

SECTION 14 METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jay Perlmutter	President	2023/May 2023
Jonathan Perlmutter	Treasurer	2022/May 2022
Douglas C. Ernst	Assistant Secretary	2022/May 2022
G. Darwin Toll, Jr.	Assistant Secretary	2023/May 2023
Kenya Jenkins	Assistant Secretary	2022/May 2022
Ann Finn	Secretary	

DATE: October 4, 2021

TIME: 1:00 p.m.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD VIA ZOOM WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE SEE THE BELOW REFERENCED ZOOM MEETING INFORMATION.

<https://us02web.zoom.us/j/83154374208?pwd=UERrZVZCYVZjeEI0enc4V3FycVg1UT09>

Phone: 1 (253) 215-8782 or 1 (346) 248-7799

Meeting ID: 831 5437 4208

Password: 632483

One tap mobile:

+12532158782,,83154374208#,,, *632483#

+13462487799,,83154374208#,,, *632483#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

C. Review and approve Minutes of the June 28, 2021 Special Meeting (enclosure).

II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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III. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Ratify approval of the Amendment to Assignment of Commissioners Easement Deed between Chanson LLP, Foothills Park & Recreation District and the District (enclosure).
 - Ratify approval of the Cost Sharing and Reimbursement Agreement between the District, Foothills Park & Recreation District and Concordia on the Lake LLLP (enclosure).
 - Ratify approval of the Non-Exclusive Assignment of Commissioners Easement Deed between Chanson LLP and the District (enclosure).
 - Ratify approval of the Non-Exclusive Easement Agreement between Chanson LLP and the District (enclosure).
 - Ratify approval of the Second Amendment and Non-Exclusive Assignment of Easements Under the Storm Drainage Agreement between Chanson LLP, Foothills Park & Recreation District and the District (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the following periods (enclosures):

Fund	Period ending June 30, 2021	Period ending July 31, 2021	Special Check Jefferson County Treasurer	Period ending August 31, 2021
General	\$ 22,506.39	\$ 34,141.46	\$ -0-	\$ 51,395.25
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 20,617.00	\$ 4,800.00	\$ 500.00	\$ 20,270.00
Total	\$ 43,123.39	\$ 38,941.46	\$ 500.00	\$ 71,665.25

Fund	Period ending Sept. 21, 2021
General	\$ 40,250.80
Debt	\$ -0-
Capital	\$ 1,364.88
Total	\$ 41,615.68

V. LEGAL MATTERS

A. _____

VI. CAPITAL PROJECTS

A. Discuss status of the Outfall Structure Improvement Project for Outfall Structure Nos. 1 and 6 (enclosure – cost estimates).

1. Review bid tabulation (enclosure).

2. Award Construction Contract.

3. Authorize issuance of Notice of Award and Notice to Proceed.

4. Approve Construction Contract.

5. Schedule of Events (enclosure).

B. Review Operation and Maintenance Manual for Underground Stormwater Treatment Facilities and Outfalls from Storm Water Asset Protection LLC (enclosure).

C. Review and consider approval of proposals for Stormwater Inspection and Maintenance Services (to be distributed – proposals, enclosure - map).

- D. Discuss status of the renovation of the monument signs for Bowles Village Shopping Center.
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VII. OTHER MATTERS

- A. _____
-

- VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 29, 2021 – BUDGET HEARING**

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
SECTION 14 METROPOLITAN DISTRICT
HELD
JUNE 28, 2021**

A Special Meeting of the Board of Directors of the Section 14 Metropolitan District, Jefferson County and the City and County of Denver, Colorado was duly posted and held on Monday, the 28th day of June, 2021, at 9:30 a.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

ATTENDANCE

Directors In Attendance Were:

Jay Perlmutter
Jonathan Perlmutter
Douglas C. Ernst
G. Darwin Toll, Jr.
Kenya Jenkins

Also In Attendance Were:

Ann Finn and Steve Beck (for a portion of the meeting); Special District Management Services, Inc.

Kate Olson, Esq.; McGeady Becher P.C.

Neil Schilling; Schilling & Company, Inc. (for a portion of the meeting)

Brad Gordon; Jordon Perlmutter & Co.

Terry Green; Foothills Park & Recreation District

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Olson noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board

RECORD OF PROCEEDINGS

members prior to this meeting in accordance with the statute. It was noted that Directors' Disclosure Statements have been filed for all Directors.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Toll, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Agenda was approved, as amended.

Meeting Location/Manner and Posting of Meeting Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that due to concerns regarding the spread of the COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via telephone conference, without any individuals (neither District representatives nor the general public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Minutes: The Board reviewed the Minutes of the March 18, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Ernst and, upon vote, unanimously carried, the Board approved the Minutes of the March 18, 2021 Special Meeting.

2021 SDA Conference: Ms. Finn discussed the SDA Conference with the Board, and noted the information concerning the details of the conference will be emailed to them once the information is available.

PUBLIC COMMENTS

There were no public comments at this time.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period ending March 30, 2021	Period ending April 23, 2021	Period ending May 28, 2021
General	\$ 16,649.89	\$ 31,926.46	\$ 10,769.31
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 15,644.50	\$ 6,392.00	\$ 2,235.00
Total	\$ 32,294.39	\$ 38,318.46	\$ 13,004.31

Following review, upon motion duly made by Director Jenkins, seconded by Director Ernst and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

Unaudited Financial Statements: Mr. Beck reviewed with the Board the unaudited financial statements through the period ending March 31, 2021, and the schedule of cash position statement dated March 31, 2021.

Following review, upon motion duly made by Director Toll, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2021, and the schedule of cash position statement dated March 31, 2021, as presented.

2020 Audit: Mr. Schilling reviewed the draft 2020 Audit with the Board.

Following review and discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Ernst, and upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an Unmodified Opinion Letter from the Auditor.

2022 Budget Preparation: The Board discussed the preparation of the 2022 Budget.

Following discussion, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Jenkins and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget. The Board determined to hold the public hearing to consider adoption of the 2022 Budget on November 29, 2021, at 9:30 a.m., at the offices of Jordan Perlmutter & Company, 1601 Blake Street, Suite 600, Denver, Colorado 80217.

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LEGAL MATTERS

Cost Sharing and Reimbursement Agreement between the District, Foothills Park & Recreation District, and Concordia on the Lake LLLP: Attorney Olson reviewed with the Board a Cost Sharing and Reimbursement Agreement between the District, Foothills Park & Recreation District, and Concordia on the Lake LLLP.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board approved the Cost Sharing and Reimbursement Agreement between the District, Foothills Park & Recreation District, and Concordia on the Lake LLLP, subject to final approval by the Foothills Park & Recreation District and Concordia on the Lake LLLP.

First Amendment to Master Service Agreement between the District and Proof Civil Co. for Civil Engineering Services: The Board reviewed a First Amendment to Master Service Agreement between the District and Proof Civil Co. for Civil Engineering Services.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board approved the First Amendment to Master Service Agreement between the District and Proof Civil Co. for Civil Engineering Services.

Easement Agreements and/or any necessary Amendments thereto between Chanson LLP, the District, and Foothills Park & Recreation District: Attorney Olson discussed with the Board the Amendment to Assignment of Commissioners Easement Deed between Chanson LLP, Foothills Park & Recreation District, and the District, the Non-Exclusive Assignment of Commissioners Easement Deed between Chanson LLP and the District, the Non-Exclusive Easement Agreement between Chanson LLP and the District, and the Second Amendment and Non-Exclusive Assignment of Easements Under the Storm Drainage Agreement between Chanson LLP, Foothills Park & Recreation District, and the District.

Following discussion, upon motion duly made by Director Toll, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board approved the Easement Agreements and/or any necessary Amendments thereto between Chanson LLP, the District, and Foothills Park & Recreation District, subject to final approval by Chanson LLP and the Foothills Park & Recreation District. The Board further authorized Manhard Consulting, LTD to update and prepare legal descriptions for the Easement Agreements.

RECORD OF PROCEEDINGS

Second Amendment to Resolution No. 2013-11-05; Regarding Colorado Open Records Act Requests: The Board reviewed a Second Amendment to Resolution No. 2013-11-05; Regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Ernst and, upon vote, unanimously carried, the Board adopted the Second Amendment to Resolution No. 2013-11-05; Regarding Colorado Open Records Act Requests.

CAPITAL IMPROVEMENTS

Chanson Plaza Storm Drainage Outfall Structure Improvement Project for Outfall Structure No. 1: Ms. Finn reported to the Board on the status of the Chanson Plaza Storm Drainage Improvements Project for Outfall Structure No. 1. She noted she is working with Messrs, Gordon, Green and DeYoung on finalizing construction documents. Attorney Olson reviewed the Schedule of Events for the construction project.

Payment of Floodplain Permit Application: The Board entered into discussion regarding the payment of Floodplain Permit Application, for the amount of \$500.00.

Following discussion, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Ernst and, upon vote, unanimously carried, the Board authorized payment of the Floodplain Permit Application.

Storm Drainage Outfall Structure Improvement Project for Outfall Structure No. 6: Ms. Finn reported to the Board of the status of the Storm Drainage Outfall Structure Improvements Project for Outfall Structure No. 6. She noted she is working with Messrs. Gordon, Green and DeYoung on finalizing construction documents. Attorney Olson reviewed the Schedule of Events for the construction project.

Ownership and Maintenance Responsibility for Outfall Structure No. 8: The Board entered into discussion regarding the ownership and maintenance responsibility for Outfall Structure No. 8. The Board agreed to maintain the Outfall Structure No. 8 and Concordia agreed to pay for half of the initial clean up.

First Amendment to Service Agreement for Stormwater Inspection and Maintenance between the District and Storm Water Asset Protection LLC: The Board entered into discussion regarding amending the Service Agreement for Stormwater Inspection and Maintenance between the District and Storm Water Asset Protection LLC to include maintenance of Outfall Structure No. 8. Ms. Finn

RECORD OF PROCEEDINGS

reported a draft Maintenance Manual has been completed and noted the estimated costs for initial maintenance is approximately \$30,000.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Ernst and, upon vote, unanimously carried, the Board approved the First Amendment to the Service Agreement for Stormwater Inspection and Maintenance between the District and Storm Water Asset Protection LLC and authorized staff to obtain proposals for the maintenance work.

Renovation of the Monument Signs for Bowles Village Shopping Center:
Director Jonathan Perlmutter reported he is waiting on approvals and permits from Jefferson County for the monument renovation project of two signs. He also noted the estimated cost is approximately \$35,000 for each sign.

OTHER MATTERS

There were no other matters to discuss at this time.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

AMENDMENT TO ASSIGNMENT OF COMMISSIONERS EASEMENT DEED

THIS AMENDMENT TO ASSIGNMENT OF COMMISSIONERS EASEMENT DEED (this “**Amendment**”) is made and entered into on the 9th day of September, 2021 (the “**Effective Date**”), by and between **CHANSON LLP**, a Colorado limited liability partnership, whose address is 1601 Blake Street, Suite 600 Denver, CO 80248-0070 (“**Chanson LLP**”), **FOOTHILLS PARK & RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6612 S Ward Street, Littleton, CO 80127 (“**Foothills District**”), and **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 (“**Section 14 MD**”) each individually, a “**Party**” and collectively, the “**Parties.**”

RECITALS

- A. Foothills District is successor in interest to the County of Jefferson, State of Colorado, a body politic and corporate (“**Grantor**”).
- B. Chanson LLP is successor in interest to Section 14 Development Co., a Colorado partnership (“**Grantee**”).
- C. Grantor and Grantee entered into that certain Commissioners Easement Deed, recorded on November 14, 1986 at Reception No. 86140821 with the Jefferson County Clerk and Recorder’s Office (the “**Easement Agreement**”), attached as **Exhibit A**.
- D. The Easement Agreement was assigned, in part, to Section 14 MD by the Assignment of Commissioners Easement Deed, recorded January 13, 2021 at Reception No. 2021006484 with the Jefferson County Clerk and Recorder’s Office (the “**Assignment**”), attached as **Exhibit A**.
- E. The Parties now wish to amend the Assignment to expand the area of the easement (“**Expanded Easement Area**”) identified in the Easement Agreement (“**Easement**”) to accurately reflect the location of the storm drainage facility, attached as **Exhibit B**.
- F. Foothills District is the owner of certain tracts of real property where both the Easement and the Expanded Easement Area are located.
- G. The Assignment previously assigned the Easement Agreement, in part, to Section 14 MD and now Foothills District desires to grant Section 14 MD an easement over the Expanded Area.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

COVENANTS AND AGREEMENTS

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Easement Agreement.
2. Authority. Each Party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Amendment, and that the Parties signing on its behalf have all the necessary authority to execute and deliver this Amendment.
3. Successor and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
4. Miscellaneous. This Amendment shall be governed by and construed under the applicable laws of the State of Colorado. This Amendment may be executed in counterparts.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

ASSIGNMENT OF COMMISSIONERS EASEMENT DEED

THIS ASSIGNMENT OF COMMISSIONERS EASEMENT DEED (this “**Assignment**”) is made and entered into on the 22nd of June, 2020 (the “**Effective Date**”), by and between **CHANSON LLP**, a Colorado limited liability partnership, whose address is 1601 Blake Street, Suite 600 Denver, CO 80248-0070 (“**Assignor**”) and **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 (“**Assignee**”).

RECITALS

A. Foothills Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado, is successor in interest to the County of Jefferson, State of Colorado, a body politic and corporate (“**Grantor**”).

B. Chanson LLP is successor in interest to Section 14 Development Co, a Colorado partnership (“**Grantee**”).

C. Grantor and Grantee are parties to that certain Commissioners Easement Deed, recorded on November 14, 1986 at Reception No. 86140821 with the Jefferson County Clerk and Recorder’s Office (the “**Easement Agreement**”), attached as **Exhibit A**. The location of the easement is further identified on **Exhibit B** (the “**Easement Premises**”).

D. Assignor desires to assign the rights, title, interests and obligations of the Easement Agreement to Assignee with the exception of the responsibility of Assignor pursuant to Section 4 of the Easement Agreement, related to oil containment devices, if any, located outside the Easement Premises (the “**Off-Easement Premises Oil Containment Device Maintenance Responsibility**”).

E. Assignee desires to assume the rights, title, interests and obligations of the Easement Agreement, with the exception of the Off-Easement Premises Oil Containment Device Maintenance Responsibility.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Easement Agreement.

2. Assignment; Assumption. As of the Effective Date, Assignor hereby sells, conveys, transfers, assigns unto Assignee, to the extent permitted by law, all of Assignor's right, title and interest in, to and under the Easement Agreement without representation or warranty, with the exception of the Off-Easement Premises Oil Containment Device Maintenance Responsibility. As of the Effective Date, Assignee hereby accepts such right, title and interest and assumes, and agrees to be bound by, all of the terms, covenants and agreements of the Easement Agreement and perform, from and after the Effective Date, all of the duties and obligations of Assignor as "**Grantee**" under the Easement Agreement with the exception of the Off-Easement Premises Oil Containment Device Maintenance Responsibility.

3. Execution. This Assignment may be executed in counterparts as originals or by electronic copies of executed originals; provided however, if executed and evidence of execution is made by electronic copy, then an original shall be provided to the other Party within seven days of receipt of said electronic copy.

4. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded hereby.

5. Authority. Each party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Assignment, and that the parties signing on its behalf have all the necessary authority to execute and deliver this Assignment.

6. Successor and Assigns. This Assignment and all rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the heirs, successors and assigns of each such party.

7. Miscellaneous. This Assignment shall be governed by and construed under the applicable laws of the State of Colorado. This Assignment may be executed in counterparts.

[SIGNATURE PAGES FOLLOW]

ASSIGNEE:

SECTION 14 METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]
Name: JAY PODMUTTA
Title: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 11th day of JAN, 2020, by Jay Podmutta, as President of SECTION 14 METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: June 18, 2024

[Signature]
Notary Public

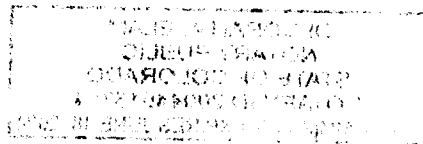
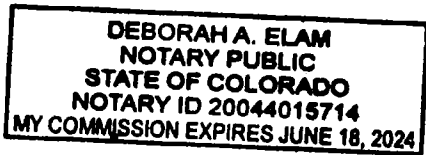


EXHIBIT A

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 84140821
11/14/86 10:50 9.00 CED-83-5-86

COMMISSIONERS EASEMENT DEED

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KNOW ALL MEN BY THESE PRESENTS, that the County of Jefferson, State of Colorado, a body politic and corporate (the "County") for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quit claim unto the Section 14 Development Co., a Colorado general partnership, whose address is 1601 Blake Street, Suite 600, Denver, Colorado 80202, its successors and assigns ("Grantee") a permanent non-exclusive easement to enter upon, construct, reconstruct, operate, use, maintain, repair, replace and/or remove a storm drainage discharge pipe and appurtenances thereto (the "storm drain") together with reasonable rights of access thereto, said easement being described as set forth on Exhibit A attached hereto and made a part hereof. 1-3

TO HAVE AND TO HOLD said Easement unto the Grantee, its successors and assigns forever; provided, however, that this conveyance is made by the County to and accepted by the Grantee upon the following express conditions:

1. The County, its successors or assigns, shall have the right to use and occupy the lands described by the Easement herein granted, including the right to construct, maintain, repair, operate or rebuild a path, walkway or roadway over, across and upon said Easement and the right to convey other non-exclusive easements, which easements shall be subject to the servitude of this Easement.

2. If the County constructs a path, walkway or road upon the land upon which this Easement is located, it shall be the responsibility of the Grantee, its successors and assigns, to cause to be placed at Grantee's sole expense, a covered manhole or such other device, at such grade or in such manner as may be required by the County, if reasonably necessary to provide access to the storm drain, so as not to interfere with the construction, maintenance or use of said County path, walkway or road.

3. The Easement established hereunder shall not constitute a construction authorization. The right to construct the storm drain or any other use of this Easement shall be subject to all applicable rules and regulations including, without limitation, the issuance of any necessary construction permits or authorizations. Construction shall be undertaken only in compliance with any required permit or authorization.

4. Grantee shall provide reasonable advance notice of any maintenance, replacement or repair of the storm drain requiring excavation. The Grantee, its successors and assigns, shall maintain the storm drain in good order and condition; such maintenance shall include, but shall not be limited to, maintenance of the oil containment devices to be constructed by Grantee, whether or not such devices are located within the easement established hereby.


5. After construction, relocation, or maintenance of the storm drain, the surface of the land shall be restored by Grantee, at its own expense to the condition in which it existed immediately prior to such construction or maintenance. Existing fencing destroyed or disturbed by Grantee shall be replaced or restored by Grantee to its original condition. If the Grantee shall abandon the Easement herein granted, or abandon the use of the storm drain, or fails to complete construction of the storm drains in a timely manner as determined by the County, all rights, privileges and interests herein granted shall cease and terminate. Use of the storm drains by Grantee shall be in compliance with all applicable laws, ordinances, rules or regulations.

6. To the extent permitted by law, the Grantee, its successors and assigns, by its acceptance and recording of this Easement agree to indemnify, defend and save the County, its agents or employees, harmless from claims, demands or any liability whatsoever for injury or damage suffered due to or arising from the grant of this Easement by the County or the use of the Easement by the Grantee, its successors and assigns; and Grantee does further agree to release and absolve the County, its agents or employees of any liability for any injury or damage which may be caused by the County, its agents or employees to the storm drain, whether through negligence or otherwise.

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7. Each and every one of the benefits and burdens contained in the these covenants shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the County has executed this Commissioners Easement Deed.

ATTEST

Dennis A. Ferris
Deputy Clerk and Recorder

COUNTY OF JEFFERSON
STATE OF COLORADO
By Marjorie E. Clement
Marjorie E. Clement, Chairman
Board of County Commissioners

APPROVED AS TO FORM
11/11/86
Assistant County Attorney

Date November 12, 1986

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Commissioners Easement Deed was acknowledged before me this 12th day of November, 1986, by Marjorie E. Clement, as Chairman of the Board of County Commissioners, to convey and execute a deed for and on behalf of the County of Jefferson, State of Colorado.

WITNESS my hand and official seal.

My Commission expires: 7-16-86



Jerry O'Neill
Notary Public

TRI-CONSULTANTS, INC.
7500 W. MISSISSIPPI AVE.
DENVER, COLORADO 80226

OFFSITE STORM DRAINAGE EASEMENT
SOUTH OF W. BOWLES AVENUE

A parcel of land being part of the northwest quarter of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being described as follows:

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A storm drainage easement being sixty (60) feet in width, being thirty (30) feet on each side of the following described centerline, the right-of-way lines of said easement extending ahead and back as necessary to intersect with the beginning and terminating lines indicated:

Beginning at a point on the westerly boundary of Johnson Reservoir from which the northwest corner of Section 23 bears $N 46^{\circ}37'29'' W$, a distance of 732.38 feet, (bearings based on the north line of said Section 23 being $N 89^{\circ}55'05'' E$); thence $S 70^{\circ}14'09'' E$, a distance of 115.45 feet to the Point of Terminus.

Containing 6,927 square feet or 0.159 acres, more or less.

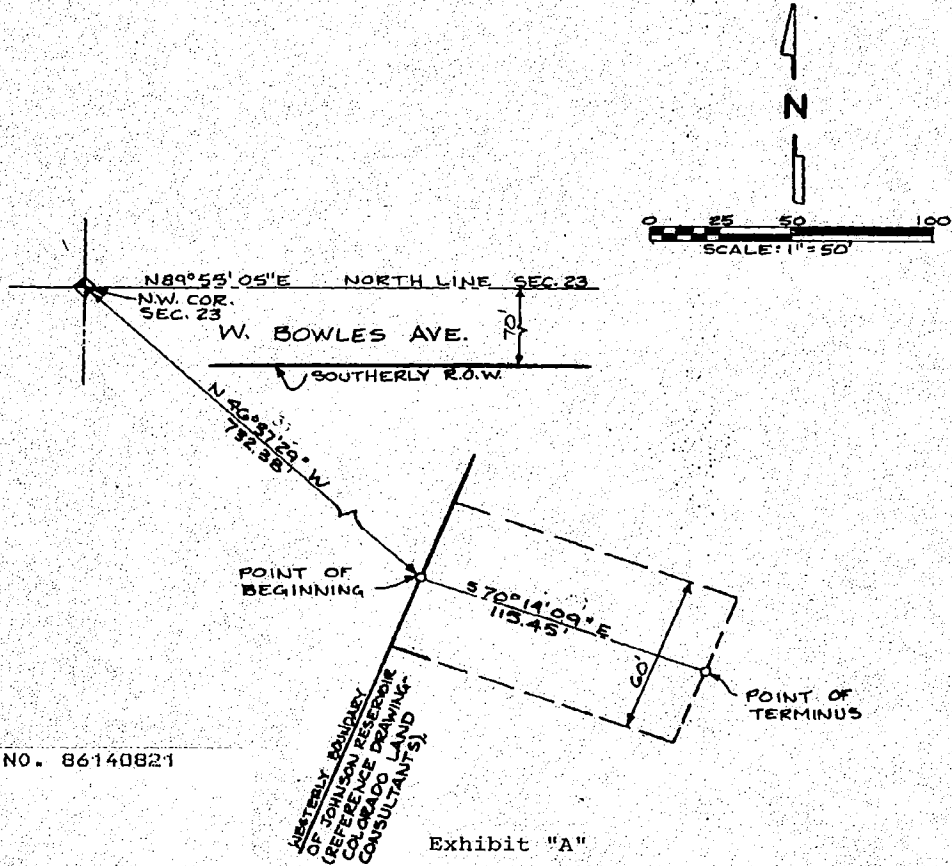
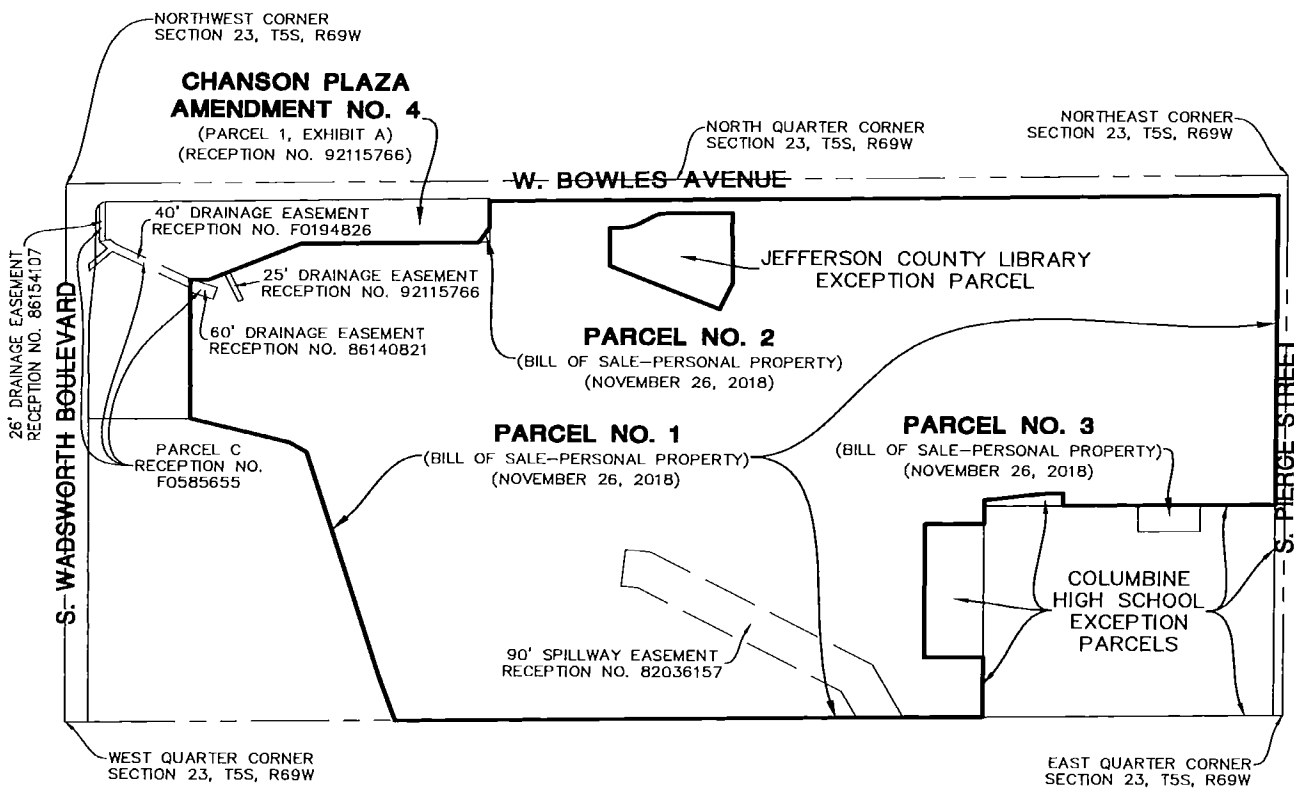
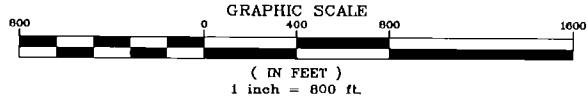


EXHIBIT B

JOHNSON RESERVOIR & CLEMENT PARK



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

4/23/2020 8:02 AM Dwg Name: P:\S14\icco01\dwg\Surv\Final Drawings\Exhibits_Surv\S14\JCCO01.00-DM.dwg Updated By: BPFahl

Manhard
CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT	
COUNTY OF JEFFERSON, COLORADO	
JOHNSON RESERVOIR & CLEMENT PARK	
PROJ. MGR.: JMR	SHEET
DRAWN BY: BJP	1 OF 1
DATE: 04/23/2020	S14.JCCO01.00
SCALE: 1" = 800'	

EXHIBIT B

EXHIBIT "B"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTH COMMON BOUNDARY CORNER OF LOT 3 AND LOT 4, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 79°00'48" EAST, A DISTANCE OF 1660.67 FEET, THENCE SOUTH 65°58'54" WEST, ALONG THE SOUTHEAST BOUNDARY OF SAID LOT 3, A DISTANCE OF 432.32 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 3, BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY SOUTHEAST CORNER, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 19°10'57" EAST, A DISTANCE OF 34.35 FEET;
2. SOUTH 70°41'28" EAST, A DISTANCE OF 34.96 FEET;
3. SOUTH 19°18'32" WEST, A DISTANCE OF 60.00 FEET;
4. NORTH 70°41'28" WEST, A DISTANCE OF 73.59 FEET;
5. SOUTH 41°25'19" WEST, A DISTANCE OF 58.59 FEET TO THE EAST BOUNDARY OF LOT 2, OF SAID CHANSON PLAZA AMENDMENT NO. 4;

THENCE NORTH 00°14'28" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 119.18 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 3;

(PARCEL DESCRIPTION CONTINUED)

THENCE NORTH 89°17'05" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3,
A DISTANCE OF 84.28 FEET TO THE **POINT OF BEGINNING**;

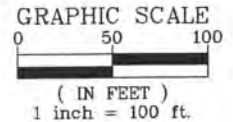
CONTAINING A CALCULATED AREA OF 9,929 SQUARE FEET OR 0.2279 ACRES, MORE
OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT
WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

EXHIBIT "B"



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX

S89°27'46"W 2645.70'
NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 23
(BASIS OF BEARINGS)

WEST BOWLES AVENUE
(R.O.W. VARIES)

CHANSON PLAZA
AMENDMENT NO. 4
RECEPTION NO. F0368180

LOT 4

POINT OF
COMMENCEMENT
SOUTH COMMON
BOUNDARY CORNER
OF LOT 3 AND LOT 4

COMMISSIONER'S DEED
(PARCEL 1)
RECEPTION NO. 2018107637

40' DRAINAGE EASEMENT
RECEPTION NO. F0368180

POINT OF
BEGINNING

60' DRAINAGE EASEMENT
RECEPTION NO. 86140821

STORM DRAINAGE
AGREEMENT
EASEMENT C
RECEPTION NO.
92115766
& 92115767

NW1/4, SEC. 23,
T.5S., R.69W.,
6TH P.M.

JOHNSON
RESERVOIR

LOT 3
LOT 2
L7
L1
L2
L6
L5
L4
L3
UTILITY AND DRAINAGE
EASEMENT AND PRIVATE
ACCESS DRIVE
RECEPTION NO. F0368180

EASEMENT PARCEL
9,929 S.F. (0.2279 AC.)±



FOR AND ON BEHALF OF
MANHARD CONSULTING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°10'57"E	34.35'
L2	S70°41'28"E	34.96'
L3	S19°18'32"W	60.00'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N70°41'28"W	73.59'
L5	S41°25'19"W	58.59'
L6	N00°14'28"W	119.18'
L7	N89°17'05"E	84.28'

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



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - OUTFALL #1
NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,
COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
DRAWN BY: JLM
DATE: 8/9/2021
SCALE: 1" = 100'

SHEET
3 OF 3
S14JCC01.01

8/9/2021 6:30 AM Dwg Name: \rnet-drv-nas\Projects-DRV\S14\cc01\dwg\Surv\Final Drawings\Exhibits\Surv\S14\CC01.01 - Outfall.dwg Updated By: JFelder

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

COST SHARING AND REIMBURSEMENT AGREEMENT

This **COST SHARING AND REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is entered into and effective this ____ day of August, 2021 by and between **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Section 14 MD**”), **FOOTHILLS PARK & RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Foothills District**”), and **CONCORDIA ON THE LAKE LLLP**, a Colorado limited liability limited partnership (“**Concordia**”), each individually, a “**Party**” and collectively, the “**Parties.**”

RECITAL

A. Section 14 MD was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(1), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. Foothills District is the legal owner of the land, as described within that certain Commissioner’s Deed recorded with the Jefferson County Clerk and Recorder on November 29, 2018 at Reception No. 2018107637, upon which a storm drainage facility was constructed, as identified on **Exhibit A** (“**Outfall Structure No. 6**”).

D. The boundaries of Section 14 MD are located to the east of Outfall Structure No. 6.

E. Concordia is the legal owner of property located to the south of Outfall Structure No. 6.

F. Outfall Structure No. 6 is in immediate need of repair and ongoing maintenance.

G. Section 14 MD, Foothills District, and Concordia have determined that it is in the best interest of the Parties for Section 14 MD to proceed to cause current repairs to be made (“**Flood Channel Improvements**”), as well as future and emergency repairs, to Outfall Structure No. 6.

H. The Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which Foothills District and Concordia intend to reimburse Section 14 MD for certain costs in connection with Outfall Structure No. 6.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to memorialize the Parties' agreement to equally share the cost of the current, future, and emergency repairs and maintenance of Outfall Structure No. 6, subject to the terms and conditions of this Agreement.

2. Projected Costs. Each Party agrees to pay 1/3 of the Current Repair Costs, Future Repair Costs, and Emergency Repair Costs (as defined below).

(a) The "**Current Repair Costs**" include an estimated cost of \$99,131, as itemized in (i) through (vi) below. The Parties agree to each pay 1/3 (\$33,044) of the Current Repair Costs.

(i) Civil Engineering Work, per that service agreement by and between Section 14 MD and Proof Civil Co. ("**Proof Civil**"), dated February 1, 2021, for services for the Flood Channel Improvements estimated to cost approximately \$11,067;

(ii) Materials Testing and Special Inspection Services, per that service agreement entered into by and between Section 14 MD and Ground Engineering Consultant, Inc. ("**Ground Engineering**"), for services for the Flood Channel Improvements estimated to cost approximately \$3,000 (calculated to include a 20% contingency);

(iii) Surveying Costs, per a change order to an existing agreement by and between Section 14 MD and Manhard Consulting, Ltd. ("**Manhard**") for surveying work, to confirm legal description of the Flood Channel Improvements to be used as an exhibit to the Agreement, in the amount of \$1,600;

(iv) Project Management, per that service agreement entered into by and between Section 14 MD and Jordon Perlmutter & Co. ("**Perlmutter**"), for project management services for the Flood Channel Improvements. The District will pay Perlmutter a project management fee of 8.50% (as verified by an independent engineer on March 23, 2021, as a reasonable rate) of the hard and soft costs (soft costs not to include Section 14 MD management or Section 14 MD legal fees) estimated to cost approximately \$6,784;

(v) Construction Costs, per an agreement to be entered into by and between Section 14 MD and the chosen contractor ("**Contractor**") for services for the Flood Channel Improvements in an amount estimated by Proof Civil to be \$62,650 ("**Construction Agreement**") and further calculated to include a 20% construction contingency for an estimated total of approximately \$75,180;

(vi) Fees associated with any permits and governmental review of plans for the Flood Channel Improvements estimated to cost approximately \$1,500;

(b) The “**Future Repair Costs**” include the following:

(i) Section 14 MD will consult with and rely on a consultant with experience in maintenance of similarly situated facilities to derive a cost for maintenance. Project management costs will be included in Future Repair Costs, if such services are required. See Section 4(b) below for discussion regarding the Maintenance Service Budget.

(c) The “**Emergency Repair Costs**” include the following:

(i) The amount of Emergency Repair Costs will be determined on a case-by-case basis. Project management and Section 14 MD management costs will be included in Emergency Repair Costs, if such services are required.

3. Current Repair Costs and Reimbursements.

(a) **Pre-Construction Advances.** Prior to construction, Section 14 MD has incurred, and will continue to incur, soft costs associated with the Flood Channel Improvements, including soft costs comprised of design, engineering, surveying, project management, and fees paid to governmental authorities and agencies listed in Section 2(a) above.

(i) The Parties agree that Proof Civil, Ground Engineering, Manhard, and Perlmutter shall continue to provide services related to the repair of the Flood Channel Improvements under the terms of their respective agreements with Section 14 MD (“**Pre-Construction Advances**”).

(ii) Section 14 MD will circulate copies of invoices from Proof Civil, Ground Engineering, Manhard, and Perlmutter and any fees paid to governmental authorities or agencies (“**Pre-Construction Invoices**”) to Foothills District and Concordia prior to Section 14 MD paying the invoices, as outlined in Section 3(c) below.

(iii) Section 14 MD will make timely payments of the Pre-Construction Invoices.

(b) **Construction Costs.** Pursuant to the Construction Agreement approved by all Parties, Section 14 MD will make payments to the Contractor for the construction costs incurred to complete the Flood Channel Improvements (“**Construction Costs**”). Section 14 MD will distribute copies of the Contractor’s invoices (“**Construction Invoices**”) to the Parties for reimbursement pursuant to Section 3(c) below.

(c) **Reimbursement of Pre-Construction Advances and Construction Costs.** The Parties expressly agree that they will equally share in the costs of the Current

Repair Costs, listed in Section 2(a) and agree to the following reimbursement process (“**Current Repair Reimbursement Process**”):

(i) Section 14 MD will circulate Pre-Construction Invoices and Construction Invoices (collectively referred to as “**Invoices**”) to Foothills District and Concordia for review and comment.

(ii) Invoices will be subject to approval by the representatives of Foothills District and Concordia identified in the notice section, Section 8, below (“**Representatives**”).

(iii) If any Representative disagrees with any item that appears on the Invoices, the Representative shall communicate such disagreement to the Section 14 MD Representative, identified in Section 8, in writing within three (3) business days of the receipt of the Invoices.

(iv) The Representatives will work diligently and in good faith to resolve any disputes regarding the Invoices.

(v) Reimbursement Requests (“**Reimbursement Request**”) will be issued by Section 14 MD to Foothills District and Concordia on a quarterly basis.

(vi) If Section 14 MD receives a notice of disagreement by the Representatives within three (3) business days of receipt of the Invoices, Foothills District and Concordia shall make a payment on the items not in dispute within thirty (30) days of receipt of the Reimbursement Request from Section 14 MD.

(vii) If Section 14 MD does not receive any notice of disagreement by the Representatives within three (3) business days of receipt of the Invoices, Foothills District and Concordia shall each make payment associated with the repair of the Flood Channel Improvements within thirty (30) days of receipt of the Reimbursement Request from Section 14 MD as follows:

(1) Foothills District shall make payment of 1/3 of the Current Repair Costs (the “**Foothills District Share**”) and

(2) Concordia shall make payment of 1/3 of the Current Repair Costs (the “**Concordia Share**”).

(viii) If the Current Repair Costs exceed \$99,131 (“**Additional Costs**”), then the Parties will need to agree to such Additional Costs prior to being required to fund and/or reimburse the Current Repair Costs.

4. Future Repair Costs and Reimbursements.

(a) **Maintenance.** Section 14 MD will consult with and rely on a consultant with experience in maintenance of similarly situated facilities to derive a cost for maintenance (“**Maintenance Costs**”) and a summary of needed maintenance

("Maintenance Services"). Project management costs will be included in Future Repair Costs, if such services are required.

(b) **Allocation of Costs**. The Parties agree that Section 14 MD shall be responsible for the ongoing Maintenance Services and that Foothills District and Concordia shall reimburse 1/3 of such costs. Beyond the 2021 calendar year, Section 14 MD shall prepare and deliver a budget detailing the estimated amount of Maintenance Costs to Foothills District and Concordia by October 1 on an annual basis ("**Maintenance Service Budget**") so that the Parties can incorporate the Maintenance Service Budget into their operating budgets for the following calendar year. Foothills District and Concordia reserve the right to review, amend, and approve each Maintenance Service Budget provided and the right to obtain additional quotes and/or proposals for Maintenance Services.

(c) **Reimbursement of Future Repair Costs**. If Foothills District and Concordia do not object to the Section 14 MD Representative, in writing, within thirty (30) days of receipt of the Maintenance Service Budget, Section 14 MD will pay for the needed Maintenance Services and will submit an invoice ("**Maintenance Invoice**"), as well as before and after photos of the site, to Foothills District and Concordia within thirty (30) days of completing the Maintenance Services. Foothills District and Concordia agree to reimburse Section 14 MD each 1/3 of the Maintenance Costs within thirty (30) days of receipt of the Maintenance Invoice.

5. **Emergency Repair Costs and Reimbursements.**

(a) **Emergency Repair**. An emergency repair consists of any repairs required to be performed, without delay, to address an immediate concern regarding safety and/or health concerns ("**Emergency Repair**"). The costs associated with an Emergency Repair will be determined on a case-by-case basis ("**Emergency Repair Costs**"). Section 14 MD will consult with and rely on a consultant with experience in repair of similarly situated facilities. If an Emergency Repair is needed, Section 14 MD will pay for the Emergency Repair and the Parties agree to equally share the cost of such repair. The District will provide notice of an Emergency Repair to Foothills District and Concordia within 24-48 hours of such repair.

(b) **Reimbursement of Emergency Repair Costs**. Section 14 MD will submit an invoice ("**Emergency Repair Invoice**"), as well as before and after photos of the site, to Foothills District and Concordia within thirty (30) days of completing an Emergency Repair and Foothills District and Concordia agree to reimburse Section 14 MD each a 1/3 of the costs within sixty (60) days of receipt of the Emergency Repair Invoice.

6. **Timing/Bidding.**

(a) **Public Bidding**. Section 14 MD is statutorily required to solicit public bids for the Flood Channel Improvements Construction Contract. Section 14 MD will consult with Foothills District regarding the invitation to bid. The Parties agree that

Perlmutter shall publish the invitation to bid. The Parties understand that additional outfall structures may be repaired concurrently with the repair of the Flood Channel Improvements.

(i) Section 14 MD shall be the owner in the invitation to bid for the Flood Channel Improvements.

(ii) The Parties shall determine and award the contract for the Flood Channel Improvements to the lowest responsible bidder for the Flood Channel Improvements.

(iii) Section 14 MD shall, in its discretion, have the ability to reject any and all bids for the Flood Channel Improvements.

7. Term. This Agreement is effective as of the date first set forth above and shall automatically renew for successive one (1) year periods in perpetuity unless one Party provides written notice of termination of this Agreement upon sixty (60) days written notice to the other Parties, at which time Section 14 MD shall cease oversight of the Flood Channel Improvements, Maintenance Services, and Emergency Repair and either Foothills District or Concordia shall take over oversight, beginning the next fiscal year.

8. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Section 14 MD:	Section 14 Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Email: afinn@sdmsi.com Attn: Ann Finn
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203-1254 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To Foothills District:	Foothills Park & Recreation District 6612 S. Ward Street Littleton, CO 80127 Phone: (303) 409-2100 Email: terryg@fhprd.org Attn: Terry Green

With a Copy To:

Paul C. Rufien, P.C.
3900 East Mexico Avenue, Suite 300
Denver, CO 80210
Phone: (720) 506-9230
Email: paul@rufienlaw.com
Attn: Paul C. Rufien, Esq.

To Concordia:

Concordia on the Lake LLLP
c/o Robinson Bailey PC
7100 East Belleview Avenue, Suite 101
Greenwood Village, CO 80111
Phone: (303) 442-6036
Email: julia@robinsonbailey.com and
jennifer@robinsonbailey.com
Attn: Julia Robinson, Esq. and Jennifer R. Bailey, Esq.

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed facsimile or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

9. Parties 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 any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all 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.

10. Default/Remedies. Upon any default by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, including specific performance and/or monetary damages. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

Section 14 MD agrees to contract for the Current Repair Costs, Future Repair Costs, and Emergency Repair Costs for the Flood Channel Improvements based on Foothills District and Concordia agreeing to reimburse Section 14 MD for 1/3 of the Current Repair Costs, Future Repair Costs, and Emergency Repair Costs. Should a Party not comply with such reimbursement, Section 14 MD after giving a thirty (30) day notice to each Party, shall cease oversight of the Flood Channel Improvements, Maintenance Services, and Emergency Repair

and either Foothills District or Concordia shall take over oversight, beginning the next fiscal year.

11. Governing Law. This Agreement shall be governed and construed under the laws of the State of Colorado and any enforcement of the Agreement by the Parties shall be instituted in the Jefferson County District Court.

12. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. Integration. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Amendment. This Agreement may be amended from time to time by agreement between the Parties, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Association unless the same is in writing and duly executed by the Parties.

18. Easement. Foothills District hereby grants Section 14 MD a perpetual non-exclusive easement on, over, across, and through portions of the property owned by Foothills District, identified on Exhibit A, for construction, installation, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Flood Channel Improvements ("**Easement**"). This Easement shall continue in full force and effect and shall survive termination of this Agreement for any reason.

19. Recordation. The Agreement shall be recorded in the real property records of the County of Jefferson, State of Colorado.

20. Assignment and Delegation. The Parties may not assign their rights or delegate their duties hereunder, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation without such consent shall be void.

[SIGNATURE PAGE TO COST SHARING AND REIMBURSEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SECTION 14 METROPOLITAN DISTRICT

By: 
President

Attest:

Secretary

FOOTHILLS PARK & RECREATION DISTRICT

By: _____
Executive Director

Attest:

Secretary

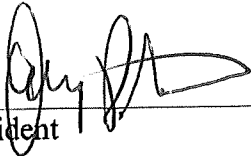
CONCORDIA ON THE LAKE LLLP

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COST SHARING AND REIMBURSEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

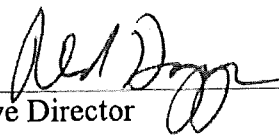
SECTION 14 METROPOLITAN DISTRICT

By:  _____
President


Attest:

Secretary

FOOTHILLS PARK & RECREATION DISTRICT

By:  _____
Executive Director

Attest:



Secretary

CONCORDIA ON THE LAKE LLLP

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 7, BLOCK 3, SOUTHWEST HEALTHPARK FILING NO. 2, RECORDED AT RECEPTION NO. 90101035 IN SAID RECORDS, ALSO BEING THE EAST CORNER OF LOT 1, SOUTHWEST HEALTHPARK FILING NO. 2 AMENDMENT NO. 2, RECORDED AT RECEPTION NO. F0877726 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 52°55'11" EAST, A DISTANCE OF 2131.18 FEET;

THENCE NORTH 75°02'07" WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 25.00 FEET;

THENCE DEPARTING SAID NORTH BOUNDARY, NORTH 14°57'53" EAST, A DISTANCE OF 86.68 FEET;

THENCE SOUTH 75°02'07" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 14°57'53" WEST, A DISTANCE OF 86.68 FEET TO AN EXTERIOR ANGLE POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 7;

THENCE NORTH 75°02'07" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 7, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,334 SQUARE FEET OR 0.0995 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

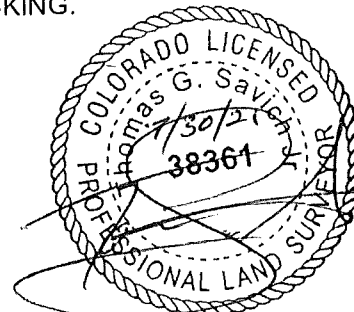
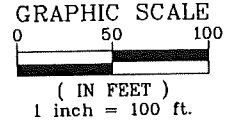


EXHIBIT "A"



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX

S89°27'46"W 2645.70'
NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 23
(BASIS OF BEARINGS)

WEST BOWLES AVENUE
(R.O.W. VARIES)

NW1/4, SEC. 23,
T.5S., R.69W.,
6TH P.M.

JOHNSON
RESERVOIR

COMMISSIONER'S DEED
(PARCEL 1)
RECEPTION NO. 2018107637

EASEMENT PARCEL
4,334 S.F. (0.0995 AC.)±

LINE TABLE		
LINE	BEARING	LENGTH
L1	N75°02'07"W	25.00'
L2	N14°57'53"E	86.68'
L3	S75°02'07"E	50.00'
L4	S14°57'53"W	86.68'
L5	N75°02'07"W	25.00'

SOUTHWEST HEALTHPARK
FILING NO. 2 AMENDMENT NO. 2
RECEPTION NO. F0877726

LOT 1

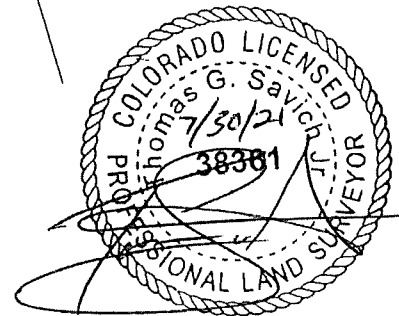
50' DRAINAGE EASEMENT
100 YR FLOOD PLAIN
PLAT BK. 82, PG 46, 47
& RECEPTION NO. 88109563

POINT OF
BEGINNING
THE MOST NORTHERLY
CORNER OF LOT 7

LOT 7,
BLOCK 3

SOUTH BALSAM WAY
(R.O.W. VARIES)

SOUTHWEST HEALTHPARK
FILING NO. 2
RECEPTION NO. 90101035



FOR AND ON BEHALF OF
MANHARD CONSULTING

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



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - OUTFALL #6

NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,

COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
DRAWN BY: JLM
DATE: 07/30/2021
SCALE: 1" = 100'

SHEET
2 OF 2
S14JCC01.02

7/30/2021 8:27 AM Dwg Name: P:\S14\JCC01\Drawings\Exhibits_Surv\S14_JCC01.02 - Outfall.dwg Updated By: Mills

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

NON-EXCLUSIVE ASSIGNMENT OF COMMISSIONERS EASEMENT DEED

THIS NON-EXCLUSIVE ASSIGNMENT OF COMMISSIONERS EASEMENT DEED (this “**Assignment**”) is made and entered into on the 9th day of September, 2021 (the “**Effective Date**”), by and between **CHANSON LLP**, a Colorado limited liability partnership, whose address is 1601 Blake Street, Suite 600 Denver, CO 80248-0070 (“**Chanson LLP**” or “**Assignor**”) and **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 (“**Section 14 MD**” or “**Assignee**”) each individually, a “**Party**” and collectively, the “**Parties.**”

RECITALS

A. Foothills Park & Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado, is successor in interest to the County of Jefferson, State of Colorado, a body politic and corporate (“**Grantor**”).

B. Chanson LLP is successor in interest to Section 14 Development Co., a Colorado partnership (“**Grantee**”)

C. Grantor and Grantee entered into that certain Commissioners Easement Deed, recorded on November 14, 1986 at Reception No. 86140820 with the Jefferson County Clerk and Recorder’s Office (the “**Easement Agreement**”), attached as **Exhibit A**.

D. Assignor desires to assign the rights, title, interests, and obligations of the Easement Agreement to Assignee.

E. Assignee desires to assume the rights, title, interests, and obligations of the Easement Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

COVENANTS AND AGREEMENTS

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Easement Agreement.

2. Assignment; Assumption. As of the Effective Date, Assignor hereby sells, conveys, transfers, assigns unto Assignee, to the extent permitted by law, on a non-exclusive basis, Assignor’s right, title and interest in, to and under the Easement Agreement without representation or warranty. As of the Effective Date, Assignee hereby accepts such right, title and interest and assumes, and agrees to be bound by, all of the terms, covenants and agreements

of the Easement Agreement and perform, from and after the Effective Date, all of the duties and obligations of Assignor as “**Grantee**” under the Easement Agreement. Notwithstanding the foregoing, Assignor reserves and retains the right to continue use of the Easements for conveyance of stormwater associated with its property.

3. Execution. This Assignment may be executed in counterparts as originals or by electronic copies of executed originals.

4. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded hereby.

5. Authority. Each party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Assignment, and that the parties signing on its behalf have all the necessary authority to execute and deliver this Assignment.

6. Successor and Assigns. This Assignment and all rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the heirs, successors and assigns of each such party.

7. Miscellaneous. This Assignment shall be governed by and construed under the applicable laws of the State of Colorado. This Assignment may be executed in counterparts.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

COMMISSIONERS EASEMENT DEED

CED 62-5-86

900

KNOW ALL MEN BY THESE PRESENTS, that the County of Jefferson, State of Colorado, a body politic and corporate (the "County") for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quit claim unto the Section 14 Development Co., a Colorado general partnership, whose address is 1601 Blake Street, Suite 600, Denver, Colorado 80202, its successors and assigns ("Grantee") a permanent non-exclusive easement to enter upon, construct, reconstruct, operate, use, maintain, repair, replace and/or remove a storm drainage discharge pipe and appurtenances thereto (the "storm drain") together with reasonable rights of access thereto, said easement being described as set forth on Exhibit A attached hereto and made a part hereof. 1-3

TO HAVE AND TO HOLD said Easement unto the Grantee, its successors and assigns forever; provided, however, that this conveyance is made by the County to and accepted by the Grantee upon the following express conditions:

1. The County, its successors or assigns, shall have the right to use and occupy the lands described by the Easement herein granted, including the right to construct, maintain, repair, operate or rebuild a path, walkway or roadway over, across and upon said Easement and the right to convey other non-exclusive easements, which easements shall be subject to the servitude of this Easement.

2. If the County constructs a path, walkway or road upon the land upon which this Easement is located, it shall be the responsibility of the Grantee, its successors and assigns, to cause to be placed at Grantee's sole expense, a covered manhole or such other device, at such grade or in such manner as may be required by the County, if reasonably necessary to provide access to the storm drain, so as not to interfere with the construction, maintenance or use of said County path, walkway or road.

3. The Easement established hereunder shall not constitute a construction authorization. The right to construct the storm drain or any other use of this Easement shall be subject to all applicable rules and regulations including, without limitation, the issuance of any necessary construction permits or authorizations. Construction shall be undertaken only in compliance with any required permit or authorization.

4. Grantee shall provide reasonable advance notice of any maintenance, replacement or repair of the storm drain requiring excavation. The Grantee, its successors and assigns, shall maintain the storm drain in good order and condition; such maintenance shall include, but shall not be limited to, maintenance of the oil containment devices to be constructed by Grantee, whether or not such devices are located within the easement established hereby.

5. After construction, relocation, or maintenance of the storm drain, the surface of the land shall be restored by Grantee, at its own expense to the condition in which it existed immediately prior to such construction or maintenance. Existing fencing destroyed or disturbed by Grantee shall be replaced or restored by Grantee to its original condition. If the Grantee shall abandon the Easement herein granted, or abandon the use of the storm drain, or fails to complete construction of the storm drains in a timely manner as determined by the County, all rights, privileges and interests herein granted shall cease and terminate. Use of the storm drains by Grantee shall be in compliance with all applicable laws, ordinances, rules or regulations.

TRI-CONSULTANTS, INC.
7500 W. MISSISSIPPI AVE.
DENVER, COLORADO 80226

3

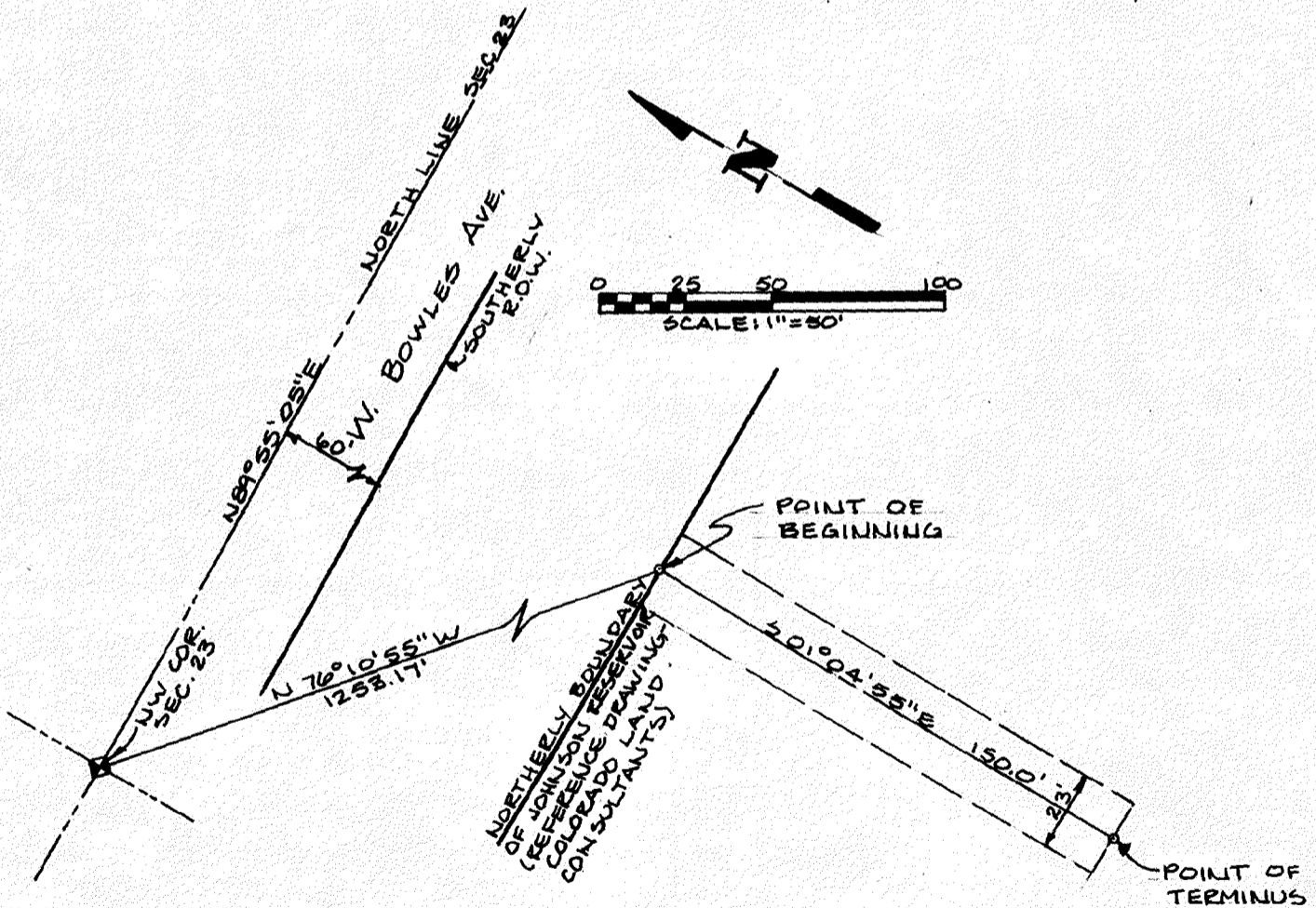
OFFSITE STORM DRAINAGE EASEMENT
SOUTH OF W. BOWLES AVENUE

A parcel of land being part of the northwest quarter of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, being described as follows:

A storm drainage easement being twenty-three (23) feet in width, being eleven and one half (11-1/2) feet on each side of the following described centerline, the right-of-way lines of said easement extending ahead and back as necessary to intersect with the beginning and terminating lines indicated:

Beginning at a point on the northerly boundary of Johnson Reservoir from which the northwest corner of Section 23 bears N 76°10'55" W, a distance of 1253.17 feet, (bearings based on the north line of said Section 23 being N 89°55'05" E); thence S 01°04'55" E, a distance of 150.0 feet to the Point of Terminus.

Containing 3,450 square feet or 0.079 acres, more or less.



RECEPTION NO. 86140820

Exhibit "A"

1556 SEC. 14
5/8/86 SL

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into on the 9th day of September, 2021 (the “**Effective Date**”), by and between **CHANSON LLP**, a Colorado limited liability partnership, whose address is 1601 Blake Street, Suite 600 Denver, CO 80248-0070 (“**Chanson LLP**” or “**Grantor**”) and **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 (“**Section 14 MD**” or “**Grantee**”) each individually, a “**Party**” and collectively, the “**Parties.**”

RECITALS

- A. Grantor is the owner of certain tracts of real property located within Jefferson County, Colorado (the “**Grantor Property**”).
- B. Grantee is authorized, pursuant to its Service Plan, to construct, install, maintain, and operate certain public improvements within and without its boundaries.
- C. Grantor Property contains stormwater treatment devices (“**Vortechs**”).
- D. Grantee intends to maintain the Vortechs, together with all necessary, incidental and appurtenant facilities and equipment (collectively, the “**Improvements**”) on the Grantor Property (the “**Premises**”).
- E. Grantee desires perpetual non-exclusive easements in, to, through, over, under, and across the Premises for the operation, use, maintenance, repair, and/or replacement of the Improvements, together with necessary rights of ingress and egress to and from the Premises for such purposes (“**Easements**”), said Easements being described as set forth on **Exhibits A-D** attached hereto and made a part hereof.
- F. Grantor desires to grant to Grantee the Easements for such uses, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, all of which are fully incorporated and made an integral part of this Agreement, the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant. Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and assigns, permanent non-exclusive Easements, in, over and under the property located in Jefferson County, Colorado as described in the attached **Exhibits A-D.**

2. Access. Grantee, its agents, contractors, successors and assigns, shall have all rights of perpetual ingress and egress in, to, through, over, under, and across, and to the use of, the Premises for any purpose necessary, and at any and all times necessary or convenient, for the rights granted to Grantee in this Agreement.

3. Maintenance, Repair and Replacement. Grantee, its employees, contractors, and agents accept the responsibility for the operation, use, maintenance, repair, and/or replacement of the Improvements.

4. Term of the Easement. These Easements run with the land and shall continue in full force and effect unless sooner terminated by separate agreement by the Parties.

5. Nature of Grant. Grantee has the nonexclusive right to access the Premises, provided that such right shall be subject to all easements, licenses, and similar rights, interests, and matters of record as of the date hereof.

6. Title. Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the Easements in the manner and form as set forth in this Agreement. Grantor, for itself, its heirs, personal representatives, successors and assigns, does covenant and agree that it shall warrant and forever defend Grantee in its quiet and peaceful possession of the Premises against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under Grantor, subject to all matters of record as of the date hereof.

7. Indemnification/Insurance. To the extent permitted by law, Grantee shall indemnify Grantor from any and all liability, costs or expenses incurred as a result of Grantee's use of the Premises under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the Easements in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

8. Inurement; Runs With Land. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties and their respective legal representatives, heirs, administrators, successors and assigns. The rights and responsibilities set forth in this Agreement are intended to and shall be covenants on the Premises and are to run with the land.

9. Attorneys' Fees. In the event either Party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing Party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

10. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Grantor: Chanson LLP
P.O. Box 480070
Denver, CO 80248-0070
Phone: (303) 595-9919
Email: jsperlmutter@jp-co.com
Attn: Jay Perlmutter

With a Copy To: Foster, Graham, Milstein & Calisher, LLP
360 South Garfield Street, Suite 600
Denver, CO 80209
Phone: (303) 333-9810
Email: ddansky@fostergraham.com
Attn: David Dansky

To Grantee: Section 14 Metropolitan District
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

11. Section Headings. The section headings contained herein are included for reference purposes only.

12. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

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

14. Entire Agreement. This Agreement, together with all exhibits, contains the entire agreement of the Parties with respect to the subject matter hereof and no prior oral or written agreements shall have any force or effect or be binding upon the Parties. Subsequent amendments to this Agreement shall be in writing and shall be executed by the Party to be charged thereby.

15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. If allowed by law, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. Recordation. This Agreement shall be recorded in the real property records of Larimer County, State of Colorado.

17. Disclaimer of Joint Venture. Nothing in this Agreement shall be construed or deemed to create a partnership, joint venture or agency relationship between the Parties.

18. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. No presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.


19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 2 OF 2 TO EASEMENT AGREEMENT]

GRANTEE:

SECTION 14 METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

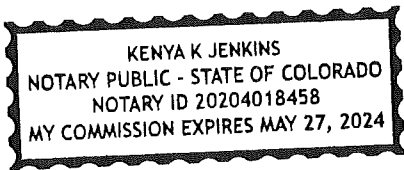
By: 
Name: Jay Perlmutter
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of September 2021, by Jay Perlmutter, as President of SECTION 14 METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: May 27, 2024




Notary Public

EXHIBIT A

EXHIBIT "A"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1 AND LOT 2, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

BEGINNING AT THE EAST COMMON CORNER OF SAID LOT 1 AND LOT 2, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 68°23'02" EAST, A DISTANCE OF 2267.42 FEET;

THENCE SOUTH 00°14'28" EAST, ALONG THE EAST BOUNDARY OF SAID LOT 1, A DISTANCE OF 26.05 FEET;

THENCE DEPARTING SAID EAST BOUNDARY, SOUTH 89°19'26" WEST, A DISTANCE OF 17.65 FEET;

THENCE NORTH 00°40'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°19'26" EAST, A DISTANCE OF 18.03 FEET TO THE EAST BOUNDARY OF SAID LOT 2;

THENCE SOUTH 00°14'28" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 23.96 FEET TO THE **POINT OF BEGINNING**;

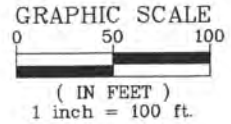
CONTAINING A CALCULATED AREA OF 892 SQUARE FEET OR 0.0205 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

EXHIBIT "A"

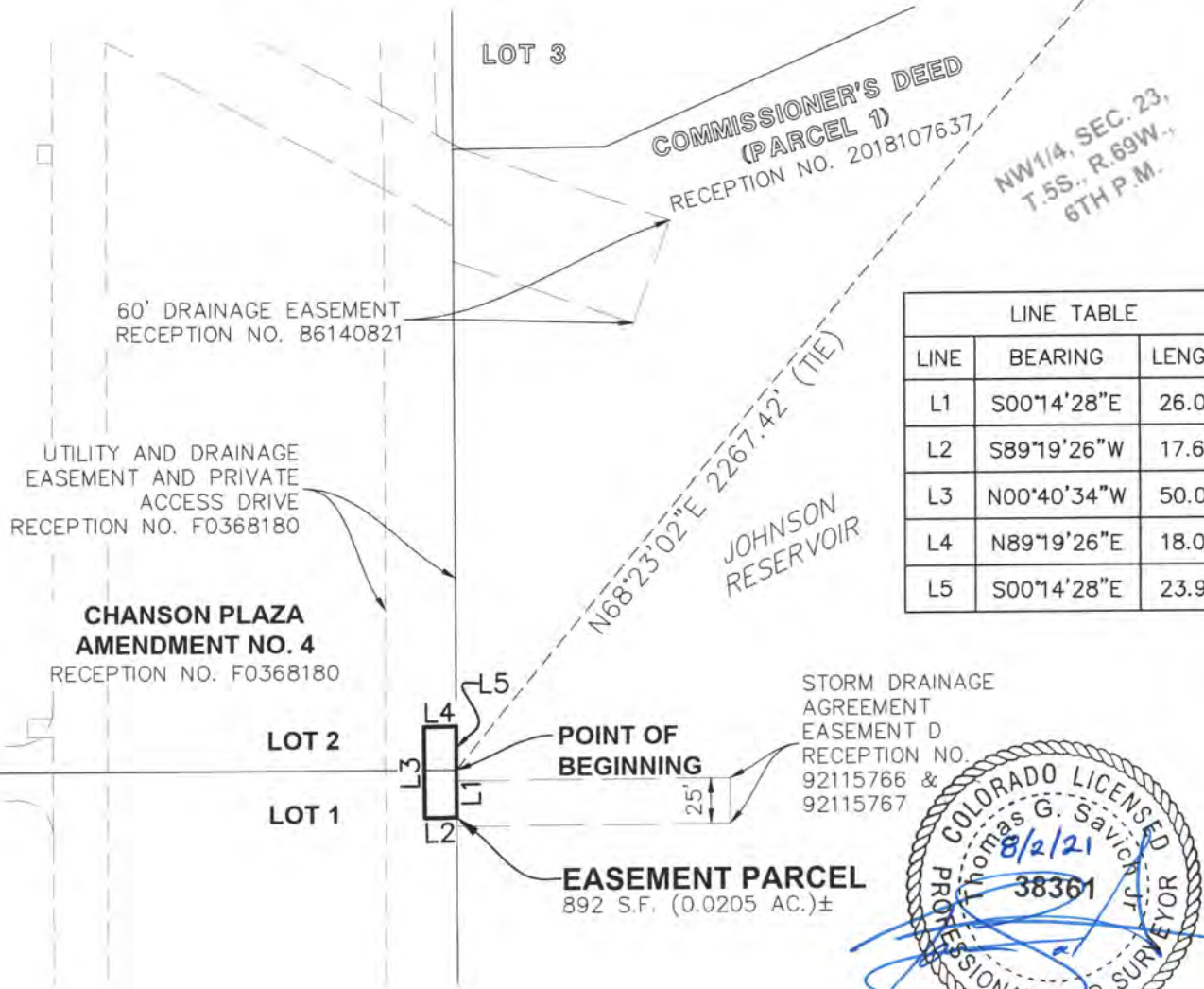


NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX



WEST BOWLES AVENUE
(R.O.W. VARIES)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°14'28\"E	26.05'
L2	S89°19'26\"W	17.65'
L3	N00°40'34\"W	50.00'
L4	N89°19'26\"E	18.03'
L5	S00°14'28\"E	23.96'



FOR AND ON BEHALF OF
MANHARD CONSULTING

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

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - VORTECHS #1	
NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,	
COUNTY OF JEFFERSON, STATE OF COLORADO	
PROJ. MGR.: TGS	SHEET
DRAWN BY: JLM	2 OF 2
DATE: 08/02/2021	S14JCC01.01
SCALE: 1" = 100'	

Dwg. Name: P:\514\jcc01\dwg\Surv\Final Drawings\Exhibits_Surv\514_jcc001.01.dwg Updated By: JMLs 8/2/2021 8:17 AM

EXHIBIT "B"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 3, OF SAID CHANSON PLAZA AMENDMENT NO. 4, ON THE EASTERLY BOUNDARY OF SAID LOT 2, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 76°49'55" EAST, A DISTANCE OF 2166.36 FEET, THENCE SOUTH 00°14'28" EAST, ALONG THE EAST BOUNDARY OF SAID LOT 2, A DISTANCE OF 74.05 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 00°14'28" EAST, A DISTANCE OF 45.13 FEET;

THENCE DEPARTING SAID EAST BOUNDARY, SOUTH 41°25'19" WEST, A DISTANCE OF 14.77 FEET;

THENCE NORTH 48°34'41" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 41°25'19" EAST, A DISTANCE OF 48.49 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 949 SQUARE FEET OR 0.0218 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

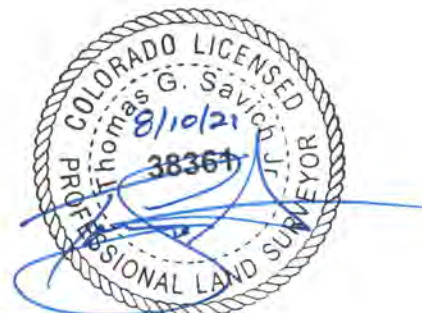
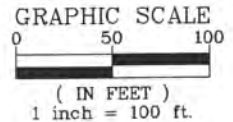


EXHIBIT "B"



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX



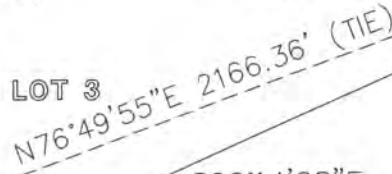
POINT OF COMMENCEMENT
MOST SOUTHERLY SOUTHWEST
CORNER OF LOT 3

POINT OF BEGINNING

LOT 2

**CHANSON PLAZA
AMENDMENT NO. 4**
RECEPTION NO. F0368180

UTILITY AND DRAINAGE
EASEMENT AND PRIVATE
ACCESS DRIVE
RECEPTION NO. F0368180



S00°14'28"E
74.05' (TIE)

60' DRAINAGE EASEMENT
RECEPTION NO. 86140821

EASEMENT PARCEL
949 S.F. (0.0218 AC.)±

**COMMISSIONER'S DEED
(PARCEL 1)**
RECEPTION NO. 2018107637

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°14'28"E	45.13'
L2	S41°25'19"W	14.77'
L3	N48°34'41"W	30.00'
L4	N41°25'19"E	48.49'

STORM DRAINAGE
AGREEMENT
EASEMENT D
RECEPTION NO.
92115766 &
92115767

JOHNSON
RESERVOIR



FOR AND ON BEHALF OF
MANHARD CONSULTING

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



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Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - VORTECHS #2

NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,

COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
DRAWN BY: JLM
DATE: 08/10/2021
SCALE: 1" = 100'

SHEET
2 OF **2**
S14JCC01.01

Dwg Name: \\mancl-dmv-nqa\Projects-DMV\S14\JCC01\Drawings\Exhibits_Surv\S14\JCC01.01 - Vortechs 2.dwg Updated By: JFeider 8/10/2021 1:29 PM

EXHIBIT "C"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 3, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTH COMMON CORNER OF SAID LOT 3 AND LOT 4, OF SAID CHANSON PLAZA AMENDMENT NO. 4, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 79°00'48" EAST, A DISTANCE OF 1660.67 FEET, THENCE SOUTH 65°58'54" WEST, ALONG THE SOUTHEAST BOUNDARY OF SAID LOT 3, A DISTANCE OF 310.52 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHEAST BOUNDARY, SOUTH 65°58'54" WEST, A DISTANCE OF 30.05 FEET;

THENCE DEPARTING SAID SOUTHEAST BOUNDARY, NORTH 27°12'00" WEST, A DISTANCE OF 25.30 FEET;

THENCE NORTH 62°48'00" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 27°12'00" EAST, A DISTANCE OF 26.97 FEET TO THE **POINT OF BEGINNING**;

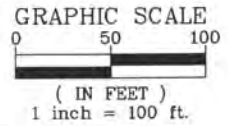
CONTAINING A CALCULATED AREA OF 784 SQUARE FEET OR 0.0180 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



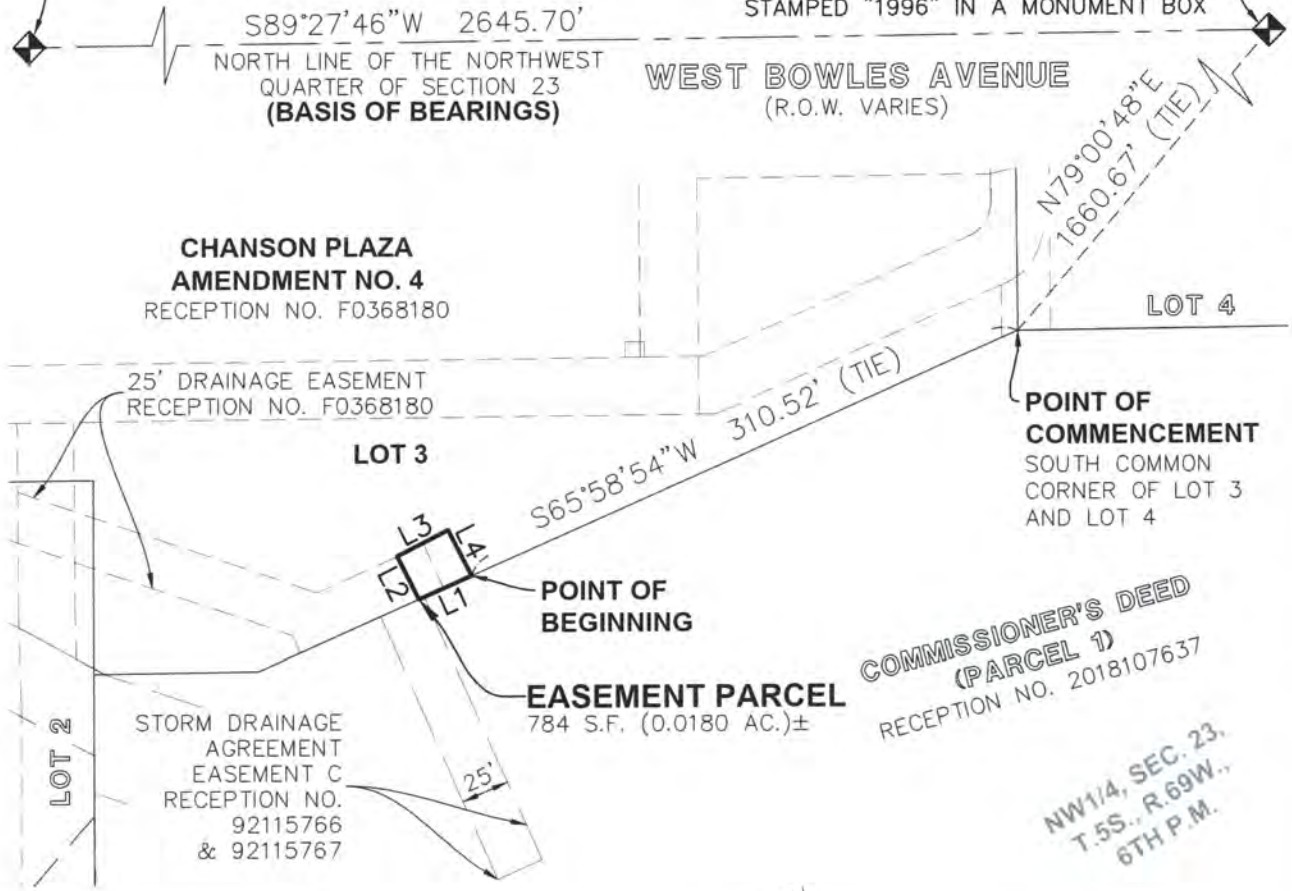
THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

EXHIBIT "C"



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

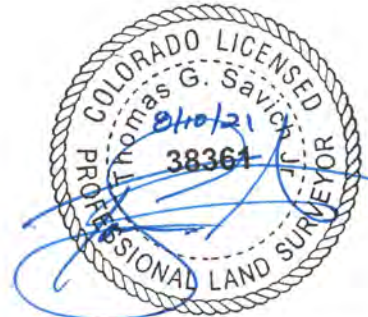
NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX



COMMISSIONER'S DEED
(PARCEL 1)
RECEPTION NO. 2018107637

NW1/4, SEC. 23,
T.5S., R.69W.,
6TH P.M.

JOHNSON
RESERVOIR



FOR AND ON BEHALF OF
MANHARD CONSULTING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°58'54"W	30.05'
L2	N27°12'00"W	25.30'
L3	N62°48'00"E	30.00'
L4	S27°12'00"E	26.97'

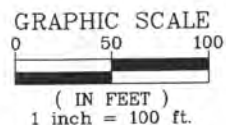
NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED PARCEL DESCRIPTION.

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Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - VORTECHS #3	
NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,	
COUNTY OF JEFFERSON, STATE OF COLORADO	
PROJ. MGR.: TGS	SHEET
DRAWN BY: JLM	2 OF 2
DATE: 08/10/2021	S14JCC01.01
SCALE: 1" = 100'	

8/10/2021 1:25 PM Dwg Name: \\man-drv-nas\Projects-DNV\S14\icc01\dwg\Surv\Final Drawings\Exhibits_Surv\S14-JCC001.01 - Vortechs_3.dwg Updated By: JFeider

EXHIBIT "D"



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX

S89°27'46"W 2645.70'
NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 23
(BASIS OF BEARINGS)

NW1/4, SEC. 23,
T.5S., R.69W.,
6TH P.M.

WEST BOWLES AVENUE
(R.O.W. VARIES)

CHANSON PLAZA
AMENDMENT NO. 4
RECEPTION NO. F0368180

LOT 5

UTILITY EASEMENT
RECEPTION NO.
F0368180

EASEMENT PARCEL
1,674 S.F. (0.0384 AC.)±

POINT OF
BEGINNING

POINT OF
COMMENCEMENT
SE CORNER OF LOT 5

COMMISSIONER'S DEED
(PARCEL 1)
RECEPTION NO. 2018107637

JOHNSON
RESERVOIR

STORM DRAINAGE AGREEMENT
EASEMENT A
RECEPTION NO. 92115766
& 92115767

N70°14'46"E 913.44' (TIE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°25'21"W	68.00'
L2	N00°02'19"E	24.61'
L3	N89°25'21"E	68.00'
L4	S00°02'19"W	24.61'



FOR AND ON BEHALF OF
MANHARD CONSULTING

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
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SECTION 14 METROPOLITAN DISTRICT - VORTECHS #4

NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,

COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
DRAWN BY: JLM
DATE: 08/10/2021
SCALE: 1" = 100'

SHEET
2 OF **2**
S14JCCO01.01

EXHIBIT "D"

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 70°14'46" EAST, A DISTANCE OF 913.44 FEET, THENCE SOUTH 89°25'21" WEST, ALONG THE SOUTH BOUNDARY OF SAID LOT 5, A DISTANCE OF 109.70 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY, SOUTH 89°25'21" WEST, A DISTANCE OF 68.00 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°02'19" EAST, A DISTANCE OF 24.61 FEET;

THENCE NORTH 89°25'21" EAST, A DISTANCE OF 68.00 FEET;

THENCE SOUTH 00°02'19" WEST, A DISTANCE OF 24.61 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 1,674 SQUARE FEET OR 0.0384 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

After recording return to:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn McGeady

SECOND AMENDMENT AND NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS UNDER THE STORM DRAINAGE AGREEMENT

THIS SECOND AMENDMENT AND NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS UNDER THE STORM DRAINAGE AGREEMENT (this “**Agreement**”) is made and entered into on the 9th of September, 2021 (the “**Effective Date**”), by and between **CHANSON LLP**, a Colorado limited liability partnership, whose address is 1601 Blake Street, Suite 600 Denver, CO 80248-0070, a successor in interest to the Section 14 Development Company (“**Chanson LLP**” or “**Assignor**”), **FOOTHILLS PARK & RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6612 S Ward Street, Littleton, CO 80127, a successor in interest to the County of Jefferson (“**Foothills District**”) and **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898 (“**Section 14 MD**” or “**Assignee**”).

RECITALS

A. The County of Jefferson, State of Colorado, a body politic and corporate (“**Jefferson County**”), Grant Reservoir Company, a Colorado corporation, Grant Properties I, LTD., a Colorado limited partnership, Swedish Medical Center, a nonprofit corporation and Section 14 Development Company, a Colorado partnership (Grant Reservoir Company, Grant Properties I, LTD., Swedish Medical Center and Section 14 Development Company are collectively referred to as the “**Developers**”) entered into that certain Storm Drainage Agreement, recorded in counterparts on September 17, 1992 at Reception Nos. 92115766 and 92115767 with the Jefferson County Clerk and Recorder’s Office (the “**Storm Drainage Agreement**”), the first referenced recorded document is attached as **Exhibit A**.

B. The Storm Drainage Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

- i. The interest of Grant Reservoir Company was terminated by its sale of Johnston Reservoir (also referred to as “**Johnson Reservoir**”) to Jefferson County and its prior obligations were transferred to Jefferson County as a result of such sale.
- ii. In 2018 Jefferson County sold the Johnson Reservoir to Foothills District, resulting in Foothills District as successor in interest to Jefferson County.
- iii. Concordia on the Lake LLLP, a Colorado limited liability limited partnership, Perlgrant LLC, a Colorado limited liability company and Grant Properties I, LLLP, a Colorado limited liability limited partnership, are successors in interest to Grant Properties I, Ltd.

- iv. HCA-Healthone LLC, a Colorado limited liability company, is the successor in interest to Swedish Medical Center.
- v. Chanson LLP, a Colorado partnership, is successor in interest to Section 14 Development Company.

C. The Storm Drainage Agreement provides for six storm drainage easements to deliver storm drainage into Johnson Reservoir. The Johnson Reservoir is now owned by Foothills District. These easements were established for the benefit of the Developers and require the “Developers to maintain, at Developers’ sole cost and expense, the storm drainage facilities and shall keep the storm drainage facilities in good working order.”

D. The Storm Drainage Agreement was amended by that Amendment to Storm Drainage Agreement, recorded on April 3, 2007 at Reception No. 2007036851 with the Jefferson County Clerk and Recorder’s Office (the “**First Amendment**”) attached as **Exhibit B**.

E. The First Amendment pertained only to the easement identified as Easement E in Exhibit B of the Storm Drainage Agreement (“**Easement E**”). Easement E is not the subject of this Agreement.

F. Chanson LLP and Foothills District desire to amend the Storm Drainage Agreement to substitute the legal descriptions of four of the six storm drainage easements, identified as Easements A, B, C and D in Exhibit B of the Storm Drainage Agreement, (“**Easements**”) to accurately reflect the locations of the storm drainage facilities. The substituted legal descriptions for the Easements are hereby attached as **Exhibit C**.

G. In addition, Chanson LLP desires to assign the rights, title, interests and obligations of the Easements, which are directly adjacent to, and directly benefit the land (“**Chanson Plaza**”) owned by the Assignor to Section 14 MD as Assignee. Chanson Plaza is located within Section 14 MD. As a result, this Assignment does not affect the rights of the successors to Grant Properties I, LTD. or Swedish Medical Center.

H. Assignee desires to assume the rights, title, interests, and obligations of the Easements.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Storm Drainage Agreement.

2. **Assignment; Assumption**. As of the Effective Date, Assignor hereby sells, conveys, transfers, assigns unto Assignee, to the extent permitted by law, on a non-exclusive basis, Assignor’s rights, title and interest in, to and under the Easements without representation or warranty. As of the Effective Date, Assignee hereby accepts such right, title and interest and assumes, and agrees to be bound by, all of the terms, covenants and agreements of the Storm Drainage Agreement as it specifically pertains to the Easements and will perform, from and after

the Effective Date, all of the duties and obligations of Assignor under the Storm Drainage Agreement as it specifically pertains to the Easements. Notwithstanding the foregoing, Assignor reserves and retains the right to continue use of the Easements for conveyance of stormwater associated with its property.

3. Execution. This Agreement may be executed in counterparts as originals or by electronic copies of executed originals.

4. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded hereby.

5. Authority. Each party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Agreement, and that the parties signing on its behalf have all the necessary authority to execute and deliver this Agreement.

6. Successor and Assigns. This Agreement and all rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the heirs, successors and assigns of each such party.

7. Recordation. This Agreement shall be recorded in the real property records of the County of Jefferson, State of Colorado.

8. Miscellaneous. This Agreement shall be governed by and construed under the applicable laws of the State of Colorado.

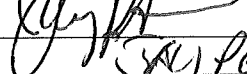
[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 of 3 OF SECOND AMENDMENT AND ASSIGNMENT OF EASEMENTS UNDER THE STORM DRAINAGE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Second Amendment and Assignment of Easements under the Storm Drainage Agreement as of the date first set forth above.

ASSIGNOR:

CHANSON LLP, a Colorado limited liability partnership

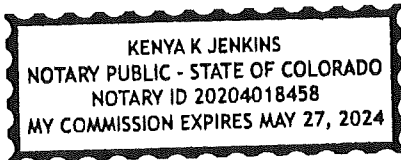
By: 
 Name: Jay Peelmutter
 Title: Manager


STATE OF COLORADO)
) ss.
 COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of September 2021, by Jay Peelmutter, as Manager of CHANSON LLP, a Colorado limited liability partnership.

Witness my hand and official seal.


My commission expires: May 27, 2024




 Notary Public

**[SIGNATURE PAGE 2 OF 3 OF SECOND AMENDMENT AND ASSIGNMENT OF
EASEMENTS UNDER THE STORM DRAINAGE AGREEMENT]**

**FOOTHILLS PARK & RECREATION
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: 
Name:
Title: Ronald Hopp, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by Ronald Hopp, as Executive Director of FOOTHILLS PARK & RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

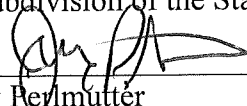
My commission expires: 1-31-2025

<p align="center">RICHELLE RILEY Notary Public State of Colorado Notary ID # 20054004174 My Commission Expires 01-31-2025</p>
--


Notary Public

**[SIGNATURE PAGE 3 of 3 OF THE SECOND AMENDMENT AND
ASSIGNMENT OF EASEMENTS UNDER THE STORM DRAINAGE AGREEMENT]**

**SECTION 14 METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: 
Name: Jay Perlmutter
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of September,
2021, by Jay Perlmutter, as President of SECTION 14 METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: May 27, 2024



Notary Public

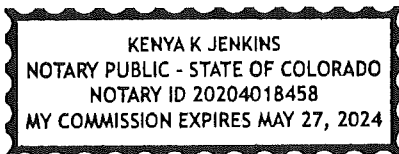


EXHIBIT A

RECEPTION NO. 92115766
9/17/92 9:55 0.00
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

STORM DRAINAGE AGREEMENT

THIS AGREEMENT is made by and between JEFFERSON COUNTY, a body politic and corporate, acting by and through its Board of County Commissioners ("Jefferson County"), and GRANT RESERVOIR COMPANY, a Colorado corporation ("GRC"), GRANT PROPERTIES I, LTD., a Colorado limited partnership ("GPI"), and SWEDISH MEDICAL CENTER ("Swedish"), and SECTION 14 DEVELOPMENT COMPANY, a Colorado partnership ("Section 14") (GRC, GPI, Swedish and Section 14 are collectively referred to as "the Developers").

Wofee

1-21

W I T N E S S E T H:

WHEREAS, GRC has contracted to sell the Johnston Reservoir water right to Jefferson County and is desirous of formalizing certain informal agreements with GPI, Swedish and Section 14 with respect to the detention of storm water from properties of GPI, Swedish and Section 14 located in the NW1/4 of Section 23, Township 5 South, Range 69 West of the 6th P.M. in Jefferson County, Colorado, and generally lying north and west of Johnston Reservoir in such NW1/4 and more particularly described on Exhibit A attached hereto; and

WHEREAS, GRC has previously entered into an agreement with GPI with respect to detention of storm drainage from Southwest Plaza, pursuant to a Declaration of Covenants entered into the 16th day of February, 1981, and recorded June 18, 1981, at Reception No. 81043521 of the Jefferson County records, and an Amendment to Declaration of Covenants dated December 1, 1982, and recorded at Reception No. 85000280; and

WHEREAS, GPI and GRC have entered into a Third Amendment To Lease, dated November, 1981, and recorded as Reception No. 86154106, which pertains to the delivery of stormwater to Johnston Reservoir, also referred to as Johnson Reservoir, and contains various rights of indemnification which have been assigned to Jefferson County; and

WHEREAS, Jefferson County has entered into Commissioners Easement Deeds, dated November 12, 1986, and recorded as Reception Nos. 86140819, 86140820, 86140821, for the benefit of Section 14; and

WHEREAS, Jefferson County as purchaser of Johnston Reservoir accepts the existing storm drainage agreements and furthermore, agree to accept such additional storm drainage as may generated in the future by development of the properties now owned by GPI, Swedish and Section 14 and described on Exhibit A attached hereto subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the purchase and sale of the Johnston Reservoir water right, it is agreed as follows:

A. Jefferson County accepts the Johnston Reservoir water rights subject to the existing rights, obligations and agreements to discharge surface water from Southwest Plaza shopping center and Bowles Crossing shopping center through artificial channels into Johnston Reservoir as set forth above. 2

B. Jefferson County will accept into Johnston Reservoir, in perpetuity, additional storm drainage generated by and storm drainage for the properties of GPI, Swedish and Section 14 in said NW1/4 of Section 23, as described on Exhibit A attached hereto. Jefferson County agrees that the Developers shall have the non-exclusive use of the land owned by Jefferson County for storm drainage facilities at the locations indicated on the diagram attached hereto as Exhibit B, and to allow, at the expense of the Developers, the reasonable relocation of such facilities in accordance with the final development plans for the respective properties of GPI, Swedish and Section 14 or their successors or assignees, including the use of existing storm drainage channels. Jefferson County shall have the right to use and occupy the lands where the storm drainage facilities are constructed, including the right to construct, maintain, repair, operate or rebuild paths, walkways, roadways or other facilities within the storm drainage facilities and the right to grant or convey other non-exclusive easements or rights to use the land where the storm drainage facilities are constructed. If Jefferson County constructs a path, walkway, road or other structure or facility within the area comprising the storm drainage facilities prior to the construction required by the Developers for use of the storm drainage facilities, and if repair, maintenance or other actions by the Developers, result in any damage to the structures or facilities installed by Jefferson County, the Developers shall repair and restore the structure or facilities and any disturbed land area at the Developers' sole cost and expense. No structure installed by the Developers shall interfere with or impair the use of the structures or facilities and surrounding land area owned by Jefferson County.

C. This Agreement shall not constitute a construction authorization. The right to construct the storm drainage facilities shall be subject to all applicable rules and regulations including, without limitation, the issuance of any necessary construction permits or authorization. The final design of the storm drainage facilities shall contain structures for oil containment. Construction shall be undertaken only in compliance with any required permit or authorization. The Developers shall provide reasonable advance notice to Jefferson County of any construction, maintenance, replacement or repair of the storm drainage facilities. The Developers shall maintain, at the Developers' sole cost and expense, the storm drainage facilities and shall keep the storm drainage facilities in good working order.

RECEPTION NO. 92115766

D. The Developers shall comply with all applicable laws, ordinances, rules and regulations regarding the discharge of storm water, including, but not limited to, the federal Clean Water Act, and amendments thereto, and applicable rules and regulations, and the Colorado Water Quality Control Act, and amendments thereto, and applicable rules and regulations, and shall obtain any and all applicable permits that may be required for the discharge of the storm water to Johnston Reservoir. The storm water drainage discharged to Johnston Reservoir from such new development shall not contain any concentration of constituents that is in excess of the concentrations of constituents specified in the stream standards adopted by the Colorado Water Quality Control Commission, or any successor entity, for Johnston Reservoir. The Developers agree, at their expense, to design and construct any new storm drainage facilities and channels and to landscape the same in such a manner as may reasonably be required to minimize the discharge of nutrients and sediments into Johnston Reservoir.

E. All notices required or permitted hereunder shall be deemed delivered when delivered personally or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or at such addresses as the parties may, in writing, direct:

To Jefferson County: Open Space Director
Jefferson County Open Space

Jefferson County Attorney's Office
Jefferson County Courthouse
1700 Arapahoe Street
Golden, Colorado 80419

To Grant Reservoir
Company:

President, Grant Reservoir Company
c/o Newell Grant
1624 Market, Suite 211
Denver, Colorado 80202

And to:

Julia O. Robinson
Grant McHendrie
1700 Lincoln, Suite 3000
Denver, Colorado 80203

To Grant Properties
I, Ltd.:

Newell Grant, General Partner
1624 Market, Suite 211
Denver, Colorado 80202

And to:

Julia O. Robinson
Grant McHendrie
1700 Lincoln, Suite 3000
Denver, Colorado 80203

To Swedish Medical Center:

501 E. Hampden Ave
Englewood, Co 80110

4

To Section 14 Development Company:

c/o Sheldon Silverman, Esq.
1601 Blake St.
Denver, Co 80202

F. To the extent permitted by law, the Developers agree to indemnify, defend and save Jefferson County, its agents and employees, harmless from claims, demands or any liability whatsoever for injury or damage suffered due to or arising from the operations of the Developers pursuant to this Agreement, and does further agree to release and absolve Jefferson County, its agents or employees from any liability for any injury or damage which may occur from the use of or associated with the storm drainage facilities.

G. This agreement may be enforced in law or in equity and shall be construed in accordance with the laws of the state of Colorado.

H. This agreement shall be immediately binding upon and inure to the benefit of the parties and their respective successors and assigns.

I. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

J. This Agreement shall be governed under and controlled pursuant to the laws of the State of Colorado.

K. No member of the Jefferson County government or the Board of County Commissioners of Jefferson County, Colorado, shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

RECEPTION NO. 92115766

L. This Agreement shall be effective on the last date it is signed by the parties.

COUNTY OF JEFFERSON, STATE OF COLORADO

5

ATTEST:

Deputy
Dorothy A. Gordon
Clerk and Recorder
Date 9-15-92

By: Marjorie E. Clement
Chairman
Board of County Commissioners
Date 9-15-92

APPROVED AS TO FORM:

Mary Lynn Tucker
Mary Lynn Tucker, Assistant
County Attorney

ATTEST:
Judith C. Simonson
Judith C. Simonson, Secretary

GRANT RESERVOIR COMPANY

By: Howell M. Grant
Howell M. Grant, President

GRANT PROPERTIES I, LTD.

By: Howell M. Grant
Howell M. Grant, General Partner

SWEDISH MEDICAL CENTER

ATTEST:

Frances N. Welborn
Frances N. Welborn, Secretary

By: Russell W. York
Russell W. York, Asst. Treasurer

SECTION 14 DEVELOPMENT COMPANY

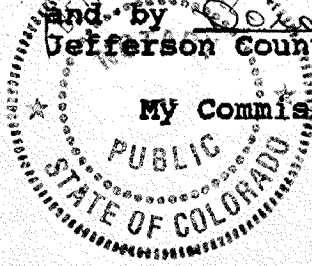
By: _____

6

State of Colorado)
) ss.
 County of Jefferson)

Sworn and subscribed to before me this 15 day of September, 1992, by Marijose E. Clement as Chairman of the Board of County Commissioners, Jefferson County, Colorado, and by Dorothy A. Gordon as the Clerk and Recorder, Jefferson County, Colorado. Witness my hand and official seal.

My Commission expires: 4-3-94



Betty J. Rindill
 Notary Public

State of Colorado)
) ss.
 County of Jefferson)

Sworn and subscribed to before me this 14 day of September, 1992, by Newell M. Grant, President, and by Judith C. Simonson, Secretary, of the Grant Reservoir Company. Witness my hand and official seal.

My Commission expires: 4-3-94



Betty J. Rindill
 Notary Public

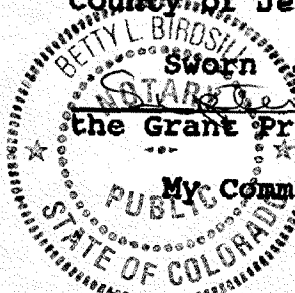
RECEPTION NO. 92115766

State of Colorado)
) ss.
County of Jefferson)

Sworn and subscribed to before me this 14 day of September, 1992, by Newell M. Grant, General Partner of the Grant Properties I, Ltd. Witness my hand and official seal.

My Commission expires: 4-3-94

Betty L. Birdsell
Notary Public



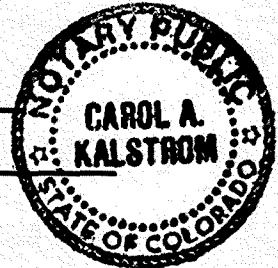
STATE OF COLORADO)
) ss.
COUNTY OF Cherokee)

Subscribed and sworn to before me this 14th day of September, 1992, by Francis J. Johnson and Russell J. York, of Swedish Medical Center.

Witness my hand and official seal.

My Commission Expires: 10-14-92

Carol A. Kalstrom
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 1992, by _____ of Section 14 Development Company.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

RECEPTION NO. 92115766

EXHIBIT A TO STORM DRAINAGE AGREEMENT**PARCEL 1**

A parcel of land in the North one-half of Section 23, Township 5 South, Range 69 West of the 6th P.M., Jefferson County, Colorado, more particularly described as follows:

Commencing at the Northwest Corner of said Section 23; thence N 89° 11' 44" E a distance of 100.00 feet to a point on the East right of way line of South Wadsworth Boulevard, as said right of way line is described in Book 1461, Page 420; thence S 00° 21' 34" E along said right of way line a distance of 60.00 feet to the True Point of Beginning; thence continuing along said East line S 00° 21' 34" E a distance of 1093.20 feet; thence N 89° 38' 26" E a distance of 437.21 feet; thence N 00° 30' 30" W a distance of 682.86 feet; thence N 89° 01' 03" E a distance of 84.28 feet; thence N 65° 42' 52" E a distance of 432.32 feet; thence N 89° 09' 19" E a distance of 818.51 feet; thence N 00° 48' 16" W a distance of 240.62 feet to a point 60.00 feet South of the North line of said Section 23, thence S 89° 11' 44" W along a line 60.00 feet South of and parallel with the North line of said Section 23 a distance of 1731.54 feet to the True Point of Beginning, containing 19.25 acres more or less.

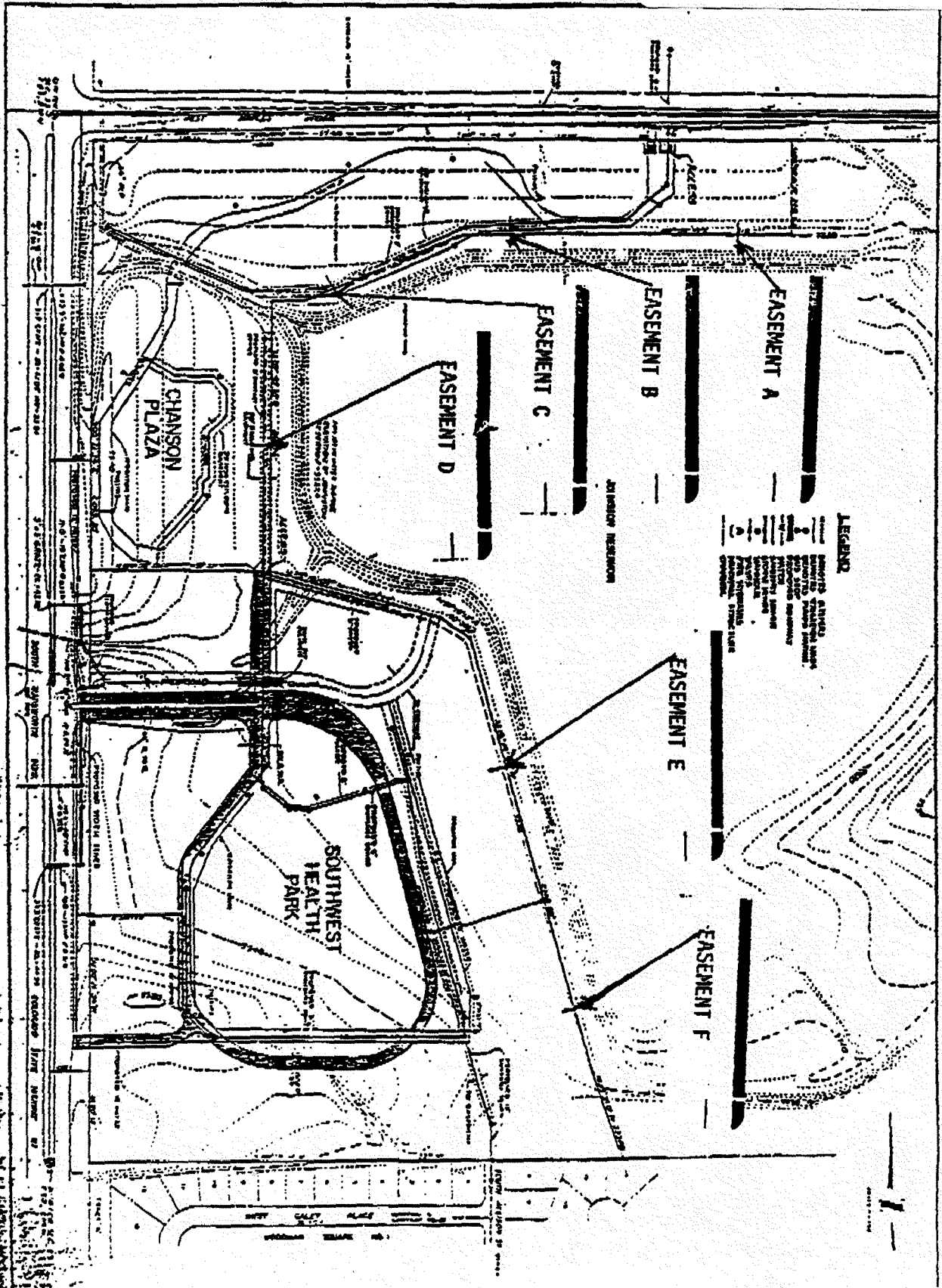
PARCEL 2

The property comprising Southwest Healthpark Filing No. 2, which is more particularly described in a plat recorded in Book 104, Page 41, Reception No. 90101035, on November 30, 1990 in the Books and Records of the Jefferson County Clerk and Recorder.

RECEPTION NO. 92115766

EXHIBIT B TO STORM DRAINAGE AGREEMENT

9



AUG-31-'92 FRI 09:16 10:7

TEL NO:

2550 F02

LEGAL DESCRIPTION

10
A parcel of land being twenty-five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

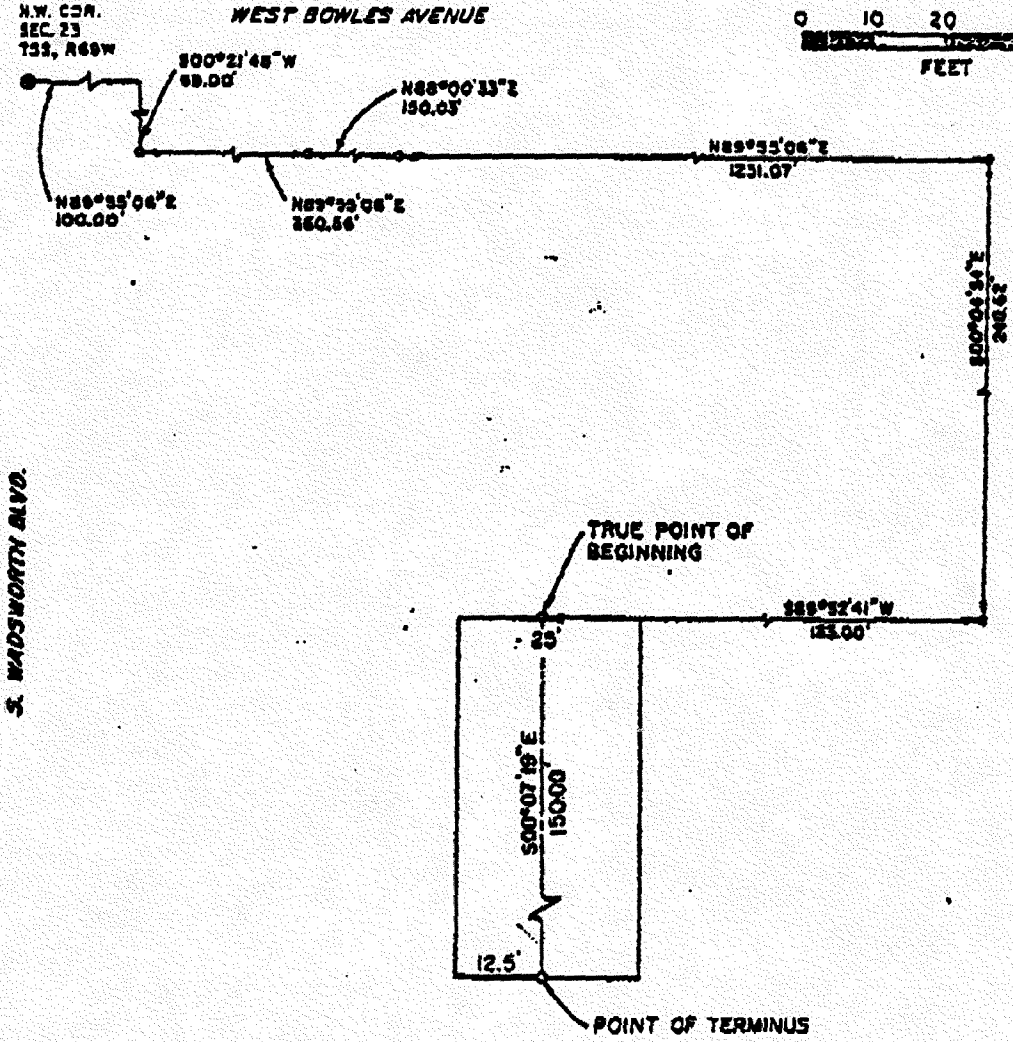
Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
thence S 89°52'41" W, a distance of 133.00 feet to the True Point of Beginning; thence S 00°07'19" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

Prepared by:
TriConsultants, Inc.
August 7, 1992
JN: 90.031.01 / LEGALS
BKJ/plm
9031-1g1.001-1

RECEPTION NO. 92115766

TRICONSULTANTS, INC.
605 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215



A

NOTE:
This Exhibit does not represent a
monumented survey. It is intended
only to depict the attached legal
description.

MJS-21-'92 FRI 09:17 ID:7

TEL 10:

PAGE 02:

LEGAL DESCRIPTION

A parcel of land being twenty-five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
 thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
 thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
 thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
 thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
 thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
 thence S 89°52'41" W, a distance of 662.00 feet to the True Point of Beginning; thence S 00°07'19" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

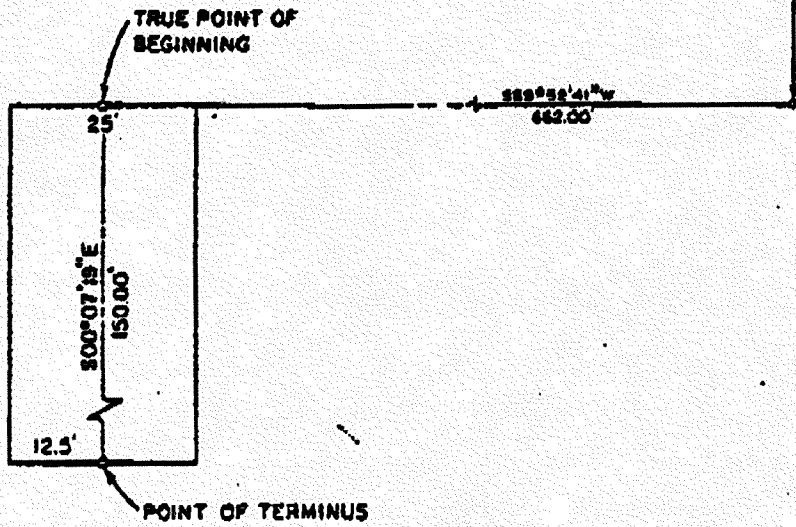
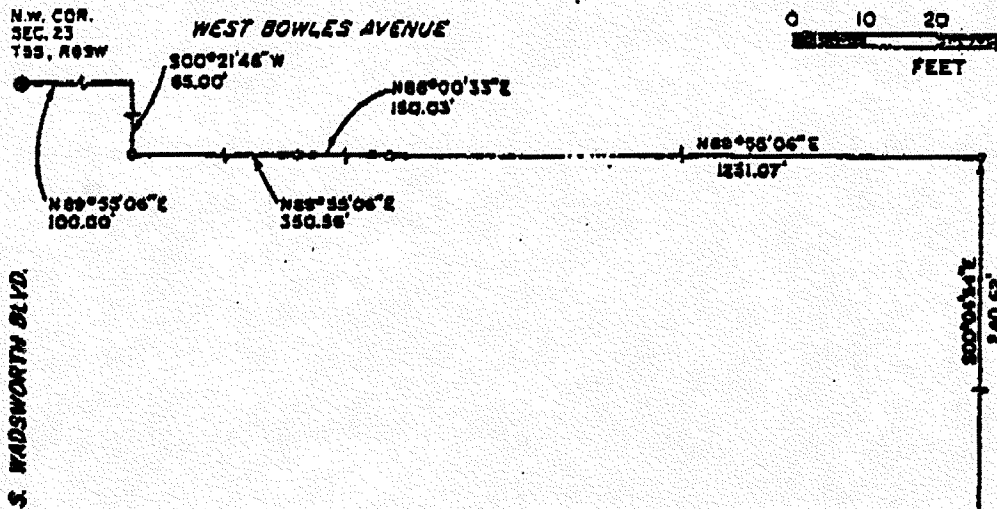
Prepared by:
 TriConsultants, Inc.
 August 7, 1992
 JN: 90.031.01 / LEGALS
 BKJ/plm
 9031-1g1.001-2

WE PROBABLY WON'T
 USE THIS LEGAL

RECEPTION NO. 92115766

13

TRICONSULTANTS, INC.
605 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215



B

NOTE:
This Exhibit does not represent a

RECEPTION NO. 92115766

LEGAL DESCRIPTION

14

A parcel of land being twenty-five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

Commencing at the Northwest corner of said Northwest Quarter;

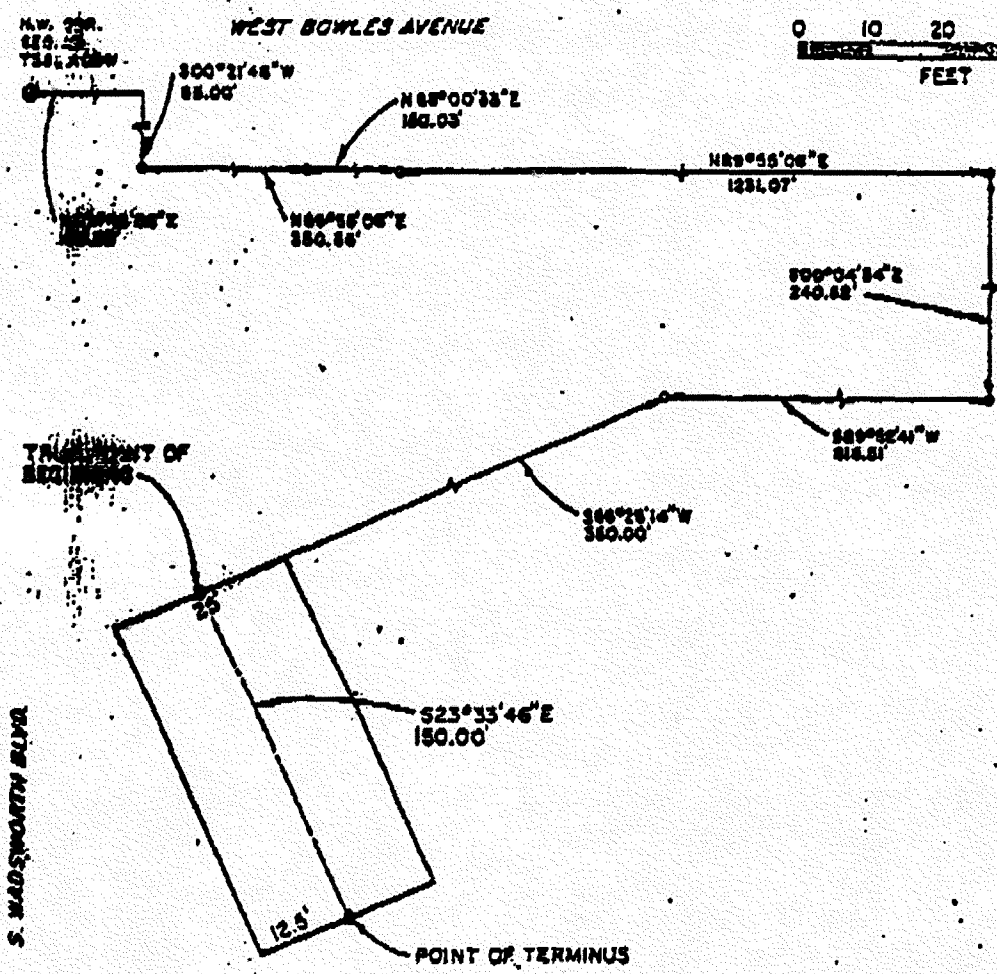
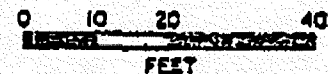
thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
thence S 89°52'41" W, a distance of 818.51 feet;
thence S 66°26'14" W, a distance of 350.00 feet to the True Point of Beginning; thence S 23°33'46" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

Prepared by:
TriConsultants, Inc.
August 7, 1992
JN: 90.031.01 / LEGALS
BKJ/plm
9031-191.001-3

RECEPTION NO. 92115766

TRICONSULTANTS, INC.
606 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215

15



NOTE:
This block does not represent a
monumented survey. It is intended
only to depict the general legal
description.

C

LEGAL DESCRIPTION

A parcel of land being twenty five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
 thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
 thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 150.56 feet;
 thence continuing along said southerly R.O.W. line N 83°00'13" E, a distance of 150.03 feet;
 thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
 thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
 thence S 89°52'41" W, a distance of 818.51 feet;
 thence S 66°26'14" W, a distance of 432.32 feet;
 thence S 89°44'25" W, a distance of 84.28 feet;
 thence S 00°12'52" W, a distance of 360.00 feet to the True Point of Beginning; thence S 89°47'08" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

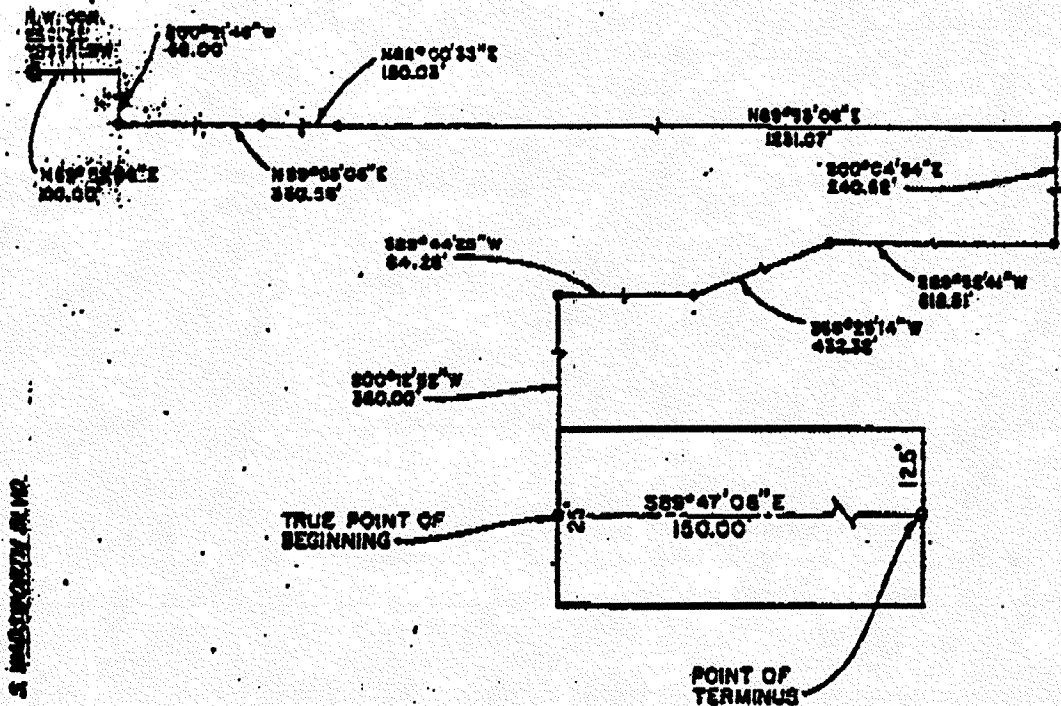
Prepared by:
 TriConsultants, Inc.
 August 7, 1992
 JN: 90.031.01 / LEGALS
 BKJ/pla
 9031-lq1.001-4

RECEPTION NO. 92115766

TRICONSULTANTS, INC.
605 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215

17

WEST BOWLES AVENUE



S. WASHINGTON ST. W.



D

NOTE:
This Exhibit does not represent a
monumented survey. It is intended
only to describe the general
description.

AUG-21-'92 FRI 09:21 10:7

TEL NO:

#230 P10

LEGAL DESCRIPTION

A parcel of land being twenty five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
 thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
 thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
 thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
 thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
 thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
 thence S 89°52'41" W, a distance of 818.51 feet;
 thence S 66°26'14" W, a distance of 432.32 feet;
 thence S 89°44'25" W, a distance of 84.28 feet;
 thence S 00°12'52" W, a distance of 682.86 feet;
 thence S 74°34'47" E, a distance of 445.55 feet;
 thence S 56°34'50" E, a distance of 90.20 feet;
 thence S 15°31'29" E, a distance of 345.00 feet to the True Point of Beginning; thence N 74°28'31" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

Prepared by:
 TriConsultants, Inc.
 August 7, 1992
 JN: 90.031.01 / LEGALS
 BKJ/pla
 9031-141.001-5

WE PROBABLY WGN'
 USE THIS LEGAL

RECEPTION NO. 92115766

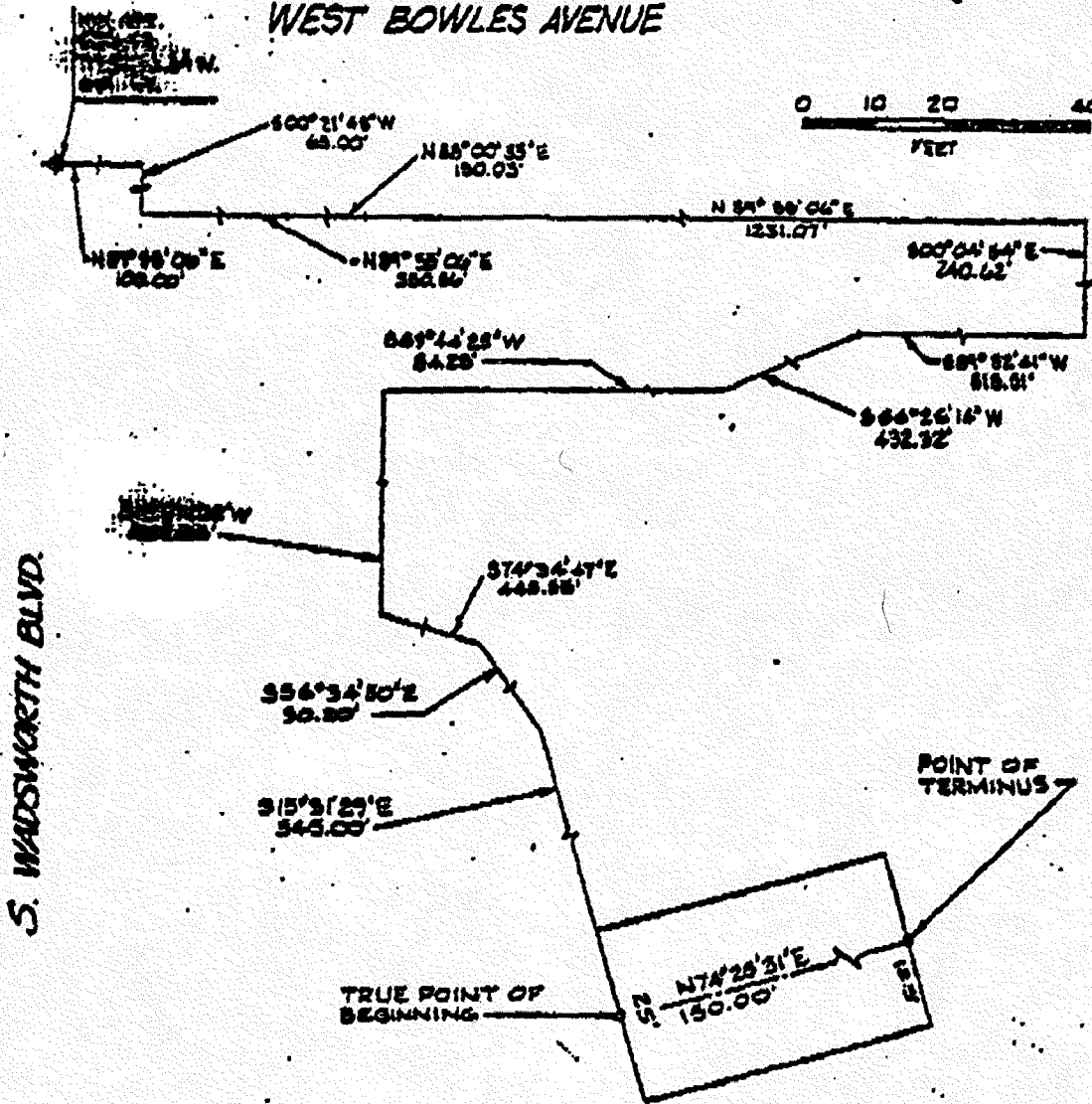
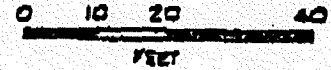
— EASEMENT E

TRICONSULTANTS, INC.
803 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215



19

WEST BOWLES AVENUE



S. WADSWORTH BLVD.

≡≡≡

NOTE:
This Exhibit does not represent a
monumented survey. It is intended
only to depict the assumed legal
description.

AUG-21-'92 FRI 09:22 10:7

TEL NO:

4432 313

LEGAL DESCRIPTION

A parcel of land being twenty five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
 thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
 thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
 thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
 thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
 thence departing said southerly R.O.W. line S 00°04'34" E, a distance of 240.62 feet;
 thence S 89°52'41" W, a distance of 818.51 feet;
 thence S 66°26'14" W, a distance of 432.32 feet;
 thence S 89°44'25" W, a distance of 84.28 feet;
 thence S 00°12'52" W, a distance of 682.86 feet;
 thence S 74°34'47" E, a distance of 445.55 feet;
 thence S 56°34'50" E, a distance of 90.20 feet;
 thence S 15°31'29" E, a distance of 945.00 feet to the True Point of Beginning; thence N 74°28'31" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

Prepared by:
 Tri-Consultants, Inc.
 August 7, 1992
 JN: 90.031.01 / LEGALS
 BKJ/plm
 9031-1g1.001-6

RECEPTION NO. 92115766

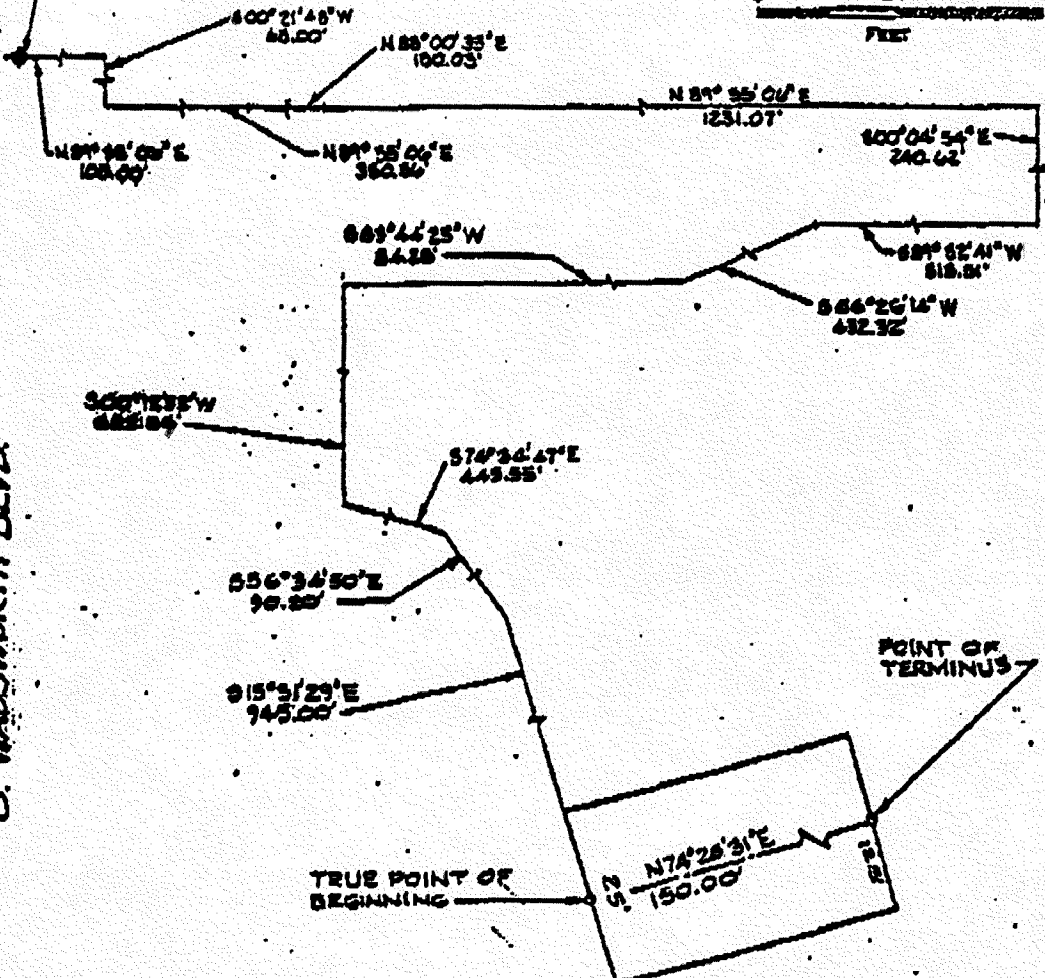
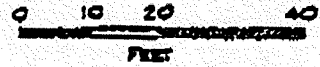
RECEPTION NO. 92115766

TRICONSULTANTS, INC.
805 PARFET ST., SUITE 200
LAKEWOOD, COLORADO 80215

N

WEST BOWLES AVENUE

HW: COW.
SVC. 25
T. 56. R. 21 W.
S. 24 N.



S. WADSWORTH BLVD.

TRUE POINT OF BEGINNING

POINT OF TERMINUS

NOTE:
This Exhibit does not represent a
monumented survey. It is intended
only to depict the effective legal
description.

21

EXHIBIT B



R \$0.00

D \$0.00

2007036851

AMAGR

04/03/2007 10:14:23 AM 9 Page(s)

Jefferson County, Colorado

AMENDMENT TO STORM DRAINAGE AGREEMENT

This AMENDMENT, dated for reference purposes this 3rd of April 2007, is by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate ("Jefferson County") and COTTAGES AT CONCORDIA LLC, a Colorado limited liability company ("Cottages"), a successor in interest to Grant Properties I, Ltd., whose address is 2922 Evergreen Parkway, Suite 207, Evergreen, Colorado 80439.

CB
No
Fee

1-9

RECITALS

WHEREAS, the parties, together with Grant Reservoir Company, Swedish Medical Center and Section 14 Development Company, previously entered into a certain STORM DRAINAGE AGREEMENT, recorded in counterparts on September 17, 1992 at Reception Nos. 92115766 and 92115767; and

WHEREAS, the interest of Grant Reservoir Company was terminated by its sale of Johnston Reservoir to Jefferson County and its prior obligations were transferred to Jefferson County as a result of such sale; and

WHEREAS, the STORM DRAINAGE AGREEMENT provides for six storm drainage easements to deliver storm drainage into Johnston Reservoir, owned by Jefferson County. These easements were established for the benefit of property owners Grant Properties I, Ltd., Swedish Medical Center and Section 14 Development Company, each of which owns separate parcels of real property adjacent to Johnston Reservoir. The STORM DRAINAGE AGREEMENT provides in paragraph B for the reasonable relocation of such storm drainage easements; and

WHEREAS, Cottages wishes to relocate the storm drainage easement labeled E, which Cottages represents was established for the benefit of its property only and accordingly does not affect the rights of either Swedish Medical Center or Section 14 Development Company.

NOW THEREFORE, it is agreed as follows:

1. Easement E, as more fully described and depicted in the STORM DRAINAGE AGREEMENT and Exhibit A attached hereto and incorporated by reference, is hereby terminated.
2. Jefferson County hereby grants and conveys to Cottages a replacement easement, known as Easement E1, described and depicted on Exhibit B attached hereto.
3. Cottages shall remain subject to all of the requirements of the STORM DRAINAGE AGREEMENT, including, without limitation, the obligation to repair and restore to its current condition the Jefferson County walkway and all

landscaping and drainage improvements and facilities both on Easement E and Easement E1. Such construction will also remain subject to all applicable rules and regulations of Jefferson County with respect to construction, as set forth more fully in paragraph C of the STORM DRAINAGE AGREEMENT.

- 2
4. As depicted on Exhibit C, attached hereto and incorporated by reference, a storm drainage pipe and appurtenances ("Existing Pipe") currently exist on Jefferson County and Cottages properties. Concurrent with its construction within Easement E1, Cottages shall, to the reasonable satisfaction of Jefferson County, (1) remove the flared end of the Existing Pipe, (2) cap this end of the Existing Pipe with concrete grout, (3) restore the excavated and eroded property surrounding the terminus of the Existing Pipe, including the restoration of the eroded embankment, (4) reseed the restored embankment, using a seed mixture approved by Jefferson County, and (5) install erosion control blankets approved by Jefferson County.
 5. Prior to recordation of this Amendment Cottages shall provide Jefferson County \$1,000.00 in good funds as a processing fee for this Amendment.
 6. The addresses to which notices shall be sent are:

Cottages at Concordia LLC
C/o Simonson & Associates, Inc.
2922 Evergreen Parkway, Suite 207
Evergreen, Colorado 80439

And to: Julia O. Robinson, Esq.
Julia O. Robinson, P.C.
4430 Arapahoe Avenue, Suite 155
Boulder, Colorado 80303

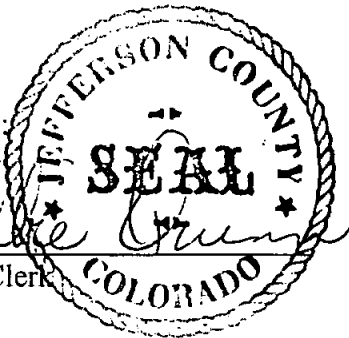
Manager of Acquisitions
Open Space Division
County of Jefferson
100 Jefferson County Parkway
Golden, Co. 80401

And to: Jefferson County Attorney's Office
100 Jefferson County Parkway
Golden, CO 80419

- 7. Cottages hereby holds harmless and indemnifies Jefferson County against any legal or equitable claim by any other party to the STORM DRAINAGE AGREEMENT (or a successor) that such party should have been a party to this Amendment.
- 8. In all other respects, the STORM DRAINAGE AGREEMENT is ratified, reaffirmed and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment to Storm Drainage Agreement.

COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate

ATTEST:


Debbie Bruner
 Deputy Clerk

By: *Jim Congrove*
 Jim Congrove, Chairman
 Board of County Commissioners

Date: April 3, 2007

STATE OF COLORADO)
) ss.
 COUNTY OF JEFFERSON)

Sworn and subscribed to before me this 3rd day of April, 2007, by Jim Congrove as Chairman of the Board of County Commissioners for the County of Jefferson, State of Colorado, a body politic and corporate.

Witness my hand and official seal.

My commission expires: 7-15-2008

Marjorie A. McDonnell
 Notary Public

APPROVED AS TO FORM:

Steven L. Snyder
 Steven L. Snyder
 Assistant County Attorney



MARJORIE A. McDONNELL
 STATE OF COLORADO
 MY COMMISSION EXPIRES
 JULY 15, 2008

COTTAGES AT CONCORDIA LLC
By: GRANT RANCH LLC, Manager
By: ALMA-DEL NORTE COMPANY, Manager

4

By: GD TM
G. Darwin Toll, President

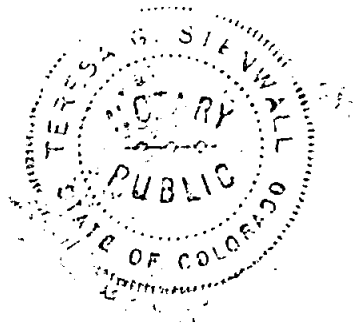
Date: 3/27/2007

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

Sworn and subscribed to before me this 27th day of March, 2007,
by G. Darwin Toll as President of Alma-Del Norte Company, Manager of Grant Ranch LLC,
Manager of Cottages at Concordia LLC.

Witness my hand and official seal.

My commission expires: 12/20/2008



Teresa G Stenwall
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being twenty five (25) feet in width being twelve and a half (12.5) feet on each side of the following described centerline being a part of Section 23, Township 5 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows (all references to recorded documents being documents of record in the Office of the Clerk and Recorder of Jefferson County unless otherwise noted):

5

NOTE: For the purpose of this description, the North line of said Northwest Quarter shall be assumed to bear N 89°55'06" E.

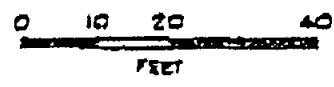
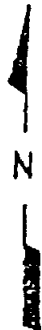
Commencing at the Northwest corner of said Northwest Quarter;

thence N 89°55'06" E, along the north line of said Northwest Quarter, a distance of 100.00 feet;
thence S 00°21'48" W, a distance of 65.00 feet to a point being the intersection and the southerly right-of-way (R.O.W.) line of West Bowles Avenue and the easterly R.O.W. line of Colorado State Highway No. 121;
thence N 89°55'06" E, along said southerly R.O.W. line of West Bowles Avenue, a distance of 350.56 feet;
thence continuing along said southerly R.O.W. line N 88°00'33" E, a distance of 150.03 feet;
thence continuing along said southerly R.O.W. line N 89°55'06" E, a distance of 1231.07 feet;
thence departing said southerly R.O.W. line S 00°04'54" E, a distance of 240.62 feet;
thence S 89°52'41" W, a distance of 818.51 feet;
thence S 66°26'14" W, a distance of 432.32 feet;
thence S 89°44'25" W, a distance of 84.28 feet;
thence S 00°12'52" W, a distance of 682.86 feet;
thence S 74°34'47" E, a distance of 445.55 feet;
thence S 56°34'50" E, a distance of 90.20 feet;
thence S 15°31'29" E, a distance of 345.00 feet to the True Point of Beginning; thence N 74°28'31" E, a distance of 150.00 feet to the Point of Terminus; containing 3750 square feet more or less.

Prepared by:
TriConsultants, Inc.
August 7, 1992
JN: 90.031.01 / LEGALS
BKJ/plz
9031-191.001-5 WE PROBABLY WON'T
USE THIS LEGAL

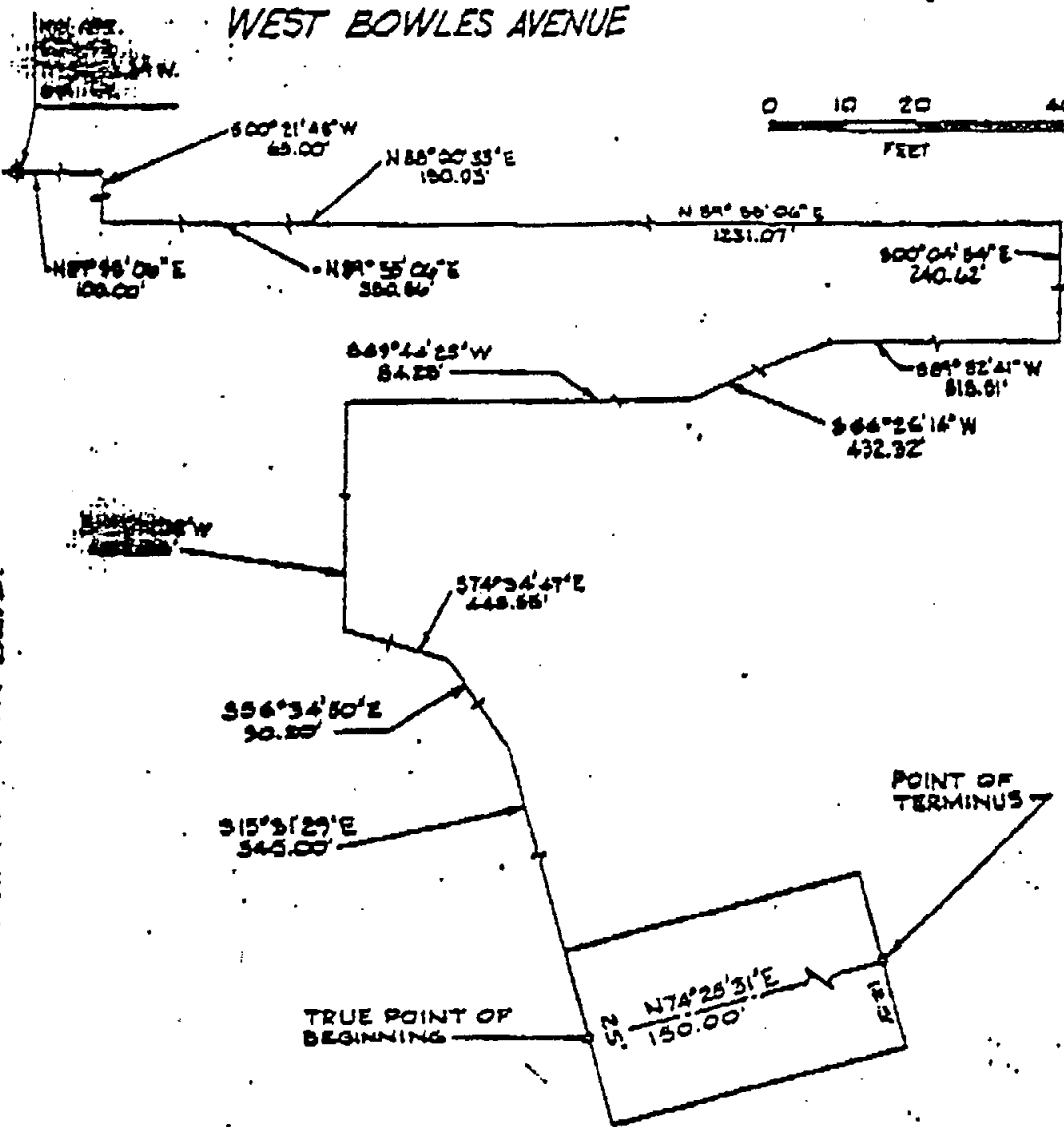
POOR COPY

TRICONSULTANTS, INC.
 605 PARFET ST., SUITE 200
 LAKEWOOD, COLORADO 80215



WEST BOWLES AVENUE

S. WADSWORTH BLVD.

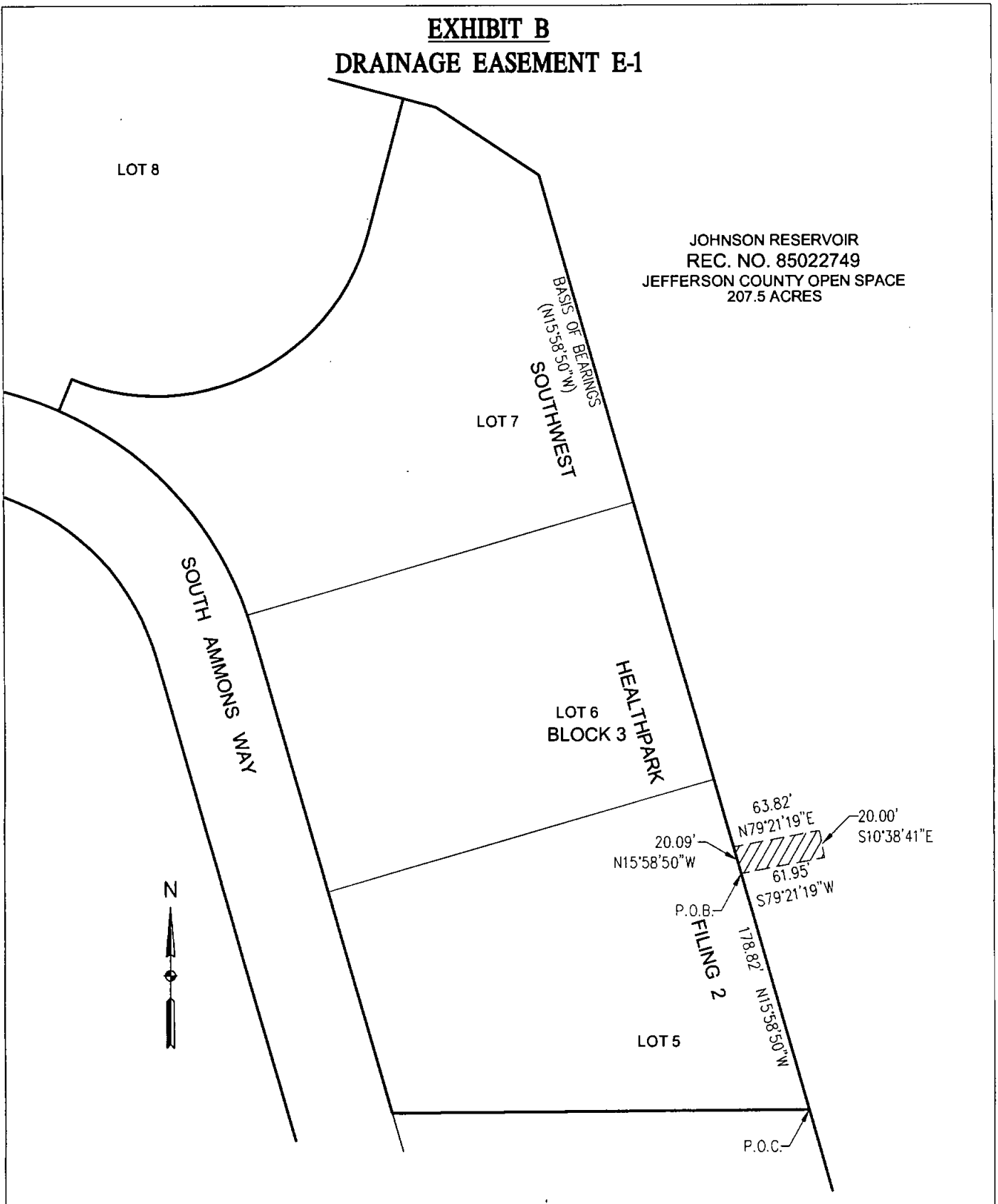


POOR COPY

117

NOTE:
 This Exhibit does not represent a monumented survey. It is inserted only to depict the colored legal description.

**EXHIBIT B
DRAINAGE EASEMENT E-1**



7

8

**LEGAL DESCRIPTION
DRAINAGE EASEMENT E-1**

BASIS OF BEARINGS

The East Line of Lot 7, Block 3, Southwest Healthpark Filing No. 2 bears N15°58'50"W, per recorded plat.

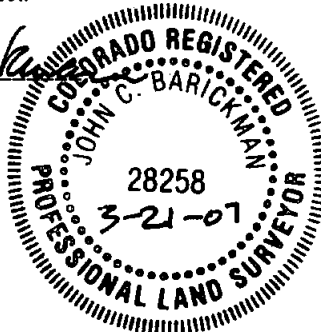
LEGAL DESCRIPTION

An easement for drainage purposes across a parcel of land described in Reception No. 85022749, in the NW ¼ of Section 23, Township 5 South, Range 69 West of the 6th Principal Meridian, Jefferson County, Colorado, more particularly described as follows:

Commencing at the SE Corner of Lot 5, Block 3, Southwest Healthpark Filing No. 2;
Thence N15°58'50"W along the East line of said Lot 5 a distance of 178.82 feet to the true Point of Beginning;
Thence N15°58'50"W a distance of 20.09 feet;
Thence N79°21'19"E a distance of 63.82 feet;
Thence S10°38'41"E a distance of 20.00 feet;
Thence S79°21'19"W a distance of 61.95 feet to the true Point or Place of Beginning.
Soid description contains 1,258 square feet or 0.029 acres more or less.

I, John C. Barickman, a Professional Land Surveyor in the State of Colorado, do hereby state that the above easement description and exhibit were prepared under my responsible charge, and on the basis of my knowledge, information and belief, are correct.

John C. Barickman
John C. Barickman
Colorado PLS 28258
For and on behalf of
Baseline Engineering Corp.
1658 Cole Blvd., Ste. 140
Golden, CO. 80401



Date ◦ 03/20/07

Dwg Scale ◦ N/A

Project No ◦ C02876

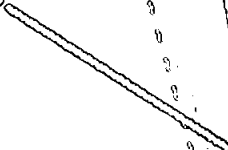
Sheet Number

2 OF 2

Project Name ◦ COTTAGES AT CONCORDIA

Clement Park

Existing Pipe



tabbles	EXHIBIT
	<u> C </u>

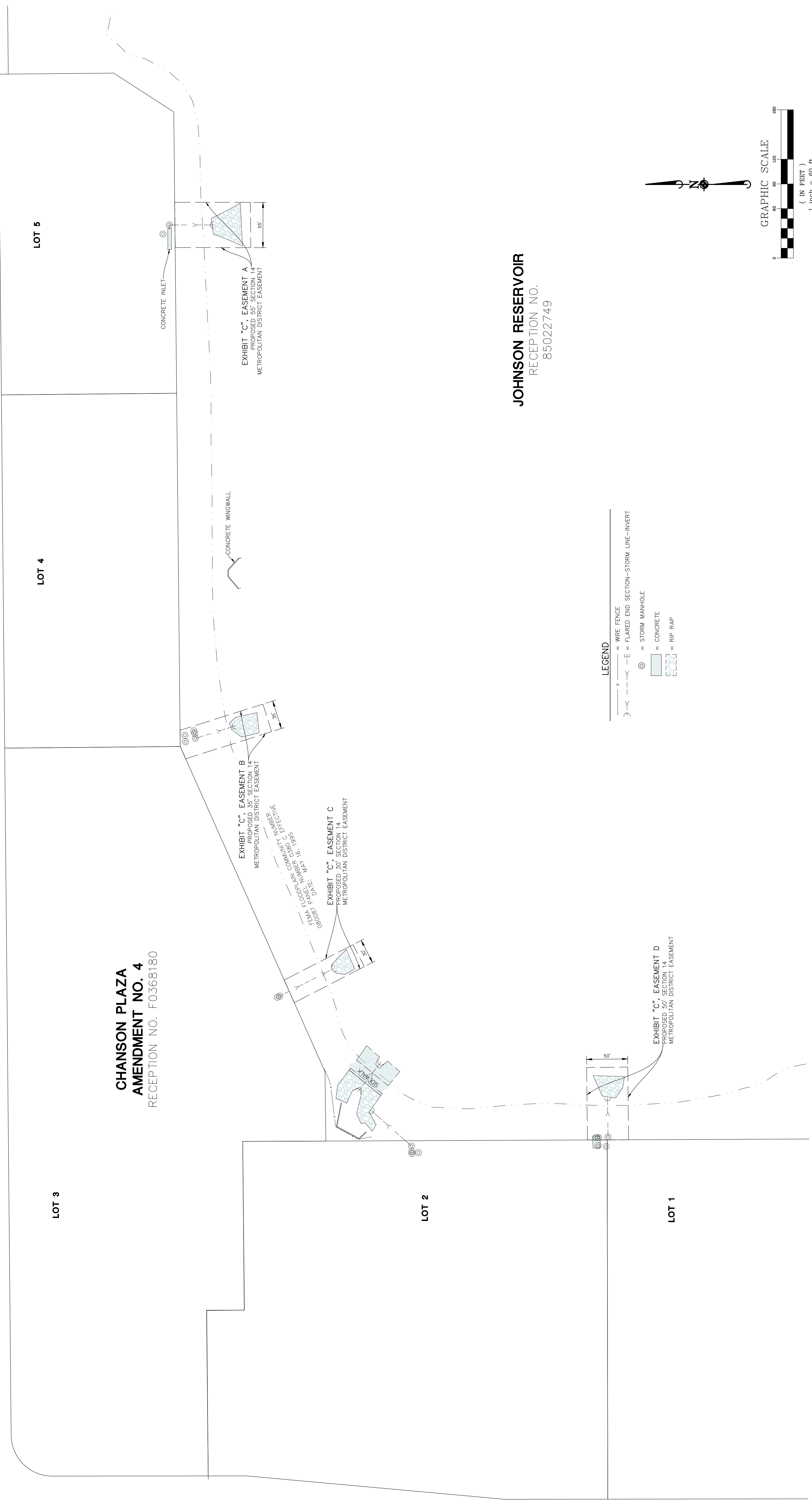
EXHIBIT C

EXHIBIT "C" SECTION 14 METROPOLITAN DISTRICT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO

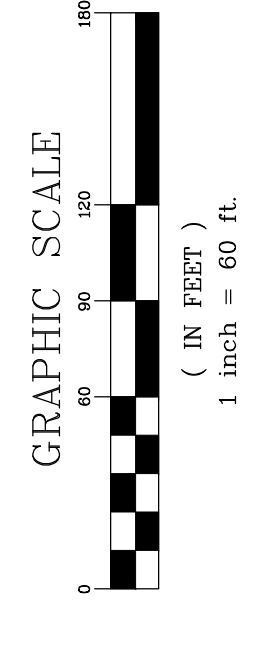
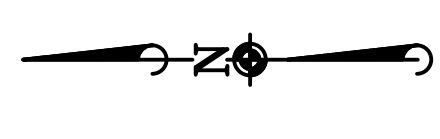
WEST BOWLES AVENUE

CHANSON PLAZA
AMENDMENT NO. 4
RECEPTION NO. F0368180



JOHNSON RESERVOIR
RECEPTION NO.
85022749

- LEGEND**
- x — = WIRE FENCE
 - - - - - = FLARED END SECTION-STORM LINE-INVERT
 - ⊙ = STORM MANHOLE
 - ⊙ = CONCRETE
 - ⊙ = RIP RAP



NOTE:
THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED SURVEY.

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 | phone: 303.708.0500 | manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management | Construction Management

LOCATED IN THE NW1/4 OF SECTION 23, T5S, R69W, 6TH P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO
EXHIBIT "C" - SECTION 14 METROPOLITAN DISTRICT

PROJWDR: DSE
PROJASDC: TSS
DRAWN BY: JAF
DATE: 8/9/2021
SCALE: 1" = 60'
SHEET
1 OF 1
S14-JCC001.01

EXHIBIT "C", EASEMENT A

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 70°14'46" EAST, A DISTANCE OF 913.44 FEET, THENCE SOUTH 89°25'21" WEST, ALONG THE SOUTH BOUNDARY OF SAID LOT 5, A DISTANCE OF 109.70 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 00°02'19" WEST, A DISTANCE OF 91.88 FEET;

THENCE SOUTH 89°25'21" WEST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 00°02'19" EAST, A DISTANCE OF 91.88 FEET TO SAID SOUTH BOUNDARY;

THENCE NORTH 89°25'21" EAST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 5,053 SQUARE FEET OR 0.1160 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

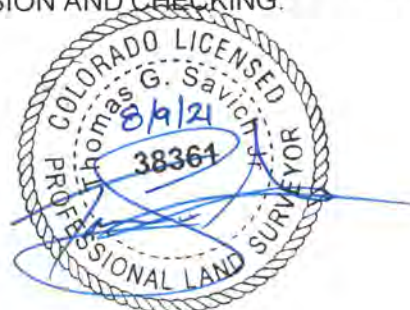


EXHIBIT "C", EASEMENT B

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 75°26'00" EAST, A DISTANCE OF 1241.21 FEET, THENCE SOUTH 89°25'21" WEST, ALONG THE SOUTH BOUNDARY OF SAID LOT 4, A DISTANCE OF 409.28 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 17°29'36" EAST, A DISTANCE OF 105.62 FEET;

THENCE SOUTH 72°30'24" WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 17°29'36" WEST, A DISTANCE OF 109.49 FEET TO THE SOUTHEAST BOUNDARY OF LOT 3 OF SAID CHANSON PLAZA AMENDMENT NO. 4;

THENCE NORTH 65°58'54" EAST ALONG SAID SOUTHEAST BOUNDARY, A DISTANCE OF 16.30 FEET TO THE SOUTH COMMON BOUNDARY CORNER OF SAID LOT 3 AND SAID LOT 4;

THENCE NORTH 89°25'21" EAST, ALONG THE SOUTH BOUNDARY OF SAID LOT 4, A DISTANCE OF 19.66 FEET TO THE **POINT OF BEGINNING**.

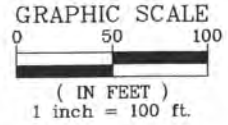
CONTAINING 3,828 SQUARE FEET OR 0.0879 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING



EXHIBIT "C", EASEMENT B



NORTHWEST CORNER SECTION 23,
ESTABLISHED FROM
RECOVERED REFERENCE
MONUMENTS ACCEPTED
SEPTEMBER 30, 2011

NORTH QUARTER
CORNER SECTION 23
RECOVERED 3.25" ALUMINUM CAP
STAMPED "1996" IN A MONUMENT BOX

S89°27'46"W 2645.70'
NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 23
(BASIS OF BEARINGS)

WEST BOWLES AVENUE
(R.O.W. VARIES)

NW1/4, SEC. 23,
T.5S., R.69W.,
6TH P.M.

CHANSON PLAZA
AMENDMENT NO. 4
RECEPTION NO. F0368180

OFFSITE STORM
DRAINAGE EASEMENT
RECEPTION NO. 86140818

25' UTILITY EASEMENT
RECEPTION NO. F0368180

N75°26'00"E
1241.21' (TIE)

LOT 3

LOT 4

S89°25'21"W 409.28'



POINT OF
BEGINNING

POINT OF
COMMENCEMENT
SE CORNER OF LOT 4

EASEMENT PARCEL
3,828 S.F. (0.0879 AC.)±

OFFSITE STORM
DRAINAGE EASEMENT
RECEPTION NO.
86140820

LINE TABLE		
LINE	BEARING	LENGTH
L1	S17°29'36"E	105.62'
L2	S72°30'24"W	35.00'
L3	N17°29'36"W	109.49'
L4	N65°58'54"E	16.30'
L5	N89°25'21"E	19.66'

STORM DRAINAGE
AGREEMENT
EASEMENT B
RECEPTION NO.
92115766 &
92115767

COMMISSIONER'S DEED
(PARCEL 1)
RECEPTION NO. 2018107637



JOHNSON
RESERVOIR

FOR AND ON BEHALF OF
MANHARD CONSULTING

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



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - OUTFALL #7

NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,

COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
DRAWN BY: JLM
DATE: 8/9/2021
SCALE: 1" = 100'

SHEET
2 OF 2
S14JCCO01.01

8/9/2021 8:50 AM Dwg Name: \\manhard\projects\14\140001\Drawings\Exhibits\S14\JCCO01.01 - Outfall 7.dwg Updated By: JFelder

EXHIBIT "C", EASEMENT C

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE SOUTH COMMON BOUNDARY CORNER OF LOT 3 AND LOT 4, CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 79°00'48" EAST, A DISTANCE OF 1660.67 FEET, THENCE SOUTH 65°58'54" WEST, ALONG THE SOUTHEAST BOUNDARY OF SAID LOT 3, A DISTANCE OF 310.52 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHEAST BOUNDARY, SOUTH 27°12'00" EAST, A DISTANCE OF 93.98 FEET;

THENCE SOUTH 62°48'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 27°12'00" WEST, A DISTANCE OF 95.65 FEET TO SAID SOUTHEAST BOUNDARY;

THENCE NORTH 65°58'54" EAST, ALONG SAID SOUTHEAST BOUNDARY, A DISTANCE OF 30.05 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 2,845 SQUARE FEET OR 0.0653 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

EXHIBIT "C", EASEMENT D

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 AS DESCRIBED IN COMMISSIONERS DEED RECORDED AT RECEPTION NO. 2018107637 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 IS ASSUMED TO BEAR SOUTH 89°27'46" WEST AND BEING MONUMENTED AT THE WEST END BY FOUR 1.25" BRASS DISKS AS REFERENCED ON MONUMENT RECORD WITH AN ACCEPTED DATE OF SEPTEMBER 30, 2011 AND AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "1996" IN A MONUMENT BOX.

COMMENCING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 3, ON THE EASTERLY BOUNDARY OF LOT 2, BOTH OF CHANSON PLAZA AMENDMENT NO. 4, RECORDED AT RECEPTION NO. F0368180 IN SAID RECORDS, FROM WHICH SAID NORTH QUARTER (N1/4) CORNER BEARS NORTH 76°49'55" EAST, A DISTANCE OF 2166.36 FEET, THENCE SOUTH 00°14'28" EAST, ALONG THE EAST BOUNDARY OF SAID LOT 2, A DISTANCE OF 317.82 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST BOUNDARY, NORTH 89°19'26" EAST, A DISTANCE OF 87.95 FEET;

THENCE SOUTH 00°40'34" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°19'26" WEST, A DISTANCE OF 88.33 FEET TO THE EAST BOUNDARY OF LOT 1, OF SAID CHANSON PLAZA AMENDMENT NO. 4;

THENCE NORTH 00°14'28" WEST, ALONG THE EAST BOUNDARY OF SAID LOT 1 AND SAID LOT 2, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,407 SQUARE FEET OR 0.1012 ACRES, MORE OR LESS.

I, THOMAS G. SAVICH JR, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING

THOMAS G. SAVICH JR, P.L.S. 38361
FOR AND ON BEHALF OF MANHARD CONSULTING

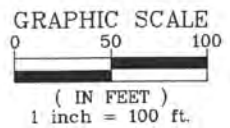


8/9/2021 6:55 AM Dwg Name: \\mcl-dnv-nos\Projects-DNA\514\cc01\dwg\Surv\Final Drawings\Exhibits_Surv\514_JCC001-01 - Outfall_4.dwg Updated By: JFelder

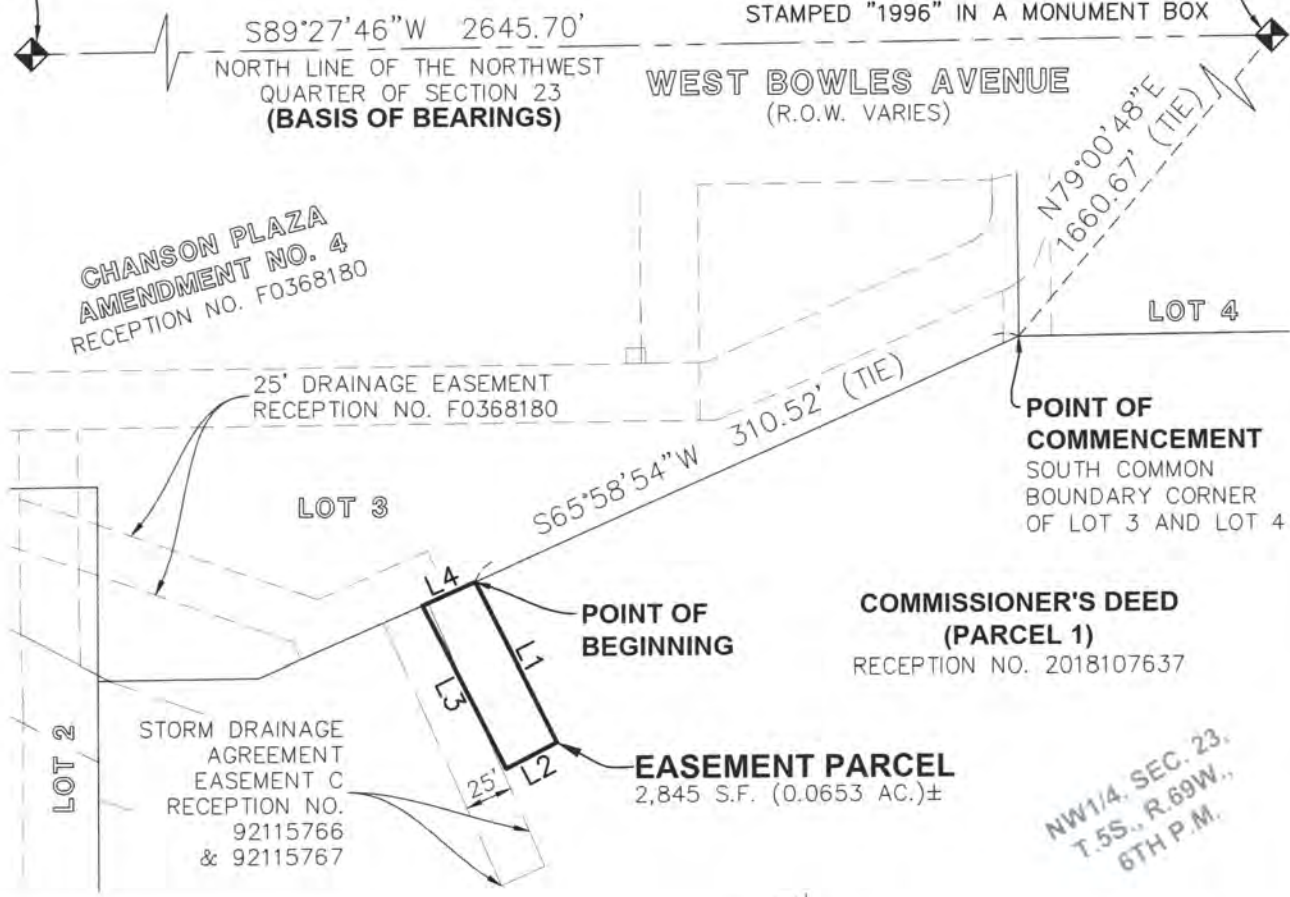
NORTHWEST CORNER SECTION 23,
 ESTABLISHED FROM
 RECOVERED REFERENCE
 MONUMENTS ACCEPTED
 SEPTEMBER 30, 2011

EXHIBIT "C"

EASEMENT C



NORTH QUARTER
 CORNER SECTION 23
 RECOVERED 3.25" ALUMINUM CAP
 STAMPED "1996" IN A MONUMENT BOX



LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°12'00"E	93.98'
L2	S62°48'00"W	30.00'
L3	N27°12'00"W	95.65'
L4	N65°58'54"E	30.05'

JOHNSON RESERVOIR



FOR AND ON BEHALF OF
MANHARD CONSULTING

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

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - OUTFALL #4	
NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,	
COUNTY OF JEFFERSON, STATE OF COLORADO	
PROJ. MGR.: TGS	SHEET
DRAWN BY: JLM	2 OF 2
DATE: 8/9/2021	S14JCC01.01
SCALE: 1" = 100'	

8/9/2021 6:59 AM D:\mcl-dnv-mas\Projects-DNA\S14\jcco01\dwg\Surv\Final Drawings\Exhibits_Surv\S14_JCC001.01 - Outfall 5.dwg Updated By: JFelder

NORTHWEST CORNER SECTION 23,
 ESTABLISHED FROM
 RECOVERED REFERENCE
 MONUMENTS ACCEPTED
 SEPTEMBER 30, 2011

EXHIBIT "C", EASEMENT D

GRAPHIC SCALE
 0 50 100
 (IN FEET)
 1 inch = 100 ft.

NORTH QUARTER
 CORNER SECTION 23
 RECOVERED 3.25" ALUMINUM CAP
 STAMPED "1996" IN A MONUMENT BOX

$S89^{\circ}27'46''W$ 2645.70'
 NORTH LINE OF THE NORTHWEST
 QUARTER OF SECTION 23
 (BASIS OF BEARINGS)

WEST BOWLES AVENUE
 (R.O.W. VARIES)



POINT OF COMMENCEMENT
 MOST SOUTHERLY SOUTHWEST
 CORNER OF LOT 3

LOT 3
 $N76^{\circ}49'55''E$ 2166.36' (TIE)

60' DRAINAGE EASEMENT
 RECEPTION NO. 86140821

UTILITY AND DRAINAGE
 EASEMENT AND PRIVATE
 ACCESS DRIVE
 RECEPTION NO. F0368180

**COMMISSIONER'S DEED
 (PARCEL 1)**
 RECEPTION NO. 2018107637

NW1/4, SEC. 23,
 T.5S., R.69W.,
 6TH P.M.

CHANSON PLAZA
 AMENDMENT NO. 4
 RECEPTION NO. F0368180

$S00^{\circ}14'28''E$ 317.82' (TIE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	$N89^{\circ}19'26''E$	87.95'
L2	$S00^{\circ}40'34''E$	50.00'
L3	$S89^{\circ}19'26''W$	88.33'
L4	$N00^{\circ}14'28''W$	50.00'

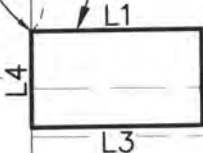
POINT OF BEGINNING

EASEMENT PARCEL
 4,407 S.F. (0.1012 AC.)±

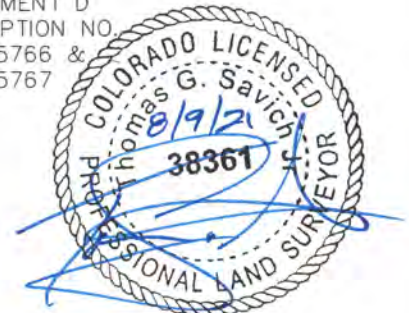
STORM DRAINAGE
 AGREEMENT
 EASEMENT D
 RECEPTION NO.
 92115766 &
 92115767

LOT 2

LOT 1



JOHNSON RESERVOIR



FOR AND ON BEHALF OF
 MANHARD CONSULTING

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



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 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

SECTION 14 METROPOLITAN DISTRICT - OUTFALL #5
NW1/4, SEC. 23, T5S, R69W, 6TH P.M.,
COUNTY OF JEFFERSON, STATE OF COLORADO

PROJ. MGR.: TGS
 DRAWN BY: JLM
 DATE: 8/9/2021
 SCALE: 1" = 100'

SHEET
2 OF 2
 S14JCC01.01

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/I
4271							
06/30/2021	Bowles Village Center	06/2021	Landscape Maintenance	1-786	1,028.00	1,028.00	
06/30/2021	Bowles Village Center	06/2021	Utilities	1-710	1,613.00	1,613.00	
Total 4271:						2,641.00	
4272							
06/30/2021	Chanson, LLC	06/2021	Landscape Maintenance	1-786	3,246.00	3,246.00	
06/30/2021	Chanson, LLC	06/2021	Utilities	1-710	2,687.00	2,687.00	
Total 4272:						5,933.00	
4273							
06/30/2021	McGeady Becher P.C.	198M 05/2021	Legal	1-675	605.00	605.00	
06/30/2021	McGeady Becher P.C.	198M 05/2021	Legal	3-675	3,121.00	3,121.00	
Total 4273:						3,726.00	
4274							
06/30/2021	Proof Civil Co.	1291	Outfall Structure No. 1	3-810	8,350.00	8,350.00	
06/30/2021	Proof Civil Co.	1292	Outfall Structure No. 6	3-815	8,750.00	8,750.00	
Total 4274:						17,100.00	
4275							
06/30/2021	Schilling & Company, Inc	13021	Audit	1-615	5,200.00	5,200.00	
Total 4275:						5,200.00	
4276							
06/30/2021	Section 14 Development Company	06/2021	Landscape Maintenance	1-786	2,033.00	2,033.00	
06/30/2021	Section 14 Development Company	06/2021	Utilities	1-710	747.00	747.00	
Total 4276:						2,780.00	
4277							
06/30/2021	Special District Management Servic	05/2021	Accounting	1-613	518.00	518.00	
06/30/2021	Special District Management Servic	05/2021	District Management	1-614	427.14	427.14	
06/30/2021	Special District Management Servic	05/2021	Management	3-614	396.00	396.00	
Total 4277:						1,341.14	
4278							
06/30/2021	Storm Water Asset Protection, LLC	1602	Oper. & Maint. Detention P	1-790	2,505.00	2,505.00	
Total 4278:						2,505.00	
20210601							
06/30/2021	Denver Water	5392 06/21	Utilities	1-710	16.46	16.46	M
Total 20210601:						16.46	
20210602							
06/30/2021	Denver Water	5261 06/21	Utilities	1-710	772.22	772.22	M
Total 20210602:						772.22	

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
20210603							
06/30/2021	Denver Water	5256 06/21	Utilities	1-710	1,108.57	<u>1,108.57</u>	M
Total 20210603:						<u>1,108.57</u>	
Grand Totals:						<u><u>43,123.39</u></u>	

Section 14 Metropolitan District
June-21

	General	Debt	Capital	Totals
Disbursements	\$ 22,506.39		\$ 20,617.00	\$ 43,123.39
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 22,506.39	\$ -	\$ 20,617.00	\$ 43,123.39

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/M
4280							
07/31/2021	Bowles Village Center	07/2021	Landscape Maintenance	1-786	645.00	645.00	
07/31/2021	Bowles Village Center	07/2021	Utilities	1-710	611.00	611.00	
Total 4280:						1,256.00	
4281							
07/31/2021	Chanson, LLC	07/2021	Landscape Maintenance	1-786	5,907.00	5,907.00	
07/31/2021	Chanson, LLC	07/2021	Utilities	1-710	4,658.00	4,658.00	
Total 4281:						10,565.00	
4282							
07/31/2021	Manager of Finance	SD FEE 21-021	C&C of Denver Annual Fee	1-687	3,000.00	3,000.00	
Total 4282:						3,000.00	
4283							
07/31/2021	Proof Civil Co.	1346	Outfall Structure No. 1	3-810	2,350.00	2,350.00	
07/31/2021	Proof Civil Co.	1347	Outfall Structure No. 6	3-815	2,450.00	2,450.00	
Total 4283:						4,800.00	
4284							
07/31/2021	Section 14 Development Company	07/2021	Landscape Maintenance	1-786	2,585.00	2,585.00	
07/31/2021	Section 14 Development Company	07/2021	Utilities	1-710	966.00	966.00	
Total 4284:						3,551.00	
4285							
07/31/2021	Special District Management Servic	06/2021	Accounting	1-613	1,204.00	1,204.00	
07/31/2021	Special District Management Servic	06/2021	District Management	1-614	2,588.34	2,588.34	
07/31/2021	Special District Management Servic	06/2021	Management	3-614	1,134.00	1,134.00	
Total 4285:						4,926.34	
4286							
07/31/2021	Storm Water Asset Protection, LLC	SWAP1601	Oper. & Maint. Detention P	1-790	2,842.30	2,842.30	
07/31/2021	Storm Water Asset Protection, LLC	SWAP1603	Oper. & Maint. Detention P	1-790	954.50	954.50	
Total 4286:						3,796.80	
20200701							
07/31/2021	Denver Water	5256 07/21	Utilities	1-710	3,818.05	3,818.05	M
Total 20200701:						3,818.05	
20210702							
07/31/2021	Denver Water	5392 07/21	Utilities	1-710	506.90	506.90	M
Total 20210702:						506.90	
20210703							
07/31/2021	Denver Water	5261 07/21	Utilities	1-710	2,259.62	2,259.62	M
Total 20210703:						2,259.62	

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/M
Grand Totals:						<u>38,479.71</u>	

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
07/31/2021	9122	Ernst, Douglas C	92.35
07/31/2021	9123	Toll Jr, G Darwin	92.35
07/31/2021	9124	Perlmutter, Jay	92.35
07/31/2021	9125	Perlmutter, Jonathan	92.35
07/31/2021	9126	Jenkins, Kenya	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

Section 14 Metropolitan District

July-21

SPECIAL CHECK

	General	Debt	Capital	Totals
Disbursements	\$ 33,679.71		\$ 4,800.00	\$ 38,479.71
Payroll	\$ 461.75			\$ 461.75
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 34,141.46	\$ -	\$ 4,800.00	\$ 38,941.46

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
4279							
07/15/2021	Jefferson County Treasurer	21 119342FPA	Outfall Structure No. 6	3-815	500.00	500.00	
Total 4279:						500.00	
Grand Totals:						500.00	

Section 14 Metropolitan District

July-21

SPECIAL CHECK

	General	Debt	Capital	Totals
Disbursements			\$ 500.00	\$ 500.00
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
<u>Total Disbursements from Checking Acct</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
4287							
08/30/2021	Bowles Village Center	08/2021	Landscape Maintenance	1-786	755.00	755.00	
08/30/2021	Bowles Village Center	08/2021	Utilities	1-710	1,210.00	1,210.00	
Total 4287:						1,965.00	
4288							
08/30/2021	Chanson, LLC	08/2021	Landscape Maintenance	1-786	20,574.00	20,574.00	
08/30/2021	Chanson, LLC	08/2021	Utilities	1-710	4,721.00	4,721.00	
Total 4288:						25,295.00	
4289							
08/30/2021	Manhard Consulting	63123	Outfall Structure No. 1	3-810	7,200.00	7,200.00	
08/30/2021	Manhard Consulting	63124	Outfall Structure No. 6	3-815	1,600.00	1,600.00	
Total 4289:						8,800.00	
4290							
08/30/2021	McGeady Becher P.C.	198M 06/2021	Legal	1-675	6,032.50	6,032.50	
08/30/2021	McGeady Becher P.C.	198M 06/2021	Legal	3-675	7,408.00	7,408.00	
08/30/2021	McGeady Becher P.C.	198M 07/2021	Legal	1-675	2,670.00	2,670.00	
08/30/2021	McGeady Becher P.C.	198M 07/2021	Legal	3-675	3,108.00	3,108.00	
Total 4290:						19,218.50	
4291							
08/30/2021	Section 14 Development Company	08/2021	Landscape Maintenance	1-786	2,807.00	2,807.00	
08/30/2021	Section 14 Development Company	08/2021	Utilities	1-710	4,358.00	4,358.00	
Total 4291:						7,165.00	
4292							
08/30/2021	Special District Management Servic	07/2021	Accounting	1-613	910.00	910.00	
08/30/2021	Special District Management Servic	07/2021	District Management	1-614	889.10	889.10	
08/30/2021	Special District Management Servic	07/2021	Management	3-614	954.00	954.00	
Total 4292:						2,753.10	
4293							
08/30/2021	Storm Water Asset Protection, LLC	SWAP1604	Oper. & Maint. Detention P	1-790	873.00	873.00	
Total 4293:						873.00	
20210801							
08/30/2021	Denver Water	5256 08/21	Utilities	1-710	2,933.65	2,933.65	M
Total 20210801:						2,933.65	
20210802							
08/30/2021	Denver Water	5392 08/21	Utilities	1-710	555.14	555.14	M
Total 20210802:						555.14	
20210803							
08/30/2021	Denver Water	5261 08/21	Utilities	1-710	2,106.86	2,106.86	M

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/I
Total 20210803:						2,106.86	
Grand Totals:						71,665.25	

Section 14 Metropolitan District
August-21

	General	Debt	Capital	Totals
Disbursements	\$ 51,395.25		\$ 20,270.00	\$ 71,665.25
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 51,395.25	\$ -	\$ 20,270.00	\$ 71,665.25

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/M
4294							
09/21/2021	Bowles Village Center	09/2021	Landscape Maintenance	1-786	635.00	635.00	
09/21/2021	Bowles Village Center	09/2021	Utilities	1-710	1,105.00	1,105.00	
Total 4294:						1,740.00	
4295							
09/21/2021	Chanson, LLC	09/2021	Landscape Maintenance	1-786	19,283.00	19,283.00	
09/21/2021	Chanson, LLC	09/2021	Utilities	1-710	4,815.00	4,815.00	
Total 4295:						24,098.00	
4296							
09/21/2021	Colorado Community Media	35128	Management	3-614	52.08	52.08	
Total 4296:						52.08	
4297							
09/21/2021	Dodge Data & Analytics	A40036086	Management	3-614	142.80	142.80	
Total 4297:						142.80	
4298							
09/21/2021	Section 14 Development Company	09/2021	Landscape Maintenance	1-786	4,229.00	4,229.00	
09/21/2021	Section 14 Development Company	09/2021	Utilities	1-710	3,737.00	3,737.00	
Total 4298:						7,966.00	
4299							
09/21/2021	Special District Management Servic	08/2021	District Management	1-614	630.79	630.79	
09/21/2021	Special District Management Servic	08/2021	Accounting	1-613	952.00	952.00	
09/21/2021	Special District Management Servic	08/2021	Management	3-614	1,170.00	1,170.00	
Total 4299:						2,752.79	
20210901							
09/21/2021	Denver Water	5261 9/21	Utilities	1-710	2,058.62	2,058.62	M
Total 20210901:						2,058.62	
20210902							
09/21/2021	Denver Water	5256 9/21	Utilities	1-710	2,290.45	2,290.45	M
Total 20210902:						2,290.45	
20210903							
09/21/2021	Denver Water	5392 9/21	Utilities	1-710	514.94	514.94	M
Total 20210903:						514.94	
Grand Totals:						41,615.68	

Section 14 Metropolitan District
September-21

	General	Debt	Capital	Totals
Disbursements	\$ 40,250.80		\$ 1,364.88	\$ 41,615.68
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 40,250.80	\$ -	\$ 1,364.88	\$ 41,615.68

Johnson Reservoir Improvements

Structure 1

COST ESTIMATE (Option A)				
Site Preparation				
Material	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	\$7,000	\$7,000
Water Control and Dewatering	LS	1	\$10,000	\$10,000
Demolition	LS	1	\$2,000	\$2,000
Subtotal				\$19,000
Outfall Materials				
Material	Unit	Quantity	Unit Cost	Total
Reset 29"x45" FES	LS	1	\$800	\$800
Sheet Pile (13'x6')	SF	78	\$60	\$4,680
Type H Riprap	CY	22	\$140	\$3,080
Type M Riprap	CY	59	\$100	\$5,900
Flow Fill 1' Depth	SY	110	\$55	\$6,050
2' Boulder	LF	8	\$200	\$1,600
Subtotal				\$22,110
Sediment and Erosion Control				
Material	Unit	Quantity	Unit Cost	Total
Soil Remediation 6' Depth	SY	110	\$1	\$110
Regrading	LS	1	\$1,000	\$1,000
Blanketing and Surface Roughening	SY	110	\$5	\$550
Subtotal				\$1,660
TOTAL				\$42,770
15% CONTINGENCY				\$6,416
GRAND TOTAL				\$49,186

1. Cost estimate excludes soft costs and contractor costs.
2. Depths of materials are assumed. Depths will be determined based on onsite soil conditions.

Johnson Reservoir Improvements

Structure 1

COST ESTIMATE (Option B)				
Site Preparation				
Material	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	\$7,000	\$7,000
Water Control and Dewatering	LS	1	\$10,000	\$10,000
Demolition	LS	1	\$2,000	\$2,000
Subtotal				\$19,000
Outfall Materials				
Material	Unit	Quantity	Unit Cost	Total
Reset 29"x45" FES	LS	1	\$800	\$800
Sheet Pile (13'x6')	SF	78	\$60	\$4,680
Type H Riprap	CY	22	\$140	\$3,080
Type M Riprap	CY	59	\$100	\$5,900
Geotextile	SY	110	\$15	\$1,650
Class 6 Road Base 2' Depth	SY	110	\$50	\$5,500
Subtotal				\$21,610
Sediment and Erosion Control				
Material	Unit	Quantity	Unit Cost	Total
Soil Remediation 6' Depth	SY	110	\$1	\$110
Regrading	LS	1	\$1,000	\$1,000
Blanketing and Surface Roughening	SY	110	\$5	\$550
Subtotal				\$1,660
TOTAL				\$42,270
15% CONTINGENCY				\$6,341
GRAND TOTAL				\$48,611

1. Cost estimate excludes soft costs and contractor costs.
2. Depths of materials are assumed. Depths will be determined based on onsite soil conditions.

Johnson Reservoir Improvements

Structure 6

COST ESTIMATE (Option A)				
Site Preparation				
Material	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	\$7,000	\$7,000
Water Control and Dewatering	LS	1	\$10,000	\$10,000
Demolition	LS	1	\$2,000	\$2,000
Subtotal				\$19,000
Outfall Materials				
Material	Unit	Quantity	Unit Cost	Total
Reset 29"x72" FES	LS	1	\$1,000	\$1,000
Sheet Pile (15'x6')	SF	90	\$60	\$5,400
Type H Riprap	CY	30	\$140	\$4,200
Type M Riprap	CY	76	\$100	\$7,600
Flow Fill 1' Depth	SY	144	\$55	\$7,920
2.5' Boulder	LF	15	\$250	\$3,750
Fence	LF	50	\$20	\$1,000
Sidewalk	SY	98	\$28	\$2,744
Subtotal				\$33,614
Sediment and Erosion Control				
Material	Unit	Quantity	Unit Cost	Total
Soil Remediation 6' Depth	SY	144	\$1	\$144
Regrading	LS	1	\$1,000	\$1,000
Blanketing and Surface Roughening	SY	144	\$5	\$720
Subtotal				\$1,864
TOTAL				\$54,478
15% CONTINGENCY				\$8,172
GRAND TOTAL				\$62,650

1. Cost estimate excludes soft costs and contractor costs.
2. Depths of materials are assumed. Depths will be determined based on onsite soil conditions.

Johnson Reservoir Improvements

Structure 6

COST ESTIMATE (Option B)				
Site Preparation				
Material	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	\$7,000	\$7,000
Water Control and Dewatering	LS	1	\$10,000	\$10,000
Demolition	LS	1	\$2,000	\$2,000
Subtotal				\$19,000
Outfall Materials				
Material	Unit	Quantity	Unit Cost	Total
Reset 29"x72" FES	LS	1	\$1,000	\$1,000
Sheet Pile (15'x6')	SF	90	\$60	\$5,400
Type H Riprap	CY	30	\$140	\$4,200
Type M Riprap	CY	76	\$100	\$7,600
Geotextile	SY	144	\$15	\$2,160
Class 6 Road Base 2' Depth	SY	144	\$50	\$7,200
Fence	LF	50	\$20	\$1,000
Sidewalk	SY	98	\$28	\$2,744
Subtotal				\$31,304
Sediment and Erosion Control				
Material	Unit	Quantity	Unit Cost	Total
Soil Remediation 6' Depth	SY	144	\$1	\$144
Regrading	LS	1	\$1,000	\$1,000
Blanketing and Surface Roughening	SY	144	\$5	\$720
Subtotal				\$1,864
TOTAL				\$52,168
15% CONTINGENCY				\$7,825
GRAND TOTAL				\$59,993

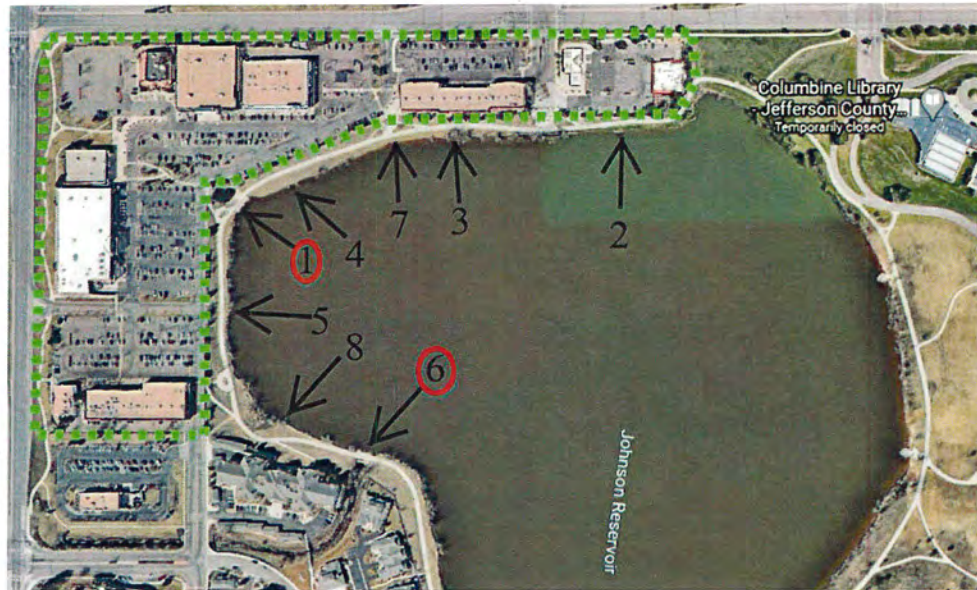
1. Cost estimate excludes soft costs and contractor costs.
2. Depths of materials are assumed. Depths will be determined based on onsite soil conditions.

	American West Const.		Edge Contracing, Inc.		CDI Environmental Contactor		Retail Resources	
	Outfall A	Outfall B	Outfall A	Outfall B	Outfall A	Outfall B	Outfall A	Outfall B
Code #1 Surface Demo - Concrete sidewalk & grouted Rip Rap	\$ 11,000.00	\$ 13,000.00	\$ 8,274.00	\$ 13,200.00			\$ 40,042.00	\$ 40,042.00
Code #2 Remove, replace grade existing soils-excav, compact, bedding stabilization for new concrete sheet pile or concrete to walls & RCP								
Option A - Flow fill	\$ 8,700.00	\$ 8,700.00	\$ 18,000.00	\$ 24,900.00			\$ 27,805.00	\$ 29,805.00
Option B - Mirafi & Class 6 agg base	\$ 9,000.00	\$ 9,000.00	\$ 7,701.00	\$ 10,670.00			\$ 13,750.00	\$ 13,750.00
Code #3 Concrete walls per plan	\$ 15,000.00	\$ 12,000.00	\$ 9,750.00	\$ 7,800.00			\$ 20,840.00	\$ 24,840.00
Code #4 Re-install the storm sewer system per plan	\$ 1,100.00	\$ 1,100.00	\$ 2,250.00	\$ 2,250.00			\$ 7,500.00	\$ 7,500.00
Code #5 Concrete sidewalk	\$ 6,800.00	\$ 7,500.00	\$ 9,264.00	\$ 17,280.00			\$ 8,500.00	\$ 8,500.00
Code #6 Install rip rap	\$ 18,000.00	\$ 23,000.00	\$ 16,100.00	\$ 22,000.00			\$ 38,450.00	\$ 39,450.00
Code #7 Fencing & Rail		\$ 34,000.00		\$ 16,240.00				\$ 13,880.00
With Option A Total	\$ 60,600.00	\$ 99,300.00	\$ 63,638.00	\$ 103,670.00	\$ -	\$ -	\$ 143,137.00	\$ 164,017.00
With Option B Total	\$ 60,900.00	\$ 99,600.00	\$ 53,339.00	\$ 89,440.00	\$ -	\$ -	\$ 129,082.00	\$ 147,962.00
Combined Totals with Option A	\$ 159,900.00		\$ 167,308.00		\$ -		\$ 307,154.00	
Combined totals with Option B	\$ 160,500.00		\$ 142,779.00		\$ -		\$ 277,044.00	

SECTION 14 MD
INTERNAL SCHEDULE/NEXT STEPS FOR REPAIRS TO RESERVOIR OUTFALL STRUCTURES NOS 1 & 6
(Outfall Structure No. 6 is the subject of the Cost Sharing Agreement)

Date	Action	Timing
June 28, 2021	District's Special Board Meeting: <ul style="list-style-type: none"> • Review and approve Cost Sharing Agreement • Authorize District to enter into various easements for access and maintenance of outfalls and vortechs. 	
July 2021	Finalize Engineer's Construction Plans (Proof Civil).	
August 2021	Finalize and Record Cost Sharing and Reimbursement Agreement and Easements. Foothills approves Cost Sharing and Reimbursement Agreement on August 24, 2021.	
August 2021	Obtain legal descriptions from Manhard.	
September 2021	District Bids the Work (in accordance with the approved CSA). <u>Note:</u> the work on outfall structures No. 1 and No. 6 will be bid separately.	Publish ITB – September 2, 2021 Bid opening – September 28, 2021 Bid Tab prepared – October 5, 2021
October 2021	District's Special Board Meeting/Project Manager: <ul style="list-style-type: none"> • Project Manager presents bid tab • Board awards contract • Project Manager issues Notice of Award • Contractor submits signed contract/bonds, etc. • Project Manager issues Notice to Proceed • Obtain permits 	Board meeting – October 11, 2021 Obtain permits – October 15, 2021

Date	Action	Timing
November/December 2021	Contractor Repairs Outfalls.	Needs to be done when water in Reservoir is low and needs to be finished by March 2022.
Late February 2022	Construction Completed. <ul style="list-style-type: none"> • Substantial completion – initial acceptance • Punch list items identified • Completion of punch list items • Final walk through • One year warranty period begins • Publish Notice of Final Payment 	
March/April 2022	District's Special Board Meeting: <ul style="list-style-type: none"> • Review and approve Engineer's Report and Cost Certification • Approve and authorize final payment to the Contractor • Process final pay application and release retainage 	



OPERATION AND MAINTENANCE MANUAL

UNDERGROUND STORMWATER TREATMENT FACILITIES AND OUTFALLS

CHANSTON PLAZA, LITTLETON COLORADO
SECTION 14 METROPOLITAN DISTRICT



Prepared for: Section 14 Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

Prepared by: Stormwater Asset Protection, LLC
355 Union Boulevard, Suite 302
Lakewood, CO 80228

April 20, 2021

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Introduction

This Underground Stormwater Treatment Facility and Outfall Operation and Maintenance (O&M) manual has been developed to assist the owner of the facilities, Section 14 Metropolitan District (District), with guidelines and procedures to ensure that the Section 14, Chanson Plaza facilities will function adequately and properly as originally intended.

Underground Facility

The underground facility is designed to treat stormwater runoff from the Chanson Plaza development and discharge from the outfall into Johnson Reservoir. These facilities serve as permanent best management practices (BMPs) to mitigate the impacts of pollutants. This action assists in the protection of the downstream stormwater system by minimizing the contribution of pollutants that have been picked up by stormwater runoff. This runoff has been designed to be captured, treated, and then discharged from the Chanson Plaza development.

Types

VORTECHS

#1 MODEL 5000, #2 MODEL 3000, #3 MODEL 11000, #4 MODEL 4000, #5 MODEL 11000

Maintenance Manual

Why do I need to perform maintenance?

Adhering to the maintenance schedule of each stormwater treatment device is essential to ensuring that it works properly throughout its design life.

During each inspection and clean, details of the mass, volume and type of material that has been collected by the device should be recorded. This data will assist with the revision of future management plans and help determine maintenance interval frequency. It is essential that qualified and experienced personnel carry out all maintenance including inspections, recording, and reporting.

Maintenance of a stormwater management system is essential to ensuring ongoing at-source control of stormwater pollution. Maintenance also helps prevent structural failures such as accumulation of debris and blockages.

Health and Safety

Access to a Vortech unit requires removing heavy access covers or grates and it may be necessary to enter the confined space. Pollutants collected by the Vortech will vary depending on the nature of your site. There is potential for these materials to be harmful. For example, sediments may contain heavy metals, carcinogenic substances, or sharp objects.

Personnel health and safety

When performing maintenance on the Vortechs, precautions should be taken to minimize or prevent contact with sediment and other captured pollutants by maintenance personnel. To achieve this the following personal protective equipment (PPE) is recommended:

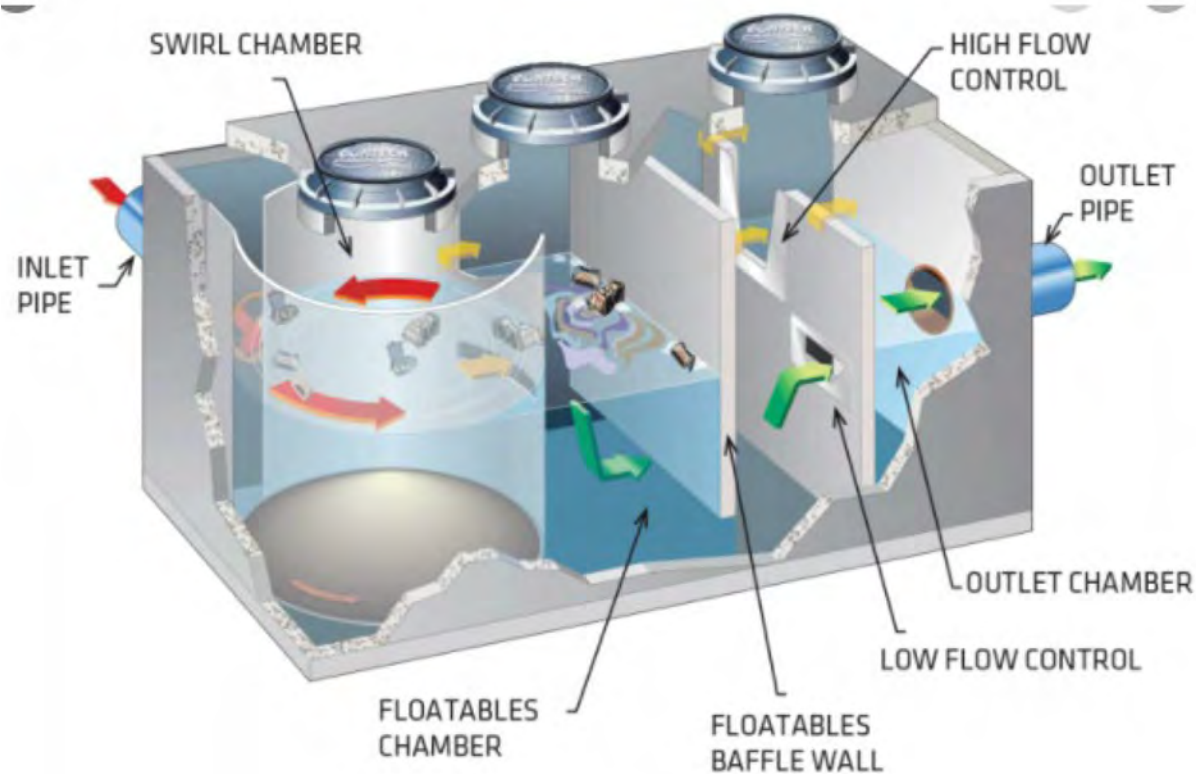
1. Puncture resistant gloves
2. Steel capped safety boots
3. Long sleeve clothing or similar skin protection
4. Eye protection
5. High visibility clothing or vest

During maintenance activities it will be necessary to implement traffic and vehicle control measures.

The minor maintenance for the Vortech can be performed from surface level but there may be a need to enter the vault during major services. It is recommended that all maintenance personnel evaluate their own needs for confined space entry and compliance with relevant industry regulations and guidelines.

How does it Work?

Stormwater enters the swirl chamber at a tangent creating a swirling flow pattern and enhancing gravitational separation. Sinking pollutants stay in the swirl chamber while floating pollutants are stopped at the floatable baffle wall. During larger storms, the water level rises above the low flow control and begins to flow through the high flow control.



As a storm event increases in intensity, the swirling action increases proportionately. This assists in the prevention of re-suspension. When flowing at peak capacity, the water surface in the system approaches the top of the high flow control. As a storm subsides, treated runoff decants out of the Vortech system at a controlled rate restoring the water level to a dry-weather level equal to the invert of the inlet and outlet pipes.

Maintenance Procedures

To ensure optimal performance, regular maintenance must be performed. Typically, the Vortech requires a minor service every 6 months and a major service every 12 months.

Primary Types of Maintenance

The information below outlines the primary types of maintenance activities that typically take place as part of an ongoing maintenance schedule for the Vortech.

Description of Typical Activities

Minor Service – Every 6 months recommended. Visual inspection of floatable and outlet chambers Removal of large floatable pollutants. Measurement of sediment depth.

Major Service – Every 12 months recommended. Removal of accumulated sediment and floatable. Inspection of the swirl chamber, baffle wall and outlet.

Maintenance requirements and frequencies are dependent on the pollutant load characteristics of each site. The frequencies provided in this document represent what the manufacturer considers to be best practice to ensure the continuing operation of the device is in line with the original design specification.

Minor Service

This service is designed to assess the condition of the device and record necessary information that will inform the activities to be undertaken during a major service.

1. Establish a safe working area around the access point
2. Remove access cover over the swirl chamber
3. Visually inspect the chamber for floatables or damage
4. Remove large floatable pollutants with a net
5. Measure and record sediment depth
6. Replace access cover
7. Repeat steps 2-6 for floatable and outlet chambers

Major Service

This service is designed to return the Vortechs device back to optimal operating performance.

1. Establish a safe working area around the access point
2. Remove access cover over the swirl chamber
3. Using a vacuum unit remove any floatable pollutants
4. Decant water until water level reaches accumulated sediment
5. Remove accumulated sediment and pollutants with vacuum unit
6. Repeats steps 2-5
7. Inspect the swirl chamber, baffle wall and outlet
8. Use high pressure water to clean sump area if needed
9. Replace access covers

When determining the need to remove accumulated sediment from the Vortechs unit, the specific sediment storage capacity for the size of unit should be considered (see table below).

Model	Swirl Chamber Diameter (m)	Sediment Storage Capacity (m3)
M3000	1.5	1.4
M4000	1.8	1.8
M5000	2.1	2.4
M11000	3.0	4.3

Additional Types of Maintenance

The standard maintenance approach is designed to work towards keeping the Vortechs operational during normal conditions. Other events may make it necessary to perform additional maintenance to ensure the continuing performance of the device.

Hazardous Material Spill

If there is a spill event on site, the Vortechs unit that potentially received flow should be inspected and cleaned. Specifically, all captured pollutants and liquids from within the unit should be removed and disposed in accordance with any additional requirements that may relate to the type of spill event.

Blockages

In the unlikely event that flooding occurs upstream of the Vortechs system, the following steps should be undertaken to assist in diagnosing the issue and determining the appropriate response.

1. Inspect the upstream inlet ensuring that it is free of debris and pollutants
2. Decant water from Vortechs unit in preparation for confined space entry
3. Inspect the high flow and low flow control elements as well as both inlet and outlet pipes for obstructions. Remove as needed.

Disposal of Waste Materials

The accumulated pollutants found in the Vortechs must be handled and disposed of in a manner that is in accordance with all applicable waste disposal regulations. When scheduling maintenance considerations must be made for the disposal of solid and liquid wastes. If the system has been exposed to any hazardous or unusual substance, there may be additional special handling and disposal methods required to comply with relevant government, authority, or industry regulations.

Outfalls

The outfalls or pipe flared end sections are located downstream of the underground treatment facilities and typically at the reservoirs edge. These outfalls are designed as the discharge points for treated stormwater prior to final discharge into Johnston Reservoir. Each Vortech has a reservoir outfall. The description of each outfall and maintenance requirements are listed below. Each outfall is shown in Figure C.

Outfall

Descriptions:

#5 shown on site map, Figure C. 36" Flared End Section approximately 50' east of the underground facility.

#1a shown on site map, Figure C. 24" Flared End Section approximately 68' northeast of the underground facility.

#4 shown on site map, Figure C. 36" Flared End Section approximately 75' southeast of the underground facility.

#7 shown on site map, Figure C. 42" Flared End Section approximately 53' southeast of the underground facility.

#2 shown on site map, Figure C. 24" Flared End Section approximately 68' south of the underground facility.

#8 Shown on site map, Figure C. 24" Culvert pipe under sidewalk, swale from pipe to reservoir.

Initial & Annual Maintenance Description for all Outfalls

Initial Maintenance/Repair

- Remove all vegetation from riprap outfall pad.
- Vegetation removed from outfall pad and adjacent area is to be disposed of properly and off site.
- Replace all riprap that may have been displaced during vegetation removal. Riprap shall maintain a drainage swale shape shown in Figure C.
- Remove all sediment, trash and debris accumulated within the flared end section of the pipe and within the riprap outlet pad.
- Sediment, trash, and debris removed from outfall pipe, pad and adjacent area is to be disposed of properly and off site.
- Existing vegetation that has been damaged for maintenance access or operations will be repaired by restoring grade, broadcast/rake dry land native seed mix along with the proper installation of double net straw erosion control blanket.

Annual Maintenance

- Remove all vegetation, sediment, trash, and debris from riprap outfall pad.
- Vegetation, sediment, trash, and debris removed is to be disposed of properly and off site.

FIGURE A

Site Location Map





LongHorn Steakhouse

Tony's Market

Red Robin Gourmet Burgers and Brews

Cold Stone Creamery

S Wadsworth Blvd & W Bowles Ave, Ken...
W Bowles Ave

Columbine Library - Jefferson County...

Chanson Plaza
Air Trampoline Adventure Park

Clement Skate Park

Outfall #7
Vortechs #5
Vortechs #3

Outfall #2
Vortechs #4

Outfall #1a
Vortechs #2

Outfall #5
Vortechs #1

Starbucks

vision Sally Jobe

Concordia On the Lake

Outfall #8

View Pediatrics

Swedish Medical - Southwest ER

S Wadsworth Blvd

W Caley Pl

Caley Dr

W Caley Dr

S Annunzio Way

FIGURE C

Overall Map (Reference Corresponding Outfall Number)

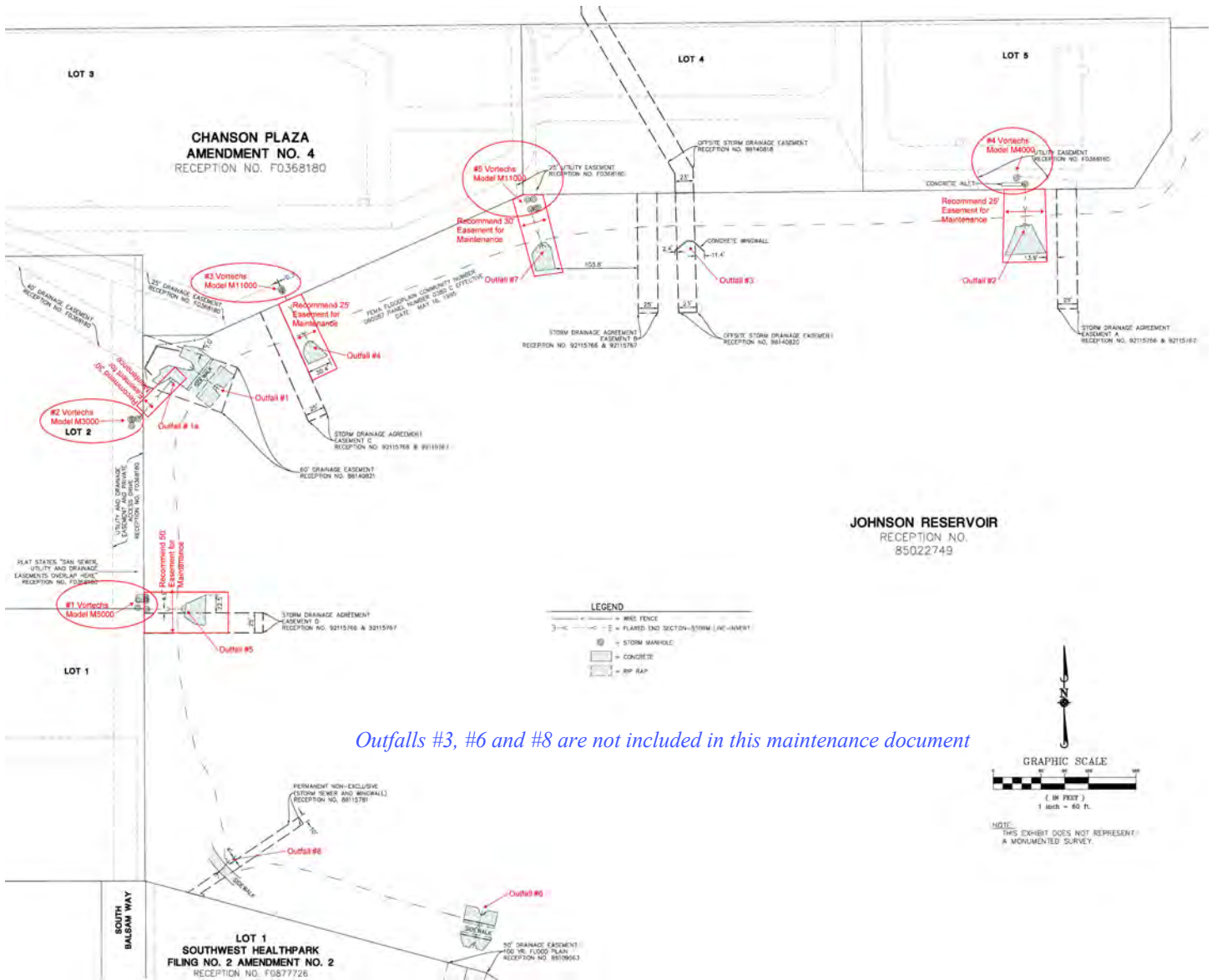
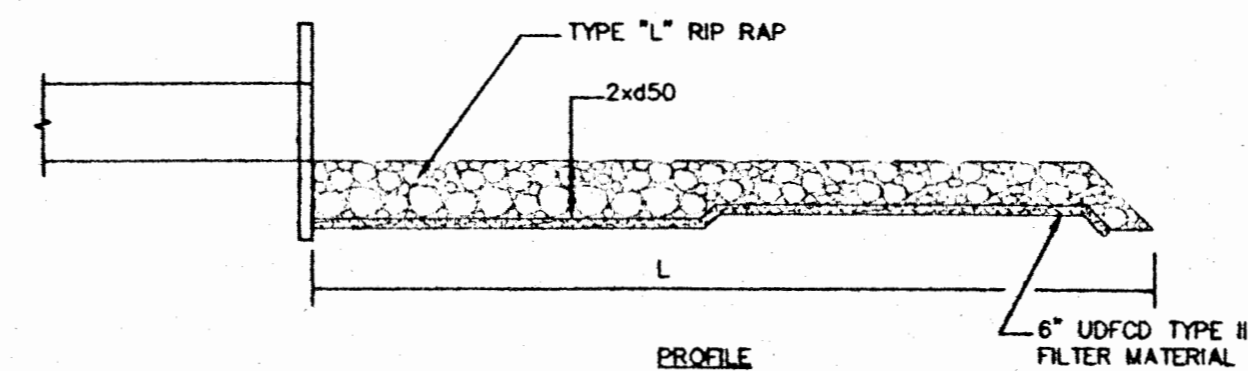
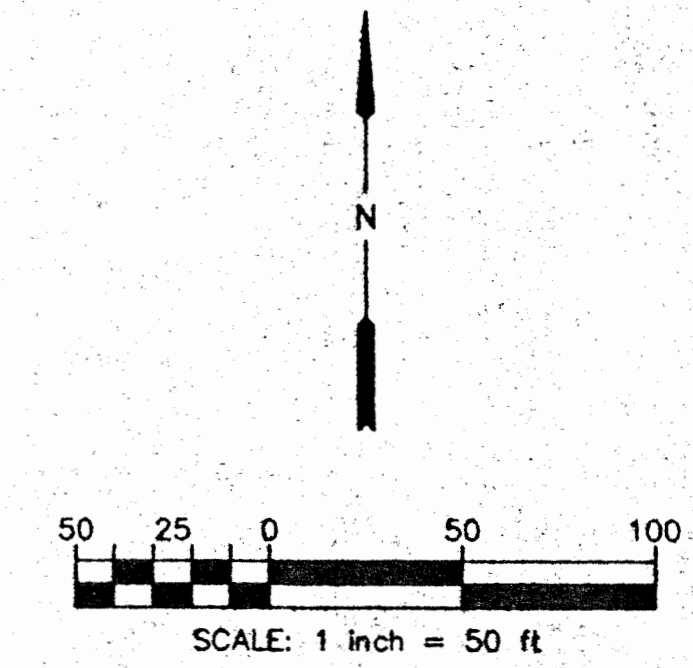
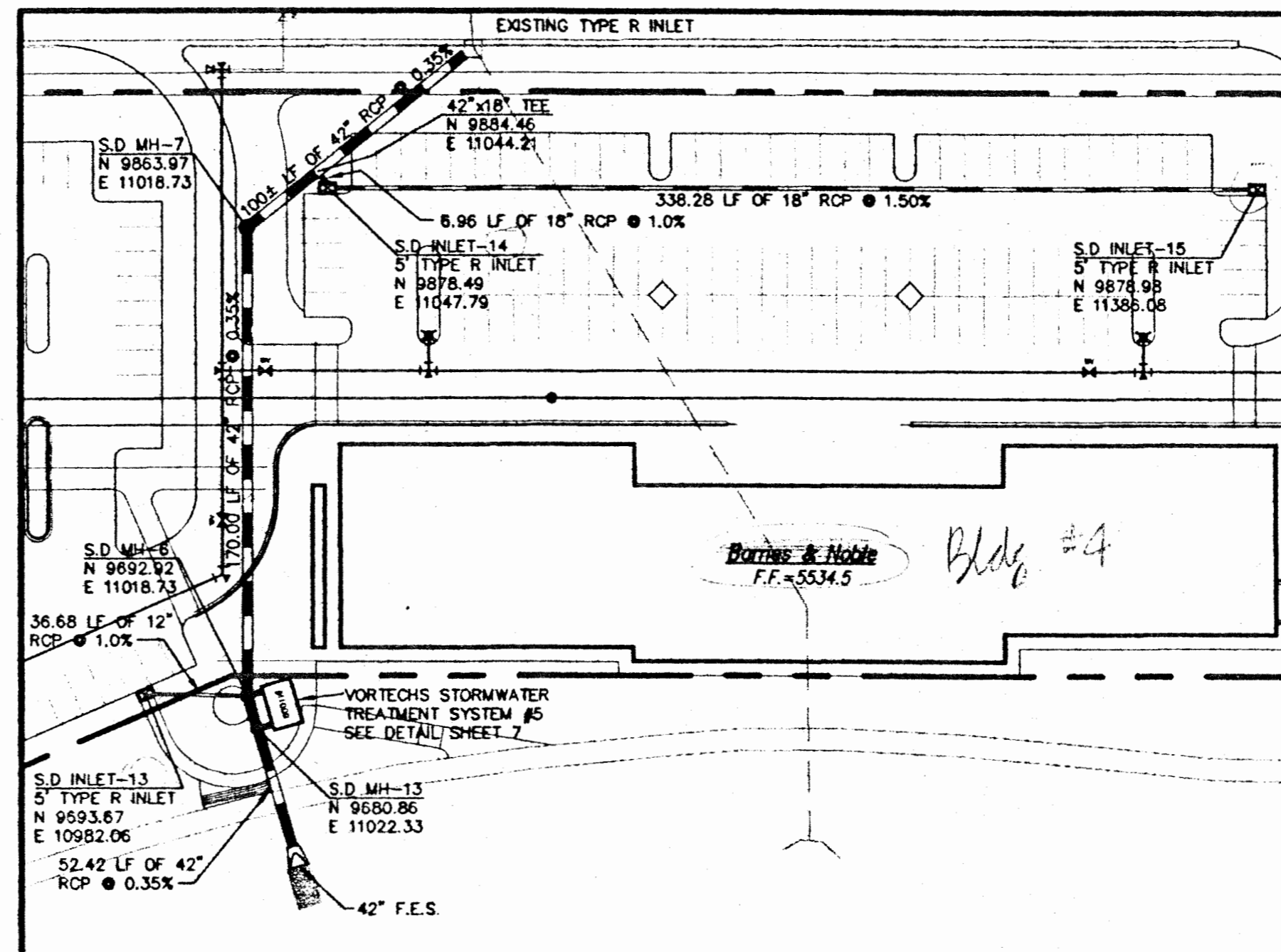
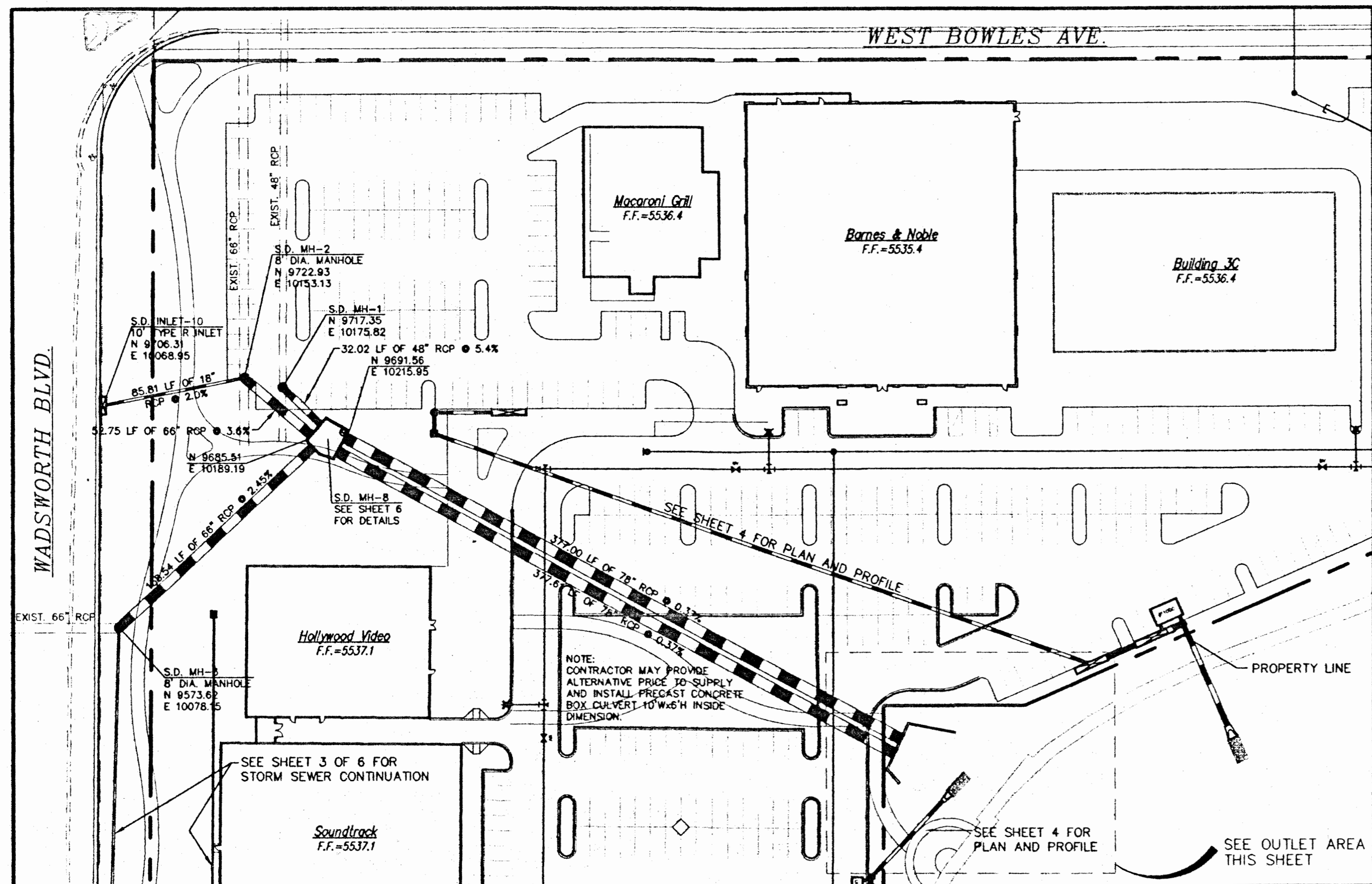
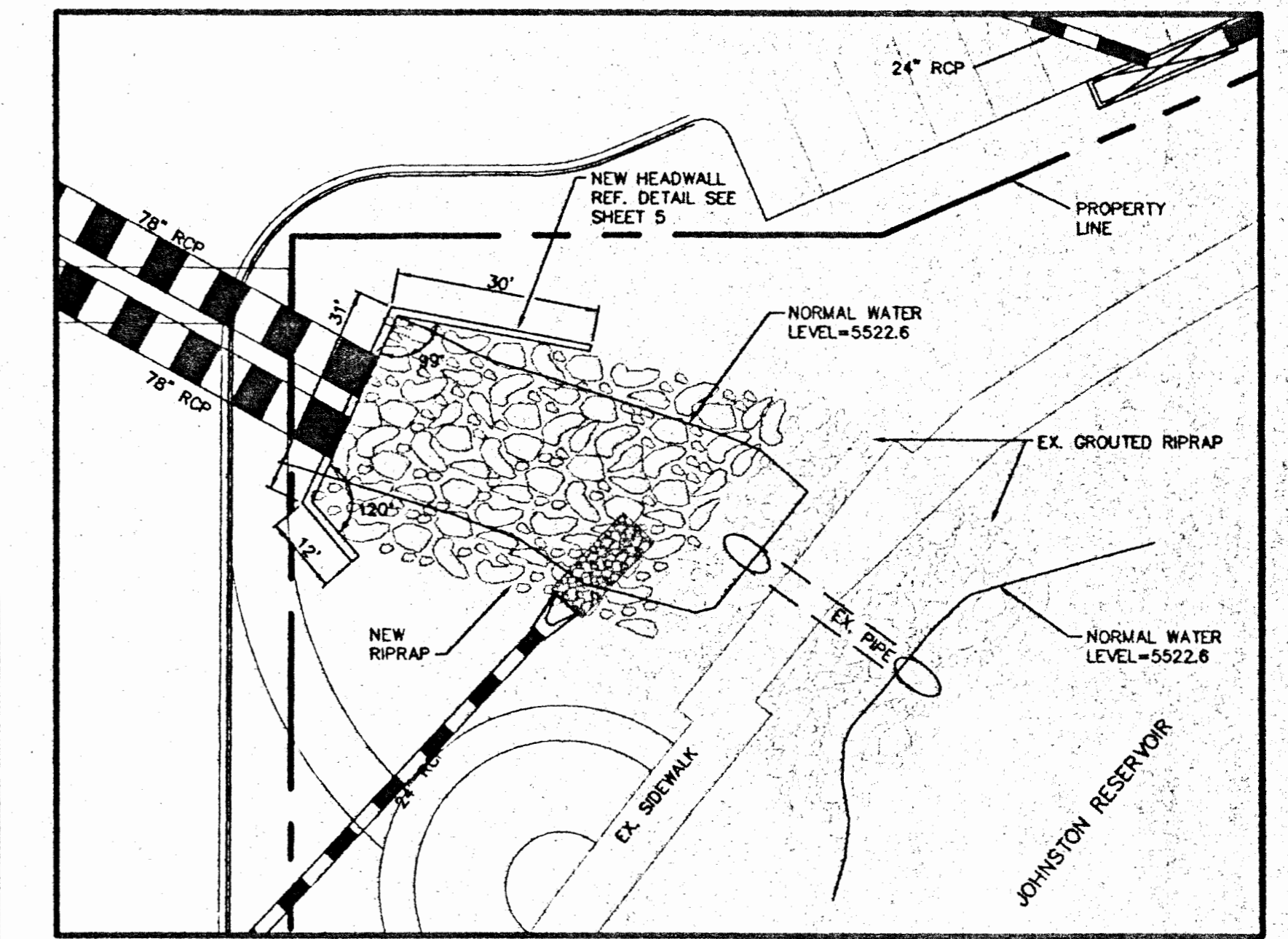


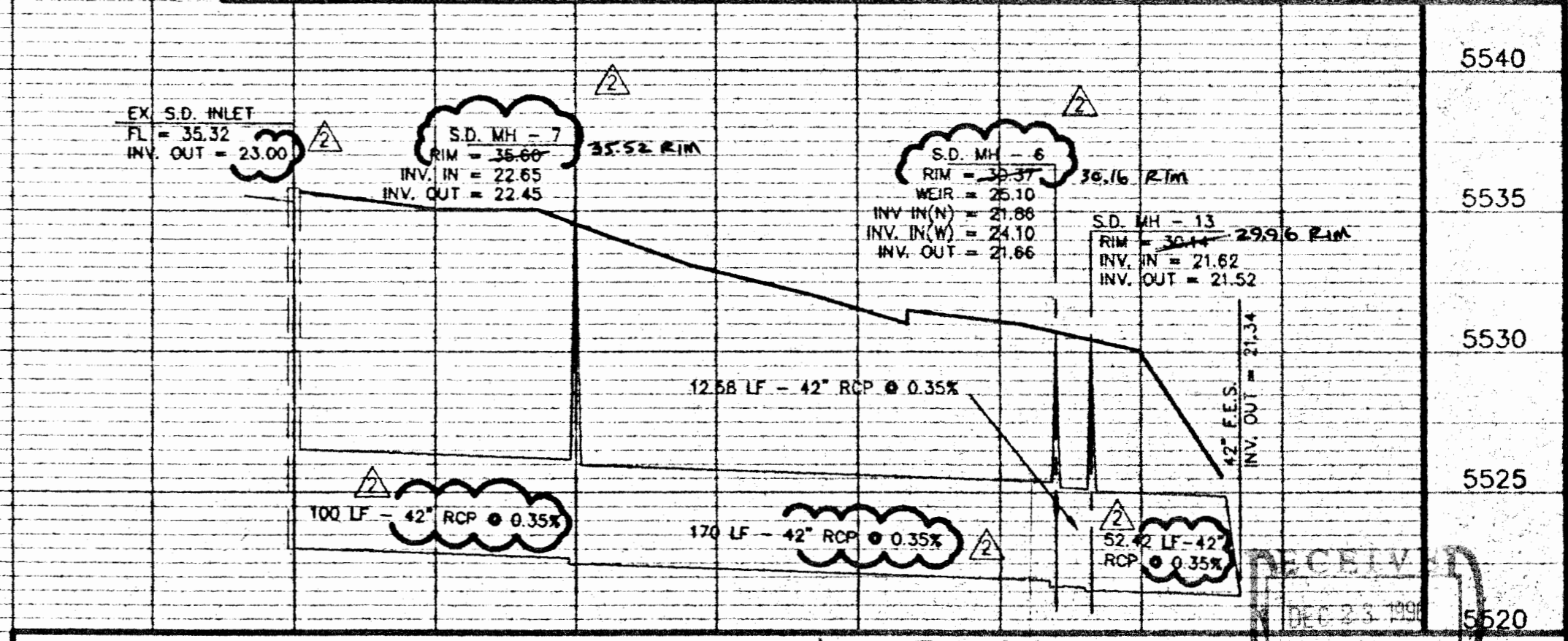
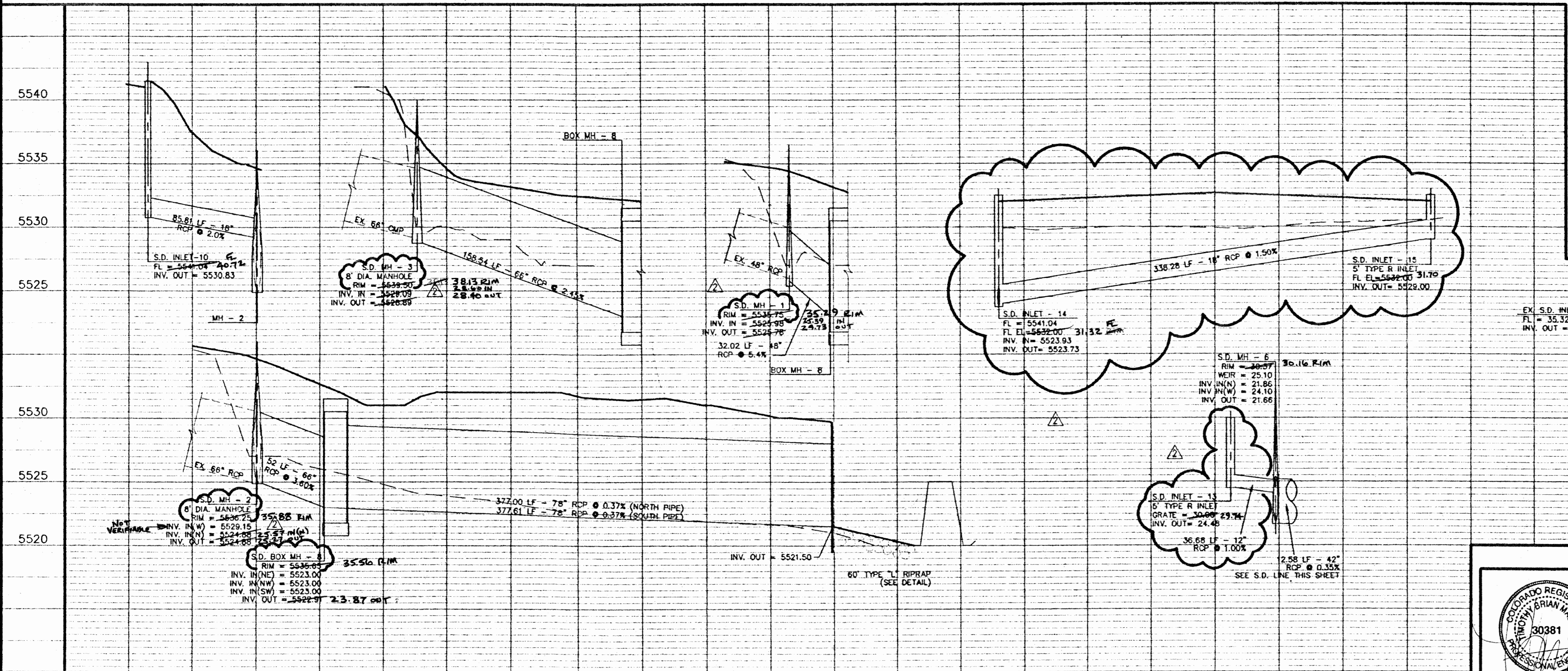
FIGURE D
Civil Plans



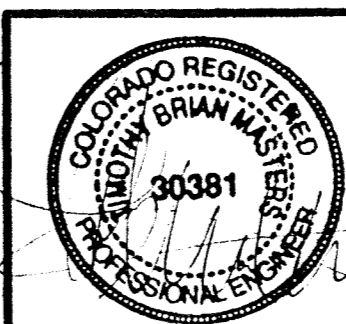
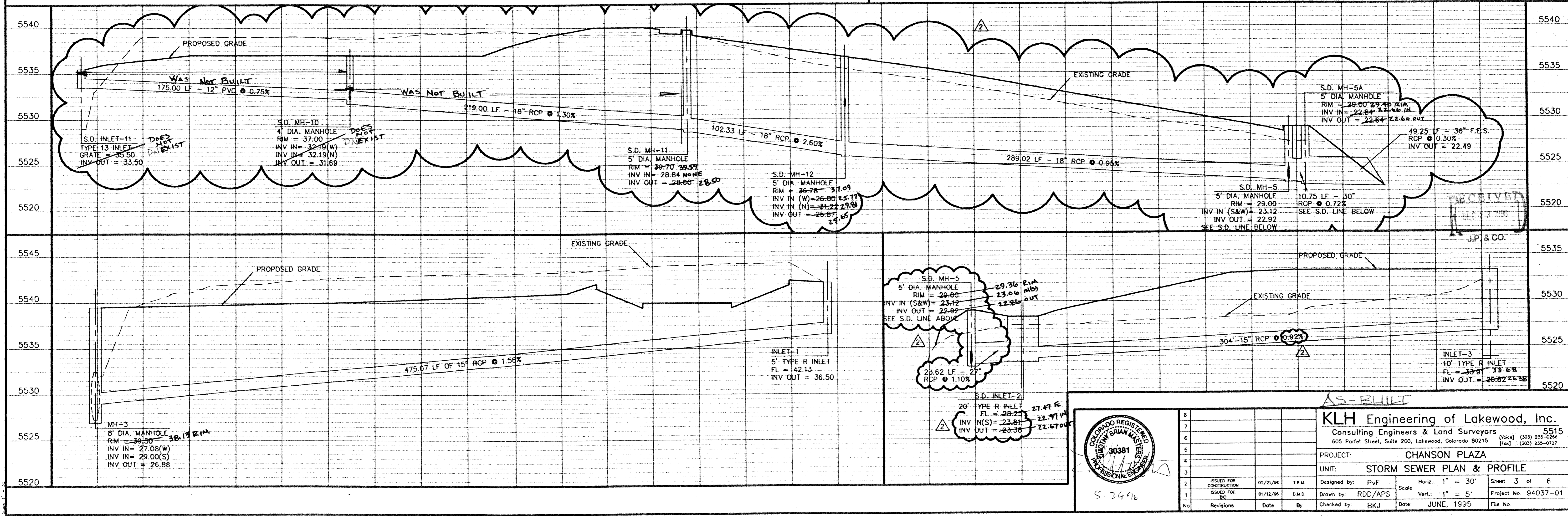
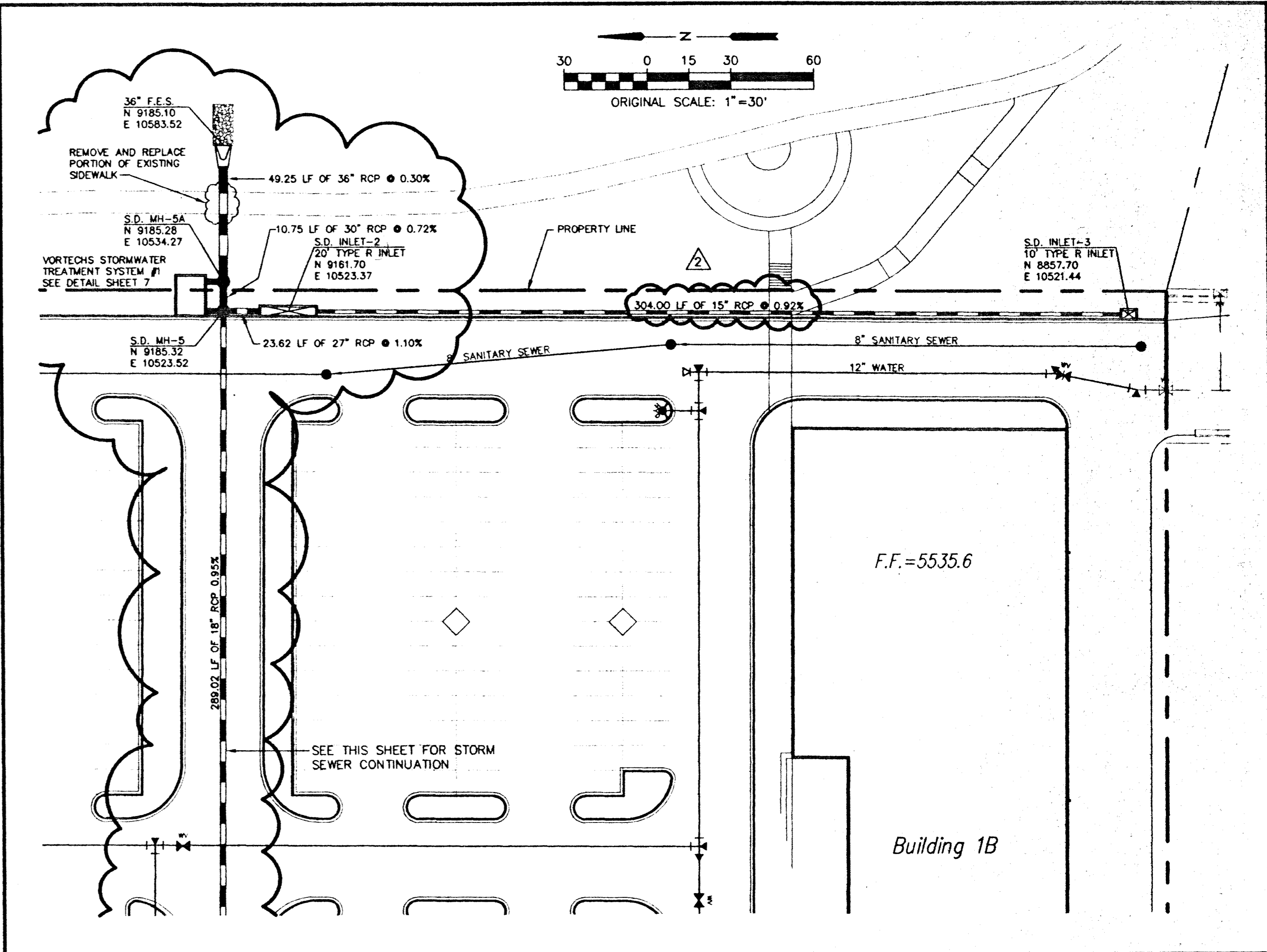
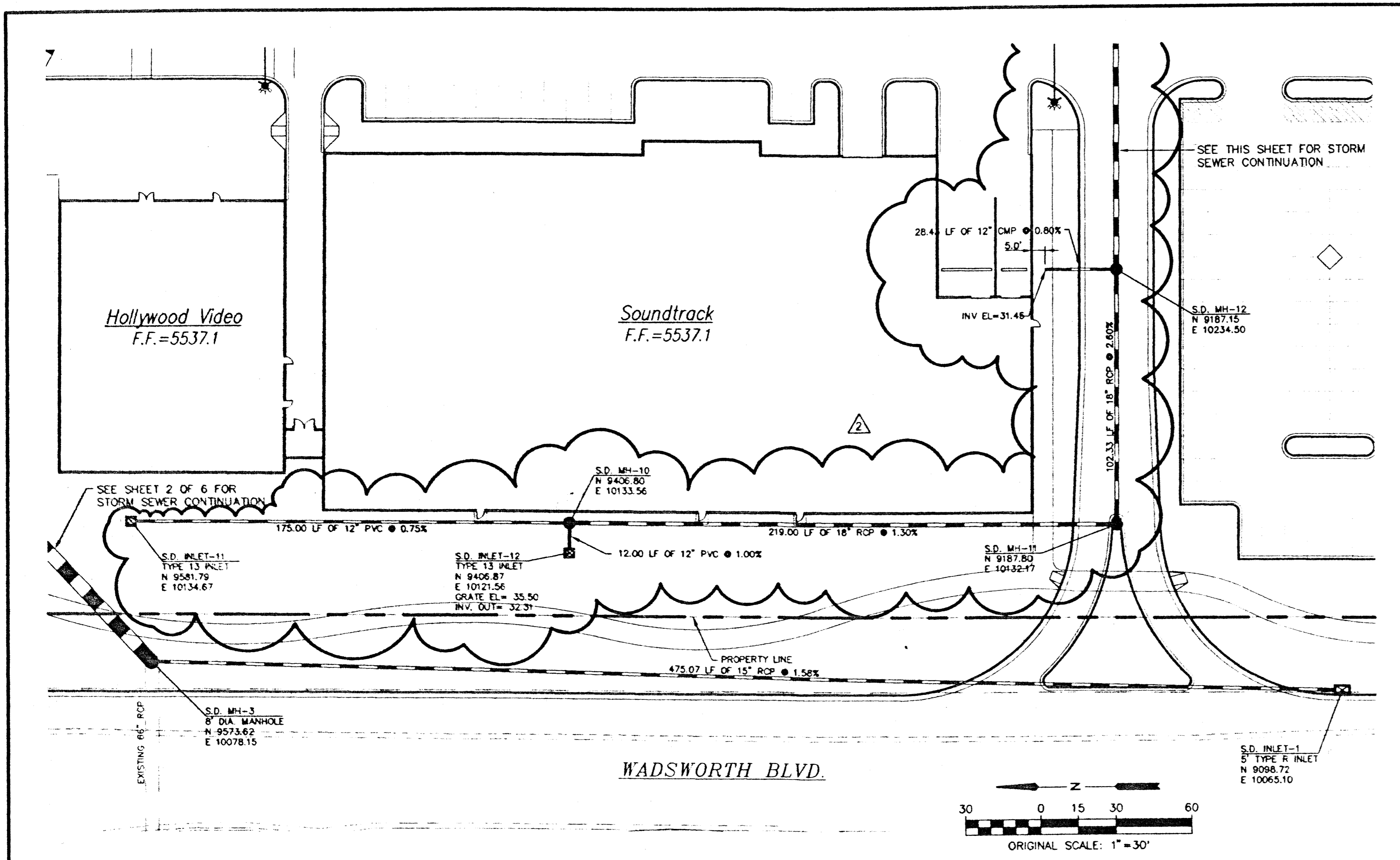
RIPRAP OUTLET EROSION PROTECTION DETAIL
N.T.S.



OUTLET AREA DETAIL
SCALE: 1" = 20'

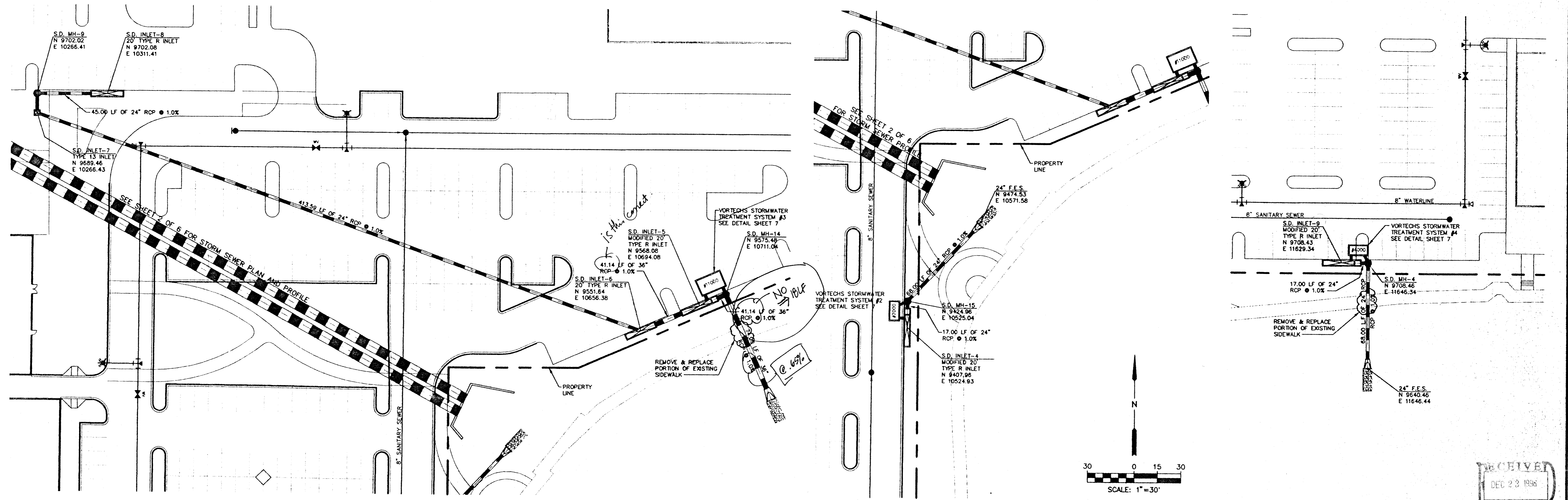


		KLH Engineering of Lakewood, Inc. Consulting Engineers & Land Surveyors 605 Parfet Street, Suite 200, Lakewood, Colorado 80215 (303) 236-0266 (fax) (303) 236-0727	
PROJECT:		CHANSON PLAZA	
UNIT:		STORM SEWER PLAN & PROFILE	
ISSUED FOR CONSTRUCTION	05/21/96	T.B.M.	Designed by: P.V.F.
ISSUED FOR BIDDING	01/12/96	D.M.D.	Drawn by: RDD
Revisions	Date	By	Checked by: BKJ
Date:		JUNE, 1995	
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Vertical:		1" = 5'	
Sheet:		2 of 6	
Project No.:		94037-01	
File No.:			

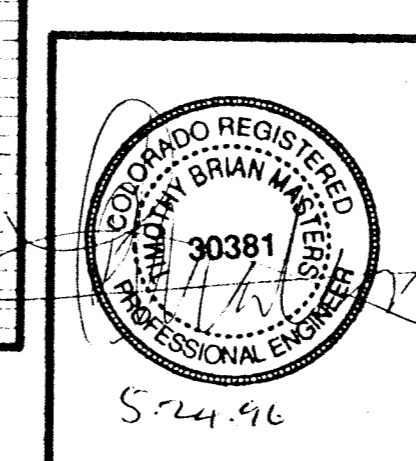
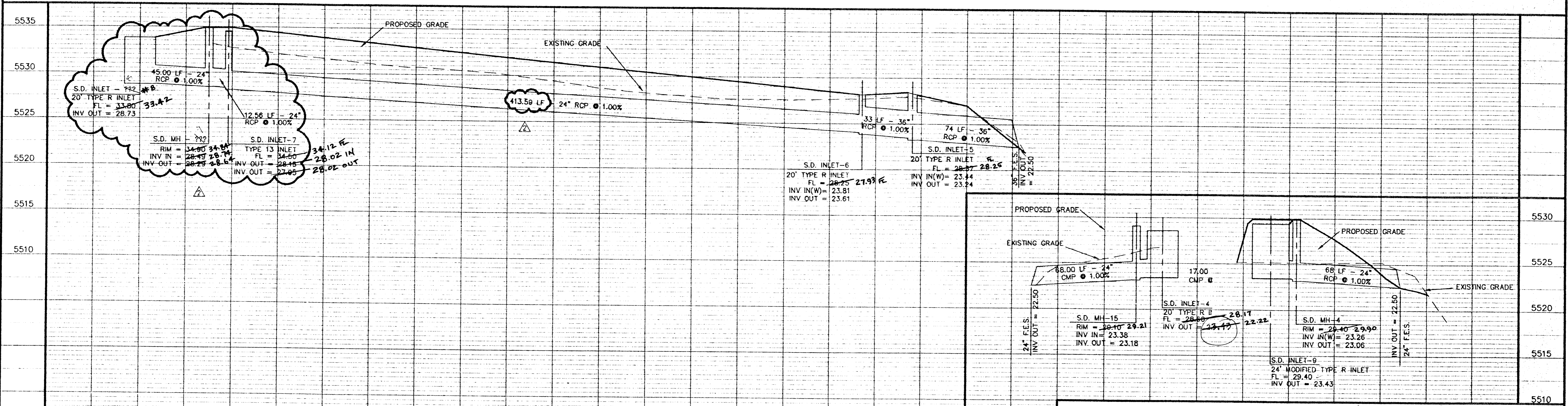


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KLH Engineering of Lakewood, Inc. Consulting Engineers & Land Surveyors 605 Parfet Street, Suite 200, Lakewood, Colorado 80215 (303) 235-0264 (fax) (303) 235-0727	
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UNIT: STORM SEWER PLAN & PROFILE	
ISSUED FOR CONSTRUCTION 05/21/96 T.B.W.	DESIGNED BY: P.V.F. SCALE: Horiz. 1" = 30' Vert. 1" = 5'
ISSUED FOR BID 01/12/96 D.M.D.	DRAWN BY: RDD/APS CHECKED BY: BKJ DATE: JUNE, 1995
NO. 1 REVISIONS	SHEET 3 OF 6 PROJECT NO. 94037-01 FILE NO.



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J.P. & CO.



8					
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3	ISSUED FOR CONSTRUCTION	05/21/94	TBM	Designed by: Pvf	Scale: Horiz: 1" = 30'
2	ISSUED FOR BIDDING	01/12/96	D.M.D.	Drawn by: RDD	Scale: Vert: 1" = 5'
1				Checked by: BKJ	Date: JUNE, 1995
No	Revisions	Date	By	Checked by:	Date

AS-BUILT
KLH Engineering of Lakewood, Inc.
 Consulting Engineers & Land Surveyors
 605 Parfet Street, Suite 200, Lakewood, Colorado 80215
 PROJECT: CHANSON PLAZA
 UNIT: STORM SEWER PLAN & PROFILE
 Sheet 4 of 6
 Project No. 94037-01

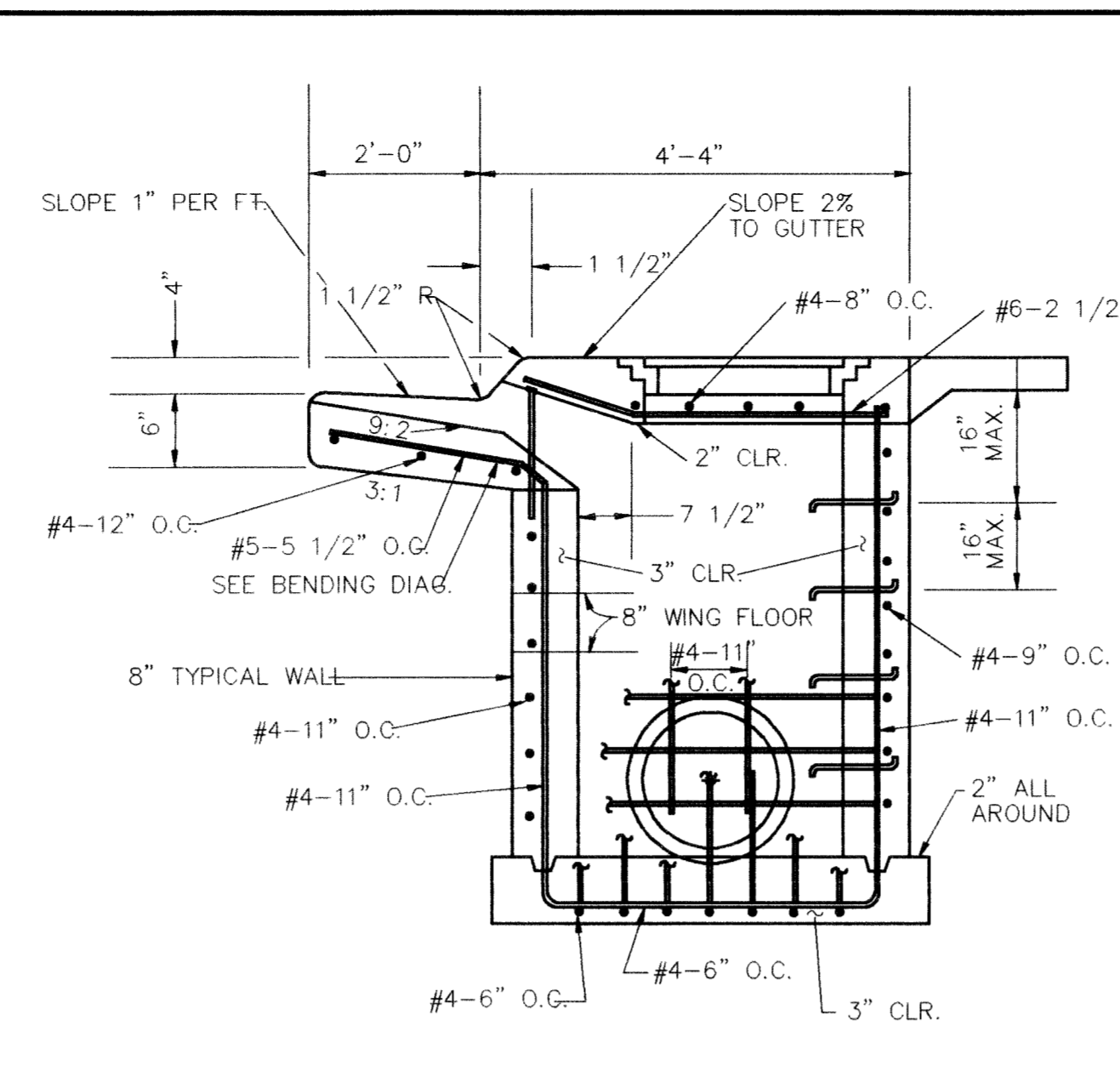
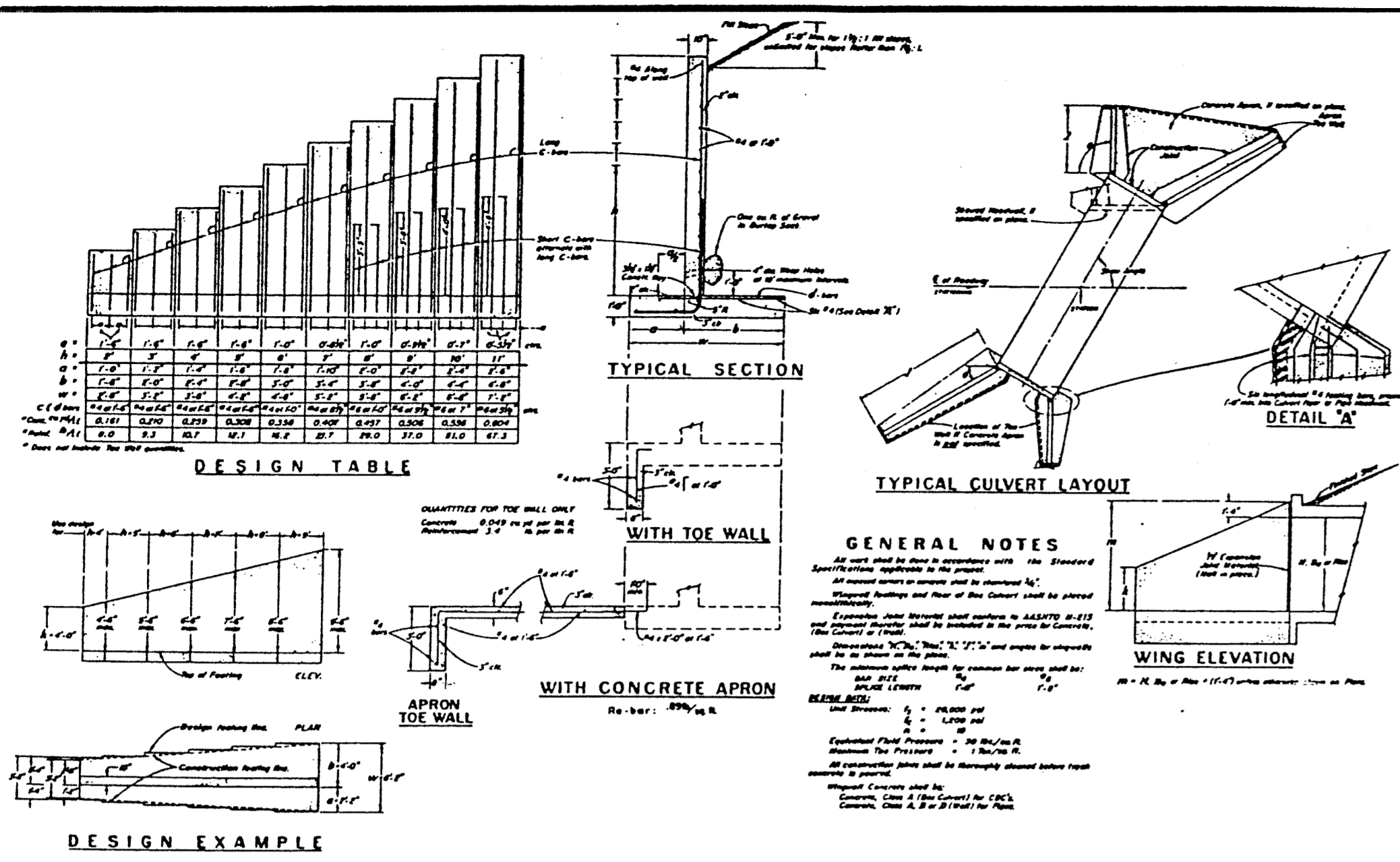
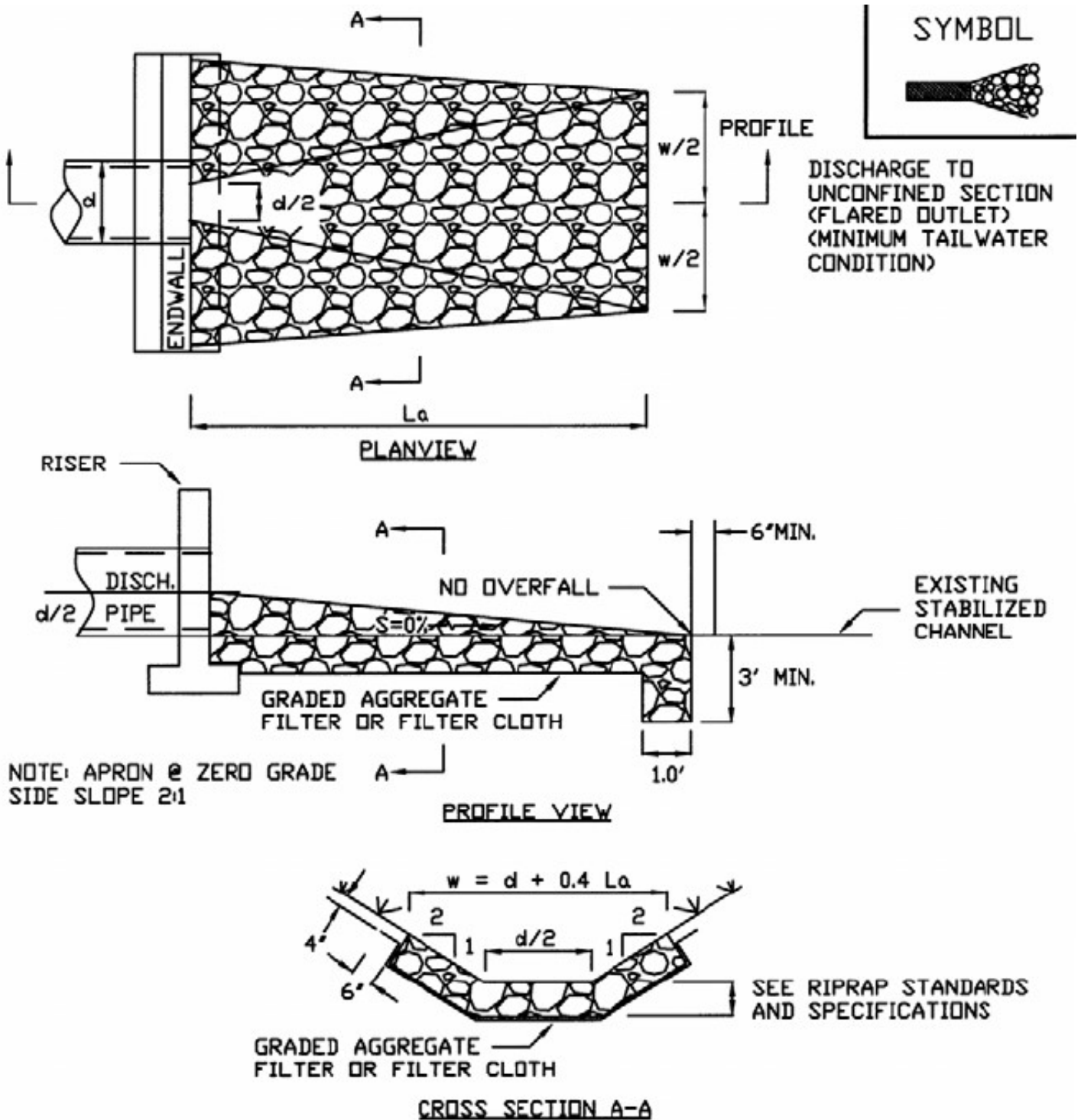


FIGURE E

Outfall Pad Details



TEMPLATE A

Inspection Report

(To be completed Annually and retained in Manual)

TEMPLATE B

Maintenance Log

(To be completed by Contractor and retained in Manual)

Vortech #1 - Outfall #5 Maintenance

Vortech

Maintenance Activitiy	Minimum Frequency	Details	Cost
Flotable Removal	Twice Annually		
Sediment Removal	Twice Annually		
Outlet Works Cleaning	Twice Annually		
Tree Cutting/Access	As Needed		
Structural Repair	As Needed		

Outfall

Maintenance Activitiy	Minimum Frequency	Details	Cost
Trash Removal	Twice Annually		
Vegetation Removal	As needed		
Sediment Removal	As needed		
Riprap Placement	As needed		
Structural Repair	As needed		
Access Damage Repair	As needed		

Vortech #2 - Outfall #1a Maintenance

Vortech

Maintenance Activitiy	Minimum Frequency	Details	Cost
Flotable Removal	Twice Annually		
Sediment Removal	Twice Annually		
Outlet Works Cleaning	Twice Annually		
Tree Cutting/Access	As Needed		
Structural Repair	As Needed		

Outfall

Maintenance Activitiy	Minimum Frequency	Details	Cost
Trash Removal	Twice Annually		
Vegetation Removal	As needed		
Sediment Removal	As needed		
Riprap Placement	As needed		
Structural Repair	As needed		
Access Damage Repair	As needed		

Vortech #3 - Outfall #4 Maintenance

Vortech

Maintenance Activitiy	Minimum Frequency	Details	Cost
Flotable Removal	Twice Annually		
Sediment Removal	Twice Annually		
Outlet Works Cleaning	Twice Annually		
Tree Cutting/Access	As Needed		
Structural Repair	As Needed		

Outfall

Maintenance Activitiy	Minimum Frequency	Details	Cost
Trash Removal	Twice Annually		
Vegetation Removal	As needed		
Sediment Removal	As needed		
Riprap Placement	As needed		
Structural Repair	As needed		
Access Damage Repair	As needed		

Vortech #4 - Outfall #2 Maintenance

Vortech

Maintenance Activitiy	Minimum Frequency	Details	Cost
Flotable Removal	Twice Annually		
Sediment Removal	Twice Annually		
Outlet Works Cleaning	Twice Annually		
Tree Cutting/Access	As Needed		
Structural Repair	As Needed		

Outfall

Maintenance Activitiy	Minimum Frequency	Details	Cost
Trash Removal	Twice Annually		
Vegetation Removal	As needed		
Sediment Removal	As needed		
Riprap Placement	As needed		
Structural Repair	As needed		
Access Damage Repair	As needed		

Vortech #5 - Outfall #7 Maintenance

Vortech

Maintenance Activitiy	Minimum Frequency	Details	Cost
Flotable Removal	Twice Annually		
Sediment Removal	Twice Annually		
Outlet Works Cleaning	Twice Annually		
Tree Cutting/Access	As Needed		
Structural Repair	As Needed		

Outfall

Maintenance Activitiy	Minimum Frequency	Details	Cost
Trash Removal	Twice Annually		
Vegetation Removal	As needed		
Sediment Removal	As needed		
Riprap Placement	As needed		
Structural Repair	As needed		
Access Damage Repair	As needed		

ATTACHMENT A

Photo Documentation

(Before and After Maintenance Photo Documentation to be retained in Manual)



VORTECH 1 OUTFALL 5



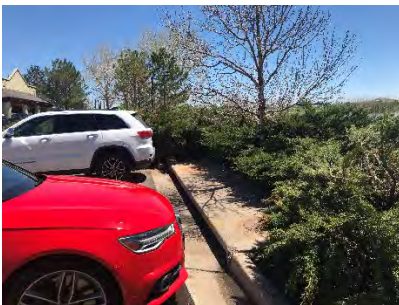
VORTECH 2 OUTFALL 1A



VORTECH 3 OUTFALL 4



VORTECH 5 OUTFALL 7



VORTECH 4 OUTFALL 2



OUTFALL 8



ATTACHMENT B

Contractor Agreement
(To be retained in Manual)

SECTION 14 METROPOLITAN DISTRICT OUTFALL LOCATION EXHIBIT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO

WEST BOWLES AVENUE

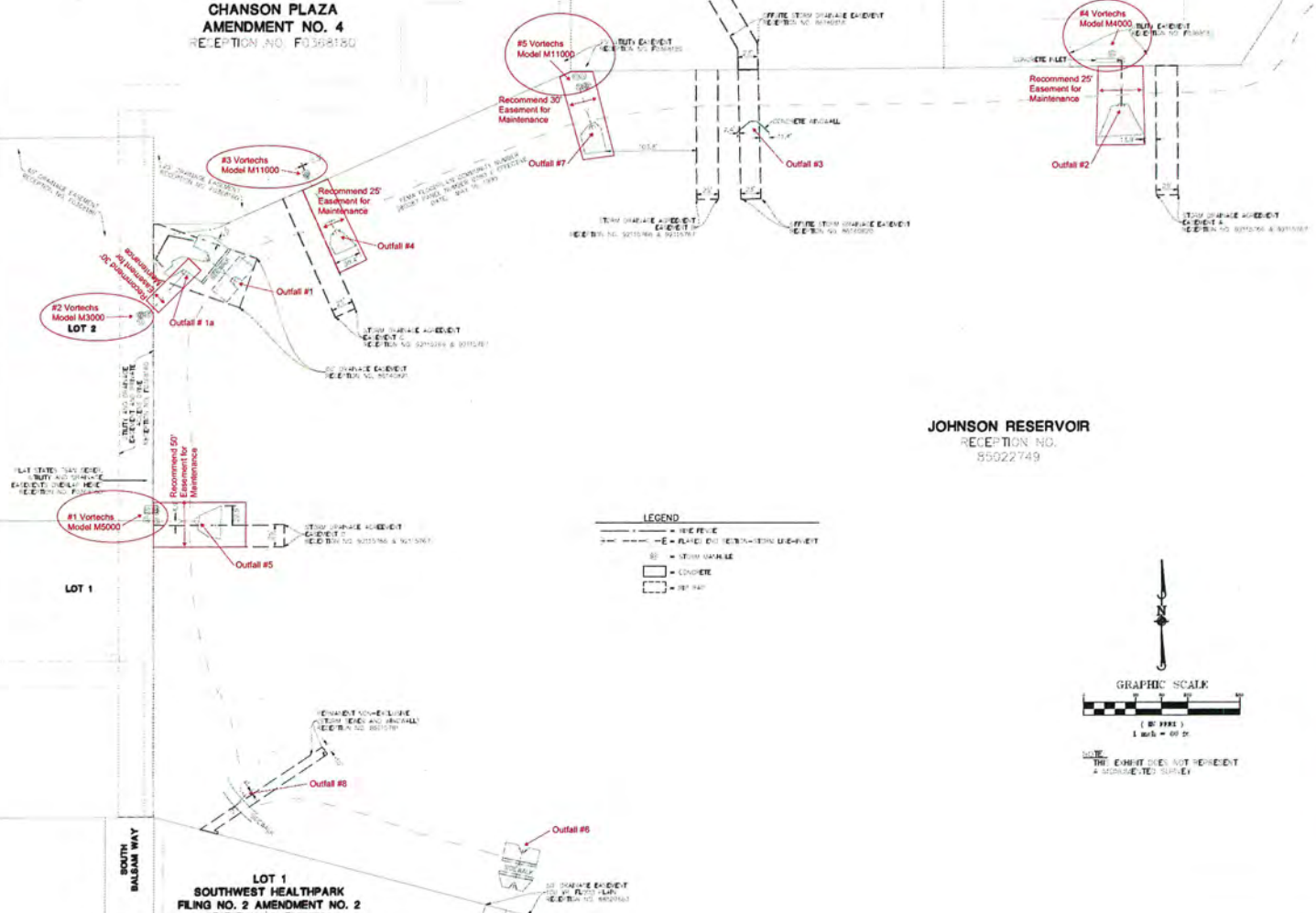
SOUTH WADSWORTH BLVD.

LOT 3

CHANSON PLAZA
AMENDMENT NO. 4
RECEPTION NO. F0368180

LOT 4

LOT 5



JOHNSON RESERVOIR
RECEPTION NO.
85022749

LEGEND
 --- 12" DIAMETER PIPE
 --- 18" DIAMETER PIPE
 [] = CONCRETE
 [] = WET PIT



LOT 1
SOUTHWEST HEALTHPARK
FILING NO. 2 AMENDMENT NO. 2
RECEPTION NO. F087726

SOUTH
BALSAM WAY

Manhard CONSULTING
 330 EAST UNIVERSITY AVENUE, SUITE 100, DENVER, CO 80202
 303.733.8800
 WWW.MANHARDCONSULTING.COM

LOCATED IN THE NW1/4 OF SECTION 23, T5S, R69W, 6TH P.M.
 COUNTY OF JEFFERSON, STATE OF COLORADO
 SECTION 14 METROPOLITAN DISTRICT OUTFALL LOCATION EXHIBIT

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PROJECT NAME	T5S
DATE	03/11/2023
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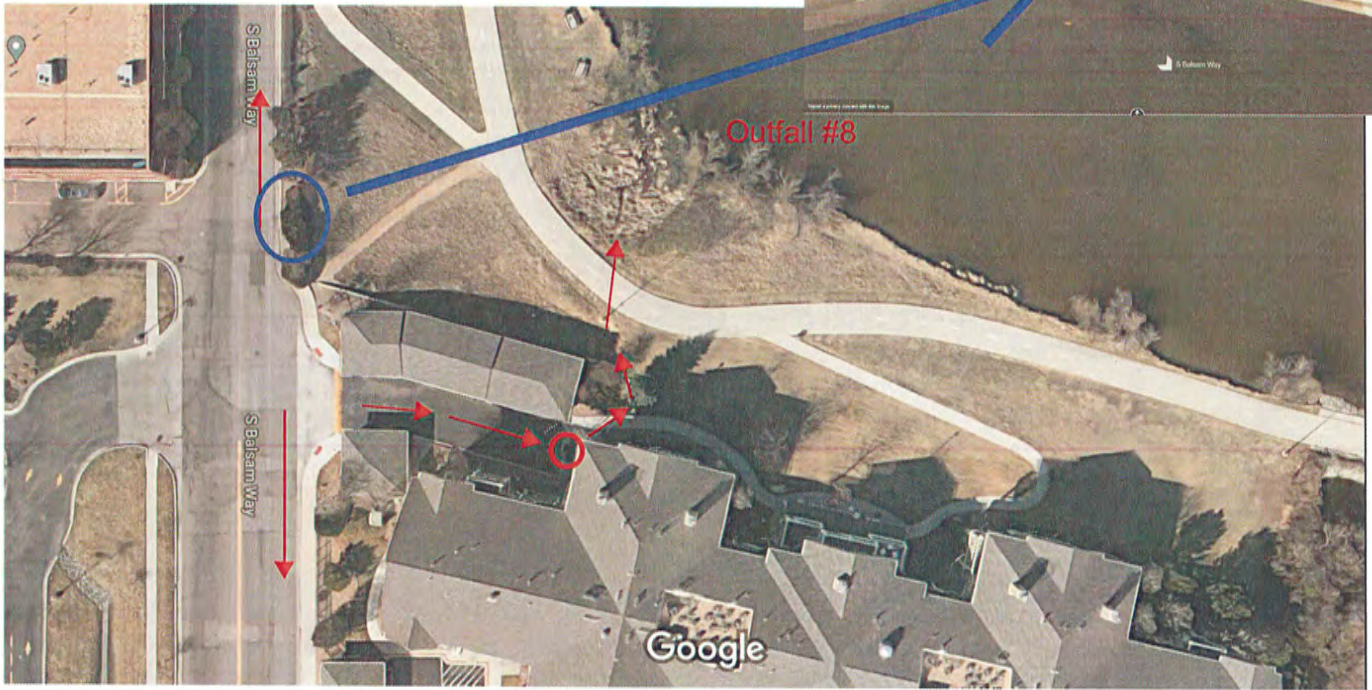
SHEET
1 of 1
 S14JCC001.01

Approximate Location of the 8 Outfall Structures

■■■■■ = approximate boundary of Chanson LLP's Property (Chanson Plaza)

For discussion purposes: "Adjacent" = outfall structure #s 1-5, 7 & 8
"Not Adjacent" = outfall structure #6





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