



AGENDA

DATE: January 12, 2023

TIME: 3:00 p.m.

PLACE: 6201 S. Gun Club Road, Aurora, Colorado 80016

PARTICIPATION IN THIS MEETING IS ALSO AVAILABLE VIA TELEPHONE CONFERENCE.

Dial-In Number: 1-408-638-0968
Meeting ID: 860 3450 5275
Zoom Link: <https://us06web.zoom.us/j/86034505275>

-
- A. Meeting Called to Order, Confirmation of Quorum and Approval of the Agenda
 - B. Acknowledge Statements of Potential Conflicts of Interest
 - C. Review and Approve the Board Meeting Minutes December 8, 2022 (5 min)
 - D. Financial Report/Approve Claims (10 min)
 - 1. Review Accountant's Report for the period ending December 31, 2022
 - 2. Ratify Interim Accounts Payable checks and ACH for \$3,337,889.10 dated December 28, 2022
 - 3. Ratify interim ACH Transactions for \$71,231.80 dated December 13, 2022; \$114,745.66 dated December 19, 2022; and, \$1,304,851.20 dated December 30, 2022
 - 4. Approve Accounts Payable checks and ACH dated January 12, 2023
 - E. Public Comment
 - F. Board Member Items

G. Consent Agenda

1. Consideration of Adoption of Resolution No. 2023-001 Annual Resolution of the Board of Directors of East Cherry Creek Valley Water & Sanitation District (5 min)
2. Consideration of Utility Easement Deed with Copperleaf SFR Owner, LLC for the Copperleaf Filing No. 28 Development Projects (5 min)
3. Consideration of Quitclaim Partial Vacation of Easement with Copperleaf Multifamily Owner LLC, Quincy West 30 LLC, and Copperleaf SFR Owner LLC for the Copperleaf Filing No. 29 Development Projects (5 min)

H. Consideration for Approval of Election Services Agreement (5 min)

I. Consideration of Task Order No. 21 and No. 22 for 2023 Water Rights Engineering Services from Brown & Caldwell (5 min)

J. Consideration of Agreement for Temporary Lease of Non-Potable Water from the Town of Erie by East Cherry Creek Valley Water & Sanitation District (5 min)

K. Ratification of Northern Pipeline Overlap Consent Agreement Amendment with Metro Wastewater Reclamation District (5 min)

L. Consideration of the Northern Pipeline Overlap Consent Agreement Amendment with Aerotropolis at the Tributary T Crossing (5 min)

M. Consideration of Amendment 1 for Engineering Services for the NBPS and SBPS Surge Anticipator Valve Replacement Design from Carollo Engineers, Inc. (5 min)

N. Consideration of Change Order No. 1 Northern System Surge Anticipator Valve Replacement Project from Velocity Constructors Inc. (5 min)

O. Consideration of Task Order No. 7-23 for 2023 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants (5 min)

P. Consideration of Budget Amendment for Task Order No. 7-22 for 2022 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants (5 min)

Q. Consideration of Resolutions 2023-002 and 2023-003 Ratifying a Water Rights Application and Delegating Authority to the District Manager Regarding District Water Right Adjudication Cases (5 min)

R. District Manager's Report (15 min)

1. District Manager's Report
2. Attorney
3. Engineer
4. Water Attorney
5. Hydrologist
6. Public Information
7. Accounting – Financial

S. Executive Session (20 min)

1. Executive Session pursuant to Sections 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S. for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to ECCV water main boring damage.

Meeting Adjourned

**EAST CHERRY CREEK VALLEY
WATER & SANITATION DISTRICT**

**MINUTES OF A MEETING OF
THE BOARD OF DIRECTORS**

A regular meeting of the Board of Directors of East Cherry Creek Valley Water & Sanitation District was held at 3:00 p.m. on Thursday, December 8, 2022 in person as well as telephonically.

ATTENDANCE

Directors in Attendance

Monica Holland, Chair
E. Peter Elzi, Jr., Vice Chair
Martin Hill, Jr., Treasurer
O. Karl Kasch, Secretary
Mark Vagnerini, Asst. Secretary

Staff in Attendance

David J. Kaunisto, District Manager
Rick Clark, Senior Engineering Advisor
Scott Niebur, Operations Manager
Lauren Florman, Customer Service Manager
Tawna Scalese, Business Services Manager
Michelle Probasco, Project Manager
Rebecca Bellamy, Programs Administrator
Diane Day, Accountant

Others in Attendance

Tamara Seaver, Icenogle Seaver Pogue, P.C.
Gordon Meurer, Kennedy Jenks Consultants, Inc.
Brian Nazarenus, Nazarenus Stack Wombacher, LLC
Scott Mefford, Hydrokinetics, Inc.
Andy Cohen, Clermont Eliot, LLC
Carrie Bartow, CliftonLarsonAllen, LLP
Rachel Harman, Garrett Companies
Matt Weaver, Garrett Companies

CALL TO ORDER,
CONFIRMATION OF
QUORUM AND
APPROVAL OF AGENDA

Upon motion by Director Holland, seconded by Director Hill...
The Board of Directors meeting was called to order, a quorum confirmed, and the agenda approved.

CONFLICTS OF
INTEREST

Legal counsel advised the Board that pursuant to Colorado law, certain disclosures by the Board members may be required prior to taking official action at the meeting. The Board then reviewed the agenda for the meeting, following which each Board member confirmed the contents of any written disclosures previously made, as applicable, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting.

Director Elzi disclosed his interests and association with The Bromley Companies. This disclosure is associated with approval of items on the agenda that may affect his interests.

Legal counsel advised that written disclosure of this interests had been filed with the Secretary of State at least seventy-two hours prior to the meeting.

MINUTES

November 22, 2022

Upon motion by Director Elzi, seconded by Director Vagnerini, and unanimously adopted, and approved...

The minutes of the November 22, 2022, Board Meeting.

PAYMENT OF CLAIMS

Upon motion by Director Elzi, seconded by Director Vagnerini, and unanimously adopted, and approved...

The payables and ACH transactions dated December 8, 2022, for \$918,722.65.

Upon motion by Director Elzi, seconded by Director Vagnerini, and unanimously adopted, and ratified...

The ACH transactions dated December 6, 2022, for \$618,600.

PUBLIC HEARING ON
PROPOSED 2023
BUDGET

After opening the hearing for public comment on the proposed 2023 Budget at 3:15PM and receiving none, Director Holland closed the public hearing.

CONSIDERATION OF
RESOLUTION NO. 2022-
007 - CERTIFYING MILL
LEVIES, ESTABLISHING
A BUDGET, AND
APPROVING
APPROPRIATIONS FOR
THE 2023 FISCAL YEAR

Upon motion by Director Elzi, seconded by Director Vagnerini and
unanimously adopted and approved...

Resolution No. 2022-007 - Certifying Mill Levies, Establishing a
Budget, and Approving Appropriations for the 2023 Fiscal Year in
substantial form presented with any additional changes approved by
District Manager and legal counsel.

CONSIDERATION OF
RESOLUTION NO. 2022-
008 - 2023 SCHEDULE
OF RATES, FEES &
CHARGES

Upon motion by Director Kasch, seconded by Director Hill and
unanimously adopted and approved...

Resolution No. 2022-008 - 2023 Rates, Fees & Charges effective
January 1, 2023 in substantial form presented with any additional
changes approved by District Manager and legal counsel.

CONSIDERATION OF
TASK ORDER NO. 6-23
FOR THE 2023
SANITARY SEWER
MAINTENANCE
PROGRAM FROM
KENNEDY JENKS
CONSULTANTS

Upon motion by Director Kasch, seconded by Director Vagnerini and
unanimously adopted and approved...

Task Order No. 6-23 for the 2023 Sanitary Sewer Maintenance Program
from Kennedy Jenks Consultants, in the amount of \$91,000, in
substantial form presented with any additional changes approved by the
District Manager and legal counsel.

CONSIDERATION OF
TASK ORDER NO. 1-23
FOR THE 2023
SANITARY SEWER
MAINTENANCE
PROGRAM FROM
GUILDNER PIPELINE
MAINTENANCE, INC.

Upon motion by Director Vagnerini, seconded by Director Elzi and
unanimously adopted and approved...

Task Order No. 1-23 for the 2023 Sanitary Sewer Maintenance Program
from Guildner Pipeline Maintenance, Inc., in the amount of \$245,000, in
substantial form presented with any additional changes approved by the
District Manager and legal counsel.

CONSIDERATION OF
TASK ORDER NO. 5-23
FOR THE 2023 GREASE
AND SAND/OIL
INTERCEPTOR REVIEW
PROGRAM FROM
KENNEDY JENKS
CONSULTANTS

Upon motion by Director Holland, seconded by Director Kasch and
unanimously adopted and approved...

Task Order No. 5-23 for the 2023 Grease and Sand/Oil Interceptor
Review Program from Kennedy Jenks Consultants, in the amount of
\$22,200, in substantial form presented with any additional changes
approved by District Manager and legal counsel.

CONSIDERATION OF
ENGINEERING TASK
ORDER NO. 1-23 FOR
2023 GENERAL
ENGINEERING FROM
KENNEDY JENKS
CONSULTANTS

Upon motion by Director Holland, seconded by Director Kasch and
unanimously adopted and approved...

Task Order No. 1-23 for 2023 General Engineering from Kennedy Jenks
Consultants, in the amount of \$354,000, in substantial form presented
with any additional changes approved by District Manager and legal
counsel.

CONSIDERATION OF
TASK ORDER NO. 9 FOR
NORTHERN ON-CALL
ENGINEERING
SERVICES FROM CDM
SMITH, INC.

Upon motion by Director Holland, seconded by Director Kasch and
unanimously adopted and approved...

Task Order No. 9 for Northern On-Call Engineering Services from CDM
Smith, Inc., in the amount of \$180,850, in substantial form presented
with any additional changes approved by District Manager and legal
counsel.

ADJOURNMENT

There being no further business to come before the Board, Director
Holland adjourned the meeting at 4:43 PM.

David J. Kaunisto
Acting Secretary



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM D.1

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

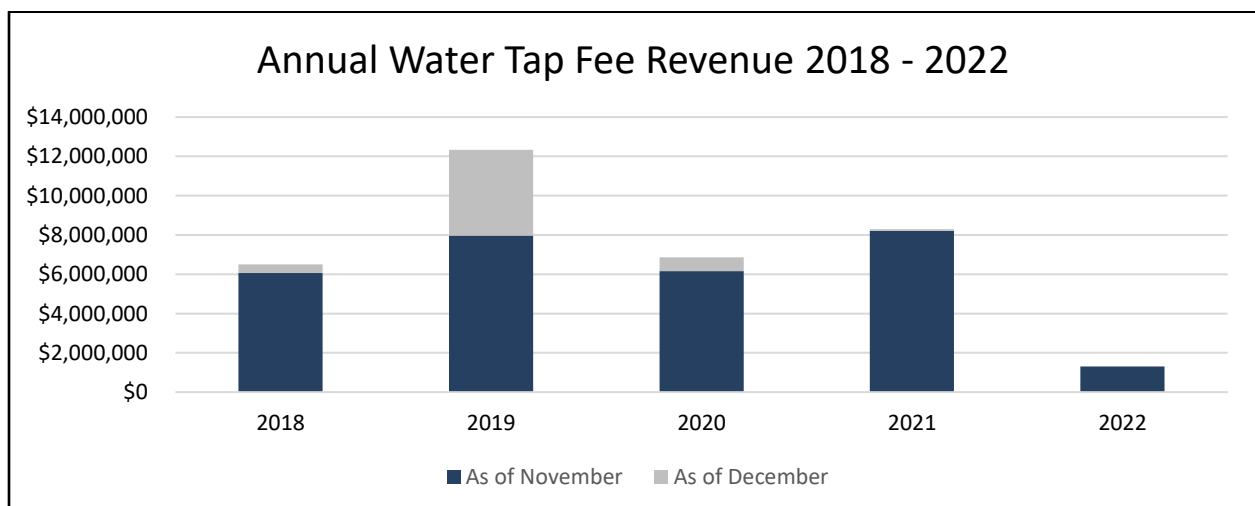
SUBJECT: November 2022 Financial Information

Cash & Investments: Anticipated cash available for operations is \$52,624,540. Restricted funds total \$3,289,207 and are allocated as follows:

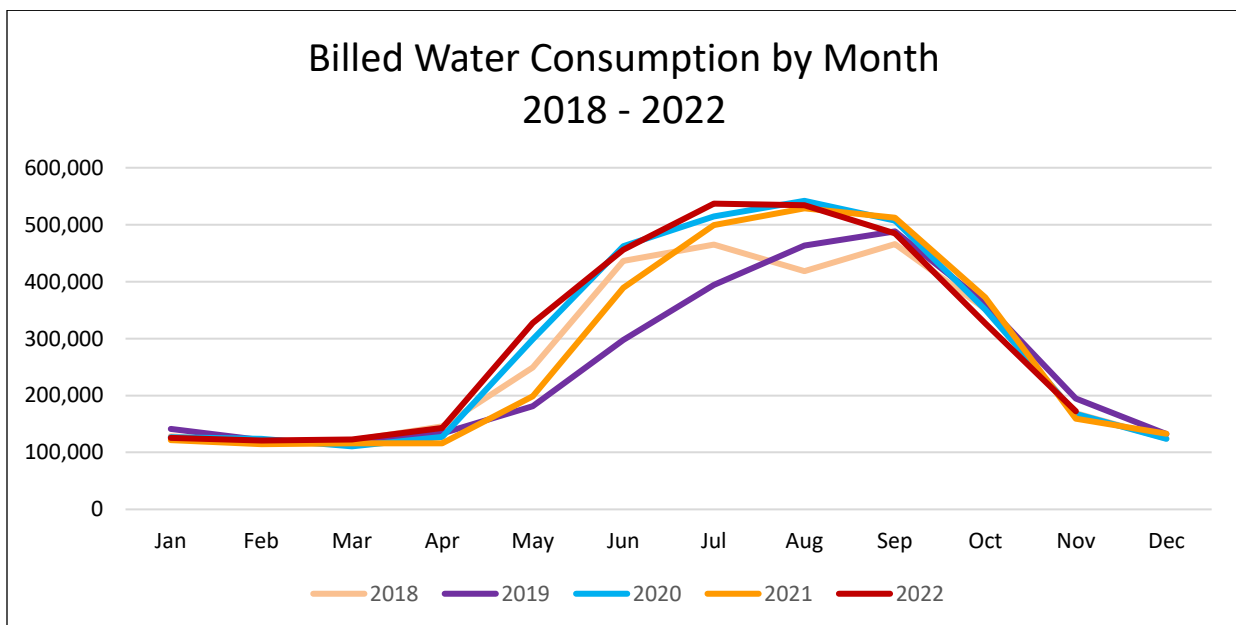
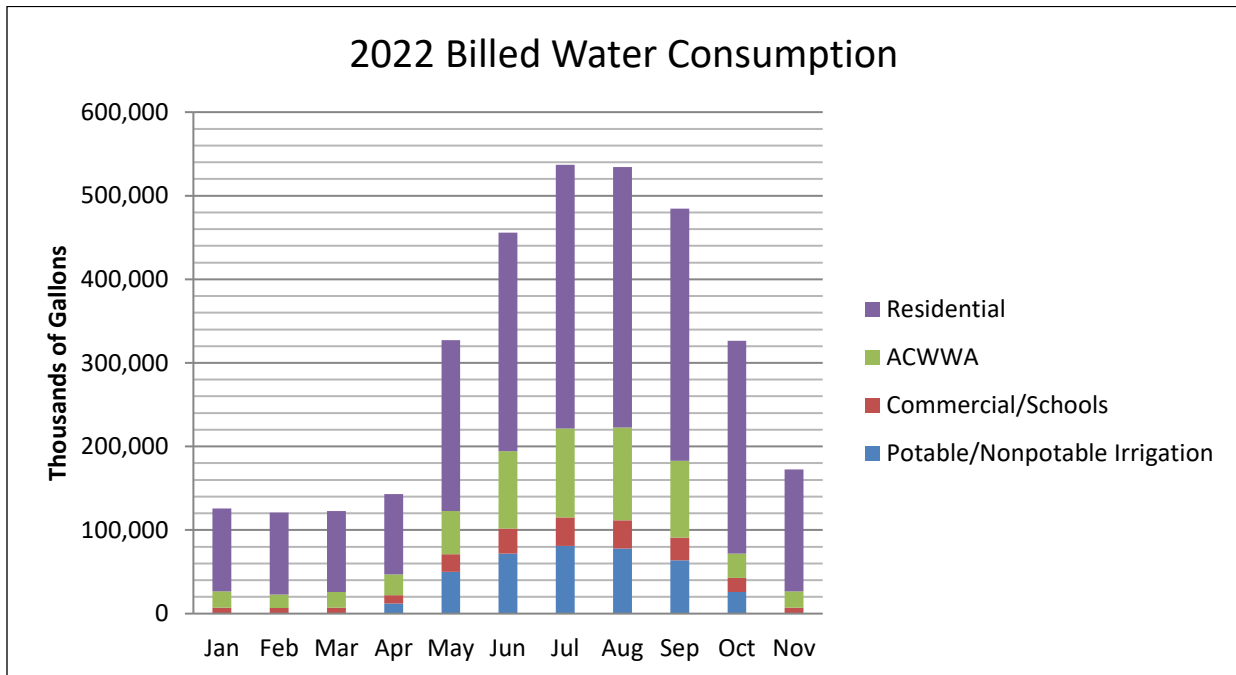
- Bond reserves - \$209,058
- Funds held in trust for United tap payment - \$602,222
- NP Renewal & Replacement reserve - (ECCV - \$1,936,790 / ACWWA - \$541,137)

COLOTRUST Interest Rate: The November COLOTRUST PLUS+ interest rate was 3.8298% and YTD interest earned is \$439,791.92.

Tap Sales: The District had no water tap sales for the current month and YTD sales total \$1,298,757 (28 SF taps, 2 commercial taps and 3 irrigation taps). The District has received approximately 25% of the 2022 budgeted water tap revenue of \$5,220,000. The graph below compares YTD water tap sales from 2018 – 2022.



Billed Water Revenue and Billed Consumption: The District billed \$1,027,678 in the current month for rate related water service fees to in District Customers and \$80,701 to ACWWA with a combined total year to date adjusted billing of \$20,229,541. In comparison to the same period last year, in District billing totaled \$911,879 and ACWWA billing was \$80,649 with a total year to date of \$18,609,186. The graphs below show total consumption in gallons billed per month in the current year and compare monthly consumption history from 2018 - 2022. On average, the billing cycle for a given month covers from about the prior mid month to the current mid month.



AGENDA ITEM D.1

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Operations: The table below compares YTD Water & Sewer operations through November for 2021 and 2022.

Water & Sewer Operations				
	2022 Budget	Nov 2022 (YTD)	Nov 2021 (YTD)	\$ Change
Operating Revenue				
Service Fees	\$27,205,000.00	\$27,215,577.63	\$24,490,829.44	2,724,748.19
Other	\$2,855,000.00	\$2,696,112.81	\$2,633,877.40	62,235.41
Total Operating Revenue	\$30,060,000.00	\$29,911,690.44	\$27,124,706.84	2,786,983.60
Operating fees	\$1,250,000.00	\$230,196.92	\$665,167.38	(434,970.46)
Meters	\$1,310,000.00	\$1,199,859.67	\$672,340.19	527,519.48
Water Conservation	\$60,000.00	\$31,912.36	\$19,471.68	12,440.68
Customer billing	\$215,000.00	\$272,579.08	\$229,599.38	42,979.70
Engineering	\$1,332,000.00	\$912,165.76	\$658,252.12	253,913.64
Plan review	\$70,000.00	\$65,306.03	\$32,168.84	33,137.19
Legal	\$1,050,000.00	\$524,350.06	\$669,063.84	(144,713.78)
Communications	\$146,000.00	\$146,386.77	\$125,879.66	20,507.11
Operating expenses	\$1,153,050.00	\$596,659.71	\$529,425.18	67,234.53
Testing	\$179,400.00	\$113,693.62	\$121,798.33	(8,104.71)
Auto expense	\$358,000.00	\$295,965.05	\$276,884.14	19,080.91
Chemicals	\$1,308,500.00	\$1,261,752.15	\$753,975.17	507,776.98
Repair and maintenance	\$3,474,275.00	\$2,564,323.36	\$1,660,044.75	904,278.61
Salaries	\$4,992,000.00	\$4,381,330.86	\$4,080,735.99	300,594.87
Utilities	\$4,174,980.00	\$3,396,718.99	\$3,163,299.91	233,419.08
Water Services	\$1,300,000.00	\$949,281.07	\$1,029,604.74	(80,323.67)
Aurora Tap Fees	\$150,000.00	\$24,150.00	\$159,804.60	(135,654.60)
Sewage Treatment Costs	\$7,400,000.00	\$6,794,290.00	\$6,233,091.00	561,199.00
Other (incl. insurance)	\$577,300.00	\$532,062.89	\$505,886.64	26,176.25
Total Operating Expenses	\$30,500,505.00	\$24,292,984.35	\$21,586,493.54	\$2,706,490.81
Revenues Over/(Under)				
Expenditures	(\$440,505.00)	\$5,618,706.09	\$5,538,213.30	\$80,492.79

**EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS**

November 30, 2022

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FINANCIAL STATEMENTS

SUPPLEMENTAL INFORMATION

Schedule of Cash Deposits and Investments

East Cherry Creek Valley Water and Sanitation District
Balance Sheet - 2022 Stmt of Net Position - Board
As of 11/30/2022

(In Whole Numbers)

	Current Year
Assets	
Current Assets	
Cash and investments	62,279,787.00
Accounts receivable	4,200,249.00
Other current assets	<u>122,320.00</u>
Total Current Assets	66,602,356.00
Capital assets, net	464,034,523.00
Special projects, net	494.00
Deferred outflows of resources	
Cost of debt refunding	<u>504,184.00</u>
Total Deferred outflows of resources	<u>504,184.00</u>
Total Assets	<u>531,141,557.00</u>
Liabilities	
Current Liabilities	
Accounts payable	1,786,351.00
Other payables	1,040,323.00
Accrued interest payable	422,884.00
Current portion of long-term liabilities	<u>(963,478.00)</u>
Total Current Liabilities	2,286,080.00
Long-Term Liabilities	<u>92,373,585.00</u>
Total Liabilities	<u>94,659,666.00</u>
Net Position	
Net Position	<u>436,481,891.00</u>
Total Net Position	<u>436,481,891.00</u>
Total Liabilities and Net Position	<u><u>531,141,557.00</u></u>

East Cherry Creek Valley Water and Sanitation District

Statement of Revenue, Expenses and Changes in Net Position

From 11/1/2022 Through 11/30/2022

(In Whole Numbers)

	Current Year Actual
Operating Income	
Service fees	27,215,578
Other service related fees	2,775,710
Total Operating Income	<u>29,991,288</u>
Operating Expenses	
Service fees	7,743,571
Water conservation rebates	31,912
Utilities	3,396,719
Repair and maintenance	8,560,250
Other operating expenses	4,617,539
Total Operating Expenses	<u>24,349,991</u>
Depreciation	9,776,085
Gross Profit (Loss) from Operations	<u>(4,134,788)</u>
Administrative Expenses	2,992,100
Operating Income (Loss)	<u>(7,126,888)</u>
Non-Operating Income (Expense)	
Property and specific ownership tax, net	3,873,743
Investment income	441,638
Other non-operating income	589,192
Amortization	846,312
Paying agent and debt related fees	(3,450)
Interest expense	(3,491,031)
Total Non-Operating Income (Expense)	<u>2,256,403</u>
Income (Loss) Before Contributions	<u>(4,870,485)</u>
Capital Contributions	
Tap fees	1,615,748
Contributed capital	122,349
Northern Project Construction Fund charges	6,632,437
Total Capital Contributions	<u>8,370,534</u>
Changes in Net Position	3,500,048
Total Net Position - Beginning of Year	432,981,843
Total Net Position - End of Year	<u><u>436,481,891</u></u>

East Cherry Creek Valley Water and Sanitation District

Statement of Revenues and Expenditures

District

From 11/1/2022 Through 11/30/2022

(In Whole Numbers)

	Current Month Actual	Year to Date Actual	Annual Budget	Variance	%
District Revenue					
Property taxes	1,222	3,730,368	3,747,358	(16,990)	(0)%
Specific ownership taxes	19,374	199,386	200,000	(614)	(0)%
Interest income	32	1,846	1,000	846	85 %
Utility Refunds	0	15,417	0	15,417	0 %
Other income	4,006	388,881	81,000	307,881	380 %
Total District Revenue	<u>24,634</u>	<u>4,335,898</u>	<u>4,029,358</u>	<u>306,540</u>	<u>8 %</u>
District Expenditures					
Administrative	225,258	3,048,112	3,139,700	91,588	3 %
Debt service	420,530	564,519	481,197	(83,322)	(17)%
Storm drainage operations	4,716	56,987	67,000	10,013	15 %
Capital outlay	5,279	137,578	475,000	337,422	71 %
Total District Expenditures	<u>655,782</u>	<u>3,807,196</u>	<u>4,162,897</u>	<u>355,701</u>	<u>9 %</u>
Excess Revenue Over (Under) Expenditures	<u>(631,148)</u>	<u>528,703</u>	<u>(133,539)</u>	<u>662,242</u>	<u>(496)%</u>
Other Financing Sources (Uses)					
Lease Proceeds	0	0	1,400,000	(1,400,000)	(100)%
Total Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>1,400,000</u>	<u>(1,400,000)</u>	<u>(100)%</u>
District Funds Available - Beginning	0	8,893,717	8,861,558	32,159	0 %
District Funds Available - Ending	<u>(631,148)</u>	<u>9,422,420</u>	<u>10,128,019</u>	<u>(705,599)</u>	<u>(7)%</u>

East Cherry Creek Valley Water and Sanitation District

Statement of Revenues and Expenditures

Water Activity Enterprise

From 11/1/2022 Through 11/30/2022

(In Whole Numbers)

	Current Month Actual	Year to Date Actual	Annual Budget	Variance	%
Water Revenue					
Water service fees	1,027,678	18,868,479	17,861,500	1,006,979	6 %
Water services - ACWWA	80,701	1,361,062	1,766,000	(404,938)	(23)%
Water taps	0	1,298,757	5,220,000	(3,921,243)	(75)%
Utility refunds	0	60,419	0	60,419	0 %
Sustainable Water Assurance Fee	534,125	6,632,437	6,800,000	(167,563)	(2)%
Contributed capital	0	122,349	4,898,775	(4,776,426)	(98)%
Interest income	91,414	439,792	10,000	429,792	4,298 %
Other income	80,094	204,072	155,000	49,072	32 %
Total Water Revenue	<u>1,814,012</u>	<u>28,987,367</u>	<u>36,711,275</u>	<u>(7,723,908)</u>	<u>(21)%</u>
Water Expenditures					
Operating expenditures	1,305,710	15,040,056	19,996,605	4,956,549	25 %
Water conservation rebates	550	31,912	60,000	28,088	47 %
Meters	229,869	1,199,860	1,310,000	110,140	8 %
Debt service	5,515,667	8,502,177	10,770,418	2,268,241	21 %
Capital outlay	519,200	3,543,323	17,699,275	14,155,952	80 %
Total Water Expenditures	<u>7,570,996</u>	<u>28,317,328</u>	<u>49,836,298</u>	<u>21,518,970</u>	<u>43 %</u>
Excess Revenue Over (Under) Expenditures	<u>(5,756,984)</u>	<u>670,039</u>	<u>(13,125,023)</u>	<u>13,795,062</u>	<u>(105)%</u>
Water Funds Available - Beginning					
	0	39,304,971	39,016,465	288,506	1 %
Water Funds Available - Ending	<u>(5,756,984)</u>	<u>39,975,010</u>	<u>25,891,442</u>	<u>14,083,568</u>	<u>54 %</u>

East Cherry Creek Valley Water and Sanitation District

Statement of Revenues and Expenditures

Sewer Activity Enterprise

From 11/1/2022 Through 11/30/2022

(In Whole Numbers)

	Current Month Actual	Year to Date Actual	Annual Budget	Variance	%
Sewer Revenue					
Sewer service fees	883,985	9,682,150	10,432,500	(750,350)	(7)%
Sewer taps	0	184,500	639,000	(454,500)	(71)%
Contributed capital	0	0	2,329,589	(2,329,589)	(100)%
Total Sewer Revenue	<u>883,985</u>	<u>9,866,650</u>	<u>13,401,089</u>	<u>(3,534,439)</u>	<u>(26)%</u>
Sewer Expenditures					
Operating expenditures	718,419	7,997,026	8,983,600	986,574	11 %
Aurora tap fee	0	24,150	150,000	125,850	84 %
Capital outlay	<u>237,058</u>	<u>251,288</u>	<u>2,873,839</u>	<u>2,622,551</u>	<u>91 %</u>
Total Sewer Expenditures	<u>955,477</u>	<u>8,272,464</u>	<u>12,007,439</u>	<u>3,734,975</u>	<u>31 %</u>
Excess Revenue Over (Under) Expenditures	<u>(71,492)</u>	<u>1,594,186</u>	<u>1,393,650</u>	<u>200,536</u>	<u>14 %</u>
Sewer Funds Available - Beginning	0	14,613,535	14,343,821	269,714	2 %
Sewer Funds Available - Ending	<u>(71,492)</u>	<u>16,207,721</u>	<u>15,737,471</u>	<u>470,250</u>	<u>3 %</u>

East Cherry Creek Valley Water and Sanitation District

Statement of Revenues and Expenditures

District - No Name Creek

From 11/1/2022 Through 11/30/2022

(In Whole Numbers)

	<u>Current Month Actual</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>	<u>Variance</u>	<u>%</u>
No Name Creek Revenue					
Tap fees	0	132,490	607,500	(475,010)	(78)%
Total No Name Creek Revenue	<u>0</u>	<u>132,490</u>	<u>607,500</u>	<u>(475,010)</u>	<u>(78)%</u>
No Name Creek Expenditures					
Storm drainage operations	0	0	4,500	4,500	100 %
Sewer operations	0	0	0	0	0 %
Capital outlay	18,783	92,565	175,000	82,435	47 %
Transfers to other funds	0	0	0	0	0 %
Total No Name Creek Expenditures	<u>18,783</u>	<u>92,565</u>	<u>179,500</u>	<u>86,935</u>	<u>48 %</u>
Excess Revenue Over (Under) Expenditures	<u>(18,783)</u>	<u>39,925</u>	<u>428,000</u>	<u>(388,075)</u>	<u>(91)%</u>
No Name Creek Funds Available - Beginning	0	(2,292,277)	(2,290,072)	(2,205)	0 %
No Name Creek Funds Available - Ending	<u><u>(18,783)</u></u>	<u><u>(2,252,352)</u></u>	<u><u>(1,862,072)</u></u>	<u><u>(390,280)</u></u>	<u><u>21 %</u></u>

SUPPLEMENTAL INFORMATION

East Cherry Creek Valley Water and Sanitation District
Schedule of Cash Deposits and Investments
November 30, 2022
(UNAUDITED)

<u>CASH</u>			
Wells Fargo Bank - Checking Account			
Balance as of 11/1/22		34,051,077.98	
UMS Deposits - Net of returned items	3,711,490.66		
Miscellaneous deposits	19,445.30		
Checks/ACH, net of voided checks	(2,272,465.02)		
ACH payroll benefit payments to vendors	(64,480.63)		
Transfers to payroll account	(359,300.00)		
Bank service charges and adjustments	(16,338.81)		
		1,018,351.50	
Balance as of 11/30/22			35,069,429.48
Wells Fargo Bank - Payroll Account			
Balance as of 11/1/22		209,291.73	
Payroll, taxes and insurance, other adj. - Net of voided checks	(360,598.39)		
Transfers from checking account	359,300.00		
		(1,298.39)	
Balance as of 11/30/22			207,993.34
Wells Fargo Bank - Petty Cash			
			500.00
	Total Cash		35,277,922.82
Claims on Cash			
Interim ACH (12/6)			(618,600.00)
First Board signing (12/8)			(918,722.65)
Interim ACH (12/13)			(71,231.80)
Interim ACH (12/19)			(114,745.66)
Interim checks/ACH (12/28)			(3,337,889.10)
Interim ACH (12/30)			(1,304,851.20)
			28,911,882.41
Net Cash Available (Required)			
INVESTMENTS			
Investments in Colotrust - Operating			
Balance as of 11/1/22		30,932,587.25	
Arapahoe County Property Taxes	20,609.61		
Current month's interest	83,979.79		
Transfers out			
To Wells Fargo Bank - 2009B Bond payment	(1,861,828.58)		
To Wells Fargo Bank - 2010A Bond payment			
To US Bank - 2015 Bond payment	(2,195,850.00)		
To UMB Escrow (United Water) - 2004 Subordinate Revenue Bonds	-		
To Northern Project Renewal & Replacement Reserve			
To United Water - 2007 Subordinate Lease Purchase Agreement	(975,603.29)		
To US Bank - 2019 Bond payment	(1,147,681.25)		
To Zion's Bank - 2019 Lease Purchase	(408,130.68)		
To US Bank - 2020 Bond payment	(735,425.00)		
Transfer to Wells Fargo Checking			
		(7,219,929.40)	
Balance as of 11/30/22			23,712,657.85
Amount Available for Operations			\$ 52,624,540.26
Held by Paying Agent for United Water bond payments			\$ 602,222.13
Colotrust Acct. - 2010A Bond Reserve			\$ 208,651.17
Colotrust Acct. - 2010B Bond Reserve			\$ 406.29
Colotrust Acct. - Renewal & Replacement Reserve			\$ 2,477,927.17
Total Restricted			\$ 3,289,206.76

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Check Number	Vendor Name	Amount	Transaction Description
23063	APEX Title	121.90	Final bill refund 18437 E Crestridge Dr
23064	Arapahoe County Security Center	162.50	Repair cylinder lock to MCC room - CC pump house
23065	Arvada Pump Company	5,660.00	Zone 1 to 2 Pump Replacement
23066	Automationtechies	30,000.00	Recruiting services Asset/GIS Administrator, GIS Analyst
23067	Bizwear Uniforms	923.90	Safety shirts for Staff
23068	Brown & Caldwell	33,958.99	October 2022 Raw Water Engineering Support, October 2022 Shared Raw Water Engineering
23069	Zach Brown	281.04	Mileage reimbursement RMWEA conference & work boot reimbursement Z. Brown
23070	Build.com Inc	10,682.46	New ice makers
23071	Cintas Corporation #66	382.53	Floor mats - District
23072	Cintas Corporation	260.42	First aid kit checks: quarterly-WBPS, semi-annual-District, semi annual vehicles-NWTP
23073	City of Brighton	435.32	Utilities November water usage
23074	Clearway Energy Group LLC	4,244.00	Solar power for Xcel area
23075	Colorado Mechanical Systems Inc	1,982.10	Repair of main RTU - District & RTU for employee entrance office space
23076	Comcast Cable	642.36	Internet service WBPS November & December
23077	Continental Utility Solutions, Inc	290.50	Payment validation fees
23078	Core & Main LP	873.00	ARV Program NWTP
23079	CORE Electric Cooperative	43,204.79	November utilities District, CC Wells, Admin, Western
23080	Dana Kepner Company LLC	1,625.00	Tools, parts, supplies
23081	Denver Water	395,920.72	Water usage September, October and November
23082	DigeTeks LLC	1,449.00	IT hosted services December 2022
23083	DiNatale Water Consultants, Inc	948.75	November 2022 Raw Water engineering support - non-capital
23084	D I N S Inc	1,500.00	Hydrant meter refund - 18668381
23085	Dish Network LLC	99.88	Communications-emergency notification
23086	Emergency Pipe Repairs & Excavation LLC	156,033.09	18385 Crestridge 5207 Yampa repairs, Zone 3 Project, Tufts/Gibraltar, Valve Replacement
23087	Farmers Reservoir and Irrigation Company, Inc.	245.05	Barr Lake Accounting & Verizon Scada - October 2022
23088	FedEx	77.00	Composite locking lids shipping fees
23089	Felsburg Holt & Ullevig Inc	675.00	Wetland monitoring Northern Waterline
23090	Shay Geisler	263.79	Internet service - Router/Booster box -6 mos.
23091	General Air Service Supply Corp.	169.99	Air tank lease
23092	Grainger	2,658.85	Adjustable wrench, bronze ball valve-L14, heavy duty limit switch, pleated air filter, tools, parts, supplies
23093	Grasmick Electric Corp	58,762.00	2022 Well Rehab Chem Pumps on Western Wells, Well WA-1A
23094	Hach Company, Inc.	7,000.62	Tools, parts, supplies, water quality supplies, Zone 1 chlorine monitor
23095	Heritage Title Company	112.95	Final bill refund 5755 S Jericho Way
23096	Highlands Ranch Metro District	112.56	Utilities November water usage
23097	Home Depot Credit Services	1,033.42	Tools, parts, supplies
23098	Insituform Technologies Inc	200,000.00	CIPP B-Line
23099	Jones & Keller PC	1,564.00	Legal consultation on PFA's & PFOA's
23100	Kamper & Forbes LLC	5,115.00	Water main construction mitigation

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Check Number	Vendor Name	Amount	Transaction Description
23101	Land Title	191.50	Final bill refund 5159 S Danube St
23102	Land Title	132.55	Final bill refund 22414 E Union Pl
23103	Lumen-Access Billing	3,330.11	Internet District
23104	Maxair	8,521.00	Light bar accessories - 22-2, light bars - 22-1 & 22-2
23105	Jonnie Messenger	103.97	Protective footwear reimbursement J. Messenger
23106	Minuteman Press	805.08	2023 Calendars
23107	Muller Engineering Co Inc	290.00	Office expansion as-builts
23108	Mutual of Omaha Insurance Company	2,450.88	December premiums
23109	Nazareus Stack & Wombacher, LLC	77,664.15	November legal services
23110	OS National Title	1,588.00	Final bill refund 5552 S Lisbon Ln
23111	OS National Title	147.95	Final bill refund 18584 E Garden Pl
23112	OS National Title	210.70	Final bill refund 5558 S Yampa St
23113	OS National Title	119.45	Final bill refund 5325 S Ukraine St
23114	OS National Title	201.10	Final bill refund 20676 E Grand Pl
23115	OS National Title	139.60	Final bill refund 21428 E Mansfield Pl
23116	OS National Title	84.25	Final bill refund 4733 S Wenatchee Cir
23117	CenturyLink	1,404.09	November disaster recovery site communications
23118	CenturyLink	134.82	Long distance and audio conferencing services
23119	Robert Half Finance & Accounting	10,961.66	F. Butterfield & M. Page weeks ending 11/18, 11/25, 12/2 and 12/9/2022
23120	Shred-it USA LLC	146.68	Paper recycling/shredding
23121	South Metro WISE Authority	34,560.00	3rd & 4th Quarter 2022 Operating Expenses
23122	T-Mobile	3,034.54	November telecom all areas
23123	Asphalt Specialties Co.	1,500.00	Hydrant meter refund -1866838105
23124	Lai Ming Cheung	5,678.08	Sewer backup reimbursement L. Cheung
23125	Michael Rosedale	307.52	Partial overpayment refund 4489 S Jebel Way
23126	Daniel Barbar	721.95	Overpayment refund 4537 S Netherland St
23127	Ten Point Sales & Marketing LLC	21,085.82	ARV (air release valve) Program NWTP
23128	Trane US Inc	1,444.00	VAV-2 Baseboard - District
23129	United Water and Sanitation District	230,970.17	Raw Water Operations October, Support charges Aug. 2022, reimburse pmnts. made in error United Power
23130	USABlueBook	66.93	Lock-Out/Tag-Out booklets, tools, parts, supplies
23131	Utility Notification Center of Colorado	2,584.40	Locate notifications
23132	Velocity Plant Services	5,808.00	ECCV 6751 County Line Rd meter changeout, Res 2 hatches
23133	Velocity Constructors Inc	18,366.35	Surge valve project North Pump Station
23134	Verdant Environmental LLC	2,320.00	Copperleaf WQ Pond J - Vegetation
23135	Verizon Wireless	5,358.32	Cell phone/hot spots
23136	Waste Management of Colorado Inc	1,310.39	Trash removal 12/1/22-12/31/22 - District & WBPS
23137	Weifield Group Contracting	89,613.87	LED Light Upgrade SBPS, HSPS & NWTP, Weifield/Eaton Nov. 2022 & Nov. 2022-WPA1, SA-1 Electrical & I&C upgrades

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Check Number	Vendor Name	Amount	Transaction Description
23138	Western Access Controls, Inc	790.00	Gate opener repair - NWTP
23139	WW Wheeler & Associates Inc	704.00	Tollgate Creek return flows October & November
Sub Total		1,504,324.36	

Voucher Number

2651	AFLAC	313.26	Premiums for 12/9 & 12/23
2652	AFLAC	313.26	Premiums for 11/11 & 11/25
2653	All Copy Products Inc	199.45	December postage meter rental
2654	All Copy Products Inc	1,557.95	Monthly Canon Image lease payment
2655	American West Construction LLC	173,185.00	Zone 2 Isolation Valve Project
2656	Applied Ingenuity LLC	4,744.00	Zone 3 50-HP DG-1 VFD
2657	Applied Ingenuity LLC	15,748.00	Northern Wells VFD's
2658	Applied Ingenuity LLC	2,173.00	Well A-3 Pipe Removal
2659	Black & Veatch Corporation	19,589.50	QSWTP 3rd filter design
2660	Black Bear Electric, Inc	649.99	Replace lights to LED in lobby towers - District
2661	Black Bear Electric, Inc	336.73	Exterior outlet repairs
2662	CDM Smith Inc	3,717.50	NWTP & District Vent Modification Project
2663	Carollo Engineers Inc	14,741.34	Northern System surge valve replacement
2664	Carollo Engineers Inc	12,362.00	NWTP Surge Valve Project
2665	Castle Rock Microwave LLC	1,600.00	CRM Radio training Nov 2022
2666	Clermont Eliot LLC	2,400.00	November PR services
2667	Colorado Analytical Laboratories Inc	274.80	Water quality testing
2668	Colorado Analytical Laboratories Inc	224.82	Water quality testing
2669	Colorado Analytical Laboratories Inc	274.80	Water quality testing
2670	Colorado Analytical Laboratories Inc	338.40	Water quality testing
2671	Colorado Analytical Laboratories Inc	338.40	Water quality testing
2672	Colorado Analytical Laboratories Inc	338.40	Water quality testing
2673	Colorado Analytical Laboratories Inc	338.40	Water quality testing
2674	Colorado Analytical Laboratories Inc	224.82	Water quality testing
2675	Colorado Analytical Laboratories Inc	108.80	Water quality testing
2676	Colorado Analytical Laboratories Inc	54.40	Water quality testing
2677	Colorado Analytical Laboratories Inc	61.20	Water quality testing
2678	Colorado Analytical Laboratories Inc	55.25	Water quality testing
2679	Colorado Analytical Laboratories Inc	1,292.00	Water quality testing
2680	Colorado Analytical Laboratories Inc	1,615.00	Water quality testing
2681	Colorado Analytical Laboratories Inc	1,292.00	Water quality testing
2682	Colorado Analytical Laboratories Inc	68.00	Water quality testing
2683	Colorado Analytical Laboratories Inc	1,036.00	Water quality testing
2684	Colorado Analytical Laboratories Inc	3,019.20	Water quality testing
2685	Colorado Analytical Laboratories Inc	68.85	Water quality testing

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Voucher Number	Vendor Name	Amount	Transaction Description
2686	Colorado Analytical Laboratories Inc	152.15	Water quality testing
2687	Colorado Analytical Laboratories Inc	61.20	Water quality testing
2688	Colorado Analytical Laboratories Inc	15.30	Water quality testing
2689	Colorado Analytical Laboratories Inc	360.00	Water quality testing
2690	Colorado Analytical Laboratories Inc	468.00	Water quality testing
2691	Colorado Analytical Laboratories Inc	24.65	Water quality testing
2692	Colorado Analytical Laboratories Inc	252.00	Water quality testing
2693	Colorado Analytical Laboratories Inc	126.00	Water quality testing
2694	Colorado Employer Benefit Trust	78,138.98	Jan 2023 CEBT Premium
2695	Colonial Life & Accident Insurance Company	550.22	Premiums for 11/11 & 11/25
2696	ColoradoScapes Inc	2,869.00	Snow removal 11.18.22 - WBPS
2697	ColoradoScapes Inc	2,555.00	Snow removal 11.29.22 - District
2698	ColoradoScapes Inc	1,900.00	Snow removal 12.13.2022-main office
2699	ColoradoScapes Inc	4,025.00	Landscaping November - West
2700	Conroy Excavating Inc	412,083.40	2022 Well Decommissioning
2701	Contact One Call Center Inc	445.50	Answering service
2702	Diamond Fire Protection Co, Inc	262.00	Fire extinguishers for well houses
2703	Employers Council	450.00	2022 Compensation survey
2704	FluidStrong Wellness	300.00	Stress & Burnout virtual lunch & learn on 10/17
2705	FluidStrong Wellness	300.00	Focus and Attention virtual lunch & learn on 12/12
2706	Glacier Construction Inc	1,210.00	Hydrant meter refund - 186683823
2707	Guildner Pipeline Maintenance, Inc	12,013.81	Sanitary Sewer Monitoring Program
2708	Hydro Resources - Rocky Mountain Inc	1,500.00	Hydrant meter refund - 186683824
2709	Hydro Resources - Rocky Mountain Inc	230,284.75	SA-1 Redrill
2710	Icenogle Seaver Pogue PC	12,545.50	November legal services
2711	Indelco Plastics Corporation	259.00	Tools, parts, supplies
2712	Indelco Plastics Corporation	218.48	Tools, parts, supplies
2713	Indelco Plastics Corporation	178.75	Tools, parts, supplies
2714	Indelco Plastics Corporation	125.97	Tools, parts, supplies
2715	Indelco Plastics Corporation	148.97	Tools, parts, supplies
2716	Indelco Plastics Corporation	39.95	Tools, parts, supplies
2717	Industrial Chemicals Corporation	9,509.00	Hydrochloric Acid
2718	Industrial Chemicals Corporation	15,359.00	Sodium Hydroxide
2719	IVR Technology Group, LLC	616.53	IVR payment
2720	J7 Security Technology	9,164.17	WBPS camera reconfiguration
2721	Kennedy/Jenks Consultants, Inc.	128,884.11	October engineering services
2722	LegalShield	39.85	Nov Premium
2723	Lewis Roca Rothgerber Christie LLP	2,359.35	Employment legal services
2724	Lillard & Clark Construction Company Inc	435,719.40	Vent Modification RO Plant
2725	Merchants Credit Bureau Inc	37.65	New hire background checks November

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Voucher Number	Vendor Name	Amount	Transaction Description
2726	MHO Networks	6,905.00	Ethernet
2727	MHO Networks	4,790.02	Ethernet - NBPS
2728	Mile High Fence Inc	3,335.00	Commercial gate - District
2729	Mile High Fence Inc	575.00	Troubleshooting & repair - WBPS gate
2730	Innovative Client Services dba Mr Plant	255.00	Monthly plant maintenance 11.14.22-12.14.22
2731	OneRain Incorporated	2,500.00	Weather Station renewal
2732	Pivotal Data Solutions	6,870.21	Cisco license renewal
2733	Plunkett's Pest Control Inc	1,875.00	Exterior wildlife inspection - SBPS
2734	Plunkett's Pest Control Inc	109.14	Exterior wildlife inspection - NBPS
2735	PSI Printing and Promotional Products	741.53	Customer billing
2736	PSI Printing and Promotional Products	390.36	Customer billing
2737	PSI Printing and Promotional Products	4,503.29	Customer billing
2738	PSI Printing and Promotional Products	2,795.45	Customer billing
2739	PSI Printing and Promotional Products	3,317.44	Customer billing
2740	PSI Printing and Promotional Products	4,234.81	Customer billing
2741	PSI Printing and Promotional Products	2,794.65	Customer billing
2742	PSI Printing and Promotional Products	74.50	Business cards-V. Lukins; name plates-N. King, V. Lukin
2743	PSI Printing and Promotional Products	9,759.12	Customer billing
2744	PSI Printing and Promotional Products	9,759.01	Postage and handling for UMS bills January
2745	Pynergy Petroleum LLC	2,921.54	Dyed diesel SBPS generator
2746	Rocky Mountain Flag Company LLC	450.27	November flag service - District
2747	Rocky Mountain Powertrain	168.67	Generator inspection
2748	Rocky Mountain Powertrain	173.91	Generator inspection
2749	Rocky Mountain Powertrain	329.89	Generator inspection
2750	Rocky Mountain Powertrain	352.61	Generator inspection
2751	Rocky Mountain Powertrain	1,129.94	Controller panel repair
2752	Rocky Mountain Reserve	179.50	Flexible Benefit plan fee
2753	RSI Company Corp.	10,725.00	WPA8 Chem Pump programming
2754	RSI Company Corp.	10,676.25	RSI service work for November 2022
2755	Source of Security LLC	4,643.00	Bosch request to Exit
2756	Staples Advantage	496.00	C-fold towels, trash bags, toilet tissue
2757	Stratus Building Solutions	170.00	Routine janitorial services for Dec - WBPS
2758	Stratus Building Solutions	1,450.00	Routine janitorial services for Dec - NWTP
2759	Stratus Building Solutions	1,735.00	Routine janitorial services for Dec - District
2760	Stratus Building Solutions	150.00	Routine janitorial services for Dec - SBPS
2761	Streamline Inc	550.00	December website fee
2762	Treatment Technology	6,782.60	Sodium Hypochlorite
2763	Treatment Technology	13,079.72	Sodium Hypochlorite
2764	Trimble Inc	1,920.00	Teloger software - 2022 cellular communications charges
2765	TW Summit Corporation	1,581.25	Hydrant & Paved Over Valve program

East Cherry Creek Valley Water and Sanitation District
Interim Checks & ACH Dated December 28, 2022 for Board Ratification

Voucher Number	Vendor Name	Amount	Transaction Description
2766	United Power	76,403.75	Utilities North Booster Pump Station November
2767	United Power	803.24	November utilities Beebe wells
2768	Wash On Wheels	298.00	Graffiti removal - A4/L4
2769	Wash On Wheels	330.00	Graffiti removal - A5
2770	Williams Scotsman, Inc.	272.91	Storage container rental ACC-29988 11.8.22 - 12.7.22
	Sub Total	1,833,564.74	
Report Total		3,337,889.10	

East Cherry Creek Valley Water and Sanitation District
Interim ACH Dated December 13, 2022 for Board Ratification

<u>Voucher Number</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Transaction Description</u>
2647	Colorado Employer Benefit Trust	\$71,231.80	Dec CEBT premiums
Report Total		\$71,231.80	

East Cherry Creek Valley Water and Sanitation District
Interim ACH Dated December 19, 2022 for Board Ratification

<u>Voucher Number</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Transaction Description</u>
2648	Enterprise FM Trust	\$18,491.92	Fleet Management
2649	Wex Bank	\$3,847.72	Fleet Fuel
2650	Xcel Energy	\$92,406.02	October 2022 utilities all areas
Report Total		\$114,745.66	

East Cherry Creek Valley Water and Sanitation District
Interim ACH Dated December 30, 2022 for Board Ratification

<u>Voucher Number</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Transaction Description</u>
2771	City of Aurora	\$686,251.20	December 2022 Denver Metro Sewer Connect & Sewer Tap Fees
2772	City of Aurora	<u>\$618,600.00</u>	Estimated Wastewater December 2022
Report Total		\$1,304,851.20	

East Cherry Creek Valley Water and Sanitation District
Checks and ACH Dated January 12, 2023 for Board Approval

Check Number	Vendor Name	Amount	Transaction Description
23140	ADT Security Services (PA)	113.07	Security monitoring District Offices
23141	Arapahoe County Security Center	6.66	Cabinet keys at office building - District
23142	Cintas Corporation #66	255.02	Floor mats - District
23143	City of Brighton	441.50	December water usage NWTP
23144	Colorado Mechanical Systems Inc	4,832.02	Diagnostic & temporary repair to radiator heat in Board room, HSPS at NWTP not cooling, repair VAV17 & VAV3
23145	Continental Utility Solutions, Inc	259.30	Payment validation fees
23146	CORE Electric Cooperative	43,518.24	December utilities District, CC Wells, Admin, Western
23147	DigeTeks LLC	1,449.00	IT hosted services January 2023
23148	Emergency Pipe Repairs & Excavation LLC	23,045.21	18830 E Berry Place repair, Joplin Way and Dorado Cir repair
23149	Farmers Reservoir and Irrigation Company, Inc.	1,119.67	November 2022 Meter reading verifications; Barr Lake Accounting
23150	Bruce Fuentes	350.00	Apparel reimbursement B. Fuentes
23151	Garney Construction, Inc.	503,901.61	NWTP Phase 2 construction
23152	Grainger	108.70	Proximity Sensor
23153	Hach Company, Inc.	56.50	Tools and Supplies
23154	INTERA Incorporated	4,682.50	ASR model study
23155	K3 Technology LLC	3,500.00	Network Assessment
23156	Lumen-Access Billing	6,668.55	Internet service November & December
23157	Muller Engineering Co Inc	382.50	Copperleaf WQ Pond J Construction Services
23158	Mutual of Omaha Insurance Company	2,696.96	Jan premium
23159	PA 73 South Association Inc	1,093.30	2023 Assessment 6875 Business Center Dr (WBPS)
23160	CenturyLink	1,372.16	Internet services November NTP
23161	CenturyLink	3,867.53	December telecom all areas
23162	Robert Half Finance & Accounting	3,672.00	F. Butterfield week ending 12/9/2022, HR Temp M. Page week ending 12/16/2022
23163	Shred-it USA LLC	148.34	Paper recycling/shredding
23164	Gregory Smith	200.09	Reimburse 17-7 battery paid in error on employee person
23165	Vera and Duane Meyer	5,000.00	Sewer line replacement reimbursement
23166	UPS	15.16	Shipping fees
23167	Target Solutions Learning LLC	6,343.38	2023 training software renewal
23168	Velocity Plant Services	11,977.00	PRV vault work Copperfield & Picadilly
23169	Warning Lites, Inc of Colorado	684.00	Traffic control signage
23170	Weifield Group Contracting	37,655.25	2022 Well Rehab Well SA-1 Electrical
23171	Western Mutual Ditch Company	25,585.00	2023 Share Assessment 59.5 shares @ \$430/share
23172	Western States Fire Protection Corp.	3,200.00	Annual fire inspection - NWTP
23173	Wells Fargo	20,762.07	December MasterCard charges
	Sub Total	718,962.29	
Voucher Number			
2773	Applied Ingenuity LLC	2,092.04	Western well site repairs
2774	Applied Ingenuity LLC	4,221.46	District well site repairs
2775	Applied Ingenuity LLC	1,096.00	P-14 repair work

East Cherry Creek Valley Water and Sanitation District
Checks and ACH Dated January 12, 2023 for Board Approval

Voucher Number	Vendor Name	Amount	Transaction Description
2776	CDM Smith Inc	21,184.28	NWTP projects
2777	CDM Smith Inc	1,307.50	NWTP Phase 1 Modifications
2778	Colorado Analytical Laboratories Inc	180.00	Water quality testing
2779	Colonial Life & Accident Insurance Company	550.22	Premiums for Dec
2780	ColoradoScapes Inc	1,952.50	Snow removal 12/22/22 - District
2781	ColoradoScapes Inc	6,650.00	Landscaping November - District
2782	ColoradoScapes Inc	5,875.00	Landscaping November - North
2783	Contact One Call Center Inc	585.95	Answering service
2784	CorKat Data Solutions LLC	14,436.00	Cisco products
2785	Critical Facilities Technology LLC	11,388.00	Support Contract and UPS maintenance
2786	East Cherry Creek Valley Water & Sanitation District	109.50	Water utilities -Shop
2787	East Cherry Creek Valley Water & Sanitation District	585.75	Water utilities office domestic
2788	East Cherry Creek Valley Water & Sanitation District	64.00	Water utilities office irrigation
2789	East Cherry Creek Valley Water & Sanitation District	32.00	Water utilities A-17
2790	Ford Audio-Video Systems LLC	240.00	Camera work
2791	Kennedy/Jenks Consultants, Inc.	113,236.40	November engineering services
2792	LegalShield	55.80	Dec premiums
2793	Level 3 Communications LLC	1,428.50	Internet service NTP November
2794	Lillard & Clark Construction Company Inc	23,795.60	Vent Modification Zone 1 & West Reservoir #1
2795	MHO Networks	5,025.00	Ethernet NBPS
2796	Innovative Client Services dba Mr Plant	255.00	Monthly plant service 12.14.22-1.14.23
2797	Pirtek North Valley	221.27	Tools, parts, supplies
2798	Pirtek North Valley	26.14	Tools, parts, supplies
2799	Pirtek North Valley	60.40	Tools, parts, supplies
2800	Pirtek North Valley	49.06	Tools, parts, supplies
2801	PSI Printing and Promotional Products	3,317.57	Customer billing
2802	PSI Printing and Promotional Products	4,243.93	Customer billing
2803	PSI Printing and Promotional Products	591.72	Customer billing
2804	Rocky Mountain Powertrain	384.94	Generator inspection
2805	Staples Advantage	59.99	Storage boxes
2806	Trimble Inc	1,920.00	Trimble monitoring subscription 2023
	Sub Total	227,221.52	
Report Total		946,183.81	



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM G.1

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Adoption of Resolution No. 2023-001 Annual Resolution of the Board of Directors of East Cherry Creek Valley Water & Sanitation District

Background: In accordance with C.R.S. §24-6-402(2)(c), at the first Board of Directors' meeting each year the Board shall designate where the Board meeting agenda notices will be posted for that year.

It is recommended that the agendas for 2023 be posted at the District Office Building, 6201 South Gun Club Road, Aurora, CO 80016.

Agendas for Board meetings and the Board meeting schedule are also posted on ECCV's website, www.eccv.org.

Staff Recommendation: Adopt Resolution No. 2023-001 Annual Resolution of the Board of Directors of East Cherry Creek Valley Water & Sanitation District, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

K:\BOARD\BOARD PACKETS\2023\20230112\4 FINAL\AGENDA ITEM G.1- 2023 ECCV ANNUAL RESOLUTION NO. 2023-001 MEMO.DOCX

**RESOLUTION NO. 2023-001
ANNUAL RESOLUTION OF
THE BOARD OF DIRECTORS OF THE
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT**

At a regular meeting of the Board of Directors of the East Cherry Creek Valley Water and Sanitation District, Arapahoe County, Colorado, held at 3:00 P.M., on January 12, 2023, at 6201 South Gun Club Road, Aurora, Colorado 80016, at which a quorum was present, the following resolution was adopted:

WHEREAS, the East Cherry Creek Valley Water and Sanitation District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of Arapahoe, Colorado, dated June 7, 1962 and is located within Arapahoe County (the “County”); and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, Section 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the County Assessor, County Clerk and Recorder and the Division of Local Government (the “Division”) on or before January 1 of each year; and

WHEREAS, Sections 24-10-109 and 24-32-116, C.R.S. require that the District provide its name, its principal address and/or mailing address, the name of its agent and the agent’s mailing address to the Department of Local Affairs (the “Department”) and keep such information updated regularly; and

WHEREAS, Section 32-1-809, C.R.S. requires that the Board provide notice, containing certain information about the District, to the eligible electors of the District no more than sixty (60) days prior to and not later than January 15; and

WHEREAS, Section 32-1-104(2), C.R.S. requires that the District, on or before January 15, file a copy of the notice required by Section 32-1-809, C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder in each county in which the District is located, the governing body of any municipality in which the District is located and the Division; and

WHEREAS, the Local Government Budget Law of Colorado, Sections 29-1-101 *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets and to file copies of the budgets and amendments thereto; and

WHEREAS, Section 29-1-205(1), C.R.S. requires the District to file a current list of all contracts in effect with other political subdivisions within thirty (30) days of receiving a request therefor from the Division; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, Sections 11-58-101 *et seq.*, C.R.S., issuers of nonrated public securities shall make public within sixty (60) days following the end of each of such issuer's fiscal year, an annual information report or reports with respect to any of such issuer's nonrated public securities which are outstanding as of the end of each such fiscal year; and

WHEREAS, in accordance with Section 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-604(2)(b), C.R.S., if expenditures and revenues of the District for any fiscal year are at least \$100,000, but not more than \$750,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-603, C.R.S., the Board shall cause to be made an annual audit of the financial statements of the District for each fiscal year; and

WHEREAS, the Revised Uniform Unclaimed Property Act, Sections 38-13-101 *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1 of each year; and

WHEREAS, pursuant to Section 32-1-103(15), C.R.S., the legal notices of the District must be published one time, in one newspaper of general circulation in the District, and if there is not one such newspaper of general circulation, then in one newspaper in each county in which the District is located and in which the District also has fifty (50) or more eligible electors; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(I), C.R.S., the Board shall annually designate at the first regular meeting of the calendar year a posting place within the boundaries of the District for posting of notices; and

WHEREAS, pursuant to Sections 32-1-903(2) and 24-6-402(2)(c)(I) & (III), C.R.S., in addition to any other means of full and timely notice, the Board shall be deemed to have given full and timely notice of a public meeting if the Board posts the notice on a public website of the District or in the designated public place within District boundaries, no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, Section 32-1-903(1), C.R.S. requires that the Board shall meet regularly at a time and location to be designated by the Board and such location may be physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; provided that meetings that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or within the boundaries of any county in which the District is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the District boundaries, unless the proposed change of location for a meeting appears on the Board agenda of a meeting and a resolution is adopted stating the reason for which meetings of the Board are to be held in a physical location other than under the provisions of Section 32-1-903(1.5), C.R.S. and further stating the date, time and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-904, C.R.S., the office of the District shall be at some fixed place to be determined by the Board; and

WHEREAS, pursuant to Section 32-1-901(1), C.R.S., each Director, within thirty (30) days after his or her election or appointment to fill a vacancy, shall take an oath or affirmation in accordance with Section 24-12-101, C.R.S., and the oath must be filed with the County Clerk and Recorder, and in accordance with Section 32-1-901(1), C.R.S. with the Clerk of the Court and with the Division; and

WHEREAS, in accordance with Section 32-1-901(2), C.R.S., at the time of filing said oath, there shall also be filed for each Director a bond; and

WHEREAS, in accordance with Section 24-14-102(2), C.R.S., the District may, in lieu of the required bond, purchase crime insurance to protect the District from any dishonesty, theft, or fraud; and

WHEREAS, pursuant to Section 32-1-902(1), C.R.S., the Board shall elect one of its members as chairman of the Board and president of the District, one of its members as a treasurer of the Board and District, and a secretary who may be a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board; and

WHEREAS, Directors may receive compensation for their services subject to the limitations imposed by Section 32-1-902(3)(a), C.R.S.; and

WHEREAS, Directors are governed by Section 32-1-902(3)(b), C.R.S., which requires any Director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest, unless the Director has properly disclosed such conflict in compliance with Section 18-8-308, C.R.S.; and

WHEREAS, Directors are governed by Section 32-1-902(4), C.R.S., which requires any Director who owns undeveloped land that constitutes at least twenty percent (20%) of the territory included in the District to properly disclose such fact in compliance with Section 18-8-308, C.R.S. before each meeting of the Board, and such disclosure must be entered into the minutes of such meeting; and

WHEREAS, pursuant to Section 32-1-1001(1)(o), C.R.S. the Board has the power to authorize the use of electronic records and electronic signatures and adopt rules, standards, policies, and procedures for use of electronic records or signatures in accordance with the Uniform Electronic Transaction Act, Sections 24-71.3-101 *et seq.*, C.R.S.; and

WHEREAS, pursuant to Section 24-72-204.5, C.R.S., should the District operate or maintain an electronic mail communications system, the Board must adopt a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted; and

WHEREAS, Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. require the District to issue notice of the authorization or incurrence of general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or the governing body of the municipality that has adopted a resolution of approval of the District and to record such notice with the Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing such indebtedness; and

WHEREAS, Section 32-1-1101.5(1), C.R.S. requires the District to certify the results of ballot issue elections to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the District within forty-five (45) days after the election, or at least thirty (30) days before issuing any general obligation debt if not previously certified, and requires the District to file a copy of such certificate with the Division of Securities within that timeframe; and

WHEREAS, in accordance with Section 32-1-1101.5(1.5), C.R.S., the Board of County Commissioners or the governing body of a municipality that has adopted a resolution of approval of the District may require the District to file an application for the quinquennial finding of reasonable diligence; and

WHEREAS, in accordance with Section 32-1-207(3)(c), C.R.S., and unless otherwise waived or requested by an earlier date, commencing in 2023 for the 2022 calendar year, any special district created after July 1, 2000, must electronically file an annual report for the preceding calendar year by October 1st with the governing body that approved the service plan or, if the jurisdiction has changed due to the annexation into a municipality, the current governing body with jurisdiction over the District, the Division, the State Auditor, and the County Clerk and Recorder, and make the same available on the website of the District; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., the Board is granted the authority to obtain insurance; and

WHEREAS, the Colorado Open Meetings Law at Section 24-6-402(2)(d.5)(II)(A), C.R.S. specifies that discussions that occur in an executive session of a local public body shall be electronically recorded; and

WHEREAS, pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., such electronic recording of executive sessions shall be retained for at least ninety (90) days after the date of the executive session; and

WHEREAS, in accordance with the Public Deposit Protection Act, Sections 11-10.5-101 *et seq.*, C.R.S., the Board shall designate an official custodian with plenary authority to deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository; and

WHEREAS, in accordance with Section 32-1-104.8, C.R.S., the District must record a public disclosure document and a map of the boundaries of the District with the Clerk and Recorder

of each county in which the District is located at any time that an order or decree confirming the inclusion of real property into the District is recorded; and

WHEREAS, in accordance with Section 32-1-104.5, C.R.S., (1) within one year of the date an order and decree has been issued by a district court for a newly organized metropolitan district; or (2) for all metropolitan districts organized after January 1, 2000, by January 1, 2023, such metropolitan district, shall establish, maintain and annually update an official website containing specific information as set forth in Section 32-1-104.5(3)(a), C.R.S.; and

WHEREAS, elections may be held pursuant to the Special District Act, Article 1 of Title 32, C.R.S.; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S.; and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S., for the purpose of (1) electing members of the Board; and (2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, Sections 1-1-111(2), 1-13.5-108 and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board may be exercised by a “Designated Election Official” designated by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT AS FOLLOWS:

1. The Board directs the District’s GIS/mapping personnel to prepare an accurate map in accordance with the standards specified by the Division or directs legal counsel to prepare a letter asserting there have been no changes in the boundaries of the District, as applicable, for filing with the County Assessor, County Clerk and Recorder and the Division as required by Section 32-1-306, C.R.S on or before January 1.
2. The Board directs legal counsel to notify the Department of the District’s name, principal address and/or mailing address, agent’s name and agent’s mailing address in accordance with Sections 24-10-109 and 24-32-116, C.R.S.
3. The Board directs legal counsel to: (1) provide notice, containing certain information about the District, to the eligible electors of the District, not earlier than November 16 and not later than January 15, in one or more of the ways set forth in Section 32-1-809(2), C.R.S; and (2) in accordance with Section 32-1-104(2), C.R.S., file a copy of the notice with the Board of County Commissioners, County Assessor, County Treasurer, County Clerk and Recorder’s Office in each county in which the District is located, the governing body of any municipality in which the District is located and with the Division. The Board further directs that a copy of the notice shall be made available for public inspection at the principal business office of the District.
4. The Board directs the District Manager and/or Accountant for the District to submit a proposed budget to the Board by October 15; to schedule a public hearing on the

proposed budget; to prepare a final budget, including any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy; to prepare budget resolutions, including certification of mill levies and amendments to the budget if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities not later than thirty (30) days after the beginning of the fiscal year of the budget adopted, in accordance with the Local Government Budget Law of Colorado.

5. The Board directs legal counsel to prepare and file a current list of all contracts in effect with other political subdivisions with the Division within thirty (30) days of receiving a request therefor from the Division, if applicable.
6. The Board directs the District Accountant to prepare and file the annual public securities report for nonrated public securities issued by the District with the Department within sixty (60) days following the end of the District's fiscal year, if applicable.
7. The Board directs the District Manager and/or Accountant to file either an application for exemption from audit with the State Auditor within three (3) months after the close of the District's fiscal year, or that an audit of the financial statements is prepared and submitted to the Board within six (6) months after the close of the District's fiscal year. Further, the Board directs that the audit report be filed with the State Auditor within thirty (30) days after the Board's receipt of the audit report from the auditor.
8. The Board directs the District Manager to prepare the Unclaimed Property Act report and forward to the State Treasurer by November 1, if applicable.
9. The Board designates the *Sentinel* as a newspaper of general circulation within the boundaries of the District or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes in the *Sentinel*.
10. The Board designates the URL Domain <https://www.eccv.org/>, as the District's official website and posting place for notices of meetings pursuant to Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. Further, in compliance with Section 24-6-402(2)(III), C.R.S., the Board designates the District Offices at 6201 South Gun Club Road, Aurora, as the public place within the boundaries of the District at which it may post notices of meetings if it is unable to post a notice on the District's official website.
11. The Board directs the District Manager to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.
12. Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Directors in the event of an emergency

that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the Directors of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.

13. The Board determines to hold regular meetings on (1) the second Thursday of each month at 3:00 P.M., and (2) the fourth Thursday of each month (with the exception of November and December) at 5:00 P.M., all at 6201 South Gun Club Road, Aurora, Colorado 80016. The second regular meeting in November will be held on the fourth Tuesday of November at 5:00 P.M., at 6201 South Gun Club Road, Aurora, Colorado 80016. Any additional means of public participation, if any, will be designated on the meeting agenda.
14. Pursuant to Section 32-1-904, C.R.S., the Board determined that the office of the District shall be at 6201 South Gun Club Road, Aurora, Colorado 80016.
15. The Board directs legal counsel to prepare, administer and file an oath or affirmation in accordance with Sections 32-1-901 and 24-12-101, C.R.S. In addition to the oath or affirmation, the Board directs legal counsel to procure either crime insurance in accordance with Section 24-14-102(2), C.R.S. or a bond for each Director as required by Section 32-1-901, C.R.S. in the total amount of \$10,000, and to file copies of the crime insurance or bond with the Clerk of the Court and the Division.
16. The Board hereby recognizes the election of the following officers for the District:

President/Chair:	Monica Holland
Vice Chairman:	E. Peter Elzi Jr.
Treasurer:	O. Karl Kasch
Secretary:	Martin Hill Jr.
Director:	Mark Vagnerini
17. The Board directs that each Director may receive compensation for services as Directors in accordance with Sections 32-1-902(3)(a)(I) & (II), C.R.S.
18. The Board has determined that when so directed by one or more Directors legal counsel will file conflict-of-interest disclosures provided by Directors with the Secretary of State seventy-two (72) hours prior to each meeting of the Board. In addition, written disclosures provided by Directors required to be filed with the

governing body in accordance with Section 18-8-308, C.R.S. shall be deemed filed with the Directors of the District when filed with the Secretary of State.

19. The Board authorizes the use of electronic records and electronic signatures. Use of electronic records and electronic signatures, when conducting transactions and in relation to the administration of the affairs of the District, will be performed and governed in accordance with the Uniform Electronic Transactions Act, Sections 24-71.3-101 *et seq.*, C.R.S.
20. The Board directs legal counsel to issue notice of indebtedness to the Board of County Commissioners or to the governing body of the municipality that has adopted a resolution of approval of the District, as applicable, and to record such notice with the County Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing any indebtedness in accordance with Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. The Board also directs legal counsel to certify the results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located, to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, and the Division of Securities within forty-five (45) days after such election, or at least thirty (30) days before the District's issuance of any general obligation debt if not previously certified, in accordance with Section 32-1-1101.5(1), C.R.S.
21. The Board directs legal counsel to prepare and file, if requested, the quinquennial finding of reasonable diligence with the Board of County Commissioners or to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, in accordance with Section 32-1-1101.5(1.5), C.R.S.
22. The Board acknowledges that it is not obligated to prepare and file an annual report in accordance with Section 32-1-207(3)(c), C.R.S. because the District was created prior to July 1, 2000 and the Service Plan for the District does not contain an annual report requirement.
23. The District is currently insured through the Travelers Insurance Company. The Board and District Manager will review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained, at least biannually.
24. The Board directs the custodian of all electronic recordings of executive sessions to retain all electronic recordings of executive sessions for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian to systematically delete all recordings of executive sessions made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.

25. The Board hereby designates the District Manager as its official custodian over public deposits in accordance with Sections 11-10.5-101 *et seq.*, C.R.S.
26. The Board directs legal counsel to prepare the special district public disclosure statement in accordance with Section 32-1-104.8, C.R.S. and record the statement with the County Clerk and Recorder at any such time as a decree or order of inclusion of real property into the District's boundaries is recorded.
27. Sue Blair, of Community Resource Service of Colorado, LLC, is hereby appointed as the "Designated Election Official" of the Board for any elections to be held during 2023 and any subsequent year unless another Designated Election Official is appointed by resolution. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including, but not limited to, appointing election judges, appointing a canvass board, cancelling the election, if applicable, and certifying election results.
28. The Board hereby authorizes legal counsel, the District Manager, and District Accountant to use the District's name and a brief description of the work performed for the District for marketing purposes, including identifying the District in presentations, proposals, and publications, provided that no confidential information about the District is revealed.

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Whereupon a motion was made and seconded, and upon a majority vote this Annual Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 12th DAY OF JANUARY 2023.

EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT

Monica Holland, Chair

ATTEST:

Martin Hill Jr., Secretary

CERTIFICATION

I, Martin Hill, Jr., Secretary of the Board of the East Cherry Creek Valley Water and Sanitation District, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the County of Arapahoe, Colorado, this 12th day of January 2023.

Monica Holland, Chair

[SEAL]



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM G.2

FROM: David Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Utility Easement Deed with Copperleaf SFR Owner, LLC for the Copperleaf Filing No. 28 Development Projects

Background: As part of the Copperleaf Filing No. 28 Development Projects, new water and sewer lines are needed. Copperleaf SFR Owner, LLC has designed the water and sewer lines. After acceptance, these lines will be conveyed to the District.

Easements for the water and sewer lines are required for long-term ownership and maintenance of the facilities. The attached documents will convey the necessary easements to the District. The District's legal counsel has reviewed the agreement for content and accuracy.

Staff Recommendation: Approval of Utility Easement Deed with Copperleaf SFR Owner, LLC for Copperleaf Filing No. 28 Development Projects, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

K:\BOARD\BOARD PACKETS\2023\20230112\4 FINAL\AGENDA ITEM G.2 - CONSENT - COPPERLEAF FILING 28 EASEMENT - MEMO.DOCX

EASEMENT DEED

THIS EASEMENT DEED is made this 12th day of January , 2022, between Copperleaf SFR Owner, LLC, a Delaware limited liability company (“Grantor”), whose address is 3953 Maple Ave, Suite 300, Dallas, Texas 75219, and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), whose address is 6201 South Gun Club Road, Aurora, Colorado 80016.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the County of Arapahoe, State of Colorado; and

WHEREAS, Grantee is desirous of constructing and maintaining, or accepting after construction by the Grantor, water and sanitary sewer facilities and lines across the real property of Grantor.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, and Grantee hereby accepts, a perpetual, non-exclusive easement pursuant to the following terms and conditions:

1. Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement over, under, across, above, and through the property located in the County of Arapahoe, State of Colorado, as more particularly described and substantially depicted on Exhibit A through Exhibit Z, and Exhibit AA through Exhibit CC attached hereto and incorporated herein (the “Easement Properties”) for the purpose of constructing, installing, laying, operating, maintaining, repairing, replacing, removing, enlarging, and using Utility Facilities (as subsequently defined) of such size as is desired by Grantee. The “Utility Facilities” shall mean one or more water and/or sanitary sewer pipeline(s) or facilities and all necessary underground, surface, and above-ground facilities and appurtenances thereto necessary or desirable for the transmission of water and/or sewage, including, but not limited to, mains, manholes, conduits, valves, valve marker signs, vaults, ventilators, electric or other control systems, cables, wires, and connections, including telephone wiring.

2. Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through, and across the Easement Properties for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Easement Deed.

3. Grantor shall not construct or place any structure or building, street light, power pole, fence, retaining wall, permanent sign, or temporary or permanent mailbox on any part of the Easement Properties. Grantor may plant grass and sod and install street surfacing, curbs, and gutters on the Easement Properties. Any structure, building, street light, power pole, fence, retaining wall, signage, or temporary or permanent mailbox located on the Easement Properties or any shrub, tree, woody plant, nursery stock, or other crops located on the Easement Properties may

be removed by Grantee at any time without liability for damages arising therefrom, and the Grantee shall have no obligation to repair or replace the same.

4. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Properties, including any street surfacing, curbs, gutters, retaining walls, and landscaping within said Easement Properties, except that after the initial construction by the Grantee and also in the event the Grantee performs any maintenance or repair of the Utility Facilities resulting in the disturbance of the surface of the ground, the Grantee agrees for a period of one year to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such work done by Grantee (the "Elevation/Soil Maintenance Period"); provided, however, in no event shall Grantee be responsible or otherwise liable for any repair or replacement of the surface improvements on the Easement Properties, including any street surfacing, curbs, gutters, retaining walls, or landscaping. Grantor shall be responsible for the restoration of the general surface of the ground, including repair or replacement of any street surfacing, curbs, gutters, retaining walls, and landscaping, and, after the Elevation/Soil Maintenance Period, the maintenance of the surface elevation and quality of the soil at its sole cost and expense.

5. Grantor retains the right to the use and occupancy of the Easement Properties insofar as such use and occupancy is consistent with and does not impair any right of the Grantee herein contained and except as herein otherwise provided.

6. Other public utilities may be installed in the Easement Properties so long as those utilities do not interfere with the Grantee's rights herein granted. All subsequent public utilities within the Easement Properties crossing any Utility Facilities must cross at approximately right angles, and any and all said utilities which parallel the Utility Facilities must be located at least ten (10) feet from any pipeline located in the Easement Properties. All surface and subsurface uses of the Easement Properties for other utility or easement purposes must be approved in writing by the Grantee prior to installation.

7. Grantor covenants and warrants that Grantee's Utility Facilities shall have the right of subjacent and lateral support on the Easement Properties to whatever extent is necessary or desirable for the full, complete, and undisturbed enjoyment of the rights granted to Grantee. Except as set forth herein, the Grantor shall take no action which in the opinion of the Grantee would impair the necessary earth cover over, or the lateral or subjacent support of, any Utility Facilities within the Easement Properties. Only upon obtaining the written permission of the Grantee may the earth cover over any Utility Facilities be modified. Permission of the Grantee will not normally be granted for a modification of the earth cover over any water lines resulting in less than four and one half (4 ½) feet of earth cover nor more than ten (10) feet of earth cover measured vertically from the top of any pipeline. In the event of any modification of support or earth cover undertaken by the Grantor with the Grantee's written permission, the Grantor shall be solely responsible to pay all costs and expenses related to any alterations to any Utility Facilities made necessary by the change, including attorneys' fees.

8. Grantee shall have and may properly exercise rights in the Easement Properties in order to ensure to Grantee a dominant easement for the exercise of Grantee's functions. The

exercise of any rights in the Easement Properties other than those specifically retained by Grantor is within the sound discretion of Grantee. Grantee agrees to permit and authorize such other uses of the Easement Properties, not reserved in Grantor, as will not impair Grantee's dominant rights, upon such reasonable terms, limitations, and conditions as Grantee shall find reasonably necessary to protect its dominant right of occupancy of the Easement Properties without undue or unnecessary injury to or impairment of the estate retained by Grantor.

9. This Easement Deed shall commence upon execution hereof by both the Grantor and the Grantee and shall run with the land and continue in full force and effect in perpetuity. Abandonment by the Grantee and/or any permitted assignee(s) of the Utility Facilities described herein shall not constitute abandonment of any of the rights or the real property interest represented by this Easement Deed.

10. Grantor covenants and agrees to and with Grantee that Grantor is well seized of the Easement Properties; has good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, subject to matters of record; and has full right, title, and authority to grant the within easement, and that this Easement Deed is effective to grant and convey to Grantee the easement rights described herein. Grantor further covenants, agrees, and warrants the Easement Properties in the quiet and peaceable possession of Grantee against all and every person or persons lawfully claiming or to claim the whole or any part thereof and to indemnify, defend, and hold Grantee harmless from any adverse claim to the title of the Easement Properties.

11. The Grantor shall indemnify, defend, and hold harmless the Grantee and each of its directors, employees, agents, and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by, or with respect to third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Grantor or any of its subcontractors, agents, or employees or the agents or employees of any subcontractors, in connection with this Easement Deed or the easement provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of their sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes, as amended from time to time; provided, however, that the Grantor shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence of the Indemnitees.

12. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. The rights and responsibilities set forth in this Easement Deed are intended to be covenants on the Easement Properties and are to run with the land until this Easement Deed is abandoned or terminated pursuant to the terms set forth herein.

13. This Easement Deed shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

14. Nothing herein or any actions taken by the Grantee pursuant to this Easement Deed shall be deemed a waiver of the Grantee's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

15. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties, and no additional or different oral representations, promises, or agreements shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

16. This Easement Deed may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

17. This Easement Deed does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action, or other proceeding against the Grantor because of any breach of this Easement Deed or because of any of the terms, covenants, agreements, or conditions herein contained.

[Remainder of page intentionally left blank.]

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

GRANTOR: COPPERLEAF SFR OWNER, LLC

By: _____
Title: manager

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of December, 2022, by Matthew Jordan as manager, of Copperleaf SFR Owner, LLC.

Witness my hand and official seal.

My commission expires: 06/06/2026

ALICIA CARNELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224022203
MY COMMISSION EXPIRES 06/06/2026

Notary Public

EXHIBIT A

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT F, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 52°00'32" E, A DISTANCE OF 1803.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT F, BEING A POINT ON THE EAST LINE OF THE SOUTH WENATCHEE STREET RIGHT-OF-WAY, AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY RECORD'S, AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG THE NORTH LINE OF SAID TRACT F, A DISTANCE OF 95.32 FEET TO THE NORTHEAST CORNER OF SAID TRACT F;
THENCE S 00° 01' 04" W, ALONG THE EAST LINE OF SAID TRACT F, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT F;
THENCE N 89° 58' 56" W, ALONG THE SOUTH LINE OF SAID TRACT F, A DISTANCE OF 95.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F, ALSO BEING A POINT ON THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY;
THENCE N 00° 01' 04" E, ALONG THE WEST LINE OF SAID TRACT F, AND ALONG SAID EAST LINE OF SOUTH WENATCHEE STREET RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,860 SQUARE FEET OR 0.066 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008
DATE: 7/19/2022
SHEET 1 OF 2

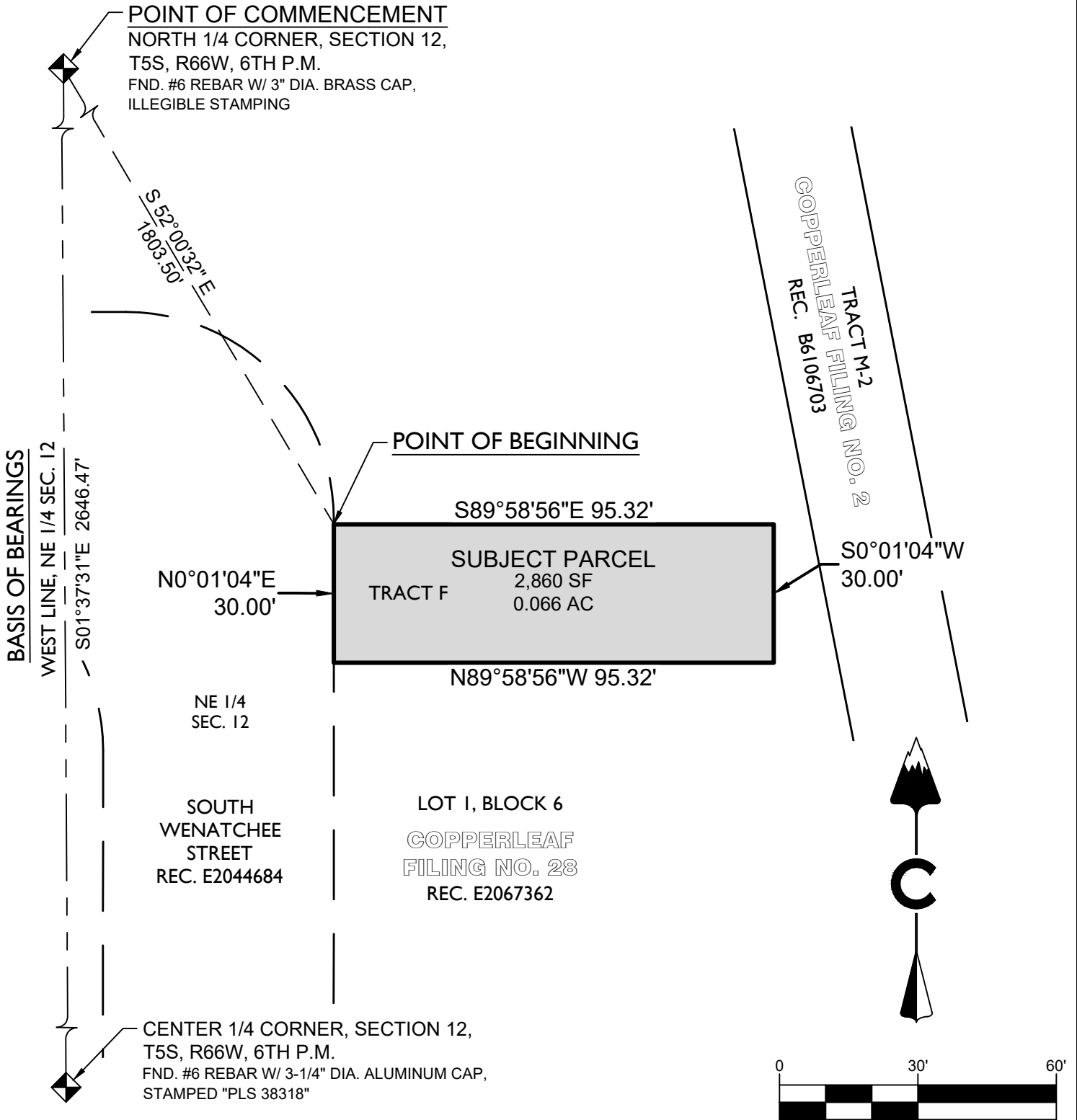
DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 2,860 SQUARE FEET OR 0.066 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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DATE: 7/19/2022
SHEET 2 OF 2

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

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303.703.4444
LIVEYOURCORE.COM

EXHIBIT B

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT G, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 47°47'06" E, A DISTANCE OF 1919.04 FEET TO THE NORTHWEST CORNER OF SAID TRACT G, ALSO BEING A POINT ON THE EAST LINE OF THE SOUTH WENATCHEE STREET RIGHT-OF-WAY, AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E ALONG THE NORTH LINE OF SAID TRACT G, A DISTANCE OF 124.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT G;
THENCE S 00° 01' 04" W, ALONG THE EAST LINE OF SAID TRACT G, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT G;
THENCE N 89° 58' 56" W, ALONG THE SOUTH LINE OF SAID TRACT G, A DISTANCE OF 124.99 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G, ALSO BEING A POINT ON THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY;
THENCE N 00° 01' 04" E, ALONG THE WEST LINE OF SAID TRACT G, AND ALONG SAID EAST LINE OF SOUTH WENATCHEE STREET RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT G AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,750 SQUARE FEET OR 0.066 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



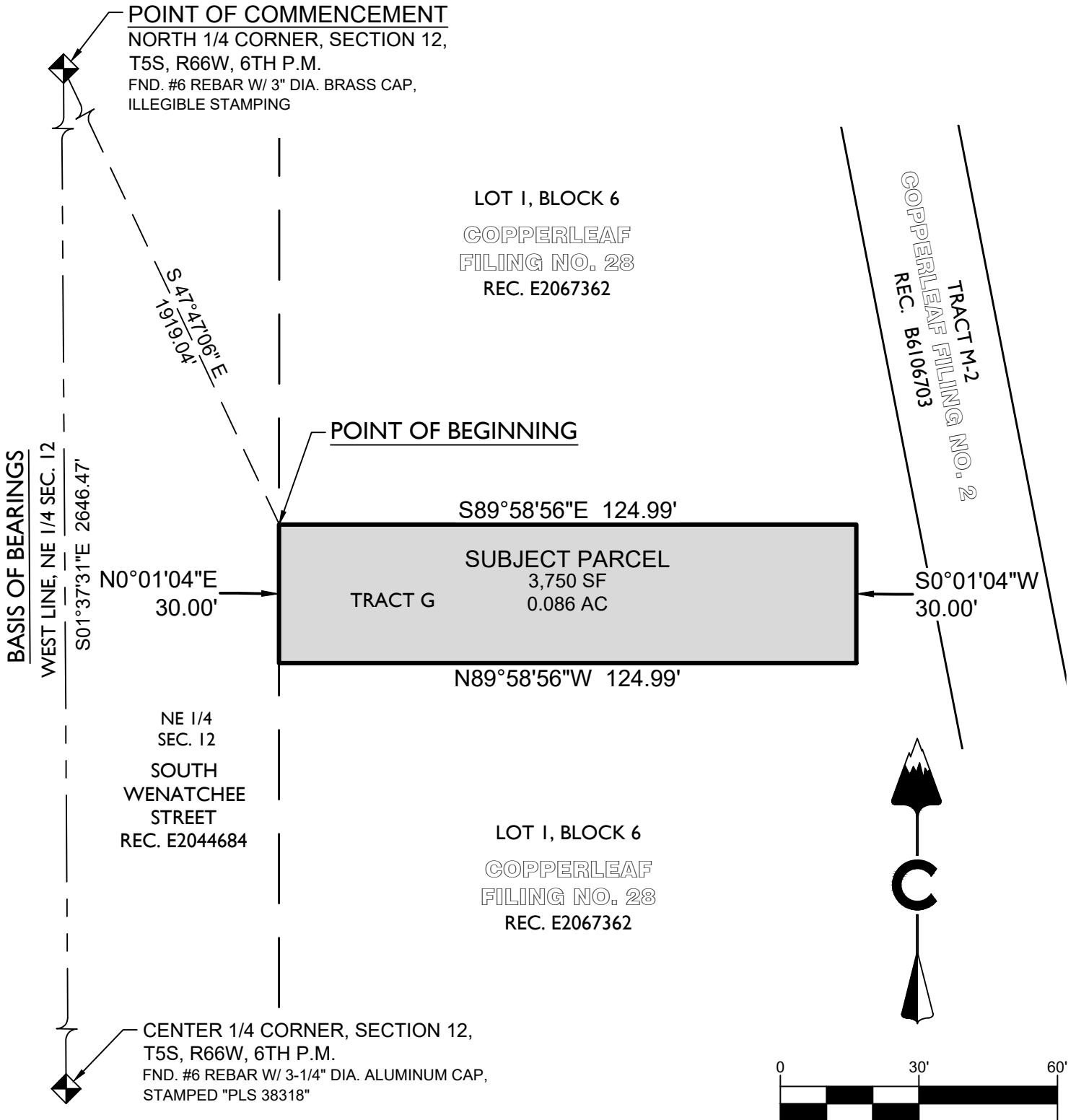
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DATE: 7/19/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 3,750 SQUARE FEET OR 0.086 ACRES, MORE OR LESS.

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PROJECT: 21-008
DATE: 7/19/2022
SHEET 2 OF 2

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

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3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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EXHIBIT C

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT H, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 43°39'02" E, A DISTANCE OF 2078.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT H, BEING A POINT ON THE EAST LINE OF THE SOUTH WENATCHEE STREET RIGHT-OF-WAY AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY RECORD'S AND THE POINT OF BEGINNING;

THENCE N 76° 50' 22" E, ALONG THE NORTH LINE OF SAID TRACT H, A DISTANCE OF 122.65 FEET TO THE NORTHEAST CORNER OF SAID TRACT H;
THENCE S 13° 09' 38" E, ALONG THE EAST LINE OF SAID TRACT H, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT H;
THENCE S 76° 50' 22" W, ALONG THE SOUTH LINE OF SAID TRACT H, A DISTANCE OF 122.65 FEET TO THE SOUTHWEST CORNER OF SAID TRACT H, ALSO BEING A POINT ON THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY;
THENCE N 13° 09' 38" W, ALONG THE WEST LINE OF SAID TRACT H, AND ALONG SAID EAST LINE OF SOUTH WENATCHEE STREET RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT H, ALSO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,679 SQUARE FEET OR 0.084 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



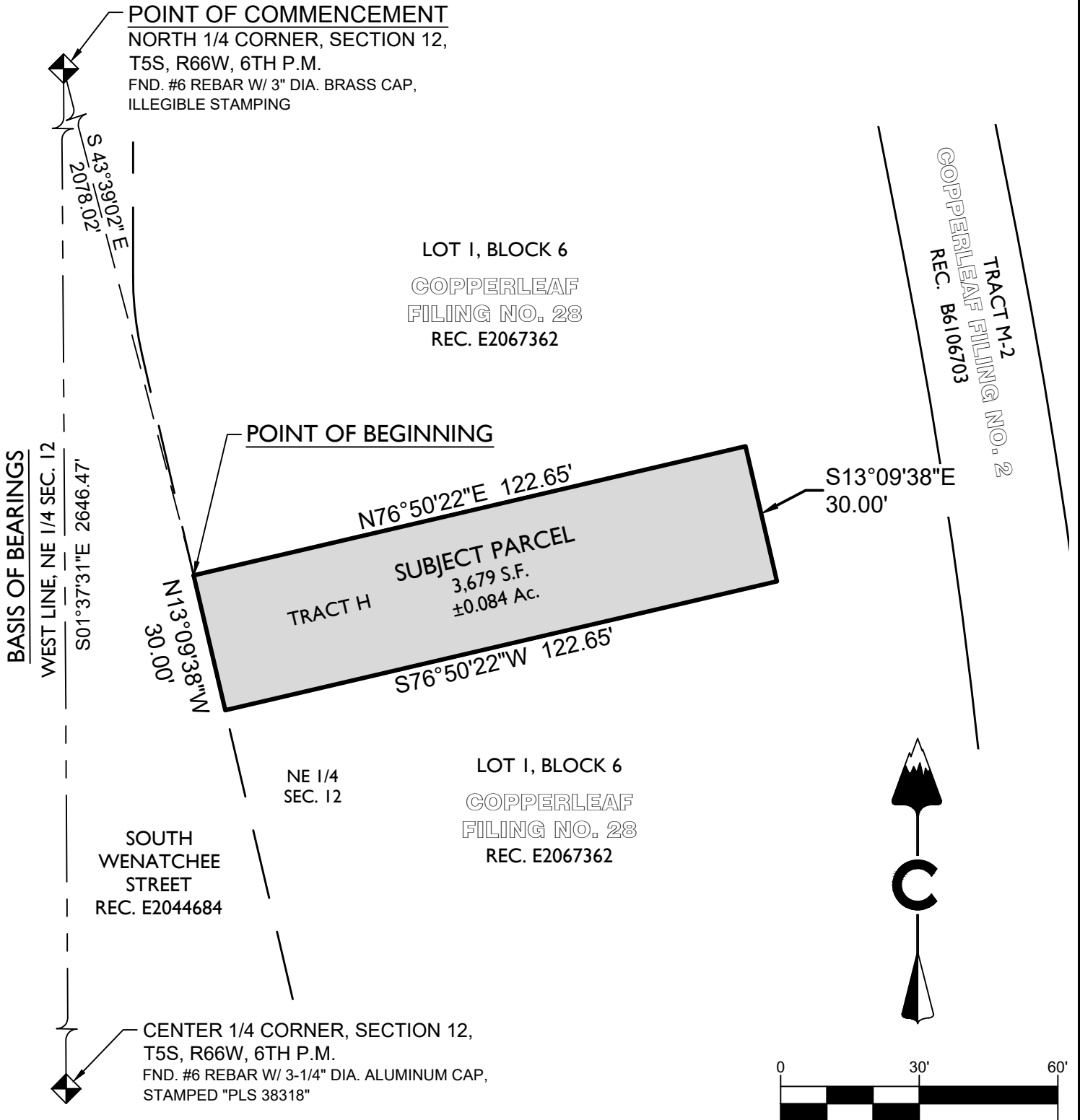
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SHEET 1 OF 2

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 3,679 SQUARE FEET OR 0.084 ACRES, MORE OR LESS.

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SHEET 2 OF 2

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

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EXHIBIT D

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT J, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 41°12'44" E, A DISTANCE OF 2242.06 FEET TO THE NORTHWEST CORNER OF SAID TRACT J, ALSO BEING A POINT ON THE EAST LINE OF THE SOUTH WENATCHEE STREET RIGHT-OF-WAY AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N 76° 50' 22" E, ALONG THE NORTH LINE OF SAID TRACT J, A DISTANCE OF 119.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT J;
THENCE S 13° 09' 38" E, ALONG THE EAST LINE OF SAID TRACT J, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT J;
THENCE S 76° 50' 22" W, ALONG THE SOUTH LINE OF SAID TRACT J, A DISTANCE OF 119.99 FEET TO THE SOUTHWEST CORNER OF SAID TRACT J, ALSO BEING A POINT ON THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY;
THENCE N 13° 09' 38" W, ALONG THE WEST LINE OF SAID TRACT J, AND ALONG THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT J AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,600 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
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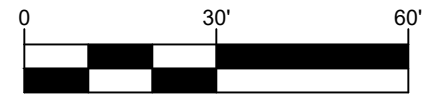
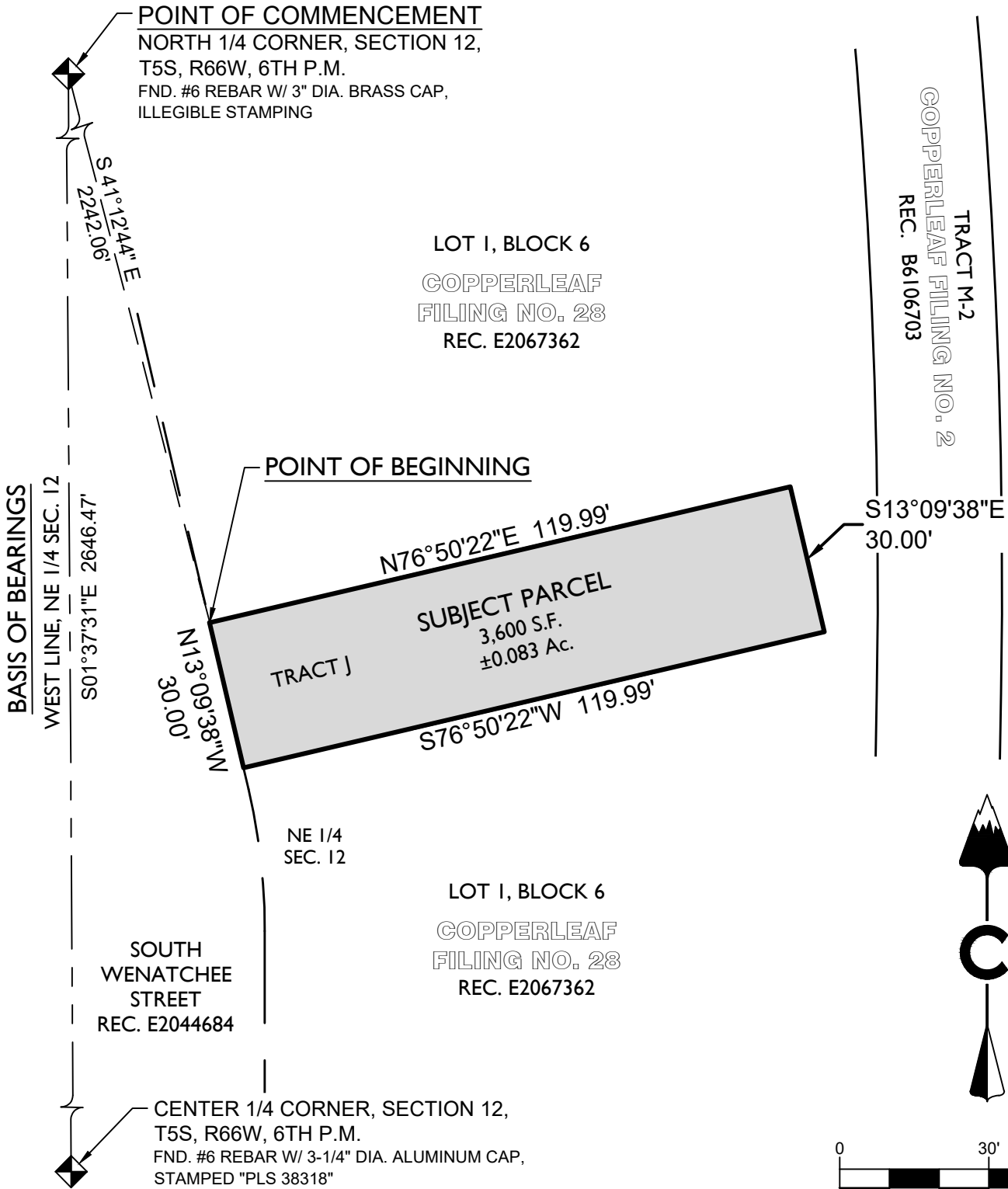
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



1 inch = 30 ft.

PARCEL CONTAINS 3,600 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

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SHEET 2 OF 2

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REVIEWED BY: M. SMALL

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EXHIBIT E

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT K, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 38°30'45" E, A DISTANCE OF 2390.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT K, BEING A POINT ON THE EAST LINE OF THE SOUTH WENATCHEE STREET RIGHT-OF-WAY AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY RECORD'S AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG THE NORTH LINE OF SAID TRACT K, A DISTANCE OF 99.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT K;

THENCE S 00° 01' 04" W, ALONG THE EAST LINE OF SAID TRACT K, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT K;

THENCE N 89° 58' 56" W, ALONG THE SOUTH LINE OF SAID TRACT K, A DISTANCE OF 99.99 FEET TO THE SOUTHWEST CORNER OF SAID TRACT K AND A POINT ON THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY;

THENCE N 00° 01' 04" E, ALONG THE WEST LINE OF SAID TRACT K, ALSO ALONG THE EAST LINE OF SAID SOUTH WENATCHEE STREET RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT K AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,000 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
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CORE CONSULTANTS, INC.



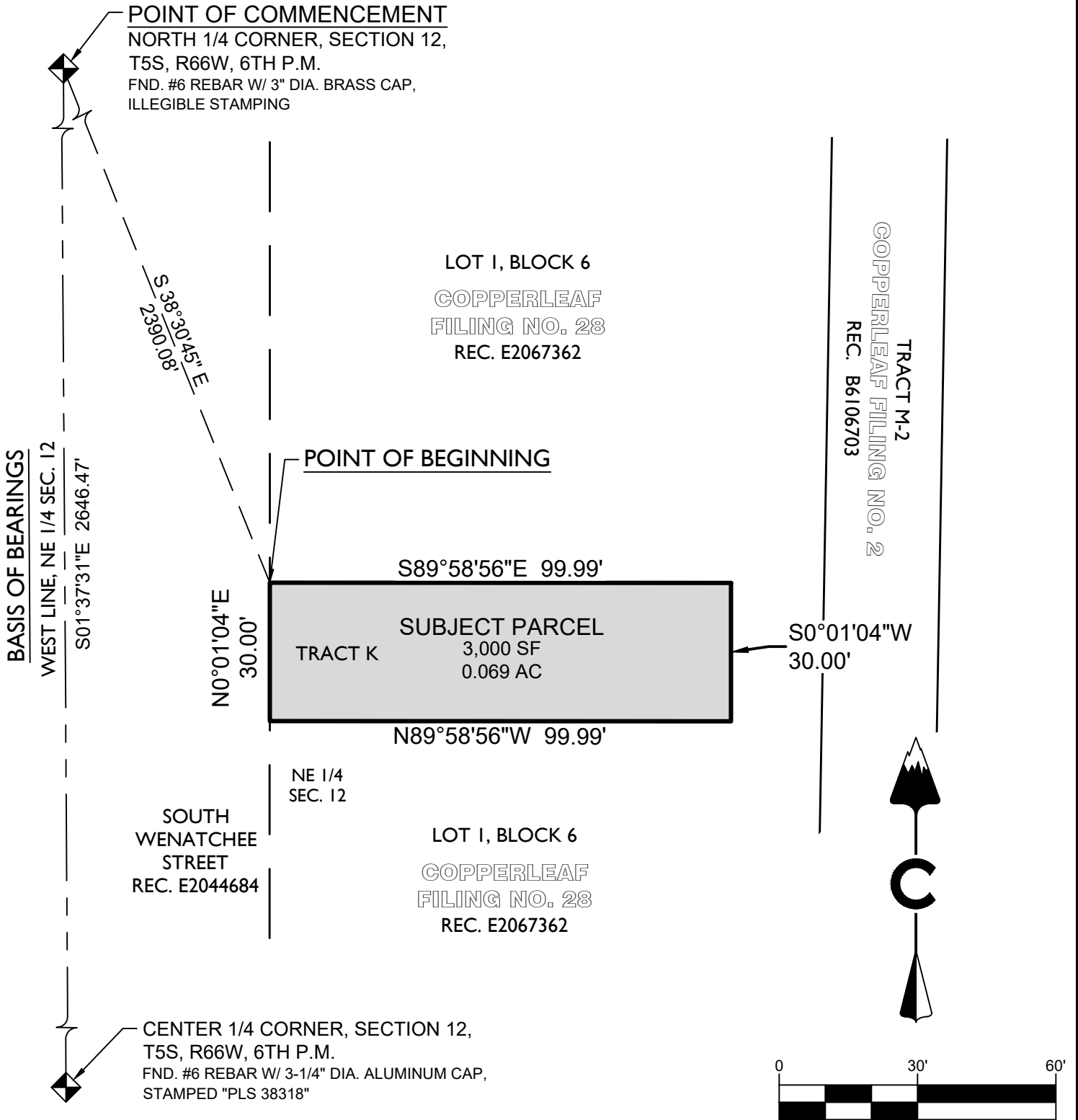
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SHEET 1 OF 2

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 3,000 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

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SHEET 2 OF 2

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REVIEWED BY: M. SMALL

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EXHIBIT F

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 7, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 36°45'00" E, A DISTANCE OF 2256.77 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT C, AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



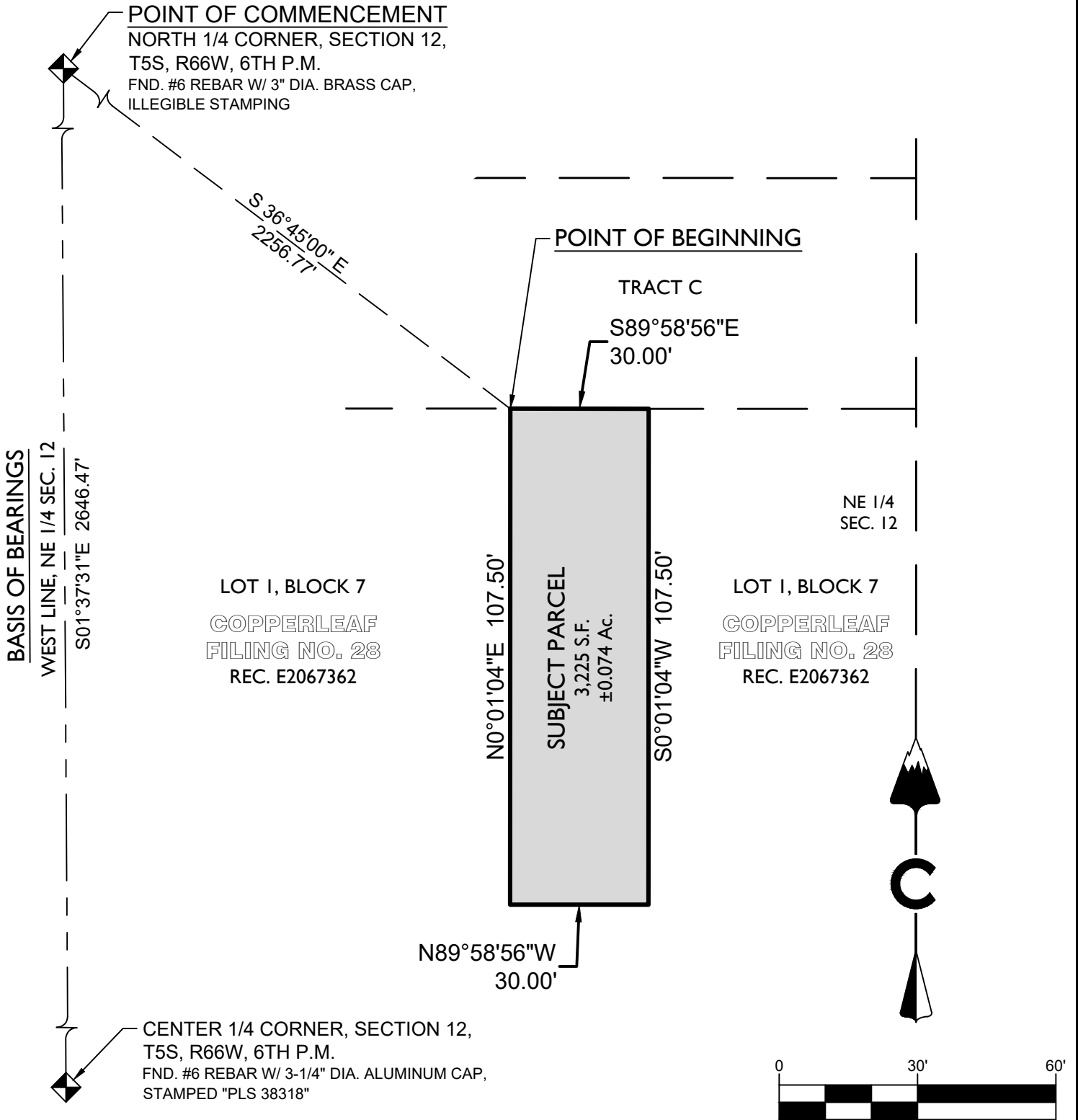
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PROJECT: 21-008 DRAWN BY: J. ANTON
DATE: 7/19/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

CORE

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3473 SOUTH BROADWAY
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

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EXHIBIT G

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 7, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 35°02'45" E, A DISTANCE OF 2208.66 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG THE SAID SOUTH LINE OF TRACT C, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT C, ALSO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

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COUNTY OF ARAPAHOE, STATE OF COLORADO

LOT I, BLOCK 6
COPPERLEAF
FILING NO. 2
REC. B6106703

POINT OF COMMENCEMENT
NORTH 1/4 CORNER, SECTION 12,
T5S, R66W, 6TH P.M.
FND. #6 REBAR W/ 3" DIA. BRASS CAP,
ILLEGIBLE STAMPING

POINT OF BEGINNING

TRACT C

S89°58'56"E
30.00'

NE 1/4
SEC. 12

LOT I, BLOCK 7
COPPERLEAF
FILING NO. 28
REC. E2067362

LOT I, BLOCK 7
COPPERLEAF
FILING NO. 28
REC. E2067362

N0°01'04"E 107.50'

SUBJECT PARCEL
3,225 S.F.
±0.074 Ac.

S0°01'04"W 107.50'

N89°58'56"W
30.00'

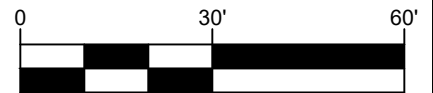
CENTER 1/4 CORNER, SECTION 12,
T5S, R66W, 6TH P.M.
FND. #6 REBAR W/ 3-1/4" DIA. ALUMINUM CAP,
STAMPED "PLS 38318"

BASIS OF BEARINGS

WEST LINE, NE 1/4 SEC. 12

S01°37'31"E 2646.47'

S 35°02'45" E
2208.66'



1 inch = 30 ft.

PARCEL CONTAINS 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

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EXHIBIT H
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 32°07'23" E, A DISTANCE OF 2135.03 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID SOUTH LINE OF TRACT C, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
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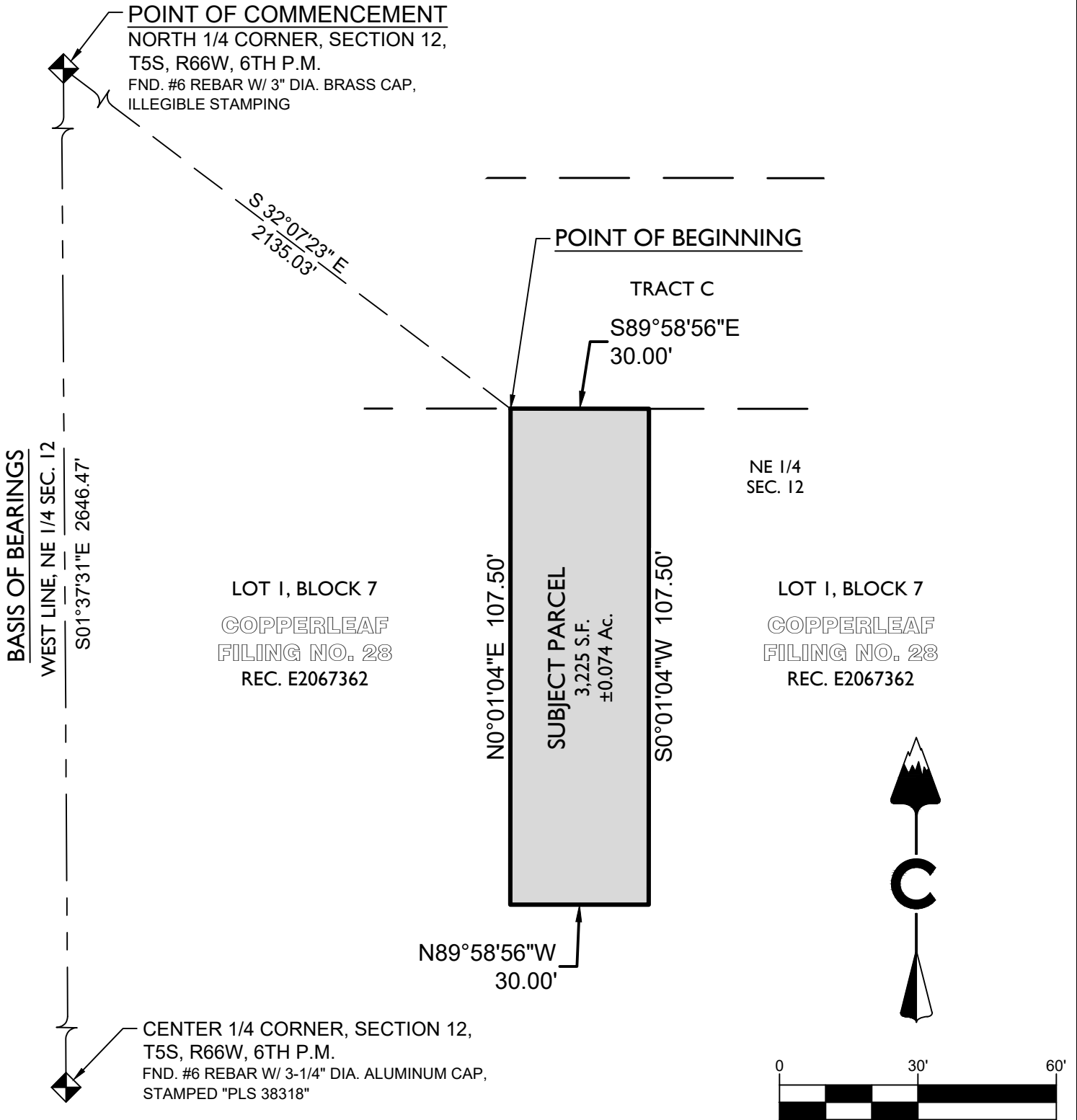
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 29°00'01" E, A DISTANCE OF 2067.35 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON SAID SOUTH LINE AND THE POINT OF BEGINNING.

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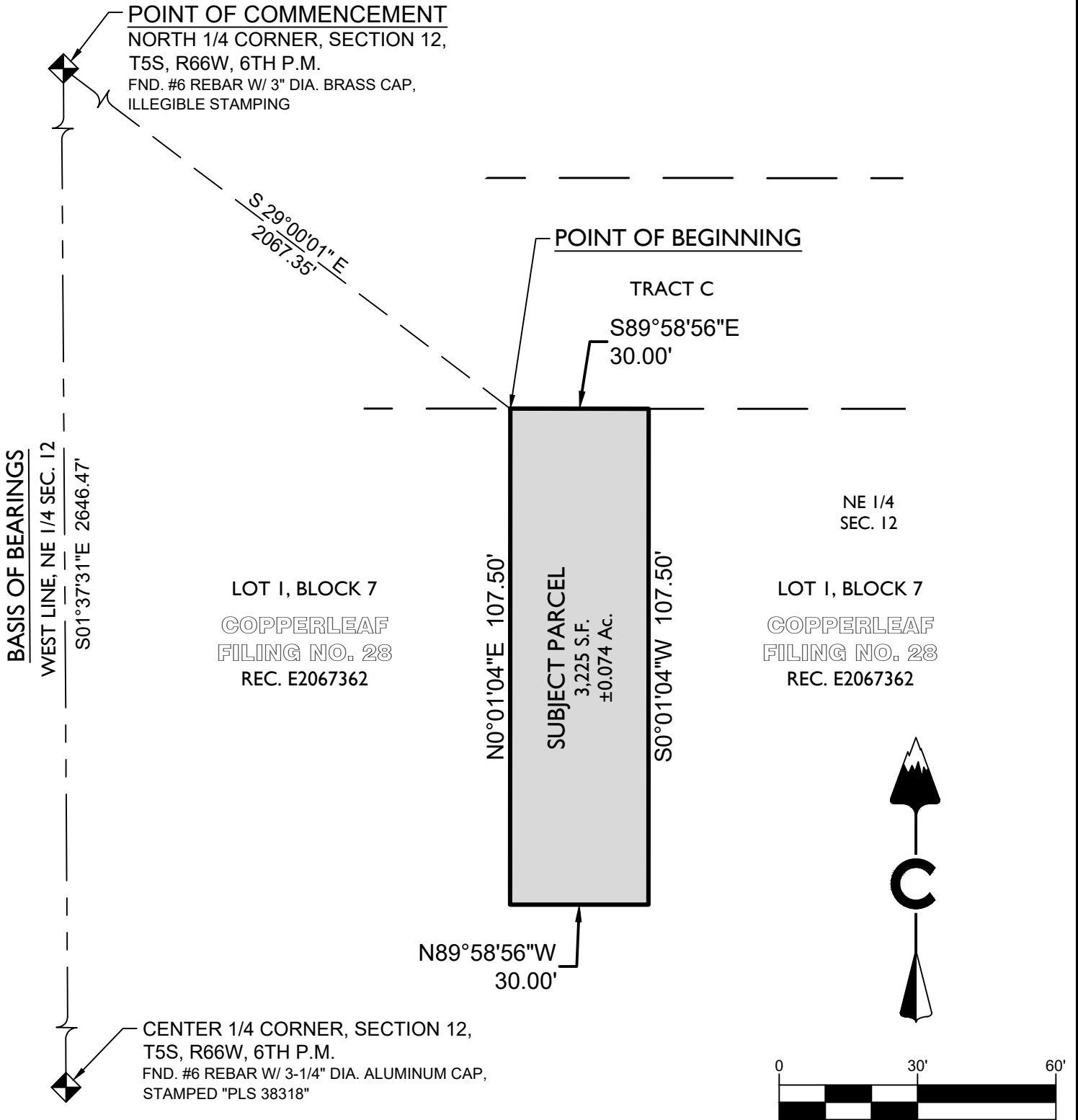
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EXHIBIT J

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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 32°19'05" E, A DISTANCE OF 1953.22 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

THENCE N 89° 58' 56" W, ALONG THE NORTH LINE OF SAID TRACT C, A DISTANCE OF 30.00 FEET;

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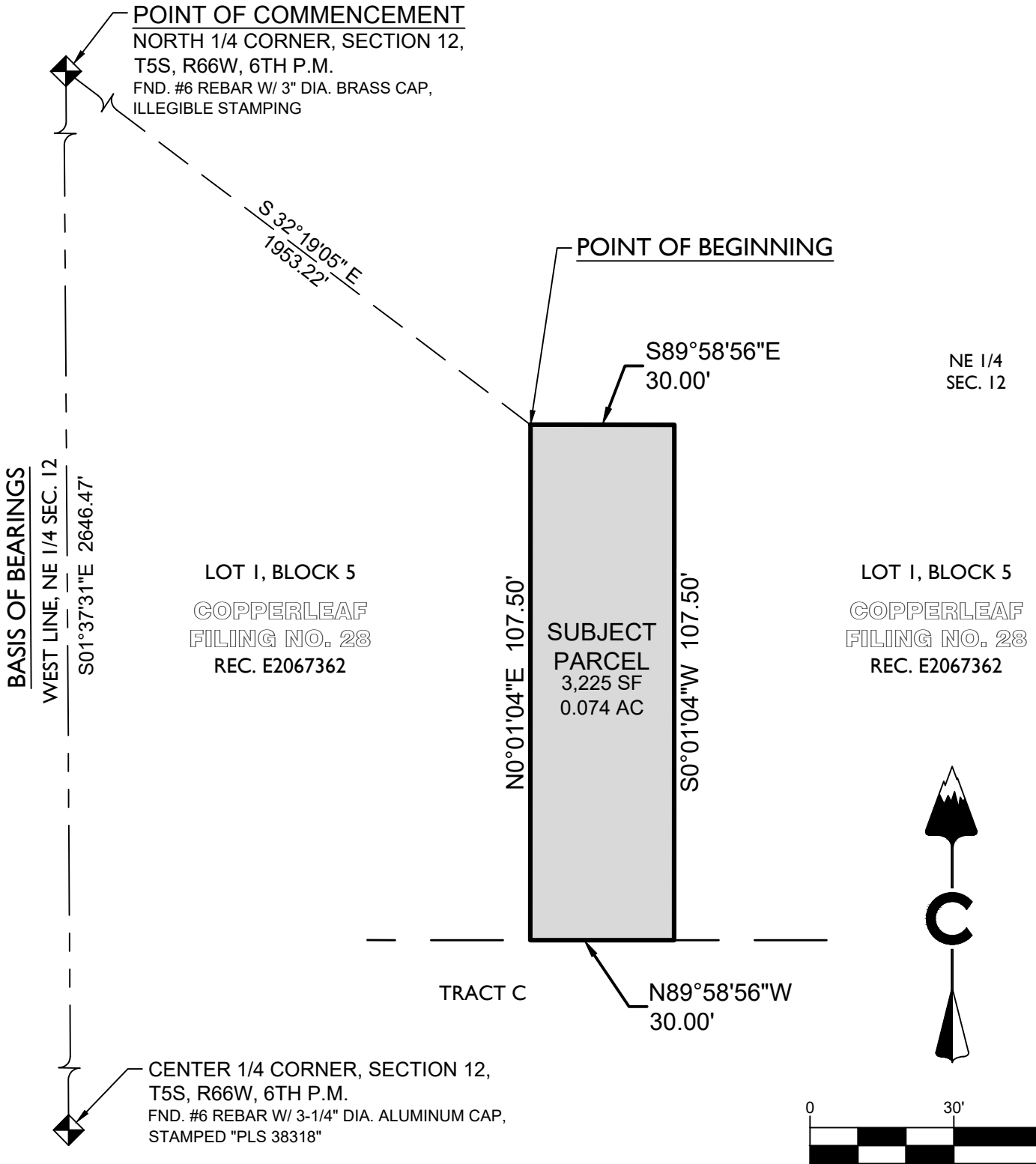
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 35°15'53" E, A DISTANCE OF 2021.68 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

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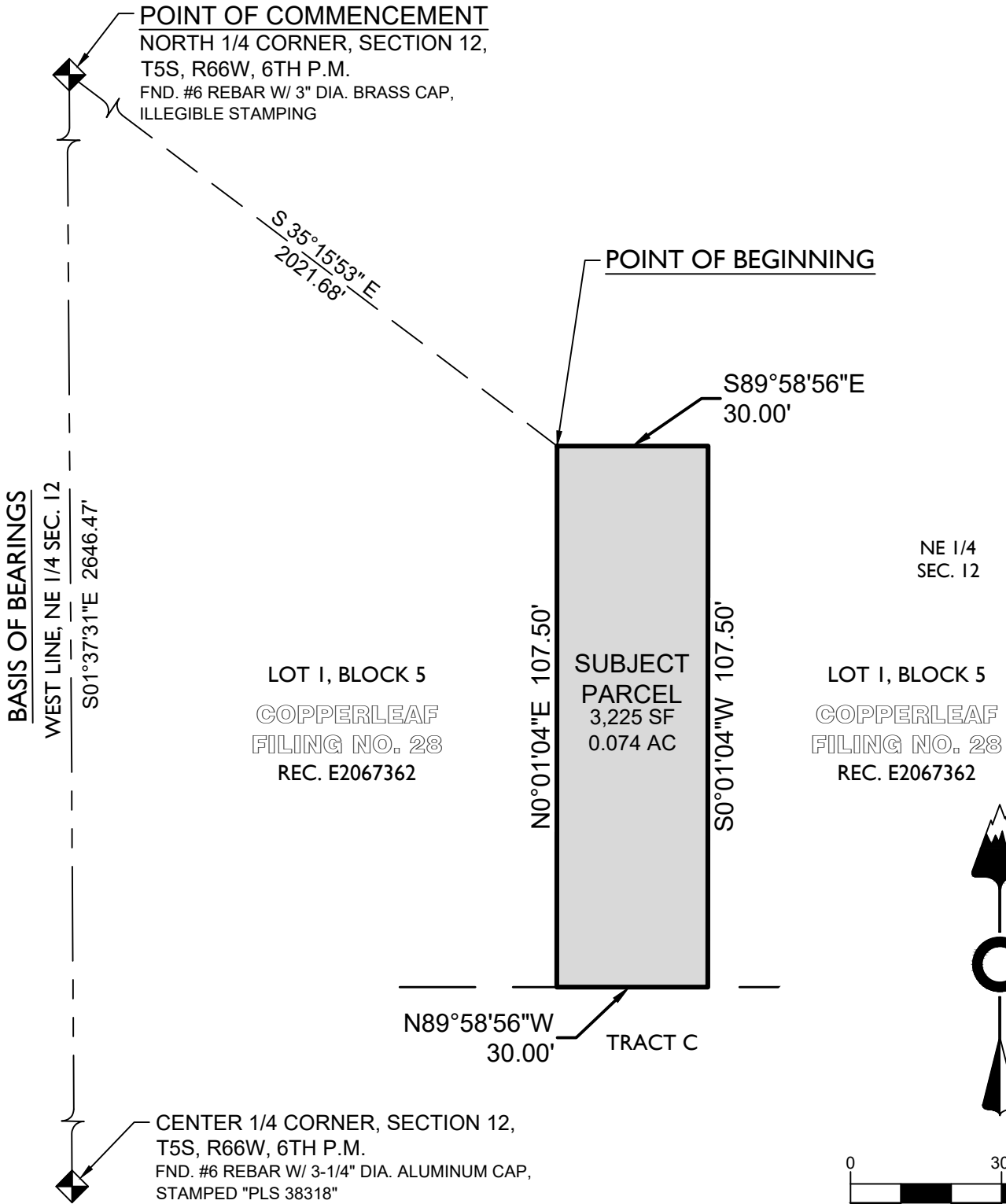
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 38°00'42" E, A DISTANCE OF 2095.13 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

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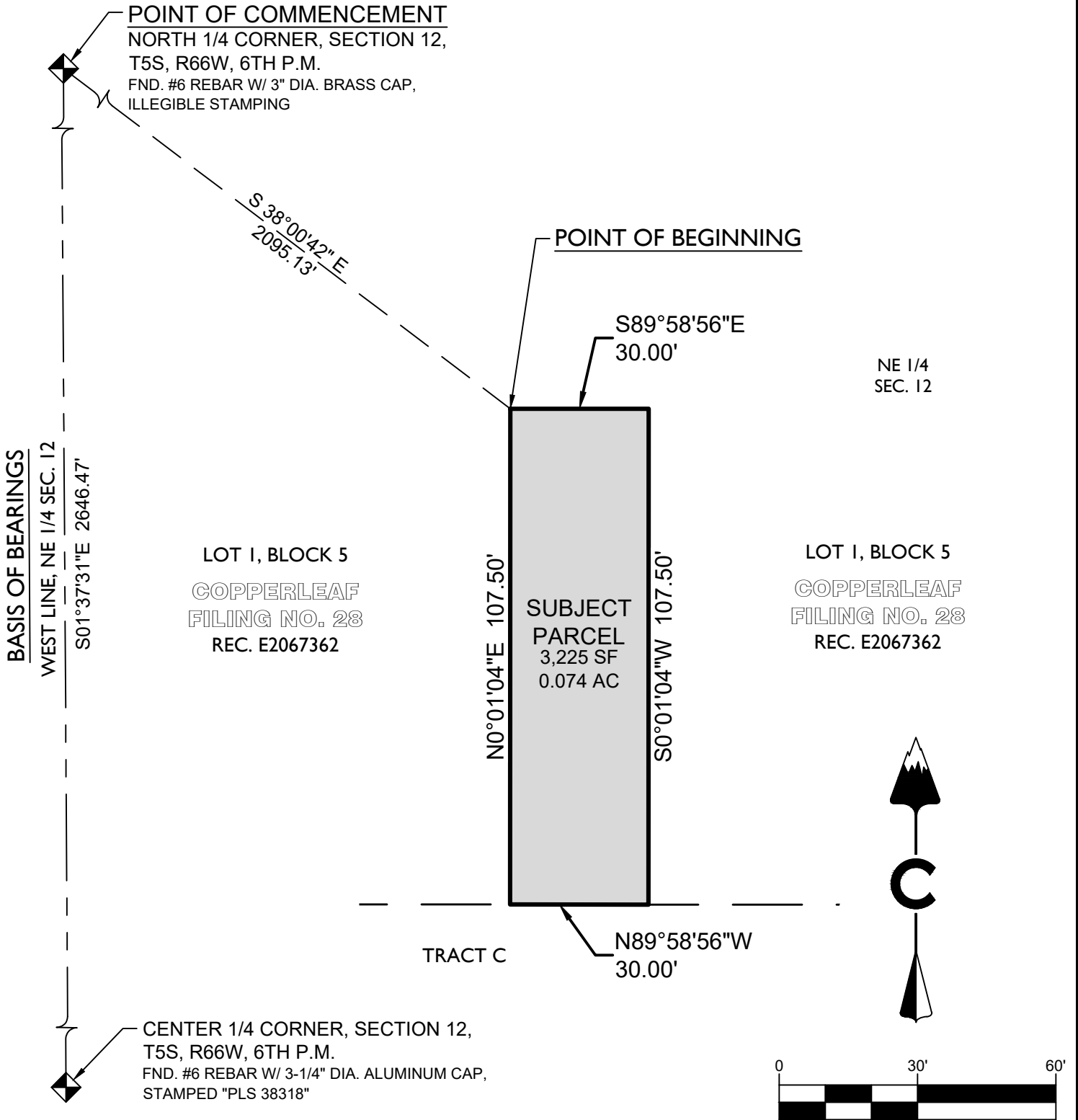
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COUNTY OF ARAPAHOE, STATE OF COLORADO

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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 42°05'08" E, A DISTANCE OF 1925.13 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

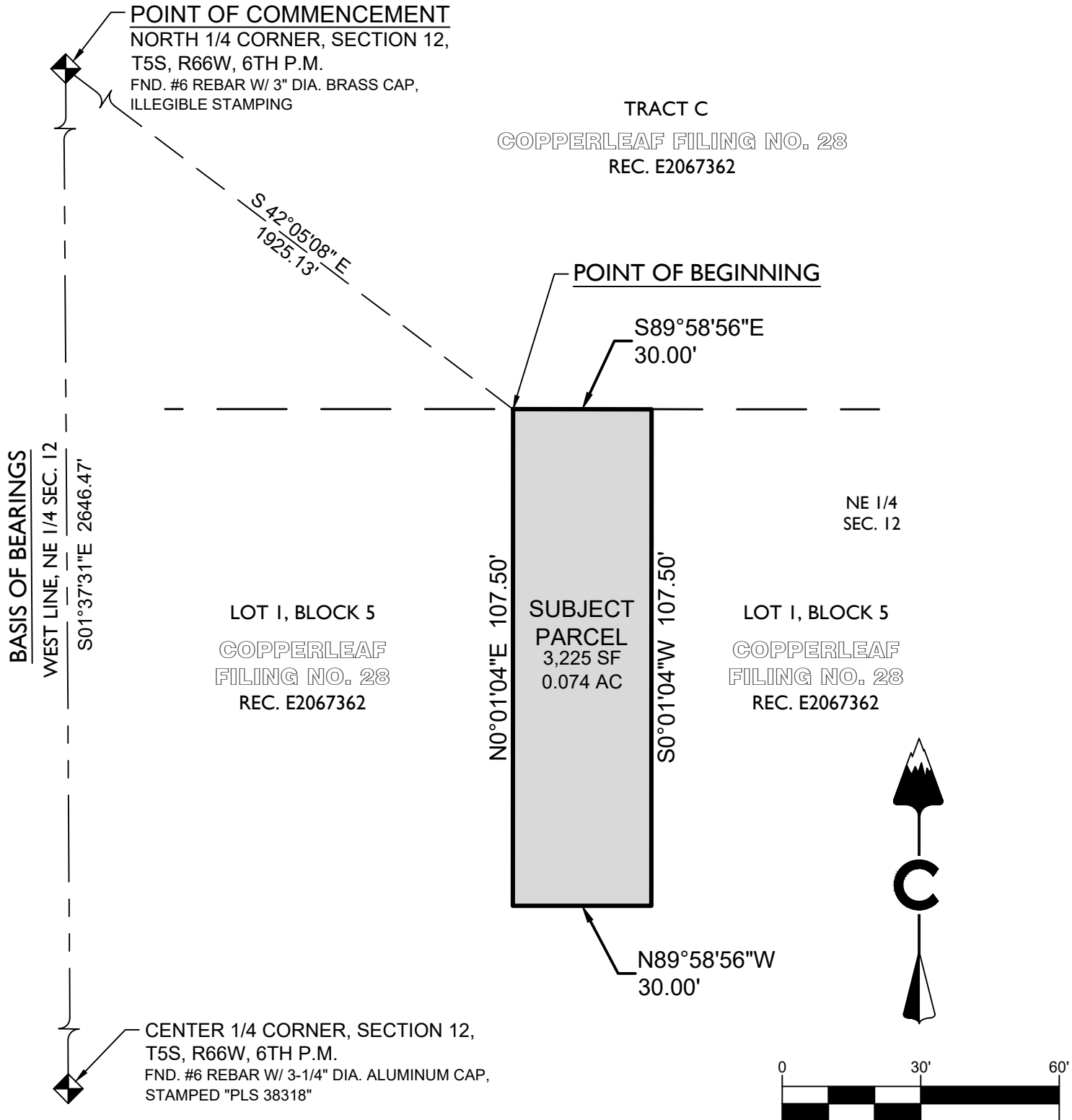
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 21-008 DRAWN BY: J. ANTON
DATE: 7/22/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

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REVIEWED BY: M. SMALL

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EXHIBIT N

EASEMENT PROPERTIES

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NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 39°15'01" E, A DISTANCE OF 1844.92 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON SAID SOUTH LINE AND THE POINT OF BEGINNING.

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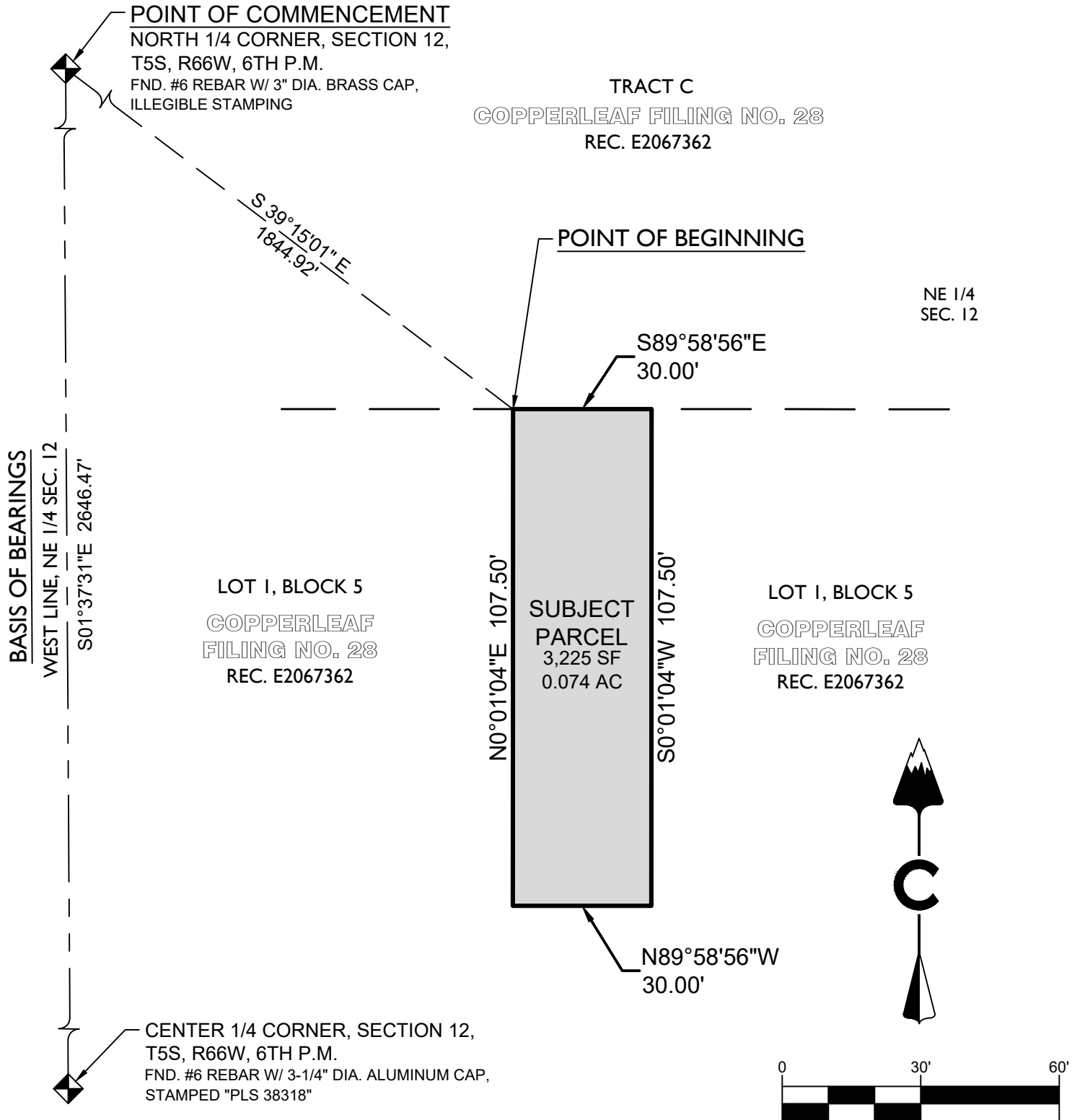
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NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 36°09'56" E, A DISTANCE OF 1769.63 FEET TO A POINT ON THE SOUTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET;
THENCE S 00° 01' 04" W, A DISTANCE OF 107.50 FEET;
THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
THENCE N 00° 01' 04" E, A DISTANCE OF 107.50 FEET TO A POINT ON SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,225 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

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CORE CONSULTANTS, INC.



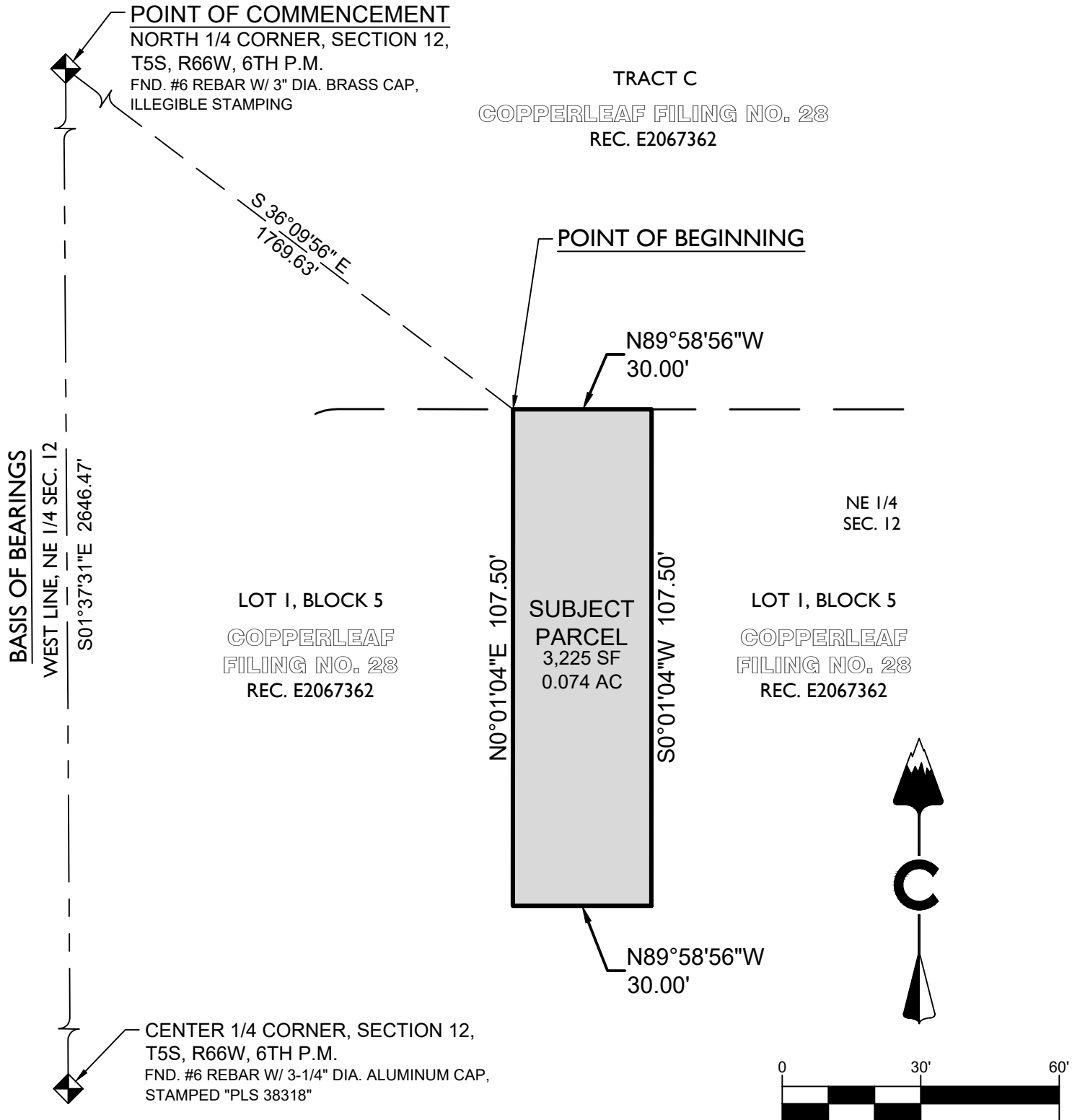
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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EXHIBIT P

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NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 32°22'08" E, A DISTANCE OF 1567.08 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 55.00 FEET, TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

THENCE N 89° 58' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,650 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



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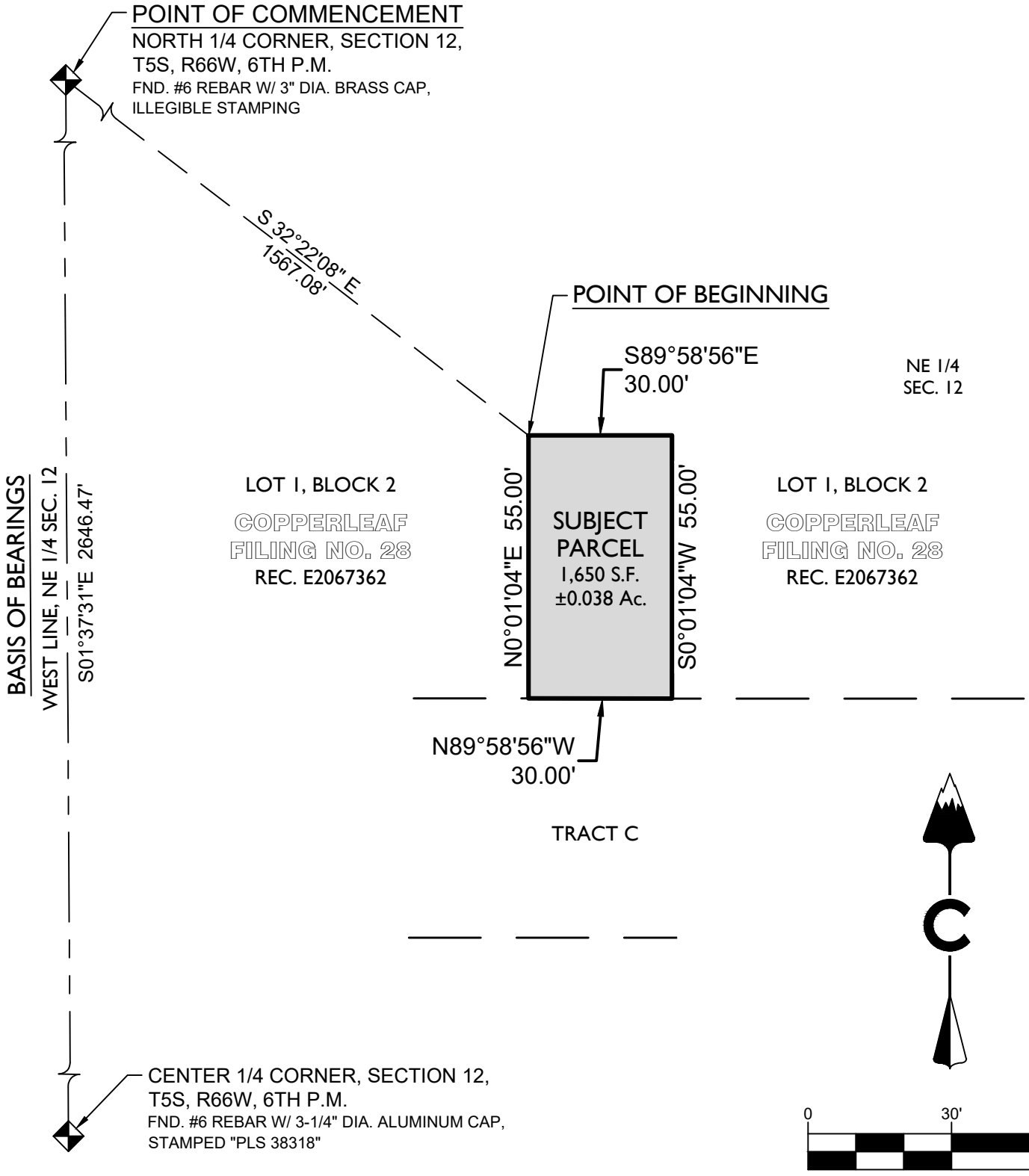
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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EXHIBIT Q

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NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 35°58'48" E, A DISTANCE OF 1635.67 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

THENCE N 89° 58' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,650 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

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COLORADO PLS 38534
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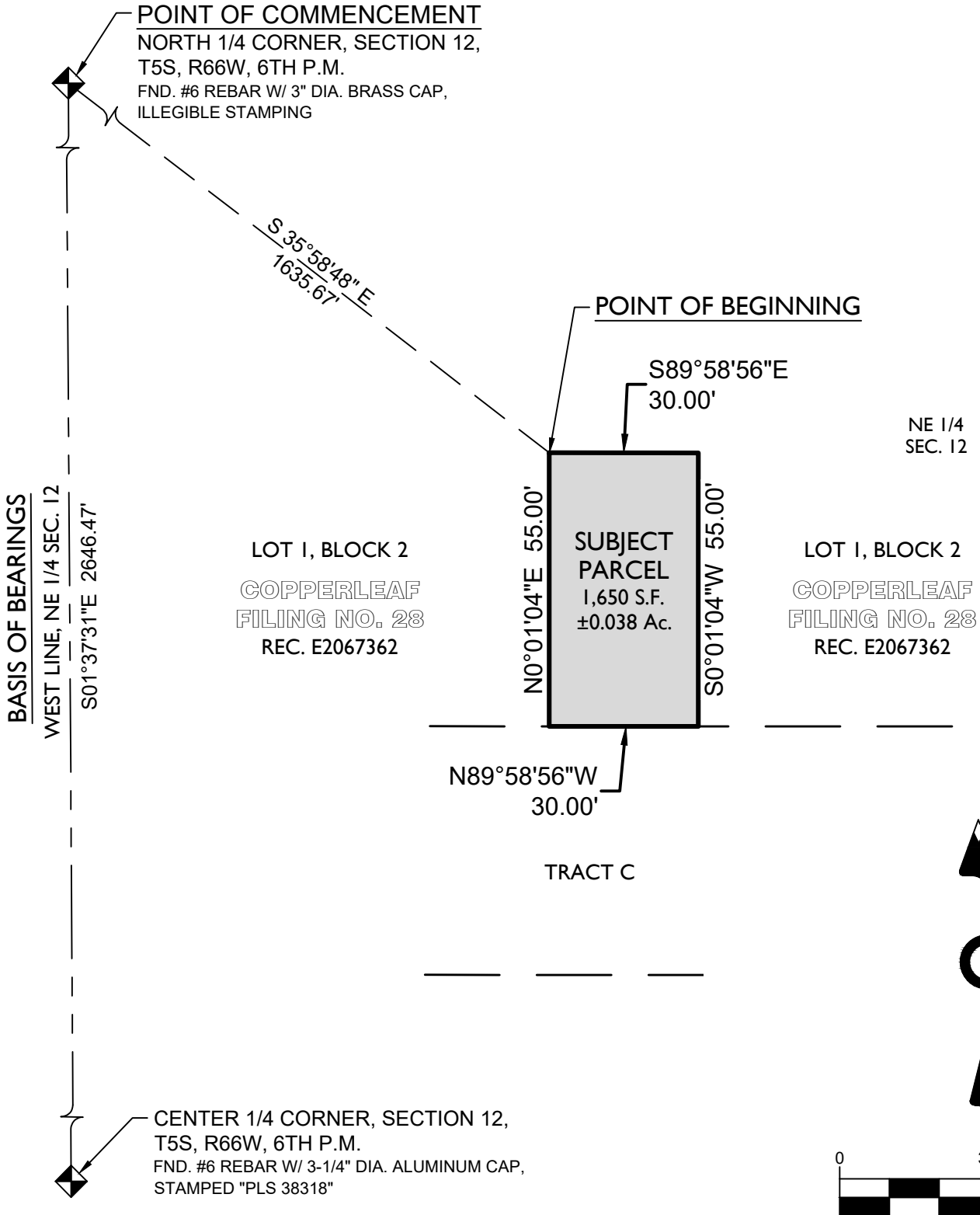
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CORE

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3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
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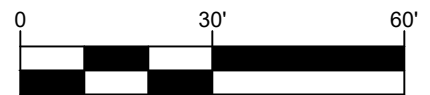
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1 inch = 30 ft.

EXHIBIT R
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 39°17'19" E, A DISTANCE OF 1710.23 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 2;

THENCE N 89° 58' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

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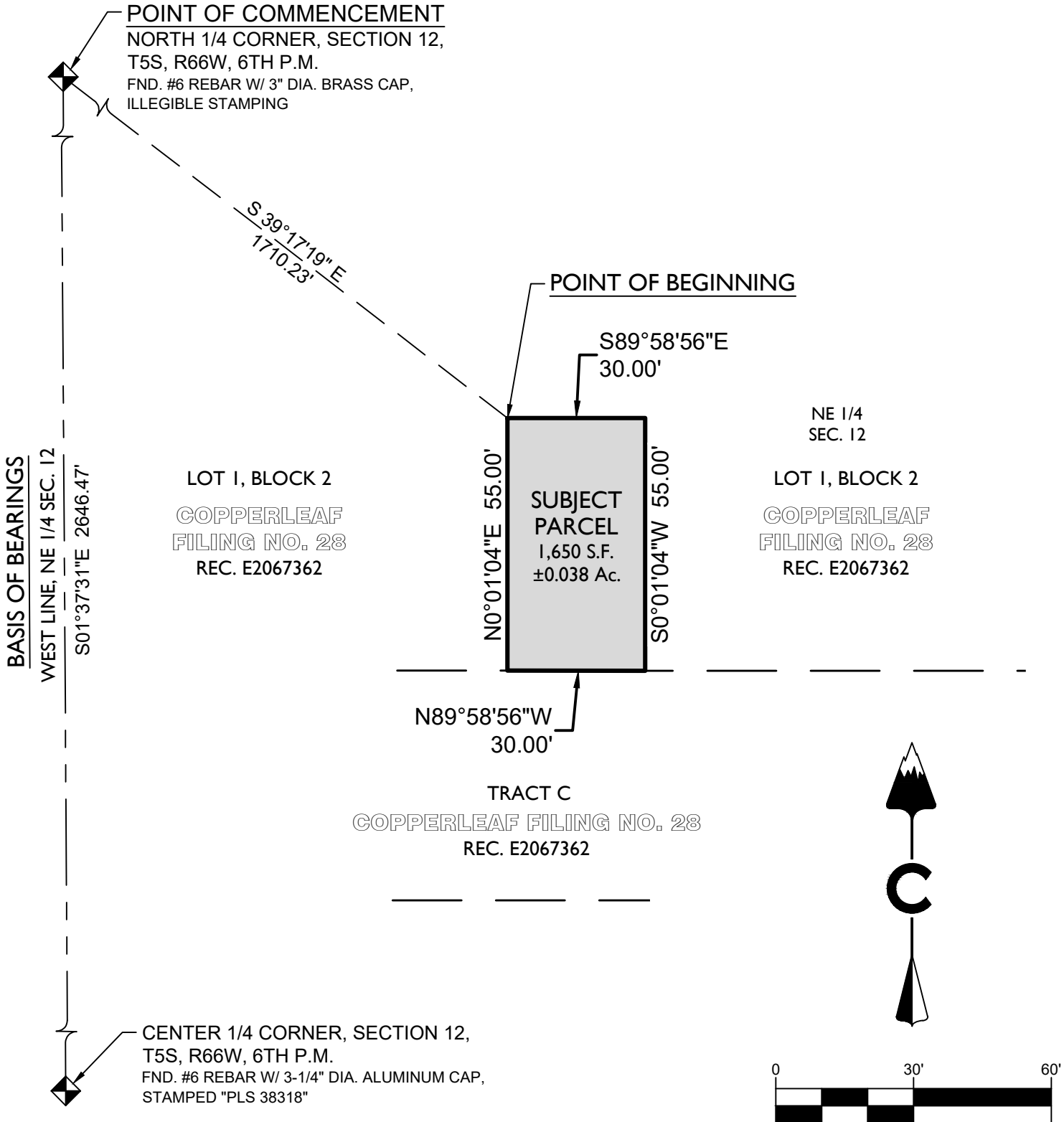
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EXHIBIT S

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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 42°18'42" E, A DISTANCE OF 1790.00 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

THENCE N 89° 58' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

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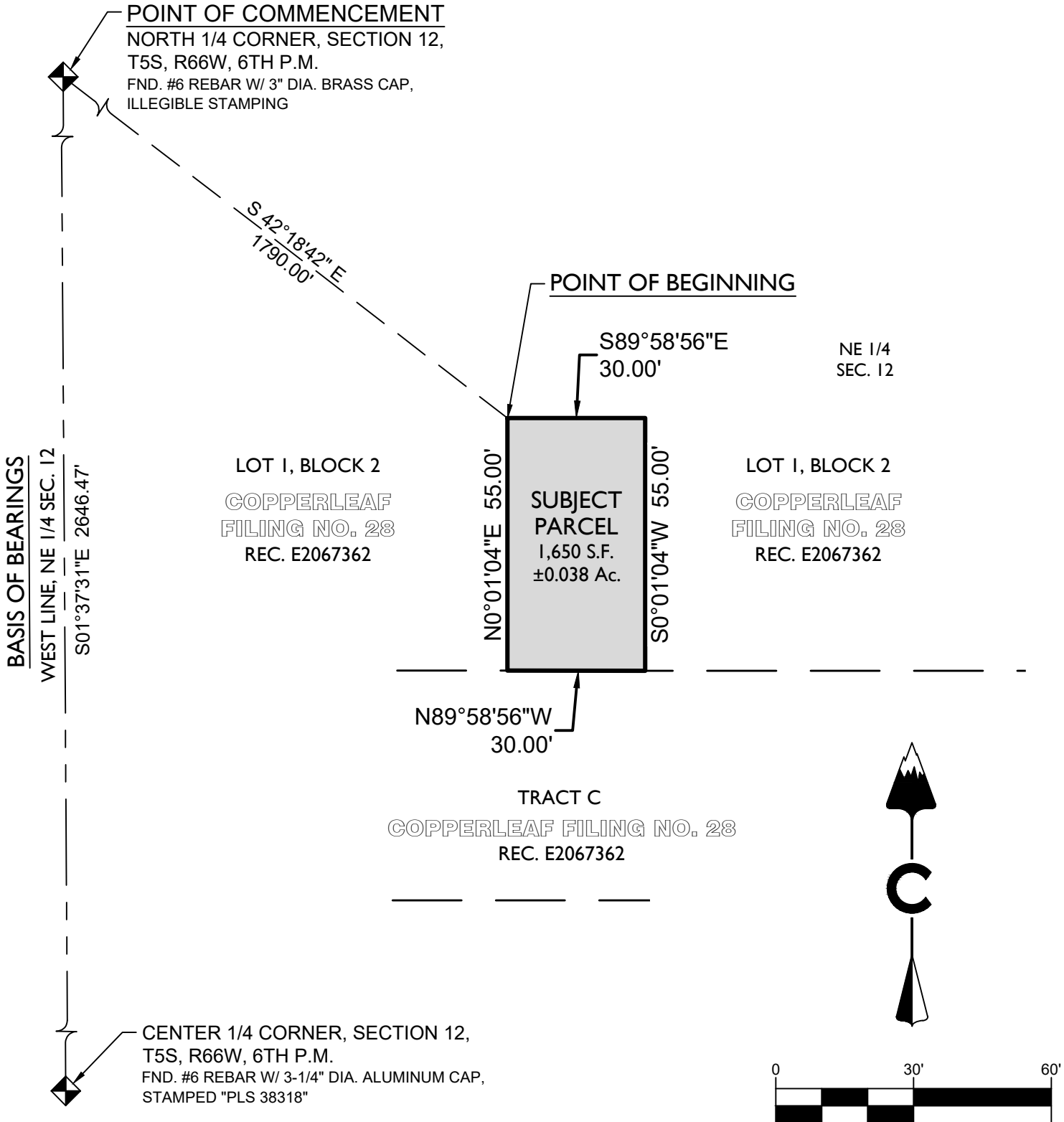
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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 44°04'55" E, A DISTANCE OF 1842.74 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 55.00 FEET, TO A POINT ON THE NORTH LINE OF TRACT C, SAID COPPERLEAF FILING NO. 28;

THENCE N 89° 58' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,650 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 21-008
DATE: 7/22/2022
SHEET 1 OF 2

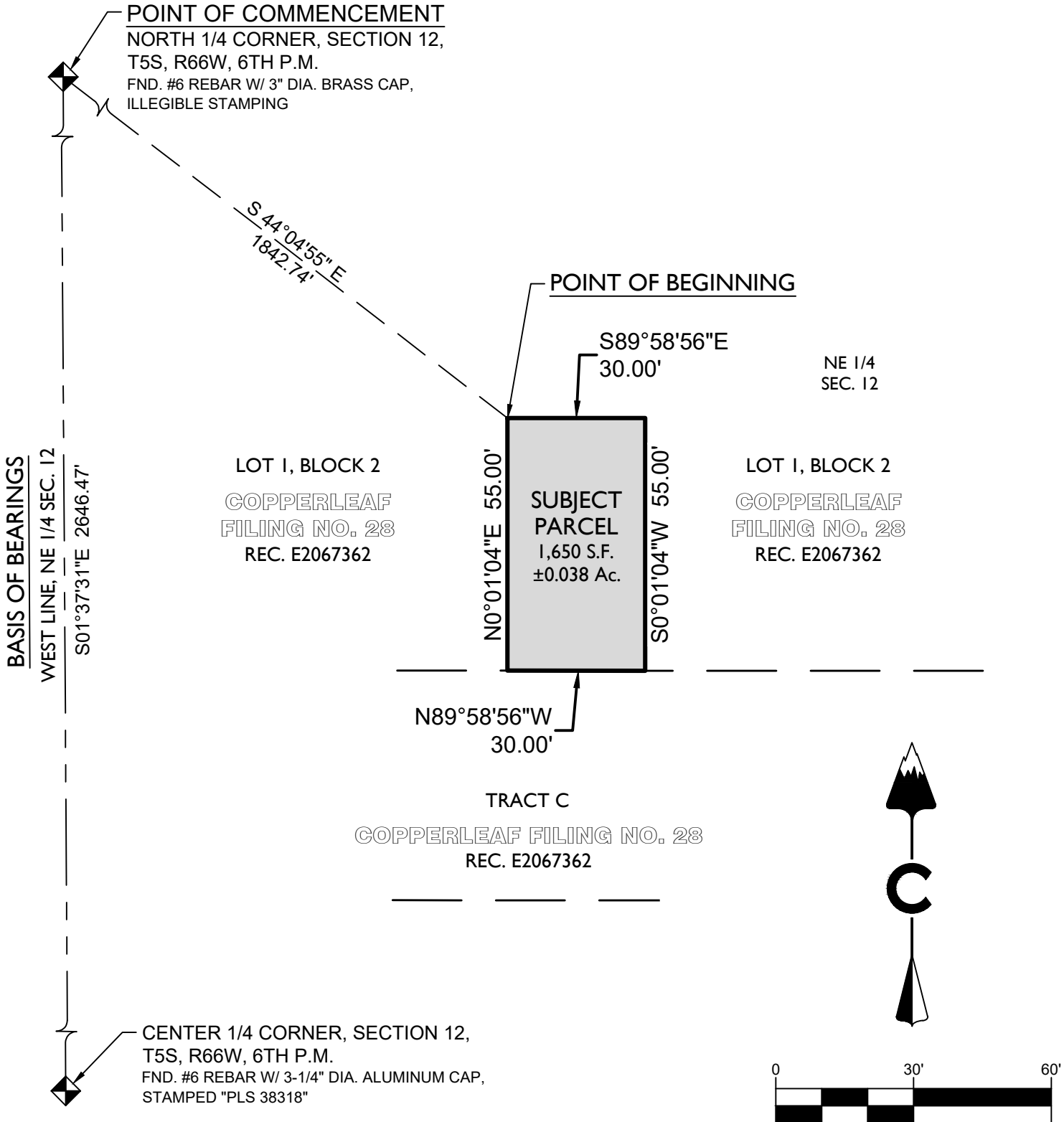
DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,650 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

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SHEET 2 OF 2

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

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EXHIBIT U
EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 49°00'34" E, A DISTANCE OF 1698.46 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 2 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 65.64 FEET;

THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 65.64 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



MILES SMALL
COLORADO PLS 38534
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SHEET 1 OF 2

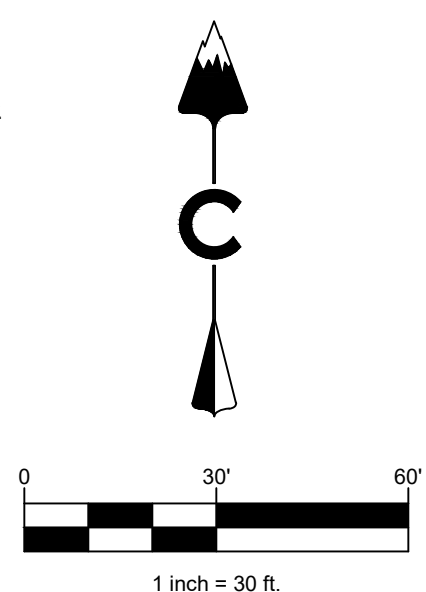
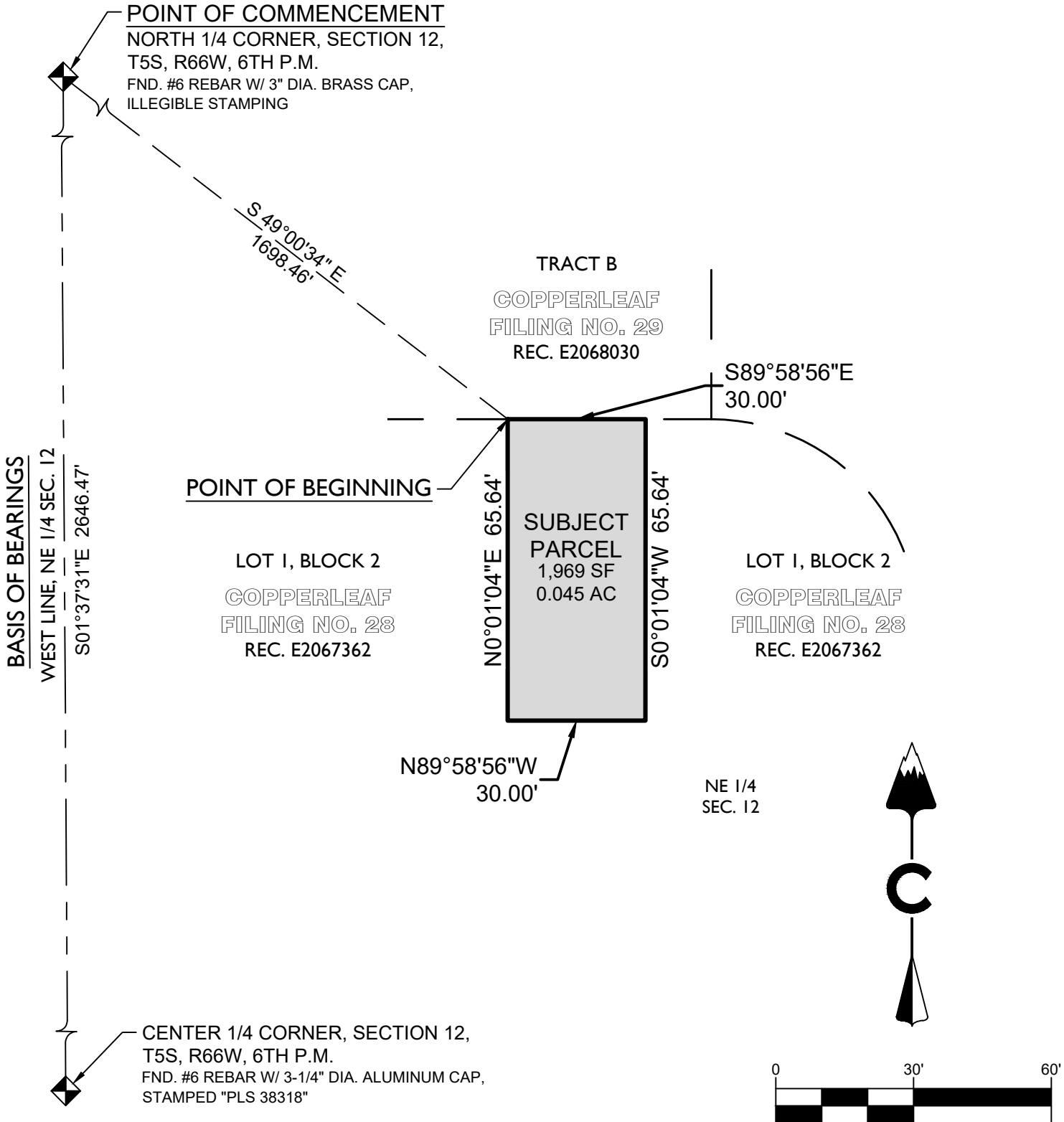
DRAWN BY: J. ANTON
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

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SHEET 2 OF 2

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REVIEWED BY: M. SMALL

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EXHIBIT V

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 47°14'47" E, A DISTANCE OF 1641.10 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 2 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 65.64 FEET;

THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 65.64 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.



MILES SMALL
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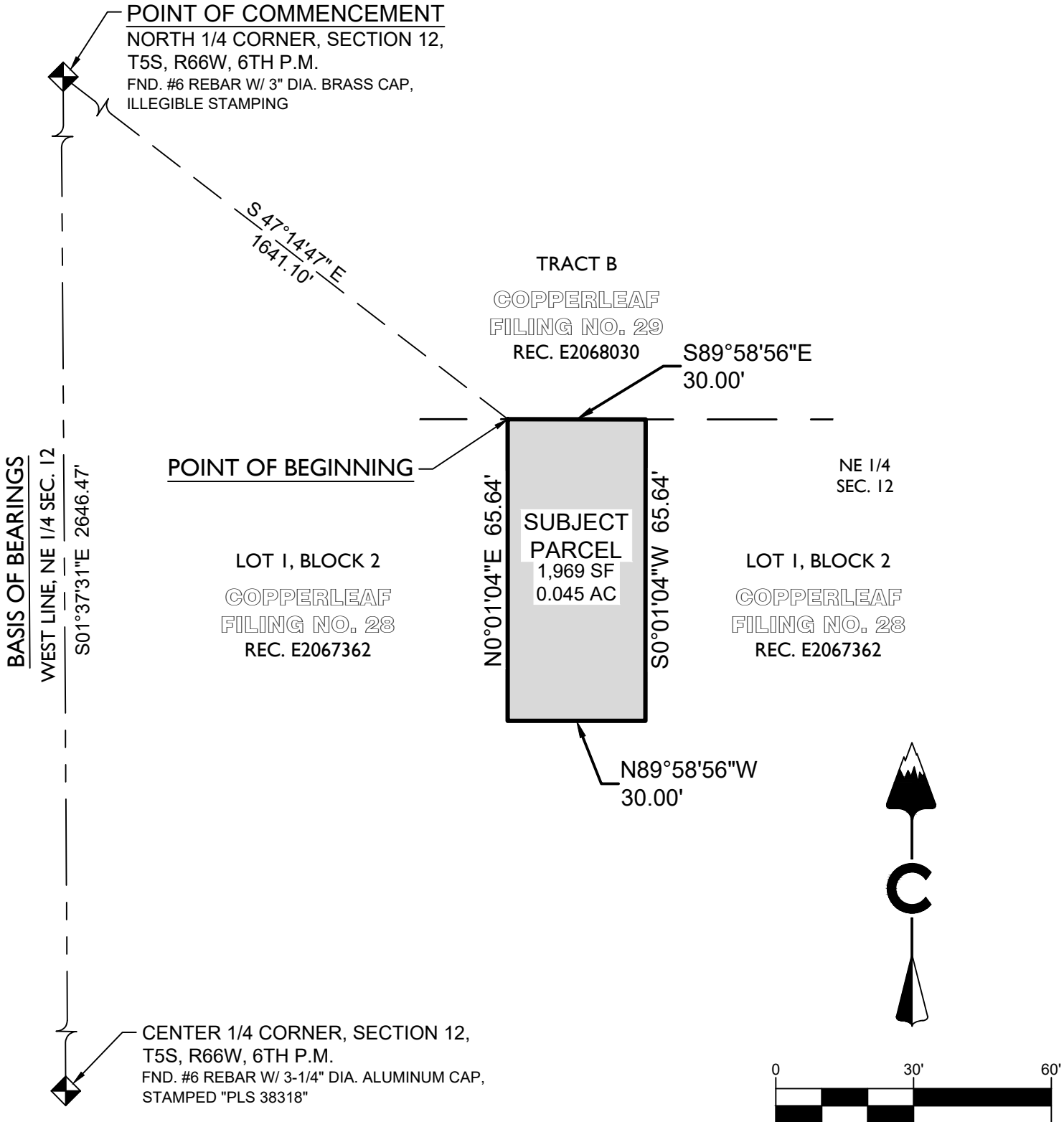
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

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SHEET 2 OF 2

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REVIEWED BY: M. SMALL



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EXHIBIT W
EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

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COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 44°11'31" E, A DISTANCE OF 1553.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 2 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 65.64 FEET;

THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 65.64 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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SHEET 1 OF 2

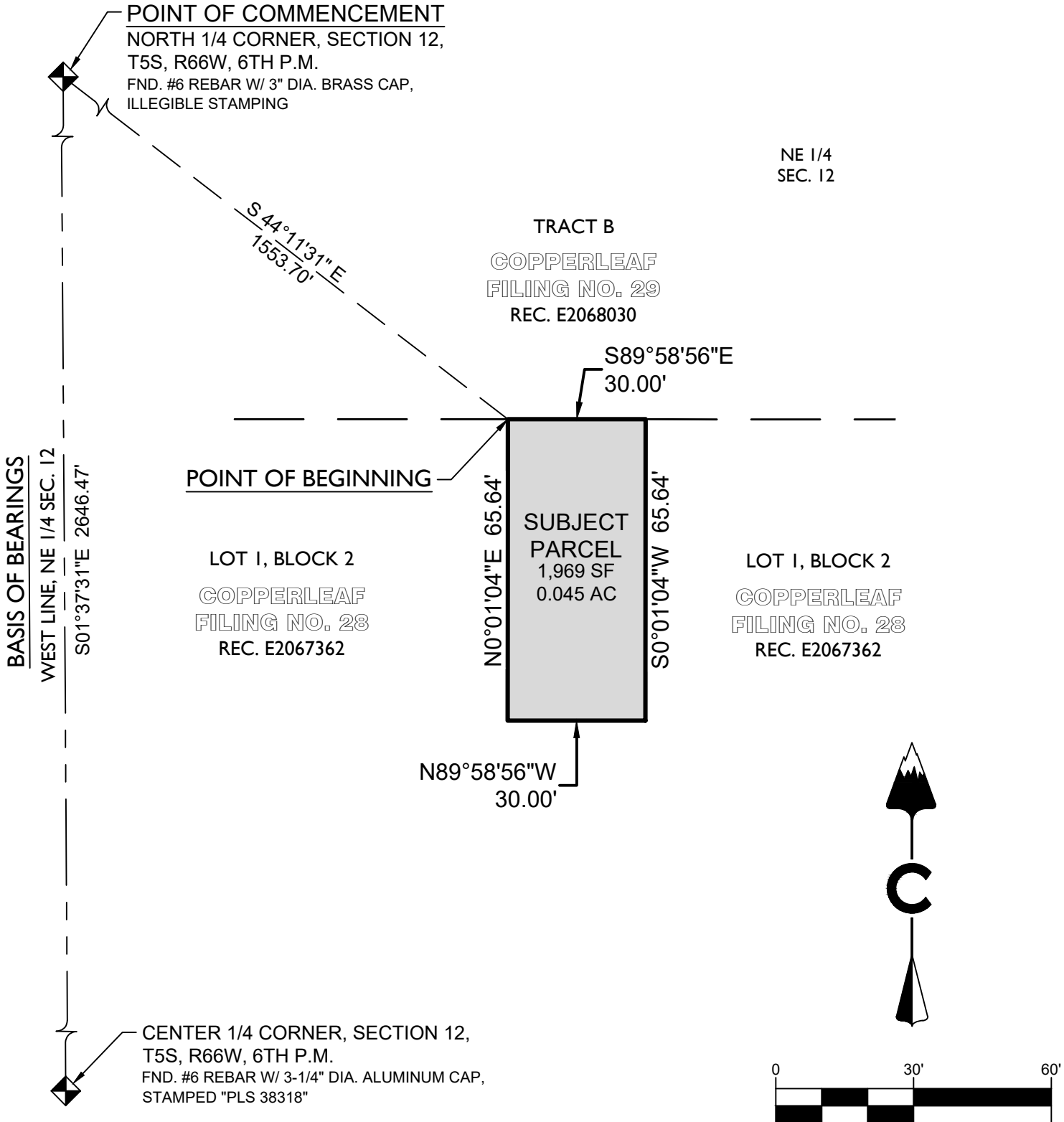
DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

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SHEET 2 OF 2

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EXHIBIT X

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 40°47'03" E, A DISTANCE OF 1471.23 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 2 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 65.64 FEET;

THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 65.64 FEET TO A POINT ON SAID NORTH LINE AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



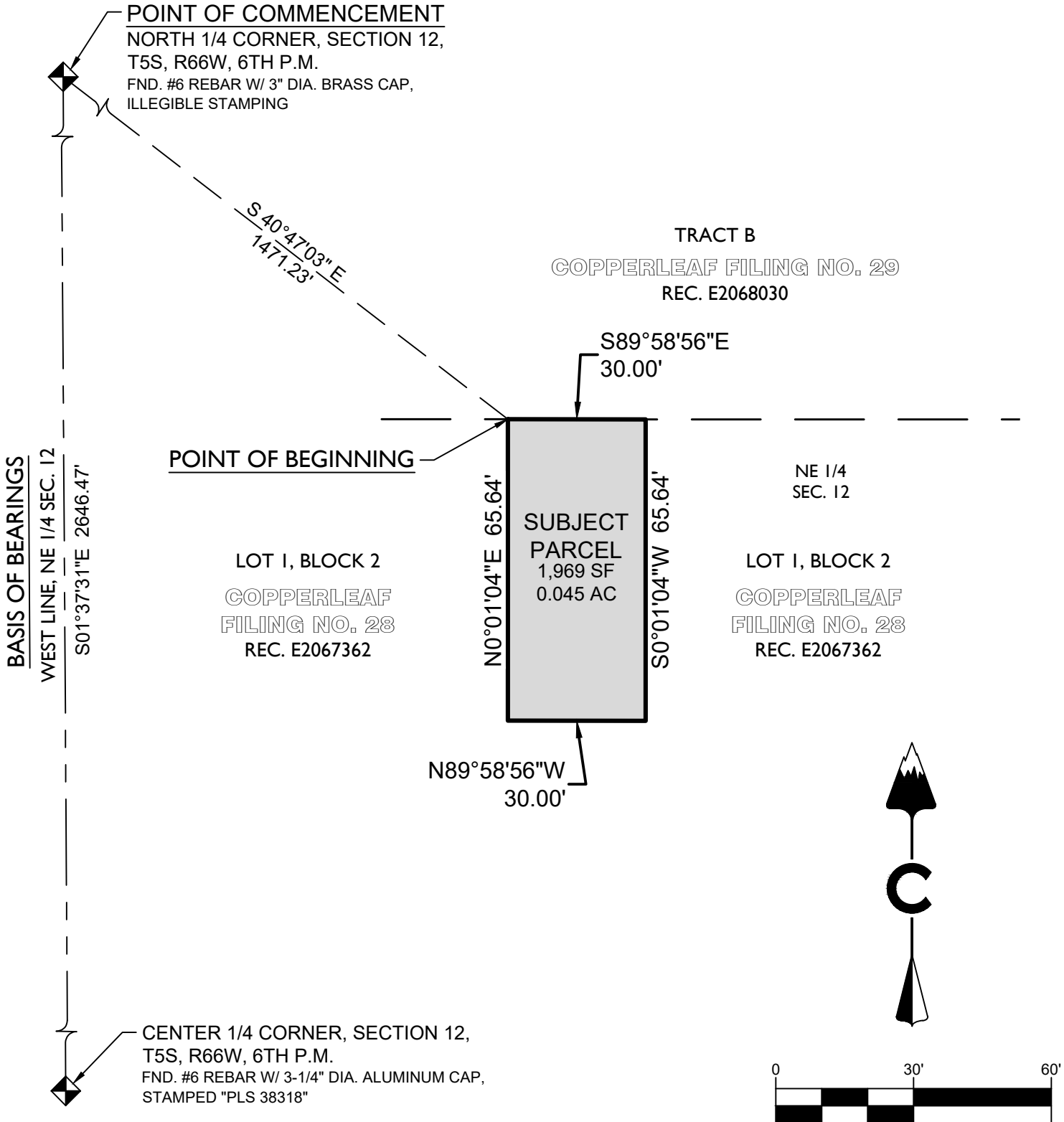
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DATE: 7/22/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

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SHEET 2 OF 2

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

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EXHIBIT Y

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 36°59'14" E, A DISTANCE OF 1394.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 2 AND THE POINT OF BEGINNING;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE S 00° 01' 04" W, A DISTANCE OF 65.64 FEET;

THENCE N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 65.64 FEET TO A POINT ON SAID NORTH LINE, ALSO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

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SHEET 1 OF 2

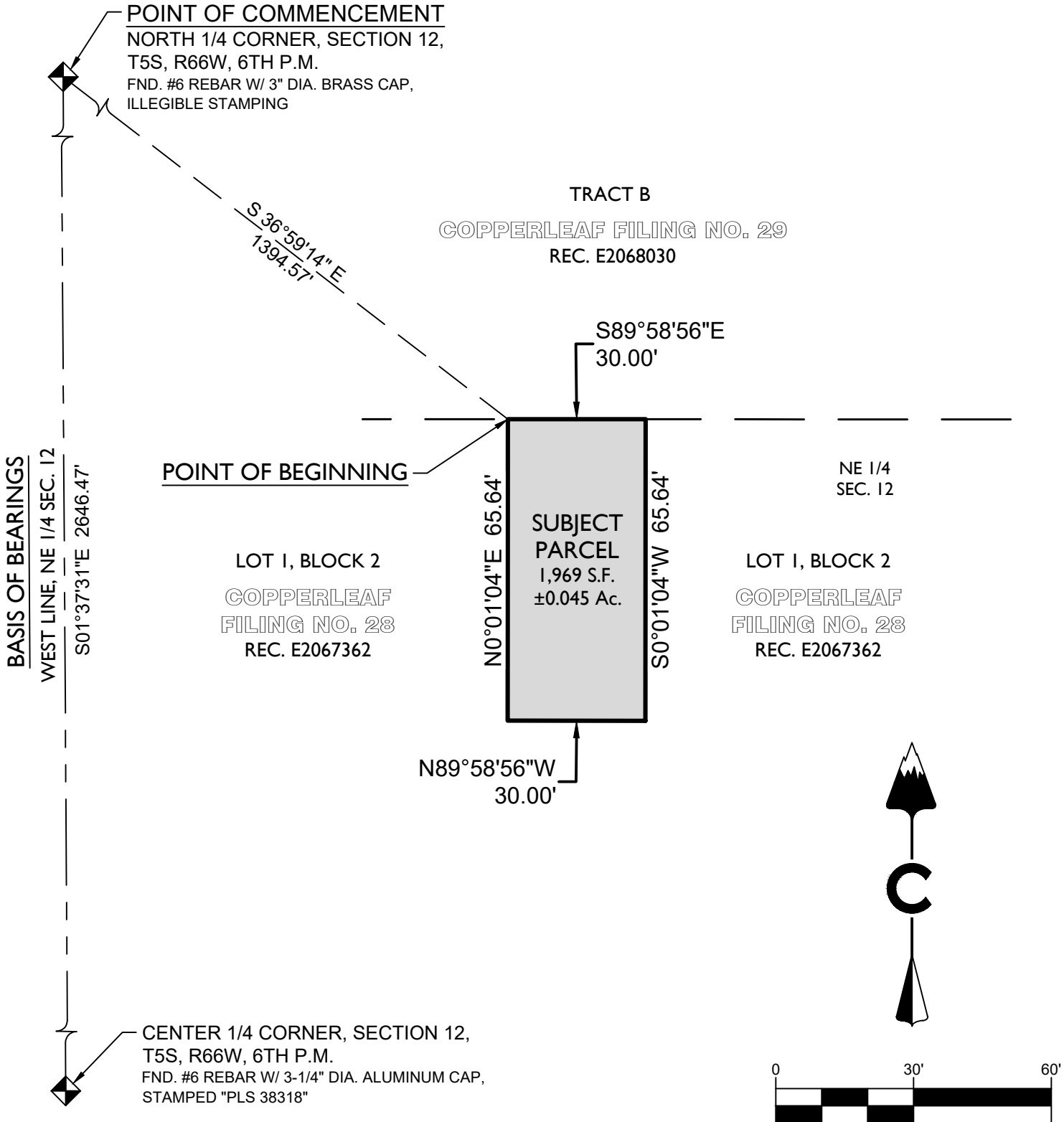
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL CONTAINS 1,969 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

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DATE: 7/22/2022
SHEET 2 OF 2

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REVIEWED BY: M. SMALL

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EXHIBIT Z

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING ALL OF TRACT C AND PORTIONS OF LOT 1 - BLOCK 4 AND LOT 1 - BLOCK 5, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 29°08'36"E, A DISTANCE OF 1578.38 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C AND THE POINT OF BEGINNING;

THENCES 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 385.28 FEET;

THENCE N 00°01'04" E, A DISTANCE OF 5.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 10.00 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C;

THENCE S 89°58'56" E, ALONG SAID NORTH LINE, A DISTANCE OF 188.31 FEET;

THENCE N 00°01'04" E, A DISTANCE OF 5.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 10.00 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C;

THENCE ALONG TRACT C THE FOLLOWING SEVEN (7) COURSES:

1. S 89°58'56" E, A DISTANCE OF 9.00 FEET;

2. S 00° 01' 04" W, A DISTANCE OF 50.00 FEET;

3. N 89° 58' 56" W, A DISTANCE OF 364.95 FEET TO A POINT OF CURVATURE;

4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 18.85 FEET;

5. S 00° 01' 04" W, A DISTANCE OF 305.50 FEET TO A POINT OF CURVATURE;

6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 18.85 FEET;

7. S 89° 58' 56" E, A DISTANCE OF 195.02 FEET;

THENCE N 00°01'04" E, A DISTANCE OF 5.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 10.00 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C;

THENCE S 89° 58' 56" E, ALONG SAID NORTH LINE, A DISTANCE OF 207.99 FEET;

THENCE N 00°01'04" E, A DISTANCE OF 5.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 10.00 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT C;

THENCE ALONG TRACT C THE FOLLOWING EIGHT (8) COURSES:

1. S 89° 58' 56" E, A DISTANCE OF 9.09 FEET;

2. S 00° 01' 04" W, A DISTANCE OF 50.00 FEET;

3. N 89° 58' 56" W, A DISTANCE OF 669.75 FEET;

4. N 00° 01' 04" E, A DISTANCE OF 50.00 FEET;

5. S 89° 58' 56" E, A DISTANCE OF 75.63 FEET;

6. N 00° 01' 04" E, A DISTANCE OF 329.50 FEET;

7. N 89° 58' 56" W, A DISTANCE OF 75.63 FEET;

8. N 00° 01' 04" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 21-008
DATE: 7/22/2022
SHEET 1 OF 4

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 31°27'58"E, A DISTANCE OF 1674.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 - BLOCK 4 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID LOT 1 - BLOCK 4 THE FOLLOWING TWO (2) COURSES:

1. S 89° 58' 56" E, A DISTANCE OF 58.02 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 70°31'44", AND AN ARC LENGTH OF 14.77 FEET;

THENCE N 89°58'56" W, A DISTANCE OF 4.31 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 10.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 5.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 - BLOCK 4;

THENCE S 00° 01' 04" W, ALONG SAID EAST LINE, A DISTANCE OF 294.50 FEET;

THENCE N 89°58'56" W, A DISTANCE OF 5.00 FEET;

THENCE S 00°01'04" W, A DISTANCE OF 10.00 FEET;

THENCE S 89°58'56" E, A DISTANCE OF 3.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 - BLOCK 4 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID LOT 1 - BLOCK 4 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 65°22'32", AND AN ARC LENGTH OF 13.69 FEET, THE CHORD OF WHICH BEARS S 57°19'47" W, A DISTANCE OF 12.96 FEET;
2. N 89° 58' 56" W, A DISTANCE OF 58.02 FEET;
3. N 00° 01' 04" E, A DISTANCE OF 329.50 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 90,399 SQUARE FEET OR 2.075 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008
DATE: 7/22/2022
SHEET 2 OF 4

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5
SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO



POINT OF COMMENCEMENT
NORTH 1/4 CORNER, SECTION 12,
T5S, R66W, 6TH P.M.
FND. #6 REBAR W/ 3" DIA. BRASS CAP,
ILLEGIBLE STAMPING

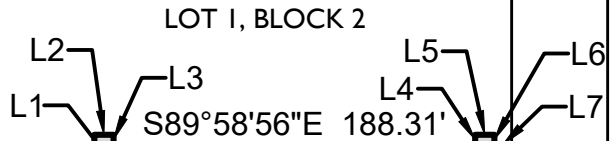
NE 1/4
SEC. 12

POINT OF BEGINNING

S31°27'58"E 1674.89'

POINT OF BEGINNING
EXCEPTION PARCEL

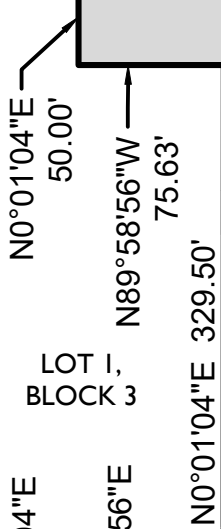
S89°58'56"E 385.28'



SUBJECT PARCEL
90,399 S.F. ±2.075 Ac. **TRACT C**
E. STANFORD AVENUE
(PRIVATE STREET)

BASIS OF BEARINGS

WEST LINE, NE 1/4 SEC. 12 S01°37'31"E 2646.47'



LOT I,
BLOCK 3

TRACT C

N0°01'04"E 329.50'

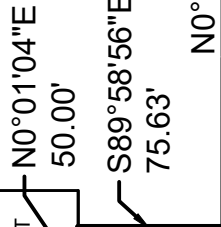
LOT I, BLOCK 4

SUBJECT PARCEL
90,399 S.F. ±2.075 Ac.

EXCEPTION PARCEL
22,912 S.F.
±0.526 Ac.

LOT I, BLOCK 5

COPPERLEAF
FILING NO. 28
REC. E2067362



TRACT C

TRACT E

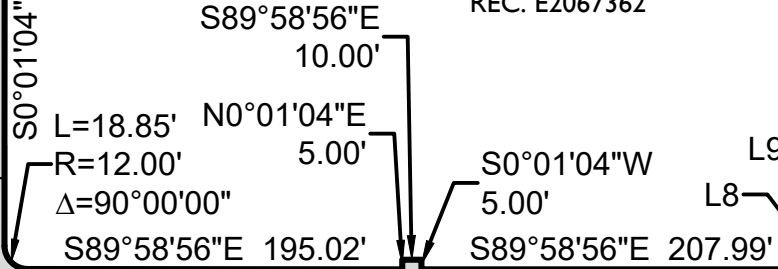
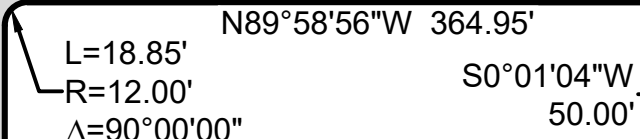
N89°58'56"W 58.02'

N89°58'56"W 669.75'

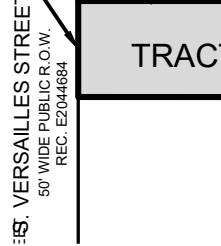
LOT I, BLOCK 7

E. STANFORD PLACE
REC. NO. E2044684
50' WIDE PUBLIC R.O.W.

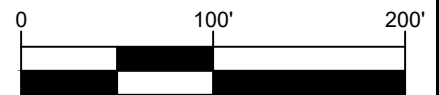
SUBJECT PARCEL
90,399 S.F. ±2.075 Ac.



S. WENATCHEE STREET
50' WIDE PUBLIC R.O.W.
REC. NO. E2044684



CENTER 1/4 CORNER, SECTION 12,
T5S, R66W, 6TH P.M.
FND. #6 REBAR W/ 3-1/4" DIA. ALUMINUM CAP,
STAMPED "PLS 38318"



1 inch = 100 ft.

PARCEL CONTAINS 90,399 SQUARE FEET OR 2.075 ACRES, MORE OR LESS.

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

PROJECT: 21-008
DATE: 7/22/2022
SHEET 3 OF 4

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	14.77'	12.00'	70°31'44"	S54°43'05"E	13.86'
C2	13.69'	12.00'	65°22'32"	S57°19'47"W	12.96'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	5.00'	N 0°01'04" E
L2	10.00'	S 89°58'56" E
L3	5.00'	S 0°01'04" W
L4	5.00'	N 0°01'04" E
L5	10.00'	S 89°58'56" E
L6	5.00'	S 0°01'04" W
L7	9.00'	S 89°58'56" E
L8	5.00'	N 0°01'04" E
L9	10.00'	S 89°58'56" E

LINE TABLE

LINE #	LENGTH	DIRECTION
L10	5.00'	S 0°01'04" W
L11	9.09'	S 89°58'56" E
L12	58.02'	S 89°58'56" E
L13	4.31'	N 89°58'56" W
L14	10.00'	S 0°01'04" W
L15	5.00'	S 89°58'56" E
L16	5.00'	N 89°58'56" W
L17	10.00'	S 0°01'04" W
L18	3.91'	S 89°58'56" E

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008
DATE: 7/22/2022
SHEET 4 OF 4

DRAWN BY: J. ANTON
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT AA

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING ALL OF TRACT B AND A PORTION OF LOT 2 - BLOCK 1, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 18°59'07" E, A DISTANCE OF 1326.99 FEET TO THE NORTHWEST CORNER OF SAID TRACT B AND THE POINT OF BEGINNING;

THENCE ALONG SAID TRACT B, THE FOLLOWING FIVE (5) COURSES:

1. S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;
2. S 00° 01' 04" W, A DISTANCE OF 221.43 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 36.13 FEET;
4. S 89° 58' 56" E, A DISTANCE OF 110.50 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 16°24'58" AND AN ARC LENGTH OF 6.59 FEET;

THENCE N 00° 01' 04" E, A DISTANCE OF 9.64 FEET;

THENCE S 89° 58' 56" E, A DISTANCE OF 10.00 FEET;

THENCE S 00° 01' 04" W, 3.60 FEET TO A POINT ON THE EAST LINE OF SAID TRACT B AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID TRACT B, THE FOLLOWING TEN (10) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 44°09'37", AND AN ARC LENGTH OF 17.73 FEET, THE CHORD OF WHICH BEARS N 22° 05' 52" E, A DISTANCE OF 17.29 FEET;
2. N 00° 01' 04" E, A DISTANCE OF 221.43 FEET;
3. S 89° 58' 56" E, A DISTANCE OF 30.00 FEET;
4. S 00° 01' 04" W, A DISTANCE OF 221.43 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 36.13 FEET;
6. S 89° 58' 56" E, A DISTANCE OF 47.50 FEET;
7. S 00° 01' 04" W, A DISTANCE OF 30.00 FEET;
8. N 89° 58' 56" W, A DISTANCE OF 234.00 FEET TO A POINT OF CURVATURE;
9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 83.25 FEET;
10. N 00° 01' 04" E, A DISTANCE OF 221.43 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 23,086 SQUARE FEET OR 0.530 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008
DATE: 7/25/2022
SHEET 1 OF 3

DRAWN BY: KDS
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.64'	N 0°01'04" E
L2	10.00'	S 89°58'56" E
L3	3.60'	S 0°01'04" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	6.59'	23.00'	16°24'58"	N81°48'35"E	6.57'
C2	17.73'	23.00'	44°09'37"	N22°05'52"E	17.29'

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008
DATE: 7/25/2022
SHEET 3 OF 3

DRAWN BY: KDS
REVIEWED BY: M. SMALL

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT BB

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT E, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 25°01'37" E, A DISTANCE OF 1995.44 FEET TO THE NORTHWEST CORNER OF SAID TRACT E AND THE POINT OF BEGINNING;

THENCE ALONG SAID TRACT E, THE FOLLOWING FOUR (4) COURSES:

1. S 89° 58' 56" E, ALONG THE SOUTH LINE OF THE EAST STANFORD PLACE RIGHT-OF-WAY, AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY CLERK RECORDS, A DISTANCE OF 30.00 FEET;
2. S 00° 01' 04" W, A DISTANCE OF 137.98 FEET;
3. N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
4. N 00° 01' 04" E, A DISTANCE OF 137.98 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,139 SQUARE FEET OR 0.095 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

MILES SMALL
COLORADO PLS 38534
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 21-008 DRAWN BY: J. ANTON
DATE: 7/25/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT CC

EASEMENT PROPERTIES

EXHIBIT

NORTHEAST QUARTER, SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ARAPAHOE, STATE OF COLORADO

A PARCEL OF LAND BEING TRACT D, COPPERLEAF FILING NO. 28, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. E2067362, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, THENCE S 18°54'52" E, A DISTANCE OF 1911.21 FEET TO THE NORTHWEST CORNER OF SAID TRACT D AND THE POINT OF BEGINNING;

THENCE ALONG TRACT D, THE FOLLOWING FOUR (4) COURSES:

1. S 89° 58' 56" E, ALONG THE SOUTH LINE OF THE EAST STANFORD PLACE RIGHT-OF-WAY, AS DEDICATED BY COPPERLEAF FILING NO. 27, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2044684, SAID ARAPAHOE COUNTY CLERK RECORDS, A DISTANCE OF 30.00 FEET;
2. S 00° 01' 04" W, A DISTANCE OF 184.00 FEET;
3. N 89° 58' 56" W, A DISTANCE OF 30.00 FEET;
4. N 00° 01' 04" E, A DISTANCE OF 184.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,520 SQUARE FEET OR 0.127 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S01°37'31"E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3 INCH DIAMETER BRASS CAP WITH ILLEGIBLE STAMPING, TO THE CENTER QUARTER CORNER OF SAID SECTION 12, BEING MONUMENTED BY A #6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 38318", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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PROJECT: 21-008 DRAWN BY: J. ANTON
DATE: 7/25/2022 REVIEWED BY: M. SMALL
SHEET 1 OF 2

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

CONSENT AND SUBORDINATION AGREEMENT

CIBC BANK, USA, an Illinois state chartered bank (the “Lender”), is the holder of the note secured by a deed of trust dated April 28, 2022, recorded on April 29, 2022 at Reception Number E2048203 of the real estate records of Arapahoe County, Colorado, as amended by that First Amendment dated June 24, 2022 and recorded on June 27, 2022 at Reception Number E2069586 of the real estate records of Arapahoe County, Colorado (the “Deed of Trust”) on certain real property located in the County of Arapahoe, State of Colorado (the “Property”), and hereby consents to the easements granted to East Cherry Creek Valley Water and Sanitation District pursuant to an Easement Deed (the “Easement Deed”) dated _____, 2022 and Lender hereby subordinates its interest in the Property to the Easement Deed with the same force and effect as though the Easement Deed were entered into and recorded prior to the execution and recordation of the Deed of Trust.

EXECUTED this 19th day of December, 2022.

CIBC BANK, USA, an Illinois state-
chartered bank

By: Martha Borre
Name: Martha Borre
Title: Managing Director



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM G.3

FROM: David Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Quitclaim Partial Vacation of Easement with Copperleaf Multifamily Owner LLC, Quincy West 30 LLC, and Copperleaf SFR Owner LLC for the Copperleaf Filing No. 29 Development Projects

Background: As part of the Copperleaf Filing No. 29 Development Projects, new water and sewer lines are needed. Copperleaf Multifamily Owner, LLC, Quincy West 300 LLC, and Copperleaf SFR Owner LLC have designed the water and sewer lines. After acceptance, these lines will be conveyed to the District.

Copperleaf 27 created an outfall line when it was being constructed. The boundaries have changed with Copperleaf 28 & 29. The District has ownership portion of the Easement legally described in Exhibit A. The attached documents will convey the necessary easements to each of the Grantees. The District's legal counsel has reviewed the agreement for content and accuracy.

Staff Recommendation: Approval of the Quitclaim Partial Vacation of Easement with Copperleaf Multifamily Owner, LLC, Quincy West 30 LLC, and Copperleaf SFR Owner LLC for the Copperleaf Filing No. 29 Development Projects, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

K:\BOARD\BOARD PACKETS\2023\20230112\4 FINAL\AGENDA ITEM G.3 - CONSENT - COPPERLEAF FILING 29 PARTIAL VACATION OF EASEMENT - MEMO.DOCX

QUITCLAIM PARTIAL VACATION OF EASEMENT

THIS QUITCLAIM PARTIAL VACATION OF EASEMENT is made as of the 12th day of January, 2023, by and between **EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT** (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6201 South Gun Club Road, Aurora, Colorado 80016, and **QUINCY WEST 30 LLC**, a Colorado limited liability company, whose address is 7800 East Union Ave., Suite 420, Denver, CO 80237, **COPPERLEAF MULTIFAMILY OWNER LLC**, a Delaware limited liability company, whose address is 3953 Maple Ave Ste 300, Dallas, TX 75219-3228, and **COPPERLEAF SFR OWNER LLC**, a Delaware limited liability company, whose address is 3953 Maple Ave Ste 300, Dallas, TX 75219-3228 (collectively, the “**Grantees**”).

WITNESSETH, that the District, for and in consideration of the payment of Ten and no/100s Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby remises, releases, vacates and QUIT CLAIMS unto the each of the Grantees, their heirs, successors and assigns, forever, as to that portion of the Released Parcel (defined below) to which they each own the underlying real property, all the right, title, interest, claim, and demand which the District has in and to that certain portion of the Easement (defined below) legally described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Released Parcel**”). The complete Easement, of which the Released Parcel described in Exhibit A is only a portion, is described in that certain Easement Deed dated March 24, 2022 and recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado on April 7, 2022, at Reception No. E2039419 (the “**Easement**”).

[Signature page to follow]

EXHIBIT A
The Released Parcel Legal Description

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 6, COPPERLEAF FILING NO. 2, AS PLATTED UNDER RECEPTION NUMBER B6106703 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER; SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF ARAPAHOE, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, FROM WHICH THE EASTERLY BOUNDARY OF SAID LOT 1, BEARS NORTH 00°59'46" EAST, A DISTANCE OF 776.34 FEET, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE NORTH 09°34'25" WEST, A DISTANCE OF 996.18 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 13°09'38" WEST, A DISTANCE OF 39.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 75.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°10'41", AN ARC LENGTH OF 17.25 FEET;

THENCE NORTH 00°01'04" EAST, A DISTANCE OF 329.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°52'35", AN ARC LENGTH OF 43.10 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 582.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 66°53'50" WEST, BEING A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1;

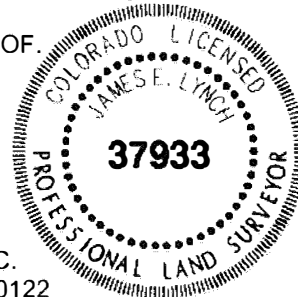
THENCE, ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°04'29", AN ARC LENGTH OF 15.81 FEET;
2. SOUTH 11°01'41" EAST, A DISTANCE OF 132.63 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 859.32 FEET TO THE **POINT OF BEGINNING**.

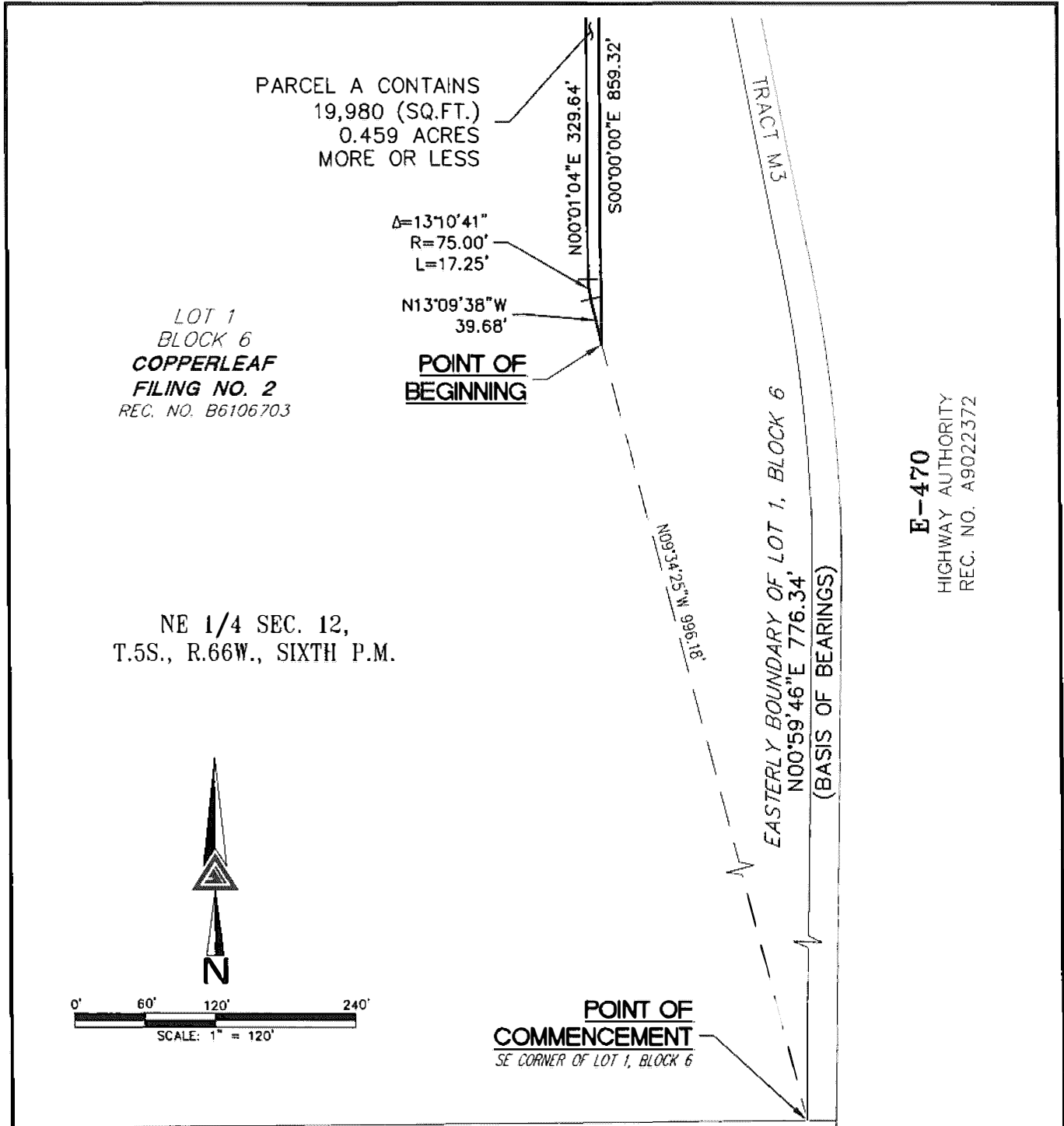
CONTAINING AN AREA OF 0.459 ACRES, (19,980 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



E-470
HIGHWAY AUTHORITY
REC. NO. A9022372

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

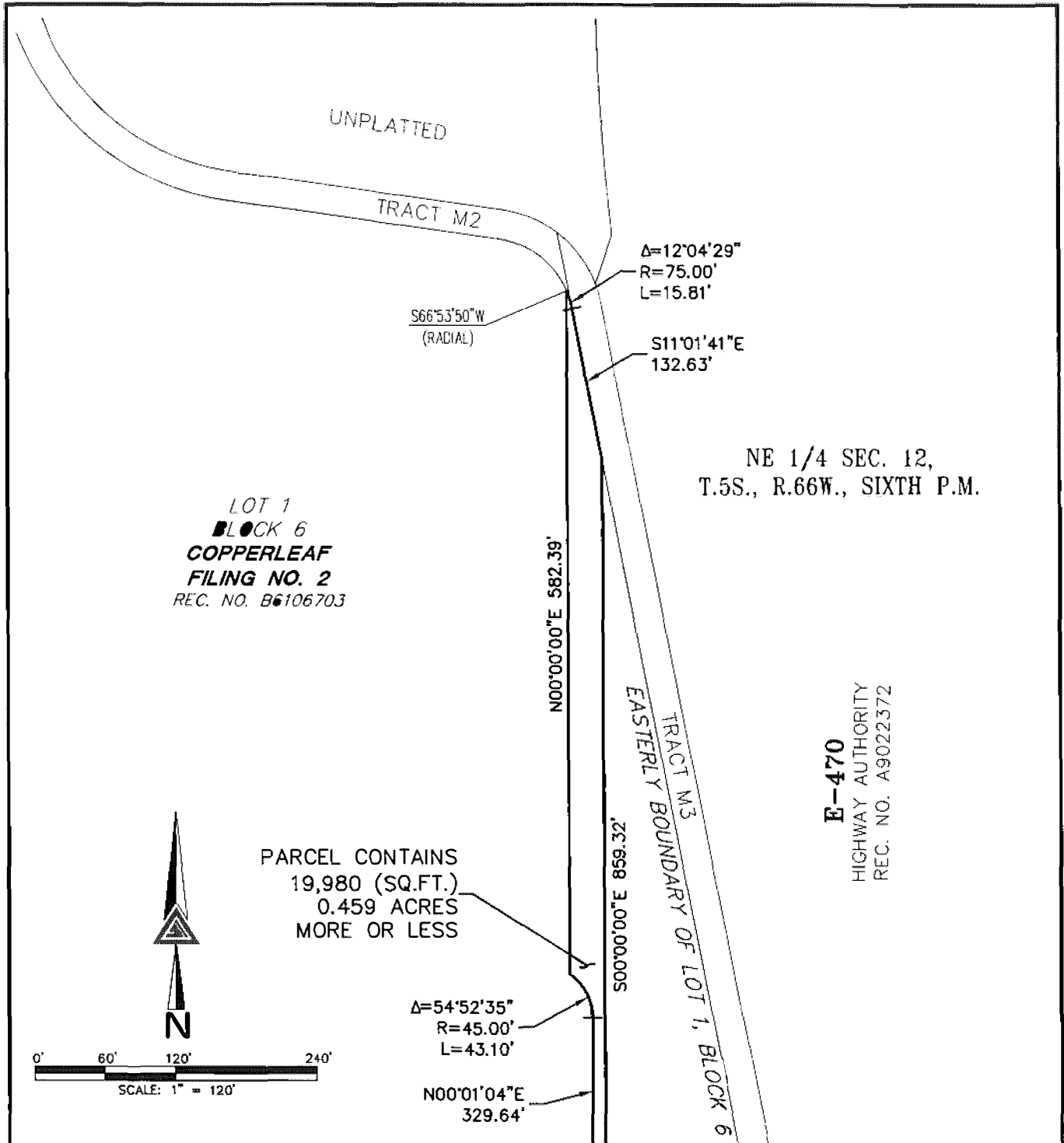
PATH: O:\21421-14\Draw\EXHIBITS
 DWG NAME: ECCV 10
 DWG: JEL CHK: JRW
 DATE: 3/18/2022
 SCALE: 1" = 120'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ECCV EASEMENT
 LOT 1, BLOCK 6, COPPERLEAF FILING NO. 2
 ARAPAHOE COUNTY, COLORADO
 JOB NUMBER 21421-14 2 OF 3 SHEETS

ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
 DWG NAME: ECCV 10
 DWG: JEL CHK: J.RW
 DATE: 3/18/2022
 SCALE: 1" = 120'

G:\21421-14\Draw\EXHIBITS

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
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ECCV EASEMENT
 LOT 1, BLOCK 6, COPPERLEAF FILING NO. 2
 ARAPAHOE COUNTY, COLORADO
 JOB NUMBER 21421-14 3 OF 3 SHEETS



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM H

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Election Services Agreement with Community Resource Services of Colorado, LLC for May 2023 Election

Background: In 2021, the Colorado General Assembly passed Senate Bill 21-262 which, among other amendments, made various changes to the Colorado Local Government Election Code, Sections 1-13.5-101 *et seq.*, C.R.S., to increase the notice that special districts are to provide eligible electors regarding regular elections. In light of these statutory changes and the large number of eligible electors within the boundaries of ECCV, legal counsel recommended that ECCV retain a consultant to serve as the Designated Election Official (DEO) and manage and conduct all of ECCV's affairs and requirements with respect to the May 2, 2023 election.

ECCV engaged Sue Blair of Community Resource Services of Colorado, LLC (CRS) to serve as DEO for the May 2023 election. On behalf of ECCV, legal counsel again requested and received confirmation that CRS has the capability and the capacity to serve as DEO for ECCV for the May 2023 election.

Staff Recommendation: Approval of Election Service Agreement with Community Resource Services of Colorado, LLC for May 2023 election service as presented, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

ELECTION SERVICES AGREEMENT

This **ELECTION SERVICES AGREEMENT** (the “Agreement”) is entered into effective as of the 22nd day of November, 2022, by and between the **EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC**, a Colorado limited liability company (the “Consultant”), (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Arapahoe County, Colorado, dated June 7, 1962; and

WHEREAS, the District is governed by an elected Board of Directors comprised of eligible electors of the District (the “Board”); and

WHEREAS, the Board currently includes five (5) members elected/appointed to staggered terms; and

WHEREAS, the terms of office for two (2) members of the Board shall expire after their successors are elected at the next regular special district election scheduled to be held on May 2, 2023 (the “Election”); and

WHEREAS, elections may be held pursuant to the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Code”) (the Act, Uniform Code, and Local Government Code are collectively referred to herein as the “Election Laws”) for the purpose of 1) electing members of the Board and 2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, in accordance with the Election Laws, an election must be conducted to elect to the Board of the District two (2) Directors to serve for terms of four years and zero (0) Directors to serve terms of two years; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the number of Directors to be elected to the Board of the District may increase following the execution of this Agreement should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the election; and

WHEREAS, the District desires to retain the Consultant, in the capacity of an independent contractor, to manage and conduct all of the District’s affairs and requirements with respect to the Election (as further defined herein, the “Election Services”); and

WHEREAS, the Consultant has experience in providing the types of services required by the District and desires to provide the Election Services; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which the Consultant will provide the Election Services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. APPOINTMENT OF CONSULTANT. The District hereby retains the Consultant, and the Consultant agrees to perform the Election Services for the District pursuant to the terms and conditions set forth herein.

2. TERM. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire on July 1, 2023 or upon earlier termination as provided herein. Extensions of this Agreement may take the form of letter agreements signed by all Parties.

3. ELECTION SERVICES. The Consultant shall manage, conduct, and provide for all of the District's affairs and requirements with respect to the Election, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Election Services"). The Consultant shall provide the "Additional Election Services" described in **Exhibit A-1**, attached hereto and incorporated herein by this reference, only as deemed necessary by the District. The Consultant shall obtain approval from the District prior to providing any services that vary from the Election Services set forth herein. The Election Services may be provided by one or more employees or principals of the Consultant.

4. GENERAL DUTIES AND AUTHORITY. In connection with the Election Services, the Consultant agrees to:

A. Provide all Election Services in a good and workmanlike manner using that degree of skill and knowledge customarily employed by others performing similar services in the Denver metropolitan area and in accordance with any and all specifications authorized or ratified by the Board.

B. Furnish, or cause to be furnished, all labor, materials, equipment and accessories, as necessary, to provide such Election Services.

C. Advise the District of the status of the Election Services required by this Agreement on a regular basis and work in coordination with the District's staff and consultants to assure the District has the most complete information available for the exercise of the District's powers and discretionary authority.

D. Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District, unless approved in accordance with Paragraph 5 below.

5. GENERAL LIMITATIONS AND REQUIREMENTS. The Consultant shall perform the duties and have the authority specified in Paragraphs 3 and 4 above. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the Board as reflected in the meeting minutes of the Board. The Consultant shall at all times conform to the stated policies established and approved by the District.

6. COMPLIANCE WITH APPLICABLE LAWS. The Consultant shall provide the Election Services set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. The Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Election Services to be provided under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS. The Consultant is and shall be considered an independent contractor under this Agreement. Nothing contained herein shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the District, nor shall the Consultant be deemed or considered as a partner or agent of the District. The Consultant shall have full power and authority to select the means, manner and method of performing its duties under this Agreement without detailed control or direction of the District, except as set forth in this Agreement. It shall be the Consultant's responsibility as an independent contractor to pay any and all taxes on payments which it receives under this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

8. COMPENSATION.

A. Compensation Amount. The District shall compensate the Consultant for the Election Services performed pursuant to this Agreement, subject to the District's annual appropriations and in accordance with and subject to all of the conditions of this Agreement, based upon unit prices and hourly rates set forth in **Exhibit B**. Any Additional Election Services deemed necessary by the District and thereafter performed by the Consultant are subject to the hourly rates set forth in Exhibit B.

B. Monthly Reports and Payments. The Consultant shall submit to the District a monthly report, in a form acceptable to the District, which describes the Election Services performed and summarizes costs paid to date by the District (if applicable) and the amount currently due to the Consultant. The Consultant shall submit its report together with its invoice to the District by the 5th day of each month for Election Services completed in the preceding month. The Board shall review and approve all invoices received for payment at the next meeting of the Board. The District reserves the right to evaluate all

Election Services completed and invoiced for payment. In the event Election Services are not accepted for payment by the District, the terms of Paragraph 8(C) hereof shall apply.

C. Evaluation of Services. The District may evaluate the Election Services provided at any time throughout the term of this Agreement and shall notify the Consultant if, in the District's discretion, any or all of the Election Services are not provided in accordance with this Agreement. Failure by the Consultant to properly provide the Election Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to the Consultant. The Consultant shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If the Consultant fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorneys' fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by the Consultant, the District may hire a third party to complete the Election Services, and the Consultant agrees to pay all additional costs incurred for completion of the Election Services by a third party.

D. Expenses. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Paragraph 8(A) above unless such expenses are approved for reimbursement in advance by the District in writing. The Consultant shall not charge the District any other fee for use by the District of the Consultant's offices, personnel, or overhead except as agreed in advance by the District in writing.

9. TERMINATION NOT FOR CAUSE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Election Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with the provisions hereof, for Election Services performed up to the termination and unpaid at termination.

10. LIABILITY OF THE DISTRICT. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

11. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

12. NOTICES. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, or sent via

First Class U.S. Mail, postage prepaid and return receipt requested, and addressed to the Parties at the information set forth below.

If to the District: East Cherry Creek Valley Water and Sanitation
District
6201 S. Gun Club Road
Aurora, CO 80016
Attn.: David Kaunisto, District Manager
Phone: (303) 693-3800, ext. 205
E-mail: dkaunisto@eccv.org

Copy to: Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver
Phone: (303) 867-3004
E-mail: TSeaver@isp-law.com

If to the Consultant: Community Resource Services of Colorado, LLC
7995 East Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Sue Blair
Phone: (303) 381-4960
E-mail: sblair@crsofcolorado.com

Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other party in the manner provided in this Paragraph.

13. INDEMNIFICATION. The Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant or any of its subcontractors, agents or employees, in connection with this Agreement and/or the Election Services provided hereunder. Further, the Consultant hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant, its employees, subcontractors, agents or employees, or the agents or employees of any subcontractors which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District pursuant to this Agreement shall be deemed a waiver of the District's sovereign immunity under the Colorado

Governmental Immunity Act. Provided, however, that such Consultant shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the District, its directors, employees, agents and consultants. The obligations of the indemnifications extended by the Consultant to the District under this Paragraph shall survive termination or expiration of this Agreement.

14. INSURANCE. The Consultant shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage and comprehensive general liability insurance coverage, from companies licensed in the State of Colorado, as will protect itself, the District and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Consultant's acts, errors or omissions. To provide evidence of the required insurance coverage, copies of Certificates of Insurance shall be furnished to the District.

15. RECORD KEEPING REQUIREMENT. The Consultant shall maintain all records and documents relating to this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant's costs and expenses under this Agreement. The Consultant shall make these records and documents available to the District, at the Consultant's office, at all reasonable times, without any charge. If accepted by the District, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

16. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including but not limited to all plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Election Services are completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Election Services or at the time of termination of this Agreement, whichever event first occurs, and shall be provided to the District's successor or to any subsequent owners, only with the District's express permission. The Consultant shall maintain copies on file of any such work product involved in the Election Services for three (3) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which Consultant must retain copies of all work product involved in the Election Services, the District may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

17. PERSONS INTERESTED HEREIN. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

18. MODIFICATION. This Agreement may be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

19. ASSIGNMENT. The Consultant shall not assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District shall provide written consent only upon assurance from the Consultant that each proposed subcontract is evidenced in writing and contains all pertinent provisions and requirements of this Agreement. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

20. SEVERABILITY. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

21. NON-WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Douglas County District Court.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

24. INTEGRATION. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

25. HEADINGS FOR CONVENIENCE ONLY. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT

By: Monica Holland
Its: Chair

ATTEST:

Martin Hill Jr., Treasurer

**COMMUNITY RESOURCE SERVICES OF
COLORADO, LLC**

By: Sue Blair
Its: Chief Executive Officer

ATTEST:

EXHIBIT A

Election Services

The Election Services to be provided by the Consultant may include, but are not limited to, the following.

ACTION
Inform Clerk and Recorder of election and participation/non participation
Prepare call for nominations for review by legal counsel/publish, mail, e-mail and/or post as required prior to deadline
Provide, verify, and process Self-Nomination and Acceptance Forms and notify candidates of sufficiency or insufficiency of the same
Determine order of candidates on ballot
Certify order and ballot content
File nomination petitions with Secretary of State
Prepare and file mail ballot plan
Identify UOCAVA voters
Prepare and send ballots to UOCAVA voters
Provide election judges and training
Obtain and maintain permanent absentee voter list
Order registration and property owners records/prepare list of eligible voters for mail ballots/submit to legal counsel for review
Prepare ballots in accordance with statute
Prepare notice of election for review by legal counsel/publish prior to deadline/transmit to Clerk and Recorder
Mail ballots available for "inactive" persons
Mail ballots to each active registered elector and eligible elector
Monitor campaign and political finance filings
Provide polling place/mail ballot drop off location/walk in voting location(s) and signs therefor as required by the Election Laws
Appoint canvass board
Provide ballots for absentee voters and in-person voters
Provide instruction cards and necessary Election Services materials
Count ballots/provide Election Day services including posting of election abstract
Conduct canvass board meeting
File certified statement of results with Division of Local Government and individuals elected to office
Work with legal counsel to complete "post election" filings Prepare Certificate of Election Results Oaths for new directors
Additional election services as requested

EXHIBIT A-1

Additional Election Services

The Additional Election Services may include, but are not limited to, the following:

FOR RECOUNT:

ACTION
Receive request for recount
Conduct recount (if difference between two highest number of votes is less than or equal to 0.5%)
Conduct recount if requested under § 1-13.5-1306(2)(a), C.R.S.
Submit recount results

EXHIBIT B

Unit Prices and Hourly Rates

Designated Election Official (“DEO”)	\$220.00/hour
Deputy DEO	\$190.00/hour
Election Judges	\$150.00/hour
Election Workers	\$125.00/hour

Additional Expenses:

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page.

Postage will be billed to the District, as well as a pro-rata share of election equipment being used. The District will pay the printing vendor directly for mail ballot packets and postage costs relating to mailing of the ballot packets or any required notice, such as TABOR, etc.

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. Consultant bills on a time and materials basis. The District will only be billed for actual time spent. The District will be responsible to pay all hard costs directly to the vendors, such as printing and mailing of ballots.



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM I

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Task Order No. 21 and No. 22 for 2023 Water Rights Engineering Services from Brown & Caldwell

Background: In December 2018, the Board approved a new overall Master Agreement with Brown & Caldwell to provide water rights engineering related to the Northern Project. The agreement was structured such that task orders would be prepared for specific work and brought to the Board for approval under the umbrella of the overall agreement.

Brown & Caldwell has updated their “Schedule of Hourly Billing Rates” for calendar year 2023 as provided within the Master Agreement. The updated rates are incorporated in the two 2023 task orders. There are no specific increases of note, only a general increase of all billing rates.

Task Orders for the First and Second Quarters of 2023 are being presented for the Board’s consideration.

Task Order No. 21 includes the following tasks solely for ECCV:

Task	Authorization for the First Half 2023
Fulton Ditch Change Case	\$60,000
Preliminary share Analysis	\$85,000
Opposition (ECCV Only)	\$6,000
2022 SWSP	\$1,500
2023 SWSP	\$8,000
Project Management (10%)	\$16,050
Contingency (25%)	\$44,100
TOTAL	\$220,650

AGENDA ITEM I

Page 2

Task Order No. 22 includes the following tasks, which are shared with Arapahoe County Water and Wastewater Authority (ACWWA):

Table 1. First Half 2023 Cost Estimate - District Authorization

Task						Authorization for the First Half 2023
	ACWWA	ECCV	Total	ACWWA	ECCV	ECCV
Fort Morgan Change Case	84.73%	15.27%	\$125,000	\$105,912	\$19,088	\$19,088
ACWWA/ECCV Shared Opposition Cases (7 known)	50%	50%	\$56,000	\$28,000	\$28,000	\$28,000
Project Management	73.98%	26.02%	\$18,100	\$13,391	\$4,709	\$4,709
Contingency (25%)	73.98%	26.02%	\$49,800	\$36,844	\$12,956	\$12,956
		Totals	\$248,900	\$184,147	\$64,753	\$64,753

Task Order No. 22 is shared with ACWWA based on share ownership in that particular change case. Opposition cases are cost shared 50/50. ACWWA’s portion of this work is \$184,147. ECCV’s portion of the work is \$64,753.

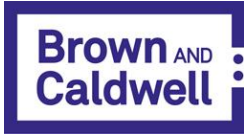
Staff Recommendation:

Approval of Brown and Caldwell Schedule of Hourly Billing Rates for 2023 and Approval of Task Order No. 21 and No. 22 for 2023 Water Rights Engineering Services from Brown & Caldwell, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachments

1527 Cole Blvd., Suite 300
Lakewood, CO 80401

T: 303.239.5400



December 5, 2022

Rick Clark, P.E.
East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Rd.
Aurora, CO 80016

SID: 104317

Subject: Billing Rate Revision Request

Dear Rick:

The Ongoing Consulting and Engineering Task Order Services Contract (the Contract) between East Cherry Creek Valley Water and Sanitation District (District) and Brown and Caldwell dated January 4, 2019 establishes that Brown and Caldwell may, with written approval from the District, revise the billing rates on January 1 of each year during the term of the Contract. As such, Brown and Caldwell is seeking to revise the rates as shown in the table provided below, effective January 1, 2023, for the scope of services described in Task Orders 21 and 22.

Please indicate the District's approval of the revised rates by signing this letter. Thank you for your consideration.

APPROVED BY:

DISTRICT: East Cherry Creek Valley Water and Sanitation District

By: _____

Its: _____

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Zach Wengrovius', written over a horizontal line.

Brown and Caldwell
Zach Wengrovius, P.E., Project Manager
Lakewood, CO

cc: Dave Kaunisto, ECCV
Meg Frantz, Brown and Caldwell

Attachments (1)

1. Attachment A: Proposed Brown and Caldwell Rate Schedule

ATTACHMENT A
 PROPOSED BROWN AND CALDWELL RATE SCHEDULE

Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I Word Processor I	\$71
B	Drafter Trainee	Field Service Technician I	Office/Support Services II Word Processor II	\$78
C	Assistant Drafter Drafter	Field Service Technician II	Office/Support Services III Accountant I	\$87
D	Engineering Aide Inspection Aide	Field Service Technician III	Word Processor III Office/Support Services IV	\$97
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV Accountant III Area Business Operations Mgr	\$107
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Technical Writer Word Processing Supervisor	\$129
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$151
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$173
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	\$196
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$208
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist Chief Scientist Chief	Area Bus Ops Mgr IV	\$228
L	Chief Engineer Executive Engineer	Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$254
M	Vice President			\$254
N	Senior Vice President			\$256
O	President/Executive Vice President			\$256
P	Chief Executive Officer			\$256

DEN20A

TASK ORDER NO. 21

**EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
ONGOING CONSULTING AND ENGINEERING
TASK ORDER SERVICES CONTRACT**

This Task Order authorizes the Consultant to initiate the Task(s) described herein pursuant to the above named Contract.

The Consultant is hereby authorized to undertake the following Task(s) and production of the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

See Exhibit A attached hereto

Task Order Start Date:	<u>January 1, 2023</u>
Task Order Completion Date:	<u>June 30, 2023</u>
Method of Compensation:	<u>Time and Materials based on rates in December 5, 2022 letter</u>
Task Order Price:	<u>Not to exceed \$220,650</u>

By the signature of their authorized representatives below, the District and the Consultant agree to the terms and conditions of this Task Order.

DISTRICT: East Cherry Creek Valley Water and Sanitation District

By: _____
Its: _____

ATTEST:

CONSULTANT: Brown and Caldwell, Inc.

By: _____
Its: _____

ATTEST:

Exhibit A
To Task Order No. 21

This Task Order is for engineering Services that the Consultant will perform for the first half of 2023 based on the status of ongoing work and input from the District's water counsel, Nazareus Stack and Wombacher (NSW). This Task Order relates to tasks for which the District is solely responsible for payment. A separate Task Order will address the first half of 2023 budget for tasks that the District shares with Arapahoe County Water and Wastewater Authority (ACWWA). Consultant will undertake the following if and as directed by the District:

Fulton Ditch Change Case: During the task order period, Consultant will participate as needed in settlement discussions and assist the attorneys with decree revisions. Based on current discussions with the State Engineer's Office / District Engineer's Office and South Adams County Water and Sanitation District (SACWSD), a supplemental report may be needed. If settlement is not reached with all parties, a 10-day trial will begin on February 27, 2023. Consultant will prepare testimony, assist with briefs as requested, and provide testimony at the trial. A budget of **\$60,000** is authorized for this task.

Opposition: There are no pending cases in which the District, and not ACWWA, is an opposer. However, applications of concern can appear in the Division 1 Water Court resumes without warning in any month. A budget of **\$6,000** is authorized to sign Statements of Opposition and set up task files, and provide preliminary comments in one case, should the need arise.

Unspecified Preliminary Share Change Analyses: (Box Elder, Ogilvy, Weldon Valley, New Cache, GIC): A budget is authorized herein for developing one or more of the listed changes cases, as NSW and the District direct. While engineering for the Ogilvy change is well developed, the Consultant has done no work on the District's Weldon Valley "Speaker shares", New Cache, or GIC shares. Some research and engineering has been done for the Box Elder shares. Accordingly, a more refined budget required cannot be estimated until the District determines what case(s) to pursue. A preliminary budget of **\$85,000** is authorized for this task.

2022 Substitute Water Supply Plan (SWSP): Based on the Consultant's experience in early 2022, closing out the 2021 SWSP, approximately **\$1,500** will be needed to coordinate dryup reporting, support accounting and operations, and answer questions from NSW, DiNatale Water, United Water and Sanitation District, and/or the State. The SWSP costs are split equally between the District and ACWWA. ACWWA will authorize the same amount for the 2022 SWSP under a separate task order with the Consultant. The District authorizes a budget of \$1,500 for this task.

2023 SWSP: The District authorizes a budget of **\$8,000** to coordinate dryup intent reports, and to respond to comments as well as approval conditions imposed by the Colorado Division of Water Resources (DWR). The budget will support the Consultant's attendance at NSW Water Supply Project status meetings, where operational issues and the status of all cases are reviewed. A similar request will be submitted to ACWWA for its portion of the 2023 SWSP.

Project Management: Project management is calculated as 10% of the total from the above tasks (excluding contingency), or **\$16,050**. The Consultant will provide project management covering monthly invoicing and accounting, resource management, and preparation of future Task Orders.

Contingency: The Consultant may submit requests for related but unanticipated tasks that are not authorized herein. Such requests must be submitted in writing to the District's Manager or his designee and explain the need for and scope of such Services. The Consultant will not bill for "contingency" Services unless so authorized by the District in writing. This Task Order authorizes a budget of **\$44,100** (25% of the total from the above tasks) for this contingency phase.

Table 1. Engineering Services Cost Estimate for the First Half of 2023

Task	Authorization for the First Half 2023
Fulton Ditch Change Case	\$60,000
Opposition	\$6,000
Preliminary Share Analysis	\$85,000
2022 SWSP	\$1,500
2023 SWSP	\$8,000
Project Management	\$16,050
Contingency	\$44,100
TOTAL	\$220,650

TASK ORDER NO. 22

**EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
ONGOING CONSULTING AND ENGINEERING
TASK ORDER SERVICES CONTRACT**

This Task Order authorizes the Consultant to initiate the Task(s) described herein pursuant to the above named Contract.

The Consultant is hereby authorized to undertake the following Task(s) and production of the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

See Exhibit A attached hereto

Task Order Start Date:	<u>January 1, 2023</u>
Task Order Completion Date:	<u>June 30, 2023</u>
Method of Compensation:	<u>Time and Materials based on rates in December 5, 2022 letter</u>
Task Order Price:	<u>Not to exceed \$64,753</u>

By the signature of their authorized representatives below, the District and the Consultant agree to the terms and conditions of this Task Order.

DISTRICT: East Cherry Creek Valley Water and Sanitation District

By: _____
Its: _____

ATTEST:

CONSULTANT: Brown and Caldwell, Inc.

By: _____
Its: _____

ATTEST:

Exhibit A
To Task Order No. 22

This Task Order is for engineering Services that the Consultant anticipates providing in the first half of 2023 based on conversations and ongoing work with Nazareus Stack & Wombacher (NSW). This Task Order relates to tasks for which Arapahoe County Water and Wastewater Authority (ACWWA) and the District share responsibility. Separate Task Orders will address the first half of 2023 budget for tasks for which the District is solely responsible for payment and for which ACWWA is solely responsible for payment. The Consultant anticipates performing the following tasks during the first half of 2023.

Ft. Morgan Change Case: Deadlines in this case have been established by the Court. The period covered by this Task Order includes receipt of opposer's expert reports, a Second Meeting of Experts and filing of disputed issues list, a rebuttal report disclosure, and trial. The Consultant will support NSW in pursuing opportunities for settlement as they present themselves, and coordinate with DiNatale Water on issues related to operations and accounting.

ACWWA and District Shared Opposition:

ACWWA and ECCV are both opposers in seven pending cases, having the following deadlines, efforts, or deliverables during the first half of 2023, which the Consultant will perform as follows:

- 17CW3218 Blue Wing Farm change of Weldon Valley shares – the trial in this case is scheduled for March 2023. Although ACWWA/ECCV's participation in the trial is not anticipated, the proposed budget permits the Consultant to remain in the case, attend settlement discussions, and consult with NSW as needed to resolve this case.
- 20CW3125 Central WCD change of Fulton shares – Opposers' Rule 26(a)(2) disclosures are due in February 2023 and the Second Meeting of Experts will be held in March. The applicant's rebuttal will be disclosed in early April 2023. ACWWA/ECCV's participation by 2023 will be influenced by the applicant's expert report and the First Meeting of Experts, both of which occurred in December 2022. The budget assumes that ACWWA/ECCV will remain in the case until the rebuttal report is reviewed, but not participate in the July 2023 trial.
- 20CW3213 TH Ranch new rights and change of Latham share – this case is still at the stage of preliminary reports and comments. It is likely that the applicant's 26(a)(2) disclosure will occur in the first half of 2023, along with the First Meeting of Experts.
- 21CW3061 Lochbuie change of Fulton shares and exchange – this case is still at the stage of preliminary reports and comments. A set of comments are due in January 2023. The Consultant assumes that another round of comments and response could occur by the end of June 2023.
- 21CW3093 Windsor change of New Cache shares – this case is still at the stage of preliminary reports and comments. The Consultant will need to review the applicant's response to the comments that were provided on behalf of ACWWA and ECCV in late December 2022, and support NSW in settlement efforts as the opportunity for settlement presents.

- 22CW3042 Greeley change of WSSC shares, augmentation plan, and conditional right – the first set of preliminary comments is due in mid-January 2023. The Consultant assumes that an applicant response will be delivered, and a second round of comments will be required within the Task Order period.
- 22CW3063 South Adams County WSD change of Fulton, Burlington and Wellington shares - the first set of preliminary comments is due in mid-January 2023. The Consultant assumes that an applicant response will be delivered, and a second round of comments will be required within the Task Order period.

The Consultant will also open new cases, as directed by NSW. It is assumed that no case will require the Consultant to recreate or replicate applicants’ work or engage in trial preparation or trial.

Project Management: A total shared budget of \$18,100 is requested to fund administrative tasks for the ACWWA/District project activities. This represents 10% of the total from the above tasks (does not include contingency).

Contingency Budget: The Consultant may submit requests for related but unanticipated tasks that are not authorized herein. Such requests must be submitted in writing to the District’s Manager or his designee and explain the need for and scope of such Services. The Consultant will not bill for “contingency” Services unless so authorized by the District in writing. A contingency of 25% of each entity’s respective total of the tasks above, calculated based on the percent split for each case, is authorized. The contingency budgets will be managed separately to facilitate transfers to phases with different allocations between the District and ACWWA. The total shared contingency budget requested is \$49,800.

Table 1. First Half 2023 Cost Estimate - District Authorization

Task	Budget Distribution Percentages		Proposed First Half 2023 budget			Authorization for the First Half 2023
	ACWWA	ECCV	Total	ACWWA	ECCV	ECCV
Fort Morgan Change Case	84.73%	15.27%	\$125,000	\$105,912	\$19,088	\$19,088
ACWWA/ECCV Shared Opposition Cases	50%	50%	\$56,000	\$28,000	\$28,000	\$28,000
Project Management	73.98%	26.02%	\$18,100	\$13,391	\$4,709	\$4,709
Contingency	73.98%	26.02%	\$49,800	\$36,844	\$12,956	\$12,956
Totals			\$248,900	\$184,147	\$64,753	\$64,753



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM J

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Agreement for Temporary Lease of Non-Potable Water from the Town of Erie by East Cherry Creek Valley Water & Sanitation District

Background: Due to the potential for drought conditions during 2023, the District has sought a temporary lease of non-potable raw water from the Town of Erie. The Town of Erie has available water in the South Platte River, sourced from the Town's North Water Reclamation Facility and discharged into Boulder Creek. This water would be used to augment well depletions that accrue to the South Platte River. This will allow other water to be retained in those locations for release later in the season.

Water would be available under the terms of the attached agreements.

Key Provisions:

- Lease runs from February 1, 2023 through April 1, 2023.
- Total volume not to exceed 234 Acre-Feet.
- Delivery rate is 2 CFS continuous.
- Price is \$325.00 per Acre-Foot for a potential total cost of \$76,050.
- 2022 rate was \$300 per Acre-Foot.
- Water shall be used for augmentation/replacement.
- The Total Lease Payment is due in full immediately upon execution.
- Shortfall of delivery would be refunded at end of lease.

The District's water legal counsel has reviewed the agreements for content and accuracy.

Agenda Item J
Page 2

Staff Recommendation: Approval of Agreement for Temporary Lease of Non-Potable Water from the Town of Erie by East Cherry Creek Valley Water & Sanitation District in substantial form presented with any additional changes approved by the District Manager and legal counsel.

Attachment

K:\BOARD\BOARD PACKETS\2023\20230112\4 FINAL\AGENDA ITEM J - ERIE TEMPORARY WATER LEASE AGREEMENT MEMO - 12JAN2023.DOCX

WATER LEASE

THIS LEASE of water ("Lease") is made and entered into as of the ____ day of _____, 2023, by and between the Town of Erie ("Lessor") and the East Cherry Creek Valley Water and Sanitation District acting by and through its Water Activity Enterprise ("Lessee"). Lessor and Lessee are referred to collectively herein as the "Parties."

RECITALS

A. Lessor is the owner of Units in the Windy Gap ("WG") Project, as such Units are defined in the Allotment Contract between the Northern Colorado Water Conservancy District ("NCWCD") and Lessor.

B. Lessee desires to lease effluent derived from first use of Lessor's WG Units under Lessor's 2023 water allotment ("WG Reuse Water") for use as augmentation/replacement water.

C. Lessor is willing to lease 234 acre-feet of its WG Reuse Water in accordance with the terms and conditions of this Lease.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lease of Water; Term. Lessor hereby leases to Lessee a total volume of 234 acre-feet of WG Reuse Water during the period of February 1, 2023 through April 1, 2023. This Lease does not grant to Lessee the right to use facilities owned or operated by Lessor. Lessee shall be responsible for all necessary agreements for the use of WG Reuse Water by a third party, if any.

2. Lease Payment. Lessee shall pay to Lessor \$325.00 per acre-foot of WG Reuse Water provided hereunder, for a total Lease Payment of \$76,050.00. The total Lease Payment is due in full immediately upon execution hereof.

3. Delivery and Transit Losses. Lessor shall deliver the 234 acre-feet of WG Reuse Water through a continuous release of 2.0 cubic feet per second ("cfs") from the Lessors' North Water Reclamation Facility to the point at which such facility discharges to Boulder Creek ("Delivery Location"). Lessor shall have no obligation to deliver the WG Reuse Water to any location beyond the Delivery Location. Lessee shall be solely responsible for any transit losses assessed from the Delivery Location to the location of Lessee's end use of the WG Reuse Water.

4. Type of Use of WG Reuse Water. The Parties agree that the WG Reuse Water shall be used for augmentation/replacement uses only, and it shall not be used for any industrial purposes including but not limited to oil and gas operations.

5. Termination of Lease; Suspension of Deliveries. Lessor shall have the right to terminate this Lease or temporarily suspend deliveries of the WG Reuse Water hereunder at Lessor's sole discretion at any time upon notice to Lessee. If Lessor's termination of this lease or suspension of deliveries hereunder causes it to deliver less than the 234 acre-feet total amount contemplated herein, then it shall reimburse Lessee for the pro-rata amount of the lease payment based on the WG Reuse Water that Lessor was unable to provide. On or before April 30, 2023, Lessee shall provide Lessor with an invoice for any such reimbursements due to Lessee. As an alternative to reimbursement for WG Reuse Water that Lessor was unable to provide due to suspension of this Lease, the Parties may agree to extend the term of this Lease so that the total amount of 234 acre-feet of WG Reuse Water can be provided hereunder. Lessee shall have the right to terminate this lease at any time upon notice to Lessor, but Lessee shall not be entitled to reimbursement of the Lease Payment under such circumstances.

6. Additional Provisions.

6.1. Entire Agreement. This Lease constitutes the entire agreement between the parties. No supplement, modification, or amendment of this Lease is binding unless executed in writing by the Parties.

6.2. Counterparts. This Lease may be executed in counterparts, each of which will be considered to be an original, but all of which together constitute one and the same instruments.

6.3. Facsimile Signatures. This Lease may be executed with facsimile copies of signatures which are binding upon the Parties.

EXECUTED to be effective as of the date set forth above.

[signatures on following page]

TOWN OF ERIE, LESSOR

By: _____

Title: _____

EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT, acting by and through its
Water Activity Enterprise, LESSEE

By: _____

Title: _____



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM K

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Ratification of Northern Pipeline Overlap Consent Agreement
Amendment with Metro Wastewater Reclamation District

Background: The amount of development occurring near the District's Northern Pipeline has increased. To protect the integrity of the Northern pipeline, the District requested that counsel prepare an Overlap Consent Agreement (OCA) that can be used for construction improvements within the Northern Pipeline easement. The OCA sets forth the terms and conditions governing use of the District's easement and specific requirements related to the construction and maintenance of any improvements.

The District and Metro Wastewater Reclamation District entered into an Overlap Consent Agreement which was approved by the Adams County District Court in an Order dated February 26, 2021. The Agreement allows Metro Wastewater Reclamation District to construct and use the SD Interceptor in the Overlap Area and avoid conflict with ECCV's Northern Line. The Metro Wastewater Reclamation District now wishes to amend the Agreement to modify the current shutdown period for the Northern Line to accommodate the District's other scheduled projects.

The plans for the Metro Wastewater Reclamation project have been reviewed by the District's engineer, Kennedy Jenks Consultants. Legal counsel reviewed the OCA Amendment for content and accuracy and recommended the District Manager sign it. With the District Manager's signature on the amendment, staff is requesting the Board to ratify the Amendment.

Staff Recommendation: Approval and ratification of the Northern Pipeline Overlap Consent Agreement Amendment with Metro Wastewater Reclamation District, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

AMENDMENT TO OVERLAP AREA CONSENT AGREEMENT

THIS AMENDMENT TO OVERLAP AREA CONSENT AGREEMENT ("Amendment") is made this 13th day of December, 2022, between the East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("ECCV"), and Metro Water Recovery f/k/a Metro Wastewater Reclamation District, a metropolitan sewage disposal district and political subdivision of the State of Colorado (the "District") (collectively, the "Parties" or individually, a "Party").

WHEREAS, on February 22, 2021, the Parties entered into the Overlap Area Consent Agreement (the "Agreement") which was approved by the Adams County District Court in an Order dated February 26, 2021 and recorded with the Adams County Clerk and Recorder on March 4, 2021 at Reception No. 2021000026768. The Agreement allows the District to construct and use the SD Interceptor in the Overlap Area (as that term is defined in the Agreement) and avoid conflict with ECCV's Northern Line, an existing 48-inch water line and related appurtenances within the Overlap Area, as further set forth in the Agreement;

WHEREAS, ECCV now wishes to amend the Agreement to modify the current shutdown period for the Northern Line to accommodate ECCV's other scheduled projects; and

WHEREAS, the District has agreed to amend the Agreement to modify the Northern Line shutdown periods, as further set forth in this Amendment.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

- A. Section 2(A)(iii)(2) of the Agreement is amended to read as follows:
 2. ECCV requires a shutdown of the Northern Line (see Section 5) for the installation of the 90° Crossing. The two-week shutdown is anticipated to occur between February 1, 2023 and March 15, 2023. The District understands and agrees that no Line Shutdown will occur in time periods other than February 1 to March 15 of any calendar year without prior written approval of ECCV. Notwithstanding the foregoing, written approval by ECCV for an extension of the Line Shutdown, not to exceed seven (7) days, shall not be unreasonably withheld, conditioned or delayed.
- B. The first paragraph of Section 5(A) of the Agreement is amended as follows:
 - A. *Line Shutdown During Construction Activities.* ECCV requires a shutdown of the Northern Line for a portion of the Construction Activities (see Section 2). A shutdown of the Northern Line requires ECCV to halt pumping operations (the "Line Shutdown"). The district shall provide ECCV with planning notice for a Line Shutdown nine (9) months prior to commencing any Construction Activities. The District shall provide written request to ECCV for a Line Shutdown within sixty (60) business days of any proposed

Construction Activities that require a Line Shutdown. Further, no Line Shutdown will occur in time periods other than January 15 to February 28, 2022 or February 1 to March 15, 2023. Notwithstanding the foregoing, written approval by ECCV for an extension of the Line Shutdown, not to exceed seven (7) days, shall not be unreasonably withheld, conditioned or delayed. The District shall not conduct Construction Activities that necessitate a Line Shutdown without receiving prior written consent from ECCV. The Parties hereby acknowledge that an initial Line Shutdown for the installation of the shoring associated with the Meter Structure occurred between January 15, 2022 and February 28, 2022.

- D. The first paragraph of Section 5(B) of the Agreement is Amended as follows:
- B. *Line Shutdown During District Activities.* The District shall provide written request to ECCV for a Line Shutdown within sixty (60) business days of any proposed District Activities that would necessitate a Line Shutdown. Further, no Line Shutdown will occur in time periods other than January 15 to February 28, 2022 or February 1 to March 15, 2023 and no Line Shutdown shall extend longer than two (2) weeks in duration, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, written approval by ECCV for an extension of the Line Shutdown, not to exceed seven (7) days, shall not be unreasonably withheld, conditioned or delayed. The District shall not conduct District Activities that necessitate a Line Shutdown without receiving prior written consent from ECCV. The Parties hereby acknowledge that an initial Line Shutdown for the installation of the shoring associated with the Meter Structure occurred between January 15, 2022 and February 28, 2022.
- E. Except as expressly modified herein, all other provisions of the Agreement shall remain unchanged. The Parties may record this Amendment with the Adams County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Amendment pursuant to Section 14(D) of the Agreement.

METRO WATER RECOVERY

[Signature]
William J. Conway, Chief Executive Officer

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 13th day of December, 2022 by William J. Conway, authorized representative of Metro Water Recovery.

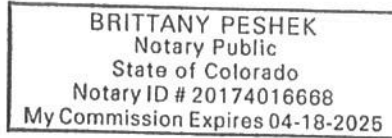
Witness my hand and official seal.

My commission expires: 4-18-2025

[Signature]
Notary Public

Approved as to form:

[Signature]
General Counsel





AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM L

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of the Northern Pipeline Overlap Consent Agreement
Amendment with Aerotropolis at the Tributary T Crossing

Background: In February 2022, the District approved an easement allowing Aerotropolis to install flow fill around the northern waterline and make modifications to a blow off valve, construct a temporary road surface for a four-lane divided parkway, a permanent road surface for the Aurora Highlands Parkway, and a pedestrian pathway between the eastbound and westbound lanes of the Aurora Highlands Parkway within the Pipeline Easement Property. Aerotropolis and the District have entered into a settlement agreement setting forth the terms and conditions for construction of the Improvements.

The attached draft amendment includes provisions to change the shutdown date for the Northern Line. The District and Aerotropolis agree that approved activities relating to the temporary construction shall take place between February 20, 2023 and March 15, 2023, when the District has a planned shutdown of the northern line already scheduled. The District and Aerotropolis further agree that the tie-in of the relocation to the northern line shall occur between February 20, 2023 and March 15, 2023. In the event that JBS, in the sole discretion of Aerotropolis, will not be able to complete the final tie-in during the 2023 Construction Window, then Aerotropolis and ECCV shall agree upon a mutually acceptable construction window during the 2024 winter shutdown for the final tie-in to be completed.

Due to tight schedules, the District is requesting the Board of Directors move to approve the Amendment in draft form and to authorize the District Manager to sign the final Amendment, in substantial form subject to review and approval by legal counsel.

Staff Recommendation: Approval of the Northern Pipeline Overlap Consent Agreement Amendment with Aerotropolis at the Tributary T Crossing, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

AMENDMENT TO SETTLEMENT AGREEMENT

Effective as of January 3, 2023 (the “**Effective Date**”), the Parties hereby enter into this Amendment (the “**Amendment**”) to that Settlement Agreement made as of March 1, 2023 (the “**Settlement Agreement**”) by and between Aerotropolis Regional Transportation Authority (“**ARTA**”), Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”), Green Valley East LLC (“**GV East**”), GVR King LLC (“**GVR King**”), Aurora Highlands Holdings LLC (“**Holdings**”), The Aurora Highlands Community Authority Board (“**AH Community Board**”), the City of Aurora (“**Aurora**”), and East Cherry Creek Valley Water and Sanitation District (“**ECCV**”), each of which is sometimes referred to as a “**Party**” and all of whom are sometimes collectively referred to as the “**Parties.**” The Parties state and agree as follows:

RECITALS

WHEREAS, the Parties entered into that certain Settlement Agreement effective as of March 1, 2023 (hereinafter the “**Settlement Agreement**”);

WHEREAS, pursuant to the Settlement Agreement, AACMD entered into a Contract with JBS Pipeline, LLC d/b/a JBS Pipeline Contractors (“**JBS**”) on September 30, 2022 to relocate certain portions of the Northern Line impacted by the Tributary T Crossing (the “**Northern Line Relocation Contract**”);

WHEREAS, the Northern Line Relocation Contract required JBS to complete the work set forth therein on or before January 13, 2023;

WHEREAS, the Northern Line Relocation Contract and Settlement Agreement both currently contemplate that ECCV shall shutdown the existing Northern Line for a two-week period between January 15 and February 28, 2023 to allow for final tie-in of the relocated section of the Northern Line (the “**2023 Construction Window**”);

WHEREAS, JBS informed AACMD on December 20, 2022 that its pipe manufacturer would not be able to begin shipping pipe until the week of February 13, 2023, and, as a result, JBS would not be prepared to conduct hydrostatic testing until February 20, 2023 and would not be able to complete final tie-in of the relocated portion of the Northern Line to the existing Northern Line until on or around March 6, 2023; and

WHEREAS, the Parties wish to amend the Settlement Agreement to extend the 2023 Construction Window to allow JBS to complete its work in 2023, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, each of which is incorporated herein by this reference, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The Parties agree that Section 4.1.9 of the Settlement Agreement is stricken in its entirety and replaced with the following:

The final tie-in of the relocated section of the Northern Line shall occur during the 2023 winter shut-down of the Northern Line that is anticipated to occur between February 20, 2023 and March 15, 2023 (the “2023 Construction Window”). In the event that JBS, in the sole discretion of AACMD, will not be able to complete the final tie-in during the 2023 Construction Window, then AACMD and ECCV shall agree upon a mutually acceptable construction window during the 2024 winter shut-down for the final tie-in to be completed, and the Parties shall execute all further amendments or agreements necessary to effectuate this change.

2. Amendment to Crossing Agreement. The Parties agree and acknowledge that ECCV and AACMD shall execute the Amendment to the Crossing Agreement attached hereto as Exhibit A.

3. Effect on Settlement Agreement. Except as and to the extent expressly modified by this Amendment, the Parties agree that the Settlement Agreement shall remain in full force and effect.

4. Conflicts. If there are any conflicts between the Settlement Agreement and this Amendment, this Amendment shall control.

5. Capitalized Terms. All capitalized terms not otherwise defined herein shall be construed and interpreted in accordance with the meaning ascribed in the Settlement Agreement.

6. Successors and Assigns. All rights and obligations under this Amendment shall be binding upon and inure to the benefit of each Party’s successors and assigns.

7. Counterparts. This Amendment may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof. Scanned and emailed signature pages shall be deemed as effective as original signature pages.

8. Authority of Signatories. By signing below, each Party represents and warrants to the others that the person signing this Amendment on that Party’s behalf has been duly authorized to execute this Amendment and bind that Party to the terms and provisions of this Amendment.

Remainder of page intentionally left blank – signatures appear on following page

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>GREEN VALLEY EAST LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>GVR KING, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>CITY OF AURORA</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

**AGENDA
MEMORANDUM**

TO: Board of Directors AGENDA ITEM M

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Amendment 1 for Engineering Services for the NBPS and SBPS Surge Anticipator Valve Replacement Design from Carollo Engineers, Inc.

Background: In September 2021, the Board approved an Engineering Services contract with Carollo Engineering, Inc. (Carollo) in the amount of \$120,056, for their services to design Surge Anticipator Valves (SAVs) at the North Booster Pump Station (NBPS) and South Booster Pump Station (SBPS). Prior to this approval, the District Manager approved a service contract with Carollo in July 2020, to analyze the booster pump stations surge control system in the amount of \$74,748. Carollo has been providing project management, surge anticipator valve design including construction drawings and technical specifications, development of procurement documents, permit support, bidding support and construction management support under the Engineering Services Agreement.

Due to unexpected issues with the original design of the SAV control panels using a Bedrock software platform, Carollo has needed to redesign the control panels for the booster stations. Along with the redesign there has been some additional construction management support required for the building permit and project term extension is necessary to complete the project. Carollo is requesting additional services of \$34,286 in Amendment 1 and an extension of the contract to August 31, 2023.

Staff Recommendation: Approval of Amendment 1 for Engineering Services for the NBPS and SBPS Surge Anticipator Valve Replacement Design from Carollo Engineers, Inc. in the amount of \$34,286, increasing the total contract amount to \$154,342, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

**FIRST AMENDMENT TO
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
NORTHERN SYSTEM SURGE ANTICIPATOR VALVE REPLACEMENT DESIGN
SERVICES CONTRACT**

This FIRST AMENDMENT TO NORTHERN SYSTEM SURGE ANTICIPATOR VALVE REPLACEMENT DESIGN SERVICES CONTRACT (the “First Amendment”) is entered into this 12 day of January, 2023, by and between the EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and CAROLLO ENGINEERS, INC., a Delaware corporation (the “Contractor”).

RECITALS

WHEREAS, the District and the Contractor entered into that certain East Cherry Creek Valley Water and Sanitation District Northern System Surge Anticipator Valve Replacement Design Services Contract, dated July 27, 2020 (the “Contract”); and

WHEREAS, in accordance with Section 2.2 of the Contract, the parties desire to amend the Contract to include Additional Services (as defined in the Contract) and make coordinating adjustments to the Contract in accordance therewith; and

WHEREAS, the parties desire to amend the Contract to extend the term thereof and intend for the Contract to continue in full force and effect without lapse; and

WHEREAS, in accordance with Section 13.6 of the Contract, the Contract may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereto agree to amend the Contract as follows:

TERMS AND CONDITIONS

1. ADDITIONAL SERVICES. The District hereby authorizes Contractor to provide the Additional Services, as more particularly described in Exhibit A at the rates set forth in Exhibit B attached to this First Amendment and incorporated herein by this reference.

2. COMPENSATION. The second sentence of Section 2.1, Compensation for Services, is amended and restated as follows:

In no event shall compensation for the Services (including Gap Work, as more particularly described below) exceed One Hundred Fifty-Four Thousand and Three Hundred Four-Two Dollars (\$154,342.00) (the “Compensation”).

3. TERM. Section 3, Term, is hereby amended and restated in full as follows:

The term of this Contract shall begin on July 27, 2020 and shall expire on August 31, 2023 or by the exercise of the termination provisions specified herein, whichever occurs first.

4. **GAP WORK.** A new Section 1.1 is hereby added to the Contract as follows:

1.1 Gap Work. The parties recognize that without amendment the Contract would have otherwise expired December 31, 2022, and during the parties' negotiation of this First Amendment, the Contractor agreed to perform the Services as required in Exhibit A to the Contract (the "Gap Work"). The parties agree that all terms of the Contract shall apply to the Gap Work as if fully performed thereunder. The Contractor shall invoice the Authority, and the Authority will compensate the Contractor, for the Gap Work in the same manner as all other Services in accordance with the terms of Section 2 of the Contract.

5. **FULL FORCE AND EFFECT.** Except as expressly modified by this First Amendment, all other provisions of the Contract shall remain in full force and effect

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

DISTRICT:

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT

By: _____
Its: _____

ATTEST:

CONTRACTOR:

CAROLLO ENGINEERS, INC.

By: _____
Its: _____

ATTEST:

EXHIBIT A

SCOPE OF SERVICES
Amendment No. 1

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
(DISTRICT)

AND

CAROLLO ENGINEERS, INC.
(CONTRACTOR)

Northern and Southern Booster Pump Station Surge Anticipator Valve Replacement Design
(Project)

PURPOSE

The purpose of this Scope of Work is to establish CONTRACTOR's services in connection with supplemental services required for the subject project, currently under contract.

CONTRACTOR'S SERVICES

The CONTRACTOR will provide the following additional engineering services:

Task 600: Construction Management Support

CONTRACTOR will coordinate with Adams County Building Department for submittal and approval of the required building department permits for both the North and South Booster Pump Stations. Services will include submittal of initial permit application, review of comments, preparation of revised drawings, resubmittal of plans and requested information, payment of applicable permit fees, and coordination of permit extension request to May 24, 2023.

All services described herein have been completed, invoiced, and paid under prior invoices. This amendment request will fund these supplemental services.

Task 700: SAV Control Panel Redesign

The original design of the Surge Anticipator Valve (SAV) control panels was based on the ECCV standard Bedrock software platform. Following design and bidding, the company supporting the Bedrock platform announced they would be going out of business and would no longer support Bedrock. This supplemental task was set up to track out of scope work associated with a redesign of the SAV control panels to implement a vendor provided panel that integrates with ECCV's existing system and provides the flexibility needed for future modifications as ECCV potentially migrates away from the Bedrock Platform. A portion of these services have already been performed and invoiced under prior invoices, and the remaining portion of services will be needed to process the Work Change Directive, submittal review, and startup and testing.

EXHIBIT A

ADDITIONAL SERVICES
SCOPE OF SERVICES

Carollo Engineers, Inc.
Northern and Southern Booster Pump Station Surge Anticipator Valve Replacement Design
Estimated Level of Effort
6/28/21

ITEM	DESCRIPTION	SENIOR PROFESSIONAL (Hours)	LEAD PROJECT PROFESSIONAL (Hours)	PROJECT PROFESSIONAL (Hours)	PROFESSIONAL (Hours)	ASSISTANT PROFESSIONAL II (Hours)	ASSISTANT PROFESSIONAL I (Hours)	TECHNICIAN (Hours)	DOCUMENT PROCESSING/ CLERICAL (Hours)	CAROLLO TOTAL LABOR HOURS (HRS)	CAROLLO TOTAL LABOR COSTS (\$\$)	SUB N/A (HRS)	SUB N/A (\$\$)	SUBS MARKUP	OTHER DIRECT COSTS (\$\$)	PECE ON CAROLLO DL Hrs	TOTAL SUBS + ODCs	TOTAL COST (\$\$)
		\$245.00	\$220.00	\$195.00	\$170.00	\$150.00	\$135.00	\$120.00	\$105.00					10%		\$13.00		
Task 1 – Transient Analysis and Surge Control Evaluation																		
100	Project Management (2 hrs/wk for 6 mo)									0	\$0	0	\$0	\$0		\$0	\$0	\$0
200	Surge Anticipator Valve Design									0	\$0	0	\$0	\$0		\$0	\$0	\$0
300	Development of Valve Procurement Documents									0	\$0	0	\$0	\$0		\$0	\$0	\$0
400	Building Department Permit Support									0	\$0	0	\$0	\$0		\$0	\$0	\$0
500	Bidding Support									0	\$0	0	\$0	\$0		\$0	\$0	\$0
600	Construction Mangement Support									0	\$0	0	\$0	\$0		\$0	\$0	\$0
	- Adams County Building Permit Fee	8		8				16	8	40	\$6,280	0	\$0	\$0	\$8,238	\$520	\$8,758	\$15,038
700	SAV Control Panel Redesign									0	\$0	0	\$0	\$0		\$0	\$0	\$0
	- Drawings, specs, RFQ, WCD and coordination	24		48				16	8	96	\$18,000	0	\$0	\$0		\$1,248	\$1,248	\$19,248
										0	\$0	0	\$0	\$0	0	\$0	\$0	\$0
										0	\$0	0	\$0	\$0	0	\$0	\$0	\$0
										0	\$0	0	\$0	\$0	0	\$0	\$0	\$0
	SUBTOTAL	32	0	66	0	0		32	16	136	\$24,280	0	\$0	\$0	\$238.28	\$1,768	\$10,006	\$34,286
		\$7,840	\$0	\$10,920	\$0	\$0		\$3,840	\$1,680		\$24,280							
	TOTAL SERVICES	32	0	66	0	0		32	16	136	\$24,280	0	\$0	\$0	\$8,238	\$1,768	\$10,006	\$34,286
		\$7,840	\$0	\$10,920	\$0	\$0		\$3,840	\$1,680		\$24,280							



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM N

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Change Order No. 1 Northern System Surge Anticipator Valve Replacement Project from Velocity Constructors Inc.

Background: On July 14, 2022, the Board approved Velocity Constructors, Inc. to install (2) 18” valves at the North Booster Pump Station and (2) 20” valves at the South Booster Pump Station along with minor electrical work and systems controls, the original contract was \$682,547.00.

The original design of the Surge Anticipator Valve (SAV) control panels was based on the ECCV standard Bedrock software platform. Following design and bidding, the company supporting the Bedrock platform announced they would be going out of business and would no longer support Bedrock.

This Change Order is required to meet the requirement of the SAV panel redesign to implement a vendor provided panel that integrates with ECCV’s existing system. These modifications provide the flexibility needed for future modifications as ECCV potentially migrates away from the Bedrock Platform. The cost for changes is an additional \$83,676.00.

Carollo Engineering has reviewed the change order and recommends approval.

Staff Recommendation: Approval of Change Order No. 1 for the Northern System Surge Anticipator Valve Replacement Project for \$83,676.00, increasing the total contract to \$766,223, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

K:\BOARD\BOARD PACKETS\2023\20230112\4 FINAL\AGENDA ITEM N - VELOCITY CHANGE ORDER 1 SURGE VALVE - MEMO.DOCX

December 29, 2022

Serial #LCO-22-0051-01

Mr. James Sulzbach
Velocity Constructors
1330 South Cherokee Street
Denver, CO 80223

Reference: ECCV North and South Booster Pump Station Surge Valves
Job # CO-22-0051-01

Subject: Change Request # 01
CLA-VAL Panels

Dear Mr. James Sulzbach:

We hereby submit for your consideration our Change Request # 01 in the amount of Thirteen Thousand and no/100 Dollars (\$13,000.00) as a credit to our subcontract agreement for the above referenced project. This change request covers the following revisions:

WGC provided the following scope:

- Addition of CLA-VAL Electronic Surge Control Panels
 - Replace PLC panels with the Cla-Val surge control panels provided by others.
 - Provide UPS units to owner purchased by CCC for control panels not being installed.
 - Provide PITs to owner but no installation or wiring necessary.
 - Ethernet connectivity between the Cla-Val surge control panel and SCADA system.
 - Provide and install conduit and wire from new PSIs to Cla Val panels.
 - Provide (4) Ashcroft B-Series Pressure Switches B450B-400#-XG6-XNH-X07-XYW (installation done by others).
 - Provide conduit and wiring to (4)PSLs.

Clarifications:

1. This proposal is valid for 30 days and is subject to any labor and material modifications occurring after this time period.
2. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.
3. Excavation done by others.
4. Turtles and SO cords provided by WGC.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP CONTRACTING INC.

Angel Guzman

Project Manager

Job #CO-22-0020/Office/Field

James Sulzbach

From: Andreano, Scot <Scot.Andreano@coreandmain.com>
Sent: Wednesday, November 23, 2022 11:19 AM
To: Dominic Velasquez
Cc: Carter, Rayden; James Sulzbach
Subject: RE: RFQ - Surge Anticipator Valve - Control Panel Modifications
Attachments: Cla-Val SC-22D Electronic Surge Control Panel.pdf; Cla-Val SC-22D-Specs.pdf

Dominic,

See below and attached. Let me know if you have any questions or how you want to proceed.

4@ CLA-VAL Model SC-22D Electronic Suge Valve Controller, NEMA 4X, P/N 21448801H \$20,028 ea
*Estimated lead time is 10-15 weeks

Thanks,

Scot Andreano
Account Manager
Core & Main

9451 Yosemite Street
Henderson, CO. 80640
720-629-6281

scot.andreano@coreandmain.com



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From: Dominic Velasquez <dvelasquez@velocityci.com>
Sent: Wednesday, November 23, 2022 8:38 AM
To: Andreano, Scot <Scot.Andreano@coreandmain.com>
Cc: Carter, Rayden <Rayden.Carter@coreandmain.com>; James Sulzbach <jsulzbach@velocityci.com>
Subject: RE: RFQ - Surge Anticipator Valve - Control Panel Modifications

CAUTION: External

Thank you Scot,

Dominic Velasquez
Project Engineer



2107 W. College Ave.
Englewood, CO 80110
Ph:303.974.3885

Fx:303.984.7802
email:dvelasquez@velocityci.com
web: www.velocityci.com

From: Andreano, Scot <Scot.Andreano@coreandmain.com>
Sent: Wednesday, November 23, 2022 8:37 AM
To: Dominic Velasquez <dvelasquez@velocityci.com>
Cc: Carter, Rayden <Rayden.Carter@coreandmain.com>; James Sulzbach <jsulzbach@velocityci.com>
Subject: RE: RFQ - Surge Anticipator Valve - Control Panel Modifications

Dominic,

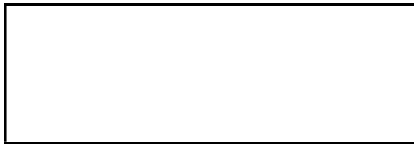
Yes, Dave sent it to me late yesterday. I have not had a chance to review it but will work on it next and have it to you shortly.

Thanks,

Scot Andreano
Account Manager
Core & Main

9451 Yosemite Street
Henderson, CO. 80640
720-629-6281

scot.andreano@coreandmain.com



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From: Dominic Velasquez <dvelasquez@velocityci.com>
Sent: Wednesday, November 23, 2022 8:30 AM
To: Andreano, Scot <Scot.Andreano@coreandmain.com>
Cc: Carter, Rayden <Rayden.Carter@coreandmain.com>; James Sulzbach <jsulzbach@velocityci.com>
Subject: FW: RFQ - Surge Anticipator Valve - Control Panel Modifications

CAUTION: External

Scot,
The below email was from the Engineer on the ECCV project for your review. I believe Dave Buchwald was to already contact you on this matter.

Thank you,

Dominic Velasquez

Project Engineer



2107 W. College Ave.
Englewood, CO 80110

Ph:303.974.3885
Fx:303.984.7802
email:dvelasquez@velocityci.com
web: www.velocityci.com

From: Jim Kriss <JKriss@carollo.com>
Sent: Tuesday, November 22, 2022 4:15 PM
To: James Sulzbach <jsulzbach@velocityci.com>; Dominic Velasquez <dvelasquez@velocityci.com>
Cc: revans@eccv.org; Clint Carter (ccarter@eccv.org) <ccarter@eccv.org>; Scott Niebur (sniebur@eccv.org) <sniebur@eccv.org>; Michelle Probasco <mprobasco@eccv.org>; Shea Geisler (sgeisler@eccv.org) <sgeisler@eccv.org>; David Buchwald <dbuchwald@pipestoneeq.com>; Monte Richard <MRichard@carollo.com>; Randy Geist <rgeist@carollo.com>; Zach Brown <zbrown@eccv.org>; Matt Peyton <mpeyton@carollo.com>
Subject: RFQ - Surge Anticipator Valve - Control Panel Modifications

James and Domenic – We’ve been developing modifications to the surge anticipator panels to address the lack of future support for the Bedrock software platform. ECCV, Carollo, and Pipestone have collaborated to develop the proposed changes, and we’d like for Velocity to make this your highest priority as panel construction will now be critical path. Dave Buchwald has already prepared quotes and provided to Core and Main, so you’ll just need to develop your costing for Velocity and your electrical sub.

Please forward on to appropriate staff and subs, and let’s plan to touch base early next week.

Thanks, and Happy Thanksgiving!

Jim Kriss, PE
Design Manager | Associate Vice President
390 Interlocken Crescent, Suite 800 | Broomfield, CO 80021
P 303.404.6304 | M 720.581.4950
carollo.com



This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Velocity Constructors

2110 - ECCV Surge Valve
PCO 1 - Surge Valve Control Panel

All Rates are Burdened

PM 110
Supt w Truck 110
Labor 65
Combined Rate 80.00

Date **29-Dec-22**

1S + 2L

XL 1.2 BID ITEM NO.	Gillette Headworks Change Order Request: DESCRIPTION	1 QUANTITY	U N I T	TOTAL MAN HOURS	Labor Total	MAT UNIT PRICE	MATERIAL DOLLARS	Equipment OTHER UNIT PRICE	Equipment & OTHER DOLLARS	SUB DOLLARS	TOTAL DIRECT COST
1											0
2	Control Panel for Surge Valves	4.00	Ea			20,028.00	80,112		0.00		80,112
3	Dray Control Panels	4.00	Ea	16.00	1,280.00			100	400.00		1,680
2		4.00	Hr				0		0.00		0
3	Weifield	1.00	Ls						0.00	(13,000.00)	(13,000)
2		1.00	Hr				0		0.00		0
3		1.00	Hr						0.00		0
2	PM	1.00	Ls	3.00	330.00		0		0.00		330
3	Supt	1.00	Ls	6.00	660.00				0.00		660
Totals				25.00	2,270.00		80,112		400.00	(13,000.00)	69,782
Small Tools \$3/ Man Hour							75				
Overhead and Profit Varies					15%		15%		15%	5%	
					341		12028		60	-650	11,779
Subtotal					2,611		92,215		460	(13,650)	81,636
					0		0		0	0	0
Tax 5%											0
Subtotal					2,611		92,215		460	(13,650)	81,636
Bond and Insurance 2.5%					65		2305		12	-341	2,041
Total					2,676		94,520		472	(13,991)	83,676

Additional Time



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM O

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Task Order No. 7-23 for 2023 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants

Background: Kennedy Jenks Consultants (KJ) currently manages ECCV's Backflow Prevention and Cross Connection Control Program. This program follows regulations and guidelines set forth by the Colorado Department of Public Health & Environment. KJ will track and monitor all aspects of backflow assembly compliance in accordance with these guidelines.

KJ's services include, but are not limited to surveying existing backflow prevention devices, collecting and entering all backflow assembly tests into Elements, monitoring and enforcing state regulations for failed or missing tests, scheduling tests for late devices, and reporting compliance data directly to District staff.

The attached proposal details services provided by KJ for the Backflow Prevention and Cross Connection Control Program.

Staff Recommendation: Approval of Proposal for Task Order No. 7-23 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants, in the amount of \$67,700, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

**EXHIBIT A
TASK ORDER 7-23**

November 18, 2022

Mr. Scott Niebur
Operations Manager
East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Road
Aurora, CO 80016

Subject: ECCV Backflow Prevention and Cross Connection Control Program
East Cherry Creek Valley Water and Sanitation District
K/J 2346049*00, Task Order 7-23

Dear Scott:

We are pleased to submit this Task Order No. 7-23 for East Cherry Creek Valley Water and Sanitation District's (ECCV) Backflow Prevention and Cross Connection Control Program (BPCCC Program) pursuant to Colorado Department of Public Health & Environment (CDPHE) Regulation 11.39.

SCOPE OF SERVICES

Kennedy Jenks proposes to continue managing the BPCCC Program for ECCV in accordance with ECCV requirements and in compliance with all CDPHE requirements. We will manage the BPCCC Program using the ECCV's existing Elements database. Currently, there are approximately 770 total backflow prevention devices, that includes both "containment" and "isolation" devices, in the District. It is our understanding that ECCV wants to track both the "containment" and "isolation" devices.

Pursuant to CDPHE Regulation 11.39, by December 31, 2022, the backflow prevention assembly Annual Testing Compliance Ratio (ATCR) must be greater than 0.9. The ATR is calculated as the number of backflow prevention assemblies (devices) that were tested during the calendar year divided by number of assemblies that were used during the calendar year.

Phase 1: Meetings and Project Management

1. Coordination and meetings
 - a. Meet with ECCV for a kick-off meeting in January.
 - b. Coordinate with ECCV to review project status and updates to Elements.
 - c. Conduct update status meetings to review the program development, assume 4 meetings.
 - d. Provide QA/QC of reports

Phase 2: Management of BPCCC Program

We are proposing to maintain the current backflow device testing procedure for 2023, where each facility contracts independently with a testing agency to perform the annual backflow device testing. The procedure below describes the implementation of the BPCCC Program.

1. Reminder letters will be sent to facilities for all devices and notice letters will be sent to facilities as needed. The letters generated from Elements will be sent to ECCV's printing company that does ECCV's mailings.
2. Receive annual testing reports of backflow prevention devices and enter the testing report status into the Cross Connection Elements database.
3. Provide monthly status reports of the testing data received and the devices that are non-compliant and provide to ECCV.
4. Coordinate with facilities with either failed test result or assembly in need of repair. As soon as a failed test result for an assembly is submitted to Kennedy Jenks, we will send out a notice that says they have 30 days to retest and resubmit their test result or repair their assembly. If not repaired within 30 days, the District may shutoff water to the customer
5. For new non-residential facilities (we have assumed 5 new facilities):
 - Review plumbing plan.
 - Perform installation observation and survey.
 - Receive initial testing report from the developer to obtain the specific backflow prevention device model, number, serial number and size for the required cross connection survey.

Phase 3: Testing of Late Backflow Devices

During this phase, Kennedy Jenks will coordinate with Backflow Consulting Testing and Repair Inc., ECCV's backflow testing company to for testing of late backflow devices.

Deliverables

1. Cross Connection Program
 - a) Monthly status reports
 - b) Reminder and notice letters
 - c) Non-compliance letters

COMPENSATION

Kennedy Jenks proposes to provide the above scope of services on an hourly basis in accordance with our attached billing rates. Below is a summary of the estimated costs for the phases of the project. We will not exceed the fee estimate without prior authorization by the District. A detailed spreadsheet for the engineering fee estimate is attached.

Project Phase	TOTAL
Phase 1 – Meetings and Project Management	\$ 3,452
Phase 2 – Management of the BPCCC Program	\$ 53,739
Phase 3 – Testing of Late Backflow Devices	\$ 10,510
	\$ 67,700

Based on the budget and 770 backflow prevention devices, the cost is approximately \$88 per device/year.

East Cherry Creek Valley Water and Sanitation District
Proposal for the 2023 Backflow Program
Page 4

CLOSURE

We sincerely appreciate the opportunity to provide this proposal. This proposal is valid for sixty (60) days after the date of this letter. At that time, Kennedy Jenks will have the right to review the proposal for any appropriate modifications.

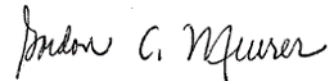
By the signature of their authorized representatives below, the District and the Consultant agree to the terms and conditions of this Task Order.

DISTRICT

By: _____
Its: _____


ATTEST:

CONSULTANT – KENNEDY/JENKS



Gordon C. Meurer, P.E.
Senior Engineer

ATTEST:



Jennifer Chipman, P.E.
Project Engineer

2023 BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Engineer-Scientist-Specialist 9	\$263
Engineer-Scientist-Specialist 8	\$242
Engineer-Scientist-Specialist 7	\$222
Engineer-Scientist-Specialist 6	\$198
Engineer-Scientist-Specialist 5	\$176
Engineer-Scientist-Specialist 4	\$158
Engineer-Scientist-Specialist 3	\$142
Engineer-Scientist-Specialist 2	\$125
Engineer-Scientist-Specialist 1	\$110
Field Specialist	\$132
Senior CAD - Designer	\$145
CAD-Designer	\$135
Senior CAD - Technician	\$126
CAD-Technician	\$113
Administrative Manager/Project Administrator/Marketing Manager	\$96
Administrative Assistant.....	\$89

In addition to the above Hourly Rates, a 3% Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 5% for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2023 through December 31, 2023.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name:	East Cherry Creek Valley Water & Sanitation District		
PROJECT Description:	2023 Backflow Prevention and Cross Connection		
Proposal/Job Number:	2346049	Date:	11/7/2022

CO 1.23 Rates	Eng-Sci-9	Eng-Sci-7	Eng-Sci-5	Field Specialist	Technician	Eng-Sci-3	Admin Manager	Total	KJ	KJ	Sub-Total	Mileage	Delivery	Sub-Total	Total Labor +
	Classification:	Hourly Rate:	Classification:	Hourly Rate:	Classification:	Hourly Rate:	Classification:	Hourly Rate:	Hours	Total Labor Fees	Comm. Charges 3%	Fees	Fees	Expenses	Expenses
Phase 1: Meetings and Project management															
1. Meetings and Project Management	1	8	6				1	16	\$3,351	\$101	\$3,452		\$0	\$0	\$3,452
<i>Subtotal</i>	1	8	6	0	0	0	1	16	\$3,351	\$101	\$3,452	\$0	\$0	\$0	\$3,452
Phase 2: Management of BPCCC Program															
1. Management of BPCCC Program	2		260				18	280	\$48,014	\$1,440	\$49,454	\$0	\$0	\$0	\$49,454
2. New facilities review	2		8	16			1	27	\$4,142	\$124	\$4,266	\$18	\$0	\$18	\$4,284
<i>Subtotal</i>	4	0	268	16	0	0	19	307	\$52,156	\$1,565	\$53,721	\$18	\$0	\$18	\$53,739
Phase 3: Testing of Late Backflow Devices															
1. Program	4		40	16				60	\$10,204	\$306	\$10,510		\$0	\$0	\$10,510
<i>Subtotal</i>	4	0	40	16	0	0	0	60	\$10,204	\$306	\$10,510	\$0	\$0	\$0	\$10,510
Total	9	8	314	32	0	0	20	383	\$65,711	\$1,971	\$67,682	\$18	\$0	\$18	\$67,700



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM P

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Budget Amendment for Task Order No. 7-22 for 2022 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants

Background: Kennedy Jenks Consultants (KJ) currently manages ECCV's Backflow Prevention and Cross Connection Control Program. This program follows regulations and guidelines set forth by the Colorado Department of Public Health & Environment. KJ will track and monitor all aspects of backflow assembly compliance in accordance with these guidelines.

KJ's services include but are not limited to surveying existing backflow prevention devices, collecting and entering all backflow assembly tests into Elements, monitoring and enforcing state regulations for failed or missing tests, scheduling tests for late devices, and reporting compliance data directly to District staff.

The attached Request for Budget Amendment in the amount of \$11,800, outlines the extra work performed to date and proposed through the end of the year.

- The addition of the residential pool backflow evaluation, which was not a part of the original scope of work.
- Extra work due to "Elements" issues. Elements did not generate notices and letters, these had to be done "by hand" via excel exported spreadsheet and mail merge in word and include the 30-day notices and late notices.
- Letters for out of compliance devices, had to be done "by hand" via excel exported spreadsheet and mail merge in word and included irrigation and non-irrigation notices sent out multiple times during the year.

The initial budget for the 2022 Backflow Prevention and Cross Connection Control Program was \$64,500 and with the \$11,800 increase, the new budget is \$76,300.

Agenda Item P
Page 2

Staff Recommendation: Approval of the Budget Amendment for Task Order No. 7-22 Backflow Prevention and Cross Connection Control Program from Kennedy Jenks Consultants, in the amount of \$11,800, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachment

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**EXHIBIT A
FOR EXISTING
TASK ORDER 7-22**

November 7, 2022

Mr. Scott Niebur
Operations Manager
East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Road
Aurora, CO 80016

Subject: Request for Budget Amendment
ECCV Backflow Prevention and Cross Connection Control Program
East Cherry Creek Valley Water and Sanitation District
K/J 2246049*00, Task Order 7-22

Dear Scott:

This letter is a request for a Budget Amendment to Task Order No. 7-22 for East Cherry Creek Valley Water and Sanitation District's (ECCV) Backflow Prevention and Cross Connection Control Program (BPCCC Program).

Kennedy Jenks is currently \$2,800 over budget through October 28, 2022 and we still have ongoing work through the end of the year. In addition to the overage, Kennedy Jenks estimates that we will spend approximately six (6) hours a week for a total of 54 hours to the end of the year for the project.

The overage includes:

1. The addition of the residential pool backflow evaluation, which was not a part of the original scope of work.
2. Extra work due to "Elements" issues. Elements did not generate notices and letters, these had to be done "by hand" via excel exported spreadsheet and mail merge in word. Included 30-day notices and late notices.
3. Letters for out of compliance devices, these had to be done "by hand" via excel exported spreadsheet and mail merge in word. Included irrigation and non-irrigation notices sent out multiple times during the year.

With this request for Budget Amendment, we respectfully request your approval to increase the budget by **\$11,800**, from \$64,500 to a new estimated budget total of \$76,300.

Request for Budget Amendment
ECCV Backflow Prevention and Cross Connection Control Program
November 7, 2022
Page 2

Kennedy Jenks proposes to provide the additional scope of services on an hourly basis in accordance with our billing rates.

Should you have any questions, please call.

CLOSURE

We sincerely appreciate the opportunity to continue our ongoing services as ECCV’s District Engineer and we are pleased to provide other services as may be required.

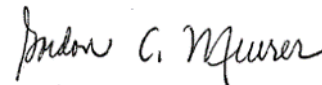
By the signature of their authorized representatives below, the District and the Consultant agree to the terms and conditions of this Task Order.

DISTRICT

By: _____
Its: _____

ATTEST:

CONSULTANT – KENNEDY/JENKS


By: Gordon C. Meurer, P.E.
Its: Senior Engineer

ATTEST:



Jamie Overgaard, P.E.
Senior Project Manager

Cc: Sara Brewer, ECCV



AGENDA MEMORANDUM

TO: Board of Directors AGENDA ITEM Q

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: Consideration of Resolutions 2023-002 and 2023-003 Ratifying a Water Rights Application and Delegating Authority to the District Manager Regarding District Water Right Adjudication Cases

Background: ECCV is involved in many water rights cases each year, either as an applicant or as an objector. As these cases work their way towards resolution, ECCV participates in negotiations with the other parties, and these negotiations intensify as the case gets closer to the trial date.

The attached Resolution 2023-002 is intended to ratify the December 27, 2022 filing in Water Division 1 for the right to appropriate a conditional water storage right in Holton Reservoir and a conditional appropriative right of exchange that includes Holton Reservoir

The attached Resolution 2023-003 is intended to replace Resolution 2019-010 and restate the current practices where the water attorney (currently Ryley Carlock & Applewhite) and District Manager participate in the negotiations and enter into stipulations on the District's behalf regarding the various cases. Because the negotiations can be very fast moving as the trial dates approach, this authority is crucial to be able to settle out of court where appropriate. The resolution formally gives the water attorney and District Manager the authority to participate in the water rights adjudications and enter into stipulations or other agreements regarding these cases, and also authorize the appropriation of water rights on behalf of ECCV.

Staff Recommendations: Adopt Resolution 2023-002 ratifying the application in Case No. 22CW3209 for Holton Reservoir and Adopt Resolution 2023-003 Water Rights Authority Delegation, in substantial form presented with any additional changes approved by District Manager and legal counsel.

Attachments

RESOLUTION 2023-002
OF
THE BOARD OF DIRECTORS
OF
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

A Resolution ratifying a Water Rights Application for continued and improved operation of the Water Supply Project.

WHEREAS, East Cherry Creek Valley Water and Sanitation District (“ECCV”), is a political subdivision of the State of Colorado, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, ECCV has entered into an Amended and Restated Water Supply Agreement (“Water Supply Agreement”) with United Water and Sanitation District (“United”) and the Farmers Reservoir and Irrigation Company; and

WHEREAS, ECCV has entered into an Intergovernmental Agreement with Arapahoe County Water and Wastewater Authority (“ACWWA”) and United, acting on its own behalf and on behalf of the United Water and Sanitation District ACWWA Enterprise, and on behalf of the United Water and Sanitation District Chambers Enterprise; and

WHEREAS, the purpose of the Water Supply Agreement and the Intergovernmental Agreement is to provide ECCV and ACWWA with an integrated system for the diversion, accretion, collection, storage, transmission, and treatment of ACWWA and ECCV’s water rights (the “Water Supply Project”); and

WHEREAS, to achieve the purpose of the Water Supply Agreement and the Intergovernmental Agreement, United has agreed to provide ECCV with 6,200 acre-feet of consumptive use water delivered to ECCV’s reverse osmosis water treatment plant; and

WHEREAS, ECCV’s Water Conservation Plan estimates that at full build out, which is expected to occur in twenty years, ECCV will require up to 15,000 acre-feet of water; and

WHEREAS, on July 16, 2021, United and ECCV entered into a water storage lease agreement providing ECCV with storage space in Holton Reservoir to facilitate its operations. The Board approved this lease agreement by resolution adopted and approved on July 22, 2021; and

WHEREAS, on October 21, 2021, ECCV obtained a decree in Case No. 16CW3196 approving ECCV’s use of Holton Reservoir as a storage facility to facilitate its operations; and

WHEREAS, the District Manager has determined that it is necessary to appropriate a conditional water storage right in Holton Reservoir and a conditional appropriative right of exchange that includes Holton Reservoir as an exchange-to and exchange-from point, for the purposes of meeting ECCV's demand at full build out, use in the Water Supply Project, and use in ECCV's 2023-2024 Substitute Water Supply Plan to replace the out-of-priority depletions that result from pumping at the ACWWA/ECCV Well Field in Beebe Draw.

WHEREAS, the District Manager has determined it is necessary to file an application in the Water Court for Water Division No. 1 for said conditional water rights and has authorized and instructed special water counsel, Nazareus, Stack & Wombacher, to proceed accordingly; and

WHEREAS, on December 27, 2022 special water counsel, Nazareus, Stack & Wombacher, filed an application on ECCV's behalf in Case No. 22CW3209 in Water Division 1 for a conditional water storage right in Holton Reservoir, with a priority date of October 21, 2021, and a conditional appropriative right of exchange to add Holton Reservoir as an exchange-to and exchange-from point, with a priority date of December 27, 2022.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT THAT:

The above-described actions, determinations, authorizations, and water court filing are hereby ratified by the Board. This Ratification shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of January, 2023

**East Cherry Creek Valley Water and Sanitation
District**

By: Monica Holland, Board Chair

ATTESTED:

Martin Hill, Jr., Treasurer

STATE OF COLORADO

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)
)
)

ARAPAHOE COUNTY

The Board of Directors of East Cherry Creek Valley Water and Sanitation District, Arapahoe County, Colorado, met in regular sessions in full conformance with all applicable laws, at 6201 South Gun Club Road in Aurora, Colorado on Thursday, the 12th day of January, 2023 at the hour of 3:00 p.m.

The following members of the Board of Directors were present, constituting a quorum:

Chairman: Monica Holland

Vice Chairman: E. Peter Elzi, Jr.

Treasurer: Martin Hill, Jr.

Secretary: O. Karl Kasch

Assistant Secretary: Mark Vagnerini

District Manager: David J. Kaunisto

Absent: _____

Thereupon the attached resolution was introduced, adopted, and approved by the Board of Directors.

RESOLUTION 2023-003
OF
THE BOARD OF DIRECTORS
OF
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

AMENDED AND SUPERSEDING IN ITS ENTIRETY RESOLUTION 2019-010 AND
DELEGATING AUTHORITY TO THE DISTRICT MANAGER REGARDING
DISTRICT WATER RIGHT ADJUDICATION CASES

WHEREAS, the East Cherry Creek Valley Water and Sanitation District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, organized and operating pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, pursuant to Section 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) has the power to manage, control, and supervise all of the business and affairs of the District and all construction, installation, operation, and maintenance of District improvements; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the Board is permitted to adopt, amend, and enforce rules and regulations for carrying on the business, object, and affairs of the District; and

WHEREAS, in order to protect the District’s water rights and associated interests, routine participation and decision-making by the District’s manager is necessary with regard to various water right adjudication cases that are either brought by the District or which the District may wish to oppose; and

WHEREAS, the Board previously delegated authority to the District’s manager, as that title may from time to time change (the “Manager”), in conjunction with the District’s water counsel, to participate in routine water rights matters and adjudications and to participate in or oppose water rights applications on behalf of the District to protect the District’s water rights and associated interests via Resolution 2019-010; and

WHEREAS, to effectuate the protections discussed herein, the Board desires to and clarify certain delegations of power and authority to the Manager and to supersede, in its entirety, Resolution 2019-010.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of East Cherry Creek Valley Water and Sanitation District as follows:

1. Delegation of Authority. The Board hereby authorizes and delegates to the Manager, in conjunction with the District's water counsel, the authority to:

a. File water court oppositions or abandonment actions on behalf of the District or otherwise participate in various water right adjudication cases to protect the District's water rights and associated interests;

b. Undertake the appropriate acts necessary to effectuate appropriations of water rights on behalf of the District;

c. File water court applications on behalf of the District to adjudicate water rights, including but not limited to ground water rights, conditional water rights, changes of water rights, exchanges, plans for augmentation or substitution, and other water adjudications or determinations;

d. File legal actions on behalf of the District for declaratory, injunctive, or other relief with regards to judgments, orders, or decrees entered in such cases, or to otherwise protect the District's water rights and associated interests; and

e. Enter into settlement agreements and/or stipulations related to such cases to protect the District's water rights and associated interests.

2. Effective Date. This Resolution shall take effect upon its approval by the Board and upon the Effective Date shall supersede in its entirety Resolution 2019-010.

ADOPTED AND APPROVED this ____ day of January, 2023

**East Cherry Creek Valley Water and Sanitation
District**

By: Monica Holland, Board Chair

ATTESTED:

Martin Hill, Jr., Treasurer



**AGENDA
MEMORANDUM**

TO: Board of Directors AGENDA ITEM R

FROM: Dave Kaunisto, District Manager

MEETING DATE: January 12, 2023

SUBJECT: District Manager's Report

This agenda item will be discussed at the Board Meeting.

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