BASELINE METROPOLITAN DISTRICT NOS. 1-9

NOTICE AND AGENDA OF REGULAR MEETING

BASELINE METROPOLITAN DISTRICT NOS. 1, 2, 4-9

Board of Directors	<u>Office</u>	Term Expiration
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025 Nos. 1, 2 & 4 2027 Nos. 5-9
Josh Kane	Secretary	May 2027
Tim DePeder	Assistant Secretary	May 2027
Karen McShea	Treasurer	May 2025

BASELINE METROPOLITAN DISTRICT NO. 3

Board of Directors	<u>Office</u>	Term Expiration
Kim Perry	President & Chairperson	May 2025
Kyle Harris	Vice President	May 2025
Josh Kane	Secretary	May 2027
Judith Sarro	Assistant Secretary	May 2027
Susan Brunkhardt	Treasurer	May 2025

Date: September 7, 2023 (Thursday)

Time: 1:00 P.M.

Place: MS Teams & Teleconference

Click here to join the meeting

Meeting ID:284 438 844 685; Passcode: PhZpKU

Or call in (audio only)

+1 720-721-3140,,593252724#; Phone Conference ID: 894 678 356#

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. (Pages 1-3)
- D. Public Comment. (Limited to 3-Minutes Per Person).
- E. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes June 1, 2023 and July 6, 2023, Regular Meeting. (Pages 4-15)
- B. Ratification of Payables. (Pages 16-29)
- C. Approval of Unaudited Financial Statements for the period ending June 30, 2023.

Professionally Managed by:
Pinnacle Consulting Group, Inc.
550 W. Eisenhower, Loveland, CO 80537
Phone: 970-617-2477 | FAX: 970-669-3612
District Email: basemdadmin@pegi.com
District Website: www.baselinemd.live

(To Be Distributed Under Separate Cover)

- D. Ratification of Contract Modifications. (Pages 30-31)
- E. Approval of Second Amendment to 2023 Meeting Resolution. (Page 32)
- F. Approval of Second Amendment to 2023 Administrative Matters Resolution. (Page 33)
- G. Approval of Access and Utility Easement with City and County of Broomfield. (Pages 34-134)
- H. Approval of License Agreement with Boulder Creek Baseline, LLC. (Pages 135-141)

III. DISTRICT MANAGER ITEMS

A. District Managers' Report. (Pages 142-144)

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update. (Pages 145-148)
- B. Capital Fund Summary and Capital Needs Assessment Review. (To Be Distributed Under Separate Cover)
- C. Budget Approval and Contracting. (To Be Distributed Under Separate Cover)
 - a. West Sheridan Residential Phase 2 (CFS #11)
 - i. Consider Approval of Master Services Agreement and Work Order 2023-01 with America's Best Striping Company \$7,209.87.
 - b. Southlands (CFS #12)
 - i. Consider Approval of Amended Project Budget \$TBD.
 - c. 160th Avenue (CFS #14)
 - i. Consider Approval of Master Services Agreement and Work Order 2023-01 with Civitas Resources \$TBD.
 - ii. Consider Approval of Amended Project Budget \$TBD.
 - d. Sheridan Parkway Phase 2 (CFS #15)
 - i. Consider Approval of Amended Project Budget \$TBD.
 - e. Monumentation Phase 3. (CFS #23)
 - i. Present Bid Analysis Summary Memorandum Public Signage. (Page 149)
 - ii. Consider Approval of Construction Contract with BSC Signs for Public Signage \$146,079.70.
 - iii. Consider Approval of Amended Project Budget \$TBD. (Pages 150-152)
- D. Consider Approval of Work Orders and Change Orders with MRES for District Project Management Services.

V. FINANCIAL ITEMS

A. Finance Manager's Report. (Pages 153-154)

Professionally Managed by:
Pinnacle Consulting Group, Inc.
550 W. Eisenhower, Loveland, CO 80537
Phone: 970-617-2477 | FAX: 970-669-3612
District Email: basemdadmin@pegi.com
District Website: www.baselinemd.live

VI. **LEGAL ITEMS**

- A. Consideration and Approval of City and County of Broomfield Improvement and Maintenance Agreement for Preble Creek Drainageway.
- B. Consideration and Approval of First Amendment to Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement. (Pages 155-164)

VII. **DIRECTOR ITEMS**

VIII. **OTHER MATTERS**

EXECUTIVE SESSION – If necessary, pursuant to pursuant to § 24-6-402(4)(b), C.R.S. IX. for the purpose of receiving legal advice on specific legal questions.

X. **ADJOURNMENT**

The next Regular Meeting is scheduled for October 5, 2023

Professionally Managed by: Pinnacle Consulting Group, Inc. 550 W. Eisenhower, Loveland, CO 80537 Phone: 970-617-2477 | FAX: 970-669-3612 District Email: <u>basemdadmin@pcgi.com</u>

District Website: www.baselinemd.live

MINUTES OF THE COORDINATED REGULAR MEETING OF THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1-9

HELD June 1, 2023

The Boards of Directors of the Baseline Metropolitan District Nos. 1-9 held a coordinated regular meeting, open to the public, via MS Teams at 1:00 p.m. on Thursday, June 1, 2023.

<u>ATTENDANCE</u> <u>Directors in Attendance</u>: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson

Josh Kane, Secretary

Tim DePeder, Assistant Secretary

Directors Absent, but Excused:

Kyle Harris, Vice President

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson

Josh Kane, Secretary

Susan Brunkhardt, Secretary/Treasurer

Judith Sarro, Director

Directors Absent, but Excused:

Kyle Harris, Vice President

Also in Attendance Were:

Alan Pogue; Icenogle Seaver Pogue, P.C.

Karen McShea, Jim Niemczyk, Mike McBride, and Griffin Barlow;

McWhinney.

Shannon McEvoy, Sarah Bromley, Bryan Newby, Jordan Wood, Brendan Campbell, Irene Buenavista, Casey Milligan, Stanley Holder, and Adam

Brix; Pinnacle Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 1:03 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED MEETING

The Districts met in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Baseline Metropolitan District No. 1, with concurrence by Baseline Metropolitan Districts Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

CONFLICT OF INTEREST DISCLOSURE Mr. Pogue noted that notices of potential conflicts of interest for Board Members employed by McWhinney Real Estate Services, Inc. were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as some Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the Districts. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPOINTMENT OF DIRECTORS

The Boards addressed there is one interested candidate to fill one vacancy on the Board of Directors. Upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, it was unanimously

RESOLVED to appoint Karen McShea to the Board of Directors for District Nos. 1, 2, 4-9 to fill the term expiring in 2025, and to serve in the position of Treasurer.

APPROVAL OF AGENDA

The Boards considered the agenda. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as amended, to reflect the following changes to Capital Item IV.:

- C. Budget Approval and Contracting.
 - 2. West Sheridan Residential Phase 2. (CFS #11)

- a. Consider Ratification of Master Services. Agreement and Work Order 2023-01 with Precision Pavement Marking Company - \$990.00.
- 3. Parkside West Phase 3. (CFS #18)
 - a. Consider Approval of Amended Project Budget- \$TBD.
- D. Consider Approval of Erosion Control Project Budget \$210,000.00.

PUBLIC COMMENT

There were no members of the public present.

CONSENT AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes April 6, 2023, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.

Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the consent agenda as presented.

DISTRICT MANAGER

ITEMS

<u>Manager's Report</u>: Mrs. Bromley presented the Manager's report to the Boards and answered questions. Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

First Amendment to 2023 Annual Administrative Matters Resolution: Ms. Bromley presented to the Board the First Amendment to the 2023 Annual Administrative Matters Resolution to include the new website link https://baselinemetrodistricts.live and answered questions. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Kane, and upon vote, unanimously carried, it was

RESOLVED to approve the First Amendment to the 2023 Annual Administrative Matters Resolution.

First Amendment to 2023 Annual Meeting Resolution: Ms. Bromley presented to the Board the First Amendment to the 2023 Annual Meeting

Resolution to include the new website link https://baselinemetrodistricts.live and answered questions. Following review and discussion, upon a motion duly made by Director DePeder, seconded by Director Kane, and upon vote, unanimously carried, it was

RESOLVED to approve the First Amendment to the 2023 Annual Meeting Resolution.

<u>Capital</u> <u>Infrastructure</u> <u>Items</u> <u>Capital Infrastructure Report</u>: Mr. Holder reviewed the District Capital Infrastructure Report with the Boards and answered questions.

<u>Capital Fund Summary and Capital Needs Assessment</u>: Mr. Holder presented the Capital Fund Summary to the Boards and answered questions. Mr. Niemczyk reviewed the Capital Needs Assessment with the Boards and answered questions.

General Capital (CFS #1): Mr. Niemczyk presented to the Boards the Master Service Agreement and Work Order 2023-01 with Birch Ecology in the amount of \$55,400.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and upon vote, unanimously carried, it was

RESOLVED to approve the Master Service Agreement and Work Order 2023-01 with Birch Ecology in the amount of \$55,400.00.

West Sheridan Residential Phase 2 (CFS #11): Mr. Holder presented to the Boards the Master Services Agreement and Work Order 2023-01 with Precision Pavement Marking Company in the amount of \$990.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and upon vote, unanimously carried, it was

RESOLVED to approve the Master Service Agreement and Work Order 2023-01 with Precision Pavement Marking Company in the amount of \$990.00.

<u>Parkside West Phase 3 (CFS #18)</u>: Mr. McBride discussed with the Boards the amended project budget for Parkside West Phase 3 (CFS #18) and answered questions. Following review and discussion, upon motion duly made by Director DePeder, seconded by Director Kane, and, upon vote, unanimously carried, it was

RESOLVED to approve the amended project budget for Parkside West Phase 3 (CFS #18).

Erosion Control Project Budget: Mr. Niemczyk presented to the Boards a recommendation to create a new budget within the 2023 calendar year for the general purpose of soil management and weed mitigation/erosion control measures in the amount of \$210,000.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and, upon vote, unanimously carried, it was

RESOLVED to approve the Erosion Control Project Budget in the amount of \$210,000.00.

FINANCIAL ITEMS

<u>Finance Manager's Report</u>: Ms. Buenavista presented the Finance Manager's Report to the Boards and answered questions.

LEGAL ITEMS

Resolution Regarding District Facilities, and in connection therewith,
Rules for Use of Park Facilities, Application for First Amendment
Demonstration Permit, and Event License Agreement: Mr. Pogue
presented to the Boards the Resolution Regarding District Facilities, and in
connection therewith, Rules for Use of Park Facilities, Application for First
Amendment Demonstration Permit, and Event License Agreement and
answered questions. Following review and discussion, upon motion duly
made by Director Kane, seconded by Director DePeder, and, upon vote,
unanimously carried, it was

RESOLVED to approve the Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement.

First Amendment to Improvement Acquisition and Reimbursement
Agreement with NP Industrial Three, LLC: Mr. Pogue presented to the
Boards the First Amendment to Improvement Acquisition and
Reimbursement Agreement with NP Industrial Three, LLC and answered
questions. Following review and discussion, upon motion duly made by
Director Kane, seconded by Director DePeder, and, upon vote,
unanimously carried, it was

RESOLVED to approve the First Amendment to Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC.

Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC: Mr. Pogue presented to the Boards the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Three, LLC.

Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC: Mr. Pogue presented to the Boards the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution Accepting Capital Costs for Flex Industrial Phase 3 offsite roadway rough grading/over excavation pursuant to the Improvement Acquisition and Reimbursement Agreement with NP Industrial Four, LLC.

OTHER MATTERS	There were no other matters brought before the Boards
EXECUTIVE SESSION	There was no need for an Executive Session.

ADJOURNMENT	There being no further business to come before the Boards, the meeting was adjourned at 2:11 p.m.
	Respectfully submitted,
	Jordan Wood Recording Secretary for the Meeting

MINUTES OF THE COORDINATED REGULAR MEETING OF THE BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1-9

HELD July 6, 2023

The Boards of Directors of the Baseline Metropolitan District Nos. 1-9 held a coordinated regular meeting, open to the public, via MS Teams at 1:00 p.m. on Thursday, July 6, 2023.

<u>ATTENDANCE</u> <u>Directors in Attendance</u>: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson

Kyle Harris, Vice President

Tim DePeder, Assistant Secretary

Karen McShea, Treasurer

Directors Absent, but Excused:

Josh Kane, Secretary

<u>Directors in Attendance</u>: (District No. 3)

Kim Perry, President & Chairperson

Kyle Harris, Vice President Susan Brunkhardt, Treasurer Judith Sarro, Assistant Secretary

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<u>Directors Absent, but Excused</u>:

Josh Kane, Secretary

Also in Attendance Were:

Deborah Early; Icenogle Seaver Pogue, P.C.

Jim Niemczyk, Mike McBride, Amanda Dwight, and Griffin Barlow;

McWhinney.

John Cutler; John Cutler & Associates, LLC.

Shannon McEvoy, Sarah Bromley, Bryan Newby, Jordan Wood, Brendan Campbell, Irene Buenavista, Stanley Holder, and Adam Brix; Pinnacle

Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 1:02 p.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED MEETING

The Districts met in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Baseline Metropolitan District No. 1, with concurrence by Baseline Metropolitan Districts Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

CONFLICT OF INTEREST DISCLOSURE Ms. Early noted that notices of potential conflicts of interest for Board Members employed by McWhinney Real Estate Services, Inc. were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as some Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the Districts. Ms. Early advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

SLATE OF OFFICERS

The Boards addressed District No. 3 officers. Upon motion duly made by Director Harris, seconded by Director Brunkhardt and, upon vote, it was unanimously

RESOLVED to assign Director Sarro to serve as the Assistant Secretary for District No. 3 and assign Director Brunkhardt to serve as Treasurer for District No. 3.

APPROVAL OF AGENDA The Boards considered the agenda. Following review and discussion, upon motion duly made by Director Harris, seconded by Director DePeder and, upon vote, it was unanimously

RESOLVED to approve the agenda, as presented.

PUBLIC COMMENT There were no members of the public present.

<u>DIRECTOR</u> There were no Director Comments.

<u>CONSENT AGENDA</u> The Boards considered the following items on the consent agenda:

- A. Ratification of Payables.
- B. Ratification of Contract Modifications.
- C. Review and Consider Approval of Unaudited Financial Statements for the period ending March 31, 2023.

Following review and discussion, upon motion duly made by Director Sarro, seconded by Director Harris and, upon vote, it was unanimously

RESOLVED to approve the consent agenda as presented.

DISTRICT MANAGER ITEMS <u>Manager's Report</u>: Ms. Bromley presented the Manager's report to the Boards and answered questions. Mr. Brix discussed Operations and Maintenance updates with the Boards and answered questions.

<u>CAPITAL</u> <u>INFRASTRUCTURE</u> ITEMS <u>Capital Infrastructure Report</u>: Mr. Holder and Mr. Niemczyk reviewed the District Capital Infrastructure Report with the Boards and answered questions.

<u>Capital Fund Summary and Capital Needs Assessment</u>: Mr. Holder presented the Capital Fund Summary to the Boards and answered questions. Mr. Niemczyk reviewed the Capital Needs Assessment with the Boards and answered questions.

West Sheridan Residential Phase 2 (CFS #11): Mr. Niemczyk discussed with the Boards the recommendation for an amended project budget for the West Sheridan Residential Phase 2 (CFS #11) in the amount of \$285,038.00 and answered questions. Following review and discussion, upon motion duly made by Director McShea, seconded by Director Harris, and upon vote, it was unanimously

RESOLVED to approve the amended project budget for West Sheridan Residential Phase 2 (CFS #11) in the amount of \$285,038.00.

Master Service Agreement and Work Order 2023-01: Mr. Holder presented to the Boards the Master Service Agreement and Work Order 2023-01 with Down to Earth Compliance for Erosion Control and General Maintenance Services in the amount of \$5,000.00 and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder, and upon vote, it was unanimously

RESOLVED to approve the Master Service Agreement and Work Order 2023-01 with Down to Earth Compliance for Erosion Control and General Maintenance Services in the amount of \$5,000.00.

FINANCIAL ITEMS

2022 Audited Financial Statements for District No. 1: Mr. Cutler reviewed the 2022 Audited Financial Statements for District No. 1 and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

RESOLVED to approve the 2022 Audited Financial Statements for District No. 1 subject to final review by management.

<u>Finance Manager's Report</u>: Ms. Buenavista presented the Finance Manager's Report to the Boards and answered questions.

LEGAL ITEMS

Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC: Ms. Early presented to the Boards the Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

RESOLVED to approve the Temporary Construction Easement Agreement with DD Sheridan 7.84, LLC.

<u>License Agreement with Dream Finders Homes, LLC</u>: Ms. Early presented to the Boards the License Agreement with Dream Finders Homes, LLC and answered questions. Following review and discussion, upon motion duly made by Director Harris, seconded by Director McShea, and, upon vote, it was unanimously

RESOLVED to approve the License Agreement with Dream Finders Homes, LLC. City and County of Broomfield Improvement and Maintenance Agreement for Preble Creek Drainageway: This item was tabled until the August 2023 Board Meeting. SB23-110 – Annual Community Meeting: Ms. Early discussed with the Boards the new Senate Bill requiring an Annual Community Meeting (SB23-110) and answered questions. **DIRECTOR ITEMS** There we no Director Items. **OTHER MATTERS** There were no other matters brought before the Boards. There was no need for an Executive Session. EXECUTIVE SESSION There being no further business to come before the Boards, the meeting was ADJOURNMENT adjourned at 1:43 p.m. Respectfully submitted,

> Jordan Wood Recording Secretary for the Meeting

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TOTAL 22.28 Bill Pmt -Check N/A 06/27/2023 United Power 1-11005 · Checking - First Bank TOTAL 1-51400 · Utilities 4.50 4.50 4.50 Bill Pmt -Check Bill.com 06/30/2023 Hall Contracting LLC 1072 · Bill.com Money Out Clearing Bill App 10 05/15/2023 3-55301 · Project-Direct 79,214.74		Bill Pmt -Check	N/A	06/27/2023 United Power	1-11005 · Checking - First Bank		
TOTAL 22.28 Bill Pmt -Check N/A 06/27/2023 United Power 1-11005 · Checking - First Bank TOTAL 1-51400 · Utilities 4.50 4.50 4.50 Bill Pmt -Check Bill.com 06/30/2023 Hall Contracting LLC 1072 · Bill.com Money Out Clearing Bill App 10 05/15/2023 3-55301 · Project-Direct 79,214.74		Bill	19336600 05.23	05/31/2023	1-51400 · Utilities	22.28	
Bill 18297000 05.23 05/31/2023 1-51400 · Utilities 4.50 4.50 1.50	TOTAL						
TOTAL 4.50 Bill Pmt -Check Bill.com 06/30/2023 Hall Contracting LLC 1072 · Bill.com Money Out Clearing Bill App 10 05/15/2023 3-55301 · Project-Direct 79,214.74		Bill Pmt -Check	N/A	06/27/2023 United Power	1-11005 · Checking - First Bank		
TOTAL 4.50 Bill Pmt -Check Bill.com 06/30/2023 Hall Contracting LLC 1072 · Bill.com Money Out Clearing Bill App 10 05/15/2023 3-55301 · Project-Direct 79,214.74		Bill	18297000 05.23	05/31/2023	1-51400 · Utilities	4.50	
Bill App 10 05/15/2023 3-55301 · Project-Direct 79,214.74	TOTAL						
		Bill Pmt -Check	Bill.com	06/30/2023 Hall Contracting LLC	1072 · Bill.com Money Out Clearing		
		Bill	App 10	05/15/2023	3-55301 · Project-Direct	79,214.74	
	TOTAL						

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App No 18	05/15/2023		3-55301 · Project-Direct	9,311.45 9,311.45
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501235	05/15/2023		3-55234 · Engineering	4,240.25 4,240.25
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24497	05/15/2023		3-55553 · Project Administration	937.50 937.50
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24509	05/15/2023		3-55183 · Project Administration	1,162.50 1,162.50
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24510	05/15/2023		3-55303 · Project Administration	2,587.50 2,587.50
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501225	05/15/2023		3-55244 · Engineering	12,430.19 12,430.19
	Bill Pmt -Check	Bill.com	06/30/2023	Premier Earthworks & Infastructure	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	231004.01	05/15/2023		3-55301 · Project-Direct	23,478.92 23,478.92
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24503	05/15/2023		3-55543 · Project Administration	1,050.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24500	05/15/2023		3-55363 · Project Administration	1,237.50 1,237.50
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501226	05/15/2023		3-55304 · Engineering	1,704.45 1,704.45
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24499	05/15/2023		3-51040 · Capital-General District Mgmt	2,587.50 2,587.50
	Bill Pmt -Check	Bill.com	06/30/2023	Kumar & Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	215533	05/15/2023		3-55304 · Engineering	2,830.00 2,830.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24633	05/15/2023		3-55243 · Project Administration	1,050.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App No 4	05/15/2023		3-55361 · Project Direct	27,841.62 27,841.62
	Bill Pmt -Check	Bill.com	06/30/2023	BrightView Landscape Development	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	8316144	05/15/2023		3-55301 · Project-Direct	31,156.00 31,156.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24502	05/15/2023		3-55333 · Project Administration	450.00 450.00
	Bill Pmt -Check	Bill.com	06/30/2023	Ground Engineering Consultants, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	211063.0-19	05/15/2023		3-55204 · Engineering	7,185.50 7,185.50
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24507	05/15/2023		3-55143 · Project Administration	1,087.50 1,087.50
	Bill Pmt -Check	Bill.com	06/30/2023	Kumar & Associates, Inc.	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	213539	05/15/2023		3-55304 · Engineering	937.50 937.50
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	389421	05/15/2023		3-55372 · Project Management	14,278.79 14,278.79
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24505	05/15/2023		3-55393 · Project Administration	2,100.00
	Bill Pmt -Check	Bill.com	06/30/2023	Kumar & Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	212956	05/15/2023		3-55304 · Engineering	2,270.00
	Bill Pmt -Check	Bill.com	06/30/2023	Campos EPC, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	35484	05/15/2023		3-51060 · Capital-General Engineering	15,154.54 15,154.54
	Bill Pmt -Check	Bill.com	06/30/2023	Campos EPC, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	35640	05/15/2023		3-51060 · Capital-General Engineering	1,272.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24504	05/15/2023		3-55203 · Project Administration	3,637.50 3,637.50
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24496	05/15/2023		3-55423 · Project Administrator	595.00 595.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000500924	05/15/2023		3-55334 ⋅ Engineering	7,050.00 7,050.00
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App 19	05/15/2023		3-55201 · Project-Direct	81,772.73 81,772.73
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	389417	05/15/2023		3-55342 · Project Management	11,253.00 11,253.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24498	05/15/2023		3-55213 · Project Administration 3-55215 · Permits, Fees and Other	1,012.50 94.16 1,106.66
	Bill Pmt -Check	Bill.com	06/30/2023	Kumar & Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	212336	05/15/2023		3-55304 · Engineering	1,442.50 1,442.50
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24508	05/15/2023		3-55343 · Project Administration	900.00
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App No 10	05/15/2023		3-55391 ⋅ Project Direct	145,087.05 145,087.05
	Bill Pmt -Check	Bill.com	06/30/2023	Harris Kocher Smith	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	180635.59	05/15/2023		3-55394 · Engineering	1,200.00
	Bill Pmt -Check	Bill.com	06/30/2023	Ground Engineering Consultants, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	211063.0-20	05/15/2023		3-55204 · Engineering	6,443.00 6,443.00
	Bill Pmt -Check	Bill.com	06/30/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24506	05/15/2023		3-55233 · Project Administration	450.00 450.00
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	389422	05/15/2023		3-55392 · Project Management	20,858.90
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	389419	05/15/2023		3-55362 · Project Management	7,690.85 7,690.85
	Bill Pmt -Check	Bill.com	06/30/2023	Harris Kocher Smith	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	211246.15	05/15/2023		3-55374 - Engineering	4,730.40 4,730.40

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	389418	05/15/2023		3-55552 · Project Management	10,970.40
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	389433	05/15/2023		3-51170 · Capital-General Master Planning	834.00 834.00
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	App # 2	05/15/2023		3-55341 · Project Direct	568.10 568.10
	Bill Pmt -Check	Bill.com	06/30/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	Application 2	05/15/2023		3-55551 · Project Direct	150,753.42 150,753.42
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501230	05/15/2023		3-55424 · Engineering	1,510.00 1,510.00
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	0000501224	05/15/2023		3-55204 · Engineering	5,400.00 5,400.00
	Bill Pmt -Check	Bill.com	06/30/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	389423	05/15/2023		3-55242 · Project Management	7,749.00
	Bill Pmt -Check	Bill.com	06/30/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501228	05/15/2023		3-55334 · Engineering	1,357.50 1,357.50
	Bill Pmt -Check	Bill.com	06/30/2023	Prairie Mountain Media	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	Ad 1977967	05/15/2023		3-55265 · Permits, Fees and Other	105.60 105.60
	Check		06/30/2023		2-11014 · UMB 2018 Custody 148769.1	
TOTAL					2-44000 · Interest and Other Income - DSF	0.15
	Check		06/30/2023		2-11015 · UMB 2018 Pledged Rev 148769.2	
TOTAL					2-52020 · Bank Fees	1,295.92 1,295.92
	Check		06/30/2023		1-11030 · UMB Addl Obligations 148769.3	
TOTAL					1-44000 · Interest and Other Income	262.07 262.07
	Bill Pmt -Check	N/A	07/06/2023	Bill.com	1-11005 · Checking - First Bank	
TOTAL	Bill	23070054151	06/30/2023		1-51120 · Office and Other	169.58 169.58

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	07/07/2023 D.I.N.S	S. Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	2022-071-1	05/15/2023		3-55301 · Project-Direct	6,915.87 6,915.87
	Bill Pmt -Check	Bill.com	07/07/2023 D.I.N.S	S. Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	2022-041-3	05/15/2023		3-55301 · Project-Direct	30,808.93 30,808.93
	Bill Pmt -Check	Bill.com	07/07/2023 D.I.N.S	S. Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	2022-071CO1	05/15/2023		3-55301 · Project-Direct	4,870.50 4,870.50
	Bill Pmt -Check	Bill.com	07/07/2023 D.I.N.S	S. Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	2022-071CO4	05/15/2023		3-55301 · Project-Direct	12,588.40 12,588.40
	Bill Pmt -Check	Bill.com	07/07/2023 D.I.N.S	S. Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	2022-071CO5	05/15/2023		3-55301 · Project-Direct	1,234.75 1,234.75
	Bill Pmt -Check	N/A	07/12/2023 City ar	nd County of Broomfield- xx6731	1-11005 · Checking - First Bank	
TOTAL	Bill	172146731 06.23	06/22/2023		1-51400 · Utilities	11.45 11.45
	Bill Pmt -Check	N/A	07/12/2023 City a	nd County of Broomfield- xx6732	1-11005 · Checking - First Bank	
TOTAL	Bill	172146732 05.23	05/25/2023		1-51400 · Utilities	11.45
	Bill Pmt -Check	N/A	07/12/2023 City a	nd County of Broomfield- xx6732	1-11005 · Checking - First Bank	
TOTAL	Bill	172146732 06.23	06/22/2023		1-51400 · Utilities	11.45
	Bill Pmt -Check	N/A	07/12/2023 City a	nd County of Broomfield- xx6732	1-11005 · Checking - First Bank	
TOTAL	Bill	172146732 04.23	04/27/2023		1-51400 · Utilities	10.16
	Bill Pmt -Check	N/A	07/12/2023 City a	nd County of Broomfield- xx6731	1-11005 · Checking - First Bank	
TOTAL	Bill	172146731 05.23	05/25/2023		1-51400 · Utilities	11.45
	Bill Pmt -Check	N/A	07/12/2023 City a	nd County of Broomfield- xx6731	1-11005 · Checking - First Bank	
TOTAL	Bill	172146731 04.23	04/27/2023		1-51400 · Utilities	10.16
	Bill Pmt -Check	N/A	07/26/2023 United	i Power	1-11005 · Checking - First Bank	
TOTAL	Bill	19336600 06.23	06/30/2023		1-51400 · Utilities	22.28
	Bill Pmt -Check	N/A	07/26/2023 United	i Power	1-11005 · Checking - First Bank	
TOTAL	Bill	17971400 06.23	06/30/2023		1-51400 · Utilities	22.28

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	N/A	07/26/2023	United Power	1-11005 · Checking - First Bank	
	Bill	18297000 06.23	06/30/2023		1-51400 · Utilities	22.42
TOTAL						22.42
	Liability Check	E-pay	07/28/2023	United States Treasury	1-11005 · Checking - First Bank	
					1-24000 · Payroll Liabilities	316.20
					1-24000 · Payroll Liabilities	316.20
					1-24000 · Payroll Liabilities	73.95
TOTAL					1-24000 · Payroll Liabilities	73.95 780.30
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	Bill	168625	06/30/2023		1-52904 · Irrigation Repair & Upgrade	593.19
TOTAL						593.19
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
	Bill	166548	05/31/2023		1-52101 · Manicured Landscaping O&M	8,603.75
TOTAL	5	100040	00/01/2020		1 02 101 - Maintena Landscaping Gain	8,603.75
	Bill Pmt -Check	Bill.com	07/28/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
	Bill	24679	06/30/2023		1-51045 · Facilities Management	6,020.00
					1-51000 · Accounting	7,630.00
					1-51040 · District Management	6,965.00
					1-51120 · Office and Other	54.37
TOTAL						20,669.37
	Bill Pmt -Check	Bill.com	07/28/2023	Icenogle Seaver Pogue, P.C.	1072 · Bill.com Money Out Clearing	
	Bill	23812	06/30/2023		1-51110 · Legal	12,007.34
					1-51050 · Elections	159.68
TOTAL						12,167.02
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	Bill	167207	06/09/2023		1-52904 · Irrigation Repair & Upgrade	170.11
TOTAL						170.11
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
	Bill	167637	06/23/2023		1-52904 · Irrigation Repair & Upgrade	703.48
TOTAL						703.48
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
	Bill	167130	06/07/2023		1-52110 · Site Cleanup	975.00
TOTAL	Dill	107130	00/01/2023		1-32110 · Site Gleanup	975.00
	Bill Pmt -Check	Bill.com	07/28/2023	High Plains Environmental Center	1072 · Bill.com Money Out Clearing	
	Bill	2602	06/01/2023		1-52107 · Native Area O&M	1,112.92
TOTAL						1,112.92
	Bill Pmt -Check	Bill.com	07/28/2023	UMB Bank, N.A.	1072 · Bill.com Money Out Clearing	
	Bill	950061	06/08/2023		2-54020 · Trustee & Paying Agent Fees	3,000.00
TOTAL						3,000.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	07/28/2023	Frontier Environmental Services, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	1103.4	06/20/2023		1-52403 · Storm Structure Maintenance	2,470.88 2,470.88
	Bill Pmt -Check	Bill.com	07/28/2023	John Cutler & Associates	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	063023	06/30/2023		1-51010 · Audit	4,000.00
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	167346	06/12/2023		1-52902 · Wood Mulch Replacement	2,597.49 2,597.49
	Bill Pmt -Check	Bill.com	07/28/2023	Star Playground	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	INV11729A_Baseline	06/13/2023		1-52702 · Playground O&M	495.00 495.00
	Bill Pmt -Check	Bill.com	07/28/2023	Environmental Designs, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	167454	06/16/2023		1-52904 · Irrigation Repair & Upgrade	922.21 922.21
	Bill Pmt -Check	Bill.com	07/28/2023	UMB Bank, N.A.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	950062	06/08/2023		2-54020 · Trustee & Paying Agent Fees	4,000.00
	Bill Pmt -Check	Bill.com	07/28/2023	Utility Notification Center of Colorado	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	223060191	06/30/2023		1-51400 · Utilities	287.67 287.67
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App #11	06/15/2023		3-55391 · Project Direct	222,590.14
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24640	06/15/2023		3-55203 · Project Administration	1,687.50 1,687.50
	Bill Pmt -Check	Bill.com	08/02/2023	Kimley-Horn and Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	196570000-0423	06/15/2023		3-55424 · Engineering	5,360.00 5,360.00
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394140	06/15/2023		3-55362 · Project Management	7,690.85 7,690.85
	Bill Pmt -Check	Bill.com	08/02/2023	Flatirons, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	74337-65528	06/15/2023		3-55304 · Engineering	1,240.00 1,240.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	08/02/2023	Kumar & Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	221008	06/15/2023		3-55304 · Engineering	130.00 130.00
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394141	06/15/2023		3-55372 · Project Management	14,278.79 14,278.79
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24641	06/15/2023		3-55393 · Project Administration	2,205.00 2,205.00
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24643	06/15/2023		3-55343 · Project Administration	1,462.50 1,462.50
	Bill Pmt -Check	Bill.com	08/02/2023	Prairie Mountain Media	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	Ad 1981729	06/15/2023		3-55395 · Permits, Fees and Other	216.48 216.48
	Bill Pmt -Check	Bill.com	08/02/2023	Arthouse Design	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	1189	06/15/2023		3-55544 · Engineering	10,050.00
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App #3	06/15/2023		3-55551 · Project Direct	315,011.20 315,011.20
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24644	06/15/2023		3-55303 - Project Administration	3,262.50 3,262.50
	Bill Pmt -Check	Bill.com	08/02/2023	Flatirons, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	74373-65534	06/15/2023		3-55204 · Engineering	6,915.00 6,915.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	08/02/2023	Kimley-Horn and Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	196570000-0523	06/15/2023		3-55424 · Engineering	8,215.00 8,215.00
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App No 11	06/15/2023		3-55371 · Project Direct	134,225.56 134,225.56
	Bill Pmt -Check	Bill.com	08/02/2023	Harris Kocher Smith	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	180635.60	06/15/2023		3-55394 · Engineering	1,170.00 1,170.00
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394139	06/15/2023		3-55552 · Project Management	10,970.40
	Bill Pmt -Check	Bill.com	08/02/2023	Harris Kocher Smith	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	180635.58	06/15/2023		3-55394 · Engineering	11,510.00 11,510.00
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394142	06/15/2023		3-55392 · Project Management	20,858.90
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App #2	06/15/2023		3-55331 · Project Direct	76,863.55 76,863.55
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394143	06/15/2023		3-55242 · Project Management	7,749.00 7,749.00
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App 20	06/15/2023		3-55201 · Project-Direct	71,574.70 71,574.70
	Bill Pmt -Check	Bill.com	08/02/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501261	06/15/2023		3-55244 · Engineering	11,497.69 11,497.69
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24638	06/15/2023		3-55243 · Project Administration	975.00 975.00
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24635	06/15/2023		3-55553 · Project Administration	1,350.00 1,350.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	08/02/2023	Wenk Associates, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501264	06/15/2023		3-55424 · Engineering	4,000.00 4,000.00
	Bill Pmt -Check	Bill.com	08/02/2023	Earth Engineering Consultants, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	1234040.1	06/15/2023		3-55554 · Engineering	2,412.40 2,412.40
	Bill Pmt -Check	Bill.com	08/02/2023	Hall Contracting LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App 11	06/15/2023		3-55301 · Project-Direct	71,116.05 71,116.05
	Bill Pmt -Check	Bill.com	08/02/2023	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	0000501262	06/15/2023		3-55304 · Engineering	1,824.31 1,824.31
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	24637	06/15/2023		3-55363 · Project Administration	1,125.00 1,125.00
	Bill Pmt -Check	Bill.com	08/02/2023	Prairie Mountain Media	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	Ad 1983855	06/15/2023		3-55545 · Permits, Fees and Other	184.80 184.80
	Bill Pmt -Check	Bill.com	08/02/2023	Harris Kocher Smith	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	211246.14	06/15/2023		3-55374 · Engineering	15,105.28 15,105.28
	Bill Pmt -Check	Bill.com	08/02/2023	Smith Environmental & Engineering	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	221980-0423	06/15/2023		3-55334 · Engineering	1,785.00 1,785.00
	Bill Pmt -Check	Bill.com	08/02/2023	Arthouse Design	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	1209	06/15/2023		3-55544 · Engineering	670.00 670.00
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24639	06/15/2023		3-55543 · Project Administration	2,250.00
	Bill Pmt -Check	Bill.com	08/02/2023	Coyote Ridge Construction, LLC	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	App No 19	06/15/2023		3-55301 · Project-Direct	8,617.44 8,617.44
	Bill Pmt -Check	Bill.com	08/02/2023	Pinnacle Consulting Group, Inc	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	24642	06/15/2023		3-55373 · Project Administration	2,450.00 2,450.00
	Bill Pmt -Check	Bill.com	08/02/2023	McWhinney Real Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394138	06/15/2023		3-55342 · Project Management	11,253.00 11,253.00

	Туре	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	08/02/2023 Coyote Ridge Co	onstruction, LLC	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	App No 5	06/15/2023		3-55361 · Project Direct	105,230.28 105,230.28
	Bill Pmt -Check	Bill.com	08/02/2023 Harris Kocher S	mith	1072 - Bill.com Money Out Clearing	
TOTAL	Bill	211246.16	06/15/2023		3-55374 · Engineering	4,577.00 4,577.00
	Bill Pmt -Check	Bill.com	08/02/2023 Wenk Associate	s, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	0000501260	06/15/2023		3-55204 · Engineering	660.00 660.00
	Bill Pmt -Check	Bill.com	08/10/2023 McWhinney Rea	I Estate Services, Inc.	1072 · Bill.com Money Out Clearing	
TOTAL	Bill	394145	06/15/2023		3-51170 · Capital-General Master Planning	1,119.25 1,119.25
	Paycheck	АСН	08/23/2023 Susan J Brunkh	ardt	1-11005 · Checking - First Bank	
					1-51030 · Directors Fees 1-51030 · Directors Fees 1-24000 · Payroll Liabilities 1-24000 · Payroll Liabilities 1-51030 · Directors Fees 1-24000 · Payroll Liabilities 1-24000 · Payroll Liabilities 66000 · Payroll Expenses 1-24000 · Payroll Liabilities 1-22110 · Direct Deposit Liabilities	100.00 6.20 6.20 6.20 1.45 1.45 1.80 1.80 92.35
TOTAL						218.90

	Туре	Num	Date	Name	Account	Paid Amount
	Paycheck	ACH	08/23/2023 Timothy DePede	er 1-11005 -	Checking - First Bank	
				1-51030 ·	Directors Fees	200.00
				1-51030 -	Directors Fees	12.40
				1-24000 -	Payroll Liabilities	12.40
				1-24000 -	Payroll Liabilities	12.40
				1-51030 -	Directors Fees	2.90
				1-24000 -	Payroll Liabilities	2.90
				1-24000 -	Payroll Liabilities	2.90
				1-22110 -	Direct Deposit Liabilities	184.70
TOTAL						430.60
	Paycheck	ACH	08/23/2023 Joshua Kane	1-11005 -	Checking - First Bank	
				1-51030 ·	Directors Fees	200.00
				1-51030 ·	Directors Fees	12.40
				1-24000 ·	Payroll Liabilities	12.40
				1-24000 ·	Payroll Liabilities	12.40
				1-51030 -	Directors Fees	2.90
				1-24000 -	Payroll Liabilities	2.90
				1-24000 ·	Payroll Liabilities	2.90
				1-22110 -	Direct Deposit Liabilities	184.70
TOTAL						430.60
	Paycheck	ACH	08/23/2023 Kim L Perry	1-11005 ·	Checking - First Bank	
				1-51030 ·	Directors Fees	200.00
					Directors Fees	12.40
					Payroll Liabilities	12.40
					Payroll Liabilities	12.40
					Directors Fees	2.90
					Payroll Liabilities	2.90
					Payroll Liabilities	2.90
					Direct Deposit Liabilities	184.70
TOTAL						430.60
	Paycheck	ACH	08/23/2023 Karen McShea	1-11005 ·	Checking - First Bank	
				1-51030 -	Directors Fees	200.00
				1-51030 -	Directors Fees	12.40
				1-24000 ·	Payroll Liabilities	12.40
				1-24000 ·	Payroll Liabilities	12.40
				1-51030 ·	Directors Fees	2.90
				1-24000 ·	Payroll Liabilities	2.90
				1-24000 ·	Payroll Liabilities	2.90
				1-22110 -	Direct Deposit Liabilities	184.70
TOTAL						430.60
	Paycheck	ACH	08/23/2023 Susan J Brunkh	ardt 1-11005 ·	Checking - First Bank	
				1-51030 ·	Directors Fees	100.00
				1-51030 ·	Directors Fees	6.20
				1-24000 ·	Payroll Liabilities	6.20
				1-24000 ·	Payroll Liabilities	6.20
				1-51030 ·	Directors Fees	1.45
				1-24000 -	Payroll Liabilities	1.45
					Payroll Liabilities	1.45
					ayroll Expenses	0.60
					Payroll Liabilities	0.60
					Direct Deposit Liabilities	92.35
TOTAL						216.50
_						

Baseline Metropolitan District No. 1 Check Detail June 27 through August 29, 2023

	Туре	Num D	Date	Name	Account	Paid Amount
Payc	heck ACH	08/2	23/2023 Timothy DePeder		1-11005 · Checking · First Bank	
					1-51030 · Directors Fees	200.00
					1-51030 · Directors Fees	12.40
					1-24000 · Payroll Liabilities	12.40
					1-24000 · Payroll Liabilities	12.40
					1-51030 · Directors Fees	2.90
					1-24000 · Payroll Liabilities	2.90
					1-24000 · Payroll Liabilities	2.90
					1-22110 · Direct Deposit Liabilities	184.70
TOTAL						430.60
Payc	heck ACH	08/2	23/2023 Kim L Perry		1-11005 · Checking - First Bank	
					1-51030 · Directors Fees	200.00
					1-51030 · Directors Fees	12.40
					1-24000 · Payroll Liabilities	12.40
					1-24000 · Payroll Liabilities	12.40
					1-51030 · Directors Fees	2.90
					1-24000 · Payroll Liabilities	2.90
					1-24000 · Payroll Liabilities	2.90
					1-22110 · Direct Deposit Liabilities	184.70
TOTAL						430.60
Payc	heck ACH	08/2	23/2023 Kyle E Harris		1-11005 · Checking - First Bank	
					1-51030 · Directors Fees	200.00
					1-51030 · Directors Fees	12.40
					1-24000 · Payroll Liabilities	12.40
					1-24000 · Payroll Liabilities	12.40
					1-51030 · Directors Fees	2.90
					1-24000 · Payroll Liabilities	2.90
					1-24000 · Payroll Liabilities	2.90
					1-22110 · Direct Deposit Liabilities	184.70
TOTAL						430.60
					Total	2,074,206.25

Contract Modifications for Board Ratification

Baseline Metropolitan District No. 1

Baseline-160th Avenue (BASELINE-160AVE)

Contractor: Modification Date: Modification Amount: Contract #:

Coyote Ridge Construction, LLC 5 /5 /2023 \$182,425.24 Cnt-01172

Modification Description: Payment Method: District Signed Date:

Change Order #1 Unit Price 6 /14/2023

Modification Scope: Contractor Signed Date:

Additional Roadway Grading Improvements Due to Revised Plans 6 /14/2023

Baseline Linear Park Phase 2 (BASELINE-BLPPH2)

Contractor: Modification Date: Modification Amount: Contract #:

Coyote Ridge Construction, LLC 5/5/2023 (\$2,020,039.42) Cnt-01172

Modification Description: Payment Method: District Signed Date:

Change Order # 1 Lump Sum 6 /14/2023

Modification Scope: Contractor Signed Date:

Credit for Linear Park Phase 2 Overlot Grading Project due to Deduction of Scope. 6 /14/2023

Contractor: Modification Date: Modification Amount: Contract #:

Coyote Ridge Construction, LLC 5 /5 /2023 \$195,396.90 Cnt-01172

Modification Description: Payment Method: District Signed Date:

Change Order #2 Unit Price 6 /14/2023

Modification Scope: Contractor Signed Date:

Addition of Storm Drain Scope with Revised Quantities. 6 /14/2023

Baseline General Capital (BASELINE-CAP)

Contractor: Modification Date: Modification Amount: Contract #:

Coyote Ridge Construction, LLC 5 /22/2023 \$1,444.00 Cnt-01126

Modification Description: Payment Method: District Signed Date:

Change Order # 19 Unit Price 6 /5 /2023

Modification Scope: Contractor Signed Date:

Additional LOD Added to Accommodate Construction Spoils During SWMP Planning Phase

Printed: 8/23/2023 11:30:34 AM

Baseline Metropolitan District No. 1

Baseline O&M (BASELINE-OM)

Contractor: Modification Date: Modification Amount: Contract #:

Fiske Electric 7/1/2023 \$1,000.00 Cnt-00581

Modification Description: Payment Method: District Signed Date:

WO 2023-01 Time & Materials 8 /15/2023

Modification Scope: Contractor Signed Date:

Electrical Repair and Maintenance Services

Baseline Sheridan Parkway Phase 2 (BASELINE-SHERPWPH2)

Contractor: Modification Date: Modification Amount: Contract #:

Coyote Ridge Construction, LLC 5/12/2023 \$31,087.82 Cnt-01172

Modification Description: Payment Method: District Signed Date:

Change Order # 1 Unit Price 6 /14/2023

Modification Scope: Contractor Signed Date:

Additional Roadway Grading Improvements due to Revised Plans 6 /14/2023

SECOND AMENDMENT TO 2023 MEETING RESOLUTION OF THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1 – 9

WHEREAS, on November 3, 2022, the Districts adopted that certain 2023 Meeting Resolution, designating, among other things, the Districts' public website, as subsequently amended by that certain First Amendment to 2023 Meeting Resolution dated June 1, 2023, which designated a new public website as the posting location for all meeting notices (the "2023 Meeting Resolution"); and

WHEREAS, subsequent to the adoption of the First Amendment to 2023 Meeting Resolution, the Districts determined that the public website designated therein contained a clerical error; and

WHEREAS, the Boards desire to correct the clerical error by adoption of this Second Amendment to 2023 Meeting Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1 – 9 THAT:

- 1. Paragraph 2 of the 2023 Meeting Resolution is hereby amended and replaced in its entirety with the following:
 - 2. The Boards hereby designate the Districts' public website, www.Baselinemd.live, as the twenty-four (24) hour posting location for all meeting notices.
- 2. Except as expressly modified by this Second Amendment to 2023 Meeting Resolution, all other provisions of the 2023 Meeting Resolution shall remain in full force and effect.

ADOPTED AND APPROVED THIS 7th DAY of SEPTEMBER, 2023.

В	ASELINE METROPOLITAN DISTRICT NOS. 1 –	9
В	y: Kim L. Perry, President	

BASELINE METROPOLITAN DISTRICT NOS. 1 –9 SECOND AMENDMENT TO 2023 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION

WHEREAS, on November 3, 2022, the Districts adopted that certain 2023 Annual Administrative Matters Resolution designating, among other things, the Districts' official website, as subsequently amended by that certain First Amendment to 2023 Annual Administrative Matters Resolution dated June 1, 2023, which designated a new public website pursuant to Section 32-1-104.5(3)(a), C.R.S. (the "2023 Annual Administrative Matters Resolution"); and

WHEREAS, subsequent to the adoption of the First Amendment to 2023 Annual Administrative Matters Resolution, the Districts determined that the official website address designated therein contained a clerical error; and

WHEREAS, the Boards desire to correct the clerical error by adoption of this Second Amendment to 2023 Annual Administrative Matters Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NOS. 1 – 9 THAT:

- 1. Paragraph 22 of the 2023 Annual Administrative Matters Resolution is hereby amended and replaced in its entirety with the following:
 - 22. Pursuant to Section 32-1-104.5(3)(a), C.R.S., the Boards hereby designate the Districts' official website as www.Baselinemd.live. The Boards direct District management to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.
- 2. Except as expressly modified by this Second Amendment to 2023 Annual Administrative Matters Resolution, all other provisions of the 2023 Annual Administrative Matters Resolution shall remain in full force and effect.

ADOPTED AND APPROVED THIS 7th DAY of SEPTEMBER, 2023.

BASELINE METROPOLITAN DISTRICT NOS. 1 -	- >
By:	
Kim L. Perry, President	

After recording, please return to:									

ACCESS AND UTILITY EASEMENT

(Utilities)

- 1.0 <u>PARTIES</u> This Access and Utility Easement (the "**Easement Agreement**") is dated as of ______, 2023, by and between THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county, (the "**City**"), and BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**Grantor**", and together with the City, the "**Parties**," or individually, a "**Party**").
- 2.0 <u>RECITALS</u> The Recitals to this Easement Agreement are incorporated herein by this reference as though fully set forth in the body of this Easement Agreement.
- 2.1 The Grantor owns the real property described in <u>Exhibit A</u> attached hereto, hereinafter referred to collectively as the "**Easement Area**".
- 2.2 The City desires a non-exclusive easement to access the Easement Area for purposes of constructing, placing, operating, and maintaining certain utilities through the Easement Area.
- 3.0 <u>TERMS AND CONDITIONS OF EASEMENT</u>. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
- 3.1 Subject to the terms and conditions of this Easement Agreement, the Grantor, its successors and assigns, grants to the City, its contractors, and its agents a non-exclusive easement (the "Easement") to enter, reenter, and occupy, and use the Easement Area to install, construct, enlarge, inspect, operate and repair underground (a) electrical utility lines and (b) natural gas utility lines, and all related fixtures and devices used in the operation of said lines (the "Facilities").
- 3.2 The City shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Area for any purpose needful for the full enjoyment of the right of occupancy or use provided for herein.
 - 3.3 Neither the City, nor any party acting on behalf of or through the City, shall

construct, install, or place any permanent structure, building, improvement or fixture on any part of the Easement Area other than the Facilities.

- 3.4 The Grantor has retained the right to the undisturbed use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not impair any grant contained herein and except as herein otherwise provided. Grantor reserves the right, at any time, and from time to time, to create, establish and grant to any person or entity, in locations reasonably determined by Grantor, utility and other easements, crossings, rights, permits and licenses over, under and through the portions of the Easement Area. The grant of Easement herein shall not be construed as a dedication to the City of the underlying fee simple ownership of the Easement Area.
- 3.5 The Grantor represents and covenants to City that it comprises all of the parties who have a fee interest in said Easement Area, and that it has full and lawful authority to execute this Easement Agreement.
- 3.6 Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the Parties hereto.
- 3.7 The City, its contractors and agents shall keep the Easement Area free and clear of all mechanics' liens and other liens on account of all labor, materials and work done by or through such party, except to the extent caused by Grantor's acts or omissions. If any lien is filed claiming by, through or under the City, the City will cause such lien to be discharged or bonded within fifteen (15) days after its filing, or if additional time is needed, within such time as is mutually agreed upon by the parties, but not to exceed thirty (30) days. If the City fails to cause such lien to be discharged or bonded within such fifteen (15) day period, Grantor, in addition to any other available remedy, may bond or discharge the lien and invoice the City for its costs incurred including reasonable attorneys' fees.
- 3.8 Nothing in this Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the City or to Grantor in Section 24-10-101 *et seg.*, C.R.S., as it currently exists, or may hereafter be amended.
- 3.9 To the extent permitted by law, the City shall cause its contractors and agents (collectively, the "Contractor") to indemnify, defend and hold harmless Grantor and each of Grantor's members, shareholders, managers, representatives, agents, predecessors, insurers, affiliates, subsidiaries, divisions, predecessors, parents, agents, owners, partners, employees, principals, officers, investors, successors, and assigns, as applicable ("Grantor's Affiliates"), from and against any and all losses resulting from the Contractor's use of the Easement Area and to the extent arising from or in connection with (a) any act, omission, or negligence of any or all of the Contractors; (b) any breach or default on the part of the Contractors in the performance of any covenant contained in this Easement Agreement; (c) any liability for contamination or non-compliance with environmental laws and hazardous materials laws pertaining to the Contractor's use of

the Easement Area except to the extent directly caused by Grantor, or any of Grantor's Affiliates; and (d) any violation or breach of any title exception predating the recording of this Easement Agreement caused by the Contractor's action or inaction under this Easement Agreement. The provisions of this <u>Section 3.9</u> shall survive the expiration or termination of this Easement Agreement.

- 3.10 The City shall provide Grantor with five (5) days' advance written notice before the City or any person or entity acting by, through or under the City conducts any construction, maintenance, repair or removal activities (not including physical inspections) within the Easement Area; provided, however, in the event of an emergency, notice must be provided as soon as is reasonably practicable.
- 3.11 As soon as reasonably practicable after disturbing the Easement Area, and, in any event, within sixty (60) days after disturbing the Easement Area, unless the Parties agree in writing to a longer time period, the City, its contractors and agents shall: (a) level, restore, reseed and reclaim all lands affected by the activities of the City and shall sufficiently compact the soil to the condition that existed at the time immediately prior to such activities, (b) repair any damage to any improvements located in the Easement Area that exist now or in the future from the City's installation, operation and future maintenance of the Facilities, and (c) remove from such portion of the Easement Area all equipment and facilities located on such area, but excluding the Facilities.
- 3.12 Unless special provisions are attached hereto, the terms and conditions of this grant are as set forth in this Easement Agreement and no additional or different oral representation, promise or agreement shall be binding on the Grantor or the City with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provision shall control and supersede any other term or provision hereof.

4.0 MISCELLANEOUS.

- 4.1 Exhibits referred to in this Easement Agreement are by reference incorporated herein for all purposes.
- 4.2 With regard to the City's, its contractor's and agent's activities in the Easement Area, the City, its contractors and agents shall comply with all applicable laws, ordinances, regulations and rules.
- 4.3 This Easement Agreement sets forth the entire understanding and agreement of the Parties hereto with regard to the subject matter hereof in lieu of any prior agreement, discussion or understanding except as set forth in the Recitals, and except that the Parties acknowledge that the Easement Area is also subject to and governed by other agreements concerning the development of the Baseline property to which the City and/or other persons are parties.

- 4.4 A waiver by any Party to this Easement Agreement of the breach of any provision of this Easement Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 4.5 This Easement Agreement is intended to describe rights and responsibilities only as to the Parties hereto, their successors and assigns. This Easement Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
- 5.0 <u>ADDITIONAL DOCUMENTS OR ACTION</u>. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Easement Agreement.
- 6.0 <u>EXECUTION REQUIRED</u>. This Easement Agreement shall not be binding upon either Party hereto unless and until the Parties have executed this Easement Agreement. This Easement Agreement may be executed in one or more counterparts and by different Parties on separate counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument.
- 7.0 <u>RECORDING</u>. This Easement Agreement shall be recorded with the county clerk and recorder in the county in which the Easement Area is located.

[The remainder of this page is intentionally left blank. Signatures appear on the following pages.]

IN WITNESS WHEREOF, This Easement Agreement is executed by the Parties hereto in their respective names as of the date first written above.

THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county City and County Manager ATTEST: City Clerk APPROVED AS TO FORM: City & County Attorney STATE OF COLORADO)ss. The City & County of Broomfield) The foregoing instrument was acknowledged before me this ___ day of 2023 by _____as City & County Manager of the City and County of Broomfield, a Colorado municipal corporation and county. WITNESS my hand and official seal. (SEAL) Notary Public

My commission expires:

GRANTOR

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

Name:		
STATE OF))ss.	
		of of
WITNESS my hand and official sea	al.	
(SEAL)		
į	Notary Public	
My commission expires:		

Exhibit A-1

Legal Description of the Easement Area

(see attached)

A PARCEL OF LAND BEING A PORTION OF TRACT T AND TRACT K, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID TRACT T;

THENCE ALONG THE NORTHWEST LINE OF BLOCK 5 OF SAID NORTH PARK FILING NO. 2 REPLAT D AND ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 7.41 FEET, SAID CURVE HAVING A RADIUS OF 2,877.00 FEET A CENTRAL ANGLE OF 00°08'52" AND A CHORD WHICH BEARS NORTH 38°22'55" EAST A CHORD DISTANCE OF 7.41 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWEST LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 8.00 FEET, SAID CURVE HAVING A RADIUS OF 2,877.00 FEET A CENTRAL ANGLE OF 00°09'34" AND A CHORD WHICH BEARS NORTH 38°13'42" EAST A CHORD DISTANCE OF 8.00 FEET;

THENCE SOUTH 51°41'31" EAST, A DISTANCE OF 10.37 FEET;

THENCE SOUTH 41°22'58" EAST, A DISTANCE OF 14.88 FEET;

THENCE SOUTH 51°07'18" EAST, A DISTANCE OF 4.10 FEET TO A POINT ON THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 38°52'42" WEST, ALONG SAID LINE, A DISTANCE OF 8.00 FEET;

THENCE NORTH 51°07'18" WEST. A DISTANCE OF 4.78 FEET:

THENCE NORTH 41°22'58" WEST, A DISTANCE OF 14.84 FEET;

THENCE NORTH 51°41'31" WEST, A DISTANCE OF 9.63 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT Q, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 4, BLOCK 5 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 72°36'25" EAST, A DISTANCE OF 7.08 FEET TO A POINT ON THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE NORTH 28°08'12" EAST, A DISTANCE OF 5.50 FEET TO A POINT OF NON-TANGENT CURVATURE, LYING ON THE NORTHEAST LINE OF SAID TRACT Q; THENCE ALONG SAID NORTHEAST LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 483.34 FEET, A CENTRAL ANGLE OF 00°35'34", AND A CHORD WHICH BEARS SOUTH 61°51'47" EAST A CHORD DISTANCE OF 5.00 FEET:

THENCE SOUTH 28°08'12" WEST, A DISTANCE OF 5.50 FEET TO A POINT OF NON-TANGENT CURVATURE LYING ON THE NORTHEAST LINE OF SAID EASEMENT; THENCE ALONG SAID NORTHEAST LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 477.50 FEET, A CENTRAL ANGLE OF 00°36'00", AND A CHORD WHICH BEARS NORTH 61°51'48" WEST A CHORD DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT J, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 12, BLOCK 5 OF SAID NORTH PARK FILING NO. 2 REPLAT D, LYING ON THE NORTHEAST LINE OF SAID TRACT J;

THENCE SOUTH 40°12'40" EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 27.16 FEET TO THE **POINT OF BEGINNING**:

THENCE SOUTH 40°12'40" EAST CONTINUING ALONG SAID NORTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE, LYING ON THE WESTERLY LINE OF SAID TRACT J; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.30 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°04'05", AND A CHORD WHICH BEARS NORTH 04°45'18" EAST A CHORD DISTANCE OF 35.38 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 20.03 FEET; THENCE NORTH 49°47'20" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT Q, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF LOT 13, BLOCK 5, OF SAID NORTH PARK FILING NO. 2 REPLAT D LYING ON THE SOUTHWEST LINE OF SAID TRACT Q:

THENCE SOUTH 54°08'17" EAST, A DISTANCE OF 20.77 FEET TO A POINT ON THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 5.50 FEET TO THE NORTHEAST LINE OF SAID TRACT Q:

THENCE SOUTH 40°12'40" EAST ALONG SAID NORTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 5.50 FEET TO THE NORTHEAST LINE OF SAID EASEMENT:

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT Q, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 14, BLOCK 5 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 89°40'51" EAST, A DISTANCE OF 6.58 FEET TO THE **POINT OF BEGINNING** AND LYING ON THE EAST LINE OF SAID TRACT Q:

THENCE NORTH 40°12'40" WEST ALONG THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D, A DISTANCE OF 7.27 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 4.41 FEET TO A POINT OF NON-TANGENT CURVATURE LYING ON THE EAST LINE OF SAID TRACT Q; THENCE ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 24°33'56", AND A CHORD WHICH BEARS SOUTH 08°57'46" EAST A CHORD DISTANCE OF 8.51 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT Q, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 14, BLOCK 5 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 80°44'29" EAST, A DISTANCE OF 6.58 FEET TO THE **POINT OF BEGINNING** SAID POINT ALSO BEING A POINT OF NON-TANGENT CURVATURE LYING ON THE EAST LINE OF SAID TRACT Q;

THENCE ALONG THE EAST LINE OF SAID TRACT Q AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET A CENTRAL ANGLE OF 24°33'56" AND A CHORD WHICH BEARS SOUTH 18°32'26" WEST A CHORD DISTANCE OF 8.51 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 4.41 FEET TO A POINT LYING ON THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 7.27 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT L, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID TRACT L;

THENCE SOUTH 23°01'05" EAST, A DISTANCE OF 52.56 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 6.79 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 15.00 FEET:

THENCE NORTH 40°12'41" WEST, A DISTANCE OF 6.79 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF LOT 30, BLOCK 2, AND TRACT BC, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 30:

THENCE SOUTH 00°10'43" EAST, A DISTANCE OF 64.11 FEET TO THE NORTHEASTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE NORTH 29°51'26" EAST, A DISTANCE OF 46.22 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 30 AND A POINT OF NON-TANGENT CURVATURE:

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

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 16.22 FEET, SAID CURVE HAVING A RADIUS OF 24.83 FEET, A CENTRAL ANGLE OF 37°25'21", AND A CHORD WHICH BEARS SOUTH 11°33'51" WEST A CHORD DISTANCE OF 15.93 FEET;
- 2) SOUTH 29°51'26" WEST, A DISTANCE OF 30.96 FEET TO THE NORTHEASTERLY LINE OF SAID EASEMENT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 530.50 FEET, A CENTRAL ANGLE OF 00°32'25", AND A CHORD WHICH BEARS NORTH 61°45'47" WEST A CHORD DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 207 SQUARE FEET. MORE OR LESS.

EXCEPT THAT PORTION OF PROPERTY DESCRIBED AS LOT 30, BLOCK 2 ON NORTH PARK FILING NO 2 REPLAT D, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF TRACT BL AND TRACT BC, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF LOT 30, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 02°53'00" WEST, A DISTANCE OF 71.25 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHWEST LINE AND THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 522.50 FEET A CENTRAL ANGLE OF 00°32'54" AND A CHORD WHICH BEARS SOUTH 61°45'47" EAST A CHORD DISTANCE OF 5.00 FEET;

THENCE SOUTH 28°14'13" WEST, A DISTANCE OF 5.50 FEET TO A POINT OF NON-TANGENT CURVATURE LYING ON THE SOUTHWEST LINE OF SAID TRACT BC; THENCE ALONG THE SOUTHWEST LINE OF SAID TRACT BC AND TRACT BL AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 00°33'15", AND A CHORD WHICH BEARS NORTH 61°45'47" WEST A CHORD DISTANCE OF 5.00 FEET; THENCE NORTH 28°14'13" EAST, A DISTANCE OF 5.50 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT A, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 1, BLOCK 1 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 49°47'20" WEST ALONG THE NORTHWEST LINE OF SAID TRACT A, A DISTANCE OF 136.59 FEET TO THE **POINT OF BEGINNING**:

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET TO THE NORTH CORNER OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 49°47'20" WEST, A DISTANCE OF 5.00 FEET;
- 2) SOUTH 40°12'40" EAST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 354.80 FEET TO THE EAST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 40°12'40" WEST, A DISTANCE OF 3.00 FEET;
- SOUTH 49°47'20" WEST, A DISTANCE OF 5.00 FEET;
- 3) SOUTH 40°12'40" EAST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 40.60 FEET; THENCE NORTH 40°12'40" WEST, A DISTANCE OF 8.00 FEET TO A POINT LYING ON THE NORTHWEST LINE OF SAID TRACT A;

THENCE NORTH 49°47'20" EAST ALONG SAID NORTHWEST LINE, A DISTANCE OF 405.41 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AY, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID TRACT AY:

THENCE SOUTH 28°05'06" WEST, A DISTANCE OF 12.92 FEET TO THE WEST LINE OF SAID TRACT AY AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST ALONG THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D, A DISTANCE OF 8.70 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 5.91 FEET TO THE WEST LINE OF SAID TRACT AY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 10.64 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 30°29'34", AND A CHORD WHICH BEARS NORTH 05°59'57" WEST A CHORD DISTANCE OF 10.52 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT C, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF LOT 1, BLOCK 3 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 08°46'42" EAST, A DISTANCE OF 7.29 FEET TO THE NORTH LINE OF SAID TRACT C AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 9.29 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 26°36'27" AND A CHORD WHICH BEARS SOUTH 72°28'49" EAST A CHORD DISTANCE OF 9.20 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 4.91 FEET TO THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 7.78 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT C, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 1, BLOCK 3 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 40°12'40" EAST ALONG THE NORTHEAST LINE OF SAID TRACT C, A DISTANCE OF 3.00 FEET TO THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE ALONG THE NORTHEAST LINE OF SAID TRACT C, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 40°12'40" EAST, A DISTANCE OF 346.15 FEET TO A POINT OF CURVATURE:
- 2) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 1.13 FEET, SAID CURVE HAVING A RADIUS OF 169.50 FEET, A CENTRAL ANGLE OF 00°22'57", AND A CHORD WHICH BEARS SOUTH 40°24'08" EAST A CHORD DISTANCE OF 1.13 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 5.00 FEET TO A POINT OF NON-TANGENT CURVATURE AND THE EAST CORNER OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMITER OF SAID EASEMENT THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 1.13 FEET, SAID CURVE HAVING A RADIUS OF 177.50 FEET, A CENTRAL ANGLE OF 00°21'55", AND A CHORD WHICH BEARS NORTH 40°23'37" WEST A CHORD DISTANCE OF 1.13 FEET;
- 2) NORTH 40°12'40" WEST, A DISTANCE OF 3.87 FEET;
- 3) SOUTH 49°47'20" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 6.78 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 2.50 FEET TO SOUTHWEST LINE OF SAID TRACT C:

THENCE NORTH 40°12'40" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 5.00 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 93.64 FEET TO A SOUTHEAST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMITER OF SAID EASEMENT THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 49°47'20" EAST, A DISTANCE OF 3.00 FEET;
- 2) NORTH 40°12'40" WEST, A DISTANCE OF 5.00 FEET;
- 3) SOUTH 49°47'20" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 231.87 FEET TO THE SOUTHEAST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D; THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT G, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF LOT 26, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 40°12'40" EAST ALONG THE NORTHEAST LINE OF SAID LOT 26, A DISTANCE OF 3.00 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE WITH THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D, SAME POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 105.16 FEET TO THE NORTHEAST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 49°47'20" WEST, A DISTANCE OF 3.00 FEET;
- 2) SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 5.00 FEET TO THE NORTHEAST LINE OF SAID LOT 26:

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 110.16 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT E, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 1, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 82°49'05" WEST, A DISTANCE OF 26.52 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 20.90 FEET;

THENCE SOUTH 72°17'24" WEST, A DISTANCE OF 44.37 FEET TO A NORTHEAST LINE OF SAID EASEMENT:

THENCE NORTH 40°12'36" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 8.66 FEET:

THENCE NORTH 72°17'24" EAST, A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT E, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 21, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE NORTH 57°50'31" EAST, A DISTANCE OF 3.91 FEET TO A SOUTH CORNER OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'24" EAST ALONG THE SOUTHEAST LINE OF SAID EASEMENT, A DISTANCE OF 6.00 FEET:

THENCE SOUTH 40°12'36" EAST, A DISTANCE OF 5.45 FEET;

THENCE SOUTH 49°47'24" WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 40°12'36" WEST, A DISTANCE OF 5.45 FEET TO THE **POINT OF BEGINNING.**

A PARCEL OF LAND BEING A PORTION OF TRACT D, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 15, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 32°06'56" EAST, A DISTANCE OF 35.50 FEET TO THE SOUTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'24" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 15 AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG SAID SOUTHEASTERLY LINE AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 16.09 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°52'12", AND A CHORD WHICH BEARS NORTH 31°21'18" EAST A CHORD DISTANCE OF 15.81 FEET;

THENCE NORTH 49°47'24" EAST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT G, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF LOT 15, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 21°23'10" WEST, A DISTANCE OF 73.90 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 5.00 FEET TO THE SOUTHEAST LINE OF SAID TRACT G;

THENCE SOUTH 49°47'24" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 5.50 FEET TO THE SOUTH CORNER OF SAID TRACT G;

THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWEST LINE OF SAID TRACT G, A DISTANCE OF 5.00 FEET;

THENCE NORTH 49°47'24" EAST, A DISTANCE OF 5.50 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT H, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 14, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 7.81 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 8.00 FEET TO A SOUTH CORNER OF SAID EASEMENT:

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 2.52 FEET TO THE SOUTH LINE OF SAID TRACT H AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.55 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 24°29'15", AND A CHORD WHICH BEARS NORTH 59°38'08" WEST A CHORD DISTANCE OF 8.48 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 5.34 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT A, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 21, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 71°10'29" EAST, A DISTANCE OF 5.83 FEET TO THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST A DISTANCE OF 4.41 FEET TO THE SOUTH LINE OF SAID TRACT A AND A POINT OF NON-TANGENT CURVATURE; THENCE ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 24°33'56", AND A CHORD WHICH BEARS SOUTH 81°02'14" WEST A CHORD DISTANCE OF 8.51 FEET TO THE SOUTHEAST LINE OF SAID EASEMENT; THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 7.27 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT A, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 21, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 80°45'10" WEST, A DISTANCE OF 5.83 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 7.27 FEET TO THE SOUTH LINE OF SAID TRACT A AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 24°33'56", AND A CHORD WHICH BEARS NORTH 71°27'34" WEST A CHORD DISTANCE OF 8.51 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 4.41 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AE, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 21, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 02°02'42" EAST, A DISTANCE OF 73.77 FEET TO THE NORTH LINE OF SAID TRACT AE AND THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 4.41 FEET TO THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 7.27 FEET TO THE NORTH LINE OF SAID TRACT AE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 24°33'56", AND A CHORD WHICH BEARS SOUTH 71°27'34" EAST A CHORD DISTANCE OF 8.51 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AE, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 21, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 11°37'23" WEST, A DISTANCE OF 73.77 FEET TO THE NORTH LINE OF SAID TRACT AE AND THE **POINT OF BEGINNING**:

THENCE ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 8.58 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET A CENTRAL ANGLE OF 24°33'56" AND A CHORD WHICH BEARS NORTH 81°02'14" EAST A CHORD DISTANCE OF 8.51 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D; THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 7.27 FEET:

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 4.41 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AE, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 21, BLOCK 2 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 21°04'45" WEST, A DISTANCE OF 92.64 FEET TO THE NORTHWEST LINE OF SAID TRACT AE AND THE **POINT OF BEGINNING**:

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 5.50 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 15.00 FEET:

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 5.50 FEET TO THE NORTHWEST LINE OF SAID TRACT AE:

THENCE NORTH 49°47'20" EAST ALONG SAID NORTHWEST LINE, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT G, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 26, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 46°17'52" WEST, A DISTANCE OF 99.03 FEET TO THE SOUTHWEST LINE OF SAID TRACT G AND THE **POINT OF BEGINNING**:

THENCE NORTH 40°12'40" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 5.50 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST A DISTANCE OF 5.50 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT U, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 91, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 49°47'20" WEST ALONG THE SOUTHEAST LINE OF SAID TRACT U, A DISTANCE OF 16.79 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST CONTINUING ALONG SAID SOUTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT U AND TRACT AC, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 91, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 69°26'37" WEST, A DISTANCE OF 34.38 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 6.00 FEET TO A SOUTHEAST LINE OF SAID EASEMENT;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT U AND TRACT AC, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 91, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 48°44'30" WEST, A DISTANCE OF 30.34 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 5.00 FEET:

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 52.00 FEET TO THE SOUTHEAST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D; THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 5.00 FEET:

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AN, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 3, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 87°21'32" WEST, A DISTANCE OF 8.20 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 5.50 FEET TO THE NORTHWEST LINE OF SAID TRACT AN;

THENCE NORTH 49°47'20" EAST ALONG SAID NORTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 5.50 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AN, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 1, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 83°53'32" WEST, A DISTANCE OF 6.91 FEET TO THE WEST LINE OF SAID TRACT AN AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WEST LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 8.04 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 23°02'38" AND A CHORD WHICH BEARS NORTH 17°46'47" EAST A CHORD DISTANCE OF 7.99 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 4.23 FEET TO THE NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 6.77 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT AP, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID TRACT AP;

THENCE NORTH 88°26'55" EAST, A DISTANCE OF 6.40 FEET TO THE NORTHEASTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 48.00 FEET TO THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 40°12'40" EAST ALONG THE SOUTHWESTERLY LINE OF SAID DRY UTILITY EASEMENT AND THE EXTENSION THEREOF, A DISTANCE OF 6.50 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT AP:

THENCE SOUTH 49°47'20" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 48.00 FEET TO THE NORTHEASTERLY LINE OF SAID DRY UTILITY EASEMENT; THENCE NORTH 40°12'40" WEST ALONG THE NORTHEASTERLY LINE OF SAID DRY UTILITY EASEMENT, A DISTANCE OF 6.50 FEET TO THE **POINT OF BEGINNING**.

A PARCEL OF LAND BEING A PORTION OF TRACT W, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID TRACT W;

THENCE SOUTH 40°12'40" EAST ALONG THE NORTHEAST LINE OF SAID TRACT W, A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST CONTINUING ALONG SAID NORTHEAST LINE, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST LINE OF SAID TRACT W:

THENCE NORTH 40°12'40" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 8.00 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AN, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID TRACT AN:

THENCE SOUTH 11°07'57" WEST, A DISTANCE OF 6.40 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 6.50 FEET TO THE SOUTHEAST LINE OF SAID TRACT AN:

THENCE SOUTH 49°47'20" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 53.00 FEET TO THE NORTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 6.50 FEET; THENCE NORTH 49°47'20" EAST, A DISTANCE OF 53.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 345 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AA, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 51, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 35°14'27" WEST, A DISTANCE OF 19.11 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 79.50 FEET TO A NORTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 6.00 FEET TO THE SOUTHWEST LINE OF SAID TRACT W EXTENDED SOUTHEASTERLY; THENCE NORTH 40°12'40" WEST ALONG SAID LINE AND THE EXTENSION THEREOF, A DISTANCE OF 79.50 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 477 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AA, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 46, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 31°21'14" WEST, A DISTANCE OF 6.32 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 23.50 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 9.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 45.00 FEET TO THE NORTHWEST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 49°47'20" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 6.00 FEET TO THE EAST CORNER OF LOT 9 OF SAID BLOCK 6:

THENCE NORTH 40°12'40" WEST ALONG THE NORTHEAST LINE OF SAID LOT 9, A DISTANCE OF 60.00 FEET TO THE NORTH CORNER OF SAID LOT 9 AND THE SOUTHEAST LINE OF TRACT X OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 49°47'20" EAST ALONG THE SOUTHEAST LINE OF SAID TRACT X, A DISTANCE OF 15.00 FEET TO THE EAST CORNER OF SAID TRACT X;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 23.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 613 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AR, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF SAID TRACT AR:

THENCE SOUTH 63°52'01" WEST, A DISTANCE OF 7.22 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 15.00 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST LINE OF SAID EASEMENT:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 225 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AA, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF LOT 39, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 67°48'14" WEST, A DISTANCE OF 19.45 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 65.71 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 12.50 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 6.00 FEET:

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 18.50 FEET TO THE SOUTHWEST LINE OF SAID TRACT AA;

THENCE NORTH 40°12'40" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 71.71 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 505 SQUARE FEET, MORE OR LESS.

PARCEL NO. 46A

A PARCEL OF LAND BEING A PORTION OF TRACT W AND TRACT AA, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF LOT 38, BLOCK 6, OF SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT W, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 40°12'40" EAST, A DISTANCE OF 3.98 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.49 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 19°27'19", AND A CHORD WHICH BEARS SOUTH 30°29'01" EAST A CHORD DISTANCE OF 8.45 FEET;

THENCE SOUTH 30°29'01" EAST, A DISTANCE OF 34.67 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 32.29 FEET TO THE SOUTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 40°12'40" EAST ALONG A SOUTHWESTERLY LINE OF SAID DRY UTILITY EASEMENT, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 33.14 FEET;

THENCE SOUTH 30°29'01" EAST, A DISTANCE OF 22.83 FEET TO THE NORTHERLY LINE OF LOT 37 OF SAID BLOCK 6 AND A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 12.43 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 28°29'39",

AND A CHORD WHICH BEARS NORTH 54°27'29" WEST A CHORD DISTANCE OF 12.31 FEET;

THENCE NORTH 30°29'01" WEST, A DISTANCE OF 10.73 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 12.89 FEET TO THE NORTHERLY LINE OF SAID LOT 37 AND A POINT OF NON-TANGENT CURVATURE;

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

- 1) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 11.28 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 25°50'31", AND A CHORD WHICH BEARS SOUTH 62°42'36" WEST A CHORD DISTANCE OF 11.18 FEET:
- 2) SOUTH 49°47'20" WEST, A DISTANCE OF 13.00 FEET TO THE WESTERLY CORNER OF SAID LOT 37;

THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT W. A DISTANCE OF 2.50 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 37.64 FEET;

THENCE NORTH 30°29'01" WEST, A DISTANCE OF 19.77 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 12.94 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 16.31 FEET TO THE SOUTHEASTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMETER OF SAID DRY UTILITY EASEMENT THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 49°47'20" EAST, A DISTANCE OF 4.27 FEET;
- 2) SOUTH 40°12'40" EAST, A DISTANCE OF 4.31 FEET;
- 3) NORTH 49°47'20" EAST, A DISTANCE OF 15.00 FEET;
- 4) NORTH 40°12'40" WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 38;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2.69 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 779 SQUARE FEET, MORE OR LESS.

PARCEL NO. 46B

A PARCEL OF LAND BEING A PORTION OF TRACT AA, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF LOT 38, BLOCK 6, OF SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 49°47'20" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 38, A DISTANCE OF 17.69 FEET TO THE SOUTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE ALONG THE PERIMETER OF SAID DRY UTILITY EASEMENT THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 40°12'40" EAST, A DISTANCE OF 4.69 FEET;
- 2) SOUTH 49°47'20" WEST, A DISTANCE OF 4.27 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 4.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 38;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 4.27 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 20 SQUARE FEET OR 0.00 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AJ, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 66, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 66°46'34" EAST, A DISTANCE OF 4.47 FEET TO THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 18.23 FEET TO THE SOUTH LINE OF SAID TRACT AJ AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 23.76 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 68°04'49", AND A CHORD WHICH BEARS NORTH 75°41'01" WEST A CHORD DISTANCE OF 22.39 FEET TO A POINT ON SAID SOUTHEAST EASEMENT LINE EXTENDED SOUTHEASTERLY:

THENCE NORTH 49°47'20" EAST ALONG SAID EXTENSION AND THE SOUTHEAST LINE OF SAID EASEMENT, A DISTANCE OF 12.99 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 171 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AJ, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF LOT 66, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 89°49'48" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 7.31 FEET TO THE SOUTHEAST LINE OF SAID TRACT AJ;

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

- 1) SOUTH 49°47'20" WEST, A DISTANCE OF 10.04 FEET TO A POINT OF CURVATURE:
- 2) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 5.01 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 14°21'15", AND A CHORD WHICH BEARS SOUTH 56°57'58" WEST A CHORD DISTANCE OF 5.00 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 6.68 FEET; THENCE NORTH 49°47'20" EAST, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 109 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AK, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID TRACT AK:

THENCE SOUTH 40°12'40" EAST ALONG THE SOUTHWEST LINE OF SAID TRACT AK, A DISTANCE OF 6.29 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE SOUTH 40°12'40" EAST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 15.00 FEET:

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 5.00 FEET TO SOUTHWEST LINE OF SAID TRACT AK:

THENCE NORTH 40°12'40" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 75 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT AG, TRACT V, TRACT Z, AND TRACT AH, BLOCK 6, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF LOT 83, BLOCK 6 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 85°12'40" EAST, A DISTANCE OF 8.49 FEET TO SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 51.85 FEET TO THE NORTHWEST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 49°47'20" WEST, A DISTANCE OF 1.00 FEET;
- 2) SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET:
- 3) NORTH 49°47'20" EAST, A DISTANCE OF 1.00 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 143.83 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 4.50 FEET TO THE NORTHEAST LINE OF SAID TRACT AG:

THENCE SOUTH 40°12'40" EAST ALONG SAID NORTHEAST LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 4.50 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 25.00 FEET:

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 4.50 FEET TO THE NORTHEAST LINE OF SAID TRACT AG:

THENCE SOUTH 40°12'40" EAST ALONG SAID NORTHEAST LINE, A DISTANCE OF 5.00 FEET:

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 4.50 FEET;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 68.60 FEET TO THE NORTHWEST LINE OF AN EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 49°47'20" WEST, A DISTANCE OF 1.00 FEET;
- 2) SOUTH 40°12'40" EAST, A DISTANCE OF 5.00 FEET;
- 3) NORTH 49°47'20" EAST, A DISTANCE OF 5.17 FEET TO THE EAST LINE OF SAID TRACT AG AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 7.44 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A

CENTRAL ANGLE OF 21°18'41", AND A CHORD WHICH BEARS SOUTH 19°11'55" EAST A CHORD DISTANCE OF 7.40 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 49°47'20" WEST, A DISTANCE OF 290.76 FEET;

THENCE NORTH 85°12'40" WEST, A DISTANCE OF 14.14 FEET TO THE SOUTHEAST LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 4.24 FEET TO AN EAST CORNER OF SAID EASEMENT;

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEAST LINE OF SAID EASEMENT, A DISTANCE OF 4.24 FEET;

THENCE SOUTH 85°12'40" EAST, A DISTANCE OF 11.66 FEET;

THENCE NORTH 49°47'20" EAST, A DISTANCE OF 280.76 FEET;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 310.18 FEET TO THE SOUTHEAST LINE OF SAID EASEMENT;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 3,714 SQUARE FEET, MORE OR LESS.

PARCEL NO. 53A

A PARCEL OF LAND BEING A PORTION OF TRACT J, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID TRACT J;

THENCE SOUTH 58°56'58" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT J, A DISTANCE OF 1.00 FOOT TO THE **POINT OF BEGINNING**;

THENCE NORTH 31°03'02" EAST, A DISTANCE OF 25.00 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT J;

THENCE SOUTH 58°56'58" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 31°03'02" WEST, A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT J;

THENCE NORTH 58°56'58" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 125 SQUARE FEET, MORE OR LESS.

PARCEL NO. 53B

A PARCEL OF LAND BEING A PORTION OF TRACT J, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID TRACT J;

THENCE SOUTH 58°56'58" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT J, A DISTANCE OF 30.73 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 58°56'58" EAST, A DISTANCE OF 20.00 FEET TO THE NORTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 31°03'02" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 5.00 FEET;

THENCE NORTH 58°56'58" WEST, A DISTANCE OF 5.00 FEET TO SOUTHWESTERLY LINE OF SAID TRACT J AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 16.09 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°52'12", AND A CHORD WHICH BEARS NORTH 40°30'52" WEST A CHORD DISTANCE OF 15.81 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 49 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT M, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 65 OF SAID BLOCK 5;

THENCE SOUTH 27°59'10" WEST, A DISTANCE OF 5.39 FEET TO THE SOUTHEASTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**;

THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 25.32 FEET;

THENCE SOUTH 49°47'20" WEST, A DISTANCE OF 6.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT M;

THENCE NORTH 40°12'40" WEST, A DISTANCE OF 25.32 FEET TO THE SOUTHEASTERLY LINE OF SAID EASEMENT;

THENCE NORTH 49°47'20" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 152 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND BEING A PORTION OF TRACT BC, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 30:

THENCE SOUTH 53°57'45" EAST, A DISTANCE OF 32.28 FEET TO THE SOUTHWESTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D AND THE **POINT OF BEGINNING**:

THENCE ALONG SAID SOUTHWESTERLY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 5.00 FEET, SAID CURVE HAVING A RADIUS OF 582.50 FEET A CENTRAL ANGLE OF 00°29'31" AND A CHORD WHICH BEARS SOUTH 61°37'07" EAST A CHORD DISTANCE OF 5.00 FEET:

THENCE SOUTH 29°51'26" WEST, A DISTANCE OF 21.06 FEET TO THE WESTERLY LINE OF SAID TRACT BC AND A POINT OF NON-TANGENT CURVATURE:

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 16.22 FEET, SAID CURVE HAVING A RADIUS OF 24.83 FEET, A CENTRAL ANGLE OF 37°25'21", AND A CHORD WHICH BEARS NORTH 11°33'51" EAST A CHORD DISTANCE OF 15.93 FEET:

THENCE NORTH 29°51'26" EAST, A DISTANCE OF 5.80 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 53 SQUARE FEET, MORE OR LESS.

PARCEL NO. 56A

A PARCEL OF LAND BEING A PORTION OF TRACT E, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 5, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 37°44'35" WEST, A DISTANCE OF 95.47 FEET TO AN EASTERLY CORNER OF SAID TRACT E AND THE **POINT OF BEGINNING**;

THENCE SOUTH 28°04'56" WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT E, A DISTANCE OF 32.29 FEET TO THE SOUTHERLY CORNER OF SAID TRACT E; THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT E, A DISTANCE OF 5.38 FEET;

THENCE NORTH 28°04'56" EAST, A DISTANCE OF 32.29 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT E:

THENCE SOUTH 40°12'36" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 5.38 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 161 SQUARE FEET, MORE OR LESS.

PARCEL NO. 56B

A PARCEL OF LAND BEING A PORTION OF TRACT D, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO 2021003287, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 5, BLOCK 4 OF SAID NORTH PARK FILING NO. 2 REPLAT D;

THENCE SOUTH 37°09'18" WEST, A DISTANCE OF 161.22 FEET TO THE NORTHERLY LINE OF SAID TRACT D AND THE **POINT OF BEGINNING**:

THENCE SOUTH 49°47'24" WEST, A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY LINE OF A DRY UTILITY EASEMENT DEDICATED BY SAID NORTH PARK FILING NO. 2 REPLAT D:

THENCE NORTH 40°12'40" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 5.00 FEET:

THENCE NORTH 49°47'24" EAST, A DISTANCE OF 5.00 FEET TO THE NORTHERLY LINE OF SAID TRACT D AND A POINT OF NON-TANGENT CURVATURE;

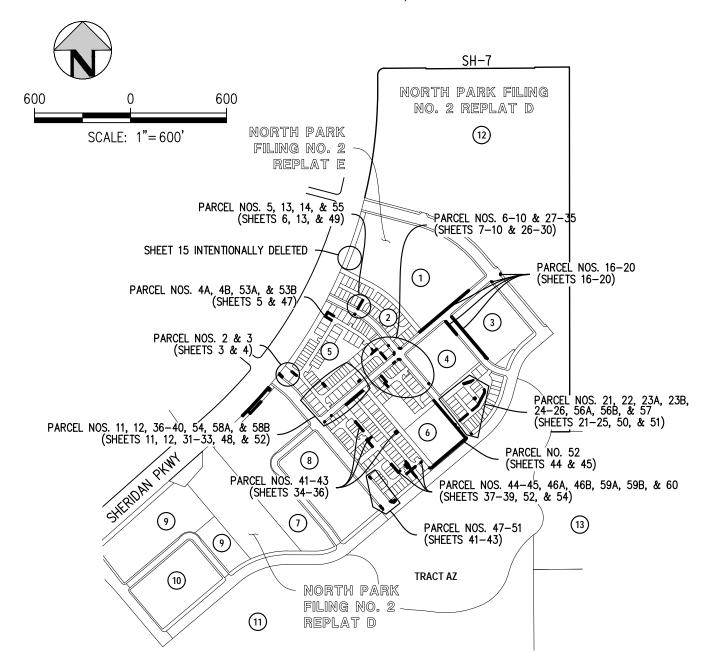
THENCE ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 16.09 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°52'12", AND A CHORD WHICH BEARS NORTH 68°13'30" EAST A CHORD DISTANCE OF 15.81 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 49 SQUARE FEET, MORE OR LESS.

Exhibit A-2

Depiction of the Easement Area

(see attached)



NOTES:

By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg

- 1) THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
- 2) THERE IS NO PARCEL NO. 15.



CHECKED BY: AWM DRAWN BY: SHEET NUMBER **KEY MAP**

PROJECT #: 180635

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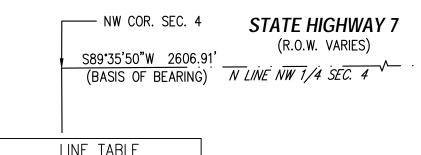
JHS

N COR. SEC. 4

SCALE: 1'' = 20'

20

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



LINE TABLE					
LINE	BEARING	LENGTH			
L1	S51°41'31"E	10.37			
L2	S41°22'58"E	14.88'			
L3	S51°07'18"E	4.10'			
L4	S38°52'42"W	8.00'			
L5	N51°07'18"W	4.78'			
L6	N41°22'58"W	14.84			
L7	N51°41'31"W	9.63'			

BLOCK 5 NORTH PARK FILING NO. 2 REPLAT D

DRY UTILITY ESMT. REC. NO. 2021003287

20

POINT OF COMMENCEMENT	8 / / /
, C1-	
/ [An Go Joss
	PARCEL NO. 2 CONTAINS 234 SQ. FT. ±
	CONTAINS 234 SQ. FT. ±
46	TRACTI

CURVE TABLE							
CURVE	CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD						
C1 2877.00' 0°08'52" 7.41' N38°22'55"E			7.41'				
C2	C2 2877.00' 0°09'34" 8.00' N38°13'42"E 8.00'						

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



ILLUSTRATION PARCEL NO. 2

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
3
3 OF 54

.06/15/23 7:49:11A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: p:

20

N COR. SEC. 4

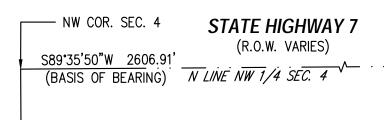
SCALE: 1"= 20'

20

PARCEL NO. 5

CONTAINS 28 SQ. FT. ±

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



POINT OF COMMENCEMENT

I OT 4

LINE TABLE

LINE BEARING LENGTH

L1 N72°36'25"E 7.08'

L2 N28°08'12"E 5.50'

L3 S28°08'12"W 5.50'

POINT OF BEGINNING		OLC R. O. W. ENUE
/ TRACT N		, ,
BLOCK 5 NORTH PARK FILING NO. 2 REPLAT D	LOT 5	DRY UTILITY ESMT. REC. NO. 2021003287

CURVE TABLE								
CURVE	CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD							
C1	483.34'	0°35'34"	5.00'	S61°51'47"E 5.00'				
C2	C2 477.50' 0°36'00" 5.00' N61°51'48"W 5.00'							

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



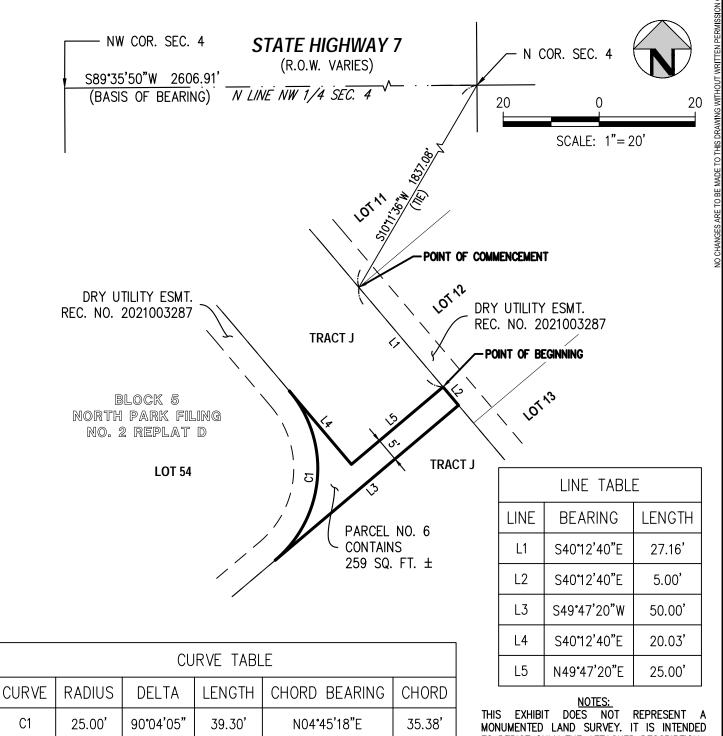
ILLUSTRATION PARCEL NO. 5

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER

6
6
6
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54

THU 06/15/23 7:49:27A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 5

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



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25.00

90°04'05"

39.30

C1

ILLUSTRATION PARCEL NO. 6

35.38

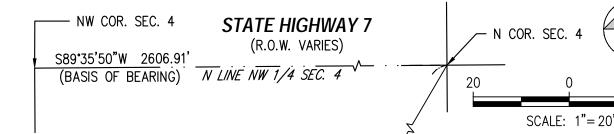
N04°45'18"E

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 7 OF 54

TO DEPICT ONLY THE ATTACHED DESCRIPTION.

20

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



BLOCK 5

PARCEL NO. 7 POINT OF COMMENCEMENT CONTAINS 28 SQ. FT. ± POINT OF BEGINNING

LINE TABLE LINE **BFARING LENGTH** S54°08'17"E 20.77 L1 L2 N49°47'20"E 5.50 L3 S40°12'40"E 5.00 L4 S49°47'20"W 5.50' L5 N40°12'40"W 5.00

NORTH PARK FILING TRACT Q NO. 2 REPLAT D DRY UTILITY ESMT. REC. NO. 2021003287

> NOTES: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

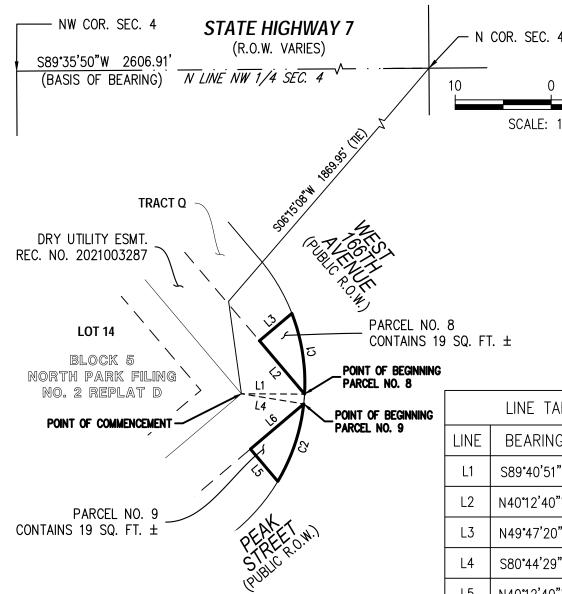


ILLUSTRATION PARCEL NO. 7

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 8 OF 54

10

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



	CURVE TABLE						
CURVE RADIUS DELTA LENGTH CHORD BEARING CHO							
C1	20.00'	24°33'56"	8.58'	S08°57'46"E	8.51'		
C2	C2 20.00' 24°33'56" 8.58' S18°32'26"W						

LINE TABLE					
LINE	BEARING	LENGTH			
L1	S89°40'51"E	6.58'			
L2	N40°12'40"W	7.27'			
L3	N49°47'20"E	4.41'			
L4	S80°44'29"E	6.58'			
L5	N40°12'40"W	4.41'			
L6	N49°47'20"E	7.27'			

SCALE: 1"=10'

NOTES:							
THIS	EXH	IIBIT	DOES	NOT	REPF	RESENT	Α
MONU	MEN'	TED	LAND	SU	RVEY.	IT	IS
INTEN	DED	TO	DEPICT	ONLY	THE	ATTAC	HED
DESCF	RIPTI	ON.					



ILLUSTRATION PARCEL NOS. 8 & 9 PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 9 OF 54

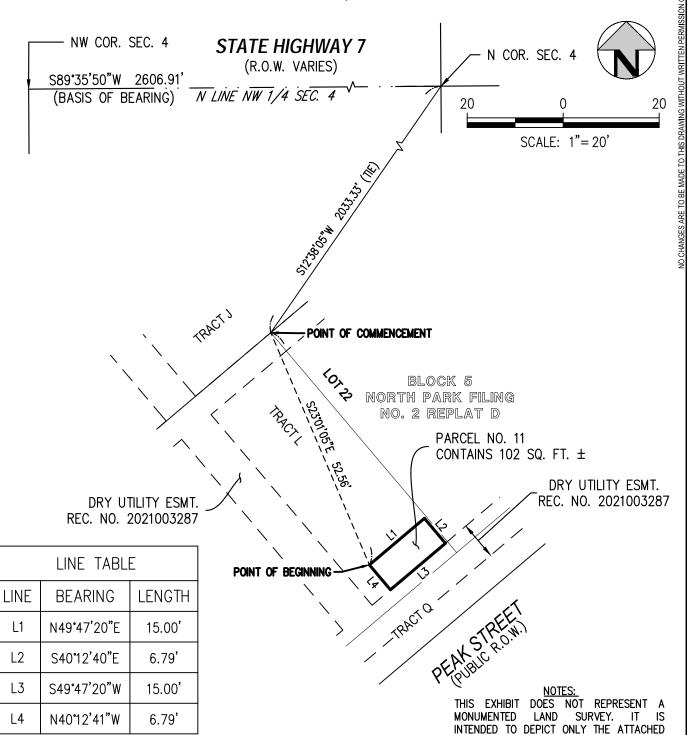




ILLUSTRATION PARCEL NO. 11

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

DESCRIPTION.

11 OF 54

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n Stebbins Filepath: p:\180635\survey\dry utility exhibit 2.c

13 OF 54

ILLUSTRATION SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO. NW COR. SEC. 4 STATE HIGHWAY 7 N COR. SEC. 4 (R.O.W. VARIES) S89°35'50"W 2606.91' (BASIS OF BEARING) N LINE NW 1/4 SEC. 4 20 20 SCALE: 1"= 20' POINT OF COMMENCEMENT DRY UTILITY ESMT. REC. NO. 2021003287 BLOCK 2 NORTH PARK FILING NO. 2 REPLAT D DRY UTILITY ESMT. PARCEL NO. 13 REC. NO. 2021003287 CONTAINS 207 SQ. FT. ± TRACTBL POINT OF BEGINNING POINT OF BEGINNING PARCEL NO. 13 PARCEL NO. 14 PARCEL NO. 14 CONTAINS 28 SQ. FT. ± NOTES: 1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS TO DEPICT INTENDED ONLY THE ATTACHED DESCRIPTION. 2. SEE SHEET 13 FOR LINE AND CURVE TABLES. PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS **ILLUSTRATION** SHEET NUMBER Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com **PARCEL NOS. 13 & 14**

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD		
C1	24.83'	37°25'21"	16.22'	S11°33'51"W	15.93'		
C2	530.50'	0°32'25"	5.00'	N61°45'47"W	5.00'		
C3	522.50'	0°32'54"	5.00'	S61°45'47"E	5.00'		
C4	517.00'	0°33'15"	5.00'	N61°45'47"W	5.00'		

LINE TABLE				
LINE BEARING LENGTH				
L1	S28°14'13"W	5.50'		
L2	N28°14'13"E	5.50'		

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS

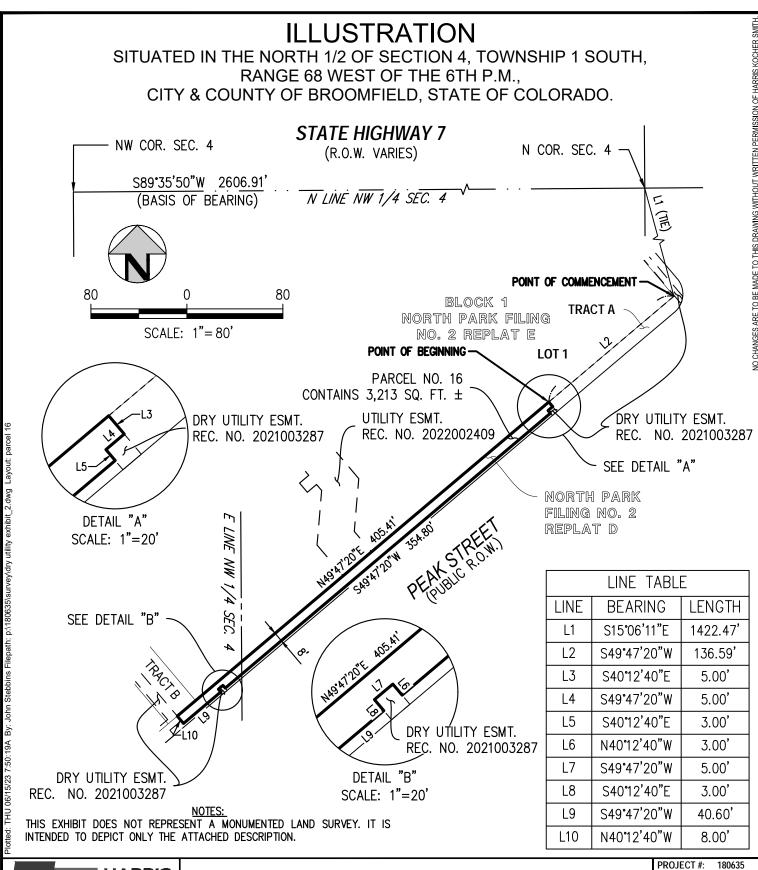




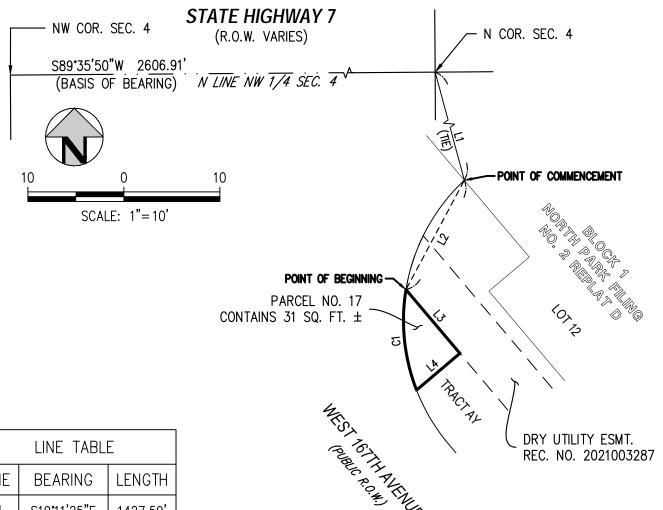
ILLUSTRATION PARCEL NO. 16

CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER

16
OF 54

ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



	LINE TABLI	Ε
LINE	BEARING	LENGTH
L1	S19°11'25"E	1427.59
L2	S28°05'06"W	12.92'
L3	S40°12'40"E	8.70'
L4	S49°47'20"W	5.91'

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

CURVE TABLE							
CURVE	CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD						
C1 20.00' 30°29'34" 10.64' N05°59'57"W 10.52'							



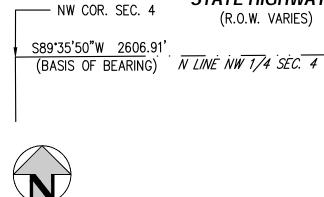
ILLUSTRATION PARCEL NO. 17

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 17 OF 54

ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.

STATE HIGHWAY 7



10

SCALE: 1"=10'

10

THU 06/15/23 7:50:27A By: John Stebbins Filepath: p:/180635/survey/dry utility exhibit_2.dwg Layout: parcel

LINE TABLE			
LINE	BEARING LENGTH		
L1	S16°00'41"E	1472.45	
L2	N08°46'42"E	7.29'	
L3	S49°47'20"W	4.91'	
L4	N40°12'40"W	7.78'	

1 }
POINT OF BEGINNING
POINT OF BEGINNING PARCEL NO. 18 CONTAINS 22 SQ. FT. ±
EST RUBLIC RO.III.
\mathcal{L}
POINT OF COMMENCEMENT. LOT 1
Block 3 North Park Filing No. 2 Replat D

N COR. SEC. 4

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	20.00'	26°36'27"	9.29'	S72°28'49"E	9.20'

NOTES:
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS INTENDED TO
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ILLUSTRATION PARCEL NO. 18

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
18 OF 54

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80

0

SCALE: 1"= 80'

DRY UTILITY ESMT.

REC. NO. 2021003287

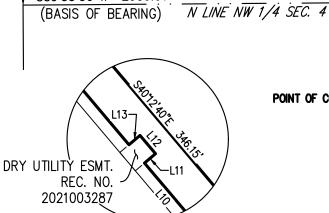
ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.

POINT OF COMMENCEMENT

STATE HIGHWAY 7

(R.O.W. VARIES)

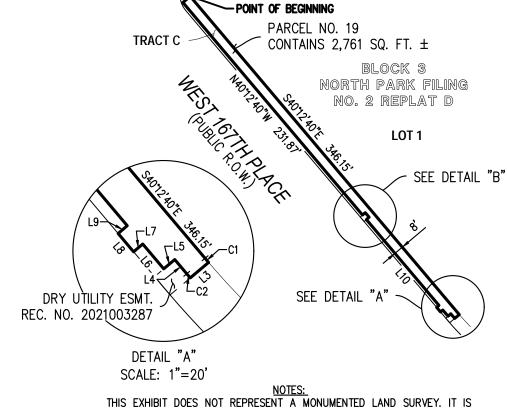


NW COR. SEC. 4

S89°35'50"W 2606.91'

DETAIL "B" SCALE: 1"=20'

LINE TABLE				
LINE	BEARING	LENGTH		
L1	S05°38'16"E	1631.11		
L2	S40°12'40"E	3.00'		
L3	S49°47'20"W	5.00'		
L4	N40°12'40"W	3.87'		
L5	S49°47'20"W	3.00'		
L6	N40°12'40"W	6.78'		
L7	S49°47'20"W	2.50'		
L8	N40°12'40"W	5.00'		
L9	N49°47'20"E	2.50'		
L10	N40°12'40"W	93.64'		
L11	N49°47'20"E	3.00'		
L12	N40°12'40"W	5.00'		
L13	S49°47'20"W	3.00'		
L14	N49°47'20"E	8.00'		



N COR. SEC. 4

CURVE TABLE

CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD

C1 169.50' 0°22'57" 1.13' S40°24'08"E 1.13'

1.13

N40°23'37"W

INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

HICS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000

ILLUSTRATION PARCEL NO. 19

0°21'55"

177.50

C2

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

1.13

19 OF 54

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L5 S49°47

L5 S49°47

L5 S49°47

L5 S49°47

L5 S49°47

L5 S49°47

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KOCHE

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6310
HarriskocherSmith.com

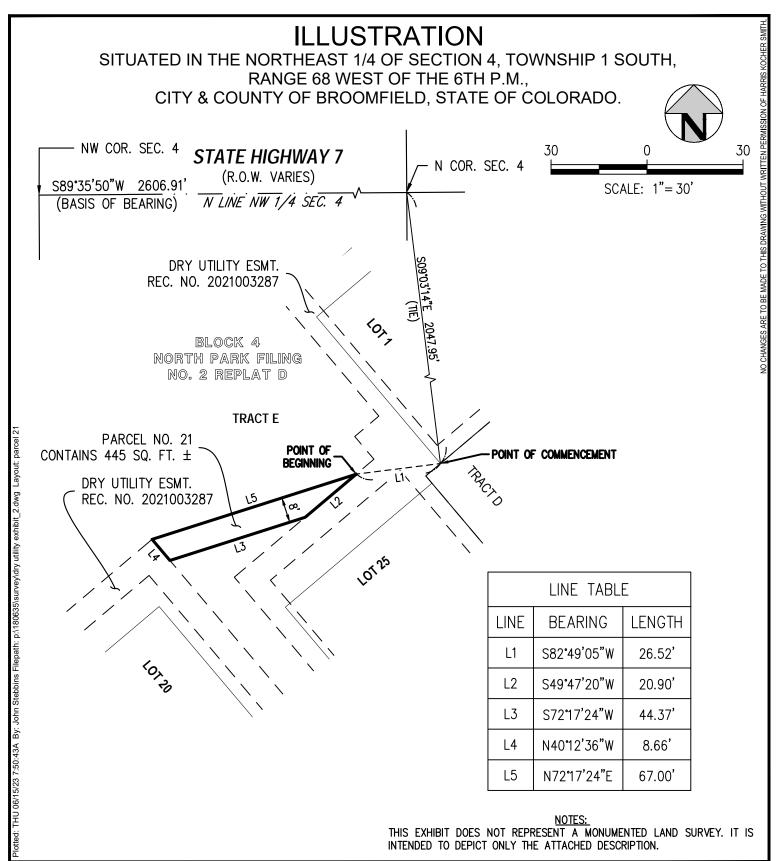
ILLUSTRATION PARCEL NO. 20

CHECKED BY: AWM DRAWN BY: JHS

SHEET NUMBER

20

20 OF 54



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ILLUSTRATION PARCEL NO. 21

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
21

21 OF 54

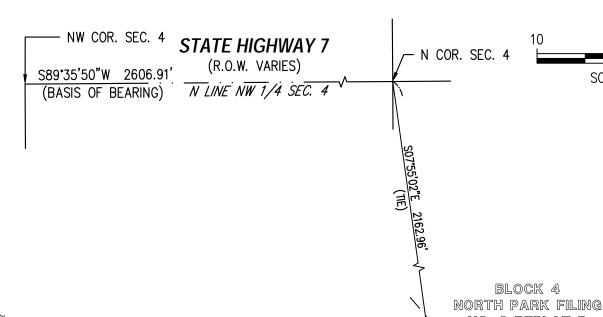
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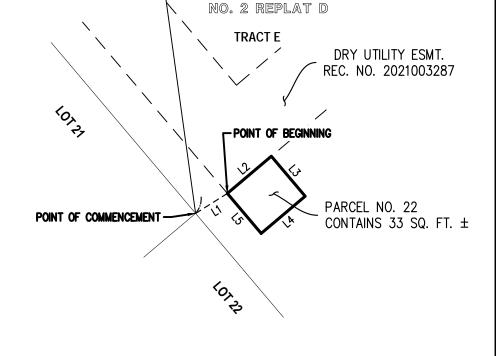
SCALE: 1"=10'

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,

CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



LINE TABLE					
LINE	BEARING	LENGTH			
L1	N57°50'31"E	3.91'			
L2	N49°47'24"E	6.00'			
L3	S40°12'36"E	5.45'			
L4	S49°47'24"W	6.00'			
L5	N40°12'36"W	5.45'			



BLOCK 4

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

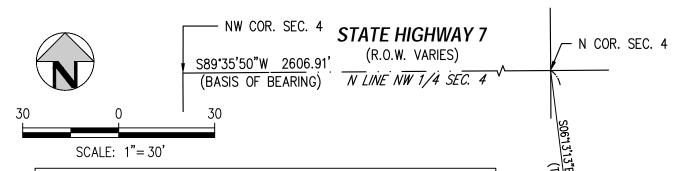


ILLUSTRATION PARCEL NO. 22

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

22 OF 54

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



CURVE TABLE					
CURVE RADIUS DELTA LENGTH CHORD BEARING CHO					CHORD
C1	25.00'	36°52'12"	16.09'	N31°21'18"E	15.81'

DRY UTILITY ESMT.

REC. NO. 2021003287

LINE TABLE LINE **BEARING** LENGTH L1 S32°06'56"E 35.50 L2 S40°12'40"E 5.00 L3 S49°47'24"W 20.00 L4 N49°47'24"E 5.00' L5 S40°12'40"E 5.00 L6 S49°47'24"W 5.50 L7 N40°12'40"W 5.00' N49°47'24"E L8 5.50

POINT OF COMMENCEMENT—

BLOCK 4

NORTH PARK FILING

NO. 2 REPLAT D

TRACT G

POINT OF BEGINNING PARCEL NO. 25

DRY UTILITY ESMT. REC. NO. 2021003287

PARCEL NO. 24
CONTAINS 49 SQ. FT. ±

POINT OF

BEGINNING

PARCEL NO. 24

CONTAINS 28 SQ. FT. ±

PARCEL NO. 25

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



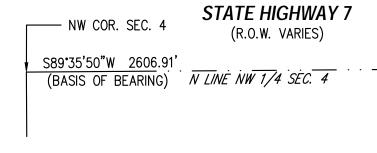
ILLUSTRATION PARCEL NO. 24 & 25 PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER

24 OF 46

7:50:58A By: John Stebbins Filepath: p:\180635\survey

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.

N COR. SEC. 4



10	 ()	10 -
	SCALE:	1"=10'	

LINE TABLE				
LINE	BEARING	LENGTH		
L1	S00°24'20"E	7.81'		
L2	S40°12'40"E	8.00'		
L3	S49°47'20"W	2.52'		
L4	N49°47'20"E	5.34'		

BLOCK 4 NORTH PARK FILING NO. 2 REPLAT D POINT OF COMMENCEMENT TRACT H POINT OF BEGINNING DRY NO. 2 REPLAT D REC. 4 POINT OF BEGINNING
PARCEL NO. 26 CONTAINS 34 SQ. FT. ±

CURVE TABLE					
CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD					CHORD
C1	20.00'	24°29'15"	8.55'	N59°38'08"W	8.48'

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

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SMITH
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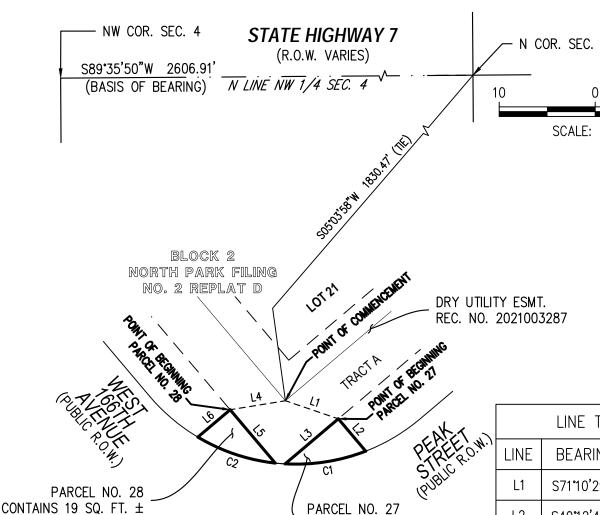
ILLUSTRATION PARCEL NO. 26

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 26 OF 54

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ILLUSTRATION

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



CURVE TABLE

LENGTH

8.58

8.58

CHORD	
8.51'	т
8.51'	T M IN

LINE TABLE					
LINE	BEARING	LENGTH			
L1	S71°10'29"E	5.83'			
L2	S40°12'40"E	4.41'			
L3	N49°47'20"E	7.27'			
L4	S80°45'10"W	5.83'			
L5	S40°12'40"E	7.27'			
L6	N49°47'20"E	4.41'			

SCALE: 1"=10'

NOTES: THIS EXHIBIT DOES NOT REPRESENT A ONUMENTED LAND SURVEY. IT NTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

RADIUS

20.00

20.00

DELTA

24°33'56"

24°33'56"

CURVE

C1

C2

ILLUSTRATION PARCEL NOS. 27 & 28

CHORD BEARING

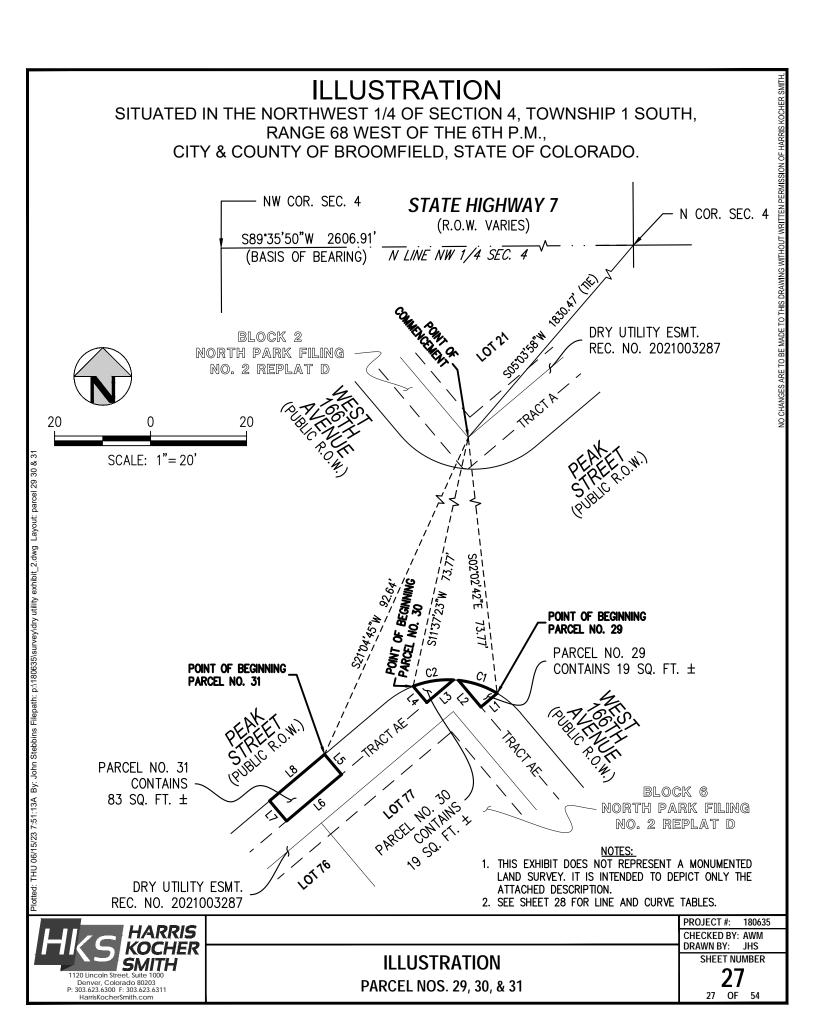
S81°02'14"W

N71°27'34"W

CONTAINS 19 SQ. FT. ±

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 26 OF 54

THU 06/15/23 7:51:08A



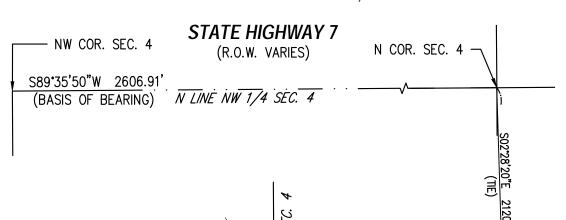
LINE TABLE				
LINE	BEARING	LENGTH		
L1	S49°47'20"W	4.41'		
L2	N40°12'40"W	7.27'		
L3	S49°47'20"W	7.27'		
L4	N40°12'40"W	4.41'		
L5	S40°12'40"E	5.50'		
L6	S49°47'20"W	15.00'		
L7	N40°12'40"W	5.50'		
L8	N49°47'20"E	15.00'		

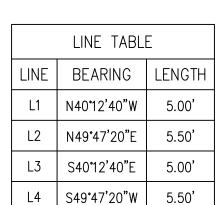
CURVE TABLE					
CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD					CHORD
C1	20.00'	24°33'56"	8.58'	S71°27'34"E	8.51'
C2	20.00'	24°33'56"	8.58'	N81°02'14"E	8.51'

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.

> BLOCK 4 NORTH PARK FILING NO. 2 REPLAT D

> > **LOT 26**





PARCEL NO. 32 CONTAINS 28 SQ. FT. ±

POINT OF BEGINNING

20 20 SCALE: 1"= 20'



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



ILLUSTRATION PARCEL NO. 32

DRY UTILITY ESMT. REC. NO. 2021003287

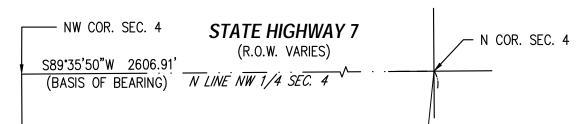
> PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS

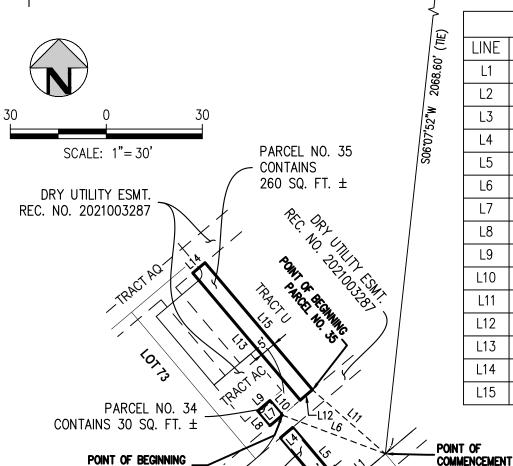
POINT OF COMMENCEMENT

SHEET NUMBER

29 OF 54

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.





LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°47'20"W	16.79'
L2	S49°47'20"W	5.00'
L3	N40°12'40"W	25.00'
L4	N49°47'20"E	5.00'
L5	S40°12'40"E	25.00'
L6	N69°26'37"W	34.38'
L7	S49°47'20"W	5.00'
L8	N40°12'40"W	6.00'
L9	N49°47'20"E	5.00'
L10	S40°12'40"E	6.00'
L11	N48°44'30"W	30.34'
L12	S49°47'20"W	5.00'
L13	N40°12'40"W	52.00'
L14	N49°47'20"E	5.00'
L15	S40°12'40"E	52.00'

POINT OF BEGINNING
PARCEL NO. 35

PARCEL NO. 33

CONTAINS 125 SQ. FT. ±

TRACT U

DRY UTILITY ESMT.

REC. NO. 2021003287

NO. 2 REPLAT D

POINT OF BEGINNING
PARCEL NO. 33

10707

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

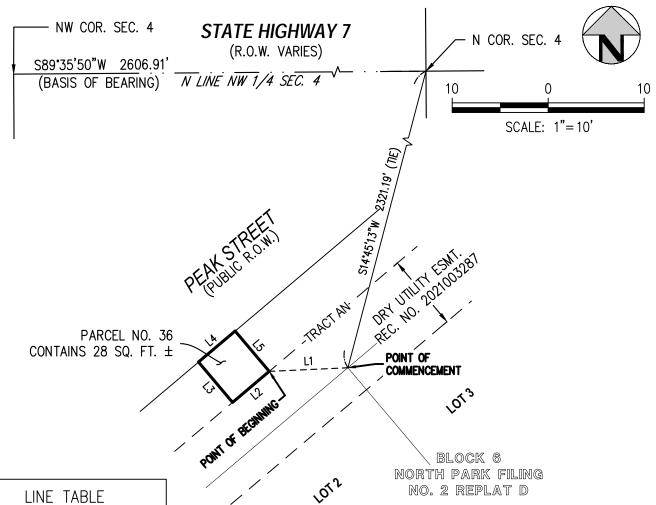
BLOCK 6

NORTH PARK FILING

HARRIS KOCHER SMITH 1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6310 F: 303.623.6311 HarriskocherSmith.com

ILLUSTRATION PARCEL NOS. 33, 34, & 35 PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
30
30 OF 54

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



	LINE TABLE		
LINE	BEARING	LENGTH	
L1	N87°21'32"E	8.20'	
L2	S49°47'20"W	5.00'	
L3	N40°12'40"W	5.50'	
L4	N49°47'20"E	5.00'	
L5	S40°12'40"E	5.50'	

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



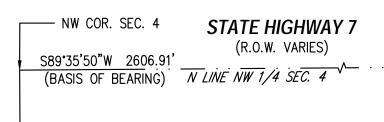
PARCEL NO. 36

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 31 OF 54

ILLUSTRATION

20

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



POINT OF BEGINNING

PARCEL NO. 37

CONTAINS 17 SQ. FT. ±

20

N COR. SEC. 4

SCALE: 1"= 20'

POINT OF COMMENCEMENT LOT 1

> BLOCK 6 NORTH PARK FILING NO. 2 REPLAT D

LINE TABLE		
LINE	BEARING	LENGTH
L1	N83°53'32"W	6.91'
L2	S40°12'40"E	4.23'
L3	S49°47'20"W	6.77'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	20.00'	23°02'38"	8.04'	N17°46'47"E	7.99'

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



ILLUSTRATION PARCEL NO. 37

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 32 OF 54

30

ILLUSTRATION SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH. RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO. NW COR. SEC. 4 STATE HIGHWAY 7 N COR. SEC. (R.O.W. VARIES) S89°35'50"W 2606.91' (BASIS OF BEARING) N LINE NW 1/4 SEC. 4 30 SCALE: 1"= 30' LINE TABLE LINE **BEARING** LENGTH DRY UTILITY ESMT. L1 N88°26'55"E 6.40' REC. NO. 2021003287 S40°12'40"E L2 6.50 S11.47'20"W L3 N40°12'40"W 6.50'L4 S40°12'40"E 4.00 L5 S40°12'40"E 8.00' 16 S49°47'20"W 25.00 L7 N40°12'40"W 8.00 PARCEL NO. 38 POINT OF **CONTAINS** 18 N49°47'20"E 25.00 COMMENCEMENT 312 SQ. FT. ±

PARCEL NO. 40

PARCEL NO. 40

DRY UTILITY ESMT. REC. NO. 2021003287

CONTAINS 345 SQ. FT. ±

TRACT AN

DRY UTILITY ESMT. REC. NO. 2021003287

6.40

6.50

6.50'

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

> **ILLUSTRATION** PARCEL NOS. 38, 39, & 40

TRACT

BLOCK 6 NORTH PARK FILING

NO. 2 REPLAT D

POINT OF

BEGINNING PARCEL NO. 40

> PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

POINT OF **BEGINNING**

PARCEL NO. 39

PARCEL NO. 39

DRY UTILITY ESMT. REC. NO. 2021003287

CONTAINS 200 SQ. FT. ±

33 OF 54

Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com

L9

L10

L11

S11°07'57"W

S40°12'40"E

N40°12'40"W

HARRIS KOCHER SMITH 1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P. 303.623.6301 F. 303.623.6311 HadriskocherSmith.com

DESCRIPTION.

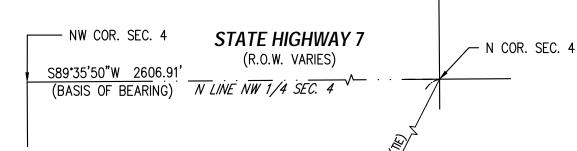
ILLUSTRATION PARCEL NO. 41

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER

34

34 OF 54

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



	LINE TABLE		
LINE	BEARING	LENGTH	
L1	S31°21'14"W	6.32'	
L2	S40°12'40"E	5.00'	
L3	S49°47'20"W	23.50'	
L4	S40°12'40"E	5.00'	
L5	S49°47'20"W	9.00'	
L6	S49°47'20"W	6.00'	
L7	N49°47'20"E	15.00'	
L8	S40°12'40"E	5.00'	
L9	N49°47'20"E	23.50'	

POINT OF BEGINNING

TRACT AA

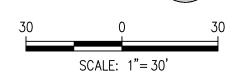
BLOCK 6

NORTH PARK FILING
NO. 2 REPLAT D

PARCEL NO. 42
CONTAINS 613 SQ. FT. ±

DRY UTILITY ESMT.
REC. NO. 2021003287

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



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ILLUSTRATION PARCEL NO. 42

PROJECT #: 180635

CHECKED BY: AWM
DRAWN BY: JHS

SHEET NUMBER

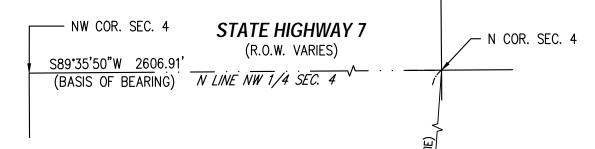
35 OF 54

:3 7:51:53A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layou

POINT OF COMMENCEMENT

ILLUSTRATION

SITUATED IN THE WEST 1/2 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



REC. NO. 2021003287

S LINE NW 1/4 SEC. 4

PARCEL NO. 43 CONTAINS 225 SQ. FT. ±

NORTH PARK FILING

NO. 2 REPLAT D

DRY UTILITY ESMT.

POINT OF BEGINNING BLOCK 6

BEARING LINE **LENGTH** L1 S63°52'01"W 7.22 12 S49°47'20"W 15.00 L3 N40°12'40"W 15.00 L4 N49°47'20"E 15.00

LINE TABLE

L5 S40°12'40"E 15.00

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

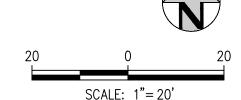
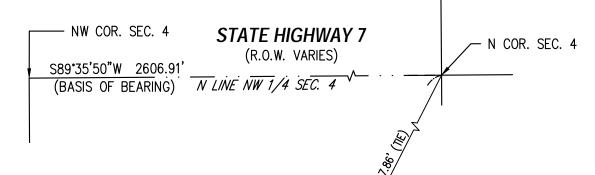


ILLUSTRATION PARCEL NO. 43

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 36 OF 54

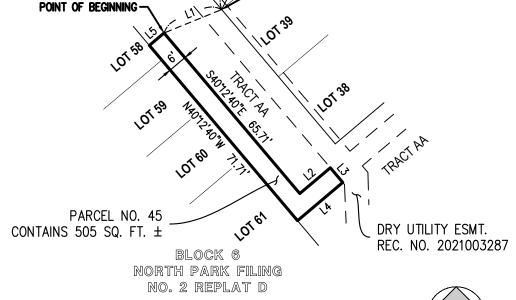
Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



	LINE TABLE		
LINE	BEARING	LENGTH	
L1	S67°48'14"W	19.45'	
L2	N49°47'20"E	12.50'	
L3	S40°12'40"E	6.00'	
L4	S49°47'20"W	18.50'	
L5	N49°47'20"E	6.00'	

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



POINT OF COMMENCEMENT

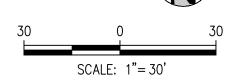
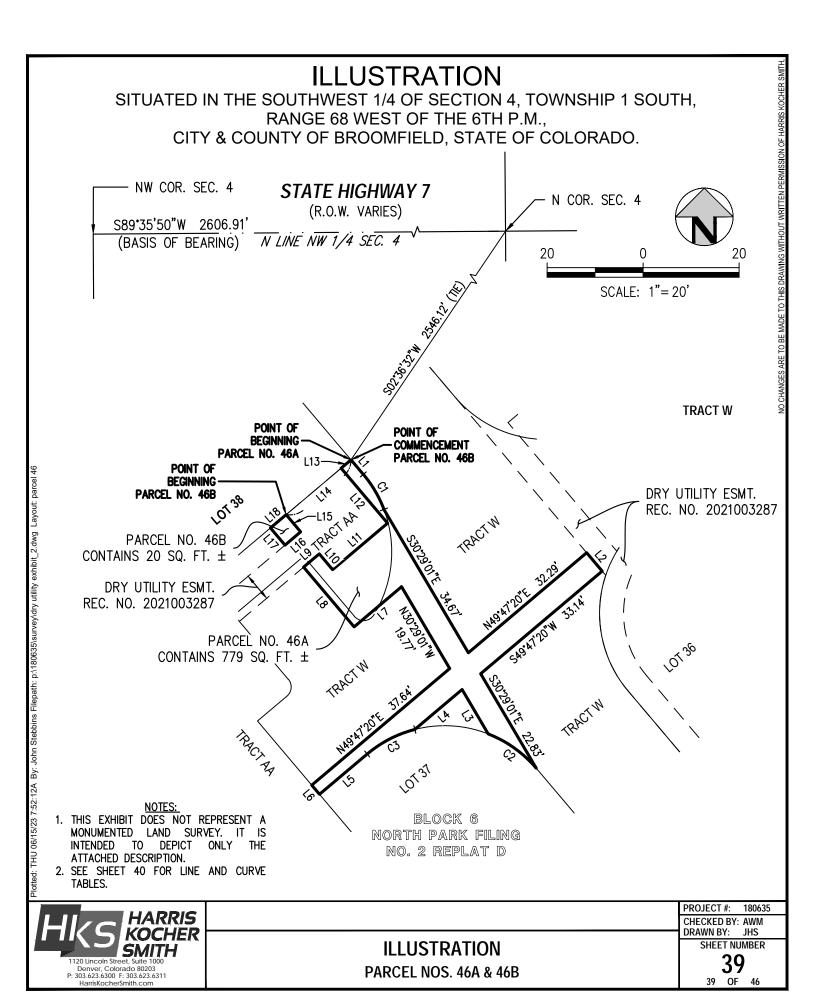




ILLUSTRATION PARCEL NO. 45

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 38 38 OF 54

Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com

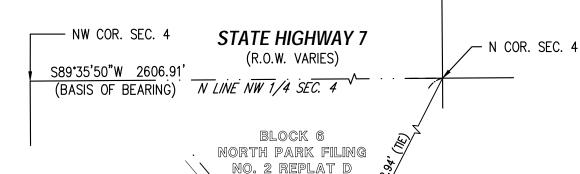


LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°12'40"E	3.98'
L2	S40°12'40"E	5.00'
L3	N30°29'01"W	10.73'
L4	S49°47'20"W	12.89'
L5	S49°47'20"W	13.00'
L6	N40°12'40"W	2.50'
L7	S49°47'20"W	12.94'
L8	N40°12'40"W	16.31'
L9	N49°47'20"E	4.27'

	LINE TABLE		
LINE	BEARING	LENGTH	
L10	S40°12'40"E	4.31'	
L11	N49°47'20"E	15.00'	
L12	N40°12'40"W	15.00'	
L13	N49°47'20"E	2.69'	
L14	S49°47'20"W	17.69'	
L15	S40°12'40"E	4.69'	
L16	S49°47'20"W	4.27'	
L17	N40°12'40"W	4.69'	
L18	N49°47'20"E	4.27'	

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	25.00'	19 ° 27'19"	8.49'	S30°29'01"E	8.45'
C2	25.00'	28 ° 29'39"	12.43'	N54°27'29"W	12.31'
C3	25.00'	25 ° 50'31"	11.28'	S62°42'36"W	11.18'

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



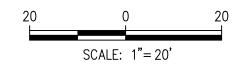
LOT 66

DRY UTILITY ESMT. REC. NO. 2021003287

	LINE TABLE		
LINE	BEARING	LENGTH	
L1	S66°46'34"E	4.47'	
L2	S40°12'40"E	18.23'	
L3	N49°47'20"E	12.99'	
L4	S89°49'48"E	25.00'	
L5	S40°12'40"E	7.31'	
L6	S49°47'20"W	10.04'	
L7	N40°12'40"W	6.68'	
L8	N49°47'20"E	15.00'	

POINT OF COMMENCEMENT	POINT OF BEGINNING PARCEL NO. 48
POINT OF BEGINNING PARCEL NO. 47	
POLY I	MENADLY.
PARCEL NO. 47	PRONTRE & O.
CONTAINS 171 SQ. FT. ±	180
PARCEL NO. 48	
CONTAINS 109 SQ. FT. ±	

CURVE TABLE					
CURVE	RVE RADIUS DELTA LENGTH CHORD BEARING CHORD				CHORD
C1	20.00'	68 ° 04'49"	23.76'	N75°41'01"W	22.39'
C2	20.00'	14°21'15"	5.01'	S56°57'58"W	5.00'



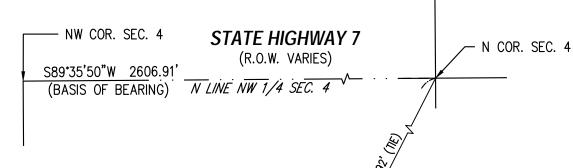
NOTES:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS LAND INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.



ILLUSTRATION PARCEL NOS. 47 & 48

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER 41 OF 54

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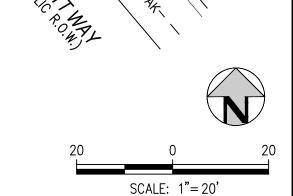
DRY UTILITY ESMT. REC. NO. 2021003287

POINT OF COMMENCEMENT

POINT OF BEGINNING

PARCEL NO. 51 CONTAINS 75 SQ. FT. \pm

	LINE TABLE				
LINE	BEARING LENGTH				
L1	S40°12'40"E	6.29'			
L2	N49°47'20"E	5.00'			
L3	S40°12'40"E	15.00'			
L4	S49°47'20"W	5.00'			
L5	N40°12'40"W	15.00'			



BLOCK 6

NORTH PARK FILING

NO. 2 REPLAT D

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



ILLUSTRATION PARCEL NO. 51

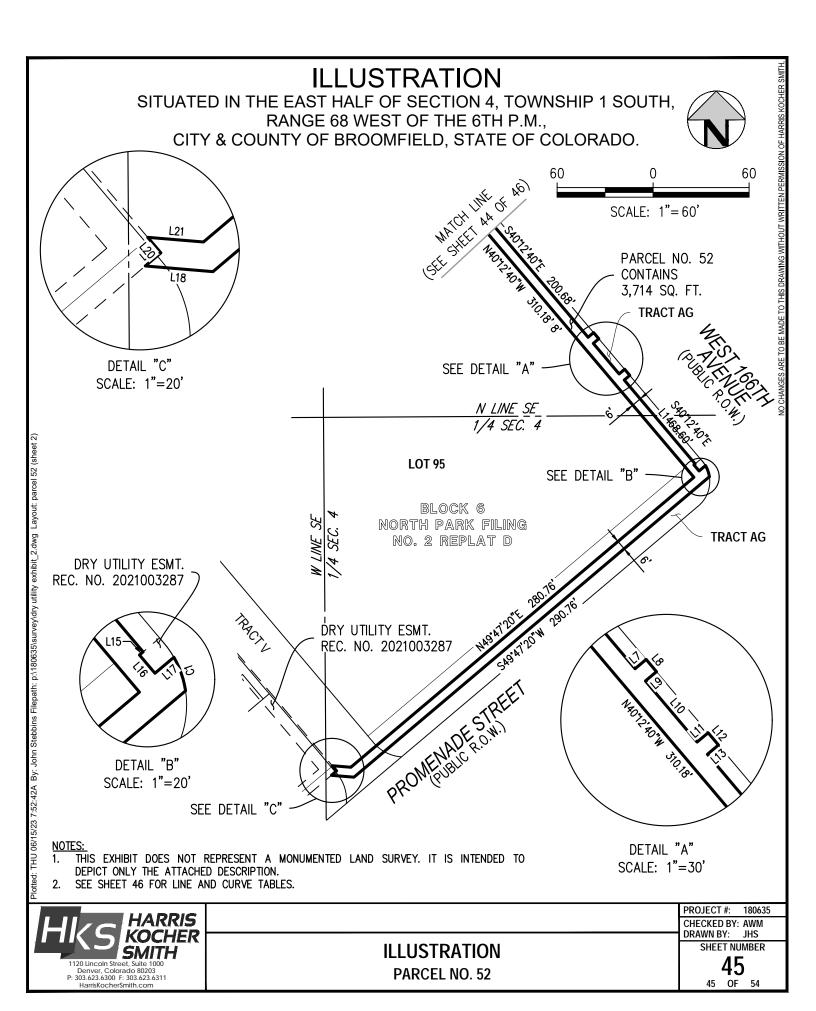
PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
43
OF 54

ILLUSTRATION SITUATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO. 60 60 SCALE: 1"=60' NW COR. SEC. 4 STATE HIGHWAY 7 N COR. SEC. 4 (R.O.W. VARIES) S89°35'50"W 2606.91' N LINE NW 1/4 SEC. 4 (BASIS OF BEARING) POINT OF BEGINNING POINT OF COMMENCEMENT DRY UTILITY ESMT. REC. NO. 2021003287 DRY UTILITY ESMT. REC. NO. 2021003287 S40"12'40"E 200.68' SÉE DETAIL **TRACT AG LOT 95** PARCEL NO. 52 **CONTAINS** 3,714 SQ. FT. BLOCK 6 NORTH PARK FILING NO. 2 REPLAT D **DETAIL** SCALE: 1"=20' NOTES: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION. SEE SHEET 46 FOR LINE AND CURVE TABLES. PROJECT #: 180635

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ILLUSTRATION PARCEL NO. 52

CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
44
0F 44



CURVE TABLE					
CURVE RADIUS DELTA LENGTH CHORD BEARING CHORD					
C1	20.00'	21°18'41"	7.44'	S19"11'55"E	7.40'

LINE TABLE				
LINE	BEARING	LENGTH		
L1	S85°12'40"E	8.49'		
L2	S40°12'40"E	51.85'		
L3	S49°47'20"W	1.00'		
L4	S40°12'40"E	5.00'		
L5	N49°47'20"E	1.00'		
L6	S40°12'40"E	143.83'		
L7	N49°47'20"E	4.50'		
L8	S40°12'40"E	5.00'		
L9	S49°47'20"W	4.50'		
L10	S40°12'40"E	25.00'		
L11	N49°47'20"E	4.50'		
L12	S40°12'40"E	5.00'		
L13	S49°47'20"W	4.50'		
L14	S40°12'40"E	68.60'		
L15	S49°47'20"W	1.00'		
L16	S40°12'40"E	5.00'		
L17	N49°47'20"E	5.17'		
L18	N85°12'40"W	14.14'		
L19	N49°47'20"E	4.24'		
L20	N40°12'40"W	4.24'		

LINE TABLE			
LINE	BEARING	LENGTH	
L21	S85°12'40"E	11.66'	
L22	N49°47'20"E	6.00'	

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LINE AND CURVE TABLES

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS

20

N COR. SEC. 4

SCALE: 1"= 20'

LOT 2

DRY UTILITY ESMT.

REC. NO. 2021003287

20

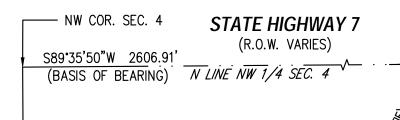
LOT 1

PARCEL NO. 53A
CONTAINS 125 SQ. FT. #

TRACT J

ILLUSTRATION

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



DRY UTILITY ESMT. REC. NO. 2021003287 POINT OF COMMENCEMENT

S58°56'58"E 1.00

I FNGTH 25.00 5.00

S31°03'02"W L3 25.00 L4 N58°56'58"W 5.00 L5 S58°56'58"E 20.00 L6 S31°03'02"W 5.00

LINE TABLE

BFARING

N31°03'02"E

S58°56'58"E

L7	N58°56'58"W	5.00'

RADIUS

25.00

DELTA

36°52'12"

CL	CURVE TABLE					
4	LENGTH	CHORD BEARING	CHORD			
2"	16.09'	N40°30'52"W	15.81'			

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



ILLUSTRATION PARCEL NOS. 53A AND 53B

STA BEGINNING

PARCEL NO. 53B

LOT 47

BLOCK 5

NORTH PARK FILING

NO. 2 REPLAT D

CONTAINS 49 SQ. FT. ±

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

47 OF 54

p:\180635\survey\dry utility exhibit_2.dwg

LINE

L1

L2

CURVE

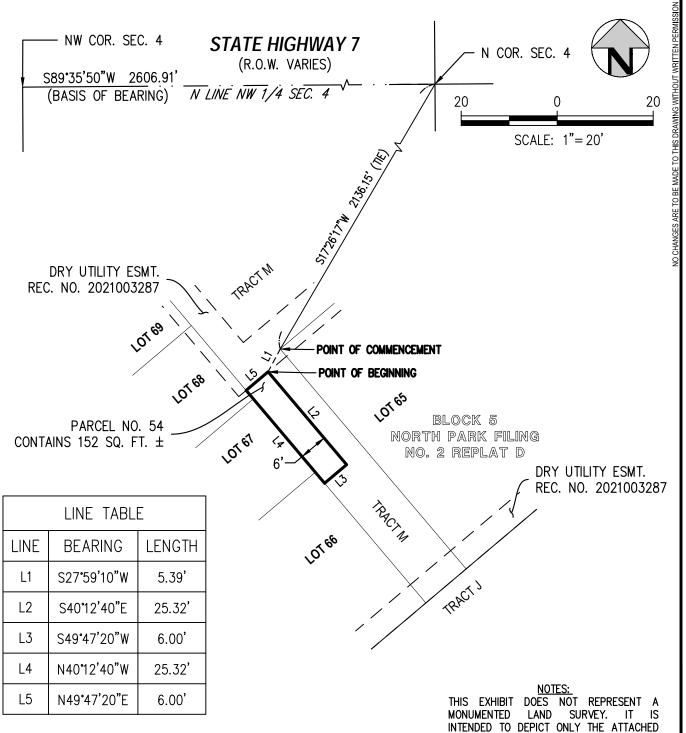




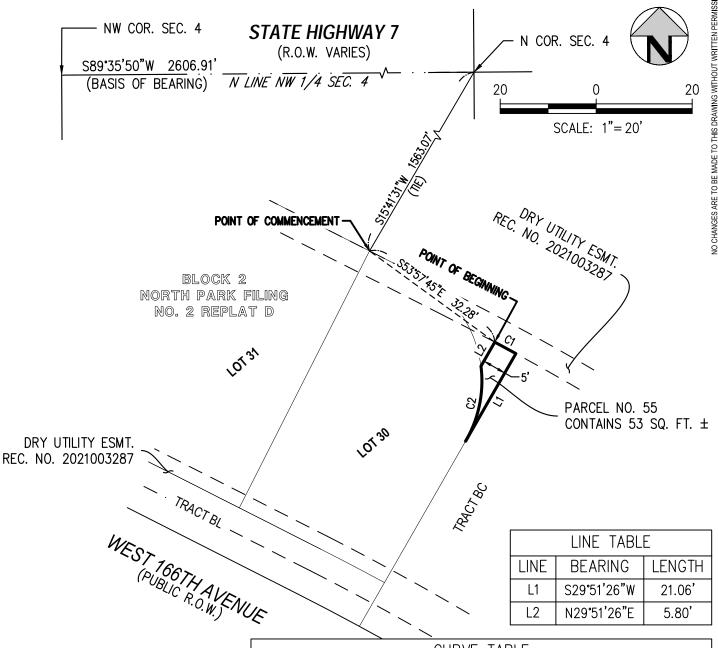
ILLUSTRATION PARCEL NO. 54

PROJECT #: 180635 CHECKED BY: AWM DRAWN BY: JHS SHEET NUMBER

DESCRIPTION.

48 OF 54

SITUATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



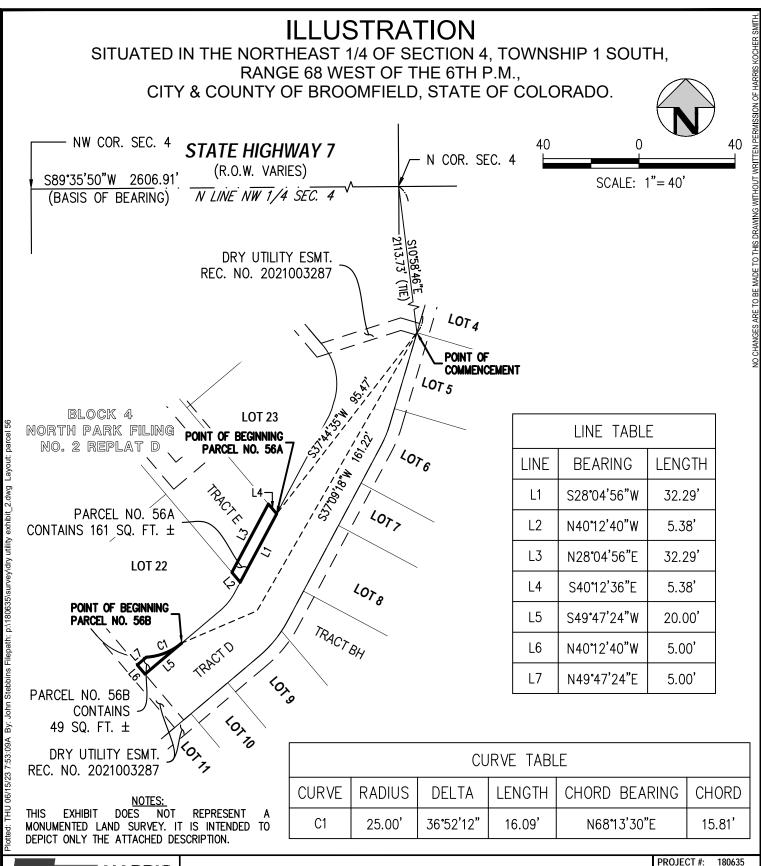
NOTES:
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS
INTENDED TO DEPICT ONLY THE ATTACHED
DESCRIPTION.

	CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	
C1	582.50'	0°29'31"	5.00'	S61°37'07"E	5.00'	
C2	24.83'	37°25'21"	16.22'	N11°33'51"E	15.93'	



ILLUSTRATION PARCEL NO. 55

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
49
49 OF 54



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ILLUSTRATION
PARCEL NO. 56A & 56B

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
50
50
50
50
50
51

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "<u>Agreement</u>") is made and entered into as of August _____, 2023 (the "<u>Effective Date</u>"), by and between BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Pinnacle Consulting Group, Inc., 550 W Eisenhower Boulevard, Loveland, CO 80537 ("<u>Licensor</u>"), and BOULDER CREEK BASELINE, LLC, a Colorado limited liability company, whose address is 712 Main St, Louisville, CO 80027. ("<u>Licensee</u>").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Licensor hereby grants to Licensee, its agents, successors, and assigns, a temporary, revocable, non-exclusive license (the "<u>License</u>") for the storage of materials (the "<u>Materials</u>") in, to, through, over, and across Licensor's property located in the City and County of Broomfield, Colorado, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (the "<u>Property</u>"). Licensee agrees to maintain, secure and store the Materials at all times and at its sole cost and expense. Licensor shall not be responsible for any damage or theft of the Materials.
- 2. Licensee shall not make any physical alterations to the Property beyond those necessary for the purposes of this License. Licensee shall not disturb or interfere with any of Licensor's operations or activities on the Property.
- 3. This Agreement shall begin on the Effective Date and shall continue in force and effect until December 31, 2024, or the License is terminated by Licensor upon written notice to Licensee at Licensee's above address, whichever occurs first. In either event, Licensee shall complete all required restoration of the Property and shall be allowed to access the Property to perform the restoration work pursuant to Section 6 this Agreement.
- 4. Licensor licenses the Property to Licensee in its present condition, as is, without warranty or representation. This License is subject to all other easements, rights-of-way and other property interests of record. Licensor reserves the right to grant further interests in the Property so long as such interests are not inconsistent with or do not unreasonably interfere with Licensee's use of the Property, such determination to be made by Licensor in its reasonable discretion.
- 5. Licensee shall obtain all necessary licenses, permits, and approvals for storing the Materials on the Property. Licensee shall comply with all applicable laws, ordinance, rules and regulations pertaining to Licensee's use of the Property during the term of this Agreement.
- 6. Upon completion of its activities hereunder, Licensee, at its sole cost and expense, shall remove the Materials and restore the surface of the Property to the Property's original condition as existed prior to Licensee storing the Materials upon the Property.
- 7. Licensee shall ensure that no refuse, hazardous waste or hazardous material will be stored or disposed on the Property. Licensee shall be responsible for correcting, at its sole cost and

expense, any environmental damage or other hazardous conditions to or on the Property due to the Materials stored on the Property, and Licensee shall be responsible for the payment of any and all fees, fines, penalties or other charges that may be imposed by any governmental agency for Licensee's storage of the Materials on the Property.

- 8. Licensee shall indemnify, assume all responsibility for, and hold harmless Licensor and its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by, or with respect to, third parties to the extent they arise or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Licensee or any of its contractors, agents or employees, in connection with this Agreement or the License provided hereunder or that cause or allow to continue a condition or event that deprives the Indemnitees, as applicable, of sovereign immunity under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time. Provided, however, that the Licensee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement.
- 9. Licensee and its contractors, employees, and agents that will access the Property pursuant to this Agreement shall secure and maintain for the term of this Agreement adequate statutory workers' compensation insurance coverage and comprehensive general liability insurance in the aggregate amount of \$2,000,000 from companies licensed in the State of Colorado as will protect itself and the Indemnitees from claims for bodily injury, death, personal injury or property damage which may arise out of or result from Licensee's acts, errors or omissions. Such insurance coverage shall be acceptable to Licensor in its sole discretion, and to evidence the required insurance coverage. Copies of certificates of insurance shall be furnished to Licensor.
- 10. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute hereunder shall lie in the District Court in the City and County of Broomfield, Colorado.
- 12. Licensee may not assign this Agreement without the prior written consent of Licensor.
- 13. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

- 14. Nothing herein or any actions taken by Licensor pursuant to this Agreement shall be deemed a waiver of Licensor's sovereign immunity pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.
- 15. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

(Remainder of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the Effective Date.

	LICENSOR: BASELINE METROPOLITAN DISTRICT NO. 1 By: Kim L. Perry Its: President
STATE OF COLORADO COUNTY OF LARIMER The foregoing License Agree)) ss.) ement was acknowledged before me this day of
	of BASELINE METROPOLITAN DISTRICT NO. 1.
My commission expires:	_
(SEAL)	Notary Public

LICENSEE:

BOULDER CREEK BASELINE, LLC. a Colorado limited Hability company

Cuic Setted

STATE OF COLORADO) ss.

COUNTY OF BOUNDER

BASELINE, LLC, a Colorado limited liability company.

Notary Public

WITNESS my hand and official seal.

My commission expires: Out3/2024

(SEAL)

STEPHANIE GAIL SPETTER **NOTARY PUBLIC** STATE OF COLORADO NOTARY ID 20204021717 MY COMMISSION EXPIRES 06/23/2024

EXHIBIT A

The Property

Tract N, North Park Filing No. 2, Replat D, City and County of Broomfield, State of Colorado



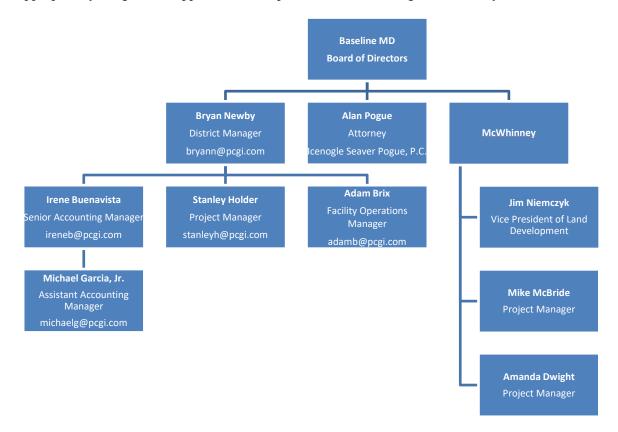
To: Baseline Metropolitan District Board of Directors

From: Pinnacle Consulting Group, Inc.

Subject: Managers' Report Board Meeting Date: September 7, 2023

General District Matters

- **Primary Contact:** Please contact Bryan Newby, District Manager, at bryann@pcgi.com or basemdadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- Client Service Team: Periodically throughout the year, Pinnacle Consulting Group, Inc. adjusts internal client assignments to ensure staff caseloads are appropriate and to ensure subject matter experts are appropriately assigned to support with all aspects of District Management. Meet your Pinnacle Team:



- **District Matters:** The District's management team executed District matters since the July 6, 2023, Board meeting. Monthly, District management provides the following services:
 - Adheres to administrative and compliance matters.
 - o Processes monthly payables and financial reports.

- Oversees District budget and operational expenditures.
- o Oversees District operations per the approved Service Plan and District needs.
- o Collaborates with legal counsel on legal matters.
- Oversee preparation and distribution of Board packets including agenda, minutes, reports, contracts, and agreements prior to Board meetings.
- The Manager consistently communicates with the Board including periodic status reports at each Board meeting.
- Management & Administration Updates & Activities: Recently the District's management team has prioritized the following items:
 - o The management team has been working diligently to analyze the 2023 District budgets and project the 2024 District budgets. Once complete, we will coordinate with the Board to schedule budget review meetings as necessary in anticipation of the November 2nd Budget Hearing.
 - The management team has met with the McWhinney marketing team to discuss and prepare materials for District marketing specifically aimed at promoting the anticipated Sustainable Landscape Community Designation in 2024.
 - As requested, all 2023 Board meeting packets have been added to the District website (for all McWhinney Districts). Moving forward, we will post Board packets to websites before the scheduled meeting takes place.
- Conference Calls/Coordination Meetings: District Management attended the McWhinney Districts Conference Call on August 2, 2023, where we discussed amending the First Amendment Policy, the Integrated project delivery model for Center Street District and discussed reviewing the Maintenance Cost Sharing Agreement with Baseline Community Association, Inc. in preparation for 2024.
- Website Analytics: Website analytics allows management to review website activity throughout the year.

Last Month	YTD
87 + Visits	666 + Visits
84 + Unique Visitors	538 + Unique Visitors
184 + Page Views	1,700 + Page Views

• **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion
File Boundary Map	PCGI	01/01/2023	Completed
Post Transparency Notice	PCGI	01/15/2023	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/2023	Completed
Renew SDA Membership	PCGI	03/01/2023	Completed
File Audit Exemptions	PCGI	03/31/2023	Completed
Submit Audit to Governing Board	PCGI	06/30/2023	Completed
File Audit	PCGI	07/30/2023	Completed
File Annual Report	PCGI	10/01/2023	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2023	
Renew Property & Liability Insurance	PCGI	12/01/2023	

Certify Mill Levies	PCGI	12/15/2023	
Adopt Budget	PCGI	12/31/2023	
Ensure Website Compliance	PCGI	12/31/2023	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

- July Updates
 - OLM inspection completed on 7/28. Scored 91%.
- August Updates
 - OLM inspection completed on 8/25. Scored 92%.
 - o Native on Prebble Creek was mistakenly mowed by EDI.
- Looking ahead
 - o Tree replacements will be done in September.
 - o All native to be mowed in fall based on HPEC's recommendation. High growth this year has caused grass to fold over in some areas.
 - o HPEC will thin out cattails in native near Prebble Creek and Sheridan.







To: Baseline Metropolitan District Board of Directors

From: Pinnacle Consulting Group, Inc.

Subject: District Capital Infrastructure Project Report

Board Meeting Date: September 7, 2023

BIDDING

- 1. Linear Park Phase 1 Public Improvements (CFS #6)
 - The pre-bid meeting was held on Monday July 24, 2023. Currently in the process of
 moving bid opening in order to accommodate bidders with more time to get accurate
 pricing.
- 2. Southlands Public Infrastructure (CFS #12)
 - The pre-bid meeting for grading was held on Friday August 25, 2023. The bid opening for grading will be held on Friday September 15, 2023. Bid Results and contractor recommendations will be presented at the October 5, 2023 board meeting.
- 3. Parkside West Phase 2 Public Landscaping (CFS #21)
 - The project overview meeting was held on Tuesday May 23, 2023. The pre-bid meeting was held on Thursday June 15, 2023. The bid opening has been scheduled for Friday July 14, 2023. Bid results and contractor recommendations will be presented at the October 5, 2023 board meeting.
- 4. Monumentation Phase 3 (CFS #23)
 - The project overview meeting is scheduled for Friday June 2, 2023. The pre-bid meeting was held on Thursday June 22, 2023. The bid opening has been scheduled for Thursday July 13, 2023. Bid results and contractor recommendations will be presented at the September 7, 2023 board meeting.

CONSTRUCTION

- 5. Parkside West Phase 1 Public Infrastructure Improvements (CFS #3)
 - CRC continues construction of sidewalks and roadway asphalt top lift and remains on track for final completion by end of May 2023.
- 2. Parkside West Phase 1 Public Landscaping Improvements (CFS #3)
 - A fully executed construction contract has been issued to Rocky Mountain Custom Landscapes and Associates. Construction has begun with an anticipated final completion by the end of Summer 2024.
- 6. Monumentation Phase 1 (CFS #7)
 - Installation of primary boundary marker/monument sign is complete. Final electrical service termination is complete and final acceptance anticipated by late April 2023.
- 7. West Sheridan Residential Phase 2 Public Landscaping Improvements (CFS #11)



- Hall Contracting continues installation of irrigation lines, landscaping, and remains on track with final completion anticipated by Summer 2023.
- 8. 160th Avenue (CFS #14)
 - A fully executed construction contract for public grading has been issued to Coyote Ridge Construction. An anticipated start date is late Spring 2023.
 - A fully executed construction contract for public utilities has been issued to Wagner Construction. An anticipated start date is late Spring 2023.
 - A fully executed construction contract for public roadways has been issued to Asphalt Specialties. An anticipated start date is for early Summer 2023.
- 9. Sheridan Parkway Phase 2 (CFS #15)
 - A fully executed construction contract for public grading has been issued to Coyote Ridge Construction. An anticipated start date is late Spring 2023.
 - A fully executed construction contract for public utilities has been issued to Wagner Construction. An anticipated start date is late Spring 2023.
 - A fully executed construction contract for public roadways has been issued to Asphalt Specialties. An anticipated start date is for early Summer 2023.
- 10. Monumentation Phase 2 (CFS #16)
 - Installation of all signs is complete. Final electrical service termination at each sign continues and remains on track with final completion anticipated by late April 2023.
- 11. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Storm Sewer Improvements (CFS #17)
 - CRC continues with installation of storm sewer improvements, and remains on track for final completion anticipated for Summer 2023.
- 12. Parkside West Phase 2 Public Infrastructure Improvements (CFS #21)
 - CRC continues with installation of sanitary sewer, water, dry utility sleeves, and area drains and remains on track for final completion anticipated by late June 2023.

WARRANTY

- 13. Sheridan Parkway Phase 1 Public Infrastructure Improvements (CFS #2)
 - City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for late February 2024.
- 14. Sanitary Sewer Trunk Line (CFS #4)
 - City and County of Broomfield warranty period expires in May 2023. Final Acceptance is tentatively scheduled for April 2023.
- 15. Preble Creek Drainage (CFS #5)
 - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
- 16. Preble Creek Median Landscaping (CFS #8)
 - City and County of Broomfield warranty period expires in October 2023. Final Acceptance is tentatively scheduled for September 2023.

(303) 333.4380



- 17. Southeast Industrial Offsite Roadway Public Infrastructure Improvements (CFS #10)
 - City and County of Broomfield warranty period expires in December 2023. Final Acceptance is tentatively scheduled for November 2023.
- 18. West Sheridan Residential Phase 2 Public Infrastructure Improvements (CFS #11)
 - City and County of Broomfield warranty period expires in March 2024. Final Acceptance is tentatively scheduled for February 2024.
- 19. Flex Industrial Phase 1 (Filing 2 Replat C Phase 1) Sanitary Sewer Service
 - City and County of Broomfield warranty period expires in January 2024. Final Acceptance is tentatively scheduled for December 2023.
- 20. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Sanitary Sewer Improvements
 - City and County of Broomfield warranty period expires in December 2024. Final Acceptance is tentatively scheduled for November 2024.





To: Baseline Metropolitan District Board of Directors

From: Pinnacle Consulting Group, Inc.

Subject: Baseline Monumentation Phase 3 Public Landscape Improvements Project Bid Summary

Board Meeting Date: September 7, 2023

GENERAL

Four contractors attended the mandatory pre-bid meeting held on June 22, 2023 and three contractors submitted bids on July 13, 2023.

UNIT PRICE BIDS

ADCON submitted a bid but it is not listed below as it was incomplete and did not properly meet the bidding requirements. Comparison of the bids revealed that all bids came in over the budget estimate. Of the bids received, BSC Signs is 1% above the budget estimate and E3 Signs is 15% above the budget estimate.

ADJUSTED BID ANALYSIS SUMMARY

Baseline Monumentation Phase 3 Public Signage Improvements					
Description	Budget Estimate	BSC Signs E3 S		E3 Signs	
General Conditions	\$10,000.00	\$	6,498.00	\$	5,000.00
Final Design	\$20,500.00	\$	4,677.81	\$	8,480.00
Signage-Fabrication and Installation	\$71,480.00	\$	100,518.86	\$	85,900.00
Electrical	\$22,500.00	\$	20,560.53	\$	59,886.00
Concrete	\$20,000.00	\$	13,824.50	5 6,600.00	
TOTAL	\$144,480.00	\$	146,079.70	\$	165,866.00
Budget Estimate vs. Bid			1%	15%	
Bid Comparison			LOW	14%	

PROJECT SCHEDULE

The anticipated start date is December 2023 with final completion by January 2024.

QUALIFICATIONS/REFERENCES

Two bidders submitted qualified bids with complete qualification statements. The lowest complete bidder, BSC Signs is an experienced Colorado contractor who has performed work for various developers along the Front Range. E3 Signs is also a qualified bidder who has previously performed satisfactory work for the Baseline Metropolitan District and other Districts along the front range.

O&M AND REPLACEMENT SUMMARY

The District will assume ownership and maintenance responsibility for the public signage assets. The annual O&M budget will increase in 2026.

RECOMMENDATION

Pinnacle Consulting Group, Inc. recommends awarding a contract to BSC Signs as a qualified/responsible bidder and approving a contract in the amount of \$146,079.70.

TO: Baseline Metropolitan District Board of Directors

FROM: McWhinney Real Estate Services MRES PM: <u>Amanda Dwight/Sam Romero</u>

Date: 8/30/2023

Re: Project Management Fees for: Monumentation Phase 3

Board of Directors:

Per requirements of the Project Management Master Service Agreement between McWhinney Real Estate Services, Inc (MRES, Inc) and the Baseline Metropolitan District, please accept the below information for the subject project and fees proposed by MRES for project management services.

As highlighted in the agreement, PM fees are charged against total District project costs, less projected warranty and contingency costs as authorized by the District.

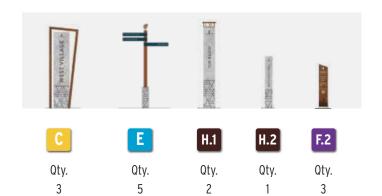
Relevant Project Details:

1)	Total Projected District Budget:	\$ 224,537
2)	Total Projected District Budget (without Contingency and Warranty):	\$ 200,480
3)	Total PM Fee (5% of item #2):	\$ 10,023.99
4) 4a) 4b)	To be billed to The District over <u>5</u> months Billing to be begin: <u>10/1/2023</u> Final Projected Billing month: <u>2/1/2023</u>	
5)	Projected monthly billing amount:	\$ 2,004.80

Thank you for your time and consideration.

		BUDGET 8/30/2023				
trict	Baseline Metropolitan District No. 1					
ject Name	Monumentation Phase 3					
ject Number	BASELINE-MONPH3					
n Set	BASELINE Phase 3 Permanent Signage					
der Name	BCS					
der Phone						
e Submitted	July 13, 2023					
	1	T				
Item #	Sub Item # Soft Costs	Description	Quantity	Unit	Unit Price	Total
	1	Pinnacle, District Management Fee	1	LS	\$ 19,950.00	\$19,950
	1	ArtHouse Coordination, Fab Admin and Punch Walk	1	LS	\$ 33,500.00	\$33,500
	1	DRC Review Costs	1	LS	\$ 650.00	\$650.0
	-	Drc review costs	1	L3	Subtotal:	\$54,100
					Subtotui.	75 -7,100
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
1000	General Co	nditions	•			
	1001	Permits/Fees - Includes Mobilization per bid	1	LS	\$ 6,498.00	\$6,498.
	1002	Mobilization	1	LS	\$ -	\$0.00
		Bid Publication Fees	1	LS	\$ 300.00	\$300.0
					Subtotal:	\$6,798.
2000	Final Design	1				
	2001	Structural Engineering Design (Inc. Foundations)	1	LS	\$ 2,242.99	\$2,242.
	2002	Engineered Lighting Design	1	LS	\$ -	\$0.00
	2003	Shop Drawings	1	LS	\$ 839.47	\$839.4
	2004	Surveying	1	LS	\$ 1,595.35	\$1,595.
					Subtotal:	\$4,677.
3000	Signago E	abrication and installation	1		1 1	
3000	3002	Sign Type C: District Marker	1	LS	\$ 30,317.57	\$30,317
	3002	Sign Type C. District Marker Sign Type E: Wayfinding - Pedestrian	5	LS	\$ 7,341.13	\$36,705
	3004	Sign Type H.1: Urban Trailer Marker Lg	2	LS	\$ 8,525.69	\$17,051
	-		0	LS	\$ -	\$0.00
	3005	ISign Type H.2: Urban Trailer Marker, Sm				7
	3005 3006	Sign Type H.2: Urban Trailer Marker, Sm Sign Type F.2: Interpretive/Rules		LS	\$ 5.481.42	\$16,444
	3005 3006	Sign Type F.2: Interpretive/Rules	3	LS	\$ 5,481.42 Subtotal:	\$16,444 \$100,518
				LS	1 '	
4000				LS	1 '	
4000	3006			LS	1 '	
4000	3006	Sign Type F.2: Interpretive/Rules	3		\$ 6,853.51	\$100,518 \$20,560
4000	3006	Sign Type F.2: Interpretive/Rules	3		Subtotal:	\$100,518
	Blectric 4001	Sign Type F.2: Interpretive/Rules	3		\$ 6,853.51	\$100,518 \$20,560
4000	Blectric 4001	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2	3	LS	\$ 6,853.51 \$ Subtotal:	\$100,518 \$20,560 \$20,560
	Blectric 4001	Sign Type F.2: Interpretive/Rules	3		\$ 6,853.51 \$ Subtotal: \$ 13,824.50	\$100,518 \$20,560 \$20,560 \$13,824
	Blectric 4001	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations	3	LS	\$ 6,853.51 \$ Subtotal:	\$20,560 \$20,560 \$13,824 \$13,824
	Blectric 4001	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2	3	LS	\$ 6,853.51 \$ Subtotal: \$ 13,824.50	\$20,560 \$20,560 \$13,824 \$13,824
5000	Since Sinc	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost	3	LS	\$ 6,853.51 \$ Subtotal: \$ 13,824.50	\$20,560 \$20,560 \$13,824 \$13,824
	Blectric 4001 Concrete 5001 Contingence	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost	3	LS	\$ 6,853.51 \$ ubtotal: \$ 13,824.50 Subtotal:	\$20,560 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479
5000	Since Sinc	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost y/Warranty Contingency	3	LS	\$ 6,853.51 \$ Subtotal: \$ 13,824.50	\$20,560 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479
5000	South Sout	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost	3 3 1 1 1 10%	LS	\$ 6,853.51 \$ ubtotal: \$ 13,824.50 Subtotal: \$ 2200,479.70	\$100,518 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479 \$20,047 \$4,009
5000	South Sout	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost y/Warranty Contingency	3 3 1 1 1 10%	LS	\$ 6,853.51 \$ 13,824.50 \$ subtotal: \$ 2200,479.70 \$ 2200,479.70	\$100,518 \$20,560 \$20,560 \$13,824
5000	South Sout	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost y/Warranty Contingency	3 3 1 1 1 10%	LS	\$ 6,853.51 \$ 13,824.50 \$ subtotal: \$ 2200,479.70 \$ 2200,479.70	\$100,518 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479 \$20,047 \$4,009
5000	South Sout	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost y/Warranty Contingency	3 3 1 1 1 10%	LS	\$ 6,853.51 \$ 13,824.50 \$ subtotal: \$ 2200,479.70 \$ 2200,479.70	\$100,518 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479 \$200,047 \$4,009.
5000	3006	Sign Type F.2: Interpretive/Rules Electric service to signs to be provided by contractor (See special provisions 1.2 Foundations Total Soft + Hard Cost y/Warranty Contingency	3 3 1 1 1 10%	LS	\$ 6,853.51 \$ 13,824.50 \$ subtotal: \$ 2200,479.70 \$ 2200,479.70	\$100,518 \$20,560 \$20,560 \$13,824 \$13,824 \$200,479 \$200,047 \$4,009

2023 SCOPE



Sign Type C: District Marker	1
Sign Type E: Wayfinding - Pedestrian	5
Sign Type H.1: Urban Trailer Marker Lg	2
Sign Type H.2: Urban Trailer Marker, Sm	0
Sign Type F.2: Interpretive/Rules	3



Baseline Site Plan - Parkside West Scale: NTS



PERMANENT SIGNAGE

BASELINE / MCWHINNEY

SIGN TYPE LEGEND

C Sign Type C: District Marker

E Sign Type E: Wayfinding - Pedestrian

H.1 Sign Type H.1: Urban Trail Marker

H.2 Sign Type H.2: Urban Trail Marker - Sm

F.1 Sign Type F.1: Interpretive/Rules - Lg

F.2 Sign Type F.2: Interpretive/Rules - Sm

Package Issue Date

Sheet Revision Date



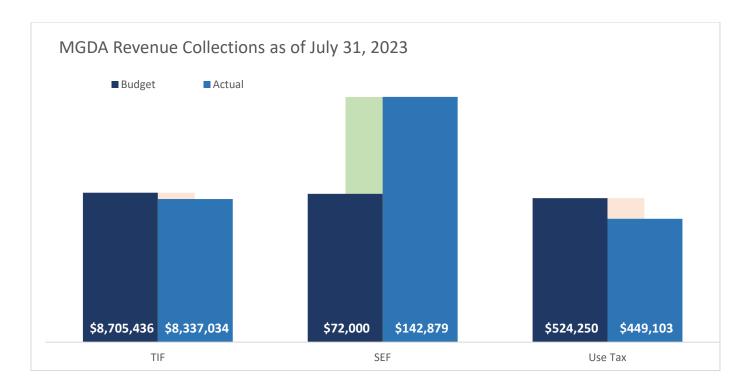
ARTHOUSE DESIGN

2373 CENTRAL PARK BLVD. SUITE 204 | DENVER, CO 80238 303.892.9816 | ARTHOUSEDENVER.COM

All drawings and written material appearing herein constitute original and unpublished work of the designer and may not be duplicated, used or disclosed without written consent of designer.



ТО:	Baseline Metropolitan District Board of Directors
FROM:	Irene Buenavista, Senior Accounting Manager Pinnacle Consulting Group, Inc.
SUBJ:	Financial Memo
DATE:	8/31/2023



- Tax Increment Revenues (TIF)
 - o TIF collections are within expectation at 96% collected.
 - o TIF revenues are budgeted for use in the General and Capital Funds.
- Service Expansion Fee (SEF)
 - SEF collections exceed the budgeted revenue amount for 2023 signifying more Certificates of Occupancy were issued than expected.
 - o SEF revenues are budgeted for use in the Capital Fund.

Offices Located in Loveland and Denver



- Use Tax
 - O Use Tax collections are at 86% of the 2023 budget.
 - o Use Tax revenues are budgeted for use in the Capital Fund.

Expenses

- General Fund expenses are within budget.
- 6/1 Debt Service payments were made. The next debt service payment is due 12/1.

Current Projects

- Upcoming deadlines for District budgets:
 - October 15th Deadline to provide proposed budgets to the Board.
 - o December 10th Deadline for County Assessors to provide final assessed valuations.
 - o December 15th Deadline to certify mill levies.
 - o January 31st Deadline to file adopted budgets with the State.

FIRST AMENDMENT TO RESOLUTION OF BOARD OF DIRECTORS OF BASELINE METROPOLITAN DISTRICT NO. 1 REGARDING DISTRICT FACILITIES

WHEREAS, the Baseline Metropolitan District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District's Board of Directors (the "Board") has authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and of the District; and

WHEREAS, pursuant to Colorado law and the District's Service Plan, the District has the power to provide for parks and recreational facilities and programs and is empowered to regulate the use of and access to property it owns pursuant to § 32-1-1001(1)(f), C.R.S.; and

WHEREAS, the District owns, operates and maintains park and recreation facilities at the District for the use and benefit of its residents, taxpayers, and the public (the "Park and Recreation Facilities"); and

WHEREAS, to preserve and protect District property, prevent and assure accountability for damage, and to provide for the safety of visitors, the District's Board adopted, on June 1, 2023, that certain Resolution of the Board of Directors of Baseline Metropolitan District No. 1 Regarding District Facilities (the "Resolution"), which included, among other exhibits, Rules for Public Use of the Park attached thereto as Exhibit A ("Park Use Rules") and Application First Amendment Demonstration Permits attached thereto as Exhibit C ("First Amendment Demonstration Permit Application"); and

WHEREAS, in an effort to further protect property and promote safety and order at the Park and Recreation Facilities, the District desires to amend its First Amendment Demonstration Permit and Park Use Rules attached to the Resolution, as provided herein.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DISTRICT RESOLVES AS FOLLOWS:

- 1. <u>First Amendment Demonstration Permits</u>. The First Amendment Demonstration Permit is hereby amended to reflect a change in the security and parking requirements and fee schedule for the promotion of safety and order and protection of property. The Amended Application for First Amendment Demonstration Permit is attached hereto as <u>Exhibit A</u> (the "Amended Application") and replaces in its entirety the First Amendment Demonstration Permit Application attached as Exhibit C to the Resolution. The Amended Application is required for any events involving protests, marches and/or any other form of protected speech activity, and must be submitted and processed in advance of any event for which a permit is required.
- 2. <u>Rules for Public Use of Park</u>. The Park Use Rules are hereby amended to reflect changes to carrying and use of firearms and weapons within the District's Park and Recreation

Facilities. The amended Park Use Rules are attached hereto as <u>Exhibit B</u> and replace, in its entirety, the Park Use Rules attached as Exhibit A to the Resolution.

3. <u>Effective Date</u>. This Resolution shall take effect on the date and at the time of its adoption. Except as otherwise provided herein, the terms, conditions and exhibits set forth in the Resolution remain in full force and effect.

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ADOPTED AND APPROVED THIS 7^{th} DAY OF SEPTEMBER 2023.

EXHIBIT A

First Amendment Demonstration Permit

Baseline Metropolitan District No. 1 Application for First Amendment Demonstration Permit ____ Park

Baseline Metropolitan District No. 1 (the "District") allows events and peaceful assembly at District Park and Recreation Facilities. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants. The content of what permitholders have to say is NOT regulated.

Submission of this application does not constitute approval or permission. You ("Permittee") will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: Permittee may be required to provide proof of liability insurance, in addition to other requirements.) In submitting this Application and if approved, the Permittee has read and agrees that Permittee and all attendees will abide by the Park Use Rules and Facility Rules.

Permits are required for events and demonstrations such as rallies, picketing, speechmaking, marching, or similar activities that primarily involve communication or expression of views or grievances (a "Special Event").

If approved, Permittee agrees to pay:

25 participants or less - \$250/day Special Event Fee 26 participants or more - \$500/day Special Event Fee

The Special Event Fee is due upon signing this Permit Agreement and will secure the Special Event date. The balance of Damage Deposit is due no later than **seven** (7) **days prior to the Event.**

\$500 Refundable Damage Deposit.

The Damage Deposit will be returned after completion of the Event, if the Permit Area is cleaned and restored to the condition it was in prior to the Special Event. If the Permit Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee.

The District reserves the right to require Permittee to provide security and/or parking management services for the Special Event based upon the number of anticipated attendees at the Special Event. For purposes of this Special Event, Permittee is / is not (circle one) required to provide security and/or parking management services.

Please supply the information requested below and attach additional sheets, if necessary.

Applicant (Representative) Name:	Entity/ Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone:	Telephone:
Cell:	Cell:
Email:	Email:
Please describe proposed Special Event (attach diagran	n / site plan):
Date of Special Event:	
Special Event start:	Special Event end:

Tear-down will be completed:
Number of attendees (please provide an estimate):
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Special Event:
Please describe any additional permits you have or will obtain for the Special Event:
Do you require use of the stage? Y N
Will the Special Event require road closures? Y N
WAIVER, RELEASE AND INDEMNIFICATION
For an activity or event for which a permit is issued, proposed to be held, or actually held in District Park and Recreation Facilities, the Permittee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Permittee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Permittee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Permittee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Permittee.
Applicant Name (Print):
Applicant Signature: Date:
Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated on the Permit Agreement, made payable to Baseline Metropolitan District.
Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a permit will be sent to the person designated on the application.
The permit must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:
[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

EXHIBIT B

Park Use Rules

Park Use Rules

- 1. **Applicability of Laws.** In addition to existing local, state and federal laws, hereunder enumerated are the laws of the Park and Recreation Facility.
- 2. **Injury to Property and Plants**. No person shall abuse, deface, damage, remove, destroy, or vandalize any property, sculptures and related fixtures, or other features within the Park and Recreation Facility, nor shall any person injure or gather trees, shrubs, plants, or other growing items within the Park and Recreation Facility.
- 3. **Signs and Notices**. No person shall deface or injure any signs or notices placed in the Park and Recreation Facility by the Districts, the City, or any other governmental entity.
- 4. **Trash and Dumping of Trash/Refuse**. All litter, trash, recycling and debris must be properly disposed of. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed inside a trash receptacle must be removed from the property by the user(s).
- 5. **Wading and Swimming**. Any wading or swimming in any fountain or man-made water feature located within the Park and Recreation Facility will be subject to such rules, regulations, and restrictions as the Districts may post on signs located adjacent to the water feature(s). Wading or swimming in any natural ponds, streams, drainage swales or similar is strictly prohibited.
- 6. **Pets**. All pets in the Park and Recreation Facility must be on a leash and under the control of the owner at all times. All pet waste must be immediately removed in appropriate pick-up bags by the owner.
- 7. **Sales, Solicitations, and Advertising**. Unless otherwise granted a permit by the Districts or Manager, no person shall sell or offer for sale any goods or services in the Park and Recreation Facility, nor shall any person advertise, solicit for any purpose, or display any sign within any portion of the Park and Recreation Facility.
- 8. **Fireworks, Fires or Open Flames, Model Rockets**. Discharge or use of projectiles or fireworks is prohibited. Open flames, grills, and candles are prohibited, subject to permitting.
- 9. Weapons and Firearms. The use, display, or brandishing of firearms and/or deadly weapons within the park is prohibited except as otherwise permitted by applicable local and state law. Possession and carrying of any weapon or firearm is regulated by local and state laws and ordinances.
- 10. **Alcoholic Beverages**. Unless properly permitted by state law and approved by Manager in connection with an Event, no person shall consume or sell alcoholic beverages in any portion of the Park and Recreation Facility.
- 11. Vehicles and Traffic. Unless granted a permit in connection with an approved Event, no motorized vehicles including but not limited to golf carts, automobiles, motorized scooters, motorized skateboards, hoverboards, motorized bicycles, mopeds, and motorcycles, shall be allowed in the Park and Recreation Facility except those operated by the Districts and appropriate law enforcement agencies. Bicycles and non-motorized scooters shall be permitted only in

- specifically designated areas and shall be operated at all times with reasonable care for the safety of others.
- 12. **Glass**. Glass is not permitted in any form in the Park and Recreation Facility.
- 13. **Possession of Illegal Drugs or Paraphernalia; Public Consumption of Marijuana Products.** In addition to existing state and federal laws, the possession of any illegal drug, substance or drug paraphernalia is prohibited. The public consumption of any marijuana product is prohibited.
- 14. **Amplification and Noise**. Amplified sound is prohibited, unless otherwise granted by a permit from the Districts or Manager.
- 15. **Disposables**. Balloons, birdseed, rice, and confetti are prohibited.
- 16. **Disruption of District Business**. Disruption of any District business, event, or other sponsored activity is prohibited.
- 17. **Structures**. No overnight camping, tents, enclosures, or other unpermitted structures such as air castles, pools, or water slides unless otherwise permitted by the District.
- 18. **Enforcement**. The District will advise City of Broomfield Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.
- 19. **Park and Recreation Facilities Hours**. Unless modified by the Districts or Manager for Events or other coordinated activities, the Park and Recreation Facilities shall be open daily to the general public between the hours of 8:00 a.m. and 10:00 p.m.
- 20. **Permits/Licenses & Facility Rules**. Permits and/or licenses are required for private events held in the Park and Recreation Facilities and must be in compliance with District's Park Use and Facility Rules. For events involving protests, marches, and/or any other form of protected speech related activity, the Application for First Amendment Demonstration Permit must be submitted in advance of any applicable event. For any other event, the Event License Agreement must be submitted in advance of such event. The permit and/or license may require a non-refundable application fee and a refundable damage deposit. Permits/licenses are not transferrable and must be in the possession of the license/permit holder during the event. Event organizers are required to obtain all applicable permits (e.g., noise, alcohol, street closure) from applicable jurisdictions (e.g., the City of Broomfield) and must comply with all applicable state and local statutes, ordinances, rules and regulations. The permit/license holder is responsible for the actions of event attendees.
 - a. **Security Deposit**. A refundable damage deposit is required for all events. The Damage Deposit will be returned following completion of the event if the property used is cleaned and restored to the condition it was in prior to the event. If the property used is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and the permit/license holder will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be refunded.

- b. **Parking Control**. The permit/license holder is responsible for parking control measures as may be required by the event size, District, Manager, City of Broomfield and event permit/license agreement.
- c. **Insurance**. The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities.
- d. **Security**. The District may require security services for events, including, but not limited to, large events, events involving provision of alcohol, or events creating significant risk of injury to person or property to ensure public safety.