

BASELINE METROPOLITAN DISTRICT NOS. 1-9

NOTICE AND AGENDA OF REGULAR MEETING

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

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
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
VACANT		May 2025

BASELINE METROPOLITAN DISTRICT NO. 3

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
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: March 7, 2024 (Thursday)

Time: 1:00 P.M.

Place: MS Teams & Teleconference

[Click here to join the meeting](#)

Meeting ID: 265 021 798 385 Passcode: kYQhqf

Or call in (audio only)

[+1 720-721-3140](tel:+17207213140).,181945801# Phone Conference ID: 181 945 801#

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1-4)**
- D. Consider Appointment to fill Board Vacancies and Election of Officers.
- E. Public Comment. (Limited to 3-Minutes Per Person).
- F. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes – February 1, 2024, Regular Meeting. **(Pages 4-7)**
- B. Ratification of Payment of Claims. **(Pages 8-21)**

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

- C. Approval of Unaudited Financial Statements for the period ending December 31, 2023.
- D. Ratification of Contract Modifications. **(Pages 22-28)**
- E. Ratification of Declaration of Access and Utility Easement. **(Pages 29-128)**
- F. Ratification of Amended and Restated Overhang Encroachment Easement Agreement. **(Pages 129-135)**

III. DISTRICT MANAGER ITEMS

- A. District Managers' Report. **(Pages 136-138)**

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update. **(Pages 139-142)**
- B. Capital Fund Summary and Capital Needs Assessment Review. **(To Be Distributed Under Separate Cover)**
- C. Budget Approval and Contracting.
 - a. Parkside West Phase 2
 - i. Present Bid Analysis Summary Memorandum for Parkside West Phase 2 Landscaping. **(Pages 143-144)**
 - ii. Consider Approval of Modification of Project Budget (\$TBD). **(Pages 144-146)**
 - iii. Consider Approval of Construction Contract with TBD for (\$TBD).

V. FINANCIAL ITEMS

- A. Finance Manager's Report. **(Page 147)**
- B. Public Hearing regarding the Proposed Amended 2023 Budgets.
- C. Consider Adoption of Amended 2023 Budgets; Consideration and Approval of Resolution to Amend Budgets; and Appropriate Sums of Money. **(Pages 148-160)**
- D. Bond Refinance Update.

VI. LEGAL ITEMS

- A. Consideration and Approval of Easement Agreement granted to District No. 1 from NP Development. **(Pages 161-167)**
- B. Consideration and Approval of Easement Agreement granted to District No. 1 from DFC Baseline East Village. **(Pages 168-175)**
- C. Consideration of Post-Closing Development Agreement. (BMD No. 1-David Weekly-NP Development Inc.) **(Pages 176-210)**

VII. DIRECTOR ITEMS

VIII. OTHER MATTERS

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

X. ADJOURNMENT

******The next Regular Meeting is scheduled for April, 04 2024******

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

RECORD OF PROCEEDINGS

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

HELD
February 1st, 2024

The Regular Meeting of Baseline Metropolitan District Nos. 1-9 was held via MS Teams and Teleconference on Thursday, February 1st, 2024, at 1:00 p.m.

ATTENDANCE

Directors in Attendance: (District Nos. 1, 2, 4-9)

Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Tim DePeder, Asst. Secretary

Directors in Attendance: (District No. 3)

Kim Perry, President & Chairperson
Kyle Harris, Vice President
Josh Kane, Secretary
Susan Brunkhardt, Treasurer

Directors Absent, but Excused:

Judith Sarro, Assistant Secretary

Also in Attendance:

Alan Pogue; Icenogle Seaver Pogue, P.C.
Bryan Newby, Sarah Bromley, Jenna Pettit, Irene Buenavista, and Stanley Holder; Pinnacle Consulting Group, Inc.
Jim Niemczyk, Samantha Cran, Mike McBride, Amanda Dwight, Griffin Barlow, and Aden Rubinson; McWhinney.

ADMINISTRATIVE ITEMS

Call to Order: The Regular Meeting of the Boards of Directors (collectively, the “Boards”) of the Baseline Metropolitan District Nos. 1-9 (collectively, the “District”) was called to order by Mr. Newby at 1:04 p.m.

Combined Meeting: The Boards determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted below, the matters set forth below shall be deemed to be the actions of the Board of Directors of Baseline Metropolitan District No. 1, with concurrence by the Boards of Directors of Baseline Metropolitan District Nos. 2, 3, 4, 5, 6, 7, 8, and 9.

RECORD OF PROCEEDINGS

Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Mr. Pogue noted that a quorum was present, with four out of four Directors in attendance for District Nos. 1, 2, 4-9, and four out of five directors in attendance for District No. 3. All Board Members confirmed their qualifications to serve on the Boards. 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 with 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.

Approval of Agenda: The Boards considered the approval of the agenda. Following review and discussion, upon a motion duly made by Director Harris, seconded by Director Kane, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as amended to change the January 18th Special Meeting Minutes date to January 16th.

Public Comment: There were no Public Comments received.

Director Comment: There were no Director Comments received.

CONSENT AGENDA

Mr. Newby reviewed the items on the consent agenda with the Boards. Mr. Newby advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any Director. No items were requested to be removed from the consent agenda. Upon a motion duly made by Director Harris, Seconded by Director Kane, the following items on the consent agenda were unanimously approved, ratified and adopted:

- A. Approval of Minutes – January 16th, 2024, Special Meeting.
- B. Payment of Claims.
- C. Contract Modifications

RECORD OF PROCEEDINGS

DISTRICT MANAGER
ITEMS

District Manager’s Report: Mr. Newby presented the District Manager’s Report to the Boards and answered questions. Director Kane requested information about excess builder trash picked up by EDI, specifically regarding the cost of said services and who is responsible for the payment. Mr. Newby responded saying he will discuss this matter with the District’s Facility Manager and email an update after the Board meeting.

CAPITAL
INFRASTRUCTURE
ITEMS

Capital Infrastructure Report & District Project Manager Update: Mr. Holder presented the Capital Infrastructure Report and Mr. Niemczyk provided the District Project Manager Update to the Boards and answered questions.

Capital Fund Summary & Capital Needs Assessment: Mr. Holder and Mr. Niemczyk reviewed the Capital Fund Summary and Capital Needs Assessment with the Boards and answered questions.

Southlands (CFS #12): Mr. Niemczyk presented the Southlands Project Budget Modification to the Boards and answered questions.

Parkside West Phase 2 (CFS #21): It was the decision of the Boards to table this item until the next regular meeting.

West Village Builder Reimbursement Update: Ms. Dwight presented the West Village Builder Reimbursement Update to the Boards and answered questions.

FINANCIAL
ITEMS

Finance Manager’s Report: Ms. Buenavista presented the Finance Manager’s Report to the Boards and answered questions.

DIRECTOR
MATTERS

There were no Director Matters to come before the Boards.

OTHER
MATTERS

There were no Other Matters to come before the Boards.

ADJOURNMENT

There being no further business to come before the Boards the meeting was adjourned at 1:38 p.m.

RECORD OF PROCEEDINGS

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Jenna Pettit, Recording Secretary for the Meeting

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	01/31/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	174943	12/01/2023		1-52101 - Manicured Landscaping O&M	<u>8,603.73</u>
TOTAL					8,603.73
Bill Pmt -Check	Bill.com	01/31/2024	Baseline Community Association	1072 - Bill.com Money Out Clearing	
Bill	46030-202304	11/30/2023		1-51170 - HOA Maintenance Services	<u>2,002.32</u>
TOTAL					2,002.32
Bill Pmt -Check	Bill.com	01/31/2024	Baseline Community Association	1072 - Bill.com Money Out Clearing	
Bill	46030-202305	12/29/2023		1-51170 - HOA Maintenance Services	<u>827.09</u>
TOTAL					827.09
Bill Pmt -Check	Bill.com	01/31/2024	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	24790	12/31/2023		1-51110 - Legal	<u>4,478.19</u>
TOTAL					4,478.19
Bill Pmt -Check	Bill.com	01/31/2024	High Plains Environmental Center	1072 - Bill.com Money Out Clearing	
Bill	2709	12/01/2023		1-52107 - Native Area O&M	<u>1,112.92</u>
TOTAL					1,112.92
Bill Pmt -Check	Bill.com	01/31/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25573	12/31/2023		1-51045 - Facilities Management	3,745.00
				1-51000 - Accounting	9,240.00
				1-51040 - District Management	7,770.00
				1-51120 - Office and Other	<u>122.46</u>
TOTAL					20,877.46
Bill Pmt -Check	Bill.com	01/31/2024	High Plains Environmental Center	1072 - Bill.com Money Out Clearing	
Bill	2726	12/17/2023		1-52107 - Native Area O&M	<u>6,625.00</u>
TOTAL					6,625.00
Bill Pmt -Check	Bill.com	01/31/2024	Utility Notification Center of Colorado	1072 - Bill.com Money Out Clearing	
Bill	223120172	12/31/2023		1-51400 - Utilities	<u>172.86</u>
TOTAL					172.86
Check		01/31/2024		2-11050 - UMB 2021B Bond Fund 155840.1	
				2-44000 - Interest and Other Income - DSF	<u>101.79</u>
TOTAL					101.79
Liability Check		02/01/2024	QuickBooks Payroll Service	1-11005 - Checking - First Bank	
				66000 - Payroll Expenses	20.00
			QuickBooks Payroll Service	1-22110 - Direct Deposit Liabilities	<u>831.15</u>
TOTAL					851.15

Baseline Metropolitan District No. 1
Check Detail
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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1234040.11	12/15/2023		3-55344 - Engineering	2,679.60
TOTAL					<u>2,679.60</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	161734	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Arthouse Design	1072 - Bill.com Money Out Clearing	
Bill	1150	12/15/2023		3-55544 - Engineering	3,350.00
TOTAL					<u>3,350.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25505	12/15/2023		3-55303 - Project Administration	1,612.50
TOTAL					<u>1,612.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Rocky Mountain Custom Landscapes & Asso	1072 - Bill.com Money Out Clearing	
Bill	App 6	12/15/2023		3-55201 - Project-Direct	68,358.98
TOTAL					<u>68,358.98</u>
Bill Pmt -Check	Bill.com	02/02/2024	Flatirons, Inc	1072 - Bill.com Money Out Clearing	
Bill	74373-66077	12/15/2023		3-55204 - Engineering	5,015.00
TOTAL					<u>5,015.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Ground Engineering Consultants, Inc.	1072 - Bill.com Money Out Clearing	
Bill	221295.0-11	12/15/2023		3-55394 - Engineering	2,443.00
TOTAL					<u>2,443.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25490	12/15/2023		3-55243 - Project Administration	2,400.00
TOTAL					<u>2,400.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25488	12/15/2023		3-55363 - Project Administration	1,200.00
TOTAL					<u>1,200.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501590	12/15/2023		3-55304 - Engineering	373.14
TOTAL					<u>373.14</u>
Bill Pmt -Check	Bill.com	02/02/2024	BEGA North America	1072 - Bill.com Money Out Clearing	
Bill	390377	12/15/2023		3-55241 - Project-Direct	832.00
TOTAL					<u>832.00</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501581	12/15/2023		3-55244 - Engineering	7,562.50
TOTAL					<u>7,562.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25489	12/15/2023		3-55403 - Project Administration	945.00
TOTAL					<u>945.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Birch Ecology, LLC	1072 - Bill.com Money Out Clearing	
Bill	1005	12/15/2023		3-51060 - Capital-General Engineering	2,551.60
TOTAL					<u>2,551.60</u>
Bill Pmt -Check	Bill.com	02/02/2024	Norris Design, Inc	1072 - Bill.com Money Out Clearing	
Bill	01-86091	12/15/2023		3-55394 - Engineering	1,500.00
TOTAL					<u>1,500.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Arthouse Design	1072 - Bill.com Money Out Clearing	
Bill	1168	12/15/2023		3-55544 - Engineering	3,350.00
TOTAL					<u>3,350.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425605	12/15/2023		3-55302 - Project Management	9,892.22
TOTAL					<u>9,892.22</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	163096	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	160331	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425608	12/15/2023		3-55242 - Project Management	7,749.00
TOTAL					<u>7,749.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Norris Design, Inc	1072 - Bill.com Money Out Clearing	
Bill	01-86428	12/15/2023		3-55394 - Engineering	1,789.25
TOTAL					<u>1,789.25</u>
Bill Pmt -Check	Bill.com	02/02/2024	Norris Design, Inc	1072 - Bill.com Money Out Clearing	
Bill	01-86407	12/15/2023		3-55374 - Engineering	1,427.50
TOTAL					<u>1,427.50</u>

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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	154593	12/15/2023		3-55551 - Project Direct	95.00
TOTAL					<u>95.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	41644	12/15/2023		3-55374 - Engineering	4,500.00
TOTAL					<u>4,500.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Smith Environmental & Engineering	1072 - Bill.com Money Out Clearing	
Bill	232270-1223	12/15/2023		3-55244 - Engineering	1,360.00
TOTAL					<u>1,360.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wagner Construction	1072 - Bill.com Money Out Clearing	
Bill	App #7	12/15/2023		3-55341 - Project Direct	68,767.82
TOTAL					<u>68,767.82</u>
Bill Pmt -Check	Bill.com	02/02/2024	Front Range Concrete, LLC	1072 - Bill.com Money Out Clearing	
Bill	F23390	12/15/2023		3-55301 - Project-Direct	31,771.25
TOTAL					<u>31,771.25</u>
Bill Pmt -Check	Bill.com	02/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	39810	12/15/2023		3-51060 - Capital-General Engineering	12,492.50
TOTAL					<u>12,492.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Flatirons, Inc	1072 - Bill.com Money Out Clearing	
Bill	66623-74373	12/15/2023		3-55204 - Engineering	2,385.00
TOTAL					<u>2,385.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	NelsonNygaard Consulting Associates, Inc	1072 - Bill.com Money Out Clearing	
Bill	85605	12/15/2023		3-55424 - Engineering	21,207.50
TOTAL					<u>21,207.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1234040.12	12/15/2023		3-55344 - Engineering	654.90
TOTAL					<u>654.90</u>
Bill Pmt -Check	Bill.com	02/02/2024	NelsonNygaard Consulting Associates, Inc	1072 - Bill.com Money Out Clearing	
Bill	86661	12/15/2023		3-55424 - Engineering	22,766.25
TOTAL					<u>22,766.25</u>
Bill Pmt -Check	Bill.com	02/02/2024	Ground Engineering Consultants, Inc.	1072 - Bill.com Money Out Clearing	
Bill	221295.0-12	12/15/2023		3-55394 - Engineering	2,427.50
TOTAL					<u>2,427.50</u>

Baseline Metropolitan District No. 1
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Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	157406	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Prairie Mountain Media	1072 - Bill.com Money Out Clearing	
Bill	Ad 2017853	12/15/2023		3-55395 - Permits, Fees and Other	73.48
TOTAL					<u>73.48</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425620	12/15/2023		3-51170 - Capital-General Master Planning	2,097.75
TOTAL					<u>2,097.75</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25486	12/15/2023		3-51040 - Capital-General District Mgmt	3,712.50
TOTAL					<u>3,712.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	154594	12/15/2023		3-55551 - Project Direct	987.50
TOTAL					<u>987.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	175564	12/15/2023		3-55561 - - Project Direct	16,614.11
TOTAL					<u>16,614.11</u>
Bill Pmt -Check	Bill.com	02/02/2024	Hall Contracting LLC	1072 - Bill.com Money Out Clearing	
Bill	App 17	12/15/2023		3-55301 - Project-Direct	19,197.72
TOTAL					<u>19,197.72</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25485	12/15/2023		3-55213 - Project Administration	525.00
TOTAL					<u>525.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Flatirons, Inc	1072 - Bill.com Money Out Clearing	
Bill	66622-74373	12/15/2023		3-55204 - Engineering	5,652.50
TOTAL					<u>5,652.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	155892	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25494	12/15/2023		3-55353 - Project Administration	300.00
TOTAL					<u>300.00</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	Prairie Mountain Media	1072 - Bill.com Money Out Clearing	
Bill	Ad 2022374	12/15/2023		3-55395 - Permits, Fees and Other	187.44
TOTAL					<u>187.44</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425606	12/15/2023		3-55392 - Project Management	20,858.90
TOTAL					<u>20,858.90</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501604	12/15/2023		3-55204 - Engineering	937.50
TOTAL					<u>937.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25496	12/15/2023		3-55203 - Project Administration	1,762.50
TOTAL					<u>1,762.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501615	12/15/2023		3-55244 - Engineering	5,882.58
TOTAL					<u>5,882.58</u>
Bill Pmt -Check	Bill.com	02/02/2024	Norris Design, Inc	1072 - Bill.com Money Out Clearing	
Bill	01-86460	12/15/2023		3-55314 - Engineering	3,057.50
TOTAL					<u>3,057.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	162688	12/15/2023		3-51060 - Capital-General Engineering	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	41943	12/15/2023		3-55344 - Engineering	632.51
TOTAL					<u>632.51</u>
Bill Pmt -Check	Bill.com	02/02/2024	Kimley-Horn and Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	196570000-1123	12/15/2023		3-55424 - Engineering	5,602.50
TOTAL					<u>5,602.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25504	12/15/2023		3-55313 - Project Administration	1,387.50
TOTAL					<u>1,387.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wagner Construction	1072 - Bill.com Money Out Clearing	
Bill	App 7	12/15/2023		3-55551 - Project Direct	36,405.07
TOTAL					<u>36,405.07</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425607	12/15/2023		3-55242 - Project Management	7,749.00
TOTAL					<u>7,749.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25497	12/15/2023		3-55393 - Project Administration	2,870.00
TOTAL					<u>2,870.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25495	12/15/2023		3-55543 - Project Administration	1,350.00
TOTAL					<u>1,350.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501588	12/15/2023		3-55334 - Engineering	7,495.00
TOTAL					<u>7,495.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25491	12/15/2023		3-55333 - Project Administration	862.50
TOTAL					<u>862.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	158867	12/15/2023		3-55551 - Project Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25499	12/15/2023		3-55233 - Project Administration	937.50
TOTAL					<u>937.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25484	12/15/2023		3-55553 - Project Administration	3,225.00
TOTAL					<u>3,225.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25501	12/15/2023		3-55143 - Project Administration	937.50
TOTAL					<u>937.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501582	12/15/2023		3-55144 - Engineering	316.90
TOTAL					<u>316.90</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25502	12/15/2023		3-55343 - Project Administration	1,012.50
TOTAL					<u>1,012.50</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501616	12/15/2023		3-55344 - Engineering	1,105.00
TOTAL					<u>1,105.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25498	12/15/2023		3-55373 - Project Administration	1,680.00
TOTAL					<u>1,680.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25492	12/15/2023		3-55533 - Project Administration	900.00
TOTAL					<u>900.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Wenk Associates, Inc.	1072 - Bill.com Money Out Clearing	
Bill	0000501603	12/15/2023		3-55424 - Engineering	6,358.75
TOTAL					<u>6,358.75</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	369693-2	12/15/2023		3-55355 - Permits, Fees and Other	40.00
TOTAL					<u>40.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	ECI Site Construction Management Inc	1072 - Bill.com Money Out Clearing	
Bill	App #1	12/15/2023		3-55391 - Project Direct	45,621.85
TOTAL					<u>45,621.85</u>
Bill Pmt -Check	Bill.com	02/02/2024	Flatirons, Inc	1072 - Bill.com Money Out Clearing	
Bill	66546-74337	12/15/2023		3-55304 - Engineering	715.00
TOTAL					<u>715.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25487	12/15/2023		3-55423 - Project Administrator	1,015.00
TOTAL					<u>1,015.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	425615	12/15/2023		3-51170 - Capital-General Master Planning	1,867.50
TOTAL					<u>1,867.50</u>
Bill Pmt -Check	Bill.com	02/02/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25500	12/15/2023		3-55263 - Project Administration	1,050.00
TOTAL					<u>1,050.00</u>
Bill Pmt -Check	Bill.com	02/02/2024	Matrix Design Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	39176	12/15/2023		3-51060 - Capital-General Engineering	16,301.48
TOTAL					<u>16,301.48</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	ACH	02/06/2024	Bill.com	1-11005 - Checking - First Bank	
Bill	24026088016	01/31/2024		1-51120 - Office and Other	189.05
TOTAL					<u>189.05</u>
Bill Pmt -Check	2609	02/07/2024	City and County of Broomfield	1-11005 - Checking - First Bank	
Bill	BP-23-04058-02-01	01/01/2024		3-55245 - Permits, Fees and Other	50.00
TOTAL					<u>50.00</u>
Bill Pmt -Check	2610	02/07/2024	City and County of Broomfield	1-11005 - Checking - First Bank	
Bill	BP-23-04058-02	01/01/2024		3-55245 - Permits, Fees and Other	200.00
TOTAL					<u>200.00</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield- xx6731	1-11005 - Checking - First Bank	
Bill	172146731 01.24	01/25/2024		1-51400 - Utilities	11.45
TOTAL					<u>11.45</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield-xx7765	1-11005 - Checking - First Bank	
Bill	172147765 01.24	01/25/2024		1-51400 - Utilities	19.08
TOTAL					<u>19.08</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield- xx6732	1-11005 - Checking - First Bank	
Bill	172146732 01.24	01/25/2024		1-51400 - Utilities	11.45
TOTAL					<u>11.45</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield-xx7766	1-11005 - Checking - First Bank	
Bill	172147766 01.24	01/25/2024		1-51400 - Utilities	61.04
TOTAL					<u>61.04</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield-xx7770	1-11005 - Checking - First Bank	
Bill	172147770 01.24	01/25/2024		1-51400 - Utilities	61.04
TOTAL					<u>61.04</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield-xx7767	1-11005 - Checking - First Bank	
Bill	172147767 01.24	01/25/2024		1-51400 - Utilities	61.04
TOTAL					<u>61.04</u>
Bill Pmt -Check	ACH	02/12/2024	City and County of Broomfield- xx7769	1-11005 - Checking - First Bank	
Bill	172147769 01.24	01/25/2024		1-51400 - Utilities	61.04
TOTAL					<u>61.04</u>
Bill Pmt -Check	2611	02/13/2024	United Power	1-11005 - Checking - First Bank	
Bill	202402025	02/09/2024		3-55301 - Project-Direct	8,816.19
TOTAL					<u>8,816.19</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Liability Check		02/22/2024	QuickBooks Payroll Service	1-11005 · Checking - First Bank	
				66000 · Payroll Expenses	44.00
			QuickBooks Payroll Service	1-22110 · Direct Deposit Liabilities	1,754.65
TOTAL					<u>1,798.65</u>
Paycheck	ACH	02/23/2024	Susan J Brunkhardt	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
				1-24000 · Payroll Liabilities	1.45
				1-22110 · Direct Deposit Liabilities	92.35
TOTAL					<u>0.00</u>
Paycheck	ACH	02/23/2024	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					<u>0.00</u>
Paycheck	ACH	02/23/2024	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					<u>0.00</u>
Paycheck	ACH	02/23/2024	Judith A Sarro	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
				1-24000 · Payroll Liabilities	1.45
				1-22110 · Direct Deposit Liabilities	92.35
TOTAL					<u>0.00</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Paycheck	ACH	02/23/2024	Susan J Brunkhardt	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
				1-24000 - Payroll Liabilities	1.45
				1-22110 - Direct Deposit Liabilities	<u>92.35</u>
TOTAL					0.00

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Paycheck	ACH	02/23/2024	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	<u>184.70</u>
TOTAL					0.00
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD7	01/31/2024		1-51120 - Office and Other	<u>225.15</u>
TOTAL					225.15
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MemberhsipBLMD8	01/31/2024		1-51120 - Office and Other	<u>225.15</u>
TOTAL					225.15
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD9	01/31/2024		1-51120 - Office and Other	<u>225.15</u>
TOTAL					225.15

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/26/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	176934	01/24/2024		1-52201 - Snow Removal	840.00
TOTAL					<u>840.00</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD1	01/31/2024		1-51120 - Office and Other	912.55
TOTAL					<u>912.55</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD2	01/31/2024		1-51120 - Office and Other	405.48
TOTAL					<u>405.48</u>
Bill Pmt -Check	Bill.com	02/26/2024	Pinnacle Consulting Group, Inc	1072 - Bill.com Money Out Clearing	
Bill	25706	01/31/2024		1-51045 - Facilities Management	5,887.50
				1-51000 - Accounting	11,625.00
				1-51040 - District Management	7,800.00
				1-51120 - Office and Other	124.11
TOTAL					<u>25,436.61</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD4	01/31/2024		1-51120 - Office and Other	324.87
TOTAL					<u>324.87</u>
Bill Pmt -Check	Bill.com	02/26/2024	Environmental Designs, Inc	1072 - Bill.com Money Out Clearing	
Bill	176179	01/03/2024		1-52101 - Manicured Landscaping O&M	7,885.80
TOTAL					<u>7,885.80</u>
Bill Pmt -Check	Bill.com	02/26/2024	Utility Notification Center of Colorado	1072 - Bill.com Money Out Clearing	
Bill	224010166	01/31/2024		1-51400 - Utilities	214.14
TOTAL					<u>214.14</u>
Bill Pmt -Check	Bill.com	02/26/2024	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	25001	01/31/2024		1-51110 - Legal	11,282.71
TOTAL					<u>11,282.71</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD6	01/31/2024		1-51120 - Office and Other	225.15
TOTAL					<u>225.15</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD5	01/31/2024		1-51120 - Office and Other	225.15
TOTAL					<u>225.15</u>

Baseline Metropolitan District No. 1
Check Detail
 January 26, 2024 through March 4, 2024

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/26/2024	High Plains Environmental Center	1072 - Bill.com Money Out Clearing	
Bill	2730	01/17/2024		1-52107 - Native Area O&M	373.33
TOTAL					<u>373.33</u>
Bill Pmt -Check	Bill.com	02/26/2024	Special District Association	1072 - Bill.com Money Out Clearing	
Bill	2024 MembershipBLMD3	01/31/2024		1-51120 - Office and Other	307.57
TOTAL					<u>307.57</u>
Bill Pmt -Check	ACH	02/27/2024	United Power	1-11005 - Checking - First Bank	
Bill	19336600 01.24	01/31/2024		1-51400 - Utilities	22.28
TOTAL					<u>22.28</u>
Bill Pmt -Check	ACH	02/27/2024	United Power	1-11005 - Checking - First Bank	
Bill	18297000 01.24	01/31/2024		1-51400 - Utilities	22.42
TOTAL					<u>22.42</u>
Bill Pmt -Check	ACH	02/27/2024	United Power	1-11005 - Checking - First Bank	
Bill	17971400 01.24	01/31/2024		1-51400 - Utilities	22.28
TOTAL					<u>22.28</u>
Bill Pmt -Check	ACH	02/27/2024	United Power	1-11005 - Checking - First Bank	
Bill	23626100 01.24	01/31/2024		1-51400 - Utilities	23.32
TOTAL					<u>23.32</u>
				Total	<u><u>\$ 631,700.70</u></u>

Contract Modifications for Board Ratification

Baseline Metropolitan District No. 1

Baseline Linear Park (BASELINE-BLP)

<i>Contractor:</i> Wenk Associates, Inc.	<i>Modification Date:</i> 1 /10/2024	<i>Modification Amount:</i> \$46,810.00	<i>Contract #:</i> Cnt-00626
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 1 /19/2024	
<i>Modification Scope:</i> Construction Observation		<i>Contractor Signed Date:</i> 	

Baseline General Capital (BASELINE-CAP)

<i>Contractor:</i> Lat40	<i>Modification Date:</i> 2 /13/2024	<i>Modification Amount:</i> \$415.00	<i>Contract #:</i> Cnt-01262
<i>Modification Description:</i> CO 1 to WO 2023-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /15/2024	
<i>Modification Scope:</i> Drone Flyover Mapping Services		<i>Contractor Signed Date:</i> 2 /16/2024	

Baseline East Sheridan Residential (BASELINE-ESR)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 1 /23/2023	<i>Modification Amount:</i> \$4,350.00	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #31	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Cold Weather Precautions for 3 Raised Intersections on Promenade Street		<i>Contractor Signed Date:</i> 2 /22/2024	

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 4 /4 /2023	<i>Modification Amount:</i> \$18,228.14	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #32	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Hauling Dirt from Stockpile to Cover Exposed Elliptical Storm Pipe from Promenade to Outfall C/D		<i>Contractor Signed Date:</i> 2 /22/2024	

Baseline Metropolitan District No. 1

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 6 /27/2023	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #36	<i>Payment Method:</i> No Charge	<i>District Signed Date:</i> 6 /27/2023	
<i>Modification Scope:</i> Final Completion Date Has Been Revised From June 30, 2023 to August 31, 2023			<i>Contractor Signed Date:</i> 6 /27/2023

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 8 /16/2023	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #37	<i>Payment Method:</i> No Charge	<i>District Signed Date:</i> 8 /17/2023	
<i>Modification Scope:</i> Final Completion Date Has Been Revised From August 31, 2023 to October 2, 2023			<i>Contractor Signed Date:</i> 8 /18/2023

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 10/30/2023	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #39	<i>Payment Method:</i> No Charge	<i>District Signed Date:</i> 10/30/2023	
<i>Modification Scope:</i> Final Completion Date Has Been Revised From October 2, 2023 to December 31, 2023			<i>Contractor Signed Date:</i> 10/30/2023

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 12/30/2023	<i>Modification Amount:</i> \$19,962.34	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #42	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Costs for Retaining Wall in Order to Meet CCOB Standards			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 12/30/2023	<i>Modification Amount:</i> \$6,470.33	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #43	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Sidewalk Winter Protection Due to Extension of Project			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 12/30/2023	<i>Modification Amount:</i> \$1,162.46	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #44	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Retaining Wall Rebar Price Escalation Due to Extension of Project			<i>Contractor Signed Date:</i> 2 /22/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 12/30/2023	<i>Modification Amount:</i> \$21,655.27	<i>Contract #:</i> Cnt-01126
<i>Modification Description:</i> Change Order #45	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Sidewalk Concrete Material Price Escalation Due to Extension of Project			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 2 /13/2024	<i>Modification Amount:</i> \$6,915.00	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> CO 9 to WO 2021-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking March 23, 2023 through May 5, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 2 /13/2024	<i>Modification Amount:</i> \$5,702.50	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> CO 10 to WO 2021-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking May 16, 2023 Through June 21, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 8 /8 /2023	<i>Modification Amount:</i> \$2,640.00	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> Change Order #11	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking Services June 21, 2023 to July 26, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 9 /5 /2023	<i>Modification Amount:</i> \$2,375.00	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> CO 12 to WO 2021-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking Services July 26, 2023 to August 16, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 9 /29/2023	<i>Modification Amount:</i> \$5,652.50	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> CO 13 to WO 2021-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking Services August 16, 2023 to September 22, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> Flatirons, Inc.	<i>Modification Date:</i> 2 /13/2024	<i>Modification Amount:</i> \$2,385.00	<i>Contract #:</i> Cnt-00738
<i>Modification Description:</i> CO 14 to WO 2021-02	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /22/2024	
<i>Modification Scope:</i> Additional Staking August 16, 2023 Through September 22, 2023			<i>Contractor Signed Date:</i> 2 /22/2024

Baseline O&M (BASELINE-OM)

<i>Contractor:</i> Affordable Pest Control	<i>Modification Date:</i> 1 /1 /2024	<i>Modification Amount:</i> \$2,500.00	<i>Contract #:</i> Cnt-00933
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 1 /30/2024	
<i>Modification Scope:</i> Pest Control Services			<i>Contractor Signed Date:</i> 1 /30/2024

<i>Contractor:</i> Fiske Electric	<i>Modification Date:</i> 1 /1 /2024	<i>Modification Amount:</i> \$2,000.00	<i>Contract #:</i> Cnt-00581
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 1 /30/2024	
<i>Modification Scope:</i> Electrical Repair and Maintenance Services			<i>Contractor Signed Date:</i> 1 /30/2024

<i>Contractor:</i> Frontier Environmental Services, Inc.	<i>Modification Date:</i> 1 /1 /2024	<i>Modification Amount:</i> \$5,000.00	<i>Contract #:</i> Cnt-00580
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 1 /30/2024	
<i>Modification Scope:</i> Storm Structure Inspection and Maintenance Services			<i>Contractor Signed Date:</i> 1 /31/2024

<i>Contractor:</i> High Plains Environmental Center	<i>Modification Date:</i> 1 /1 /2024	<i>Modification Amount:</i> \$4,480.00	<i>Contract #:</i> Cnt-00582
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /7 /2024	
<i>Modification Scope:</i> Native Area Consulting Services			<i>Contractor Signed Date:</i> 2 /12/2024

Baseline Metropolitan District No. 1

<i>Contractor:</i> OLM, Inc.	<i>Modification Date:</i> 2 /6 /2024	<i>Modification Amount:</i> \$9,489.00	<i>Contract #:</i> Cnt-00579
<i>Modification Description:</i> WO 2024-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /7 /2024	
<i>Modification Scope:</i> Landscape Inspection Services	<i>Contractor Signed Date:</i> 2 /7 /2024		

West Sheridan Residential Phase 2 (BASELINE-WSRPH2)

<i>Contractor:</i> Fiske Electric	<i>Modification Date:</i> 2 /2 /2024	<i>Modification Amount:</i> \$1,000.00	<i>Contract #:</i> Cnt-00581
<i>Modification Description:</i> WO 2024-02	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /14/2024	
<i>Modification Scope:</i> Irrigation Electric	<i>Contractor Signed Date:</i> 		

<i>Contractor:</i> Front Range Concrete, LLC	<i>Modification Date:</i> 11/1 /2023	<i>Modification Amount:</i> \$6,890.00	<i>Contract #:</i> Cnt-01365
<i>Modification Description:</i> Change Order #1	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 1 /25/2024	
<i>Modification Scope:</i> Handicap Ramp at Trailhead	<i>Contractor Signed Date:</i> 1 /29/2024		

<i>Contractor:</i> Front Range Concrete, LLC	<i>Modification Date:</i> 10/18/2023	<i>Modification Amount:</i> \$31,771.25	<i>Contract #:</i> Cnt-01365
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Not to Exceed	<i>District Signed Date:</i> 1 /25/2024	
<i>Modification Scope:</i> Concrete sidewalk	<i>Contractor Signed Date:</i> 1 /29/2024		

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$2,688.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #6	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Irrigation Repair 167th Lane and Umatilla Broken Cable Pipe, Valve Box, Pipe Plugged with Dirt	<i>Contractor Signed Date:</i> 9 /15/2023		

Baseline Metropolitan District No. 1

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$3,297.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #7	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Irrigation Repair 167th LN and Tejon, Broken Pipe, Wire and Destroyed Valve Box			<i>Contractor Signed Date:</i> 9 /15/2023

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$8,538.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #8	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Irrigation Repair 167th Alley Near Tract RR and QQ. Broken Pipe. Temporary rerouting of Mainline			<i>Contractor Signed Date:</i> 9 /15/2023

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$1,518.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #9	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Irrigation Repair Replace Edging, Broken Valve Box Near Fence and Dig to Repair Destroyed Irrigation			<i>Contractor Signed Date:</i> 9 /15/2023

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$642.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #10	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Umatilla Tract JJ Irrigation Repair			<i>Contractor Signed Date:</i> 9 /15/2023

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$2,514.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #11	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Irrigation Repair Block 3 Area			<i>Contractor Signed Date:</i> 9 /15/2023

Baseline Metropolitan District No. 1

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 9 /13/2023	<i>Modification Amount:</i> \$2,831.40	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #12	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 9 /15/2023	
<i>Modification Scope:</i> Trailhead Grading	<i>Contractor Signed Date:</i> 9 /15/2023		

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 10/3 /2023	<i>Modification Amount:</i> \$445.72	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #13	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 10/4 /2023	
<i>Modification Scope:</i> Additional Rock and Grading at Tract per Request	<i>Contractor Signed Date:</i> 10/4 /2023		

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 7 /20/2023	<i>Modification Amount:</i> \$4,387.50	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #14	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 1 /22/2023	
<i>Modification Scope:</i> Boring for Irrigation Sleeving	<i>Contractor Signed Date:</i> 1 /24/2024		

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 11/14/2023	<i>Modification Amount:</i> \$495.00	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #15	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 1 /22/2024	
<i>Modification Scope:</i> Irrigation Repairs	<i>Contractor Signed Date:</i> 1 /24/2024		

<i>Contractor:</i> Hall-Contracting	<i>Modification Date:</i> 3 /6 /2023	<i>Modification Amount:</i> (\$24,645.32)	<i>Contract #:</i> Cnt-01188
<i>Modification Description:</i> Change Order #16	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 1 /22/2024	
<i>Modification Scope:</i> Subtracting the Material Cost for the Picnic Tables with Benches	<i>Contractor Signed Date:</i> 1 /24/2024		

After recording, please return to:

DECLARATION OF ACCESS AND UTILITY EASEMENT

(Dry Utilities)

THIS DECLARATION OF ACCESS AND UTILITY EASEMENT (this "Declaration") is made as of February 15, 2024 (the "Effective Date"), by BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("Declarant").

RECITALS

A. Declarant owns the real property located in the City and County of Broomfield (the "City") described in Exhibit A attached hereto and incorporated by reference herein, hereinafter referred to collectively as the "Property".

B. Declarant desires to create a non-exclusive easement over and under a portion of the Property, legally described in and depicted on Exhibit B attached hereto and incorporated by reference herein (the "Easement Area"), for purposes of constructing, placing, operating, and maintaining certain utilities through the Easement Area.

AGREEMENTS

1.0. Declaration of Easement. Subject to the terms and conditions of this Declaration, Declarant, its successors and assigns, does hereby create a non-exclusive easement (the "Easement"), for the benefit of those certain utility companies providing electricity, gas, cable, and telecommunication services pursuant to franchise agreements with the City (individually, each a "Utility Provider" and collectively, the "Utility Providers") to enter, reenter, and occupy, and use the Easement Area to install, construct, enlarge, inspect, operate and repair underground utility and service lines and systems, including gas, telephone, electricity, fiber optic, cable and similar communication services, and all related fixtures and devices used in the operation of said lines (collectively, the "Facilities").

2.0. Easement Rights. The Easement shall include 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 herein.

3.0. Limited to Facilities. No Utility Provider acting pursuant to the terms of this Declaration shall construct, install, or place any permanent structure, building, improvement or fixture on any part of the Easement Area other than the Facilities.

4.0. Retained Rights of Declarant. Declarant retains 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. Declarant 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 Declarant, 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 public dedication of the underlying fee simple ownership of the Easement Area.

5.0. Mechanics' Liens. The Utility Providers, and each of their respective 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 Declarant's acts or omissions. If any lien is filed claiming by, through or under a Utility Provider, such Utility Provider 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 such Utility Provider fails to cause such lien to be discharged or bonded within such fifteen (15) day period, Declarant, in addition to any other available remedy, may bond or discharge the lien and invoice such Utility Provider for its costs incurred including reasonable attorneys' fees.

6.0. Indemnification. Each Utility Provider acting pursuant to this Declaration shall cause its contractors and agents (collectively, the "Contractor") to indemnify, defend and hold harmless Declarant, and each of Declarant'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 ("Declarant'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 Declaration; (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 Declarant, or any of Declarant's Affiliates; and (d) any violation or breach of any title exception predating the recording of this Declaration caused by the Contractor's action or inaction under this Declaration. The provisions of this Section 6.0 shall survive the expiration or termination of this Declaration.

7.0. Notice. Each Utility Provider acting pursuant to this Declaration shall provide Declarant with five (5) days' advance written notice before the such Utility Provider or any person or entity acting by, through or under the such Utility Provider 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.

8.0. Maintenance and Restoration of Easement Area. As soon as reasonably practicable after disturbing the Easement Area, and, in any event, within sixty (60) days after disturbing the Easement Area, unless Declarant agrees in writing to a longer time period, the applicable Utility Provider and their respective contractors and agents shall: (a) level, restore, reseed and reclaim all lands affected by the activities of the applicable Utility Provider and shall sufficiently compact the soil to the condition that existed at the time immediately prior to such activities, and (b) remove from such portion of the Easement Area all equipment and facilities located on such area, but excluding the Facilities.

9.0. Run with the Land. Subject to the conditions and limitations set forth herein, the easements, covenants, conditions and restrictions herein contained shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon and shall benefit Declarant and any of its successors in title to the Property. Any references herein to Declarant shall mean Declarant and any successor in title to the Property.

10.0. Compliance. All activities performed in the Easement Area and pursuant to this Declaration by the Utility Providers and each of their respective contractors and agents shall comply with all applicable laws, ordinances, regulations and rules.

11.0. Applicable Law and Recording. This Declaration shall be construed and enforced in accordance with the laws of the State of Colorado, and this Declaration shall be recorded in the official real property records of the City and County of Broomfield, Colorado.

12.0. Exhibits. Exhibits referred to in this Declaration are by referenced incorporated herein for all purposes.


13.0. Waiver. A waiver by Declarant of the breach of any provision of this Declaration shall not operate or be construed as a waiver of any subsequent breach by any Utility Provider.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

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

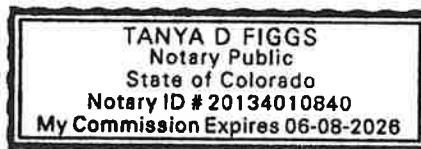
By: 
Name: Kim Perry
Title: PRESIDENT

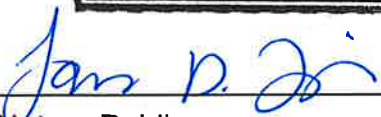
STATE OF Colorado)
)ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 15th day of February 2024 by Kim Perry, as PRESIDENT of BASELINE METROPOLITAN DIST. #1, a _____.

WITNESS my hand and official seal.

(SEAL)




Notary Public

My commission expires: 06/08/2026

EXHIBIT A

Legal Description Property

TRACTS A, C, D, E, G, H, J, K, L, M, Q, T, U, V, W, Z, AA, AC, AE, AG, AH, AJ, AK, AN, AP, AR, AY, BC, AND BL, NORTH PARK FILING NO. 2, REPLAT D, RECORDED IN THE OFFICIAL REAL PROPERTY RECORDS OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO ON FEBRUARY 19, 2021 AT RECEPTION NO. 2021003287.

Exhibit B-1

Legal Description of the Easement Area

(see attached)

PARCEL NO. 2

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**.

SAID PARCEL CONTAINS 234 SQUARE FEET, MORE OR LESS.

PARCEL NO. 5

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**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS

PARCEL NO. 6

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**.

SAID PARCEL CONTAINS 259 SQUARE FEET, MORE OR LESS.

PARCEL NO. 7

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**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

PARCEL NO. 8

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**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 9

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**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 11

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**.

SAID PARCEL CONTAINS 102 SQUARE FEET, MORE OR LESS.

PARCEL NO. 13

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 $00^{\circ}10'43''$ 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 $29^{\circ}51'26''$ 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 $37^{\circ}25'21''$, AND A CHORD WHICH BEARS SOUTH $11^{\circ}33'51''$ WEST A CHORD DISTANCE OF 15.93 FEET;
- 2) SOUTH $29^{\circ}51'26''$ 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 $00^{\circ}32'25''$, AND A CHORD WHICH BEARS NORTH $61^{\circ}45'47''$ 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.

PARCEL NO. 14

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 $02^{\circ}53'00''$ 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 $00^{\circ}32'54''$ AND A CHORD WHICH BEARS SOUTH $61^{\circ}45'47''$ EAST A CHORD DISTANCE OF 5.00 FEET;

THENCE SOUTH $28^{\circ}14'13''$ 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 $00^{\circ}33'15''$, AND A CHORD WHICH BEARS NORTH $61^{\circ}45'47''$ WEST A CHORD DISTANCE OF 5.00 FEET;

THENCE NORTH $28^{\circ}14'13''$ EAST, A DISTANCE OF 5.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

PARCEL NO. 16

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;
- 2) 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**.

SAID PARCEL CONTAINS 3,213 SQUARE FEET, MORE OR LESS.

PARCEL NO. 17

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**.

SAID PARCEL CONTAINS 31 SQUARE FEET, MORE OR LESS.

PARCEL NO. 18

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**.

SAID PARCEL CONTAINS 22 SQUARE FEET, MORE OR LESS.

PARCEL NO. 19

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 PERIMETER 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 PERIMETER 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**.

SAID PARCEL CONTAINS 2,761 SQUARE FEET, MORE OR LESS.

PARCEL NO. 20

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**.

SAID PARCEL CONTAINS 866 SQUARE FEET, MORE OR LESS.

PARCEL NO. 21

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**.

SAID PARCEL CONTAINS 445 SQUARE FEET, MORE OR LESS.

PARCEL NO. 22

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**.

SAID PARCEL CONTAINS 33 SQUARE FEET, MORE OR LESS.

PARCEL NO. 24

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**.

SAID PARCEL CONTAINS 49 SQUARE FEET, MORE OR LESS.

PARCEL NO. 25

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**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

PARCEL NO. 26

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**.

SAID PARCEL CONTAINS 34 SQUARE FEET, MORE OR LESS.

PARCEL NO. 27

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**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 28

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 $80^{\circ}45'10''$ 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 $40^{\circ}12'40''$ 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 $24^{\circ}33'56''$, AND A CHORD WHICH BEARS NORTH $71^{\circ}27'34''$ WEST A CHORD DISTANCE OF 8.51 FEET;

THENCE NORTH $49^{\circ}47'20''$ EAST, A DISTANCE OF 4.41 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 29

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 $02^{\circ}02'42''$ EAST, A DISTANCE OF 73.77 FEET TO THE NORTH LINE OF SAID TRACT AE AND THE **POINT OF BEGINNING**;

THENCE SOUTH $49^{\circ}47'20''$ 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 $40^{\circ}12'40''$ 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 $24^{\circ}33'56''$, AND A CHORD WHICH BEARS SOUTH $71^{\circ}27'34''$ EAST A CHORD DISTANCE OF 8.51 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 30

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**.

SAID PARCEL CONTAINS 19 SQUARE FEET, MORE OR LESS.

PARCEL NO. 31

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**.

SAID PARCEL CONTAINS 83 SQUARE FEET, MORE OR LESS.

PARCEL NO. 32

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**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

PARCEL NO. 33

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**.

SAID PARCEL CONTAINS 125 SQUARE FEET, MORE OR LESS.

PARCEL NO. 34

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**.

SAID PARCEL CONTAINS 30 SQUARE FEET, MORE OR LESS.

PARCEL NO. 35

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**.

SAID PARCEL CONTAINS 260 SQUARE FEET, MORE OR LESS.

PARCEL NO. 36

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**.

SAID PARCEL CONTAINS 28 SQUARE FEET, MORE OR LESS.

PARCEL NO. 37

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**.

SAID PARCEL CONTAINS 17 SQUARE FEET, MORE OR LESS.

PARCEL NO. 38

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**.

SAID PARCEL CONTAINS 312 SQUARE FEET, MORE OR LESS.

PARCEL NO. 39

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.

PARCEL NO. 40

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.

PARCEL NO. 41

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.

PARCEL NO. 42

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.

PARCEL NO. 43

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.

PARCEL NO. 45

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.

PARCEL NO. 47

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.

PARCEL NO. 48

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.

PARCEL NO. 51

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.

PARCEL NO. 52

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.

PARCEL NO. 54

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.

PARCEL NO. 55

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.

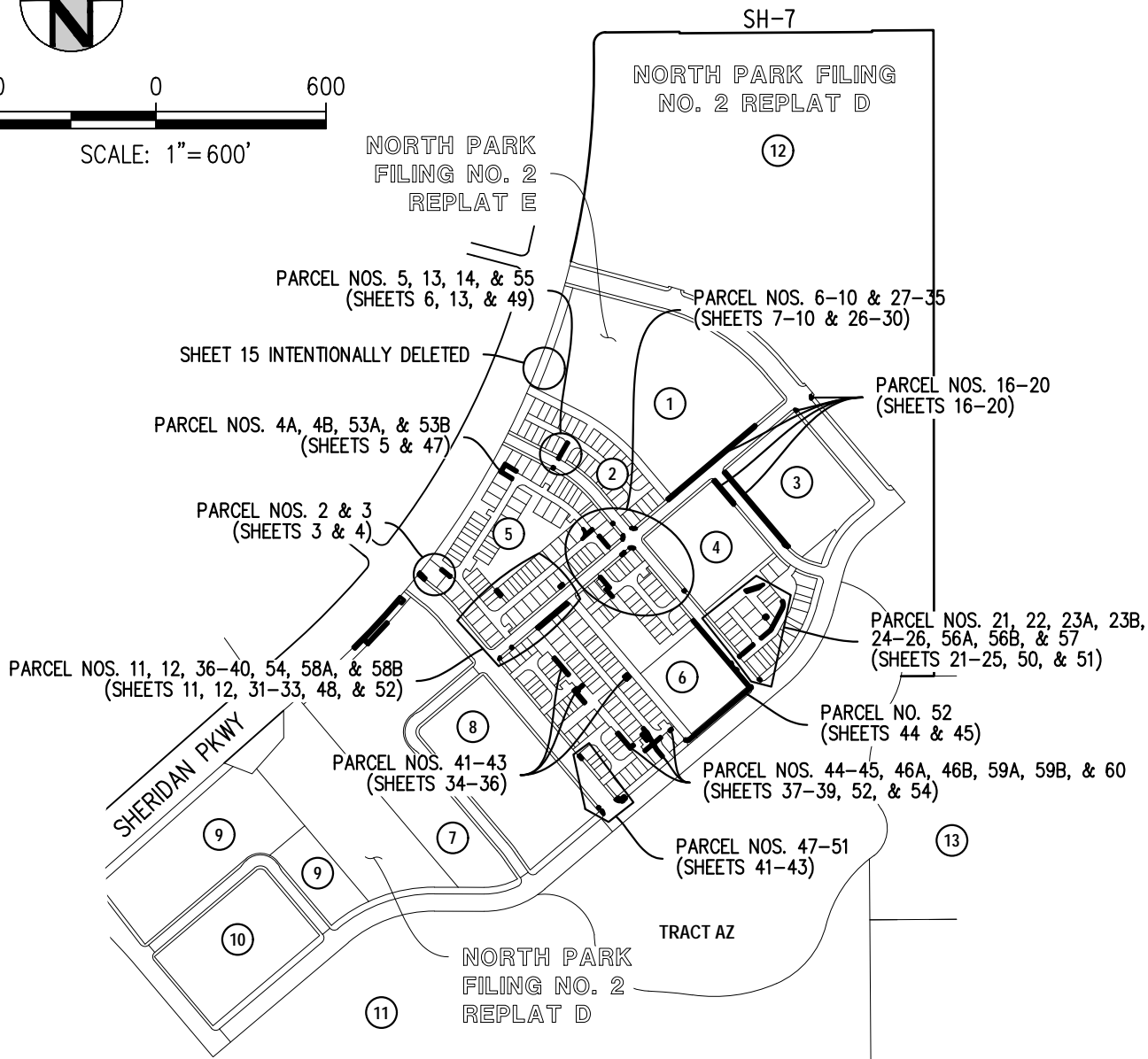
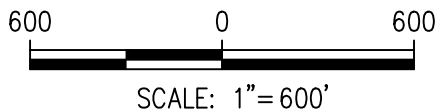
Exhibit B-2

Depiction of the Easement Area

(see attached)

KEY MAP

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



NOTES:

- 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.

Plotted: THU 06/15/23 7:49:03A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: key map

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

KEY MAP

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
1
1 OF 54

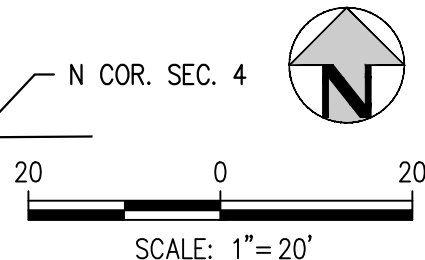
ILLUSTRATION

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.

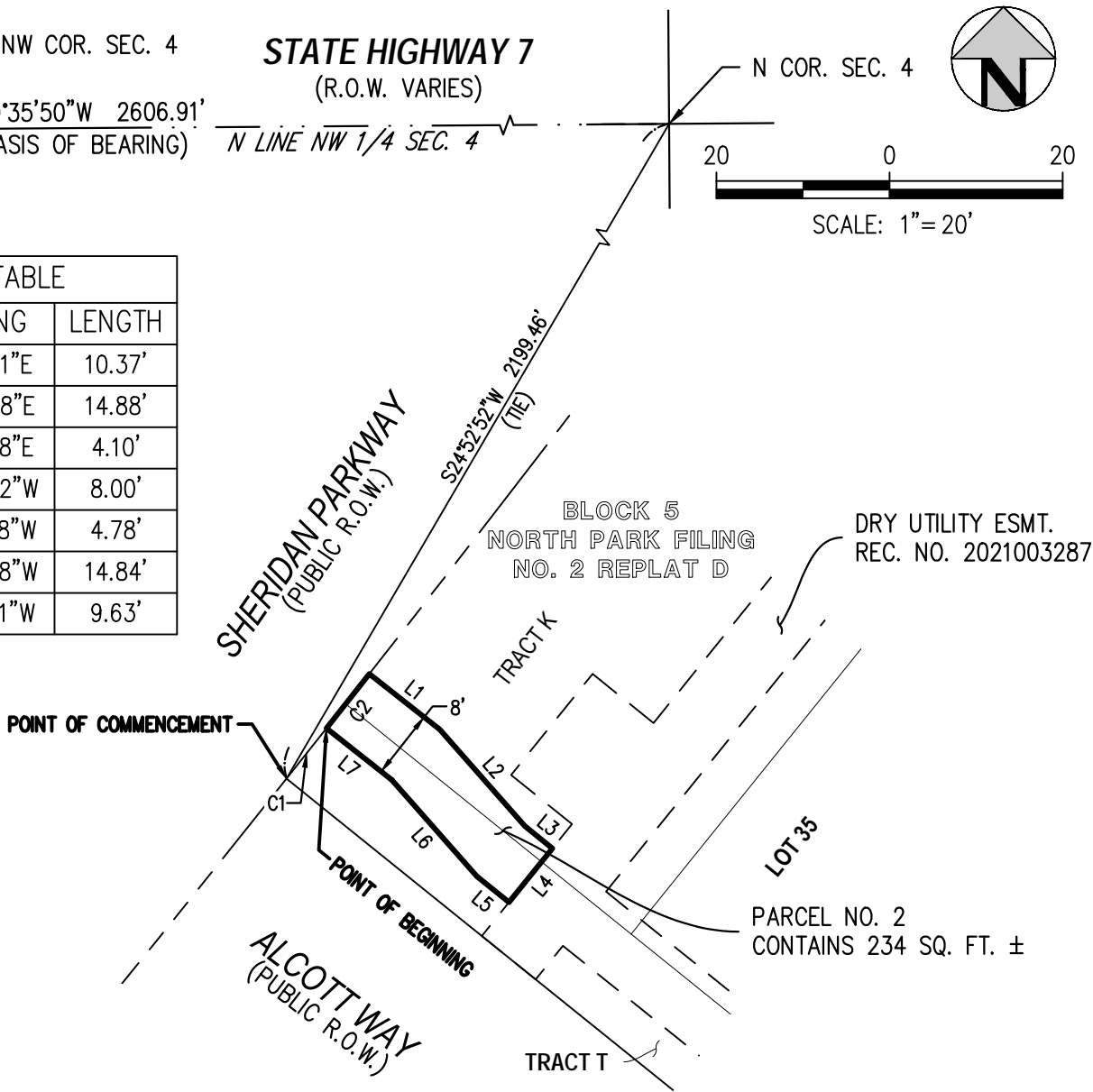
NW COR. SEC. 4
S89°35'50"W 2606.91'
(BASIS OF BEARING)

STATE HIGHWAY 7
(R.O.W. VARIES)

N LINE NW 1/4 SEC. 4



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'



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	2877.00'	0°08'52"	7.41'	N38°22'55"E	7.41'
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.

Plotted: THU 06/15/23 7:49:11A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 2

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

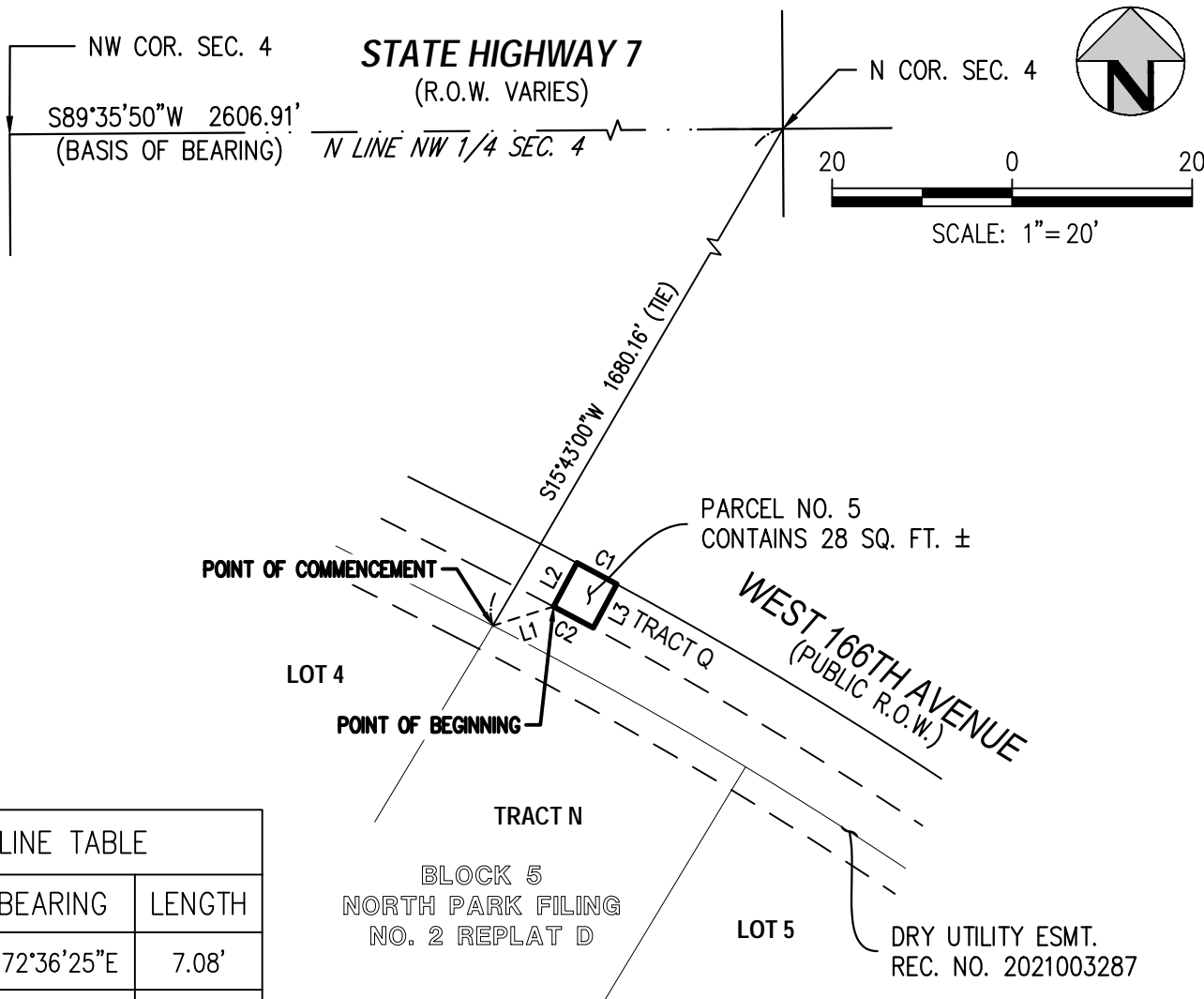
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Denver, Colorado 80203
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ILLUSTRATION
PARCEL NO. 2

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



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'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	483.34'	0°35'34"	5.00'	S61°51'47"E	5.00'
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.

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

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

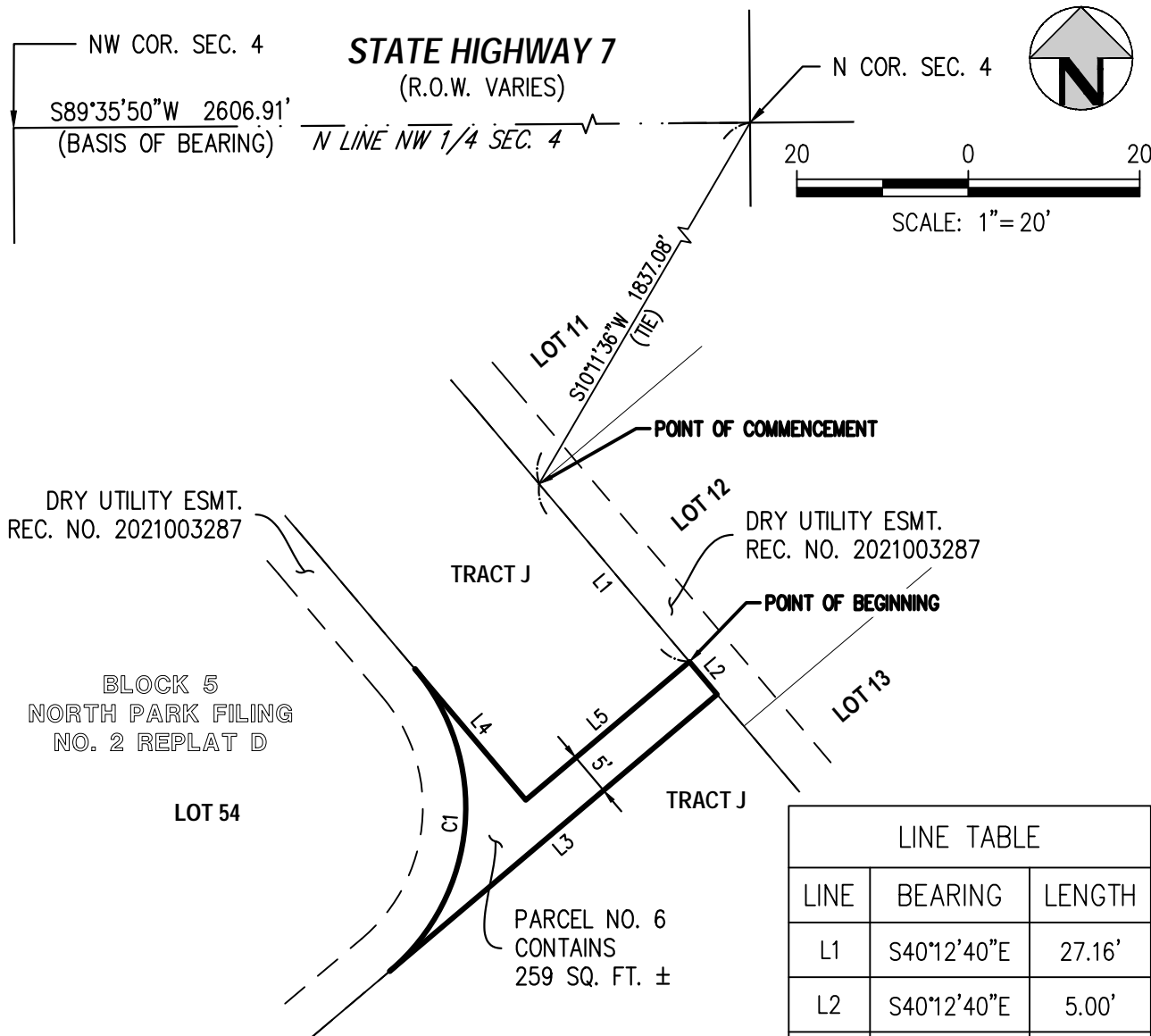
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**ILLUSTRATION
PARCEL NO. 5**

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
6
6 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°12'40"E	27.16'
L2	S40°12'40"E	5.00'
L3	S49°47'20"W	50.00'
L4	S40°12'40"E	20.03'
L5	N49°47'20"E	25.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	25.00'	90°04'05"	39.30'	N04°45'18"E	35.38'

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

Plotted: THU 06/15/23 7:49:33A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 6

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

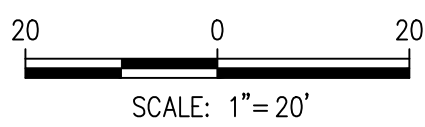
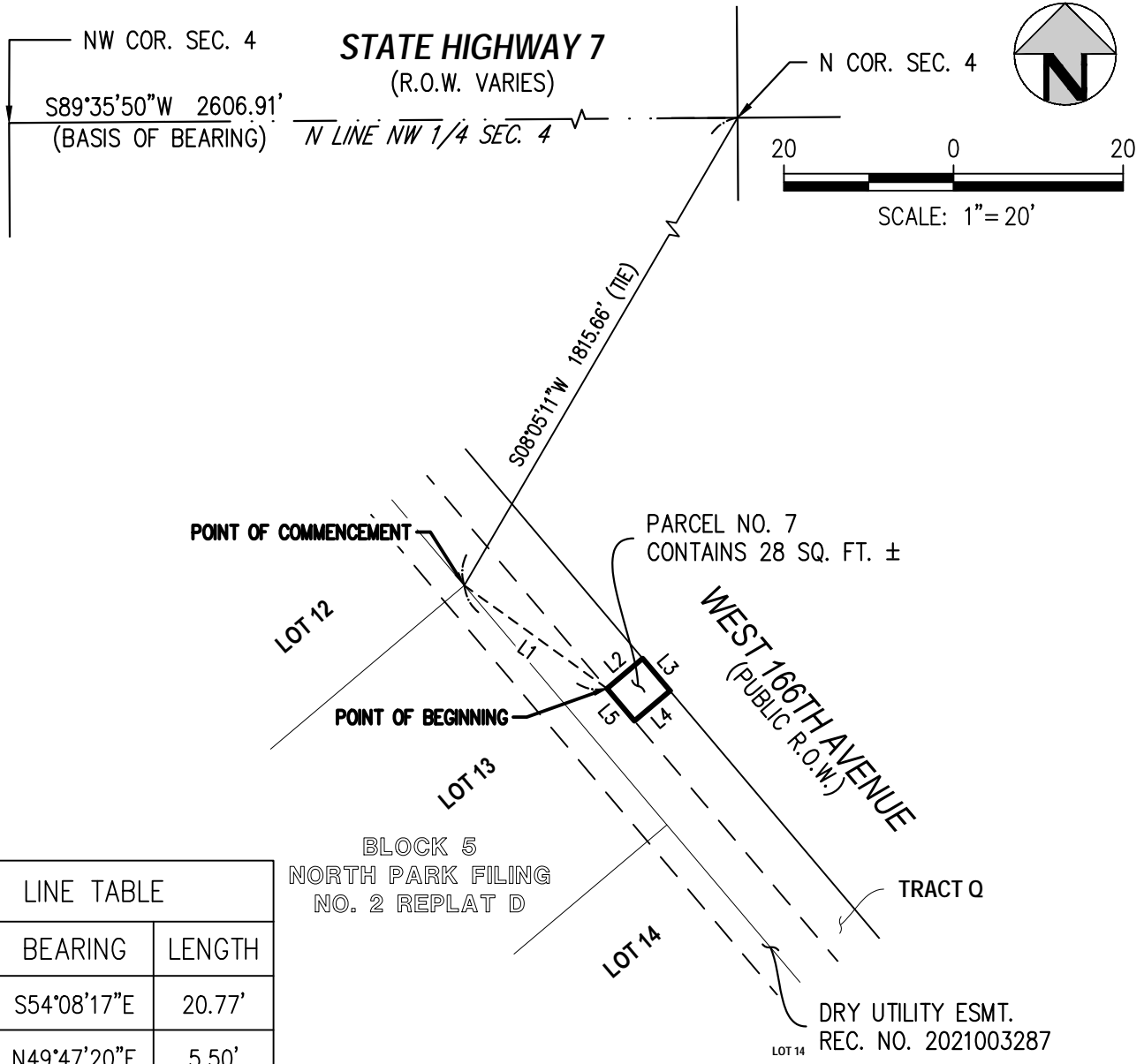
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ILLUSTRATION
PARCEL NO. 6

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S54°08'17"E	20.77'
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'

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

Plotted: THU 06/15/23 7:49:37A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 7

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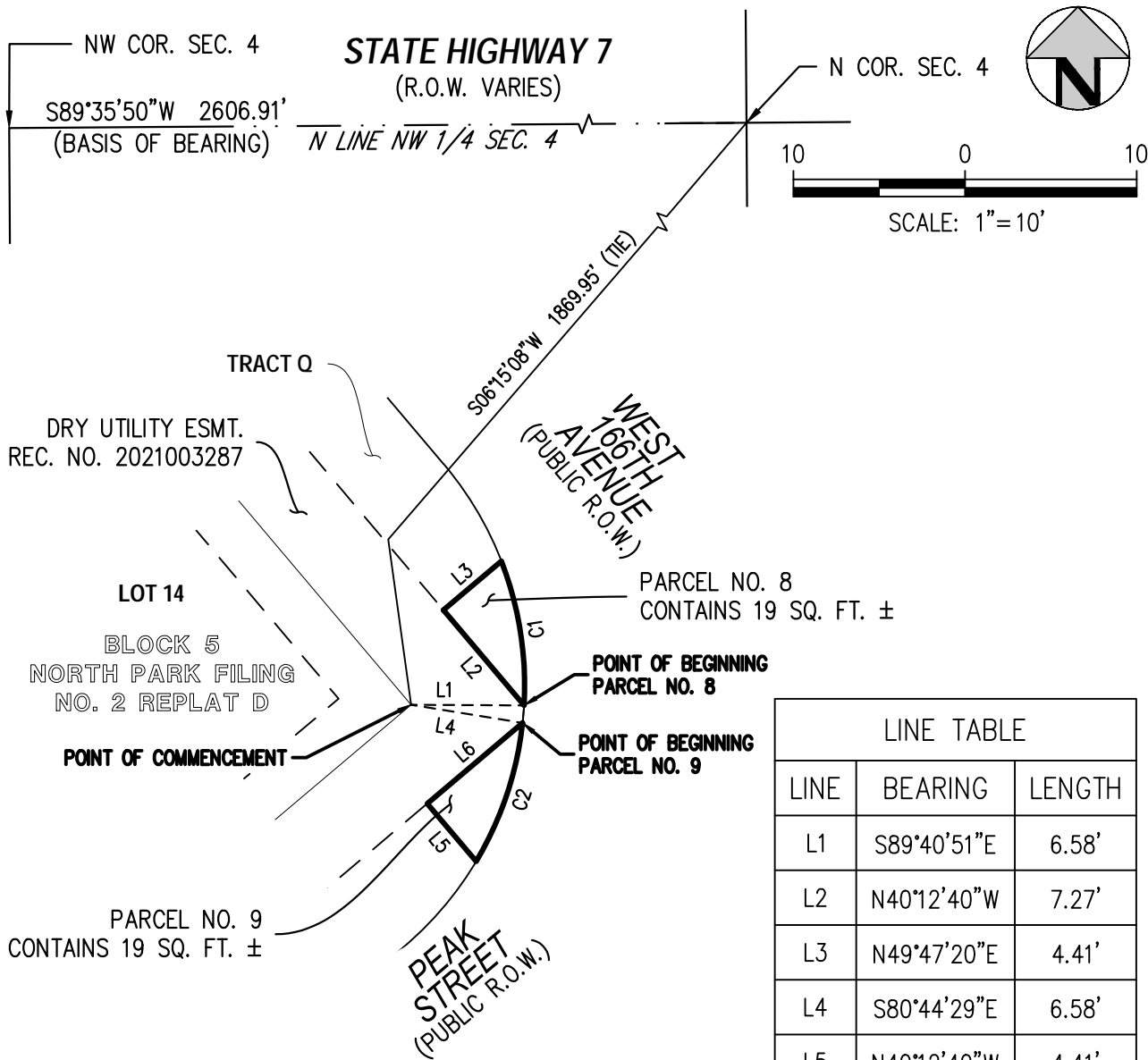
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ILLUSTRATION
PARCEL NO. 7

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



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'

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

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

Plotted: THU 06/15/23 7:49:43A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 8 & 9

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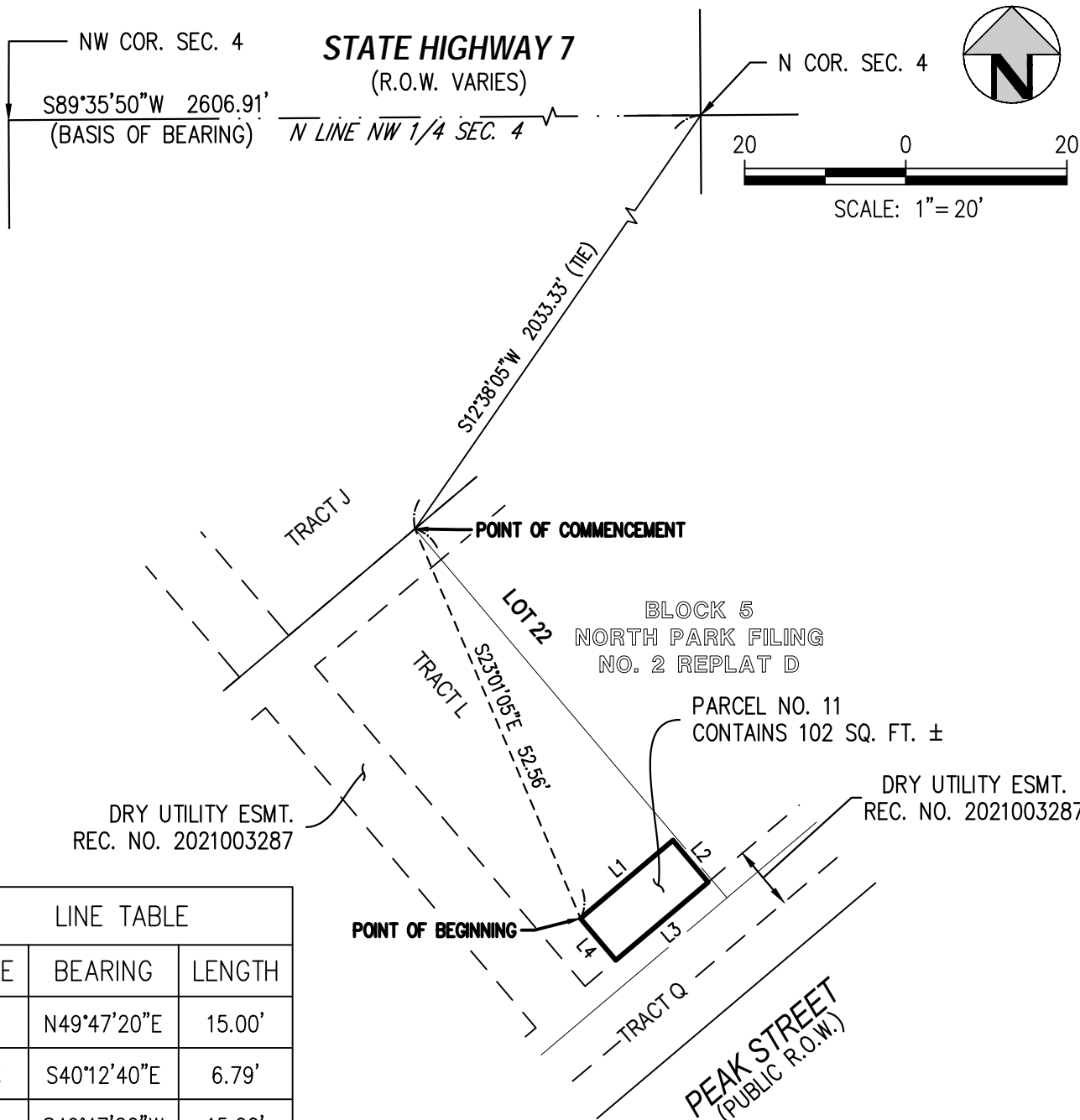
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ILLUSTRATION
PARCEL NOS. 8 & 9

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
9
9 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°47'20"E	15.00'
L2	S40°12'40"E	6.79'
L3	S49°47'20"W	15.00'
L4	N40°12'41"W	6.79'

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

Plotted: THU 06/15/23 7:49:52A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 11

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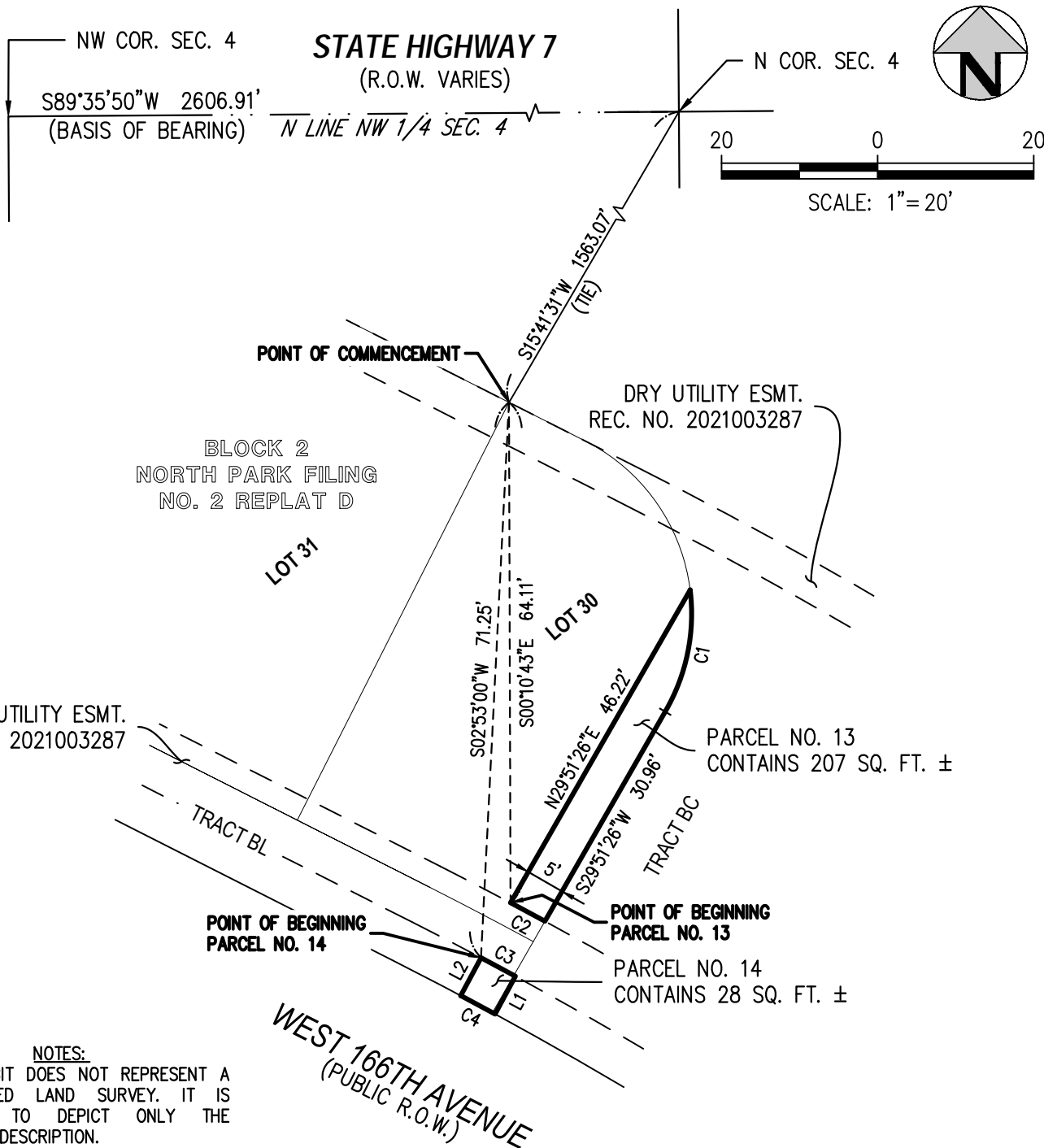
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ILLUSTRATION
PARCEL NO. 11

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
11
11 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.



Plotted: THU 06/15/23 7:50:02A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 13 & 14

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NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
2. SEE SHEET 13 FOR LINE AND CURVE TABLES.

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ILLUSTRATION
PARCEL NOS. 13 & 14

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	13
	13 OF 54

LINE AND CURVE TABLES

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'

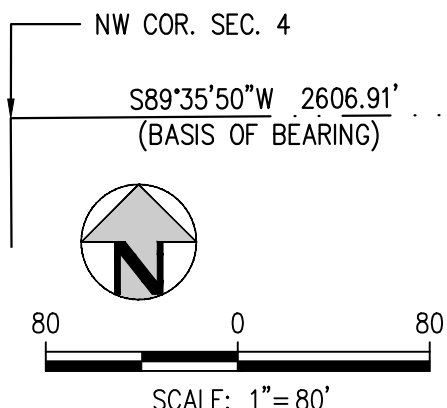
Plotted: THU 06/15/23 7:50:05A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 13 & 14.lc

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ILLUSTRATION

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

STATE HIGHWAY 7 (R.O.W. VARIES)



N LINE NW 1/4 SEC. 4

S89°35'50"W 2606.91'
(BASIS OF BEARING)

N COR. SEC. 4

L1 (TIE)

POINT OF COMMENCEMENT

BLOCK 1
NORTH PARK FILING
NO. 2 REPLAT E

TRACT A

LOT 1

POINT OF BEGINNING

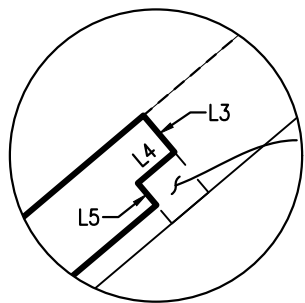
PARCEL NO. 16
CONTAINS 3,213 SQ. FT. ±

UTILITY ESMT.
REC. NO. 2022002409

DRY UTILITY ESMT.
REC. NO. 2021003287

SEE DETAIL "A"

NORTH PARK
FILING NO. 2
REPLAT D



DETAIL "A"
SCALE: 1"=20'

DRY UTILITY ESMT.
REC. NO. 2021003287

UTILITY ESMT.
REC. NO. 2022002409

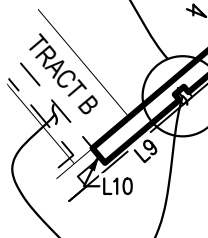
DRY UTILITY ESMT.
REC. NO. 2021003287

E LINE NW 1/4 SEC. 4

N49°47'20"E 405.41'
S49°47'20"W 354.80'

PEAK STREET
(PUBLIC R.O.W.)

SEE DETAIL "B"



DETAIL "B"
SCALE: 1"=20'

DRY UTILITY ESMT.
REC. NO. 2021003287

DRY UTILITY ESMT.
REC. NO. 2021003287

NOTES:

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S15°06'11"E	1422.47'
L2	S49°47'20"W	136.59'
L3	S40°12'40"E	5.00'
L4	S49°47'20"W	5.00'
L5	S40°12'40"E	3.00'
L6	N40°12'40"W	3.00'
L7	S49°47'20"W	5.00'
L8	S40°12'40"E	3.00'
L9	S49°47'20"W	40.60'
L10	N40°12'40"W	8.00'

Plotted: THU 06/15/23 7:50:19A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 16

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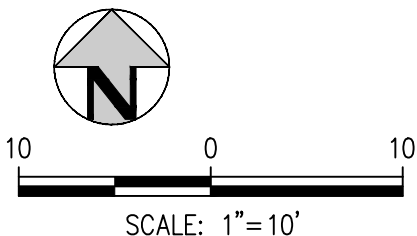
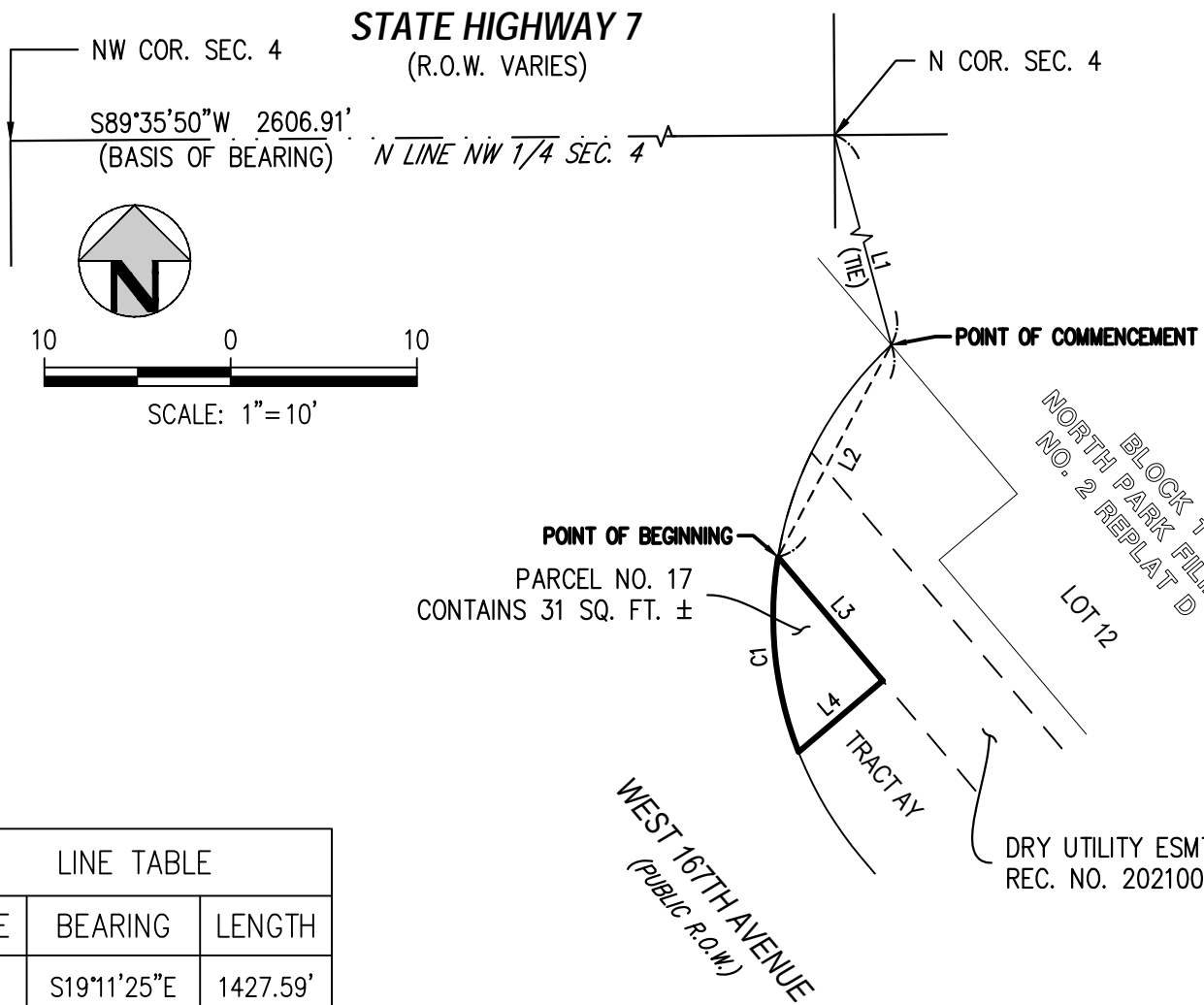
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ILLUSTRATION
PARCEL NO. 16

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
16
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.



POINT OF BEGINNING
PARCEL NO. 17
CONTAINS 31 SQ. FT. ±

POINT OF COMMENCEMENT

BLOCK 1
NORTH PARK FILING
NO. 2 REPLAT D
LOT 12

WEST 167TH AVENUE
(PUBLIC R.O.W.)

DRY UTILITY ESMT.
REC. NO. 2021003287

LINE TABLE		
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'

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

NOTES:

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS INTENDED TO
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Plotted: THU 06/15/23 7:50:22A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 17

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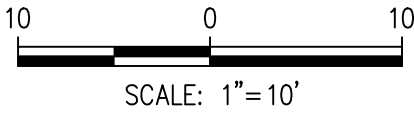
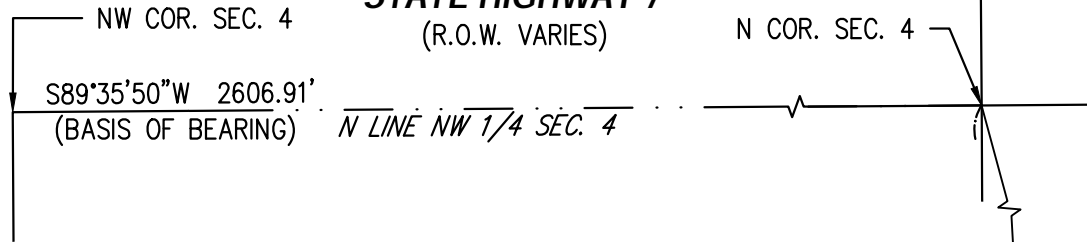
ILLUSTRATION
PARCEL NO. 17

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

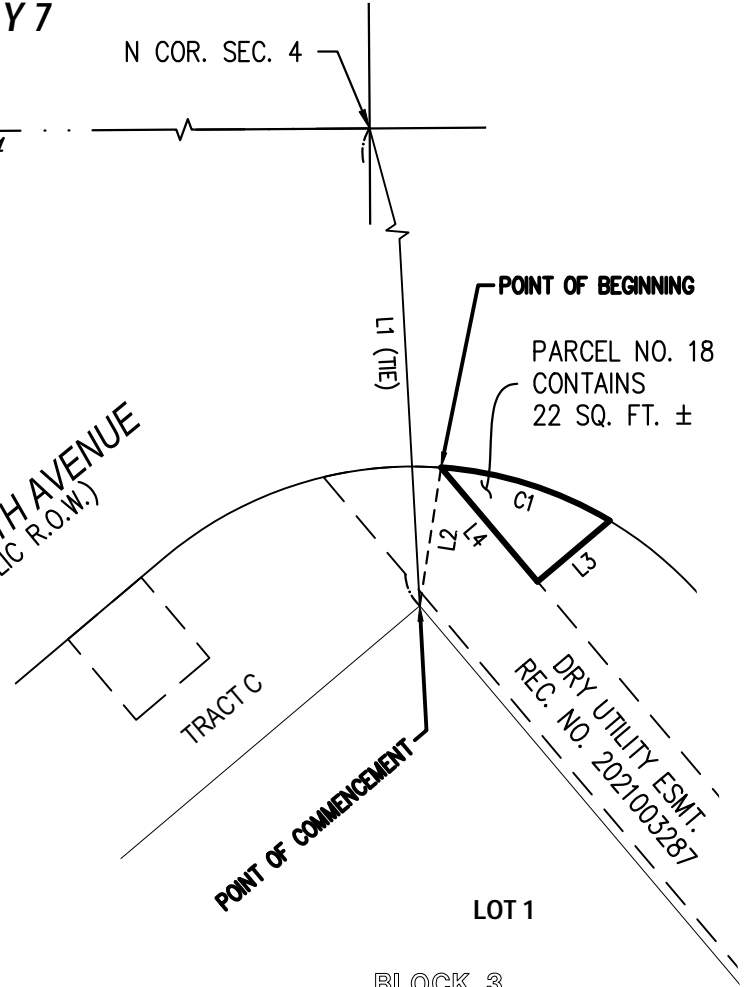
ILLUSTRATION

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
(R.O.W. VARIES)



WEST 167TH AVENUE
(PUBLIC R.O.W.)



PARCEL NO. 18
CONTAINS
22 SQ. FT. ±

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'

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
DEPICT ONLY THE ATTACHED DESCRIPTION.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

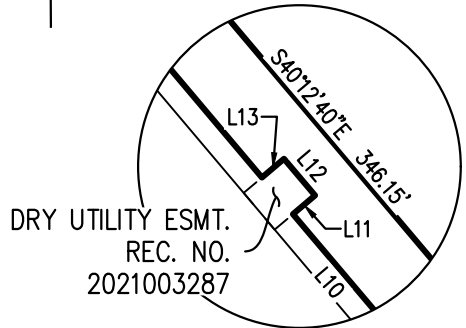
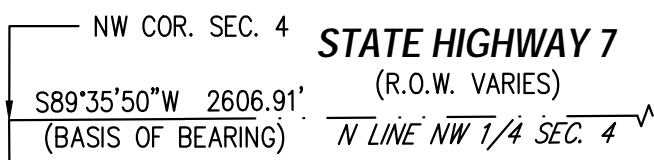
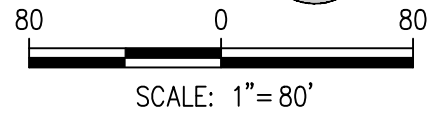
Plotted: THU 06/15/23 7:50:27A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 18

ILLUSTRATION
PARCEL NO. 18

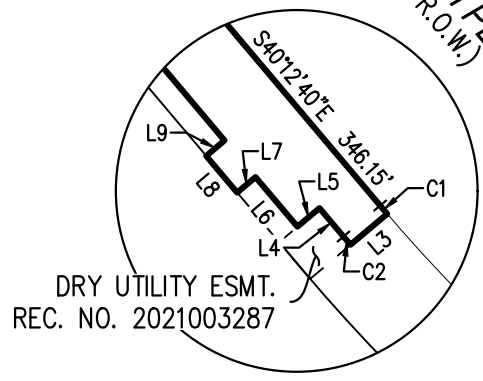
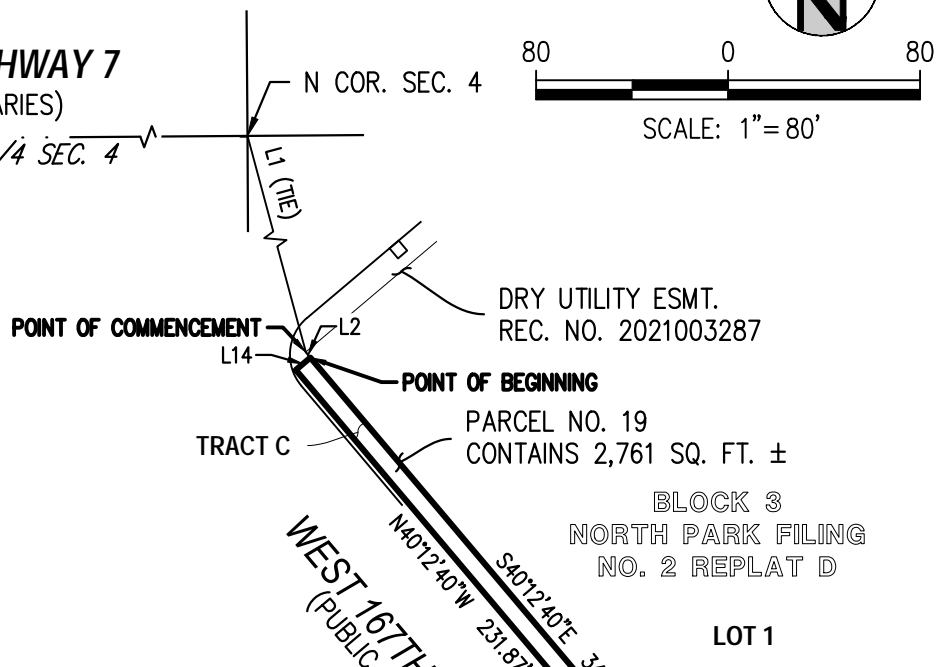
PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
18
18 OF 54

ILLUSTRATION

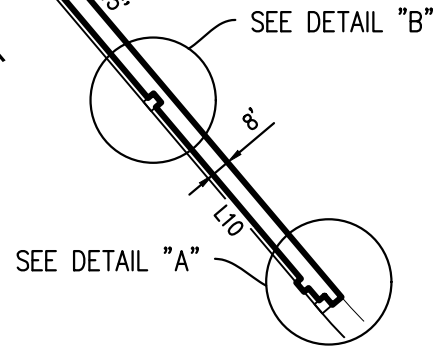
SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH,
RANGE 68 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



DETAIL "B"
SCALE: 1"=20'



DETAIL "A"
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'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	169.50'	0°22'57"	1.13'	S40°24'08"E	1.13'
C2	177.50'	0°21'55"	1.13'	N40°23'37"W	1.13'

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

Plotted: THU 06/15/23 7:50:34A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 19

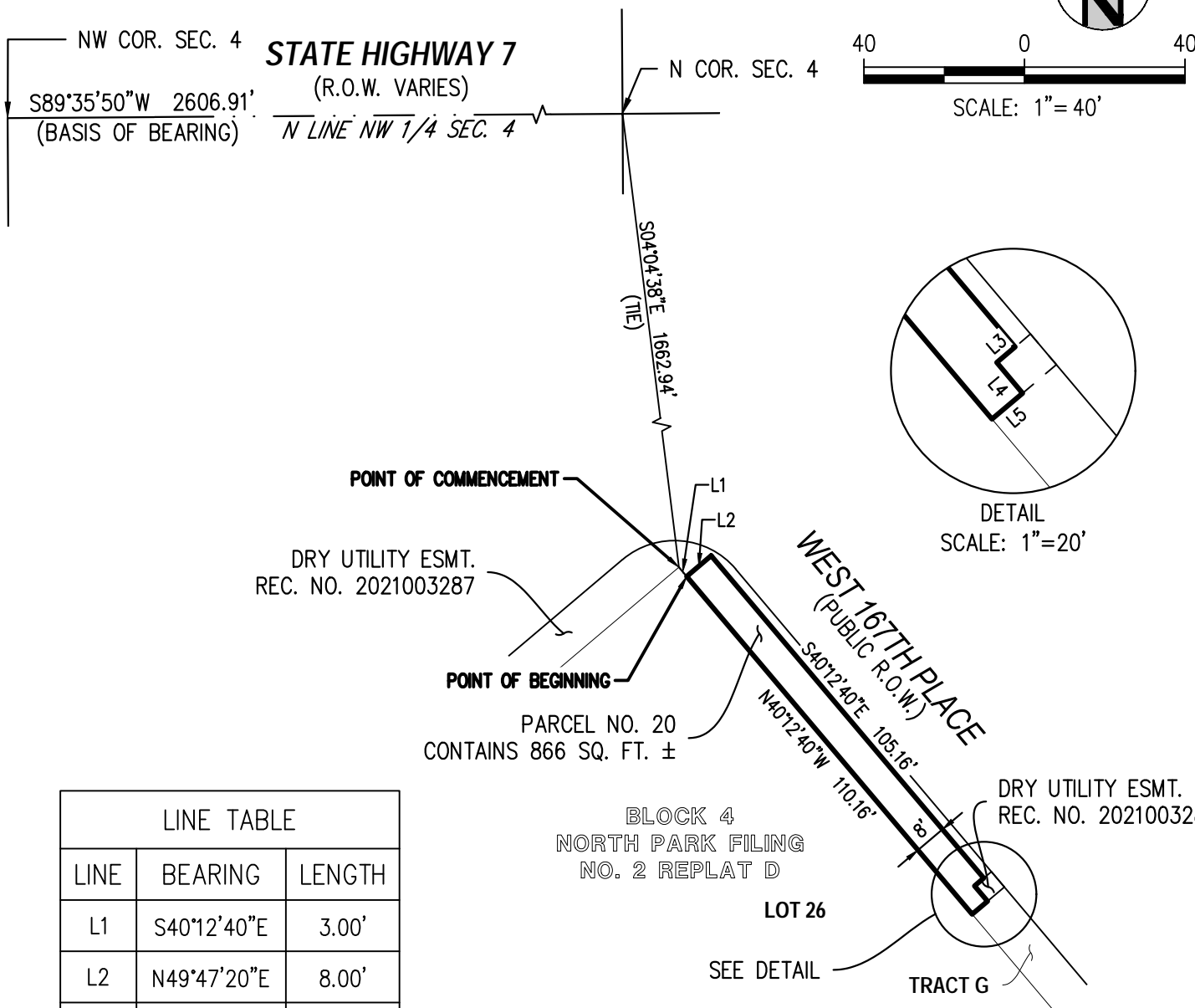
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ILLUSTRATION
PARCEL NO. 19

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
19
19 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.

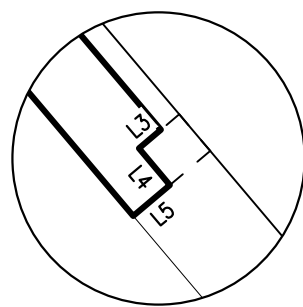


POINT OF COMMENCEMENT

DRY UTILITY ESMT.
REC. NO. 2021003287

POINT OF BEGINNING

PARCEL NO. 20
CONTAINS 866 SQ. FT. ±



DETAIL
SCALE: 1"=20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°12'40"E	3.00'
L2	N49°47'20"E	8.00'
L3	S49°47'20"W	3.00'
L4	S40°12'40"E	5.00'
L5	S49°47'20"W	5.00'

BLOCK 4
NORTH PARK FILING
NO. 2 REPLAT D

WEST 167TH PLACE
(PUBLIC R.O.W.)

DRY UTILITY ESMT.
REC. NO. 2021003287

LOT 26

TRACT G

SEE DETAIL

NOTES:

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

Plotted: THU 06/15/23 7:50:37A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 20

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

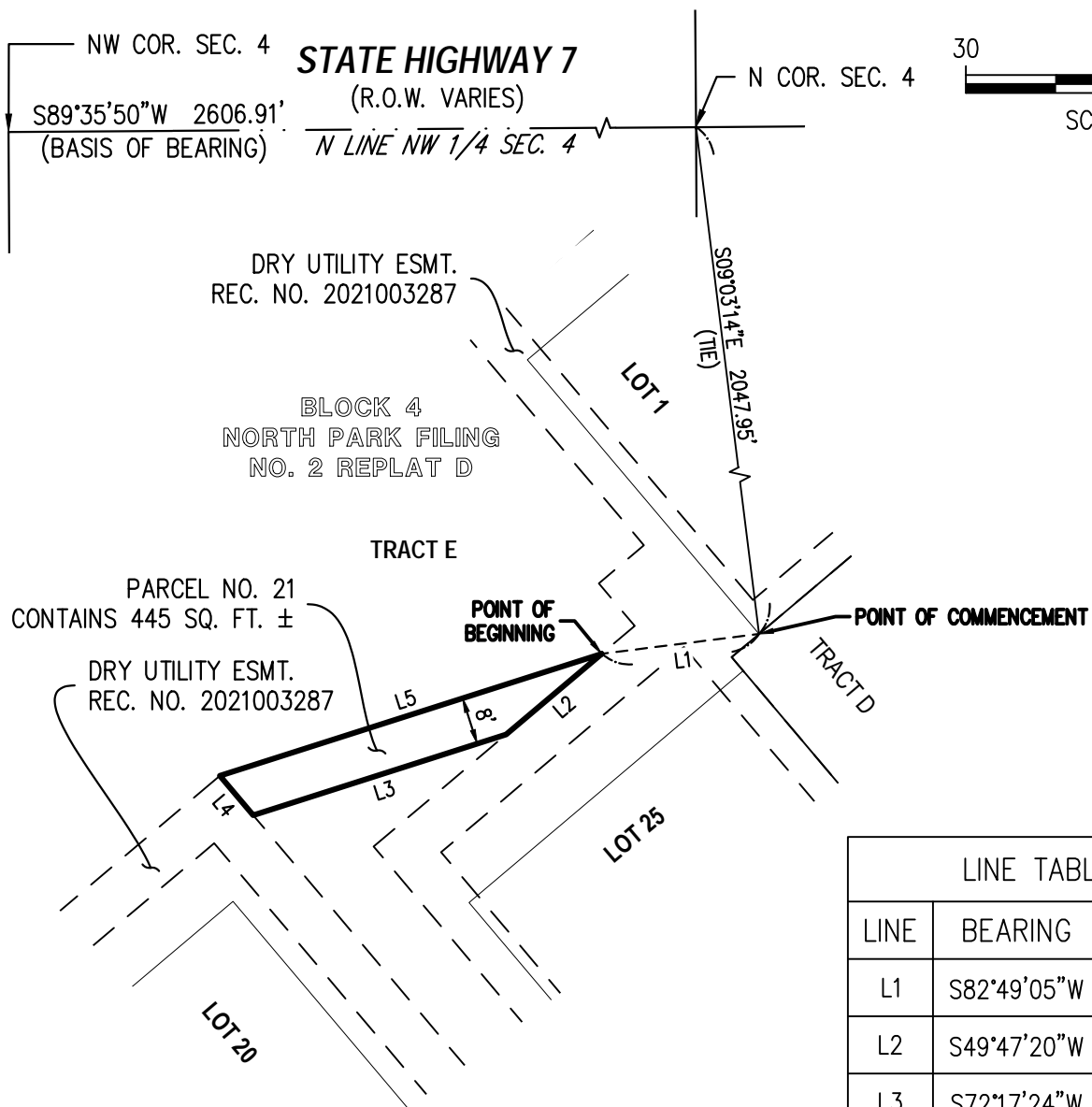
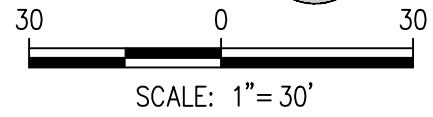
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ILLUSTRATION
PARCEL NO. 20

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	20
	20 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 TABLE		
LINE	BEARING	LENGTH
L1	S82°49'05"W	26.52'
L2	S49°47'20"W	20.90'
L3	S72°17'24"W	44.37'
L4	N40°12'36"W	8.66'
L5	N72°17'24"E	67.00'

NOTES:

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

Plotted: THU 06/15/23 7:50:43A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 21

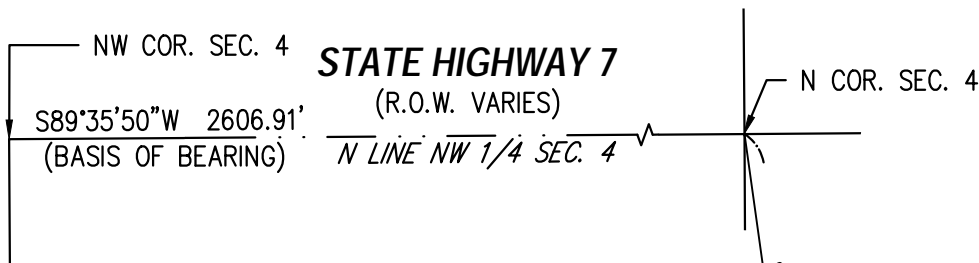
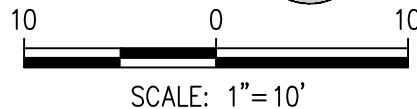
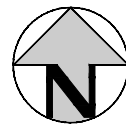
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ILLUSTRATION
PARCEL NO. 21

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



BLOCK 4
NORTH PARK FILING
NO. 2 REPLAT D

TRACTE

DRY UTILITY ESMT.
REC. NO. 2021003287

LOT 21

POINT OF BEGINNING

POINT OF COMMENCEMENT

PARCEL NO. 22
CONTAINS 33 SQ. FT. ±

LOT 22

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'

NOTES:

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

Plotted: THU 06/15/23 7:50:48A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 22

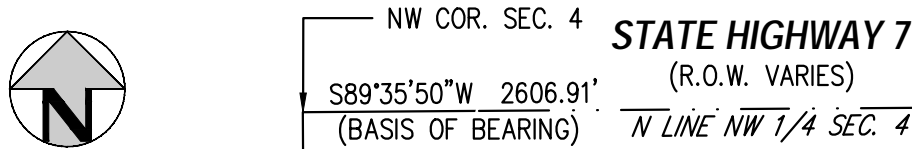
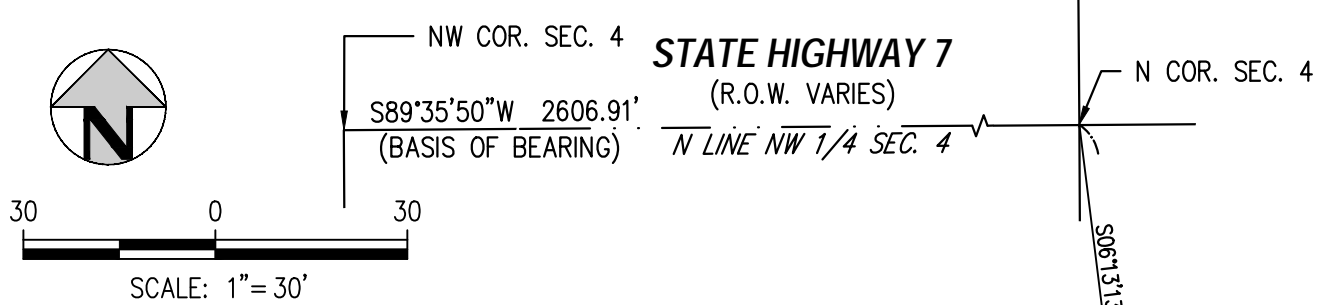
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ILLUSTRATION
PARCEL NO. 22

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	22
	22 OF 54

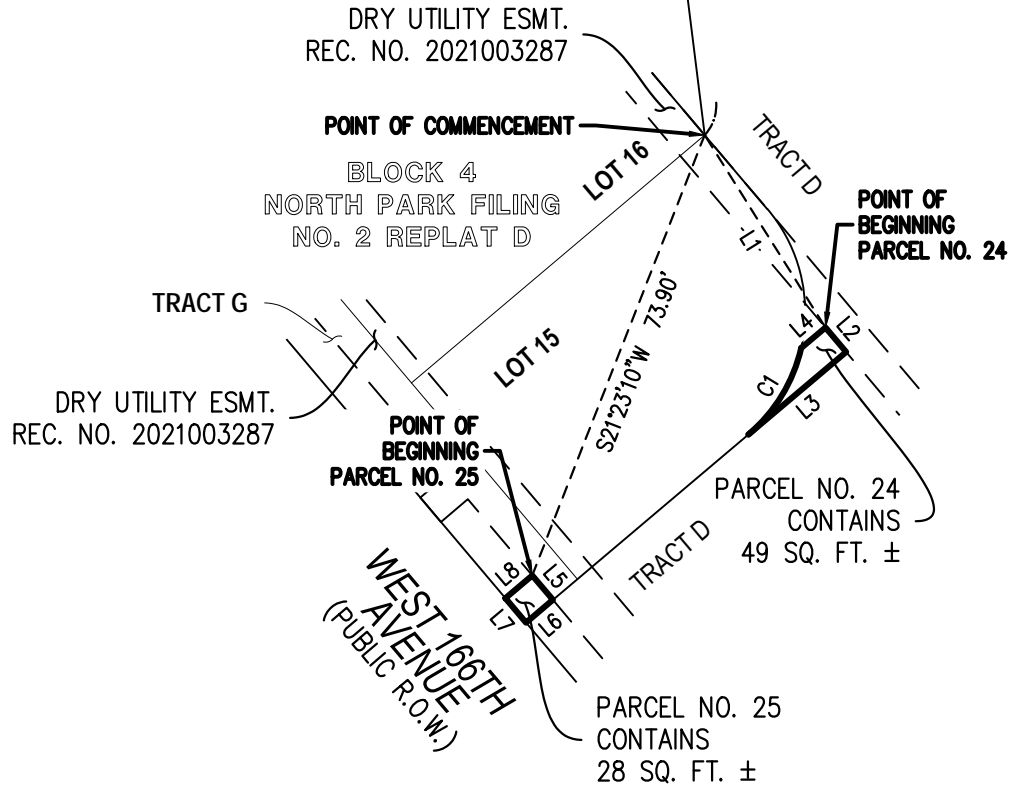
ILLUSTRATION

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.



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

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'
L8	N49°47'24"E	5.50'



NOTES:

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

Plotted: THU 06/15/23 7:50:58A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 24 & 25

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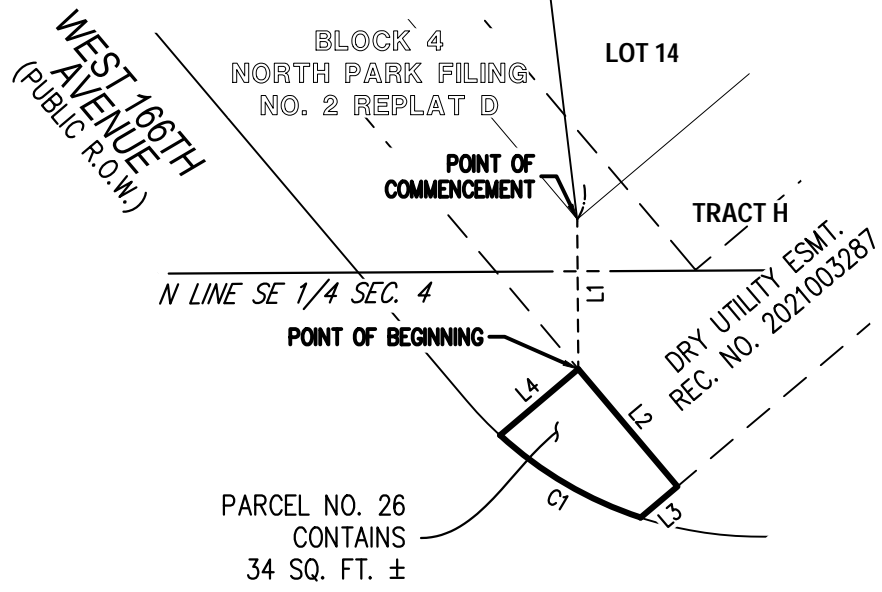
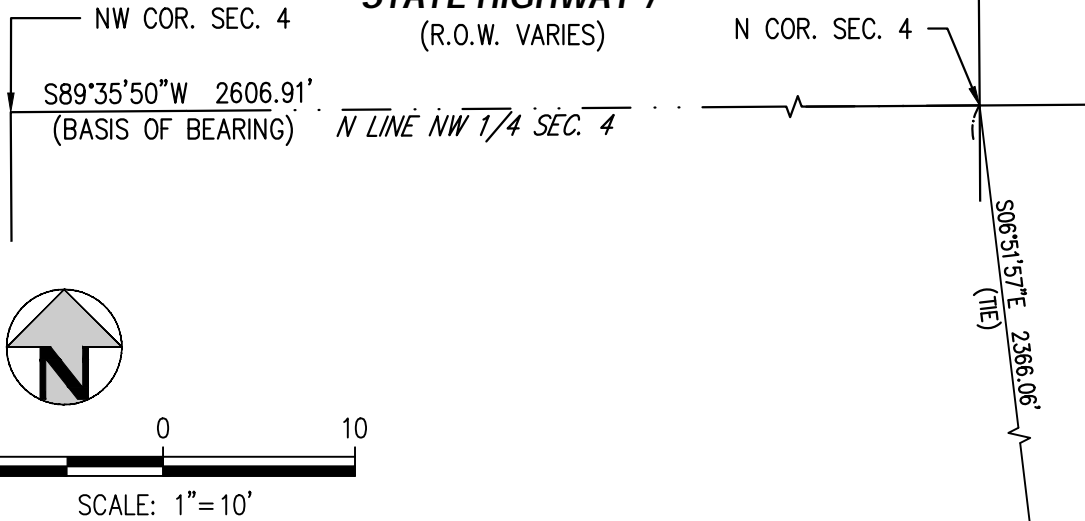
ILLUSTRATION
PARCEL NO. 24 & 25

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	24
	24 OF 46

ILLUSTRATION

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.

STATE HIGHWAY 7
(R.O.W. VARIES)



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'

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

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

Plotted: THU 06/15/23 7:51:03A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 26

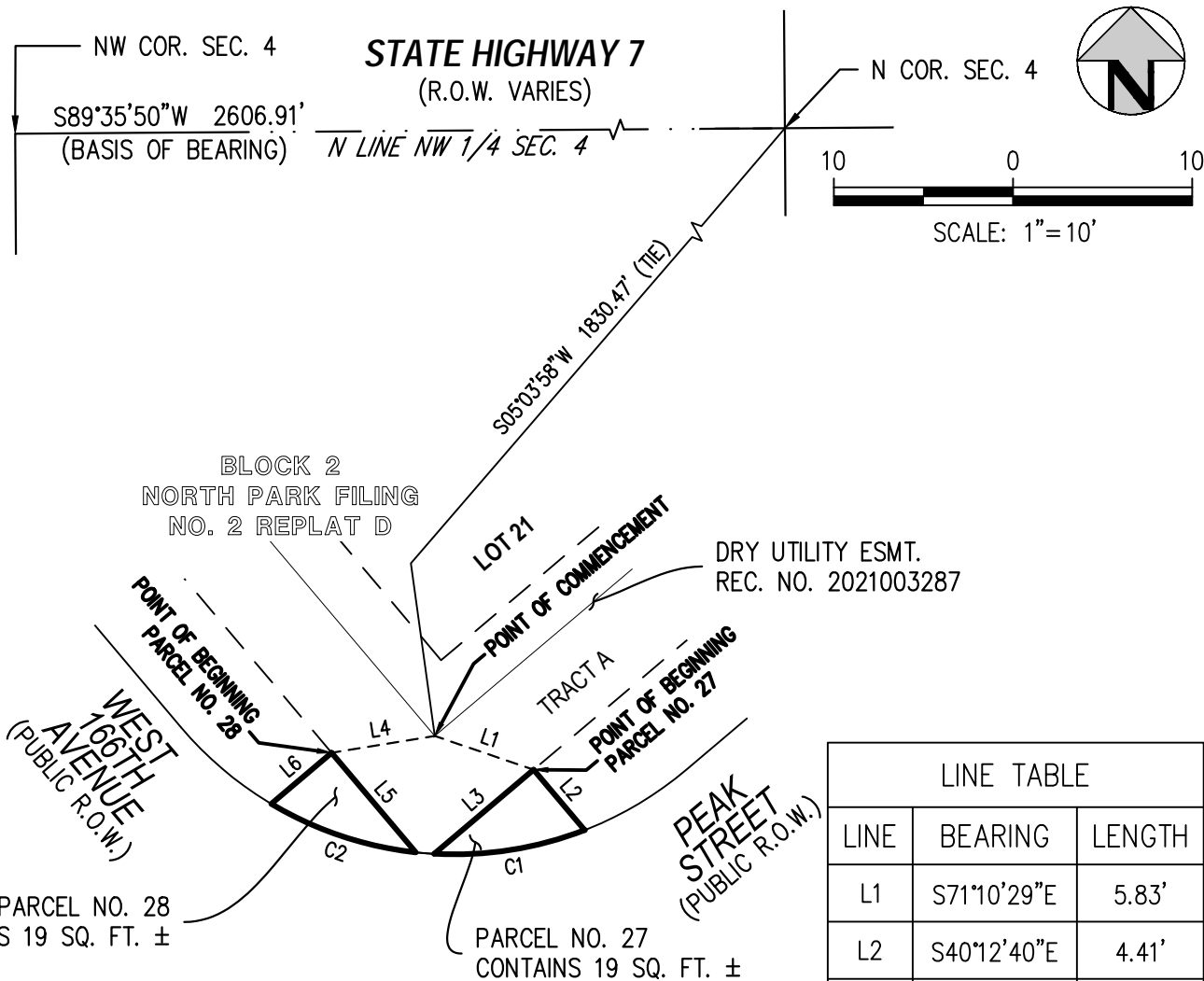
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ILLUSTRATION
PARCEL NO. 26

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	25
	26 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.



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'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	20.00'	24°33'56"	8.58'	S81°02'14"W	8.51'
C2	20.00'	24°33'56"	8.58'	N71°27'34"W	8.51'

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

Plotted: THU 06/15/23 7:51:08A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 27 & 28

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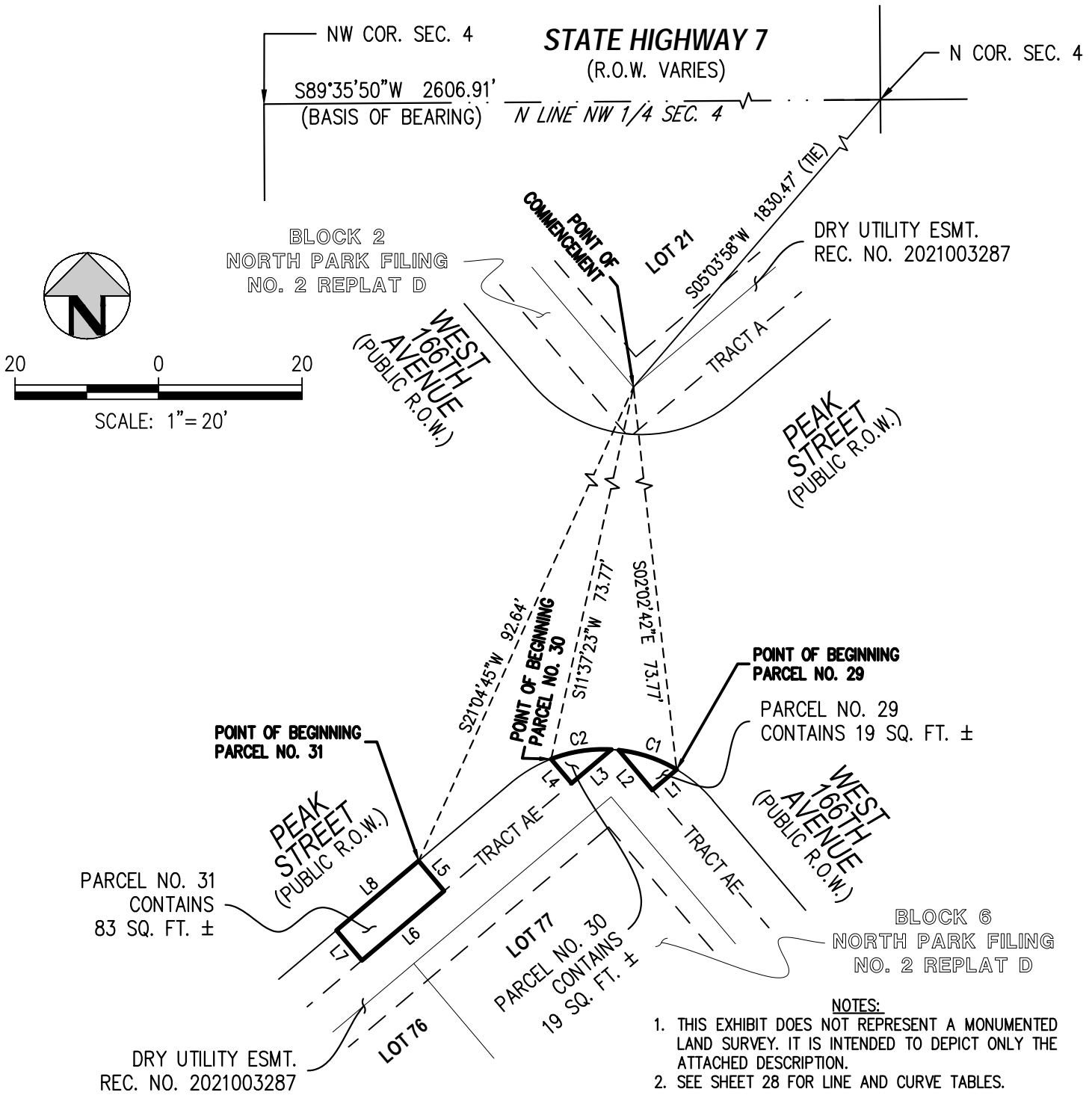
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ILLUSTRATION
PARCEL NOS. 27 & 28

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



Plotted: THU 06/15/23 7:51:13A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 29 30 & 31

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ILLUSTRATION
PARCEL NOS. 29, 30, & 31

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	27
	27 OF 54

LINE AND CURVE TABLES

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
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'

Plotted: THU 06/15/23 7:51:16A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 29 30 & 31.c

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LINE AND CURVE TABLES

PARCEL NOS. 29, 30, & 31

PROJECT #: 180635

CHECKED BY: AWM

DRAWN BY: JHS

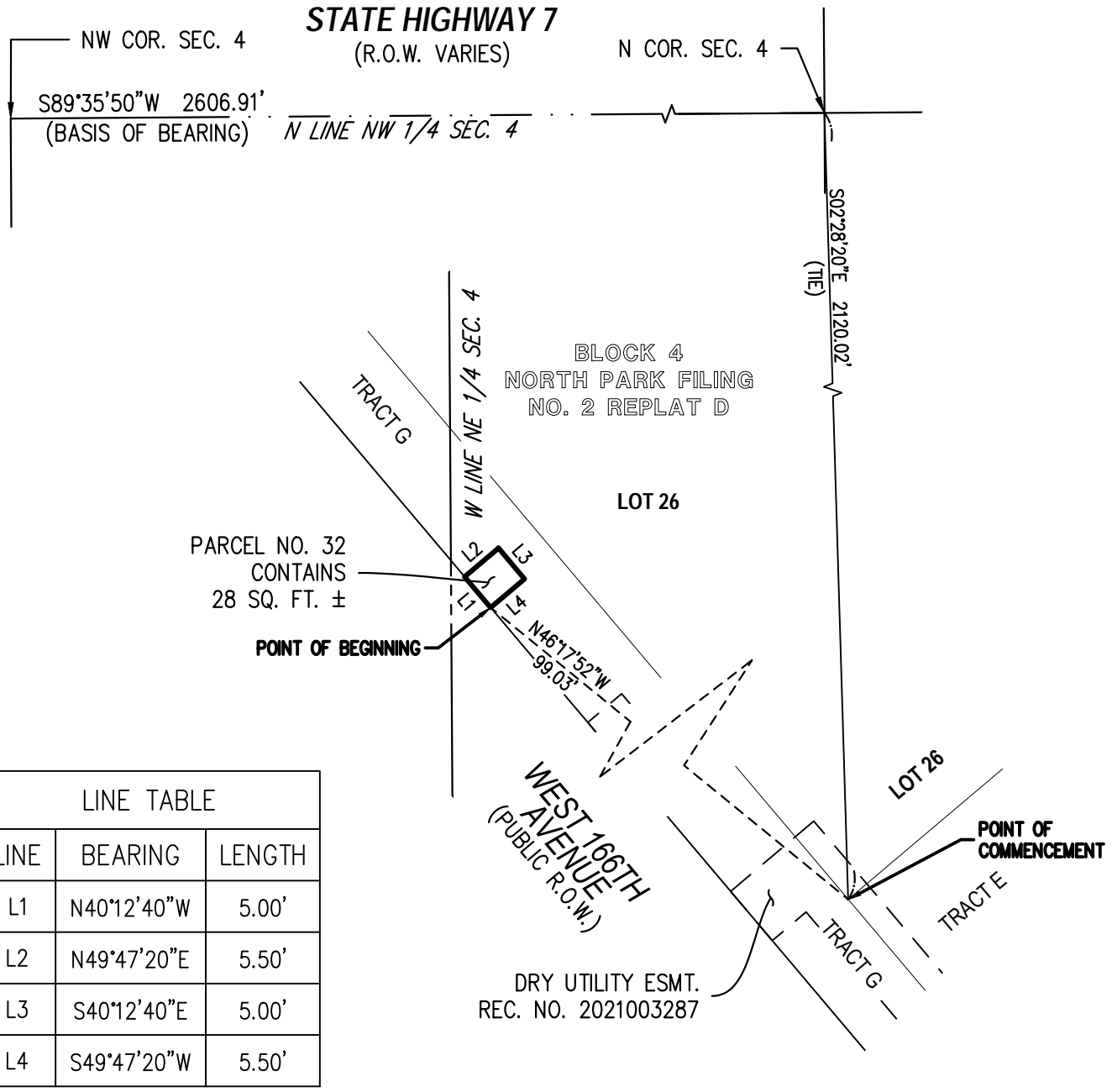
SHEET NUMBER

28

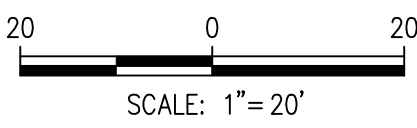
28 OF 54

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



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

Plotted: THU 06/15/23 7:51:23A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 32

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

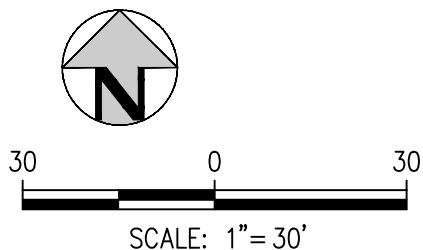
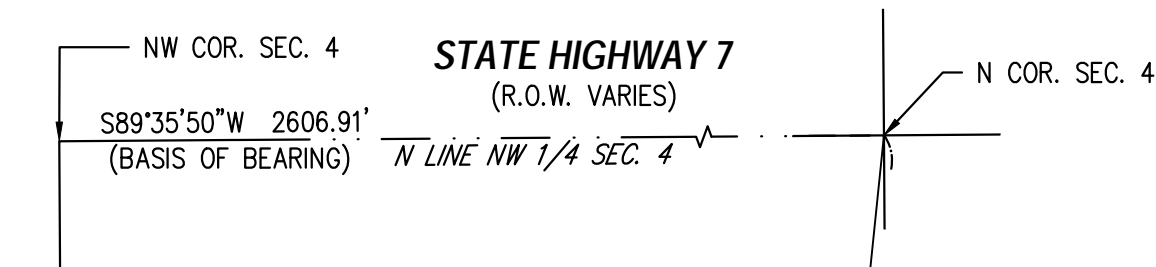
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ILLUSTRATION
PARCEL NO. 32

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	29
	29 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.



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'

DRY UTILITY ESMT.
REC. NO. 2021003287

PARCEL NO. 35
CONTAINS
260 SQ. FT. ±

PARCEL NO. 34
CONTAINS 30 SQ. FT. ±

POINT OF BEGINNING
PARCEL NO. 35

PARCEL NO. 33
CONTAINS 125 SQ. FT. ±

TRACT U
DRY UTILITY ESMT.
REC. NO. 2021003287

POINT OF COMMENCEMENT

BLOCK 6
NORTH PARK FILING
NO. 2 REPLAT D

POINT OF BEGINNING
PARCEL NO. 33

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

Plotted: THU 06/15/23 7:51:28A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 33 34 & 35

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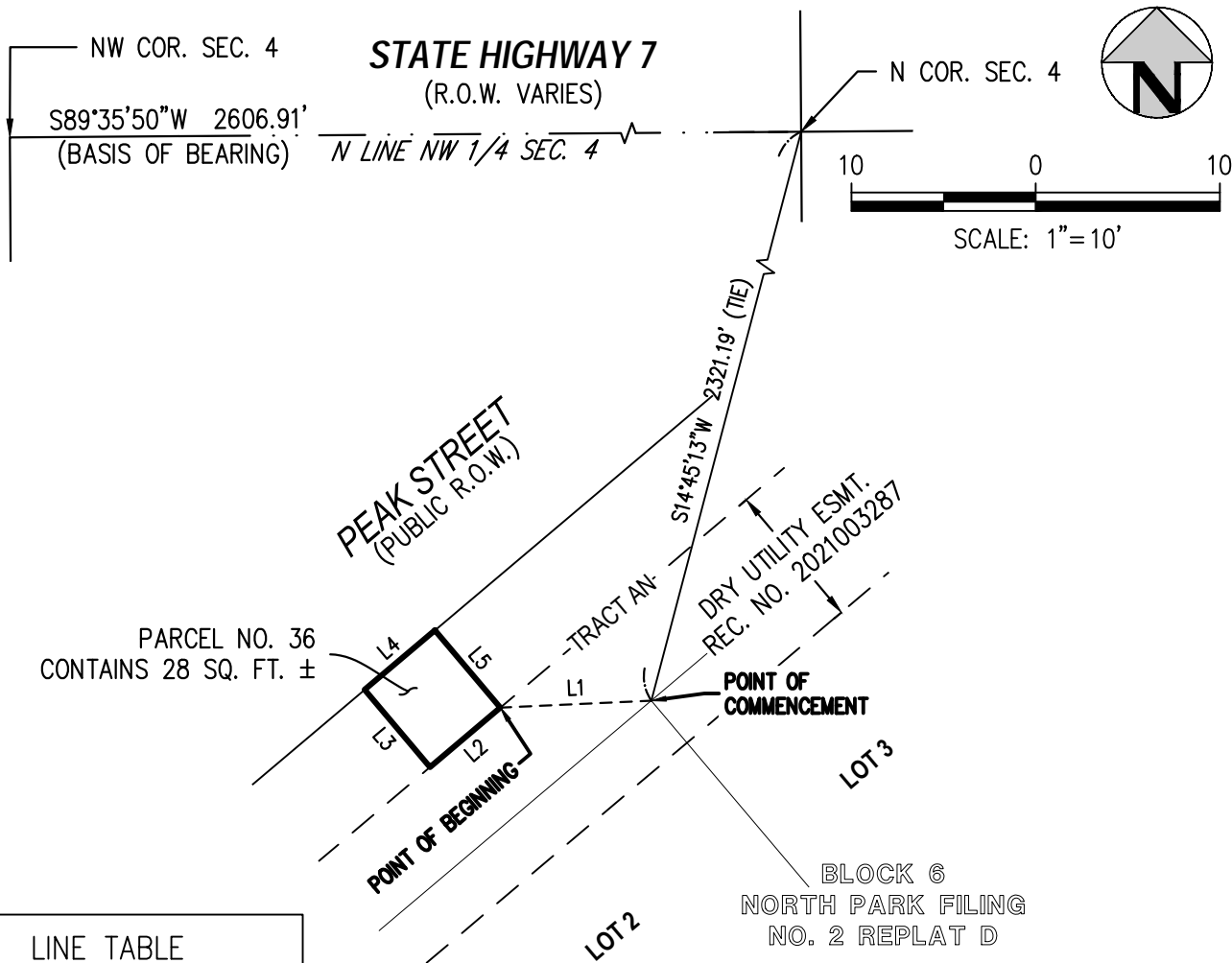
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ILLUSTRATION
PARCEL NOS. 33, 34, & 35

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
30
30 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.



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 MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: THU 06/15/23 7:51:33A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 36

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

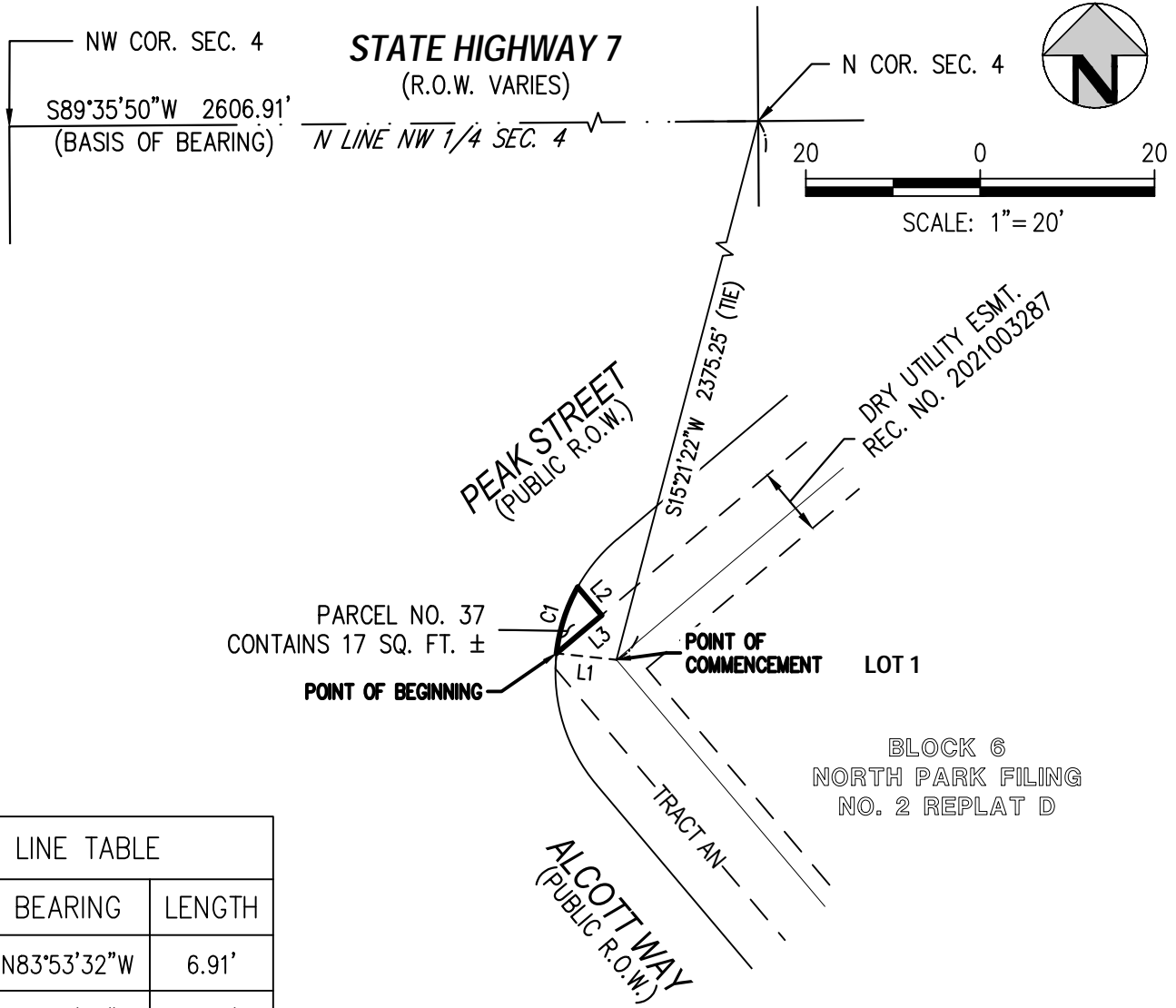
HKS HARRIS KOCHER SMITH
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ILLUSTRATION
PARCEL NO. 36

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



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 IS
INTENDED TO DEPICT ONLY THE ATTACHED
DESCRIPTION.

Plotted: THU 06/15/23 7:51:38A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 37

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

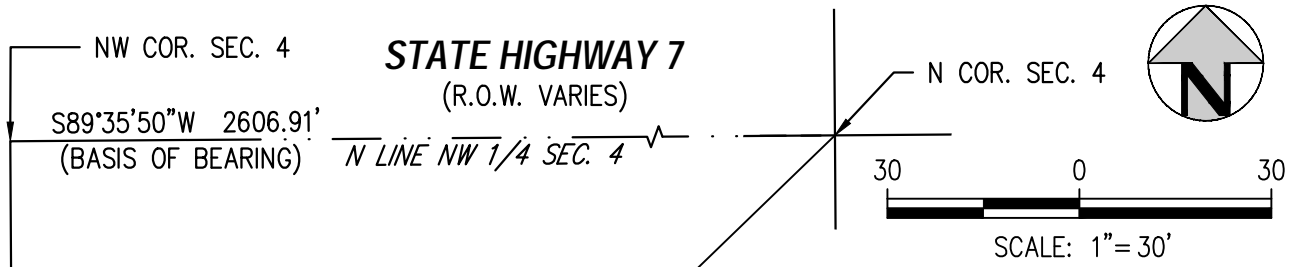
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ILLUSTRATION
PARCEL NO. 37

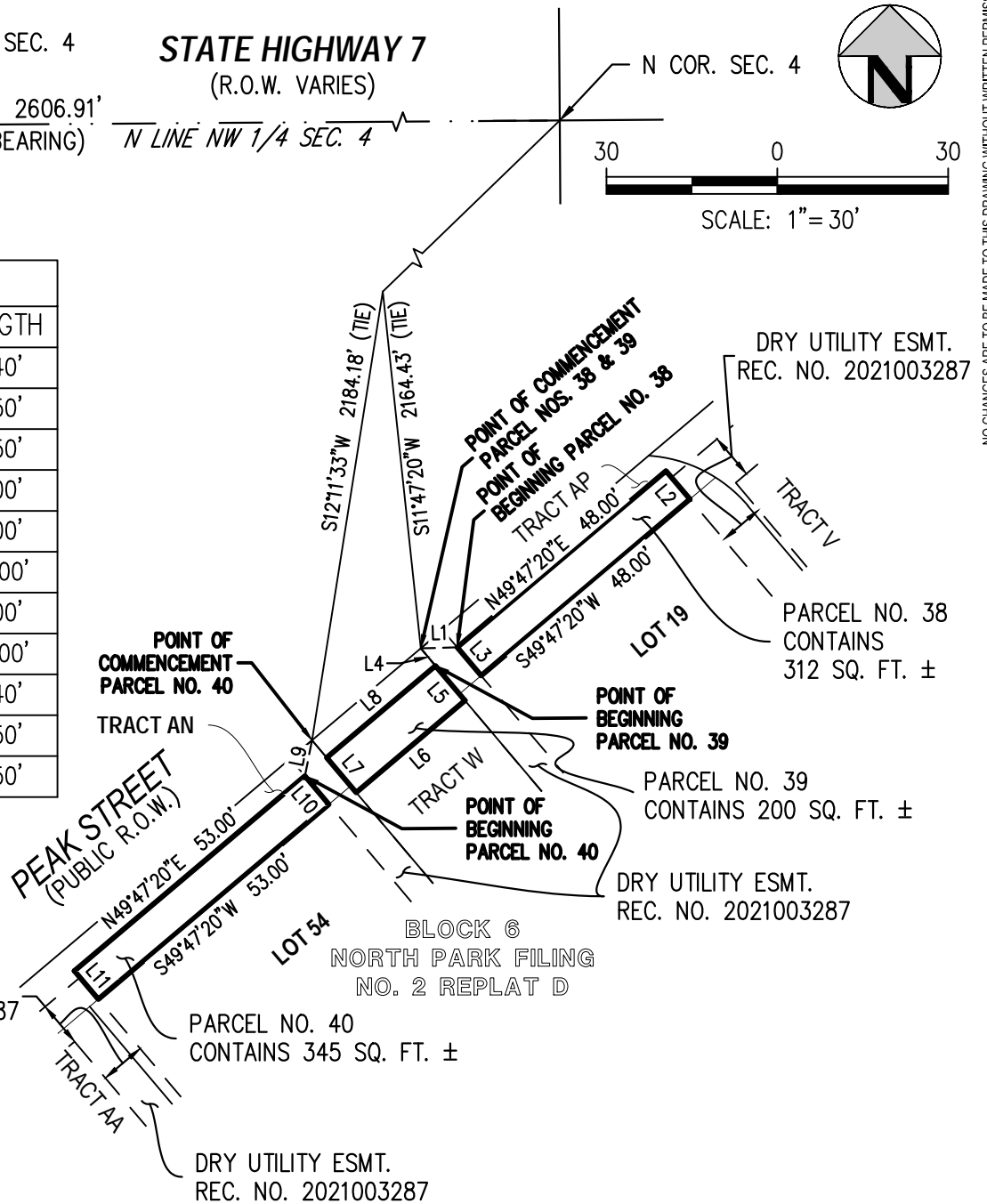
PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
32
32 OF 54

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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°26'55"E	6.40'
L2	S40°12'40"E	6.50'
L3	N40°12'40"W	6.50'
L4	S40°12'40"E	4.00'
L5	S40°12'40"E	8.00'
L6	S49°47'20"W	25.00'
L7	N40°12'40"W	8.00'
L8	N49°47'20"E	25.00'
L9	S11°07'57"W	6.40'
L10	S40°12'40"E	6.50'
L11	N40°12'40"W	6.50'



NOTES:

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

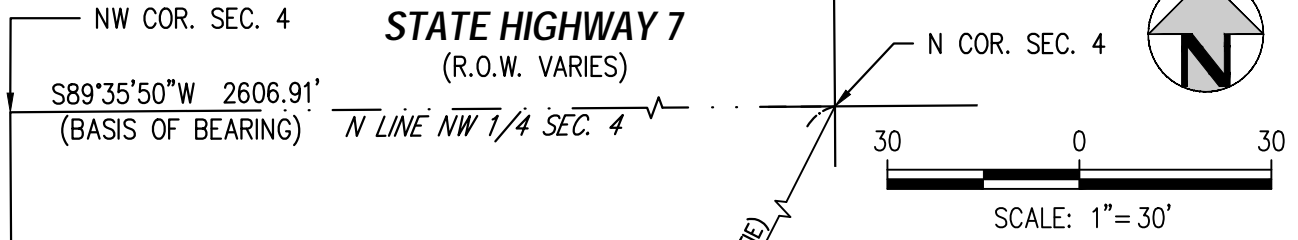
Plotted: THU 06/15/23 7:51:43A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 38 39 & 40

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

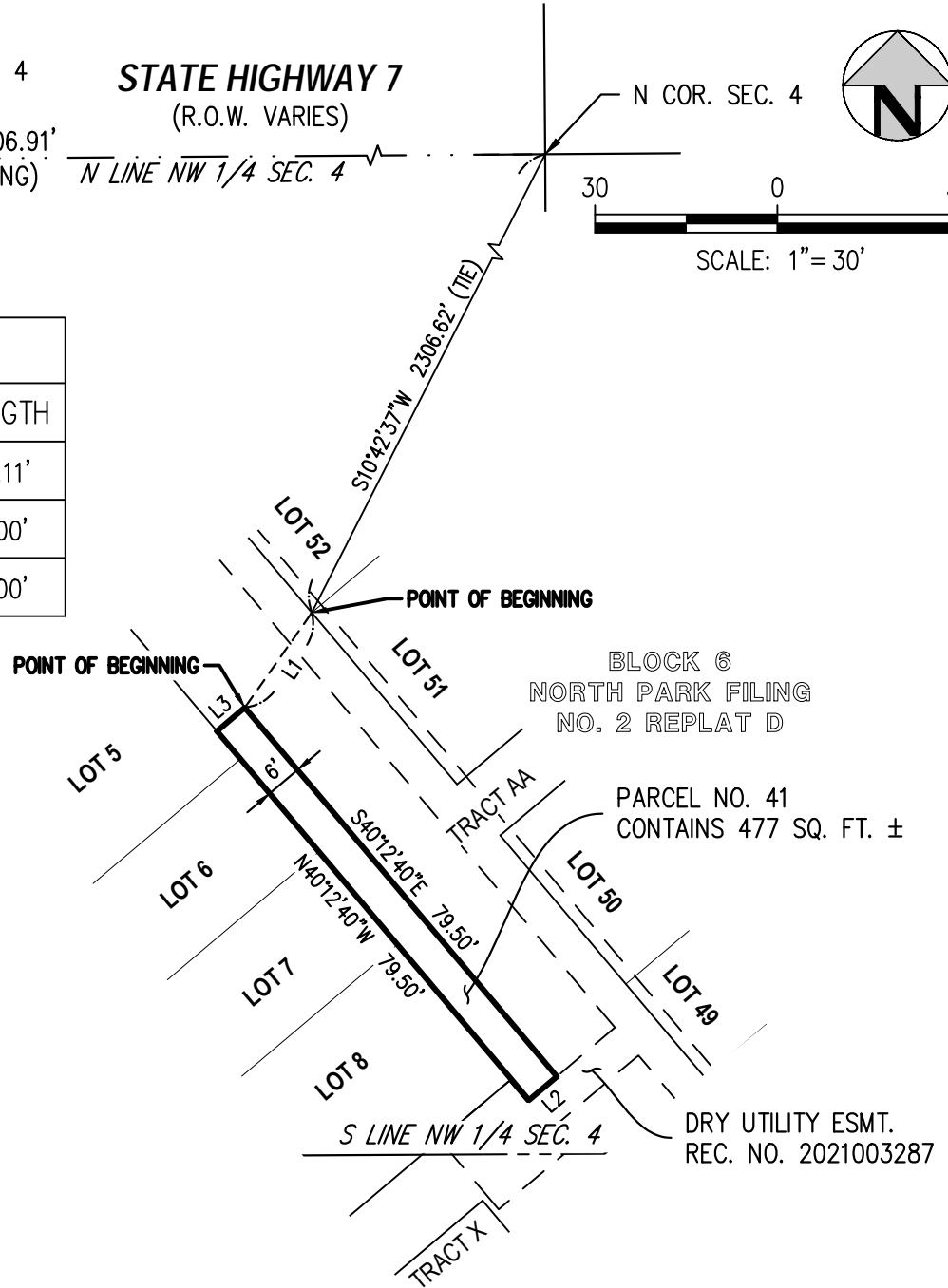
<p>1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</p>	<p>ILLUSTRATION</p> <p>PARCEL NOS. 38, 39, & 40</p>	PROJECT #: 180635
		CHECKED BY: AWM
		DRAWN BY: JHS
		SHEET NUMBER
		33
		33 OF 54

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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°14'27\"W	19.11'
L2	S49°47'20\"W	6.00'
L3	N49°47'20\"E	6.00'



PARCEL NO. 41
CONTAINS 477 SQ. FT. ±

DRY UTILITY ESMT.
REC. NO. 2021003287

NOTES:

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

Plotted: THU 06/15/23 7:51:48A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 41

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

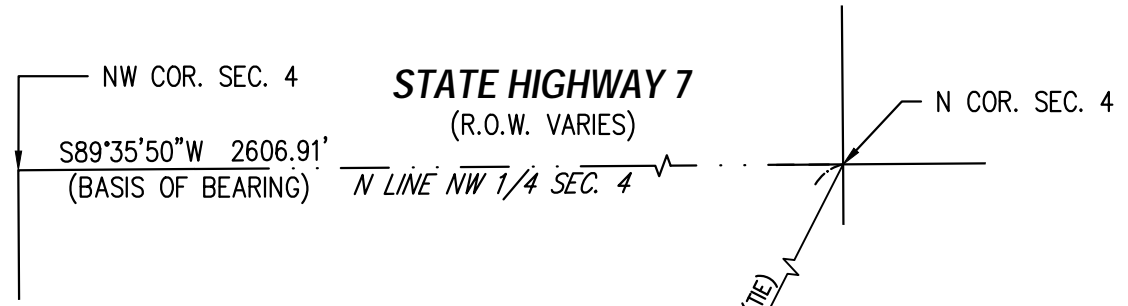
HKS **HARRIS KOCHER SMITH**
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ILLUSTRATION
PARCEL NO. 41

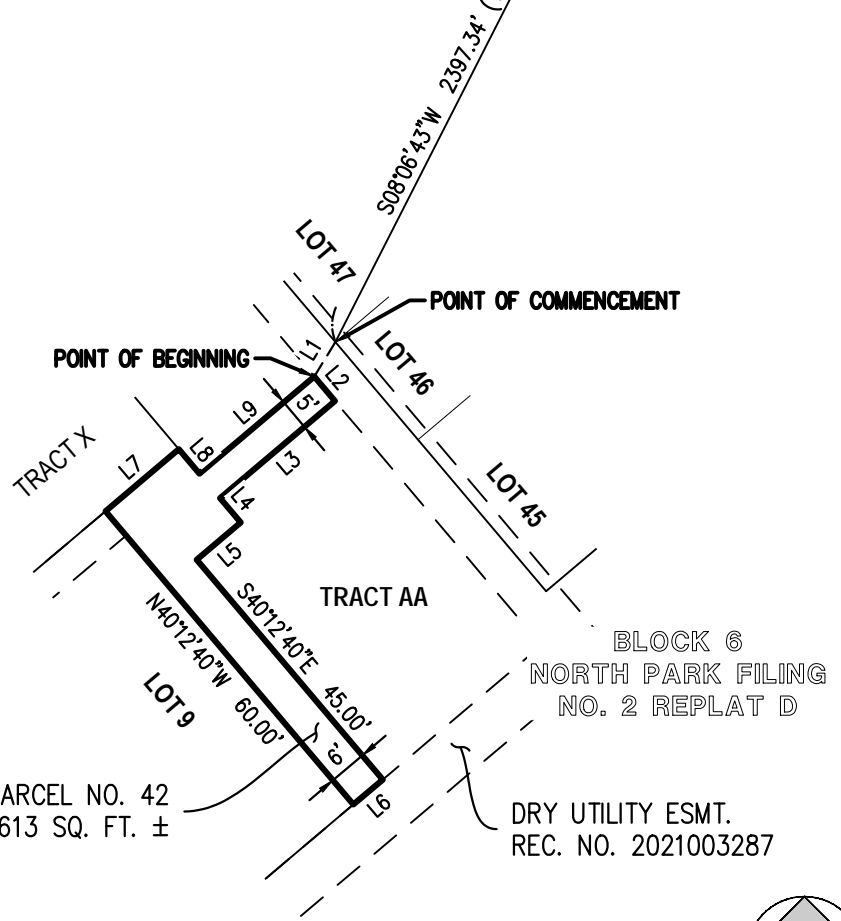
PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
34
34 OF 54

ILLUSTRATION

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.

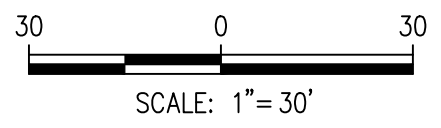


LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°21'14\"W	6.32'
L2	S40°12'40\"E	5.00'
L3	S49°47'20\"W	23.50'
L4	S40°12'40\"E	5.00'
L5	S49°47'20\"W	9.00'
L6	S49°47'20\"W	6.00'
L7	N49°47'20\"E	15.00'
L8	S40°12'40\"E	5.00'
L9	N49°47'20\"E	23.50'



PARCEL NO. 42
CONTAINS 613 SQ. FT. ±

DRY UTILITY ESMT.
REC. NO. 2021003287



NOTES:

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Plotted: THU 06/15/23 7:51:53A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 42

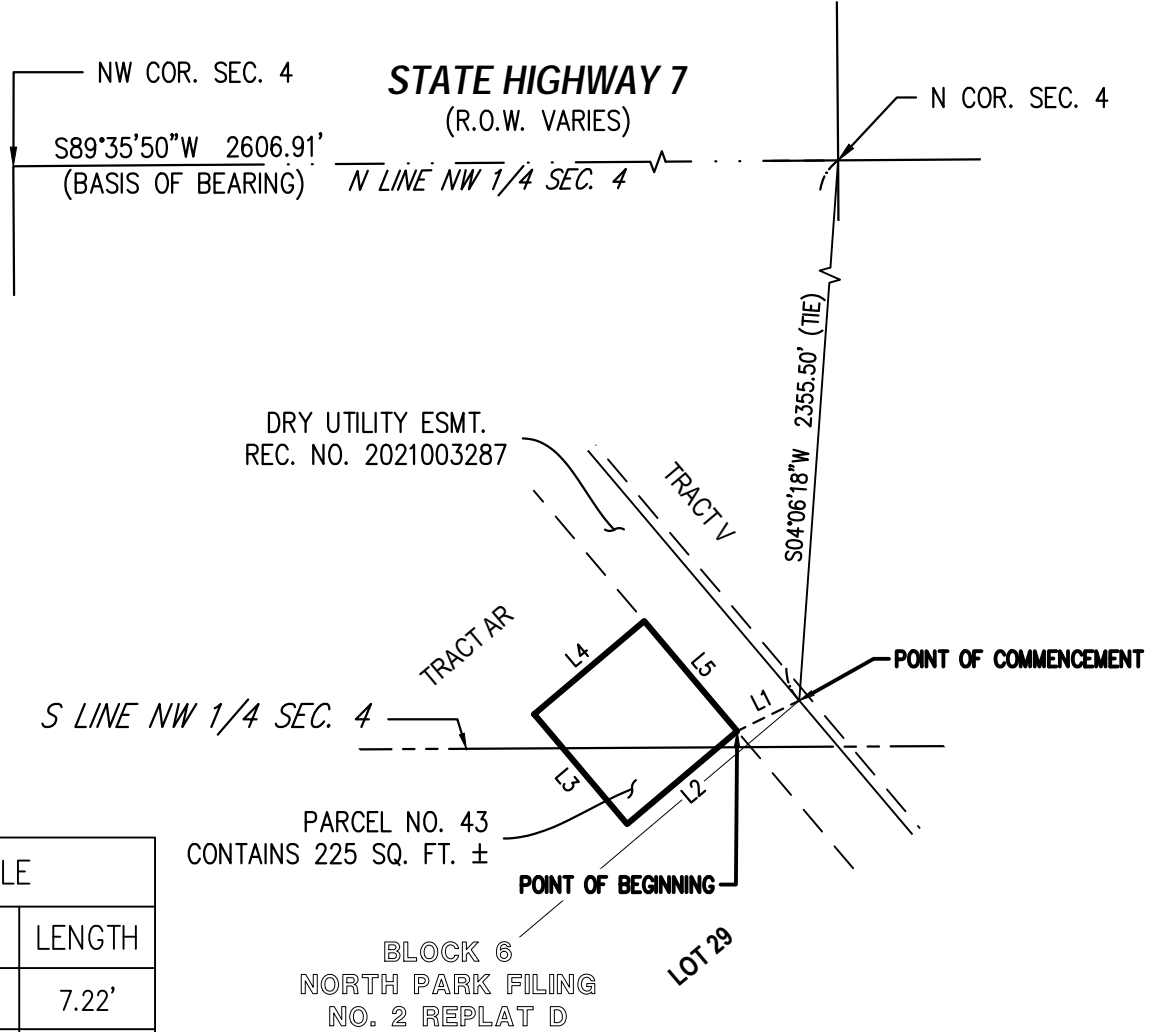
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ILLUSTRATION
PARCEL NO. 42

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	35
	35 OF 54

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.

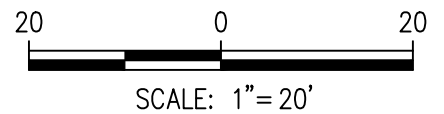


LINE TABLE

LINE	BEARING	LENGTH
L1	S63°52'01"W	7.22'
L2	S49°47'20"W	15.00'
L3	N40°12'40"W	15.00'
L4	N49°47'20"E	15.00'
L5	S40°12'40"E	15.00'

NOTES:

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MONUMENTED LAND SURVEY. IT IS
INTENDED TO DEPICT ONLY THE ATTACHED
DESCRIPTION.



Plotted: THU 06/15/23 7:51:58A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 43

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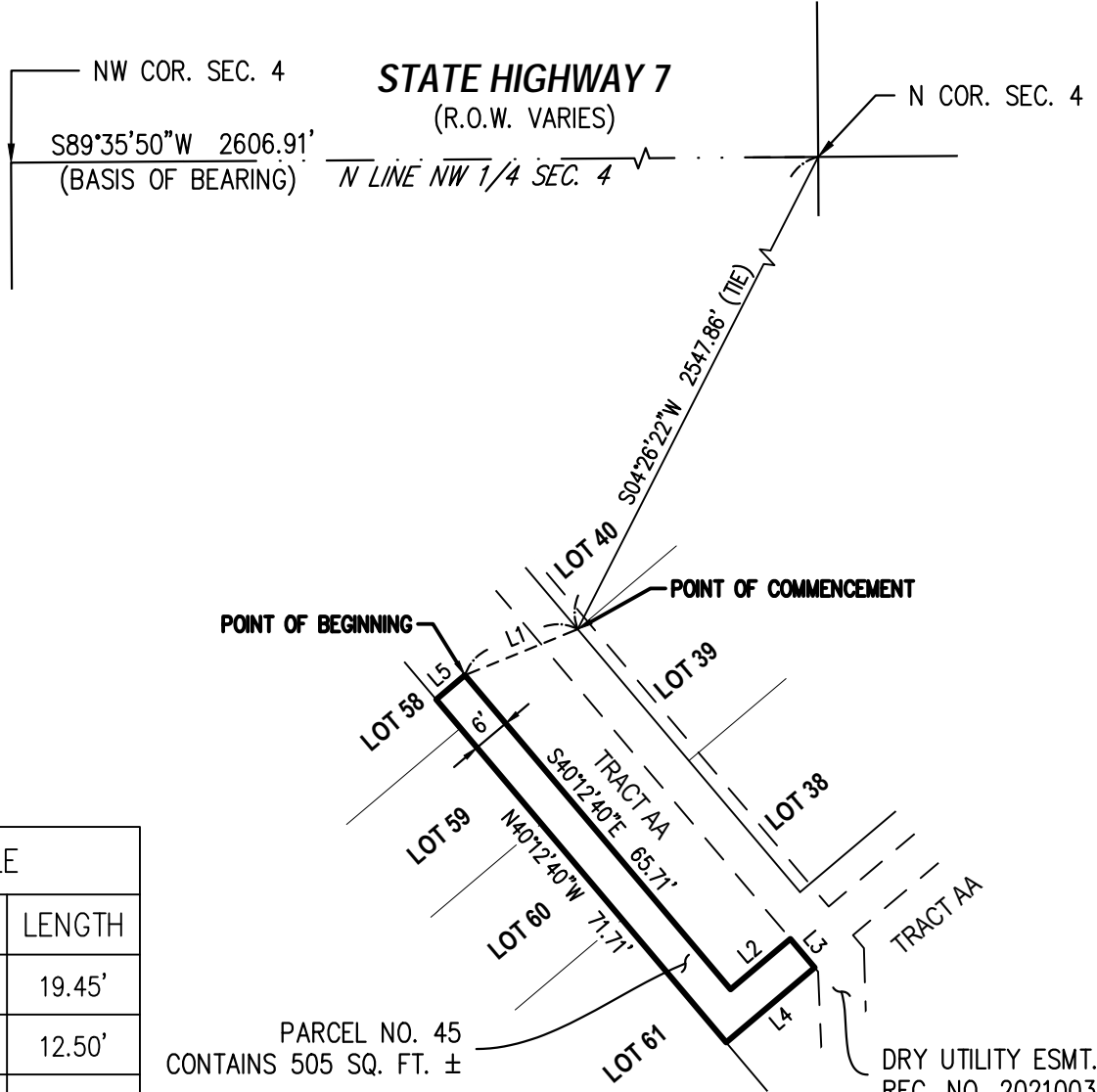
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ILLUSTRATION
PARCEL NO. 43

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

ILLUSTRATION

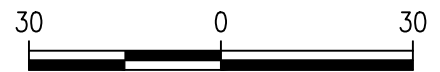
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH,
RANGE 68 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.



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 MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.



Plotted: THU 06/15/23 7:52:07A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 45

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

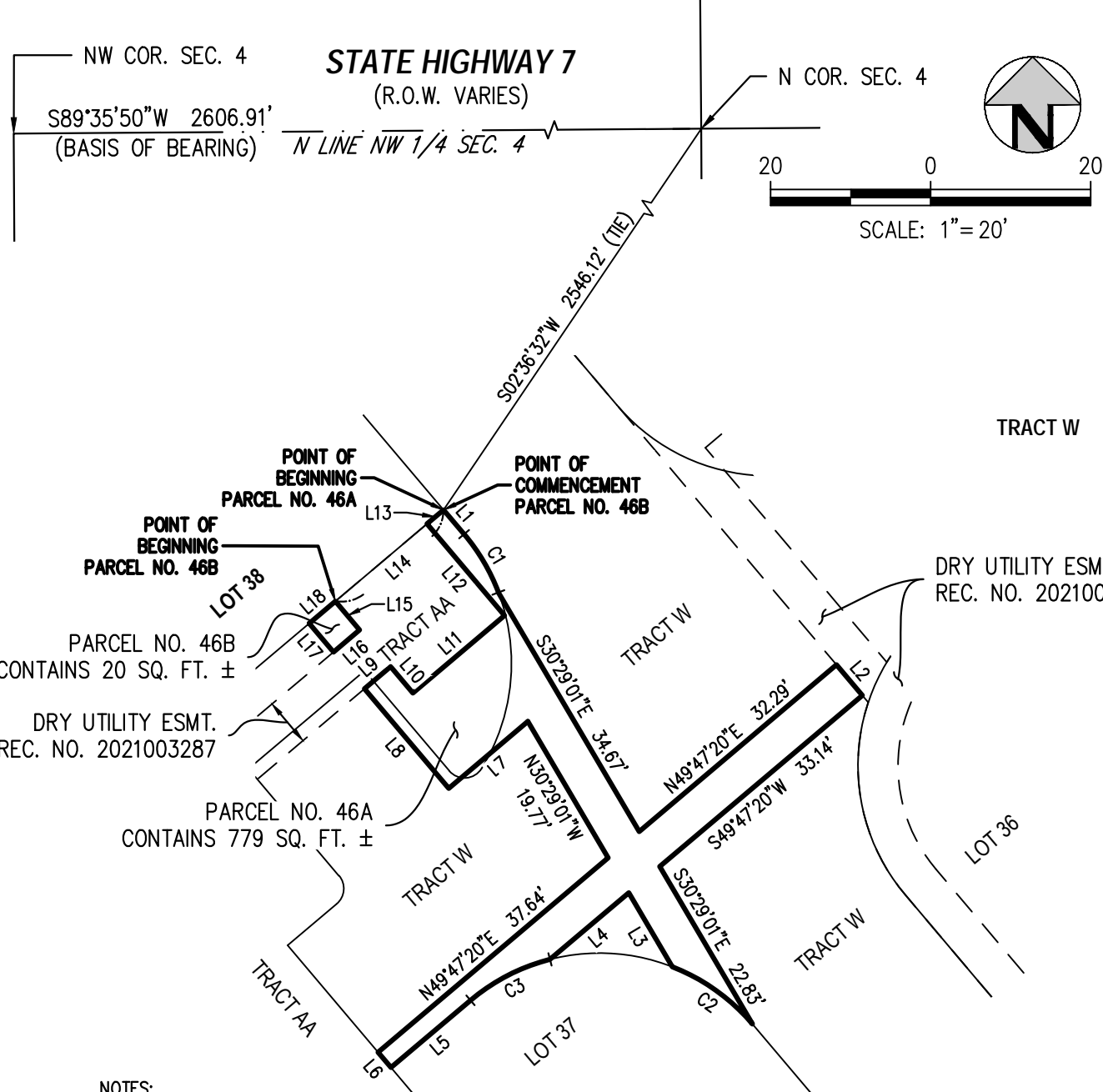
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ILLUSTRATION
PARCEL NO. 45

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

ILLUSTRATION

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.



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
2. SEE SHEET 40 FOR LINE AND CURVE TABLES.

BLOCK 6
NORTH PARK FILING
NO. 2 REPLAT D

Plotted: THU 06/15/23 7:52:12A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 46

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ILLUSTRATION
PARCEL NOS. 46A & 46B

PROJECT #: 180635
 CHECKED BY: AWM
 DRAWN BY: JHS
 SHEET NUMBER
39
 39 OF 46

LINE AND CURVE TABLES

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'

Plotted: THU 06/15/23 7:52:15A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 46 lc

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LINE AND CURVE TABLES PARCEL NOS. 46A & 46B

PROJECT #: 180635

CHECKED BY: AWM

DRAWN BY: JHS

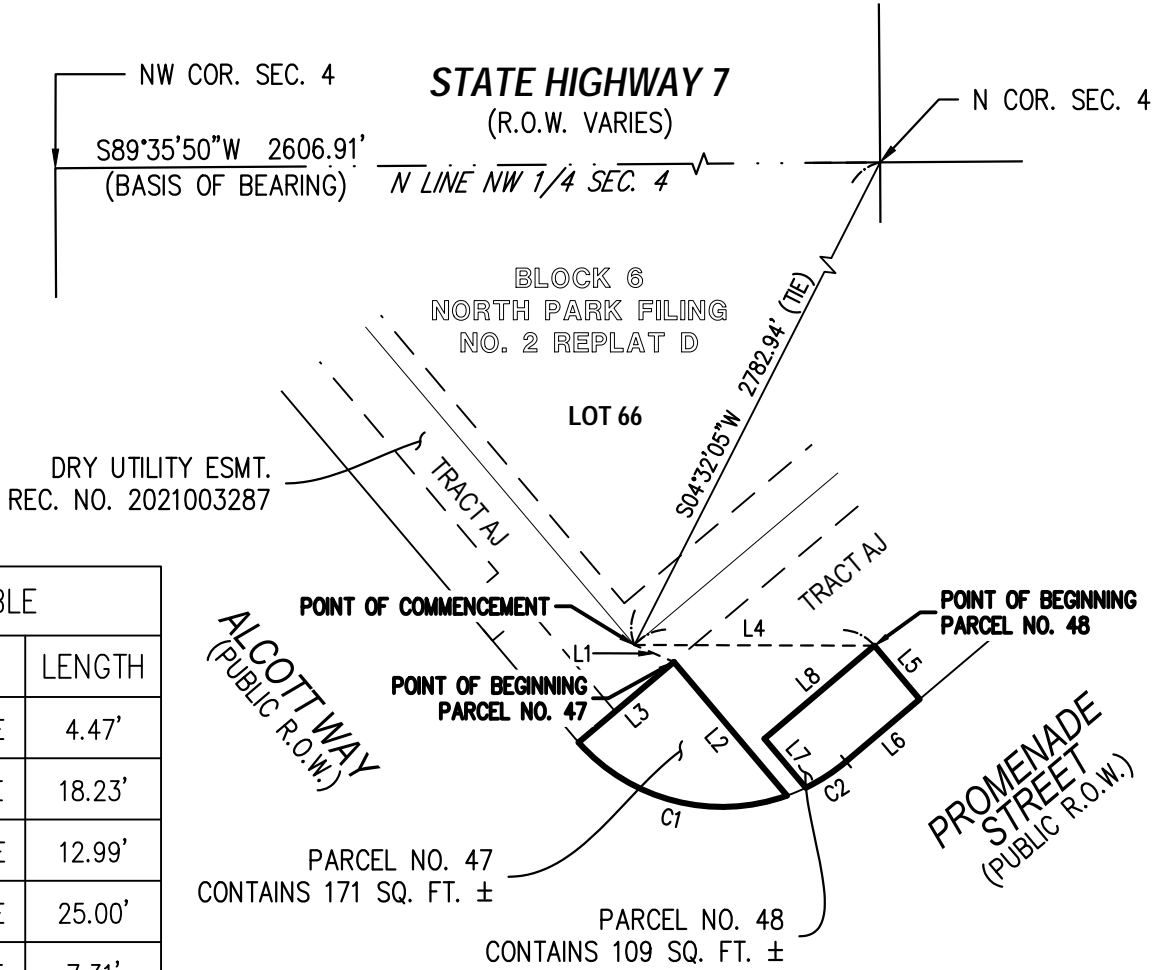
SHEET NUMBER

40

40 OF 54

ILLUSTRATION

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.

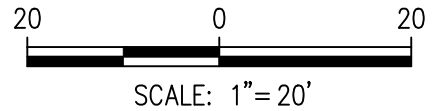


LINE TABLE

LINE	BEARING	LENGTH
L1	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'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	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:
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DESCRIPTION.

Plotted: THU 06/15/23 7:52:22A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 47 & 48

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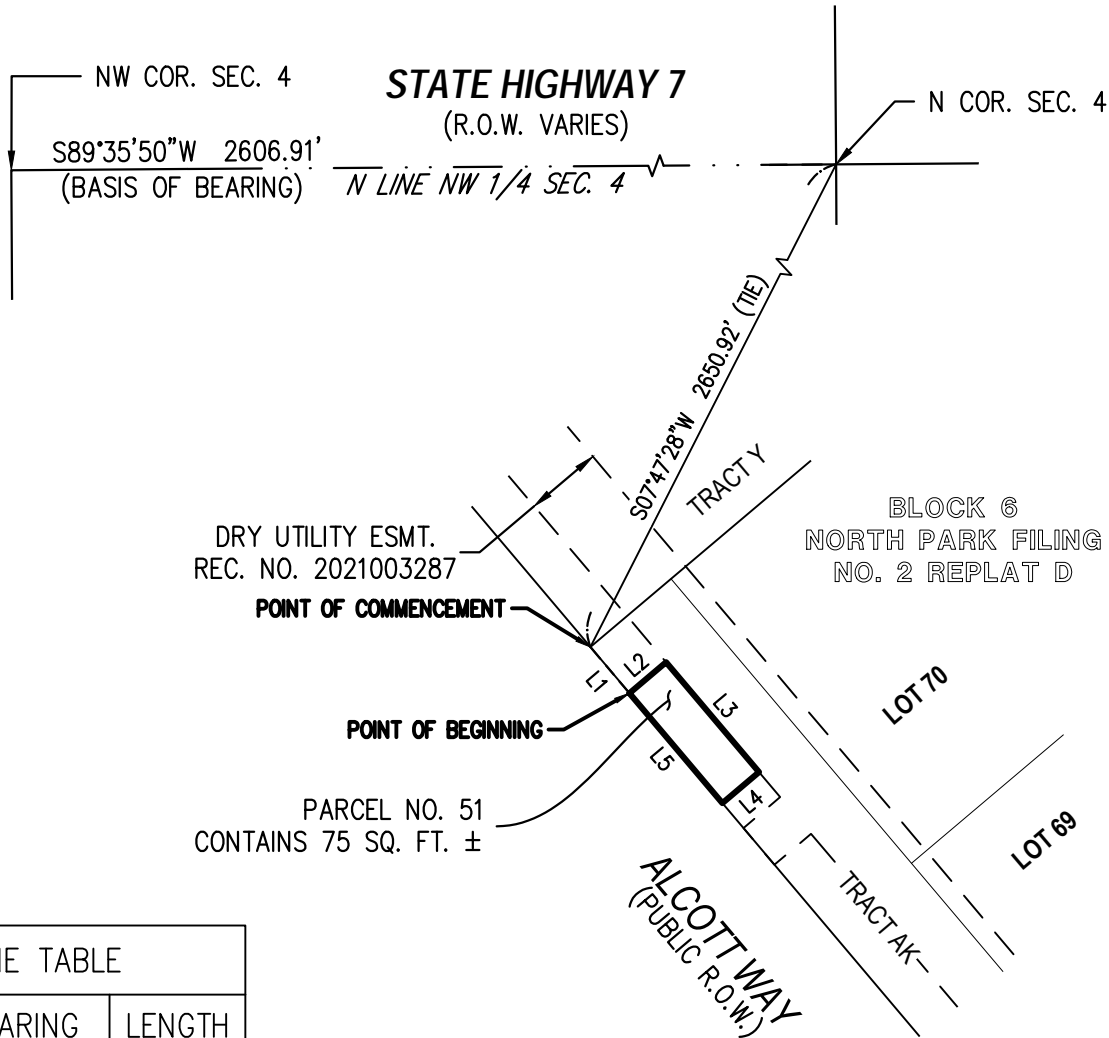
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ILLUSTRATION
PARCEL NOS. 47 & 48

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

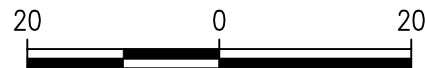
ILLUSTRATION

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	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'



SCALE: 1" = 20'

NOTES:

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

Plotted: THU 06/15/23 7:52:32A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 51

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

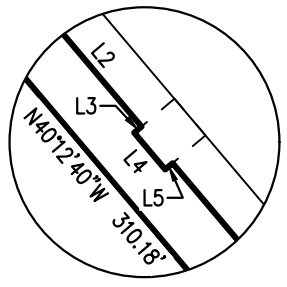
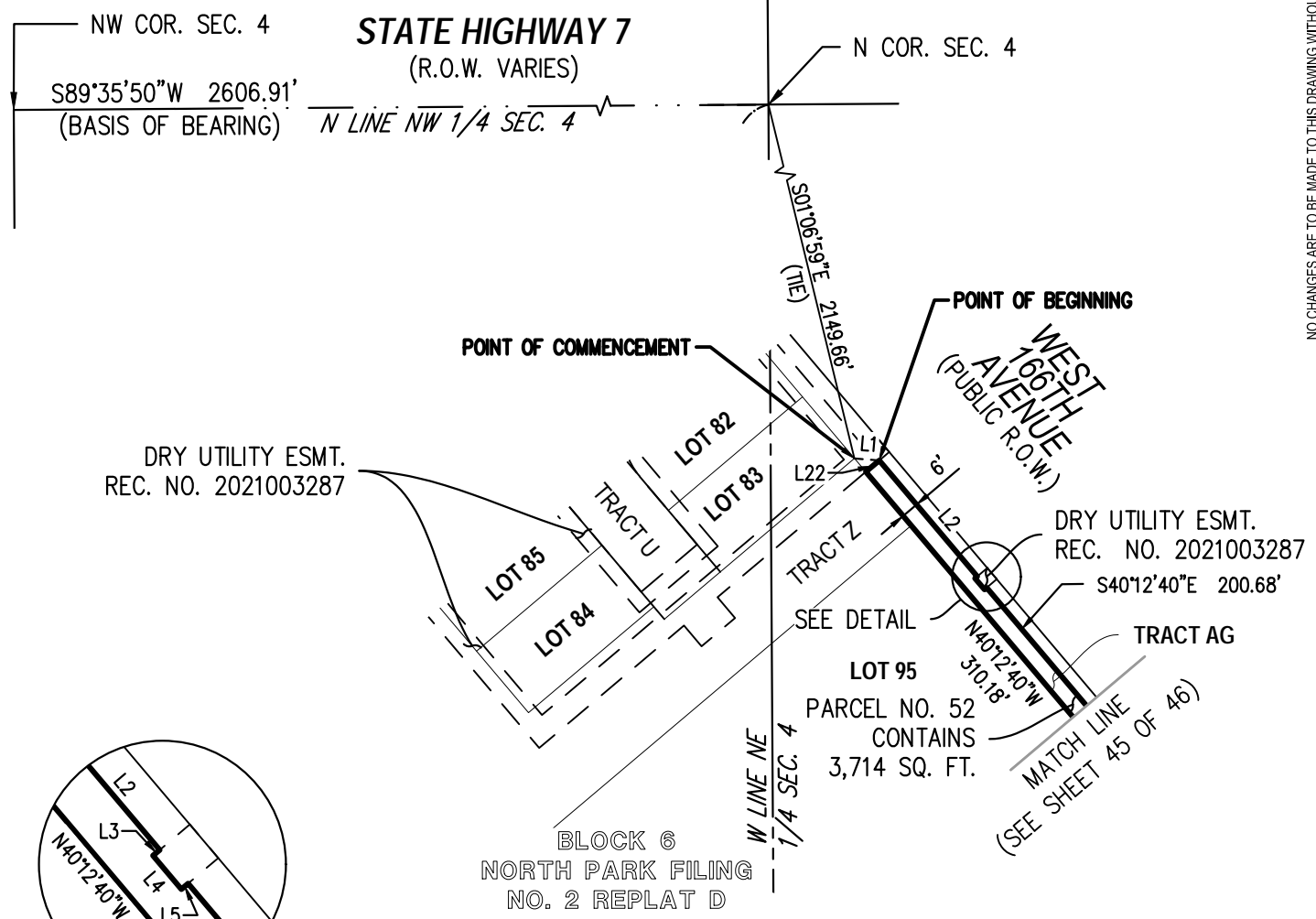
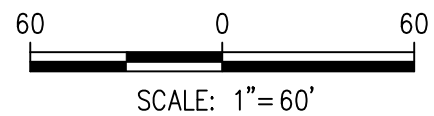
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ILLUSTRATION
PARCEL NO. 51

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



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
2. SEE SHEET 46 FOR LINE AND CURVE TABLES.

Plotted: THU 06/15/23 7:52:39A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 52 (sheet 1)

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

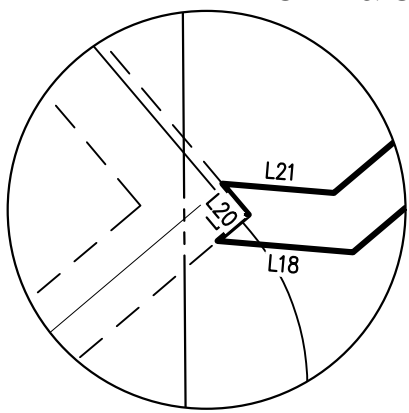
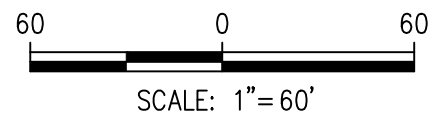
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ILLUSTRATION
PARCEL NO. 52

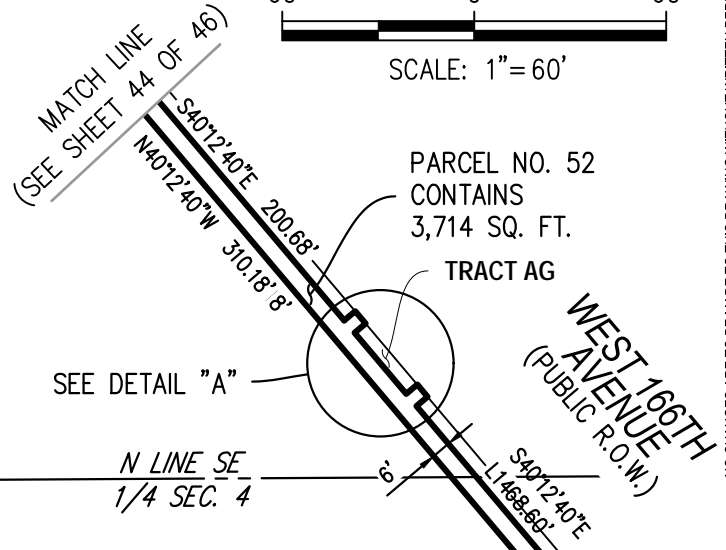
PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
44
44 OF 44

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.



DETAIL "C"
SCALE: 1"=20'



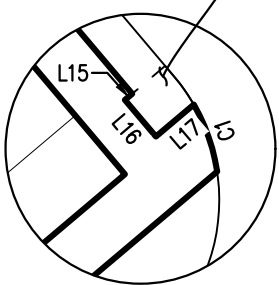
PARCEL NO. 52
CONTAINS
3,714 SQ. FT.

WEST 166TH
AVENUE
(PUBLIC R.O.W.)

LOT 95

BLOCK 6
NORTH PARK FILING
NO. 2 REPLAT D

DRY UTILITY ESMT.
REC. NO. 2021003287

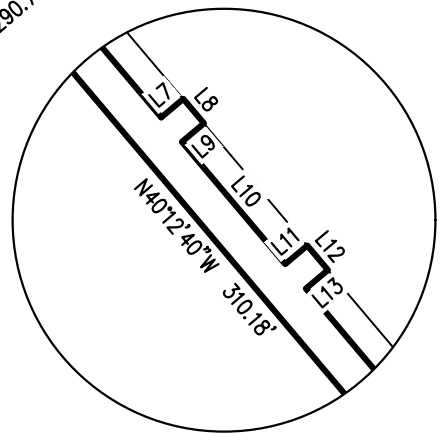


DETAIL "B"
SCALE: 1"=20'

SEE DETAIL "C"

DRY UTILITY ESMT.
REC. NO. 2021003287

PROMENADE STREET
(PUBLIC R.O.W.)



DETAIL "A"
SCALE: 1"=30'

NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.
2. SEE SHEET 46 FOR LINE AND CURVE TABLES.

Plotted: THU 06/15/23 7:52:42A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 52 (sheet 2)

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ILLUSTRATION
PARCEL NO. 52

PROJECT #:	180635
CHECKED BY:	AWM
DRAWN BY:	JHS
SHEET NUMBER	45
	45 OF 54

LINE AND CURVE TABLES

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'

Plotted: THU 06/15/23 7:52:46A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 52 lc (sheet 3)

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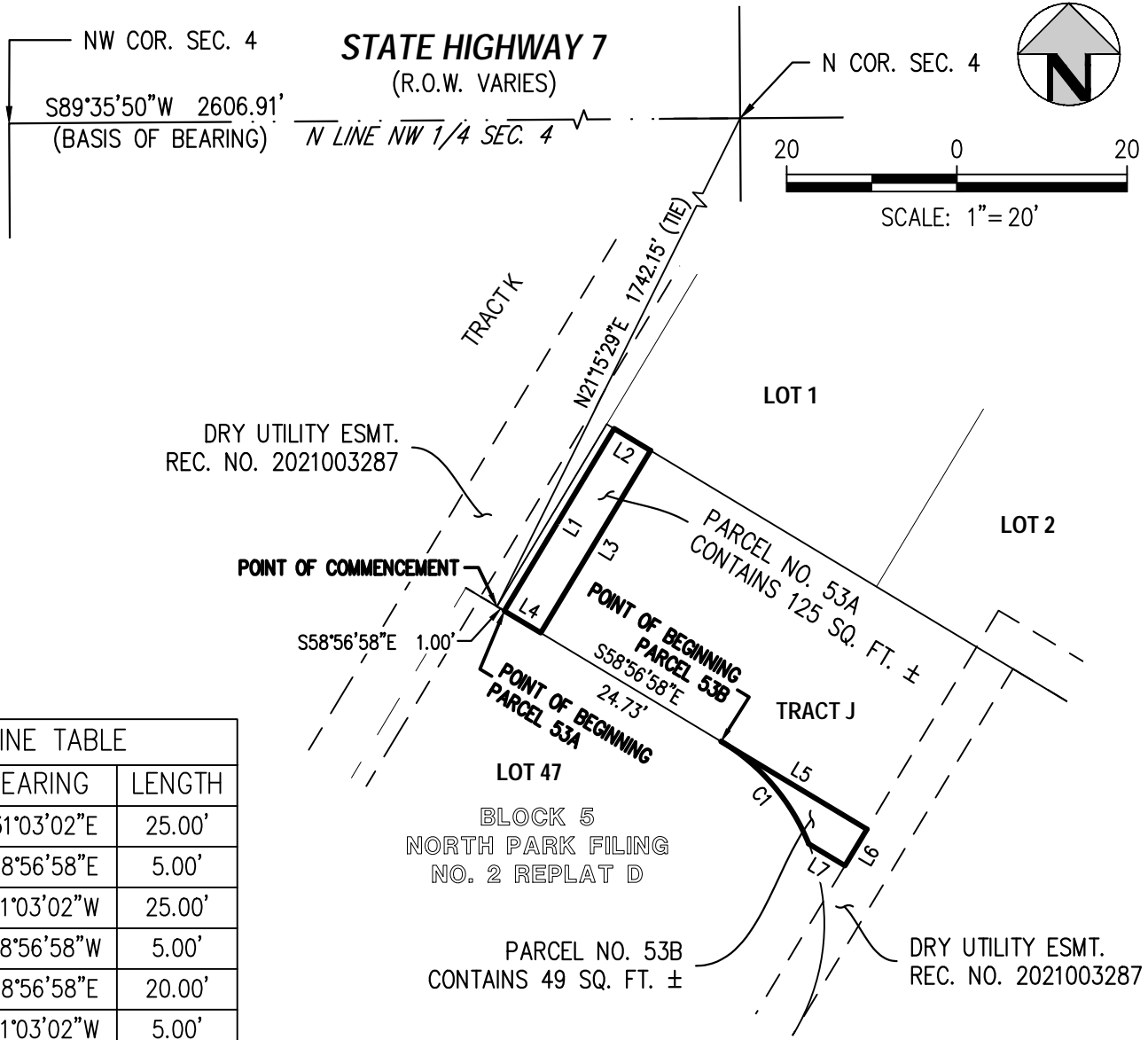
LINE AND CURVE TABLES

PARCEL NO. 52

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
46
46 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°03'02"E	25.00'
L2	S58°56'58"E	5.00'
L3	S31°03'02"W	25.00'
L4	N58°56'58"W	5.00'
L5	S58°56'58"E	20.00'
L6	S31°03'02"W	5.00'
L7	N58°56'58"W	5.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	25.00'	36°52'12"	16.09'	N40°30'52"W	15.81'

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

Plotted: THU 06/15/23 7:52:52A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 53

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

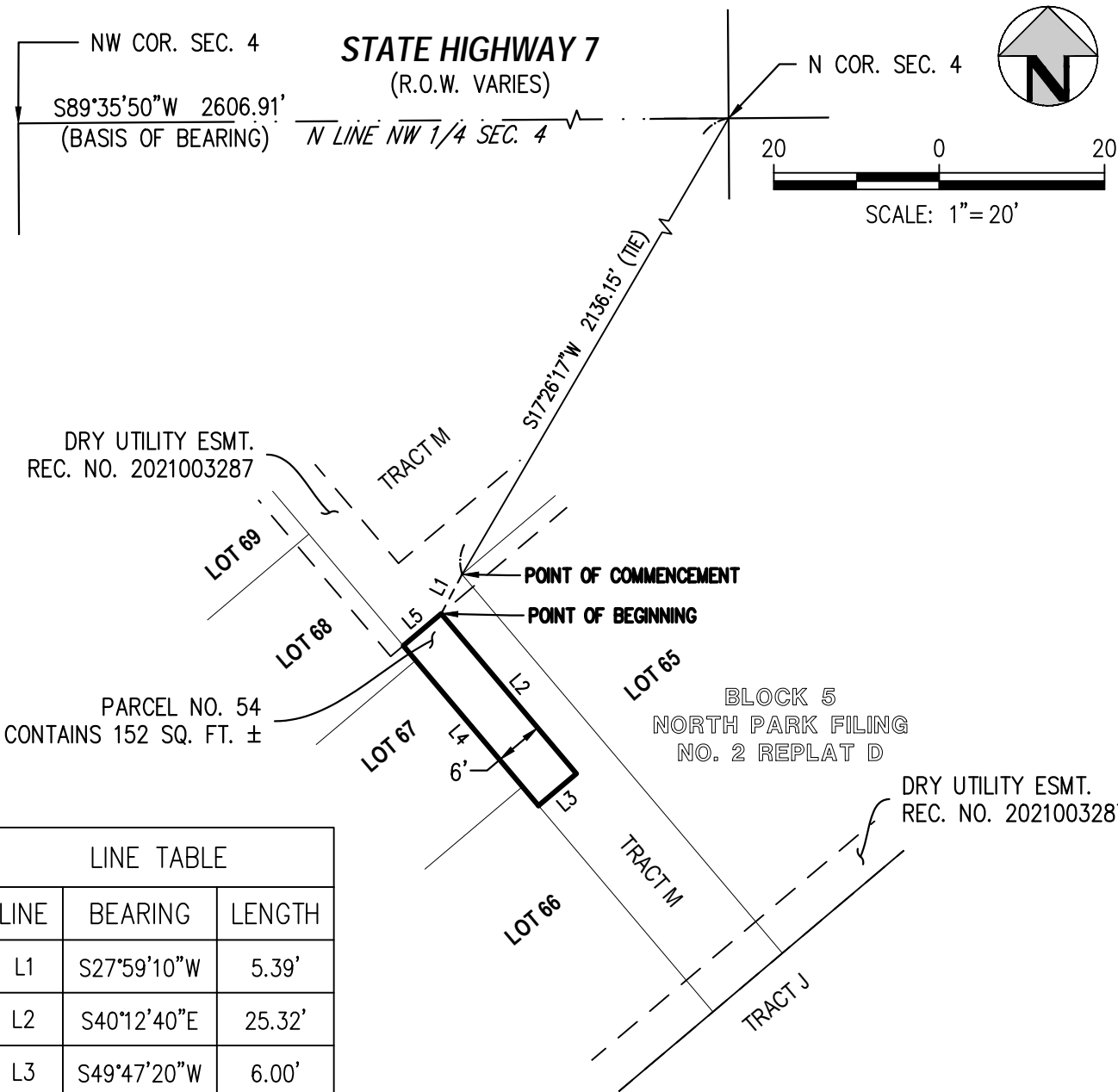
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ILLUSTRATION
PARCEL NOS. 53A AND 53B

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
47
47 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°59'10"W	5.39'
L2	S40°12'40"E	25.32'
L3	S49°47'20"W	6.00'
L4	N40°12'40"W	25.32'
L5	N49°47'20"E	6.00'

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

Plotted: THU 06/15/23 7:52:58A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 54

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

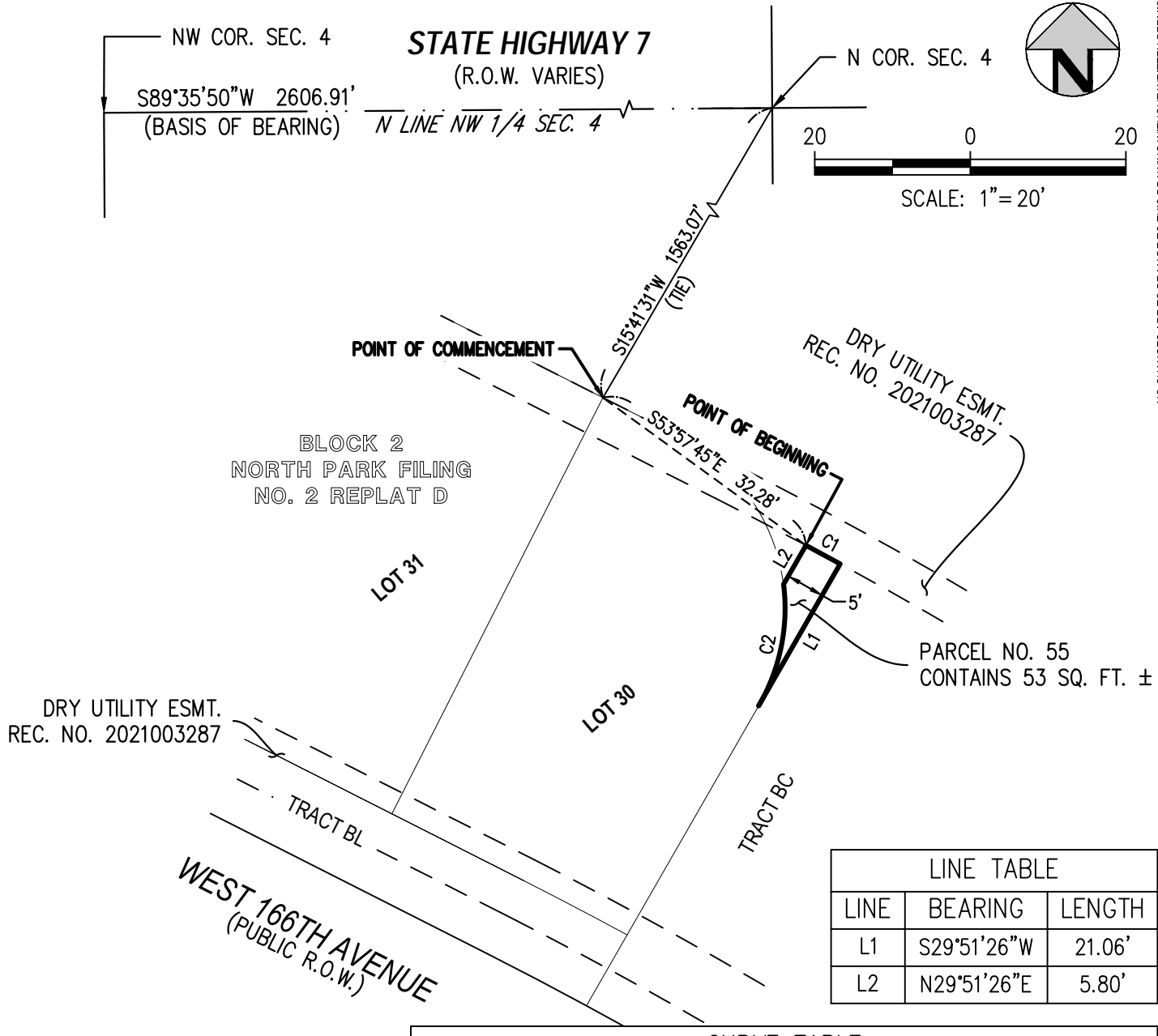
HKS HARRIS KOCHER SMITH
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ILLUSTRATION
PARCEL NO. 54

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
48
48 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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S29°51'26"W	21.06'
L2	N29°51'26"E	5.80'

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'

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

Plotted: THU 06/15/23 7:53:03A By: John Stabbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 55

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

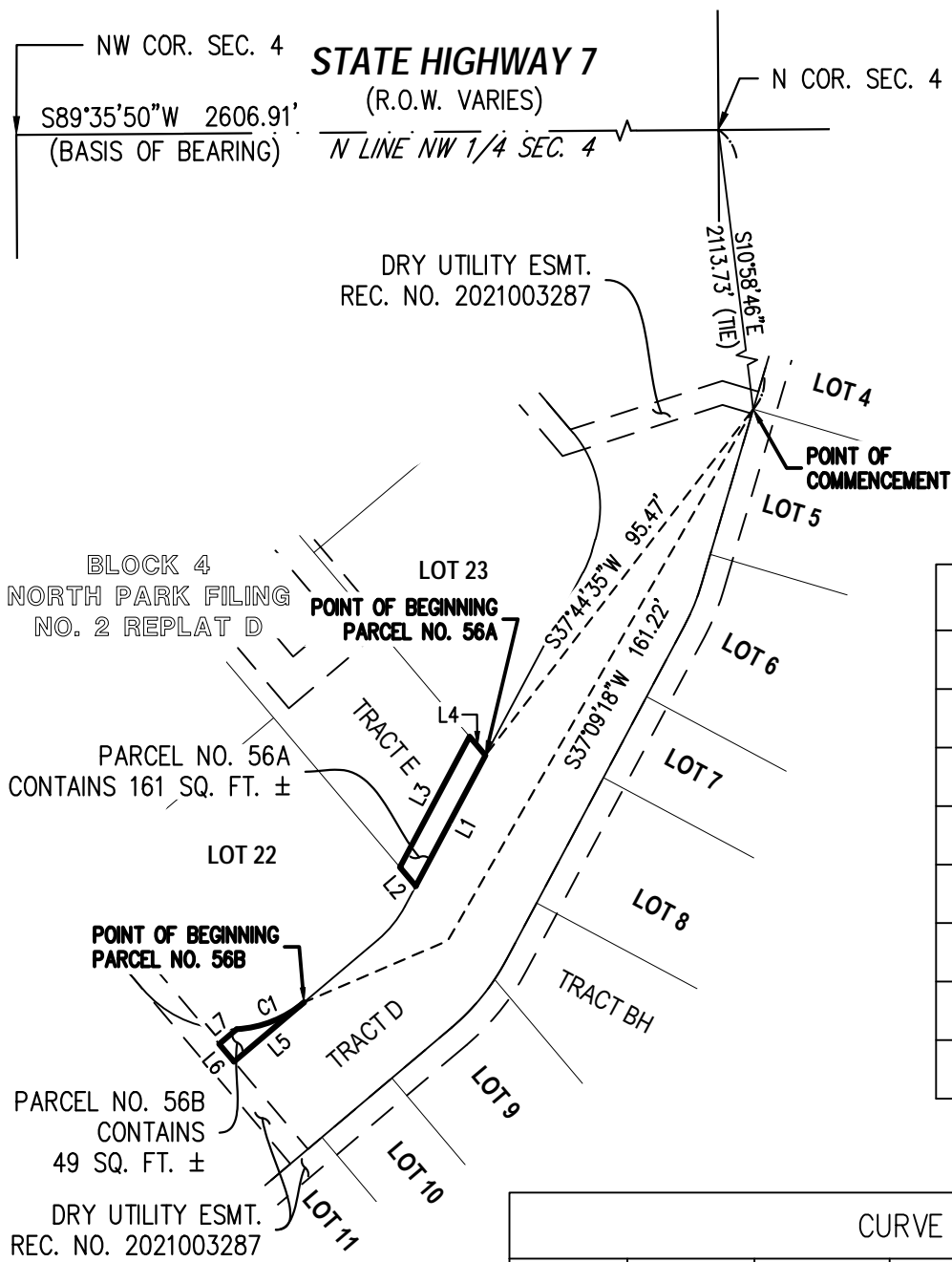
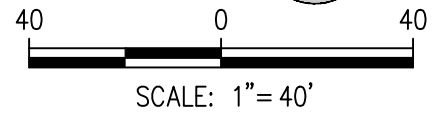
HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ILLUSTRATION
PARCEL NO. 55

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
49
49 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 TABLE		
LINE	BEARING	LENGTH
L1	S28°04'56"W	32.29'
L2	N40°12'40"W	5.38'
L3	N28°04'56"E	32.29'
L4	S40°12'36"E	5.38'
L5	S49°47'24"W	20.00'
L6	N40°12'40"W	5.00'
L7	N49°47'24"E	5.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	25.00'	36°52'12"	16.09'	N68°13'30"E	15.81'

NOTES:

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

Plotted: THU 06/15/23 7:53:09A By: John Stebbins Filepath: p:\180635\survey\dry utility exhibit_2.dwg Layout: parcel 56

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ILLUSTRATION
PARCEL NO. 56A & 56B

PROJECT #: 180635
CHECKED BY: AWM
DRAWN BY: JHS
SHEET NUMBER
50
50 OF 54

2024001202 EA 02/23/2024 10:39 AM
 Total Pages: 7 Rec Fee: \$43.00 Doc Fee: \$0.00
 City & County of Broomfield

**AMENDED AND RESTATED OVERHANG ENCROACHMENT EASEMENT
 AGREEMENT**

THIS AMENDED AND RESTATED OVERHANG ENCROACHMENT EASEMENT AGREEMENT (the "Amended and Restated Easement Agreement") executed and given this 22nd day of February, 2024, by **BASELINE METROPOLITAN DISTRICT NO. 1**, whose address is 550 West Eisenhower Blvd., Loveland, Colorado ("Grantor"), in favor of **DFH MANDARIN, LLC**, a Florida limited liability company, whose address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 ("Grantee"). Grantor and Grantee are sometimes herein referred to each as a "Party" or collectively, the "Parties".

RECITALS

A. Grantor is the owner of certain real property located in the City and County of Broomfield, Colorado as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property"); and

B. Grantee is the owner of certain real property located in the City and County of Broomfield, Colorado as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property"); and

C. The Parties entered into the Overhang Encroachment Easement Agreement (the "Prior Easement Agreement") on January 23, 2024, recorded with the office of the City and County of Broomfield Clerk and Recorder on January 25, 2024, at reception number 2024000537; and

D. Pursuant to the Prior Easement Agreement, Grantee has caused to be constructed certain roof overhangs, as described in more detail in Paragraph 1 herein, within Grantor's Property; and

E. Pursuant to the Prior Easement Agreement, Grantor granted Grantee a non-exclusive permanent easement on, over, above, and across Grantor's Property for construction, installation, and maintenance of encroaching roof overhangs; and

F. The Parties desire to amend and restate the Prior Easement Agreement in its entirety and enter into this Amended and Restated Easement Agreement for the purpose of Grantor granting Grantee a non-exclusive permanent easement on, over, above, and across Grantor's Property for construction, installation, and maintenance of encroaching roof overhangs, as more particularly set forth in Paragraph 1 herein.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants contained in this Amended and Restated Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee, for themselves, their successors, transferees and permitted assigns hereby agree as follows:

AGREEMENT

1. **Grant of Easement.** Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right to build, install and maintain any roof overhangs (including, without limitation, soffits, trusses, and eaves) masonry and hardiboard, electric boxes, gas meters, gutters and downspouts, and air conditioning units as permitted (the "Improvements") more particularly on, over, above and across 3.7 feet of the Grantor's Property, as

described in Exhibit A, directly contiguous and adjacent to Grantee's Property, together with a non-exclusive permanent right of pedestrian ingress and egress to access the foregoing as necessary and for the use, maintenance and replacement of the easement herein granted over such 3.7 foot portion of the Grantor's Property (the "Encroachment Easement"). Additionally, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a 2.3-foot non-exclusive permanent easement beginning 3.7 feet from Grantee's Property line wherein Grantee may not construct any vertical improvements (the "No-Build Easement", together with the Encroachment Easement, collectively, the "Easement"). The Easement is subject to covenants, restrictions, easements, liens and encumbrances of record. The Easement shall extend a total of 6 feet from Grantee's Property line.

2. **Maintenance and Repair Obligations.** Grantee shall maintain, repair and replace all portions of the Easement in good order and repair at the Grantee's sole cost and expense, subject to Section 3 herein. Notwithstanding the foregoing, Grantor shall maintain all landscaping and irrigation in and on the Easement.

3. **Damage and Restoration.** Grantor, and its respective invitees, tenants, tenants' invitees, agents, contractors, or employees, shall not be responsible for any damage to any portion of the Improvements unless such damage was caused by the intentional misconduct of Grantor or its respective invitees, tenants, tenants' invitees, agents, contractors, or employees.

4. **Assignment.** The Parties may not assign their rights or obligations under this Amended and Restated Easement Agreement without the consent of the other.

5. **Partial Invalidity.** If for any reason whatsoever, any term, obligation or condition of this Amended and Restated Easement Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition shall be deemed to be independent of the remainder of this Amended and Restated Easement Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Amended and Restated Easement Agreement or any part thereof; and the remainder of this Amended and Restated Easement Agreement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unenforceable and illegal.

6. **Governing Law.** This Amended and Restated Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

7. **Entire Agreement.** This Amended and Restated Easement Agreement contains all of the covenants, conditions and agreements between the parties with respect to the easements and shall supersede all prior correspondence, agreements and understandings, both oral and written.

8. **Interpretation.** Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Amended and Restated Easement Agreement.

9. **Waiver.** Any right or remedy provided for in this Amended and Restated Easement Agreement shall not be deemed to be waived by any act or omission including, without limitation, any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specified in such right or remedy executed by the person against whom enforcement of such waiver is sought.

10. **Amendments.** This Amended and Restated Easement Agreement may be modified only by written agreement of the Parties hereto.

11. **Prior Agreement.** This Amended and Restated Easement Agreement vacates, supersedes, and replaces the Prior Easement Agreement in its entirety.

11. **Third Party Beneficiary.** Notwithstanding anything to the contrary herein, the City of Broomfield, Colorado (the "City") is a third-party beneficiary of this Amended and Restated Easement Agreement, and this Amended and Restated Easement Agreement may not be terminated without the prior written consent of the City.

12. **Covenants Running with the Grantor's Property.** All rights, privileges, benefits and burdens created in this Amended and Restated Easement Agreement are covenants running with the Grantor's Property, binding on and inuring to the benefit of, the Parties and their respective successors in title, and Grantee's successor and assigns.

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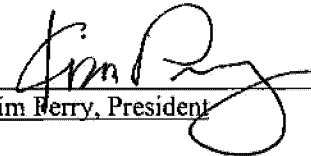
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.


WITNESSES:

GRANTOR:

**BASELINE METROPOLITAN DISTRICT
NO. 1**

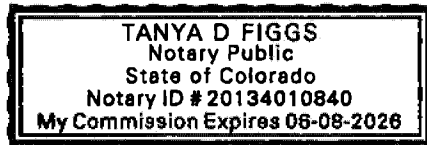

Print Name: Jordan Loe


By: Kim Perry, President

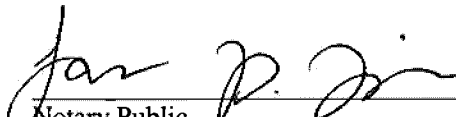

Print Name: Sam Salazar

STATE OF COLORADO
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 15th day of February, 2024, by Kim Perry, as President of Baseline Metropolitan District No. 1, who [] is personally known to me or [] has produced a driver's license as identification.

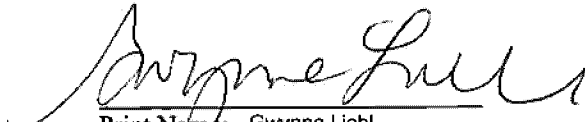


[Notary Seal]


Notary Public
Printed Name: Tanya D. Figgs
My Commission Expires: 06/08/2026

ISIGNATURES CONTINUE ON THE FOLLOWING PAGEI

WITNESSES:


Print Name: Gwynne Liebl

GRANTEE:


DFH MANDARIN, LLC

By: Rob Riva, General Counsel


Print Name: Mercedes M. Stock

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 22nd day of February, 2024 by Rob Riva, as General Counsel of DFH Mandarin, LLC, a Florida limited liability company, who is personally known to me or has produced a driver's license as identification.


Notary Public
Printed Name: Mercedes M. Stock
My Commission Expires: 2/27/2028

[Notary Seal]

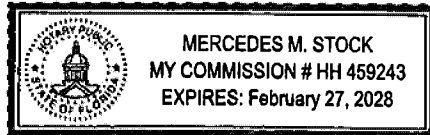


EXHIBIT "A"**GRANTOR'S PROPERTY**

The following tracts as described in that certain North Park Filing No. 6 Final Plat as recorded as instrument number 2019001878 in the public records of Broomfield County, Colorado:

Tract R (Block 4)

The following tracts as described in that certain North Park Filing No. 6 Replat A Final Plat as recorded as instrument number 2020018355 in the public records of Broomfield County, Colorado:

Tract FF (Block 6)

The following tracts as described in that certain North Park Filing No. 6 Replat B Final Plat as recorded as instrument number 2021006883 in the public records of Broomfield County, Colorado:

Tract P (Block 4)
Tract Q (Block 4)
Tract HH (Block 4)
Tract NN (Block 7)
Tract MM (Block 7)

EXHIBIT "B"

GRANTEE'S PROPERTY

The following tracts as described in that certain North Park Filing No. 6 Final Plat as recorded as instrument number 2019001878 in the public records of Broomfield County, Colorado:

Block 4, Lots 24, 28, 29, 33

The following tracts as described in that certain North Park Filing No. 6 Replat B Final Plat as recorded as instrument number 2021006883 in the public records of Broomfield County, Colorado:

Block 4, Lots 10, 14

Block 6, Lots 1, 5

Block 7, Lots 8, 12, 13, 16, 20, 21, 24



To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Managers' Report
 Board Meeting Date: March 7, 2024

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:** Since the last board meeting, there have been no staff changes to the Client Service Team.
- **Management & Administration Updates & Activities:**
 - Efforts to obtain the Sustainable Landscape Community Designation will pick up again in Spring of 2024, when weather permits logging of required application materials (i.e. photographic requirements regarding landscaping). We will keep the Board updated regarding the status of this designation as the project progresses.
 - A McWhinney Districts Coordination meeting was held on March 6, 2024 where we discussed the following items: Dreamfinders Agreement, Director Parcels, the Pipeline Relocation Agreement, Easements for Light Poles, and the Bond Diligence Questionnaire.
 - The proposed ADA requirements for Special Districts were adopted recently. Management has prepared a plan to meet the anticipated requirements for this new legislation. We will review the adopted requirements and discuss with legal to ensure our plan checks all the boxes. Once confirmed, we will bring the anticipated ADA changes to the Board for approval.
- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD	Top 3 Pages Viewed
98+ Visits	180+ Visits	Home Page
90+ Unique Visitors	164+ Unique Visitors	Governance and Compliance
231+ Page Views	379+ Page Views	Metro District Community

Baseline Metropolitan District
 c/o Pinnacle Consulting Group, Inc.
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: (970) 685-2770
 Email: basemdadmin@pcgi.com

Serving our clients and community through excellent dependable service.

- **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	01/01/2024	Completed
Post Transparency Notice	PCGI	01/15/2024	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/2024	Completed
Renew SDA Membership	PCGI	03/01/2024	Completed
File Audit Exemptions	PCGI	03/31/2024	
Submit Audit to Governing Board	PCGI	06/30/2024	
File Audit	PCGI	07/30/2024	
File Annual Report	PCGI	10/01/2024	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2024	
Renew Property & Liability Insurance	PCGI	12/01/2024	
Certify Mill Levies	PCGI	12/15/2024	
Adopt Budget	PCGI	12/31/2024	
Ensure Website Compliance	PCGI	12/31/2024	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

Cutting back of ornamental grasses has been completed. Moving into next month we will be assessing all natural areas for weed control as well as implementing pre-emergence spray to all shrub beds. Checkers Park will also be receiving its quarterly inspection and raking of wood fiber.



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Dog Station at Bason Park was damaged but will be repaired by EDI.

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To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: District Capital Infrastructure Project Report
 Board Meeting Date: March 7, 2024

BIDDING

1. Parkside West Phase 2 Public Landscaping – Garden Ways and Tree Lawns (CFS #21)
 - The pre-bid meeting was held on December 19, 2023 and the bid opening took place on January 19, 2024. Bid results and contractor recommendations will be presented at the March 7, 2024 board meeting.

CONSTRUCTION

2. Parkside West Phase 1 Public Infrastructure Improvements (CFS #3)
 - CRC continues construction of sidewalks and final completion will be completed this winter as weather allows.
3. 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 at the end of summer 2024.
4. Linear Park Phase 1 (CFS #6)
 - A fully executed construction contract has been issued to Brightview Landscaping. Construction has started and completion is anticipated in the fall of 2024.
5. 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 in the spring of 2024.
6. Southlands (CFS #12)
 - A contract for Coyote Ridge Construction for public grading was conditionally approved pending builder closing during the November 2023 board meeting. Construction is anticipated to begin in April 2024.
 - A contract for Wagner Construction for public utilities was conditionally approved pending builder closing during the January 2024 board meeting.
7. 160th Avenue (CFS #14)
 - A fully executed construction contract for public grading has been issued to Coyote Ridge Construction. Coyote Ridge has completed all grading except for grading impacted by the gas line relocation.
 - A fully executed construction contract for public utilities has been issued to Wagner Construction. Wagner has completed the install of the public utilities scope of work.
 - A fully executed construction contract for public roadways has been issued to Asphalt Specialties. The bottom mat of asphalt paving has been completed with the top mat of

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asphalt paving to be completed in the spring. Completion is anticipated in late spring 2024.

8. Sheridan Parkway Phase 2 (CFS #15)
 - 160th Avenue was prioritized on the schedule. Sheridan Parkway will become a priority in spring of 2024. Fully executed construction contracts have been issued to Coyote Ridge Construction, Wagner Construction, and Asphalt Specialties.
9. Parkside West Phase 2 (CFS #21)
 - Xcel and United Power are currently installing utilities and are anticipated to be complete in winter. CRC has completed all contracted work except for a small portion of sidewalks that can't be installed until Xcel and United Power Utilities are complete. Completion of these sidewalks is anticipated this Spring 2024.
 - A fully executed construction contract for Park Lane public landscaping has been issued to ECI. Construction has begun and is anticipated to be completed in the fall of 2024.
10. Monumentation Phase 3 (CFS #23)
 - A fully executed contract has been issued to BSC Signs. Construction has begun and is anticipated to be completed in July 2024.

WARRANTY

11. 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. Punch walk was conducted the week of September 11, 2023. CCOB additional walk for the week of February 27.
12. Preble Creek Drainage (CFS #5)
 - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
13. Monumentation Phase 1 (CFS #7)
 - Installation of primary boundary marker/monument sign is complete. Final electrical service termination is complete and final acceptance occurred in Fall 2023. Fiske electric currently working to repair issues in February 2024.
14. Preble Creek Median Landscaping (CFS #8)
 - City and County of Broomfield warranty period expires in July 2024. Final Acceptance is tentatively scheduled for June 2024.
15. 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.
16. Monumentation Phase 2 (CFS #16)
 - The installation of the monumentation signs was completed in September of 2023. The warranty will expire in September 2024.
17. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Sanitary Sewer Improvements (CFS #17)

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- City and County of Broomfield warranty period expires in February 2025. Final Acceptance is tentatively scheduled for January 2025.
18. Flex Industrial Phase 3 (Filing 2 Replat C Phase 3) Storm Sewer Improvements (CFS #17)
- City and County of Broomfield warranty period expires in October of 2025. Final acceptance is tentatively scheduled for September of 2025.

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- 2) Sheridan Pkwy Ph 1
 - 3) Parkside West Ph 1
 - 4) Sanitary Sewer Trunk Line
 - 5) Preble Creek Drainage
 - 6) Linear Park Ph 1
 - 7) Monumentation Ph 1
 - 8) Preble Creek Median Landscaping
 - 9) Center Street District
 - 10) Southeast Industrial
 - 11) West Sheridan Residential Ph 2
 - 12) Southlands (aka Parkside West Southlands)
 - 13) Linear Park Ph 2 & Drainage
 - 14) 160th Ave
 - 15) Sheridan Pkwy Ph 2
 - 16) Monumentation Ph 2
 - 17) Flex Ph 3 & 4 (Filing 2 Replat C Ph 3)
 - 18) Parkside West Ph 3 & 4
 - 19) Huron Street (Design Only)
 - 20) Linear Park Ph 4 (Design Only)
 - 21) Parkside West Ph 2
- Other Areas/Projects**
- A) Parkside West - Davis Apts
 - B) Parkside West - Firley (build for rent)
 - C) Flex Industrial 1 & 2
 - D) Parkside West - Southlands (Grayson)
 - E) Linear Park Ph 3
 - F) Linear Park Ph 5
 - G) Parkside East
 - H) Pedestrian Bridge (Alcott Way Ph. 2)
 - J) West Sheridan Residential Ph 1
 - K) Tract TT (State Hwy 7 Frontage Landscaping)

- CFS
- CFS - projects that are too small or in multiple spots (i.e. trail signs) within an area pinpointed on the map
- Other Areas or Projects

Updated: November 18, 2022

BASELINE

Baseline Community Master Plan

Concept Plan

Scale 1"=400' / 1:4800



Disclaimer: Map is not to scale and is intended for informational and illustrative purposes only. Plans, uses, zoning, amenities, features, availability, acreage, sizes, dates, vehicle counts, listed owners/tenants, and other elements are subject to change by McWhinney Real Estate Services, Inc. or its affiliates without notice, and shall not be relied upon. September 2020.





To: Baseline Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Baseline Park Side West Phase 2 Public Landscaping Project Bid Summary
 Board Meeting Date: March 7, 2024

GENERAL

Six contractors and subcontractors attended the mandatory pre-bid meeting held on December 19, 2023 and Five contractors submitted bids on January 19, 2024.

UNIT PRICE BIDS

Comparison of the bids revealed that all bids are over the cost estimate. Coloco is the low bidder with Hall 15% higher, Brightview 19% higher, EDI 23% higher and Rocky Mountain Custom Landscaping 35% higher.

ADJUSTED BID ANALYSIS SUMMARY

Description	Baseline Parkside West Phase 2 Public Landscaping Project					
	Budget Estimate	Coloco	Hall	BrightView	EDI	RMCL
General Conditions	\$0.00	\$ 25,850.00	\$ 52,672.09	\$ 71,500.00	\$ 30,024.60	\$ 114,885.00
Site Work-Site Furnishings	\$0.00	\$ 49,059.00	\$ 162,655.98	\$ 29,945.40	\$ 37,326.87	\$ 45,978.64
Site Work-Pavements	\$0.00	\$ 58,376.50	\$ 54,289.15	\$ 103,676.50	\$ 99,638.28	\$ 44,925.00
Irrigation	\$0.00	\$ 264,515.52	\$ 210,628.58	\$ 288,410.40	\$ 292,914.74	\$ 388,219.89
Site Work-Grading	\$0.00	\$ 11,025.00	\$ 5,083.11	\$ 4,310.00	\$ 15,468.42	\$ 6,403.18
General Landscape	\$0.00	\$ 356,440.65	\$ 398,279.96	\$ 408,108.54	\$ 471,254.30	\$ 466,475.37
Maintenance	\$0.00	\$ 33,535.00	\$ 26,273.78	\$ 41,300.00	\$ 22,913.98	\$ 12,350.00
Electrical	\$0.00	\$ 3,325.00	\$ 12,500.00	\$ 7,000.00	\$ 13,887.91	\$ -
TOTAL	\$ 683,000.00	\$ 802,126.67	\$ 922,382.65	\$ 954,250.84	\$ 983,429.10	\$ 1,079,237.08
Budget Estimate vs. Bid		17%	35%	40%	44%	58%
Bid Comparison		LOW	15%	19%	23%	35%

PROJECT SCHEDULE

The anticipated start date is April 14, 2024, with final completion by October 31, 2024.

QUALIFICATIONS/REFERENCES

All bidders submitted qualified bids with complete qualification statements. The lowest complete bidder, Coloco is an experienced Colorado contractor who has performed work for Baseline Metropolitan District and other districts along the Front Range. Hall Contracting is a qualified contractor who has performed work for various District's and developers along the Front Range as well. BrightView, Environmental Designs and Rocky Mountain Custom Landscapes are qualified contractors who have performed work in 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 landscaping and irrigation assets. The annual O&M budget will increase in 2025.

RECOMMENDATION

Pinnacle Consulting Group, Inc. recommends awarding a contract to Coloco as a qualified/responsible bidder and approving a contract in the amount of \$802,126.67.

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 (970) 669.3611

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MEMORANDUM

TO: Board of Directors
 FROM: Amanda Dwight – Project Manager
 Date: March 7, 2024

RE: Parkside West Phase 2 – Budget Increase Request

Parkside West Phase 2 Gardenways encompasses a total area of 58,190 square feet, consisting of planted pathways and seating areas as well as tree lawns surrounding the Phase 2 limits.

Budget:

The initially approved budget for this specific work was \$407,330. During the Baseline Metropolitan District Board Meeting on 11/2/2023, an adjustment was made to the overall budget for Parkside West Phase 2, including a specific increase of \$275,670 to \$683,000 for the garden way scope. The project team observed a continuous rise in landscaping costs, prompting the consideration of a potential further budget increment solely for this scope, and discussed with the Board the potential need for an additional increase after the bidding process concluded.

Original Budget for Gardenways	\$407,330.00	\$7.00/sf
Revised budget 11/2023	\$683,000.00	\$11.74/sf

Bidding:

On August 15, 2023, the Baseline Metropolitan District initiated the bidding process for the Parkside West Phase 1D Gardenways project. Two qualified bidders submitted their proposals, and the **lowest bid was \$1,356,845.00** from ECI.

To attract more qualified bidders specializing in landscaping, the project team recommended and initiated a rebidding process. On January 19, 2024, five qualified bidders submitted their proposals. The **lowest re-bid received was \$1,105,260.48**, resulting in an 18% cost savings compared to the original bid opening. After a comprehensive review, it was discovered that there were additional opportunities to reduce costs. Consequently, a value engineering (VE) process was implemented, resulting in further budget savings of \$303,133.81. As a result, the **updated bid now stands at \$802,126.67**.

The VE and rebid effort resulted in a bid savings of 40% from the original bid opening.

Bid 1	\$1,356,845.00	\$23.32/sf
Bid 2	\$1,105,260.48	\$18.99/sf
Bid 2 - Update with additional VE	\$802,126.67	\$13.78/sf

The existing approved budget of \$10,164,032.40 requires a requested budget increase of \$168,352.72, leading to a total budget of \$10,332,385.13. The revised budget request encompasses both the added expenses for the gardenways and the necessary adjustments for warranty, maintenance, and contingency.

Initial budget	\$ 8,762,374.00
Current Approved District budget	\$10,164,032.40
Requested increase for Garden Ways	\$ 166,159.72
Revised budget	\$10,330,192.13

Overall, there has been a 17.9% budget increase since the initial approval in May 2022, which falls well within the inflationary increases observed in other projects during that time.



Amanda Dwight

Project Manager – Land Development

Amanda.Dwight@McWhinney.com

P: 970-776-4049

2725 Rocky Mountain Ave.
Suite 200
Loveland, CO 80538



<i>TO:</i>	Baseline Metropolitan District Board of Directors
<i>FROM:</i>	Irene Buenavista, Senior Accounting Manager Pinnacle Consulting Group, Inc.
<i>SUBJ:</i>	Financial Memo
<i>DATE:</i>	3/5/2024

Revenues

- Tax Increment Revenues (TIF)
 - There were no TIF collections in January 2024. TIF revenue collections are anticipated in February, April, and June.
- Service Expansion Fee (SEF)
 - SEF collections in January 2024 were \$3,174.
 - SEF revenues are reserved for use in the Capital Fund.
- Use Tax
 - Use Tax collections in January 2024 were \$14,457.
 - Use Tax revenues are reserved for use in the Capital Fund.

General Fund

- Activity in January 2024 was minimal with most services being management, legal and manicured landscaping. January expenses exceeded revenues by \$16k. Sufficient operating reserves were budgeted to cover cash flow needs for Q1. TIF revenues are expected to be distributed to the District starting in March. The March distribution will be for February collections.

Current Projects

- Audit fieldwork for District 1 is scheduled for the week of 5/13. Audit drafts are due to the board by 6/30 with filing due 7/31.
- Audit exemptions will be prepared for Districts 2-9. Applications will be distributed for board approval early March. Audit exemption applications are due to the State by 3/31.

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 (970)669-3611 (303)333-4380
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Management Financial Statements

BOARD OF DIRECTORS BASELINE METROPOLITAN DISTRICT NOS. 1-9

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2022 and December 31, 2023. We have also presented the accompanying 2024 adopted budgets of revenues, expenditures, and funds available prepared on the modified accrual basis.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

A handwritten signature in blue ink, appearing to read "Jan Bernath".

Pinnacle Consulting Group, Inc.
February 25, 2024

Offices Located in Loveland and Denver

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(970)669-3611 (303)333-4380
www.PCGI.com

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BASELINE METROPOLITAN DISTRICT NO. 1			
BALANCE SHEET			
	Audited	Unaudited	
	Actual	Actual	
	12/31/2022	12/31/2023	
Assets			
Current Assets			
Cash, Checking	\$ 4,844,687	\$ 5,834,272	
West Sheridan Residential Phase 2 Escrow	629,220	38,474	
East Sheridan Residential Escrow	2,914,146	1,451,158	
Parkside West Escrow	4,338,079	1,892,067	
UMB - 2018 Bond - Reserve	5,355,812	5,427,187	
UMB - 2018 Bond - Bond Fund	39,686	847	
UMB - 2018 Bond - Addl Obligations	1,322,235	252,595	
UMB - 2018 Bond - Pledged Revenue	356,531	8,385	
UMB - 2018 Bond - Custody	983	-	
UMB - 2018 Surplus	4,818,351	6,598,590	
UMB - 2018 Bond - Rev Fund	-	115,906	
UMB - 2021 Bond - Reserve	1,188,895	1,194,271	
UMB - 2021 Bond - A Bond Fund	713,200	84,060	
UMB - 2021A Bond - Project Fund	4,177,067	1,478,710	
UMB - 2021B Bond - Project Fund	12,806,928	13,457,909	
UMB - 2021A Bond - Surplus Fund	-	1,361,467	
UMB - 2021A Bond - Rev Fund	2,330	0	
Accounts Receivable	1,549,525	1,760,629	
Prepaid Expenses	24,191	24,772	
Total Current Assets	\$ 45,081,867	\$ 40,981,299	
Long-Term Assets			
Landscaping	\$ 2,260,576	\$ 2,260,576	
Construction in Progress	65,423,878	77,788,635	
Less: Accumulated Depreciation	(330,201)	(388,632)	
Total Long-Term Assets	\$ 67,354,253	\$ 79,660,579	
Total Assets	\$ 112,436,120	\$ 120,641,878	
Liabilities			
Current Liabilities			
Accounts Payable	\$ 4,692,397	\$ 1,625,585	
Payroll Liabilities	264	294	
Retainage Payable	1,809,870	1,816,893	
Total Current Liabilities	\$ 6,502,532	\$ 3,442,771	
Long-Term Liabilities			
Capital Advances Payable	\$ 23,145,867	\$ 25,691,623	
Capital Advances Payable, Non-CCOB	331,118	331,118	
Interest Payable, Capital Adv	1,533,338	3,972,651	
Bonds Payable - 2018	65,110,000	64,465,000	
Bonds Discount - 2018	(219,409)	(210,971)	
Bonds Payable - 2021A	13,555,000	13,555,000	
Bonds Payable - 2021B	13,150,000	13,150,000	
Bond Premium 2021	900,904	868,729	
Total Long-Term Debt	\$ 117,506,818	\$ 121,823,151	
Total Liabilities	\$ 124,009,350	\$ 125,265,922	
Fund Equity			
Net Investment in Fixed Assets	\$ (50,152,565)	\$ (42,171,583)	
Fund Balance			
Nonspendable	24,191	24,772	
Restricted	12,643,178	35,709,264	
Unassigned	25,911,967	1,813,503	
Total Fund Equity	\$ (11,573,229)	\$ (4,624,044)	
Total Liabilities and Fund Equity	\$ 112,436,120	\$ 120,641,878	
	=	=	

BASELINE METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Audited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
MGDA - TIF	\$ 667,234	\$ 860,331	\$ 860,331	\$ -	\$ 1,157,528
MGDA - SEF	136,287	-	-	-	-
Service Fees District # 5	-	1	1	-	1
Service Fees District # 6	-	2	2	-	2
Service Fees District # 7	-	2	2	-	2
Service Fees District # 8	-	2	2	-	2
Service Fees District # 9	-	2	2	-	2
Interest & Other Income	49,787	4,000	170,923	166,923	33,775
Total Revenues	\$ 853,307	\$ 864,340	\$ 1,031,262	\$ 166,923	\$ 1,191,313
Expenditures					
Operations and Maintenance:					
Landscape Maintenance	\$ 43,376	\$ 144,538	\$ 137,776	\$ (6,762)	\$ 150,851
Hardscape Maintenance	7,330	17,000	2,393	(14,608)	20,000
Undeveloped Public Land	1,328	2,000	-	(2,000)	2,500
Stormwater Facilities	-	5,000	7,413	2,413	15,000
Amenities	2,643	4,000	495	(3,505)	4,000
Miscellaneous Services	-	1,000	160	(840)	1,000
Repairs and Replacements	33,878	37,000	48,692	11,692	82,500
Utilities	36,032	28,325	12,877	(15,448)	30,000
Facilities Management	58,695	77,000	66,990	(10,010)	90,000
HOA Maintenance Services	-	65,000	31,543	(33,457)	125,045
Administration:					
Accounting	101,758	104,000	111,300	7,300	121,800
Audit	5,500	6,000	5,500	(500)	6,000
District Management	107,351	110,500	88,585	(21,915)	117,000
Directors Fees	6,854	14,400	10,759	(3,641)	14,000
Election Expense	11,238	16,000	12,248	(3,752)	-
Engineering and Professional Services	1,675	7,500	-	(7,500)	7,500
Insurance	23,940	25,200	24,191	(1,009)	32,000
Legal	69,683	132,000	84,734	(47,266)	132,000
Office and Other	9,881	32,715	6,923	(25,792)	15,000
Website Hosting	-	-	-	-	1,166
CCOB Administration Fee	-	4,651	-	(4,651)	5,620
Total Expenditures	\$ 521,162	\$ 833,829	\$ 652,577	\$ (181,252)	\$ 972,982
Revenues Over/(Under) Expenditures	\$ 332,145	\$ 30,511	\$ 378,685	\$ 348,175	\$ 218,331
Beginning Fund Balance	\$ 1,153,043	\$ 1,355,351	\$ 1,485,189	\$ 129,838	\$ 1,718,777
Ending Fund Balance	\$ 1,485,189	\$ 1,385,862	\$ 1,863,874	\$ 478,013	\$ 1,937,108
				=	
COMPONENTS OF ENDING FUND BALANCE:					
TABOR Reserve (3% of Revenues)	\$ 25,599	\$ 25,599	\$ 25,599		\$ 35,739
Operating Reserve (25% of Expenses)	208,457	208,457	224,521		224,521
Repairs and Maintenance Reserve	1,251,133	1,151,805	1,613,754		1,676,847
Total Components of Ending Fund Balance	\$ 1,485,189	\$ 1,385,862	\$ 1,863,874		\$ 1,937,108
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Debt Service	0.000	0.000	0.000		0.000
Total Mill Levy	0.000	0.000	0.000		0.000
Assessed Value	\$ 120	\$ 110	\$ 110		\$ 110
Property Tax Revenue					
Operating	-	-	-		-
Debt Service	-	-	-		-
Total Property Tax Revenue	\$ -	\$ -	\$ -		\$ -

BASELINE METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES					
DEBT SERVICE FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Audited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Service Fees District # 2	\$ 137,075	\$ 120,194	\$ 124,039	\$ 3,845	\$ 162,476
Service Fees District # 3	24,228	44,971	43,320	(1,651)	57,040
Service Fees District # 4	15,413	55,275	56,873	1,598	74,714
MGDA - TIF	7,106,261	7,845,105	7,480,453	(364,652)	9,764,674
Interest and Other Income	237,095	700,000	807,783	107,783	576,000
Total Revenues	\$ 7,520,070	\$ 8,765,545	\$ 8,512,468	\$ (253,077)	\$ 10,634,904
Expenditures					
2018A Bond Interest	\$ 3,613,894	\$ 3,613,894	\$ 3,613,894	\$ -	\$ 3,580,425
2018A Bond Principal	-	645,000	645,000	-	1,040,000
2021A Bond Interest	677,750	677,750	677,750	-	677,750
2021B Bond Interest	-	294,319	1,078,248	783,929	319,858
2021B Bond Principal	-	1,713,885	-	(1,713,885)	5,022,146
Trustee and Paying Agent Fees	7,000	13,500	20,000	6,500	13,500
Total Expenditures	\$ 4,298,644	\$ 6,958,347	\$ 6,034,892	\$ (923,456)	\$ 10,653,679
Revenues Over/(Under) Expenditures	\$ 3,221,427	\$ 1,807,198	\$ 2,477,576	\$ 670,379	\$ (18,775)
Beginning Fund Balance	\$ 9,396,152	\$ 12,617,579	\$ 12,617,579	\$ -	\$ 14,421,314
Ending Fund Balance	\$ 12,617,579	\$ 14,424,776	\$ 15,095,155	\$ 670,379	\$ 14,402,539
				=	
COMPONENTS OF ENDING FUND BALANCE:					
Reserve Requirement	\$ 6,535,815	\$ 6,535,815	\$ 6,535,815		\$ 6,535,815
Capitalized Interest	-	-	-		-
Surplus Fund (Max Surplus \$7,866,500)	6,081,764	7,866,500	7,866,500		7,866,500
Bond Fund	-	22,461	692,840		224
Total Components of Ending Fund Balance	\$ 12,617,579	\$ 14,424,776	\$ 15,095,155		\$ 14,402,539

BASELINE METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES					
CAPITAL PROJECTS FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Audited	Adopted	Through	Through	Adopted
Revenues	Actual	Budget	12/31/2023	12/31/2023	Budget
Capital Advances - LDA	\$ 6,039,838	\$ 26,714,918	\$ 4,251,833	(22,463,085)	\$ 31,484,531
Capital Advances - Other	3,325,898	1,521,960	-	(1,521,960)	-
Capital Reimbursements	581,142	6,590,276	2,745,787	(3,844,489)	5,749,192
MGDA - Use Fee	1,045,011	524,250	652,371	128,121	2,380,095
MGDA - SEF Fee	-	72,000	198,999	126,999	99,900
Interest and Other Income	296,626	2,500	818,871	816,371	2,500
Total Revenues	\$ 11,288,514	\$ 35,425,904	\$ 8,667,861	\$ (26,758,043)	\$ 39,716,218
Expenditures					
Capital Outlay-Infrastructure					
District Management (PCGI Gen. Cap.)	\$ 51,660	\$ 50,000	\$ 33,225	\$ (16,775)	\$ 49,920
District Planning/Engineering Mgmt (MRES Gen Cap)	43,902	40,000	28,497	(11,503)	40,000
District Planning/Engineering (Gen Cap)	160,093	300,000	129,440	(170,560)	150,000
District Erosion Control (General Capital)	-	-	-	-	150,000
Sheridan Parkway Phase 1	85,766	112,842	39,288	(73,554)	89,930
Parkside West (Phase 1)	9,834,394	2,435,723	1,739,278	(696,445)	2,119,394
Preble Creek Drainage	323,384	7,216	22,067	14,851	-
Linear Park Phase 1 (Big Green)	8,861	2,171,174	222,404	(1,948,770)	2,642,310
Monumentation Phase 1	665	6,026	600	(5,426)	3,226
Preble Creek Median Landscaping	50,146	15,007	36,339	21,332	-
Center Street District	113,305	1,290,000	134,769	(1,155,231)	2,396,718
Southeast Industrial	254,046	66,578	1,125	(65,453)	132,114
West Sheridan Residential (Phase 2)	1,479,558	1,235,676	994,247	(241,429)	602,465
Southlands	346,993	15,953,630	34,495	(15,919,135)	18,267,576
Linear Park Phase 2 & Drainage	328,010	4,415,545	174,679	(4,240,866)	3,755,574
160th Avenue	509,636	7,565,018	4,000,479	(3,564,539)	1,120,000
Sheridan Parkway Phase 2	380,790	4,872,263	1,170,531	(3,701,732)	4,299,788
Monumentation Phase 2	170,495	9,798	3,534	(6,264)	9,798
Flex Industrial Phase 2	-	-	113	113	-
Filing 2 Replat C Ph 3 (Flex Industrial 3/4)	448,904	56,959	746,253	689,294	251,619
Parkside West (Phase 3)	260,238	7,993,417	478,977	(7,514,440)	11,494,124
Huron Street (Design)	156,668	300,000	19,537	(280,463)	1,634,693
Linear Park Phase 4	11,300	434,348	-	(434,348)	242,059
Parkside West (Phase 2)	2,601,653	5,118,303	2,355,751	(2,762,552)	3,681,029
Linear Park Phase 3	-	-	900	900	517,860
Monumentation Phase 3	-	-	42,367	42,367	238,040
2023 Seeding and Track Establishment	-	-	78,216	78,216	-
2024 Seeding and Track Establishment	-	-	-	-	150,000
West Sheridan Residential (Phase 1)	52,210	-	21,305	21,305	-
Baseline Rd (Hwy 7) Frontage Landscape (Tract TT)	11,093	-	47,129	47,129	-
Parkside East Intracts Design	-	-	-	-	855,633
Creative Office Offsites Design	-	-	-	-	500,000
Sanitary Sewer Trunk Line	128,301	44,650	375	(44,275)	-
Alcott Way Phase 2	24,000	-	-	-	-
Water Main (16th/Sheridan)	-	1,406,766	-	(1,406,766)	-
Water Main (Southlands)	-	2,058,735	-	(2,058,735)	-
Total Expenditures	\$ 17,836,072	\$ 57,959,674	\$ 12,555,919	\$ (45,403,755)	\$ 55,393,870
Revenues Over/(Under) Expenditures	\$ (6,547,558)	\$ (22,533,770)	\$ (3,888,058)	\$ 18,645,712	\$ (15,677,652)
Beginning Fund Balance	31,024,126	22,533,770	24,476,568	1,942,798	16,694,386
Ending Fund Balance	\$ 24,476,568	\$ -	\$ 20,588,510	\$ 20,588,510	\$ 1,016,734

BASELINE METROPOLITAN DISTRICT NO. 2					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ 6,831	\$ 5,296	\$ 5,296	\$ -	\$ 2,514
Specific Ownership Tax	130,346	115,000	118,820	3,820	160,000
Interest & Other Income	-	-	-	-	-
Total Revenues	\$ 137,177	\$ 120,296	\$ 124,116	\$ 3,820	\$ 162,514
Expenditures					
Transfer to District # 1	\$ 137,075	\$ 120,194	\$ 124,039	\$ 3,845	\$ 162,476
Treasurer's Fee	102	102	76	(26)	38
Contingency	-	-	-	-	-
Total Operating Expenditures	\$ 137,177	\$ 120,296	\$ 124,116	\$ 3,820	\$ 162,514
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Debt Service	45.000	45.000	45.000		46.773
Total Mill Levy	45.000	45.000	45.000		46.773
Assessed Value	\$ 149,504	\$ 111,235	\$ 111,235		\$ 53,756
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Debt Service	6,728	5,006	5,006		2,514
Total Property Tax Revenue	\$ 6,728	\$ 5,006	\$ 5,006		\$ 2,514

BASELINE METROPOLITAN DISTRICT NO. 3					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ 191	\$ 2,402	\$ 2,405	\$ 3	\$ 2,071
Specific Ownership Tax	24,058	42,461	40,802	(1,658)	55,000
Interest & Other Income	-	137	144	7	1,000
Total Revenues	\$ 24,250	\$ 45,000	\$ 43,352	\$ (1,647)	\$ 58,071
Expenditures					
Transfer to District # 1	\$ 24,228	\$ 44,971	\$ 43,320	\$ (1,651)	\$ 57,040
Treasurer's Fee	21.95	29	32	3	31
Contingency	-	-	-	-	1,000
Total Operating Expenditures	\$ 24,250	\$ 45,000	\$ 43,352	\$ (1,648)	\$ 58,071
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Debt Service	50.219	51.667	51.667		58.243
Total Mill Levy	50.219	51.667	51.667		58.243
Assessed Value	\$ 25,651	\$ 37,829	\$ 37,829		\$ 35,554
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Debt Service	1,288	1,955	1,955		2,071
Total Property Tax Revenue	\$ 1,288	\$ 1,955	\$ 1,955		\$ 2,071

BASELINE METROPOLITAN DISTRICT NO. 4					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ 12,575	\$ 41,740	\$ 41,751	\$ 11	\$ 54,095
Specific Ownership Tax	3,026	21,430	15,749	(5,681)	21,430
Interest & Other Income	-	-	-	-	1,000
Total Revenues	\$ 15,601	\$ 63,170	\$ 57,499	\$ (5,671)	\$ 76,525
Expenditures					
Transfer to District # 1	\$ 15,412	\$ 62,544	\$ 56,873	\$ (5,671)	\$ 74,714
Treasurer's Fee	189	626	626	0	811
Contingency	-	-	-	-	1,000
Total Operating Expenditures	\$ 15,601	\$ 63,170	\$ 57,499	\$ (5,671)	\$ 76,525
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Debt Service	15.000	15.000	15.000		15.591
Total Mill Levy	15.000	15.000	15.000		15.591
Assessed Value	\$ 838,240	\$ 2,782,646	\$ 2,782,646		\$ 3,469,611
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Debt Service	12,574	41,740	41,740		54,095
Total Property Tax Revenue	\$ 12,574	\$ 41,740	\$ 41,740		\$ 54,095

BASELINE METROPOLITAN DISTRICT NO. 5					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ -	\$ 1	\$ 1	\$ -	\$ 1
Specific Ownership Tax	-	-	-	-	-
Interest & Other Income	-	-	-	-	100
Total Revenues	\$ -	\$ 1	\$ 1	\$ -	\$ 101
Expenditures					
Transfer to District # 1	\$ -	\$ 1	\$ 1	\$ -	\$ 1
Treasurer's Fee	-	-	-	-	-
Contingency	-	-	-	-	100
Total Operating Expenditures	\$ -	\$ 1	\$ 1	\$ -	\$ 101
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Contractual Obligations	15.000	15.000	15.000		18.487
Total Mill Levy	15.000	15.000	15.000		18.487
Assessed Value	\$ 50	\$ 40	\$ 40		\$ 40
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Contractual Obligations	1	1	1		1
Total Property Tax Revenue	\$ 1	\$ 1	\$ 1		\$ 1

BASELINE METROPOLITAN DISTRICT NO. 6					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ 2
Specific Ownership Tax	-	-	-	-	-
Interest & Other Income	-	-	-	-	100
Total Revenues	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Expenditures					
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ 2
Treasurer's Fee	-	-	-	-	-
Contingency	-	-	-	-	100
Total Operating Expenditures	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Contractual Obligations	45.000	45.000	45.000		55.462
Total Mill Levy	45.000	45.000	45.000		55.462
Assessed Value	\$ 50	\$ 40	\$ 40		\$ 40
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Contractual Obligations	2	2	2		2
Total Property Tax Revenue	\$ 2	\$ 2	\$ 2		\$ 2

BASELINE METROPOLITAN DISTRICT NO. 7					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ 2
Specific Ownership Tax	-	-	-	-	-
Interest & Other Income	-	-	-	-	100
Total Revenues	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Expenditures					
Transfer to District # 1	\$ -	\$ 2	\$ 2	-	\$ 2
Treasurer's Fee	-	-	-	-	-
Contingency	-	-	-	-	100
Total Operating Expenditures	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Contractual Obligations	0.000	50.000	50.000		61.625
Total Mill Levy	0.000	50.000	50.000		61.625
Assessed Value	\$ 50	\$ 40	\$ 40		\$ 40
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Contractual Obligations	-	2	2		2
Total Property Tax Revenue	\$ -	\$ 2	\$ 2		\$ 2

BASELINE METROPOLITAN DISTRICT NO. 8					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ -	\$ 2	\$ 2	-	\$ 2
Specific Ownership Tax	-	-	-	-	-
Interest & Other Income	-	-	-	-	100
Total Revenues	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Expenditures					
Transfer to District # 1	\$ -	\$ 2	\$ 2	-	\$ 2
Treasurer's Fee	-	-	-	-	-
Contingency	-	-	-	-	100
Total Operating Expenditures	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Contractual Obligations	15.000	45.000	45.000		55.462
Total Mill Levy	15.000	45.000	45.000		55.462
Assessed Value	\$ 50	\$ 40	\$ 40		\$ 40
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Contractual Obligations	1	2	2		2
Total Property Tax Revenue	\$ 1	\$ 2	\$ 2		\$ 2

BASELINE METROPOLITAN DISTRICT NO. 9					
STATEMENT OF REVENUES & EXPENDITURES					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2022	2023	Actual	Variance	2024
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/2023	12/31/2023	Budget
Revenues					
Property Taxes	\$ -	\$ 2	\$ 2	\$ -	\$ 2
Specific Ownership Tax	-	-	-	-	-
Interest & Other Income	-	-	-	-	100
Total Revenues	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Expenditures					
Transfer to District # 1	\$ -	\$ 2	\$ 2	\$ -	\$ 2
Treasurer's Fee	-	-	-	-	-
Contingency	-	-	-	-	100
Total Operating Expenditures	\$ -	\$ 2	\$ 2	\$ -	\$ 102
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Mill Levy					
Operating	0.00	0.00	0.00		0.000
Contractual Obligations	42.00	50.000	50.000		61.625
Total Mill Levy	42.000	50.000	50.000		61.625
Assessed Value	\$ 50	\$ 40	\$ 40		\$ 40
Property Tax Revenue					
Operating	\$ -	\$ -	\$ -		\$ -
Contractual Obligations	2	2	2		2
Total Property Tax Revenue	\$ 2	\$ 2	\$ 2		\$ 2
				=	

After recording, please return to:

McWhinney Real Estate Services, Inc.
 1800 Wazee Street, Suite 200
 Denver, Colorado 80202
 Attention: Legal Department

DECLARATION OF ACCESS AND EASEMENT

THIS DECLARATION OF ACCESS AND EASEMENT (this "Declaration") is made as of March , 2024 (the "Effective Date"), by NP Development, Inc., a Colorado corporation ("Declarant").

RECITALS

A. Declarant owns the real property located in the City and County of Broomfield (the "City") described in Exhibit A attached hereto and incorporated by reference herein, hereinafter referred to collectively as the "Property".

B. Declarant desires to grant a non-exclusive easement to Baseline Metropolitan District No. 1 (the "District") and its agents, successors, and permitted assigns, over and under a portion of the Property, legally described in and depicted on Exhibit B attached hereto and incorporated by reference herein (the "Easement Area"), for purposes of constructing, installing, replacing, repairing, operating, and maintaining certain catenary light poles and all fixtures, devices, and equipment appurtenant thereto (the "Facilities") through the Easement Area.

AGREEMENTS

1.0. Declaration of Easement. Subject to the terms and conditions of this Declaration, Declarant, its successors and assigns, does hereby create a non-exclusive easement (the "Easement"), for the benefit of the District to enter, reenter, and occupy, and use the Easement Area to install, construct, replace, operate, maintain and repair the Facilities.

2.0. Easement Rights. The Easement shall include 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 herein.

3.0. Limited to Facilities. The District, acting pursuant to the terms of this Declaration, shall not construct, install, or place any permanent structure, building, improvement or fixture on any part of the Easement Area other than the Facilities.

4.0. Retained Rights of Declarant. Declarant retains 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. Declarant 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

Declarant, utility and other easements, crossings, rights, permits and licenses over, under and through the portions of the Easement Area, provided that such grant of utility and other easements, crossings, rights, permits and licenses does not unreasonably interfere with the District exercising its rights as provided herein or disturb the Facilities. The grant of Easement herein shall not be construed as a public dedication of the underlying fee simple ownership of the Easement Area.

5.0. Mechanics' Liens. The District, and its contractors, agents, successors, and permitted assigns (collectively, the "Permittees") 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 Declarant's acts or omissions. If any lien is filed involving labor, materials and work done by or through the District or any Permittee, the District 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 District fails to cause such lien to be discharged or bonded within such fifteen (15) day period, Declarant, in addition to any other available remedy, may bond or discharge the lien and invoice the District for its costs incurred including reasonable attorneys' fees.

6.0. Reserved.

7.0. Notice. The District, acting pursuant to this Declaration, shall provide Declarant with five (5) days' advance written notice before the District or any person or entity acting by, through or under the District 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.

8.0. Maintenance and Restoration of Easement Area. As soon as reasonably practicable after disturbing the Easement Area, and, in any event, within sixty (60) days after disturbing the Easement Area, unless Declarant agrees in writing to a longer time period, the District and its Permittees shall: (a) level and restore all lands affected by the activities of the District and its Permittees and sufficiently compact the soil to the condition that existed at the time immediately prior to such activities, and (b) remove from such portion of the Easement Area all equipment and facilities located on such area, but excluding the Facilities.

9.0. Run with the Land. Subject to the conditions and limitations set forth herein, the easements, covenants, conditions and restrictions herein contained shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon and shall benefit Declarant and any of its successors in title to the Property. Any references herein to Declarant shall mean Declarant and any successor in title to the Property.

10.0. Compliance. All activities performed in the Easement Area and pursuant to this Declaration by the District and its Permittees shall comply with all applicable laws, ordinances, regulations and rules.

11.0. Applicable Law and Recording. This Declaration shall be construed and enforced in accordance with the laws of the State of Colorado, and this Declaration shall be recorded in the official real property records of the City and County of Broomfield, Colorado.

12.0. Exhibits. Exhibits referred to in this Declaration are, by reference, incorporated herein for all purposes.

13.0. Waiver. A waiver by Declarant of the breach of any provision of this Declaration shall not operate or be construed as a waiver of any subsequent breach by the District.

14.0 Governmental Immunity. Nothing herein or any actions taken by the District pursuant to this Easement Agreement shall be construed as a waiver, in whole or in part, of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the District and its directors, officers, employees, servants, agents, or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

NP DEVELOPMENT, INC.,
a Colorado corporation

Bethany Johnson
EVP, General Counsel

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 202___ by Bethany Johnson, as EVP, General Counsel of NP Development, Inc., a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description Property

Lot 95, Block 6, North Park Filing No. 2 Replat D, City and County of Broomfield, State of Colorado, as recorded in the Broomfield Clerk and Recorder at Reception No. 2021003287.

EXHIBIT B-1

Legal Description of Easement Area

DESCRIPTION

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

A PARCEL OF LAND BEING A PORTION OF LOT 95, BLOCK 6, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN NORTHWEST QUARTER, SOUTHWEST QUARTER, AND 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 CENTER QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 85°00'44" WEST, A DISTANCE OF 152.42 FEET TO THE WEST CORNER OF SAID LOT 95 AND
THE **POINT OF BEGINNING**;

THENCE NORTH 49°47'20" EAST ALONG THE NORTHWEST LINE OF SAID LOT 95, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 278.18 FEET TO THE SOUTHEAST LINE OF SAID LOT 95;
THENCE SOUTH 49°47'20" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 3.00 FEET TO THE SOUTH
CORNER OF SAID LOT 95;
THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWEST LINE OF SAID LOT 95, A DISTANCE OF 278.18 FEET
TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 835 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER SECTION 4,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°21'14" WEST.

PREPARED BY: AARON MURPHY
 PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
 1120 LINCOLN STREET, SUITE 1000
 DENVER, CO 80203
 303.623.6300

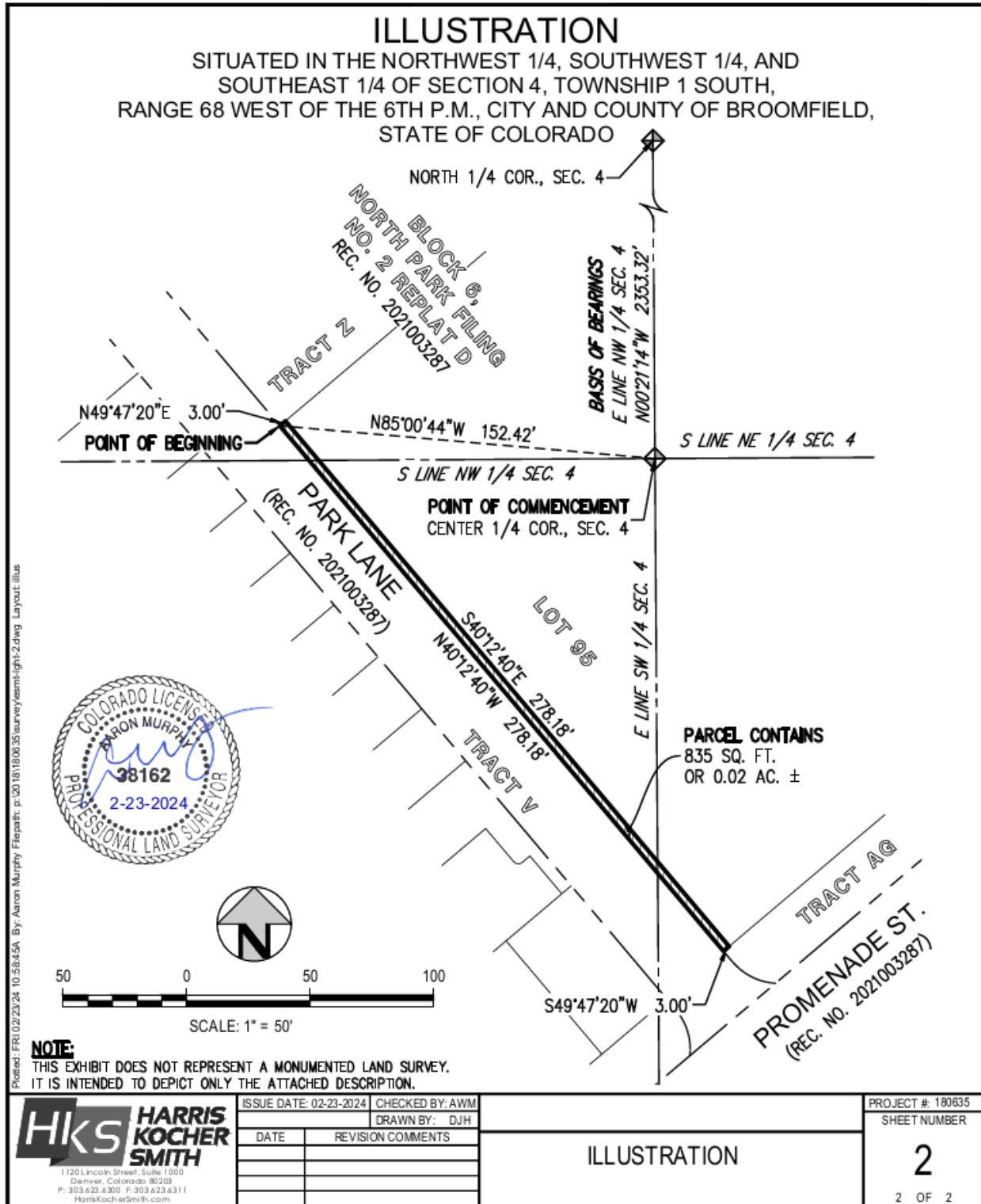


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 <small>1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</small>	ISSUE DATE: 02-23-2024	CHECKED BY: AWM		PROJECT #: 180635
			DRAWN BY: DJH	SHEET NUMBER
	DATE	REVISION COMMENTS	DESCRIPTION	
				1 OF 2

EXHIBIT B-2

Depiction of Easement Area



After recording, please return to:

DECLARATION OF ACCESS AND EASEMENT

THIS DECLARATION OF ACCESS AND EASEMENT (this "Declaration") is made as of March , 2024 (the "Effective Date"), by DFC Baseline East Village, LLC, a Colorado limited liability company ("Declarant").

RECITALS

A. Declarant owns the real property located in the City and County of Broomfield (the "City") described in Exhibit A attached hereto and incorporated by reference herein, hereinafter referred to collectively as the "Property."

B. Declarant desires to grant a non-exclusive easement to Baseline Metropolitan District No. 1 (the "District") and its agents, successors, and permitted assigns, over and under a portion of the Property, legally described in and depicted on Exhibit B attached hereto and incorporated by reference herein (the "Easement Area"), for purposes of constructing, installing, replacing, repairing, operating, and maintaining certain catenary light poles and all fixtures, devices, and equipment appurtenant thereto (the "Facilities") through the Easement Area.

AGREEMENTS

1.0. Declaration of Easement. Subject to the terms and conditions of this Declaration, Declarant, its successors and assigns, does hereby create a non-exclusive easement (the "Easement"), for the benefit of the District to enter, reenter, and occupy, and use the Easement Area to install, construct, replace, operate, maintain and repair the Facilities.

2.0. Easement Rights. The Easement shall include 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 herein.

3.0. Limited to Facilities. The District, acting pursuant to the terms of this Declaration, shall not construct, install, or place any permanent structure, building, improvement or fixture on any part of the Easement Area other than the Facilities.

4.0. Retained Rights of Declarant. Declarant retains 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. Declarant 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 Declarant, utility and other easements, crossings, rights, permits and licenses over, under

and through the portions of the Easement Area, provided that such grant of utility and other easements, crossings, rights, permits and licenses does not unreasonably interfere with the District exercising its rights as provided herein or disturb the Facilities. The grant of Easement herein shall not be construed as a public dedication of the underlying fee simple ownership of the Easement Area.

5.0. Mechanics' Liens. The District, and its contractors, agents, successors, and permitted assigns (collectively, the "Permittees") 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 Declarant's acts or omissions. If any lien is filed involving labor, materials and work done by or through the District or any Permittee, the District 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 District fails to cause such lien to be discharged or bonded within such fifteen (15) day period, Declarant, in addition to any other available remedy, may bond or discharge the lien and invoice the District for its costs incurred including reasonable attorneys' fees.

6.0. Reserved.

7.0. Notice. The District, acting pursuant to this Declaration, shall provide Declarant with five (5) days' advance written notice before the District or any person or entity acting by, through or under the District 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.

8.0. Maintenance and Restoration of Easement Area. As soon as reasonably practicable after disturbing the Easement Area, and, in any event, within sixty (60) days after disturbing the Easement Area, unless Declarant agrees in writing to a longer time period, the District and its Permittees shall: (a) level and restore all lands affected by the activities of the District and its Permittees and sufficiently compact the soil to the condition that existed at the time immediately prior to such activities, and (b) remove from such portion of the Easement Area all equipment and facilities located on such area, but excluding the Facilities.

9.0. Run with the Land. Subject to the conditions and limitations set forth herein, the easements, covenants, conditions and restrictions herein contained shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon and shall benefit Declarant and any of its successors in title to the Property. Any references herein to Declarant shall mean Declarant and any successor in title to the Property.

10.0. Compliance. All activities performed in the Easement Area and pursuant to this Declaration by the District and its Permittees shall comply with all applicable laws, ordinances, regulations and rules.

11.0. Applicable Law and Recording. This Declaration shall be construed and enforced in accordance with the laws of the State of Colorado, and this Declaration shall be recorded in the official real property records of the City and County of Broomfield, Colorado.

12.0. Exhibits. Exhibits referred to in this Declaration are, by reference, incorporated herein for all purposes.

13.0. Waiver. A waiver by Declarant of the breach of any provision of this Declaration shall not operate or be construed as a waiver of any subsequent breach by the District.

14.0 Governmental Immunity. Nothing herein or any actions taken by the District pursuant to this Easement Agreement shall be construed as a waiver, in whole or in part, of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the District and its directors, officers, employees, servants, agents, or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

DFC Baseline East Village, LLC,
a Colorado limited liability company

By: _____
Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 202____ by _____, as _____ of _____, a _____.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT A**Legal Description Property**

Lot 71 and Lot 94, Block 6, North Park Filing No. 2 Replat D, City and County of Broomfield, State of Colorado, as recorded in the Broomfield Clerk and Recorder at Reception No. 2021003287.

EXHIBIT B-1

Legal Description of Easement Area

DESCRIPTION

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

PARCEL 1

A PARCEL OF LAND BEING A PORTION OF LOT 71, BLOCK 6, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN 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 CENTER QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 55°07'05" WEST, A DISTANCE OF 417.51 FEET TO THE SOUTH CORNER OF SAID LOT 71 AND THE **POINT OF BEGINNING**;

THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWEST LINE OF SAID LOT 71, A DISTANCE OF 52.50 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 1.50 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 03°26'23", AND A CHORD WHICH BEARS NORTH 38°29'28" WEST A CHORD DISTANCE OF 1.50 FEET;
THENCE NORTH 53°13'43" EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 1.32 FEET, SAID CURVE HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 03°26'23", AND A CHORD WHICH BEARS SOUTH 38°29'28" EAST A CHORD DISTANCE OF 1.32 FEET;
THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 52.50 FEET TO THE SOUTHEAST LINE OF SAID LOT 71;
THENCE SOUTH 49°47'20" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 3.00 FEET TO THE **POINT OF BEGINNING**.


SAID PARCEL CONTAINS 162 SQUARE FEET, MORE OR LESS.

PARCEL 2

A PARCEL OF LAND BEING A PORTION OF LOT 94, BLOCK 6, NORTH PARK FILING NO. 2 REPLAT D RECORDED AT RECEPTION NO. 2021003287, SITUATED IN 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 CENTER QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 58°50'55" WEST, A DISTANCE OF 336.08 FEET TO THE SOUTH CORNER OF SAID LOT 94 AND THE **POINT OF BEGINNING**;

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 <p style="font-size: 8px;">1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</p>	ISSUE DATE: 02-23-2024	CHECKED BY: AWM	DESCRIPTION	PROJECT #: 180635	
					SHEET NUMBER
	DATE	REVISION COMMENTS			1
					1 OF 3

DESCRIPTION

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

THENCE NORTH 40°12'40" WEST ALONG THE SOUTHWEST LINE OF SAID LOT 94, A DISTANCE OF 60.00 FEET TO THE WEST CORNER OF SAID LOT 94;
THENCE NORTH 49°47'20" EAST ALONG THE NORTHWEST LINE OF SAID LOT 94, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 40°12'40" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST LINE OF SAID LOT 94;
THENCE SOUTH 49°47'20" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 3.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 180 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°21'14" WEST.

PREPARED BY: AARON MURPHY
PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

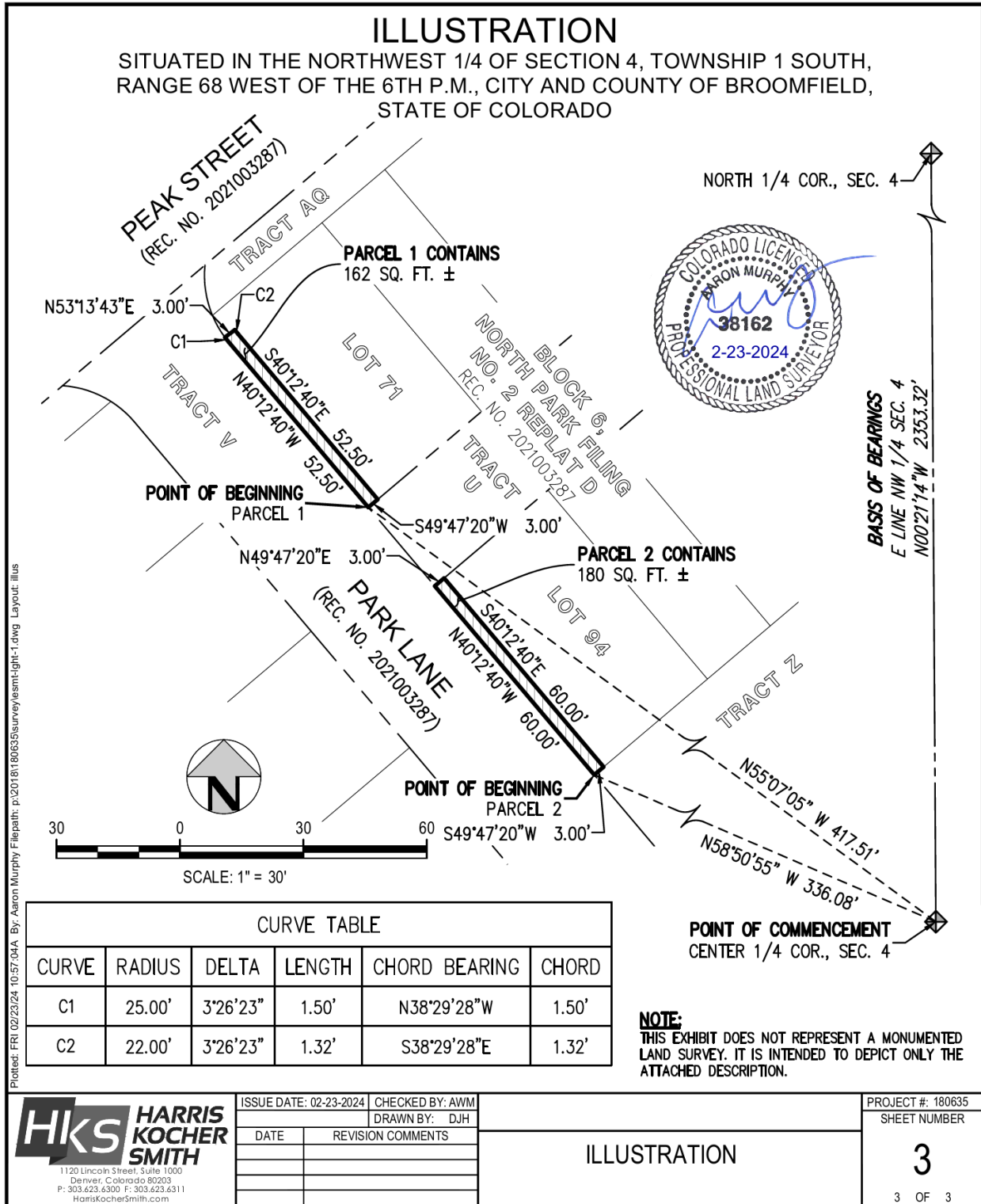


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<p style="font-size: 8px; margin-top: 5px;">1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</p>	ISSUE DATE: 02-23-2024	CHECKED BY: AWM		PROJECT #: 180635
			DRAWN BY: DJH	SHEET NUMBER
	DATE	REVISION COMMENTS		2
DESCRIPTION			2 OF 3	

EXHIBIT B-2

Depiction of Easement Area



HKS HARRIS
KOCHER
SMITH

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

ISSUE DATE: 02-23-2024	CHECKED BY: AWM
	DRAWN BY: DJH
DATE	REVISION COMMENTS

ILLUSTRATION

PROJECT #: 180635	SHEET NUMBER
	3
	3 OF 3

**BASELINE – PARKSIDE WEST
POST-CLOSING DEVELOPMENT AGREEMENT**

THIS POST-CLOSING DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 20__ (the “Effective Date”), by and between NP DEVELOPMENT, INC., a Colorado corporation (“Developer”), the undersigned entity designated as “Builder” on the counterpart signature pages attached hereto (the “Builder”), and BASELINE METROPOLITAN DISTRICT NO. 1 (“Metropolitan District”). Developer, Builder and the Metropolitan District are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Developer is the developer of a master planned residential community to be known as “Parkside West” (the “Project”), which is part of a larger mixed-use project commonly known as “Baseline”, located in the City and County of Broomfield (“Broomfield”), State of Colorado.

B. Developer, as seller, and the Builder, as purchaser, previously entered into a Second Amended and Restated Contract for Purchase and Sale of Real Estate, as amended from time to time (the “Purchase Agreement”), pursuant to which Builder acquired from Developer certain single-family detached, single-family attached, and duplex residential lots within the Project, as more particularly described on Builder’s counterpart signature page attached hereto (the “Lots”).

C. Pursuant to the Purchase Agreement, the Parties are entering into this Agreement, to set forth the obligations of the Developer and the Metropolitan District with respect to the construction of the infrastructure improvements described in the North Park Filing No. 2 Replat F and Replat G Construction Documents, originally issued May 19, 2022 by Harris Kocher Smith (Project #210229), finalized November 4, 2022, and approved by the City on December 14, 2022 (the “Plans”) and the Finished Lot Standard set forth on **Exhibit A** attached hereto (“Finished Lot Standard”) (collectively, the “Improvements”). Developer will construct the portion of the Improvements designated on the Plans and the Finished Lot Standard as “private” (the “Private Improvements”) and the Metropolitan District will construct the portion of the Improvements designated on the Plans and the Finished Lot Standard as “public” (the “Public Improvements”).

D. As required by the terms of the Purchase Agreement, concurrently herewith, Builder paid Developer the Initial Payment (as defined in the Purchase Agreement) for the Lots in certified United States funds, by wire transfer or other immediately available U.S. federal funds at the closing thereunder (“Closing”), and Builder shall pay Developer the Deferred Payment (as defined in the Purchase Agreement) upon Final Completion (as defined in Section 4.5) of the Phase 1 Improvements (as defined in Section 4.6) pursuant to the terms set forth in the Purchase Agreement.

F. The Parties are entering into this Agreement in order to set forth the terms and conditions under which the Improvements will be constructed by Developer and/or the Metropolitan District, together with such other matters as are set forth hereinafter.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Builder agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.

2. Construction Activities by Constructing Parties. The Parties acknowledge and agree that Developer and the Metropolitan District shall construct, or cause to be constructed, the Improvements in the manner set forth hereinafter. For purposes of this Agreement, references to the “Constructing Party(ies)” shall mean and refer to Developer with respect to the Private Improvements and the Metropolitan District with respect to the Public Improvements. The Private Improvements and Public Improvements are identified on the Plans. The Metropolitan District has informed the other Parties that, as of the Effective Date, the Metropolitan District has appropriated sufficient funds to satisfy its financial obligations under this Agreement and it has and will continue to comply with all terms and conditions of applicable law as required to perform in accordance with the terms of this Agreement.

3. Responsibilities of Constructing Parties.

3.1 Generally. Constructing Parties shall coordinate, administer and oversee (a) the preparation and filing of all applications, filings, submittals, plans and specifications, budgets, timetables and other documents pertaining to construction and installation of the Improvements, (b) the construction and installation of the Improvements, and (c) the initial and final construction acceptance of the Improvements by all applicable Approving Authorities (as hereinafter defined). Constructing Parties will engage or cause to be engaged contractors and subcontractors who will be responsible for the construction of the Improvements, and suppliers who will be responsible for supplying materials and equipment in connection with the construction of the Improvements (collectively, “Service Provider(s)”), pursuant to the Contracts (as hereinafter defined).

3.2 Comply with Legal Requirements. Constructing Parties shall comply with all terms and conditions of applicable law in performing their obligations under this Agreement. Constructing Parties shall promptly provide to Builder copies of all notices filed by Constructing Parties with Broomfield and all other applicable governmental or quasi-governmental entities or agencies (collectively, the “Approving Authorities”) and utility providers, related to the Improvements and shall, within three business days of receipt thereof, provide notice to Builder (together with copies of all notices received by Constructing Parties) of any notice received by Constructing Parties alleging any failure to comply with any applicable laws, ordinances, rules, regulations, or lawful orders of the Approving Authorities and utility providers bearing on the construction of the Improvements.

3.3 Bonds and Assurances. Constructing Parties shall provide to all applicable Approving Authorities any bonds, assurance agreements, or other financial assurances required with respect to construction of the Improvements. Upon Final Completion of the Improvements, Constructing Parties shall provide, or cause to be provided, to all Approving Authorities all warranties, bonds and other financial assurances required to obtain permits for and the final

acceptance and approval of the Improvements, including, without limitation, all assurances necessary for the Approving Authorities to issue to Builder, upon Final Completion of the Phase 1 Improvements and Builder's proper application and payment of fees therefor by Builder, a building permit for the construction of homes on the Lots (excluding the Lots depicted on **Exhibit B-1** and legally described on **Exhibit B-2** (the "Flood Zone Lots")), and upon Final Completion of the Phase 2 Improvements and Builder's due and proper completion of homes on the Lots (excluding the Flood Zone Lots) in accordance with all applicable laws, rules regulations, codes and ordinances, a certificate of occupancy therefor. Builder shall take all commercially reasonable actions and execute all documents reasonably requested by Constructing Parties (at no out-of-pocket cost or liability to Builder) to allow Constructing Parties to obtain releases of all such warranties, bonds, and other financial assurances upon final acceptance of the Improvements by the Approving Authorities.

3.4 **Taxes, Fees and Permits.** Constructing Parties or the Service Providers shall pay all applicable sales, use, and other similar taxes pertaining to the Improvements, and shall secure and pay for all approvals, easements, assessments, charges, permits and governmental fees, licenses and inspections necessary for proper completion of the Improvements, subject to the terms of the Purchase Agreement. In any event, Constructing Parties and the Service Providers shall not defer the payment of any use taxes, permits or fees pertaining to the Improvements.

3.5 **Dedications.** Constructing Parties shall timely make all conveyances and dedications of the Improvements if and as required by the Approving Authorities, free and clear of all liens and encumbrances by the Service Providers.

3.6 **Indemnity.** From and after the Effective Date of this Agreement, Developer shall indemnify, defend and hold harmless Builder and its shareholders, directors, officers, managers, members, partners, employees, agents, lenders, affiliates, successors and assigns (collectively, "**Indemnified Parties**") for, from and against all liens, claims, demands, liabilities, losses, damages (exclusive of special, consequential or punitive damages), costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees (collectively, "**Claims**"), arising out of Constructing Parties' activities on or pertaining to the Lots or any other property within the Project, except to the extent such Claims arise out of an Indemnified Party's negligence or willful misconduct. Developer's obligations under this Section shall survive the termination or expiration of this Agreement.

3.7 **Insurance.** Constructing Parties shall procure and maintain the insurance described in **Exhibit C** attached hereto.

4. **Construction of Improvements.**

4.1 **Plans.** The Plans have previously been approved by the applicable Approving Authorities and applicable utility providers, to the extent approved by utility providers. If Constructing Parties elect to amend the Plans in a manner that will result in a Material Change (defined below), then Constructing Parties shall provide written notice of the Material Change (a "**Notice of Material Change**") to Builder. The Notice of Material Change shall describe the modification to the Plans requested by the applicable Constructing Party. Builder shall have ten business days after receipt of the Notice of Material Change to provide written notice to the applicable Constructing Party if it objects to the proposed Material Change (a "**Notice of Material Change**").

Objection”), which shall describe revisions to the Material Change that would render it acceptable to Builder. If Builder fails to give a timely Notice of Material Change Objection to the applicable Constructing Party, the Material Change shall be deemed approved by Builder. If the Constructing Party performs any Material Change without first providing Builder with a Notice of Material Change, or after receiving a Notice of Material Change Objection, which objection has not been resolved in accordance with the provisions below, then the Constructing Party shall be liable to Builder for actual damages incurred by Builder as a result of such Material Change. Within five business days after delivery to the applicable Constructing Party of a Notice of Material Change Objection, said Constructing Party and Builder shall meet to approve or reject the Material Change. If the Constructing Party and Builder cannot reach an acceptable resolution regarding the Notice of Material Change Objection, the dispute shall be resolved pursuant to the arbitration provision set forth in Section 6.6 below. For purposes of this Section 4.1, a “Material Change” shall consist of the following changes to the Plans:

4.1.1 Reduction of the total number of Lots available for the construction of residences.

4.1.2 Reduction of the minimum unrestricted building envelope size as set forth in the Purchase Agreement.

4.1.3 Material adverse impact on the ability to serve homes with gravity flow sanitary sewer service (and underdrains, if any identified on the Plans) on the Lots.

4.1.4 Changes greater than 0.2’ to the top of the foundation elevation for any of the affected the Lots or modification greater than 0.2’ to common or shared top of foundation elevations identified for attached product.

4.1.5 Changes to the grading template and/or drainage pattern on any of the affected Lots that would result in Builder being required to construct a retaining wall not related to a walk-out basement.

4.1.6 Changes that materially increase the cost to construct residences on the Lots.

4.2 Construction Standard. Constructing Parties shall cause the Improvements to be constructed in accordance with the terms of that certain the City and County of Broomfield Subdivision Improvement Agreement for Northpark Filing No. 2, Replat F (Southlands), by and between The City and County of Broomfield, McWhinney CCOB Land Investments, LLC, and NP Development, Inc., recorded in the real property records of Broomfield on May 16, 2022 at Reception No. 2022006116 (the “SIA”) and shall obtain preliminary and final acceptance thereof by all Approving Authorities and applicable utility providers, to the extent provided by utility providers. Constructing Parties shall cause the Improvements to be constructed in accordance with the Construction Standard and shall obtain preliminary and final acceptance thereof by all Approving Authorities and applicable utility providers, to the extent provided by utility providers. As used herein, the term “Construction Standard” means (i) construction and installation in a good, workmanlike manner, and (ii) in substantial conformity with the Plans (as may be modified pursuant to the terms hereof), the applicable requirements of the Approving Authorities, and the Finished Lot

Standard. Builder acknowledges and agrees that the “Finished Lot Standard” does not include, and Constructing Parties will not be performing, any grading work on the Lots beyond that shown in the grading plan contained in the Plans. Builder shall be solely responsible for any additional grading work on the Lots beyond that reflected in the Plans, including any over-excavation work determined to be necessary by Builder in its sole discretion in connection with Builder’s plans to construct residences on the Lots (the “Builder Over-Ex Work”). By its execution of this Agreement, Builder is notifying the Parties hereto that it has elected to perform Builder Over-Ex Work. The Construction Schedule shall include a completion date for Builder’s Builder Over-Ex Work (each, an “Over-Ex Completion Date”). Subject to an Uncontrollable Event (as hereinafter defined), Builder shall complete its Builder Over-Ex Work on or before the applicable Over-Ex Completion Date, and upon completion, shall deliver to Developer written notice of such completion. If Builder has failed to complete its Builder Over-Ex Work by the applicable Over-Ex Completion Date, Builder shall be in default, and Constructing Parties shall send a written notice of such default, in which event Builder shall have an additional 45 days following such notice to complete the same. If Builder has failed to complete its Builder Over-Ex Work by the applicable Over-Ex Completion Date, as extended, then each Constructing Party shall proceed to complete its Improvements without further delay, and without any liability to the defaulting Builder for any increased costs that Builder may incur by having to complete its Builder Over-Ex Work at a later date. If Constructing Parties have to do any additional work as a result of any Builder Over-Ex Work not being timely completed, then Builder shall be responsible to reimburse Constructing Parties for their actual, out of pocket, additional costs resulting directly from such default, as evidenced by third party invoices or change orders, including but not limited to, regrading costs necessary to permit Constructing Parties to complete the Improvements. Builder and Constructing Parties shall cooperate with each other to ensure the least amount of conflict between the activities being conducted by Constructing Parties and Builder to complete the Improvements and Builder’s completion of the Builder Over-Ex Work. Such cooperation may, at the sole discretion of the applicable Parties, include obtaining bids from one or more soils contractors and coordinating the Builder Over-Ex Work and other grading work with one or more soils contractors.

4.3 Contracts for Work. Constructing Parties or affiliates and contractors of Constructing Parties shall contract for all of the work and materials comprising the Improvements. Constructing Parties shall have the right to bid, pursue, negotiate, agree to and execute contracts and agreements with Service Providers for the work and materials comprising the Improvements (each a “Contract” and collectively, the “Contracts”); provided that each Contract shall comply with the requirement set forth in Exhibit D and Exhibit E hereto as applicable. Constructing Parties may update and modify the Contracts on their own initiative or as part of negotiations with the Service Providers, provided that any such update or modifications shall not materially adversely impact the applicable Construction Schedule or the rights, obligations, costs, or remedies of Builder hereunder or with respect to the Improvements. As soon as practicable after the Effective Date, Constructing Parties shall deliver a copy of each Contract to Builder, and as soon as practicable after execution of any update or modification to a Contract, Constructing Parties shall deliver copies thereof to Builder.

4.4 Commencement and Completion Dates. Constructing Parties shall cause construction of the Improvements to be commenced and completed as follows:

4.4.1 Commencement; Construction Schedule; Completion. The Constructing Parties will construct the Improvements in phases. The “Phase 2 Improvements” shall mean the dry utilities and public tract landscaping. The “Phase 1 Improvements” shall mean all other

Improvements, other than the Phase 2 Improvements. Subject to an Uncontrollable Event, (a) no later than 30 days following the Effective Date, Developer shall submit its applications and deposit required funds with the applicable utility providers for such utility providers to commence design of the dry utilities portion of the Improvements, (b) the applicable Constructing Party or Substitute Constructing Party (as hereinafter defined) shall commence and complete each component of the Improvements in accordance with the construction schedule set forth on **Exhibit F** attached hereto (the “Construction Schedule”), and shall act with due diligence to cause Final Completion of the Improvements to occur on or before the deadline therefor as set forth in the Construction Schedule (the “Final Completion Deadline”), and (c) no later than 12 weeks prior to the installation of concrete in areas of the Project impacted by the installation of dry utilities portion of the Improvements, Developer shall send written notice to the applicable utility providers requesting a preconstruction meeting between Developer and the utility providers to occur prior to concrete installation. Notwithstanding the foregoing, in the event that the Substitute Constructing Party takes over the construction of any portion of the Improvements as contemplated by Section 4.6 below, the Construction Schedule (including any milestone or delivery dates set forth therein) shall be equitably adjusted by the Substitute Constructing Party to provide the Substitute Constructing Party a reasonable amount of additional time to achieve Final Completion of the Improvements.

4.4.2 Force Majeure. Notwithstanding any contrary provision of this Agreement, the completion dates and all interim milestones (if any) set forth on the Construction Schedule, the Final Completion Deadlines, and the time for performance of other obligations of Constructing Parties under the Construction Schedule or this Agreement shall be extended by a period of time equal to any period that such performance or progress in construction of the Improvements is delayed due to any of the following: (a) any Dispute (as hereinafter defined); (b) delays by Builder in completing its Builder Over-Ex Work that adversely impact the ability of Constructing Parties to complete grading work or any portion of the Improvements; (c) failure of Builder to act; (d) failure of in any Approving Authority to act; or (e) pandemic, closures mandated by governmental authorities, strike, riot, act of war, act of terrorism, act of violence, act of God, or any other act, occurrence or non-occurrence beyond the reasonable control of Constructing Parties, notice of which has been provided to Builder within 30 days after the conclusion of the occurrence thereof (each, an “Uncontrollable Event”). Notwithstanding the foregoing, delay caused by a failure to pay amounts owed by a Constructing Party or Substitute Constructing Party under this Agreement or that are otherwise due and payable by such party relating to this Agreement or the Improvements, including, without limitation, amounts owed to Service Providers, shall not constitute an Uncontrollable Event, unless such delay is caused by the failure of Builder to timely perform its obligations under this Agreement, and in no event shall a deadline for performance be extended more than 180 days as a result of an Uncontrollable Event unless such delay is caused by a Builder delay as described in (b) or (c) above.

4.5 Final Completion.

4.5.1 Definition of Final Completion – Phase 1 Improvements. “Final Completion” of the Phase 1 Improvements (or applicable component thereof) shall be deemed to have occurred when all of the following have occurred with respect to the Phase 1 Improvements (or applicable component thereof):

(a) Constructing Parties have completed or corrected all punchlist items provided by the Approving Authorities and Builder affecting the Phase 1 Improvements (or applicable component thereof) in accordance with Section 4.5.23 below, and all warranty security required by the applicable Approving Authority has been posted;

(b) The Phase 1 Improvements shall comply with the terms of the SIA. The Phase 1 Improvements (or applicable component thereof) shall comply with the Construction Standard, including satisfaction of the Finished Lot Standard. In all events, the Phase 1 Improvements shall be sufficiently complete so that Builder is not precluded from obtaining from the Approving Authorities building permits for homes constructed, or to be constructed, on any Lots solely as a result of such Phase 1 Improvements (or applicable component thereof) not being complete;

(c) Any Phase 1 Improvements (or applicable component thereof) that are intended to be dedicated to an Approving Authority shall have been inspected and preliminarily accepted by the applicable Approving Authority (subject to completion of any final punchlist items provided by an Approving Authority and the Government Warranty Period (as defined below)); and

(d) No mechanics' or materialmen's liens or notices of claim shall have then been filed against the Lots with respect to the Phase 1 Improvements (except to the extent that any such liens or claims have been released or bonded-over in accordance with applicable law) and unconditional final lien or claim waivers have been obtained from the Service Providers that constructed the Phase 1 Improvements (or applicable portion thereof); provided, however, that a conditional final lien or claim waiver shall suffice if the Constructing Parties can demonstrate with reasonable documentation that final payment has been made to the Service Providers in the amount set forth on such final conditional lien or claim waiver. Notwithstanding the foregoing, in the event that a verified statement of claim is filed by any Service Providers pursuant to C.R.S. § 38-26-107, this Section 4.5.1(d) will be deemed satisfied if the Constructing Parties can reasonably demonstrate compliance with either: (i) the withholding requirements of C.R.S. § 38-26-107(2) or (3), as applicable; (ii) the failure of the claimant to commence an action within 90 days following the date fixed for final settlement as published; or (iii) the approval of a substitute corporate surety bond or any other undertaking that may be acceptable to a judge of the district court of the county where the contract is being performed or of the county where the office in which the verified statement of claim is located.

4.5.2 Definition of Final Completion – Phase 2 Improvements. “Final Completion” of the Phase 2 Improvements (or applicable component thereof) shall be deemed to have occurred when Developer delivers written notice to Builder that (a) the applicable utility provider has completed the installation of the dry utilities, (b) the public tract landscaping has been completed in accordance with the landscape portion of the Plans, and (c) Builder is able to obtain from the Approving Authorities certificates of occupancy for homes properly constructed on the Lots.

4.5.3 Flood Zone Lots. Builder acknowledges that notwithstanding anything to the contrary contained herein, the Flood Zone Lots will not be eligible for building permits or certificates of occupancy until such time as the applicable Approving Authority issues Letters of

Map Revisions to change the Flood Zone Lots to FEMA flood zone X or no FEMA flood zone designation.

4.5.4 Inspection.

(a) Notice to Builder. The applicable Constructing Party shall notify Builder prior to Final Completion of the Phase 1 Improvements (or applicable component thereof), with the date(s) and time(s) the Approving Authorities will inspect such Phase 1 Improvements (or applicable component thereof). Within 10 business days after receipt by Builder of such notice from the Constructing Party, Constructing Party and Builder shall jointly inspect the Phase 1 Improvements (or applicable component thereof) and produce a punchlist (the “Builder Punchlist”); provided, however, that such punchlist may only include incomplete items shown as incomplete, damaged or defective on the Lot Turnover Checklist attached hereto as Exhibit G, and Builder may only object to items affecting the Lots. If the Parties are unable to agree upon a punchlist within five days after the joint inspection described above, then any dispute related to such punchlist shall be submitted to arbitration in accordance with Section 6.6 below. Builder shall have the right to be present at all inspections by the Approving Authorities. Constructing Party shall provide Builder with copies of any inspection reports or punchlists received from the Approving Authorities in connection with the inspection of the Phase 1 Improvements, and the applicable Constructing Party shall be responsible to correct punchlist items from the Approving Authorities and items set forth on the Builder Punchlist. If an Approving Authority grants preliminary approval to any of the Phase 1 Improvements that it will accept for maintenance, it shall conclusively be presumed that such Phase 1 Improvement was completed in accordance with the Construction Standard, subject to completion of the Builder Punchlist and the punchlist items provided by any Approving Authority.

(b) Correction of Punchlist Items. The applicable Constructing Party shall cause any punchlist items to be corrected within the time required by Broomfield or other applicable Approving Authorities, or such shorter time as may be required pursuant to the applicable Construction Schedule.

(c) Interim Inspections. Upon reasonable prior notice, Builder shall have the right to inspect the construction of the Phase 1 Improvements; provided, however, such inspection shall be (i) at the sole risk of Builder, (ii) such inspection shall be non-invasive and shall be performed in a manner that does not interfere with or result in a delay in the construction of the Phase 1 Improvements, and (iii) Builder shall indemnify the applicable Constructing Party for any damage resulting from Builder’s inspection.

(d) Removal of Equipment and Maintenance of the Property. Each Constructing Party shall keep the Lots and the adjacent area reasonably free from accumulation of waste materials and rubbish caused by such Constructing Party’s operations under this Agreement. Following Final Completion of the Improvements, each Constructing Party shall remove from the applicable Lots all remaining waste materials, rubbish, and any tools, construction equipment, machinery and surplus materials.

4.6 Delay Damages. If a Constructing Party fails to achieve Final Completion of the Phase 1 Improvements by the date that is 14 months following the commencement date for such Phase 1 Improvements set forth on the Construction Schedule (the “Phase 1 Completion”

Deadline”), Developer shall pay Builder delay damages in the amount of \$3,205.00 (or such prorated portion thereof based on the number of applicable Lots for which Final Completion of the Phase 1 Improvements has not been satisfied) (“LD Amount”) for each day of delay commencing on the next day following the Phase 1 Completion Deadline and continuing until Final Completion of the Phase 1 Improvements for all of the Lots. In addition, Developer shall pay Builder the LD Amount for each day that Developer fails to satisfy its obligations following the deadlines contained in Section 4.4.1(a) or Section 4.4.1(c). Builder acknowledges that the Final Completion of the Phase 2 Improvements will occur after the Phase 1 Completion Deadline and agrees that the Phase 2 Improvements are excluded from the delay damages provided herein.

4.7 Self-Help Remedy.

4.7.1 Notice of Default. If a Constructing Party: (a) breaches its obligation under this Agreement to complete or cause the completion of any Improvement in accordance with the SIA, the Plans, or the Finished Lot Standard (as applicable), or the applicable Construction Schedule (as extended by any Uncontrollable Event); (b) otherwise breaches any material obligation under this Agreement; (c) fails to comply with any material provision of its Contracts with Service Providers beyond any applicable express notice or cure periods; or (d) files a petition for relief in bankruptcy or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due (each a “Bankruptcy Event”), then the Designated Builder (as hereafter defined) may deliver written notice of the breach to such Constructing Party (a “Notice of Default”). Each of the events set forth in Subsections (a) through (d) inclusive of the preceding sentence shall be herein referred to as a “Constructing Party Default.” For any Constructing Party Default other than a Bankruptcy Event, the Constructing Party shall have 30 days after Constructing Party’s receipt of the Notice of Default from the Designated Builder to cure the Constructing Party Default (the “Cure Period”); provided, however, if the nature of the Constructing Party Default is such that it cannot reasonably be cured within 30 days, the Cure Period shall be deemed extended for a reasonable period of time (not to exceed an additional 60 days) so long as Constructing Party commenced in good faith and with due diligence to cause such Constructing Party Default to be remedied. If Constructing Party does not cause the cure of the Constructing Party Default within the Cure Period (as may be extended pursuant to the preceding sentence, and subject to Uncontrollable Events), or if a Bankruptcy Event occurs (either, an “Event of Default”), then the Designated Builder may provide written notice to the applicable Constructing Party of its election (the “Assumption Notice”) to be designated as the substitute constructing party (“Substitute Constructing Party”), in which event Substitute Constructing Party will assume and take over the construction of the applicable Improvements. The Substitute Constructing Party shall be entitled to an administrative fee in an amount equal to 5% of the remaining Costs (as hereinafter defined) actually paid, and the applicable Construction Schedule (including any milestone or delivery dates set forth therein) shall be equitably adjusted by the Substitute Constructing Party to provide the Substitute Constructing Party a reasonable amount of additional time to achieve Final Completion of the applicable Improvements following the Event of Default by Constructing Party. Except for change orders signed by Substitute Constructing Party that increases the construction cost over the Budgeted Costs (as hereinafter defined) solely for the purpose of accommodating a plan change requested by Substitute Constructing Party, Substitute Constructing Party shall not be responsible for the payment of any Cost Overruns (as defined below), which Cost Overruns shall remain the sole responsibility of Developer or the Metropolitan District, as applicable. Builder shall have the right to assume and take over the construction of the applicable Improvements (and thereby become the Substitute Constructing Party)

by delivering an Assumption Notice to each Constructing Party within 30 days following the Assumption Notice Delivery Deadline. If Builder does not deliver an Assumption Notice within 30 days following the Assumption Notice Delivery Deadline, then Builder shall be deemed to have waived its rights pursuant to this Section 4.6 with respect to the applicable Event of Default by Constructing Party.

4.7.2 Assumption Right. Subject to any rights of the Approving Authorities and applicable utility providers, if the Builder delivers an Assumption Notice, then: (i) Constructing Parties shall cooperate to allow the Substitute Constructing Party to take over and complete the applicable incomplete Improvements, including the execution and delivery to the Substitute Constructing Party of such agreements, documents or instruments as may be reasonably necessary to assign to the Substitute Constructing Party all Contracts with third parties pertaining to the applicable Improvements; (ii) the Substitute Constructing Party shall have all rights of the Constructing Party to complete the applicable Improvements under such Contracts and shall be entitled to offset sums expended by the Substitute Constructing Party to complete the applicable Improvements against the Deferred Payment; (iii) except for change orders signed by Substitute Constructing Party that increases the construction cost over the Budgeted Costs solely for the purpose of accommodating a plan change requested by Substitute Constructing Party, Developer and the Metropolitan District shall remain responsible for all Cost Overruns, which shall include Builder's cost to obtain bonds and financial assurances with respect to its role as Substitute Constructing Party; (iv) Constructing Party (including Developer, if applicable) shall be relieved of all further obligations under this Agreement with respect to the completion of the incomplete Improvements subsequent to the date of the Assumption Notice, except that Constructing Party (including Developer, if applicable) shall be responsible for any defect or other claim relating to the work performed in constructing the applicable Improvements prior to the date of such assumption, and shall remain responsible for any bond or financial assurances, if required by the City, for such work performed prior to the date of the Assumption Notice, the cost of warranty work related to Improvements installed by such Constructing Party; (v) Constructing Party (including Developer, if applicable) shall remain liable for (a) breach of this Agreement and its acts, omissions, negligence and willful misconduct, and (b) any indemnification obligations specified herein incurred prior to the date of such assumption; and (vi) Substitute Constructing Party shall at all times operate in good faith to minimize any Cost Overruns. If following the delivery of an Assumption Notice by either Designated Builder or another Builder, there is an uncured Event of Default by the Substitute Constructing Party, then another Builder shall have the right to assume and take over the construction of the applicable Improvements (and thereby become the Substitute Constructing Party) by delivering an Assumption Notice to Developer and the Substitute Constructing Party.

4.7.3 Role of Substitute Constructing Party; Liability. In the event the Builder as the Substitute Constructing Party takes over the construction of the Improvements, or any portion thereof, as contemplated by Section 4.6 of this Agreement, Substitute Constructing Party's assumption of the construction of such Improvements is done only as an accommodation to the Parties and that, except as expressly set forth in this Agreement, Substitute Constructing Party shall have no responsibility, liability or obligation with respect to (and the Parties hereby covenant not to sue Substitute Constructing Party for, and hereby release the Substitute Constructing Party from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the Improvements, any damage, loss or injury to any of the parties or otherwise related to any action or inaction of Substitute Constructing Party in connection with this Agreement, or any defect in the

materials or workmanship pertaining to the Improvements, except for any Substitute Constructing Party Covered Liability (as hereinafter defined). “Substitute Constructing Party Covered Liability” means the following matters for which Substitute Constructing Party shall be liable to the other Parties in connection with its performance as Substitute Constructing Party hereunder: (a) any damage, loss or injury arising from the willful misconduct, bad faith, or illegal acts of the Substitute Constructing Party in performing or failing to perform hereunder, or (b) damage, loss or injury arising from the fraudulent conduct of Substitute Constructing Party; provided, however, that any damages to which the other Parties shall be entitled to recover for any Substitute Constructing Party Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and the other Parties shall not be entitled to recover from the Substitute Constructing Party any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Substitute Constructing Party Covered Liability. Substitute Constructing Party makes no representation or warranty with respect to the Improvements, and shall have no liability for any defect in the materials or workmanship pertaining thereto. The Parties hereby agree to look solely to the contractors engaged to construct and complete the Improvements for any contractual violation, indemnity, warranty or guarantee relating to the Improvements. Upon completion of the applicable Improvements, Substitute Constructing Party shall assign to the Parties (to the extent assignable and without any representation or warranty whatsoever), on a non-exclusive basis, the contractual rights received from the contractors that construct or complete any portion of the Improvements, including, without limitation, all rights related to any indemnities, guaranties and/or warranties received from such contractors.

4.8 Warranty Periods

4.8.1 Government Warranty Period. The Approving Authorities may require a warranty period after the Final Completion of the Improvements (a “Government Warranty Period”). In the event defects in the Improvements to which a governmental warranty applies become apparent during the Government Warranty Period, then the applicable Constructing Party shall coordinate the repairs with the applicable Approving Authorities and cause the Service Provider(s) who performed the work or supplied the materials in which the defect(s) appear to complete such repairs or, if such Service Providers fail to correct such defects, otherwise cause such defects to be repaired to the satisfaction of the Approving Authorities. Any costs and expenses incurred in connection with any repairs or warranty work performed during the Government Warranty Period (including, but not limited to, any costs or expenses incurred to enforce any warranties against any Service Providers) shall be borne by the Metropolitan District or Developer, as applicable, and shall be included in Cost Overruns, unless such defect or damage was caused by Builder or its contractors, subcontractors, employees, or agents, in which event such Builder shall pay all such costs and expenses to the extent caused by such Builder or its contractors, subcontractors, employees, or agents.

4.8.2 Non-Government Warranty Period. Developer warrants (“Non-Government Warranty”) to Builder that each Improvement to which a Governmental Warranty Period does not apply shall have been constructed in accordance with the SIA or Construction Standard, as applicable, for one year from the date of Final Completion of the Improvements (the “Non-Government Warranty Period”). If Builder delivers written notice to Developer of breach of the Non-Government Warranty during the Non-Government Warranty Period, then Developer shall coordinate the corrections with Builder and cause the Service Provider(s) who performed the applicable work or supplied the applicable materials to complete such corrections or, if such Service Providers fail to make such corrections, otherwise cause such corrections to be made to the reasonable

satisfaction of Builder. Any costs and expenses incurred in connection with a breach of the Non-Government Warranty shall be borne by the Metropolitan District or Developer, as applicable (including, but not limited to, any costs or expenses incurred to enforce any warranties against Service Providers), and shall be included in Cost Overruns, unless such breach was caused by Builder or its respective contractors, subcontractors, employees, or agents, in which event the applicable Builder shall pay all such costs and expenses to the extent caused by that Builder or its contractors, subcontractors, employees, or agents.

4.9 License for Construction. Builder hereby grants to Constructing Parties or the Substitute Constructing Party (as applicable) and the Service Providers a temporary, non-exclusive license to enter upon such Lots as reasonably necessary for the installation of the Improvements, rough grading of the Lots, stubbing of utilities and/or the performance of each Constructing Party's (or Substitute Constructing Party's, as applicable) responsibilities under this Agreement. Builder further agrees to grant such separate written rights of entry and/or licenses in or upon such Lots as may be reasonably necessary for installation of the Improvements, rough grading of the Lots and stubbing of utilities. No rights of entry and/or licenses over any Lots may be exercised in any fashion that would unreasonably interfere with or adversely impact development of such Lots by the applicable Builder. The rights under this Section or any instruments delivered hereunder shall terminate in their entirety upon the expiration of all Government Warranty Periods, and shall terminate with respect to any individual Lot upon the commencement of construction of a residence thereon as evidenced by the issuance of a building permit for the residence on such Lot.

4.10 Liens. Constructing Parties shall pay, cause to be paid, when legally due, bond-over, or otherwise obtain the release of all liens and claims for labor and/or materials furnished to the Lots pursuant to this Agreement to prevent, remove, or release the filing or recording by any third party of any mechanics', materialmen's or other lien, or any attachments, levies or garnishments (collectively "Liens") affecting title to the Improvements. Constructing Parties will, within 20 days after written notice from any Builder or after Constructing Parties otherwise become aware of such Liens, commence such legal action as necessary to terminate the effect of any Liens by filing or recording an appropriate release, bond, or other undertaking if so requested by such Builder. If Builder requests a Constructing Party to file and obtain any such release or bond and Constructing Party fails to commence such legal action as necessary to do so within 20 days of such request, such Builder may obtain such bond or secure such release on behalf of Constructing Party, and Constructing Party shall reimburse Builder for all costs and fees related thereto within 10 days after receipt of written request therefor.

5. Costs of Improvements.

5.1 Definition of Costs. As used herein, the term "Costs" shall mean all hard and soft costs incurred in connection with the design (including all engineering expenses), construction and installation of the Improvements, including, but not limited to, costs of labor, materials and suppliers, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees for the Improvements, engineering services required to obtain a permit for and complete the Improvements, costs of compliance with all applicable laws, costs of insurance required by this Agreement, costs of any financial assurances, any corrections, changes or additions to work required by the Approving Authorities or necessitated by site conditions, municipal, state and county taxes

imposed in connection with construction of the Improvements, any warranty work, and any other costs incurred in connection with the performance of the obligations of Constructing Parties or the Substitute Constructing Party (as applicable) hereunder to complete the Improvements.

6. Arbitration of Disputes. Any question, dispute, claim or controversy arising under or in connection with this Agreement on which the Parties cannot agree (a “Dispute”) shall be resolved by mandatory arbitration in accordance with the Arbitration Rules for the Construction Industry of the American Arbitration Association currently in effect (the “Rules”), in accordance with and subject to the following provisions:

6.1 Dispute Notice. If any Party believes that a Dispute exists, it may notify the other Parties thereof, which notice (a “Dispute Notice”) shall identify the Dispute. As promptly as practicable, and in any event within five days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

6.2 Appointment of Arbitrator. A single arbitrator at the Denver, Colorado office of the Judicial Arbitrator Group shall be the Arbitrator; provided, however, that the individual selected must be recognized in the Denver metropolitan area as having competence in the subject matter of the Dispute, and except as stated in Section 6.6 shall be admitted to practice law in the State of Colorado and shall be experienced in real estate and construction matters. If the affected Parties are unable to agree upon the Arbitrator, then, within 10 days after notice by any affected Party to the others, the affected Constructing Party(ies) shall appoint one Arbitrator at the Judicial Arbitrator Group and Builder, collectively, shall appoint one Arbitrator at the Judicial Arbitrator, and the appointed arbitrators shall select one Arbitrator to hear the Dispute. The term “Arbitrator” as used herein shall mean and refer to the single arbitrator selected pursuant to this Section.

6.3 Conduct of Arbitration. All Parties having a claim relating to the same or substantially the same subject matter shall participate in the same arbitration proceeding to allow the resolution of all claims among all such Parties in a single proceeding. The arbitration proceeding shall be conducted in Denver, Colorado, or at such other location as shall be agreed to in writing by all affected Parties. The arbitration process shall generally be conducted by the designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the affected Parties, the Arbitrator will conduct an arbitration hearing at which such Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party(ies). The proceedings at the arbitration hearing shall, unless waived by the affected Parties, be conducted under oath and before a court reporter. The Parties shall cooperate in good faith to permit, and the Arbitrator shall render, a decision in the arbitration proceeding within 20 days following the appointment of the Arbitrator. The Parties shall also endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party’s position on each Dispute. In addition, the Arbitrator shall require the non-prevailing Party(ies) to pay all reasonable costs and fees, including attorneys’ fees, of the prevailing Party(ies) and costs and fees of the Arbitrator.

6.4 Standards of Conduct. The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the

integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either *ex parte* or outside of the contacts and communications contemplated by this Section 6, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

6.5 Decision. The decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud, and the prevailing Party(ies) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

6.6 Disputes Related to Material Changes and Punchlist Items. Notwithstanding anything to the contrary herein, disputes related to Material Changes or any punchlist item (“Expedited Disputes”) shall all be resolved by an independent, impartial third party qualified to resolve such disputes as determined by the Parties involved in the Expedited Dispute (“Informal Arbitrator”). If such Parties cannot agree on an Informal Arbitrator, then the Constructing Party(ies) involved shall select one registered engineer and Builder shall select one registered engineer and the engineers so selected by such Parties shall promptly select an independent, impartial third party qualified to act as the Informal Arbitrator and resolve the Expedited Dispute. Within five business days after an involved Party delivers a Dispute Notice, the affected Constructing Party and Builder, collectively, shall deliver to the Informal Arbitrator a written statement of how such Party believes the Expedited Dispute should be resolved, together with reasonable supporting documentation of such position (“Resolution Notice”). Within 10 business days after receipt of Resolution Notices from both such Parties, the Informal Arbitrator shall approve one of the Parties’ Resolution Notice and shall deliver written notice of such approval to each Party. The decision of the Informal Arbitrator shall be binding on all Parties with respect to the applicable Expedited Dispute. All Parties shall timely cooperate with the Informal Arbitrator in rendering his or her decision. The Party that is not the prevailing party in the resolution of the Expedited Dispute shall promptly pay the Informal Arbitrator’s fee and the prevailing party’s fees and costs, including reasonable attorneys’ fees incurred in the resolution of any Expedited Dispute. The Parties acknowledge that there is a benefit to the Parties in having work done as expeditiously as possible and that there is a need for a streamlined method of making decisions described in this Section so that work is not delayed.

7. Progress Meetings. From and after the date of this Agreement and until Final Completion of the Phase 1 Improvements, the Parties shall cause their designated representatives to meet within five business days following a request from a Party regarding the status of construction of the Phase 1 Improvements, scheduling and coordination issues, engineering and design issues, and other similar issues. Any Party may change its designated representative under this Agreement at any time by written notice to the other parties. The initial designated representative for each Party for the purpose of this Section shall be the individual listed on each Party’s respective signature page attached hereto.

8. Builder’s Stormwater Permit Responsibilities. Prior to Builder engaging in any construction activities upon such Lots, Builder shall obtain from the Colorado Department of Public Health, Water Quality Control Division, a Colorado Construction Stormwater Discharge Permit issued to Builder with respect to such Lots. No fewer than five business days prior to the initiation of

construction activities by Builder on any of its Lots, such Builder shall deliver a copy of at least one of the following documents to Developer:

8.1.1 Such valid Colorado Construction Stormwater Discharge Permit for the Lots;

8.1.2 A signed notice of reassignment of permit coverage (State of Colorado Form COR030000 or current equivalent), that transfers any pre-existing permit coverage for the Lots; or

8.1.3 A signed State of Colorado modification form to add the Lots if Builder has an existing site permit with the State of Colorado within the Property.

Builder shall also obtain from Broomfield a Stormwater Quality Permit issued to Builder by Broomfield for the Lots. Builder shall be responsible to obtain and maintain any State of Colorado dewatering permits if required for Builder's further construction within the Lots. If requested by Developer, Builder shall execute a Notice of Property Conveyance and Change in Responsibility for the Colorado Discharge Permit held by McWhinney Real Estate Services, Inc., a Colorado corporation, any of its affiliates, or the Metro District with respect to the Lots (the "Permit Holder"). In all cases, Builder shall obtain from the Colorado Department of Public Health & Environment Water Quality Control Division, a Notice of Property Conveyance and Change in Responsibility on a form acceptable to the Colorado Department of Public Health & Environment Water Quality Control Division executed by Builder, for the Colorado Stormwater Discharge Permit held by the Permit Holder with respect to the Lots prior to any construction by Builder on the Lots.

8.2 Constructing Parties' Stormwater Permit responsibilities. The Constructing Parties shall obtain and comply with all necessary permits related to stormwater and erosion control from all Approving Authorities, in relation to the construction, repair, and maintenance of the Improvements.

9. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given, if to the Constructing Parties, to the addresses set forth in this Section 9, and, if to Builder, to the address set forth on Builder's counterpart signature page attached hereto ("Notice Address"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at the Notice Address for such Party; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at the Notice Address for such Party; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid, to the Notice Address specified for such Party. Communications may be sent as a courtesy via electronic mail message but doing so shall not constitute official notice pursuant to this Section, and failure to send a courtesy electronic mail message shall not otherwise impact a notice or other

Communications provided under (i), (ii) or (iii) above. The Notice Address for each of the Constructing Parties is as follows:

To Developer:

NP Development, Inc.
 Attention: VP Community Development and Baseline General Manager
 2725 Rocky Mountain Avenue, Suite 200
 Loveland, CO 80538
 E-mail: kyle.harris@mcwhinney.com

with a copy to:

McWhinney Real Estate Services, Inc.
 Attention: EVP & General Counsel
 1800 Wazee St., Suite 200
 Denver, CO 80202
 E-mail: legalnotices@mcwhinney.com

with a copy to:

Brownstein Hyatt Farber Schreck, LLP
 Attention: Gregory A. Vallin and Amy J. Diaz
 675 15th Street, Suite 2900
 Denver, CO 80202-4437
 E-mail: gvallin@bhfs.com; adiaz@bhfs.com

To the Metropolitan District:

Baseline Metropolitan District No. 1
 Attention: [_____] , District Manager
 550 W. Eisenhower Blvd.
 Loveland, CO 80537
 E-Mail: [_____]

with a copy to:

Icenogle Seaver Pogue, P.C.
 Attention: Alan D. Pogue
 4725 S. Monaco Street, Ste. 360
 Denver, CO 80237
 E-mail: APogue@ISP-Law.com

10. Attorneys' Fees. Except as provided in Section 6.6, should any action be brought in connection with this Agreement, including, without limitation, actions based on contract, tort or statute, the prevailing Party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

12. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement among the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

13. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement and all other written agreements among the Parties constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by Developer, Metropolitan District and Builder. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by one of the other Parties, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Governing Law. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado.

15. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

16. Assignment; Binding Effect. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be withheld in any Party's sole and absolute discretion; provided, however, that Builder may assign, without consent, its rights under this Agreement in full, but not in part: (i) to a third party which acquires all of Lots, or (ii) to an entity that controls, is controlled by or under common control with such Builder; provided further, however that Developer approves the form of assignment, which approval shall be in Developer's reasonable discretion. Any approved assignee of a Party must agree in writing to be bound by the provisions of this Agreement and shall post adequate surety that conforms to the terms of this Agreement (*i.e.*, a new Builder Letter of Credit) to substitute for any surety previously posted by the Party assigning its rights and obligations under this Agreement. The surety of the original Party will not be released until such assignee has posted adequate substitute

surety that conforms to the terms of this Agreement, as described above. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

17. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party. Upon execution of this Agreement by Developer, Metropolitan District and Builder, Developer shall provide a fully executed copy of this Agreement to Builder for its records.

18. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

19. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

20. Number and Gender. When necessary for proper construction hereof, the singular of any word used herein shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders.

21. Remedies. In addition to any other rights and remedies under this Agreement, if any Party is in default of any of its obligations under this Agreement beyond any applicable notice or cure periods, the other Parties may avail themselves to any rights and remedies available at law and equity, but may only recover their actual, out-of-pocket damages (excluding any incidental, consequential or punitive damages) incurred as a result of such default.

22. Jury Waiver. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE PROVISIONS OF THIS AGREEMENT.

[remainder of page intentionally left blank; signature pages follow]

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

DEVELOPER:

NP DEVELOPMENT, INC.,
a Colorado corporation

By: _____
Name: _____
Title: _____

Designated Representative: Jim Niemczyk

METROPOLITAN DISTRICT:

BASELINE METROPOLITAN DISTRICT NO. 1

By: _____
Name: _____
Title: _____

Designated Representative: [_____]

[COUNTERPART SIGNATURE PAGE OF BUILDER ATTACHED HERETO]

WEEKLEY HOMES, LLC,
a Delaware limited liability company,
d/b/a David Weekley Homes

By: _____
Name: _____
Title: _____

Designated Representative: [_____]

The Lots:

Single-Family Detached Lots and Single-Family Attached Lots:

Lots 1 through 16, inclusive, Block 1
Lots 1 through 16, inclusive, Block 2
Lots 1 through 15, inclusive, Block 3
Lots 1 through 14, inclusive, Block 4
Lots 1 through 16, inclusive, Block 5
Lots 1 through 22, inclusive, Block 6
Lots 1 through 6, inclusive, Block 7
Lots 1 through 16, inclusive, Block 8
Lots 1 through 10, inclusive, Block 9
Lots 1 through 8, inclusive, Block 10

NORTH PARK FILING NO. 2 REPLAT F, recorded May 16, 2022 under
Reception No. 2022006115,

City and County of Broomfield, State of Colorado.

Duplex Lots:

Lots 1 through 42, inclusive, Block 1
Lots 1 through 58, inclusive, Block 2

NORTH PARK FILING NO. 2 REPLAT G, recorded May 16, 2022 under
Reception No. 2022006117,

City and County of Broomfield, State of Colorado.

Builder's Notice Address:

To Builder, *if the notice is a default notice:*

Weekley Homes, LLC
 1111 N. Post Oak Road
 Houston, TX 77055
 Attention: John Johnson, President and CEO
 Telephone: 713-963-0500
 E-mail: JJohnson@dwhomes.com

with a copy to:

Weekley Homes, LLC
 1111 N. Post Oak Road
 Houston, TX 77055
 Attention: John Burchfield, General Counsel
 Telephone: 713-963-0500
 E-mail: JBurchfield@dwhomes.com

To Builder, *for all notices:*

Weekley Homes, LLC
 9025 E. Kenyon Ave, Suite 300
 Denver, CO 80237
 Attention: Mike Foster
 Telephone: 720-838-2195
 E-mail: MFoster@dwhomes.com

Weekley Homes, LLC
 9025 E. Kenyon Ave, #300
 Denver, CO 80237
 Attention: David Lee, Land Acquisition Manager
 Telephone: 720-382-1942
 Email: dlee@dwhomes.com

with a copy to:

Weekley Homes, LLC
 9025 E. Kenyon Ave, Suite 300
 Denver, CO 80237
 Attention: John Mosesso, Area General Counsel
 Telephone: 720-382-5903
 E-mail: JMosesso@dwhomes.com

Weekley Homes, LLC
9025 E. Kenyon Ave, Suite 300
Denver, CO 80237
Attention: Christy Fink, Legal Assistant
Telephone: 720-838-2196
E-mail: CFink@dwhomes.com

List of Exhibits

Exhibit A:	Finished Lot Standard
Exhibit B-1:	Depiction of Flood Zone Lots
Exhibit B-2:	Legal Description of Flood Zone Lots
Exhibit C:	Insurance Requirements
Exhibit D:	Requirements for Public Contracts
Exhibit E:	Requirement for Private Contracts
Exhibit F:	Construction Schedule
Exhibit G:	Lot Turnover Checklist
Exhibit H:	Improvements Budget

Exhibit A
to
Post-Closing Development Agreement

FINISHED LOT STANDARD

“Finished Lot Standard” means, without limitation, the following improvements on, to or with respect to the Lots, offsite in connection with the Lots, or in public streets or tracts in the locations as required by all Approving Authorities and utility providers, and substantially in accordance with the Plans so that the Lot is eligible for the issuance of a building permit therefore for the construction of Builder’s intended homes and thereafter the issuance of a certificate of occupancy upon completion of such homes thereon, and all other work as specifically provided below:

- (a) overlot grading together with corner pins for the Lot installed in place, graded in accordance with the approved grading plans contained in the Plans;
- (b) water and sanitary sewer mains and other required installations in connection therewith identified in the Plans, including required valve boxes and meter pits, substantially in accordance with the Plans approved by the Approving Authorities, together with appropriate markers;
- (c) sanitary sewer service stubs connected to the foregoing sanitary sewer mains, installed into each respective Lot to under and extending past the location of the sidewalk on that lot, together with appropriate markers of the ends of such stubs;
- (d) water service stubs connected to the foregoing water mains installed into each Lot to under and extending past the sidewalk on that Lot, together with appropriate markers of the ends of such stubs;
- (e) storm sewer mains, inlets and other associated storm drainage improvements pertaining to the Lots in the public streets as shown on the Plans;
- (f) gas lines installed in an easement on or adjacent to all of the Lots;
- (g) electric lines installed in an easement on or adjacent to all of the Lots;
- (h) telephone and cable lines, and transformers and pedestals related to the same, to service all of the Lots installed in the public street adjacent to each Lot or in an easement on or adjacent to such Lot;
- (i) curb, gutter, asphalt, sidewalks, street striping, street signage, street lights, traffic signs and traffic signals (if any are required by the Approving Authorities), in the private and/or public streets as shown on the Plans;
- (j) lot fill in compliance with the geotechnical engineer’s recommendation, and with respect to any filled area or compacted area, overlot grading completed in conformance with the Approving Authorities approved grading plans within a 0.2’ tolerance of the approved grading plans;
- (k) all storm water management and temporary sediment control facilities necessary to service the Lots; and

- (1) all other improvements that may be required by the Approving Authorities pursuant to the Plans, to be installed in order for Builder to obtain building permits for the construction of homes on the Lots after proper application and payment of fees therefor by Builder, and, after the due and proper completion of such homes, certificates of occupancy therefor.

Exhibit B-1
to
Post-Closing Development Agreement

DEPICTION OF FLOOD ZONE LOTS

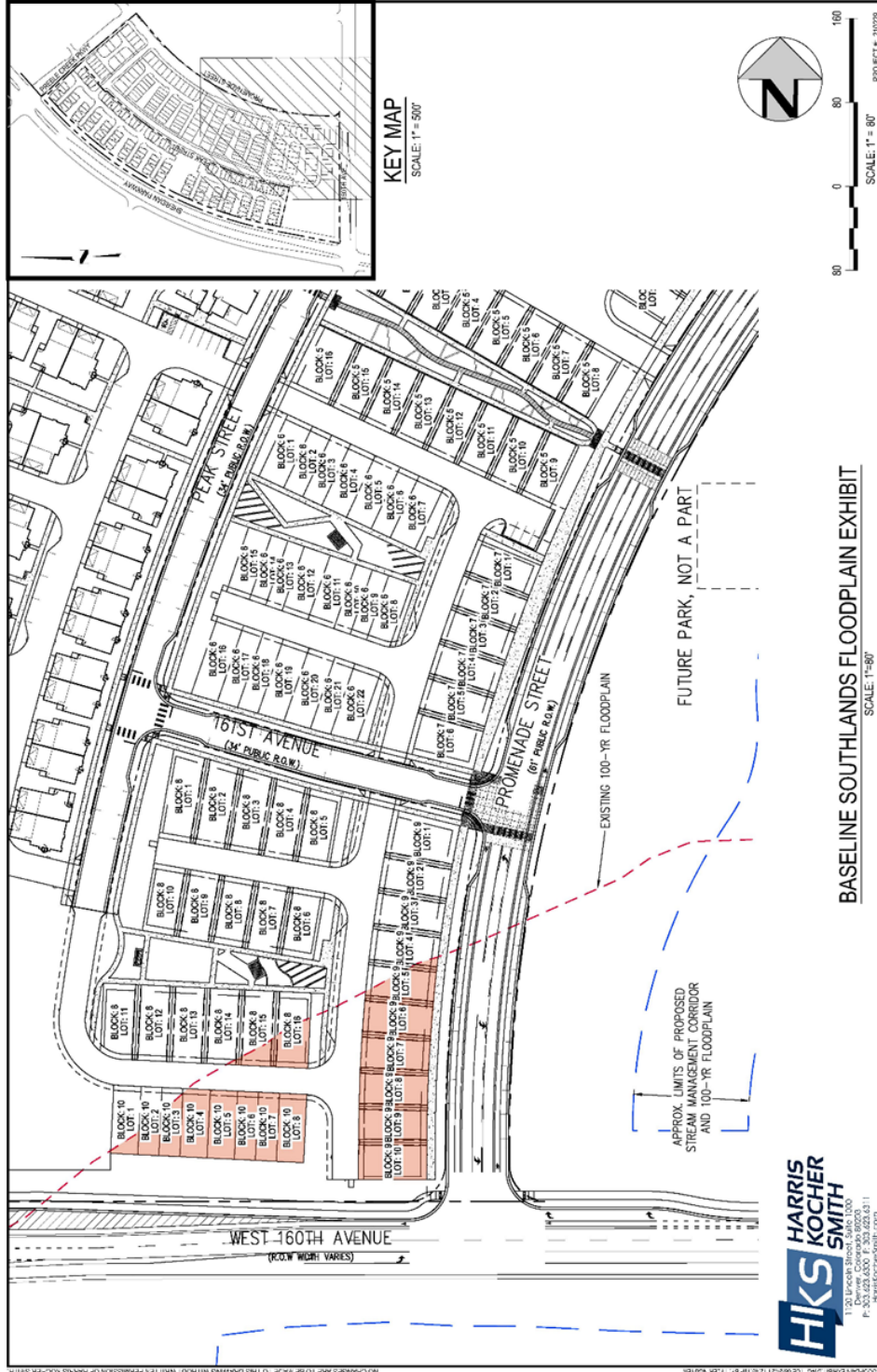


Exhibit B-2
to
Post-Closing Development Agreement

LEGAL DESCRIPTION OF FLOOD ZONE LOTS

Lots 14 through 16, Inclusive, Block 8
Lots 4 through 10, Inclusive, Block 9
Lots 1 through 8, inclusive, Block 10

North Park Filing No. 2 Replat F, recorded in the real property records of the Clerk and Recorder for Broomfield.

Exhibit C
to
Post-Closing Development Agreement

INSURANCE REQUIREMENTS

Constructing Parties or the Substitute Constructing Party (as applicable) shall maintain the amounts and types of insurance described below and shall cause the Service Providers to maintain such coverages from insurance companies licensed to do business in the State of Colorado having a Best's Insurance Report Rating of A/VI or better covering the risks described below:

A. Commercial General Liability Insurance (including premises, operations, products, completed operations, and contractual liability coverages) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) personal injury and advertising injury, and Two Million Dollars (\$2,000,000.00) General Aggregate.

B. Excess/Umbrella Liability Insurance, applying in excess of the Constructing Parties' or Substitute Constructing Party's (as applicable) General Liability, Automobile Liability, and Employer's Liability coverages, with a minimum limit of \$2,000,000 for each occurrence and annual aggregate. All coverage terms required of the Constructing Parties' or Substitute Constructing Party's (as applicable) General Liability, Automobile Liability, and Employer's Liability coverages shall also apply to this required Excess/Umbrella Liability policy.

C. Automobile Liability Insurance for all motor vehicles operated by or for Constructing Party or Substitute Constructing Party, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of One Million Dollars (\$1,000,000.00) for each occurrence.

D. Workers Compensation Insurance for all employees of Constructing Party or Substitute Constructing Party as required by law, to cover the applicable statutory limits in the State of Colorado and employer's liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury by accident (each accident) and One Million Dollars (\$1,000,000.00) for bodily injury by disease (each employee).

E. With respect to Service Providers that provide professional services (e.g., engineers), professional liability insurance, including prior acts coverage sufficient to cover any and all claims arising out of the services, or a retroactive date no later than the date of commencement of the services, with limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. The professional liability insurance shall be maintained continuously during the term of the Agreement and so long as the insurance is commercially reasonably available, for a period not less than the Government Warranty Period. The professional liability insurance required by this paragraph shall not contain any exclusions or limitations applicable to residential projects.

The following general requirements shall apply to all insurance policies described in this Exhibit.

1. All liability insurance policies, except workers compensation insurance, shall be written on an occurrence basis.
2. All insurance policies required hereunder except Workers Compensation and Employers Liability shall: (i) name the Parties as “additional insureds” utilizing an ACORD form or equivalent acceptable to Constructing Party or Substitute Constructing Party (as applicable), excluding, however, insurance policies of Service Providers who provide professional services whose insurance policies do not permit the designation of additional insureds; (ii) be issued by an insurer authorized in the State of Colorado; and (iii) provide that such policies shall not be canceled or not renewed, nor shall any material change be made to the policy without at least thirty (30) days’ prior written notice to the Parties. Each additional insured endorsement (or each policy, by reasonably acceptable endorsement) shall contain a primary insurance clause providing that the coverage afforded to the additional insureds is primary and that any other insurance or self-insurance available to any of the additional insureds is non-contributing. A waiver of subrogation endorsement for the workers’ compensation coverage shall be provided in favor of the Parties.
3. The liability insurance policies shall provide that such insurance shall be primary on a non-contributory basis.
4. Service Providers shall provide Constructing Party or Substitute Constructing Party (as applicable) with certificates of insurance. Upon request, Service Providers shall provide Constructing Party or Substitute Constructing Party (as applicable) copies of the endorsements evidencing the insurance coverages required by this Exhibit in the form described in Item 2 of this Exhibit, prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance. Replacement certificates and endorsements (as applicable) shall be sent to Constructing Party or Substitute Constructing Party (as applicable), as policies are renewed, replaced, or modified.
5. The foregoing insurance coverage must be maintained in force at all times during the construction of the Improvements through the date that final acceptance is granted by the applicable Approving Authority or, with respect to Improvements to which a Governmental Warranty Period does not apply, the Non-Governmental Warranty Period has expired.

Exhibit D
to
Post-Closing Development Agreement

REQUIREMENTS FOR PUBLIC CONTRACTS

REQUIREMENTS FOR PUBLIC CONTRACTS (METROPOLITAN DISTRICT)

All Contracts entered into between any Services Providers and the Metropolitan District shall:

- i. Allow for the automatic assignment, without need for further action, of all of the Metropolitan District's rights under the Contract (including, without limitation, the warranty and indemnity provisions thereof), on a non-exclusive basis, to [] (the "Builder"), in the event that Builder provides written notice to the Metropolitan District of Builder's election to assume and take over the construction of the work;
- ii. Identify the Builder as an intended third-party beneficiary of the Contract;
- iii. Require the Service Provider to name each Builder as an additional insured on all required insurance maintained by the Service Provider, except for Workers Compensation Insurance and Professional Liability Insurance, and to provide each Builder with a certificate of insurance. Upon request of Builder, Service Provider shall provide to Builder a copy of each endorsement evidencing such status as additional insured;
- iv. Require the Service Providers to provide a warranty on materials and workmanship supplied by such Service Provider for a period coterminous with the warranty period required by the governmental authority to whom the work will be dedicated, if applicable, but in no event less than one year from the date of Final Completion;
- v. Require the Service Provider to perform its work in accordance with the Construction Standard (as defined in the Post-Closing Development Agreement);
- vi. Require the Service Provider to indemnify, defend, and hold harmless the Metropolitan District and Builder from all claims and causes of action arising from the negligent acts or omissions or intentional misconduct of the Service Provider or its employees or agents;
- vii. Require retainage in an amount in compliance with Section 24-91-103(1), C.R.S.;
- viii. Provide the Metropolitan District the right, but not the obligation, to pay subcontractors and suppliers of the Service Provider directly or by joint check (to the maximum extent allowable by law); and
- ix. Provide for no limitation on remedies against the Service Provider for a default except: (i) the prohibition of recovery of punitive damages; and (ii) the Contract may provide for the recovery of either consequential damages or liquidated damages for delays.

Exhibit E
to
Post-Closing Development Agreement

REQUIREMENTS FOR PRIVATE CONTRACTS (DEVELOPER)

All Contracts entered into between any Services Providers and the Developer shall:

- i. Allow for the automatic assignment, without need for further action, of all of the Developer's rights under the Contract (including, without limitation, the warranty and indemnity provisions thereof), on a non-exclusive basis, to [_____], ("Builder"), in the event that Builder provides written notice to the Developer of Builder's election to assume and take over the construction of the work;
- ii. Identify Builder as an intended third-party beneficiary of the Contract;
- iii. Require the Service Provider to name Builder as an additional insured on all required insurance maintained by the Service Provider, except for Workers Compensation Insurance and Professional Liability Insurance, and to provide each Builder with a certificate of insurance. Upon request of Builder, Service Provider shall provide to Builder a copy of each endorsement evidencing such status as additional insured;
- iv. Require the Service Provider to provide a warranty on materials and workmanship supplied by such Service Provider for a period coterminous with the warranty period required by the governmental authority to whom the work will be dedicated, if applicable, but in no event less than one year from the date of Final Completion;
- v. Require the Service Provider to perform its work in accordance with the Construction Standard (as defined in the Post-Closing Development Agreement);
- vi. Require the Service Provider to indemnify, defend, and hold harmless the Developer and each Builder from all claims and causes of action arising from the negligent acts or omissions or intentional misconduct of the Service Provider or its employees or agents;
- vii. Require retainage in an amount of at least 10% of the amounts payable to the Service Provider, until the Service Provider has achieved Final Completion of the entire work and, if applicable, the governmental authority to whom the work will be dedicated has granted initial acceptance of the work;
- viii. Provide the Developer the right, but not the obligation, to pay subcontractors and suppliers of the Service Provider directly or by joint check; and
- ix. Provide for no limitation on remedies against the Service Provider for a default except: (i) the prohibition of recovery of punitive damages; and (ii) the Contract may provide for the recovery of either consequential damages or liquidated damages for delays.

Exhibit F
to
Post-Closing Development Agreement

CONSTRUCTION SCHEDULE

Exhibit H
to
Post-Closing Development Agreement

IMPROVEMENTS BUDGET