

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING**

Leyden Rock Clubhouse (17685 W.
83rd Dr., Arvada, CO) and Via
Teleconference

Tuesday, September 17th, 2024 at 6:00 PM
<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Jen Langhals, Assistant Secretary	Term to May 2025

Link:

<https://us06web.zoom.us/j/87069321837?pwd=4Mct7CeO9uhmj2CM2NeOF4vwINEa3y.1>

Meeting ID: 870 6932 1837

Passcode: 379467

Call-in Number: +1-720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from August 20th, 2024 Special Meeting (**enclosure**)
 - b. Approval of Agreement with Tay’s Esthetics LLC d/b/a Taylor Rose Beauty for Fall Fest Hair Art Services (**enclosure**)
 - c. Approval of Agreement with Sherri MacLean d/b/a Fantastic Facepainting for Glitter Tattoo & Stilt Walker Services (**enclosure**)
 - d. Approval of Agreement with Midland Marketing Inc. d/b/a Fun Services Inc. for Event Rental Services for September 21, 2024 (**enclosure**)
 - e. Ratification of Agreement for Design Development and Construction with The Architerra Group (**enclosure**)
 - f. Ratification of Agreement for 2024 Holiday Lights with Mile High Lights (**enclosure**)
 - g. Ratification of Agreement for 2024-2025 Snow Removal Services with Keesen Landscape Management (**enclosure**)
 - h. Ratification of Keesen Landscape Management Work Order # 109747 for Various Bed

2024 Regular Meetings

January 16; February 20; March 19; April 16; May 21; June 18; July 16; August 20; September 17; October 15;
November 19; and December 17 at 6:00 p.m. via teleconference.

- Cleanups and Plantings (**enclosure**)
 - i. Ratification of Keesen Landscape Management Work Order # 109561 for Filing 5 Trail Storm Restoration (**enclosure**)
 - j. Ratification of Keesen Landscape Management Work Order # 109160 for Filing 3 Trail Restoration (**enclosure**)
 - k. Ratification of Keesen Landscape Management Work Order # 109139 for Fall Flowers (**enclosure**)
 - l. Consider Ratification of Requisition No. 18 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - m. Ratification of Option and Ground Lease Agreement with Crown Castle (**enclosure**)
6. Legal Matters
- a. Consider Adoption of Resolution Regarding Policies, Procedures, and Penalties for the Enforcement of the Governing Documents (**enclosure**)
 - b. Discussion regarding Loft and Blush Contract
 - c. Other Legal Matters
7. Financial Matters
- a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Other Financial Matters
8. District Management Matters
- a. District Manager's Report (**enclosure**)
 - b. Discussion and Consider Approval of Filing 1 Trail Restoration and Drain (**enclosure**)
 - c. Discussion Regarding Clubhouse Rental Deposit for Baby Shower
 - d. Other Management Matters
9. Capital Projects Discussion
- a. Other Capital Project Matters
10. Director's Matters
- a. Discussion Regarding Temporary Irrigation on W. 84th Trail
 - b. Discussion Regarding Jellyfish Lighting
 - c. Other Director's Matters
11. Other Business
12. Adjourn

2024 Regular Meetings

January 16; February 20; March 19; April 16; May 21; June 18; July 16; August 20; September 17; October 15; November 19; and December 17 at 6:00 p.m. via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, August 20th, 2024, at 6:00 P.M. via teleconference and at 17685 W. 83rd Dr., Arvada, CO

Attendance

The special meeting of the Board of Directors of the Leyden Rock Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardit
Jen Langhals

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Christine Ahern, AdvanceHOA, District Management; Angie Sherman, Keesen Landscape; Lindsay Smith, Winzenburg, Leff, Purvis & Payne, LLP; Katie Cooley, Ascent Land Development; and members of the public.

Call to Order

It was noted that a quorum of the Board was present, and the meeting was called to order.

Conflict of Interest Disclosures

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Murphy noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Agenda

The Board reviewed the agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

Consider Election of Officers

The Board engaged in general discussion regarding the Election of Officers. Following discussion, upon a motion duly made and seconded, the Board elected Director Langhals as Assistant Secretary.

Public Comment

Mr. Hill inquired about why the Board did not proceed with the installation of license plate readers at the community entrances. Director Vernon noted the Board deferred the decision due to unknown maintenance costs the Board is considering.

Ms. Jouflas inquired about the process for reviewing and maintaining the Amended and Restated Residential Improvement Guidelines and Site Restrictions. Mr. Vernon noted the Board would follow up with Ms. Jouflas.

Consent Agenda

Following a summary by Ms. Murphy, the items on the consent agenda were ratified, approved, or accepted in one motion duly made and seconded and unanimously carried:

- Minutes from July 16th, 2024 Special Meeting;
- Minutes from July 16th, 2024 Annual Meeting

Legal Matters

Discussion and Consider Approval of Updates to Section 3.38 Lights/Lighting Section in the Amended and Restated Residential Improvement Guidelines and Site Restrictions

Ms. Smith engaged in discussion with the Board regarding the Amended and Restated Residential Improvement Guidelines and Site Restrictions. The Board provided Ms. Smith with direction regarding updates and changes.

Consider Adoption of Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

Ms. Murphy presented the Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Discussion Regarding Proposed Location of Cell Phone Tower

Ms. Murphy engaged in discussion with the Board regarding the proposed location of the cell phone tower. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement of a surveyor to survey the area.

Other Legal Matters None.

Financial Matters

Consider Approval of Payables/Financials Director Cunningham presented the Claims in the amount of \$23,643.83 to the Board. Following discussion, upon a motion duly made and seconded the Board unanimously approved the claims.

Other Financial Matters None.

Capital Projects Discussion

Discussion and Approval of Proposal for Design Development and Construction with The Architerra Group Ms. Cooley presented the proposal for Design and Development and Construction with The Architerra Group to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Approval of Preliminary Project Schedule from The Architerra Group Ms. Cooley presented the Preliminary Project Schedule to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the schedule.

Other Capital Project Matters The Board engaged in discussion regarding the September 3rd Capital Projects Meeting. The Board determined to cancel the meeting.

District Management Matters

District Manager’s Report Ms. Call presented the report to the Board.

Discussion and Consider Approval of 2024-2025 Snow Removal Services with Keesen Landscape Ms. Call presented the Keesen Proposal for Snow Removal Services to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Keesen Landscape Proposal for Filing 3 Trail Restoration Ms. Call presented the proposal for Filing 3 Trail Restoration to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Ms. Call presented the proposal for Filing 5 Trail Storm Restoration to the Board. Following discussion, upon a motion duly made and seconded, the

Approval of Keesen Landscape Proposal for Filing 5 Trail Storm Restoration	Board unanimously approved the proposal.
Discussion and Consider Approval of Various Bed Cleanups and Plantings	Ms. Call engaged in discussion with the Board regarding the various bed cleanups and plantings to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved.
Discussion and Consider Approval of Fall Flowers for \$2,000	Ms. Call engaged in discussion with the Board regarding Fall Flowers in the amount of \$2,000. Following discussion, upon a motion duly made and seconded, the Board unanimously approved.
Discussion and Consider Approval of Holiday Lighting	Ms. Call presented the proposal for Holiday Lighting to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.
Discussion and Consider Approval of SDA Conference Attendance	Ms. Call engaged in discussion with the Board regarding attendance at the SDA Conference. Following discussion, upon a motion duly made and seconded, the Board unanimously approved attendance.
Other Management Matters	None.

Director's Matters

Discussion Regarding Temporary Irrigation on W. 84 th Trail	<p>The Board engaged in discussion with Ms. Sherman regarding temporary irrigation on W. 84th Trail. The Board requested a proposal from Keesen Landscape to be presented at the next meeting.</p> <p>Director Cunningham noted he will not be in attendance for the September 17th meeting.</p> <p>Director Vernon requested an update on new legislation affecting metropolitan districts. Ms. Murphy answered Director Vernon's inquiry.</p> <p>Director Plummer inquired about the September 3rd meeting to discuss Jellyfish lighting.</p>
Other Director's Matters	None.

Other Business

Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to the Independent Contractor Agreement with Loft & Blush Interiors, LLC.

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 8:40 p.m. for the purpose of receiving legal advice as it relates to the Independent Contractor Agreement with Loft & Blush Interiors, LLC pursuant to Section 24-6-402(4)(b), C.R.S.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during executive session.

The Board reconvened in regular session at 9:12 p.m.

Adjournment

There being no further business to come before the Board and following discussion and upon motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 17th day of September, 2024.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the special meeting of Leyden Rock Metropolitan District convened at 8:40 p.m. on Tuesday, August 20th, 2024 for the sole purpose of discussing the Independent Contractor Agreement with Loft & Blush Interiors, LLC as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Tay's Esthetics LLC d/b/a Taylor Rose Beauty
Title of Agreement/Contract: Hair Art Services on September 21, 2024 Fall Fest
Agreement/Contract Date: September 3, 2024

This Contract ("Agreement") is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "**Services**"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District

and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. **Remedies.** To the extent the Contractor’s remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District’s then-current fiscal period.



13. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District: By:  Christian Ardita (Sep 4, 2024 08:19 MDT) Name: _____ Title: _____	Contractor: By:  Taylor Martinez (Sep 4, 2024 09:43 MDT) Name: _____ Title: _____
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Taylor Martinez

Exhibit A
Scope of Services/Compensation Schedule

The contractor shall perform three hours of hair art services at community event on September 21, 2024.

Contractor shall receive compensation in the amount of seven hundred and fifty dollars and no cents (\$750.00).



TAYLOR ROSE BEAUTY
ESTHETICIAN

INVOICE
#002

BILLED TO: Leyden Rock Metropolitan District
17685 W. 83rd Drive
Arvada, CO 80007

DATE: September 3, 2024

DESCRIPTION	RATE	HOURS	AMOUNT
Hair Tinsel	\$250/hr	3	\$750

Sub-Total \$750.00

TOTAL \$750.00



Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation Insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Taylor Martinez Esthetician
performing (type of work) hair tinsel

Federal Employer Identification Number: 92-1079069

Address: 18098 W. 86th Ave Arvada, CO 80007

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: _____ Coverage #: _____ Phone: _____

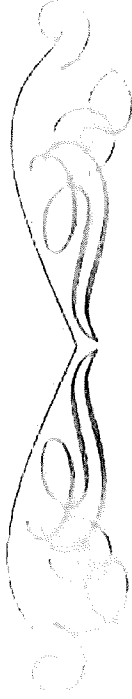
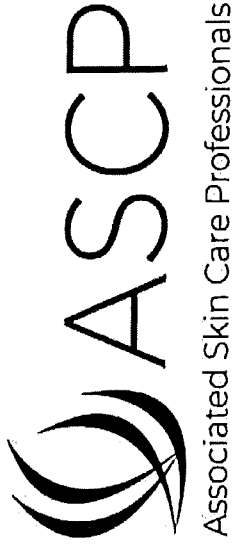
1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.


Signature of Independent Contractor

June 7, 2024
Date

For more information regarding independent contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whats/EmployerWhats.asp>



This certifies that

Taylor Martinez

is a Professional member in good standing of Associated Skin Care Professionals.

Professional level members meet specific eligibility requirements based on training. All members are required to maintain the highest standards of professional conduct and strictly adhere to the ASCP Code of Ethics.

Member ID No.: 1442971

Loyal Member Since: December 2, 2021

Expiration Date: November 15, 2024

Les Sweeney, BCTMB, ASCP President



Certificate of Insurance

OCCURRENCE COVERAGE ASCP In-Dues Liability Program

ASCP MAILING ADDRESS:

Associated Skin Care Professionals
25188 Genesee Trail Road
Suite 200
Golden, CO 80401

MASTER POLICY HOLDER

Allied Professionals Insurance RPG

AGENT/BROKER

Allied Professionals' Insurance Services

ISSUED BY:

Allied Professionals Insurance Company, A
Risk Retention Group, Inc.

POLICY #: API-ASCP-23

LIABILITY LIMITS <i>(per member)</i>	ANNUAL AGGREGATE	\$6,000,000
COMMERCIAL GENERAL LIABILITY	PER OCCURRENCE LIMIT	\$2,000,000
	PRODUCTS-COMP/OP	Included
	PROFESSIONAL LIABILITY	Included
	GENERAL LIABILITY	Included
	FIRE LIABILITY LIMIT	\$100,000

To verify information, contact ASCP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers, subject to limitation by any applicable state licensing laws. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSURED'S POLICY CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE REPORT IN WRITING WITHIN 48 HOURS ANY & ALL CLAIMS, OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS.

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder listed below.

ADDITIONAL INSURED:*(with inception date)*

Coverage is extended subject to all terms and conditions of the Policy

CERTIFICATE HOLDER

(Active Registered Members are on file with the ASCP Membership Director.)

Member/Named Insured:	Taylor Martinez	
Membership I.D. #:	1442971	
Member/Policy Term Active:	Nov-16-2023	
Member/Policy Term Expires:	Nov-15-2024	
Total Member Cost:	\$ 259	(ASCP Membership, including Member Liability Coverage)

Pink 87

Authorized Representative

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice for non-payment or 90 days written notice for any other reason to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Signature: 
Christian Ardita (Sep 4, 2024 06:43 MDT)

Email: christianardita1@gmail.com

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Sherri MacLean d/b/a Fantastic Facepainting
Title of Agreement/Contract: Glitter Tattoo and Stilt Walker Services for September 21, 2024
Agreement/Contract Date: September 3, 2024

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District

and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. **Remedies.** To the extent the Contractor’s remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District’s then-current fiscal period.

13. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.



District: By:  Christian Ardita (Sep 4, 2024 06:44 MDT) Name: _____ Title: _____	Contractor: By:  Sherri MacLean (Sep 4, 2024 13:39 MDT) Name: _____ Title: _____
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Exhibit A
Scope of Services/Compensation Schedule



FANTASTIC FACEPAINTING

"Where our #1 goal is to help make your event a great success!"

We serve: • All throughout • CO • info@fantastic-facepainting.com
Tel: (303) 910-8817 • Fax: • http://www.Fantastic-Facepainting.com

Invoice for Services

Invoice Date: August 10, 2024

Invoice No.: 1802

Client:

Christine Ahern
17685 W 83rd Drive Arvada, CO, 80007
Tel:
Email: christine.ahern@advancehoa.com

Event Info & Venue:

Sep 21, 2024 - Saturday, 11:00am to 2:00pm
Leyden Rock Metro District
17685 W 83rd Drive Arvada, CO, 80007
(720) 765-4668

Services:

Item	Rate
1 Professional Glitter Tattoo Artist Artist: Heather Offering a selection of glitter tattoos for both boys and girls.	\$450.00
1 Professional Glitter Tattoo Artist Artist: Vin Offering a selection of glitter tattoos for both boys and girls.	\$450.00
Professional, Insured Stilt Walker Artist: Gina Working 2 hours from 11:30-1:30pm (2 hours)	\$550.00
<p><i>Facepainter and Glitter Tattoo Artist are working from: 11-2pm</i> <i>Stilt Walker is working from 11:30-1:30pm</i></p> <p><i>Do you want adults to be painted to? Yes, only if there is time.</i></p> <p><i>What other artists will be at your event? (We ask this so there is no conflict with design choices for line management).: Fantastic Facepainting is the only entertainment we are hiring for our event.</i></p> <p><i>Tipping: Fantastic Facepainting will pay the artist directly, feel free to tip directly at the event if you choose to. :) Yes, it is okay for the artist to put out a tip jar.</i></p> <p><i>Entertainment Start Time: 11apm-2pm (3 hours)</i></p> <p><i>Event Name: Leyden Rock Fall Fest & Living Stone Lutheran Church</i></p> <p><i>If your event is taking place in a park, please provide us with the exact name of the park and pavilion to ensure accurate directions for artist. n/a</i></p> <p><i>Event Location - Shade coverage and table provided by client.:The event will be at our business (outside) with a table and SECURED, level tent coverage provided by the client for the artist(s).</i></p> <p><i>Payment choice: Check (Made out to Fantastic Facepainting), due 3 days before the event.</i></p> <p><i>Event Street Address: 17685 W 83rd, Arvada, CO</i></p> <p><i>Is your event indoors or outdoors?outdoors</i></p> <p><i>Ages of Kids Attending (age range okay): All</i></p> <p><i>If your event is outdoors and the temperature drops below 57 degrees, will you be able to put the artist indoors, in a heated building?yes</i></p> <p><i>Lighting Options: No, our event is during the day and there is plenty of light.</i></p>	

Will this event be attended by: Mix of both boys and girls.

Special Instructions for Parking: Please park along side streets

Please ask any questions here. Once we receive your form, we will email your invoice link. :)n/a

Amount Due:

Total:	\$1,450.00
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Terms

- Balance is due by Sep 21, 2024
- Please make all checks payable to "Fantastic Facepainting".

If you have any questions or need any additional information, please contact us at (303) 910-8817 or info@fantastic-facepainting.com.

Thank you for letting us entertain you!

ID: 1802



Colorado Special Districts
Property and Liability Pool

Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an Independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Sherri Maclean Fantastic facepainting
 performing (type of work) Professional facepainting, balloon twisting, glitter tattoos
 Federal Employer Identification Number: 42-1721400 Caricatures, Henna
 Address: 4835 W. 127th place, Broomfield, CO 80020

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: 17685 W. 83rd Dr. ArVada, CO 80007 Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.

Sherri Maclean
Signature of Independent Contractor

June 8, 2023
Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whats/EmployerWhats.asp>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	CONTACT NAME: BWI Program Support PHONE (A/C, No, Ext): (877) 536-7290 E-MAIL ADDRESS: info@insurebodywork.com FAX (A/C, No): 801-763-1374
	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Sherri MacLean, DBA Fantastic Facepainting 4835 W. 127th Place Broomfield CO 80020	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PLE974344-BWI502614	06/12/2024	06/12/2025	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ INCLUDED
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/IO/ AGG \$ 3,000,000
							ANIMAL BAILEE \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH)						OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	<input checked="" type="checkbox"/>		PLE974344-BWI502614	06/12/2024	06/12/2025	INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Leyden Rock Management District 8360 E. Via de Ventura Blvd. L-100 Scottsdale, AZ 85258	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sheri MacLean	
2 Business name/disregarded entity name, if different from above Fantastic Facepainting	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 4835 W. 127th Place	Requester's name and address (optional)
6 City, state, and ZIP code Broomfield, CO 80020	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	2	-	1	7	2	1	4	0	0

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Sheri MacLean</i>	Date ▶ <i>1/26/2023</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Midland Marketing, Inc. d/b/a Fun Services Inc.

Title of Agreement/Contract: Event Rental Services for September 21, 2024

Agreement/Contract Date: September 5, 2024

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District

and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. **Remedies.** To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



AGREEMENT
 12345 Huron Street
 Westminster, CO 80234
 (303) 427-7443
 www.funservicescolorado.com

SPECIAL EVENT HOURS
 Monday-Saturday 8:00-5:00

ResID for Fun Services, Inc Office 69730

Customer/Organization ADVANCE HOA LEYDEN ROCK MET **Res Date** 8/12/2024
Address 17685 W 83RD DR **Phone** (720) 765-4668
City, State and Zip ARVADA, CO 80007- **Fax**
Other

Chairperson/Contact CHRISTINE AHERN	Co-Chairperson/Contact2
Address:	Address
City, State and Zip , CO	City, State and Zip , CO
Home	Home
Work	Work
Fax Cell (720) 765-4668	Fax Cell Cell2
eMail christine.ahern@advancehoa.com	eMail

Event Start Date Saturday, September 21, 2024 **Event Start Time**
Event End Date Saturday, September 21, 2024 **Event End Time**
Event Location 17685 W 83RD DR CLUBHOUSE Arvada
Est Attendance **Representative** Lisa
FS DELIVERY: 9/21/2024 7AM-9AM **FS PICKUP: 9/21/2024 AFTER 2PM**

Description	Comment	Charge	Taxable	Unit	QTY	Days /Hrs	Amt
20x20 FREE STANDING CANOPY w/ se	Parking Lot setup	\$625.00	Y	DAY	1	1	\$625.00
6' TABLES	6 seating / 4 games	\$12.00	Y	EACH	10	1	\$120.00
CHAIRS- TAN		\$1.95	Y	EACH	36	1	\$70.20
SETUP FEE	tables & chairs	\$56.00	N	EACH	1	1	\$56.00
MIDWAY GAME & 8' HINGE BOOTH	no prizes	\$105.00	Y	EACH	4	1	\$420.00
ANTI GRAVITY	T	\$0.00	Y		1	1	\$0.00
CAN SMASH	T	\$0.00	Y		1	1	\$0.00
HOLE IN ONE	T	\$0.00	Y		1	1	\$0.00
ROLLER BOWLER	T	\$0.00	Y		1	1	\$0.00

Prize Program
Event Comments EVENT RUNS 11AM-2PM
Special Instructions

CUSTOMER WILL PROVIDE
 Adults for setup:
 Adults for take down:
 Booth workers:
 Tables for games:

Deposit Amt:	\$0.00	Delivery	\$120.00
Deposit Date Due:	8/17/2024	Service Fee	\$64.56
Dep Amt Recd:		Sales Tax	\$0.00
Balance Due:		TOTAL DUE	\$1,475.76
Cancellation Fee:	\$0.00		

Items returned late are subject to additional cost per day.
Terms of payment: PAY BY CHECK AT DELIVERY / NO DEPOSITS

Customer

A 1 1/2 % per month service charge will be added to the unpaid balance

SALES TAX INFORMATION

Organizations exempt from paying sales tax in Colorado will have been issued a Certificate of Exemption from the Colorado Department of Revenue, along with a seven digit number that begins with "98-". If the organization elects to provide Fun Services with their tax-exempt number, no sales tax will be charged and the organization agrees to be responsible for collecting and remitting any applicable sales or use tax.

Tax Exempt# 98006083 or Resale License#

RELEASE OF FUN SERVICES, INC.

The Lessee shall control the operation of the rented item(s). Fun Services, Inc. is not responsible for any injuries occurring to Lessee or to any persons using the rented item(s). Lessee agrees to pay for any damage to or loss of the rented item(s). Lessee further agrees to indemnify Fun Services, Inc. harmless from any injuries and costs incurred arising from claims or demands by third parties arising from the use or misuse of the rented item(s).

CANCELLATION POLICY FOR RENTAL ITEMS

Cancellations must be made at least 3 days in advance of scheduled delivery or pick up date. ALL cancellations will be charged the full invoice amount of the order if received less than 3 days prior to delivery or pick up date. In the event of a cancellation prior to 3 days of scheduled pick up or delivery, it is the responsibility of the Lessee to notify the Rental Department at Fun Services and receive a cancellation code in order to not be charged the full reservation amount.

RENTAL POLICIES

A major credit card is required for all rentals and rental reservations. A 50% deposit is required at the time of booking for events delivered or staffed by Fun Services. Remaining balances are charged the week of customer pickup or Fun Services delivery. Rental charges are based on items delivered/picked-up from our warehouse. No credit will be given on unused supplies or rental items.

x _____	_____	_____	_____
SIGNATURE REQUIRED	DATE	FUN SERVICES, INC. REP	DATE
ADVANCE HOA LEYDEN ROCK METRO DISTRICT	9/21/2024		

My signature indicates that I have read and agree to all the above terms and conditions of this agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA Select LLC 1705 17th Street Suite 100 Denver CO 80202	CONTACT NAME: Hannah Burford
	PHONE (A/C, No, Ext): 303-615-7529
E-MAIL ADDRESS: hannah.burford@imacorp.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Cincinnati Specialty Underwriters Insurance Co	NAIC # 13037
INSURER B: Owners Insurance Company	32700
INSURER C: *Pinnacol Assurance	41190
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Midland Marketing, Inc. dba Fun Services Inc.
 Best Sign Works, Inc.
 12345 Huron St
 Westminster CO 80234

License#: PC-1115916
 MIDLMAR-01

COVERAGES

CERTIFICATE NUMBER: 14155381

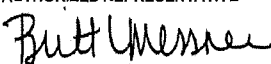
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0165544	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5516366100	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4200574	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Hired Car Physical Damage			5516366100	4/1/2024	4/1/2025	See Below
B	Business Personal Property			74163661	4/1/2024	4/1/2025	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hired Car Physical Damage: Comprehensive Deductible \$100; Collision Deductible \$250; Actual Cash Value not to exceed \$200,000.
 Business Personal Property Limit \$989,050; Deductible \$2,500; Replacement Cost; Special Form (Including theft).
 Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Advance HOA Leyden Rock Metro District 17685 W 83rd Dr Arvada CO 80007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Midland Marketing Inc.	
2 Business name/disregarded entity name, if different from above Fun Services Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 12345 Huron Street	Requester's name and address (optional)
6 City, state, and ZIP code Westminster, CO 80234	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> </tr> </table>	8	4	-	1	0	2	8	1	0	8			
8	4	-	1	0	2	8	1	0	8				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>John K... [Signature]</i>	Date ▶ 10/12/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INDEPENDENT CONTRACTOR AGREEMENT
DESIGN DEVELOPMENT AND CONSTRUCTION SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of August, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE ARCHITERRA GROUP, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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

DISTRICT:
LEYDEN ROCK METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Brett Vernon

Brett Vernon (Aug 24, 2024 12:23 MDT)

President

ATTEST:

Scott J. Plummer

Scott J. Plummer (Aug 24, 2024 11:20 MDT)

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Design Development and Construction Services with The Architerra Group, Inc., dated August 20, 2024

CONTRACTOR:
THE ARCHITERRA GROUP, INC., a Colorado corporation

[Signature]
Lesanne Dominguez
Printed Name
Secretary
Title

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 26th day of August 2024, by Lesanne Dominguez, as the Secretary of The Architerra Group, Inc.

Witness my hand and official seal.

My commission expires: 10-25-2026

[Signature]
Notary Public

KIMBERLY KAY WERNING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184041890
MY COMMISSION EXPIRES OCTOBER 25, 2026

Contractor's Signature Page to Independent Contractor Agreement Design Development and Construction Services with Leyden Rock Metropolitan District, dated August 20, 2024

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Community Improvement Projects Design Development and Construction Documents
Leyden Rock Metropolitan District



Task and Fee Proposal
July 16, 2023

	Personnel Hourly Rate	Principal \$180/hr	Project Manager \$140/hour	Project Designer \$85/hr	Expenses	Total Cost
Overall Project Management and Coordination						
a.	Prepare cover sheet, vicinity map, general notes, project contacts, City notes (50%, 75%, 90%, 100%)		8	12		\$2,140
b.	Develop and refine specifications (75%, 90%, 100%)	9	24			\$4,980
c.	Develop and refine measurement and payment (90%, 100%)	3	9			\$1,800
d.	Prepare official submittal to City (75%, 90%, 100%)		6	6		\$1,350
e.	Prepare estimate of construction costs (50%, 75%, 90%, 100%)	2	9	15		\$2,895
f.	Attend review meetings with City (assumes 3 - 75%, 90%, 100%)		6			\$840
g.	Attend review meeting with Katie/LRMD Board (assumes 4 - 50%, 75%, 90%, 100%)		8			\$1,120
h.	Xcel and CDOT coordination		32			\$4,480
i.	Getotechnical Engineering (GROUND Engineering)				\$16,600	\$16,600
j.	Structural Engineering (Otegui Structural Service)				\$9,000	\$9,000
k.	Survey - Barbara Gulch Trails (BPS)				\$9,900	\$9,900
l.	Civil Engineering (Elevation Land Consultants)				\$48,275	\$48,275
m.	Natural Resource Consultation (ERO Resources)				\$5,500	\$5,500
n.	QA/QC, miscellaneous management, coordination, and expenses	40	24		\$1,500	\$12,060
Subtotal hours per task		54	126	33		
Subtotal cost per task		\$9,720	\$17,640	\$2,805	\$90,775	\$120,940

Assumptions

- ~ See attached fee proposals from subconsultants for their work products, assumptions, and a breakdown of their fees
- ~ Coordination items from Katie Cooley/LRMD Board will be provided to Architerra within 3 business days
- ~ All project sites within each plan set will be reviewed and commented upon (by LRMD board and/or Katie Cooley) at the same time; comments will be provided in a single document
- ~ Electrical engineering not included - any electrical project in these areas will undergo review and permitting separate from this contract. Any electrical required for irrigation controllers will be by Owner.
- ~ Plan Set 1: Culebra entry monument, String of Pearls (Final Development Plat Amendment)
- ~ Plan Set 2: Day Break Park, Westridge Park, Barbara Gulch Trails (Site Plan Amendment)

Plan Set 1

Culebra Entry Monument Construction Documents					
a. Prepare 50% existing conditions and demolition plan		1	2		\$310
b. Prepare 50% layout and materials plan		1	3		\$395
c. Prepare 50% grading and drainage plan		1	2		\$310
d. Prepare 50% planting/restoration plan		1	2		\$310
e. Prepare 50% details		2	4		\$620
f. Revise/refine plans (one each at 75%, 90%, 100%)	4	6	15		\$3,115
Subtotal hours per task	4	14	28		
Subtotal cost per task	\$720	\$1,960	\$2,380	\$0	\$5,060

Assumptions:

- No new planting outside of dryland grass restoration is included.
- No irrigation design included; irrigation work will be a design/build item
- Improvements on west side of Culebra and W. 82nd Ave only
- Assumes one sheet for all four plans at 1" = 10' scale

	Personnel Hourly Rate	Principal \$180/hr	Manager \$140/hour	Designer \$85/hr	Expenses	Total Cost
String of Pearls Construction Documents (5 locations)						
a. Prepare 50% existing conditions and demolition plan		4	12			\$1,580
b. Prepare 50% layout and materials plan		6	18			\$2,490
c. Prepare 50% grading and drainage plan		12	18			\$3,210
d. Prepare 50% planting/restoration plan		6	15			\$2,115
e. Prepare 50% details		8	16			\$2,490
f. Prepare 50% irrigation plans and details	20		40			\$7,000
g. Water tap research and design	32					\$5,760
h. Revise/refine plans (one each at 75%, 90%, 100%)	18	36	90			\$15,990
Subtotal hours per task	70	74	209			
Subtotal cost per task	\$12,600	\$10,360	\$17,765	\$0	\$40,725	

Assumptions:

- Improvements for 6 parcels along W 88th Dr - (2 parcels - new planting beds; 2 parcels - planting beds, informal lawns, seating; 2 parcels - recreation opportunities; comhole, bocce, horseshoe, slackline, and climbing boulders)
- Assumes one sheet per plan, per 2 parcels at 1" = 20' scale - 15 plan sheets total

Plan Set 1 - Final Development Plan Amendment					
a. Prepare submittal #1		8	30		\$3,670
b. Attend review meeting		2			\$280
c. Coordination items from review comments		8			\$1,120
d. Revise/refine plans for submittal #2		8	24		\$3,160
e. Attend review meeting		2			\$280
f. Coordination items from review comments		4			\$560
g. Revise/refine plans for submittal #3		8	16		\$2,480
h. Attend review meeting		2			\$280
i. Coordination items from review comments		2			\$280
Subtotal hours per task	0	44	70		
Subtotal cost per task	\$0	\$6,160	\$5,950	\$0	\$12,110

Assumptions:

- Only three submittals for the City are included with progressive comments from the City. Contradicting comments or late comments that require extensive coordination or redesign may require additional fees.
- Includes modifications to City approved planning sets; no engineering or building sets are included
- Digital submittal only

Plan Set 2

Daybreak Park (2 locations)						
a.	Prepare 50% existing conditions and demolition plan		2	8		\$960
b.	Prepare 50% layout and materials plan		8	10		\$1,970
c.	Prepare 50% grading and drainage plan		8	16		\$2,480
d.	Prepare 50% planting/restoration plan		2	6		\$790
e.	Prepare 50% details		4	8		\$1,240
f.	Prepare 50% irrigation plans and details	20				\$3,600
g.	Revise/refine plans (75%, 90%, 100%)	30	30	80		\$15,000
Subtotal hours per task		50	44	128		
Subtotal cost per task		\$9,000	\$6,160	\$10,880	\$0	\$26,040

Assumptions:

- Location 1: playground updates include new swing structure, new concrete seating wall and playground pit expansion
- Location 2: court updates include seating area, shade structure, combhole court, horseshoe pit, game table, foosball table, seating, and planting
- Assumes one sheet per plan per location at 1" = 10' - 10 sheets total

Westridge Park						
a.	Prepare 50% existing conditions and demolition plan		2	4		\$620
b.	Prepare 50% layout and materials plan		4	8		\$1,240
c.	Prepare 50% grading and drainage plan		8	8		\$1,800
d.	Prepare 50% planting/restoration plan		2	8		\$960
e.	Prepare 50% details		4	8		\$1,340
f.	Prepare 50% irrigation plans and details	12		16		\$3,500
g.	Revise/refine plans (75%, 90%, 100%)	24	18	72		\$12,960
Subtotal hours per task		36	38	124		
Subtotal cost per task		\$6,480	\$5,320	\$10,540	\$0	\$22,340

Assumptions:

- Design for seating steps along stairs, planting, new gaga pit, and combhole court at Westridge Park.
- Assumes one sheet per plan at 1" = 10' - 5 sheets total

Barbara Gulch Trails						
a.	Prepare 50% existing conditions and demolition plans	10		20		\$3,500
b.	Prepare 50% layout and materials plans	40		80		\$14,000
c.	Prepare 50% grading and drainage plans	40		80		\$14,000
d.	Prepare 50% planting/restoration plans	10		20		\$3,600
e.	Prepare 50% details	5		24		\$3,480
f.	Pedestrian bridge design and coordination	20		20		\$5,300
g.	Revise/refine plans (75%, 90%, 100%)	80	40	240		\$40,400
Subtotal hours per task		208	40	484		
Subtotal cost per task		\$37,440	\$5,600	\$41,140	\$0	\$84,180

Assumptions:

- Design for approximately 3 miles of 6' wide road base trails
- Irrigation design not included
- Assumes four sheets per plan type at 1" = 20' - 16 sheets total

Plan Set 2 - Site Plan Amendment						
a. Prepare submittal #1		8	30		\$3,670	
b. Attend review meeting		2			\$360	
c. Coordination items from review comments		8			\$1,120	
d. Revise/refine plans for submittal #2		8	24		\$3,160	
e. Attend review meeting		2			\$360	
f. Coordination items from review comments		4			\$560	
g. Revise/refine plans for submittal #3		8	16		\$2,480	
h. Attend review meeting		2			\$360	
i. Coordination items from review comments		2			\$280	
	Subtotal hours per task	0	44	70		
	Subtotal cost per task	\$0	\$6,160	\$5,950	\$0	\$12,110

Assumptions:

- Only three submittals for the City are included with progressive comments from the City. Contradicting comments or late comments that require extensive coordination or redesign may require additional fees.
- Includes modifications to City approved planning sets; no engineering or building sets are included
- Digital submittal only

Subtotal hours all tasks	422	424	1146		
Subtotal cost all tasks	\$75,960.00	\$59,360.00	\$97,410.00	\$90,775	\$323,305.00

Total fees Design Development and Construction Documents (all project sites)	\$323,305.00
Master Planning Contract fees remaining	\$94,197.65
Additional fees required	\$229,307.35
Existing Contract Amount	\$223,385.00
New Contract Amount	\$452,872.35

Assumptions:

- Construction budget for all improvements is \$3,350,000
- All submittals will be digital; no hard copy deliverables are included
- Comments from City of Arvada may require additional design efforts and additional scope and fees
- Public outreach is not included
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included. Metropolitan District must inform design team to the presence of hazardous/contaminated materials known to them prior to the performance of any subsurface exploration.



July 17, 2024

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **Leyden Rock Metro District Parks Improvements**, Arvada, Colorado.

Proposal No. 2407-1380 Revised

Lesanne Dominguez
The Architerra Group
5881 South Deframe Street
Littleton, Colorado 80127

Dear Ms. Dominguez:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct four geotechnical evaluations in support of the design and construction of the proposed improvements planned within the Leyden Rock Development located near the intersection of W. 82nd Avenue and Leyden Rock Drive in Arvada, Colorado. Based on correspondence with the Architerra Group¹ and provided information, we understand improvements are planned for 4 separate locations:

- Northwest of the intersection of West 82nd Avenue and Culebra Street.
- Westridge Park located at 18905 West 85th Bluff.
- West of the intersection of West 88th Drive and Eldora Street.
- Daybreak Park located at 16684 West 86th Drive Avenue.

Site plans were not available at the time of proposal preparation, nor was a general list of anticipated improvements. Geotechnical information regarding earthwork, pavements, walls, and shelter foundations was requested.

In addition, a pedestrian bridge is planned to span Barbara Gulch at a location approximately 1,350 feet east-northeast of the intersection of Bross Street and West 87th Drive. We anticipate that the bridge will be a single-span, pre-fabricated structure approximately 45 feet in length.

¹ Dominguez, Lesanne (2024) LRMD – Geotechnical Proposal

41 Inverness Drive East | Englewood, CO 80112 | (303) 289-1989 | www.groundeng.com
ENGLEWOOD | COMMERCE CITY | LOVELAND | GRANBY | GYPSUM | COLORADO SPRINGS

Leyden Rock Metro District Parks Improvements
Arvada, Colorado

Based on provided information and our experience with similar projects, we propose the following:

Geotechnical Evaluation Components

- As requested, drill 7 test holes at locations determined by GROUND (but generally as requested by the Architerra Group) with a conventional, truck- or buggy-mounted drilling rig to evaluate the subsurface profile and to obtain earth material samples for laboratory testing.

Five (5) of the test holes will be advanced to depths of approximately 20 to 30 feet within the approximate improvement footprints. The remaining 2 test holes will be drilled to 30 to 40 feet at the approximate pedestrian bridge abutment locations.

Final depths of the test holes will be determined in the field as exploration progresses and the subsurface profile becomes evident.

- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the earth materials encountered.
- Analyze the results of the field and laboratory studies to develop geotechnical parameters regarding bridge foundations and abutment walls, shelter foundation and floor systems, remedial earthwork, excavation conditions, retaining walls, lateral earth pressures, water-soluble sulfates, soil corrosivity, and on-site pavement sections.

Only geotechnical parameters for retaining wall and abutment wall design are proposed. If a retaining wall design is requested, GROUND can provide a proposal for that.

- Prepare a separate report for each of the four locations and the pedestrian bridge summarizing the data obtained, and presenting our conclusions and parameters. Electronic copies (PDF format) of the reports will be provided. Hard/paper copies will be available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a Colorado-licensed professional engineer.

Fees

Based on the proposed scope of services outlined above, we propose a lump sum fee of **\$16,600** to complete the geotechnical evaluation. This fee assumes normal work day (Monday to Friday – 7 AM to 6 PM) operations. Additional fees will apply for night, weekend, and/or holiday work.

Leyden Rock Metro District Parks Improvements
Arvada, Colorado

Optional Additional Services

If additional services are required beyond the scope outlined above, we propose that our fees for those services be in accordance with the hourly and unit costs presented in the *Fee Schedule* on page 5 of this scope. GROUND will not proceed with additional services; however, without your prior approval and authorization.

As times required for post-report consulting and development of additional parameters are difficult to forecast, we also propose to provide such services on an hourly and basis. Specifically, a rate of \$160 per hour will apply for a project engineer or geologist, \$200 per hour for a senior project engineer or geologist, and \$235 per hour for a GROUND principal.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- The Architerra Group will furnish right-of-entry for GROUND and GROUND's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC/Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with GROUND, the Architerra Group accepts this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that the Architerra Group will notify the property owner(s) within 48 hours of proposal execution.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in GROUND's scope of services, unless otherwise indicated. The Architerra Group and/or the Metropolitan District must inform GROUND to the presence of hazardous/contaminated materials, known to them prior to performance of any subsurface exploration.

Leyden Rock Metro District Parks Improvements
Arvada, Colorado

- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- GROUND and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by the Architerra Group and the Metropolitan District.
- GROUND will backfill the test holes with auger returns, patch paved areas with cold patch asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems, replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services.
- We have assumed that the test hole locations and elevations will be surveyed by others on the project team, if necessary. As part of this proposed scope of services, GROUND intends to utilize the Architerra Group-provided site plan indicating existing features, Google Earth/Map imagery, and a hand-held GPS to determine the location of the test holes.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event that the Architerra Group desires additional/repeated groundwater level observations, GROUND must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon GROUND's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

Schedule

We propose to initiate the evaluation (public utility locates, scheduling drilling, etc.) within 3 days of being given notice to proceed (i.e., receipt of a signed copy of this proposal). We anticipate that preliminary subsurface information will be available upon request approximately 3 to 5 weeks

Leyden Rock Metro District Parks Improvements
Arvada, Colorado

after drilling completion, and that the report should be completed approximately 6 to 7 weeks after execution of this proposal/drilling completion. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Authorization

Please review the *General Conditions* on pages 6 and 7 of this scope of services, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

If you have any questions, concerns, or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This proposal is valid for 30 days. If GROUND is requested to commence work before this proposal is signed, this proposal along with the attached *General Conditions* will constitute the terms of our contract.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Brian H. Reck, P.G., C.E.G., P.E.

Agreed to this _____ day of _____, 2024

The Architerra Group by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE – ENGINEERING SERVICES

All engineering services require a project-specific proposal.

FIELD INVESTIGATION		ENGINEERING	
Truck Mounted Drill Rig with 2-Man Crew		Principal Engineer	\$235
• Solid Stem Auger (hourly)	\$195	Senior Project Manager, Engineer, Geologist	\$200
• Hollow Stem Auger (hourly)	\$215	Project Engineer, Geologist	\$160
• Wireline Coring	\$220	Project Manager	\$130
• ODEX, Rotary Drilling	\$265	Field / Staff Engineer, Geologist	\$120
Track Mounted, All-Terrain, Limited Access Drill Rigs, and Drill Rig Support Equipment	Quote	CAD Technician	\$90
Water Truck, Support Truck (daily)	\$315 - \$500	Special Consultation/Expert Testimony, and Court Appearance	Quote
Excavator / Backhoe / Hydro-Vac	Quote	Mobilization	Quote
Standby Time	Hourly Rate	Per Diem / M & IE	GSA Rates

MISCELLANEOUS			
Equipment Rental	Cost + 20%	Environmental Drilling, Sampling, Analysis	Quote
Outside Laboratory Services	Quote	Personal Protective Equipment (PPE)	Quote
Out-of-Town Living Expenses, Commercial Travel Costs, etc.	Quote	Geotechnical Instrumentation, Vibration Monitoring, Thermal Conductivity, and Resistivity	Quote
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis, and Crane Pad Analysis	Quote

LABORATORY TESTING			
Natural Density and Moisture Content	\$20	Permeability	
Atterberg Limit (Single Point)	\$85	• Falling or Constant Head, 2-4" Diameter	\$325
Specific Gravity	\$110	• Triaxial Permeability	\$450
Relative Density	\$275	California Bearing Ratio, 1-Point	\$150
Gradation Analysis		California Bearing Ratio, 3-Point	\$450
• All Standard Sieve to #200 Sieve	\$75	"R" Value	\$425
• Percent Less Than #200 Sieve	\$50	Resilient Modulus (per point)	\$850
• Gradation with Hydrometer	\$200	Los Angeles Abrasion Test	\$200
Denver Swell	\$100	Soil Stabilization Mixture Analysis	\$3,500
Soil Suction	\$75	Soundness (Sodium)	\$450
Proctor Compaction – Standard or Modified	\$130	Fractured Faces Test	\$85
Unconfined Compressive Strength		Flat or Elongated Particles	\$90
• Soil	\$60	Corrosivity Testing	
• Rock	Quote	• Water-Soluble Sulfates	\$60
Direct Shear Strength (3-Point)		• pH Test	\$55
• Quick Test	\$650	• Reduction/Oxidation Potential (Redox)	\$55
• Consolidated-Undrained	\$900	• Sulfide Content	\$55
• Consolidated-Drained	Quote	• Soil Resistivity (Direct Measurement Method)	\$50
Triaxial Shear	Quote	• Soil Resistivity (Soil Box Method)	\$105
Time-Consolidation	\$650	• CDOT Suite (pH, Resistivity, Chlorides, and Sulfates)	\$280
		• Eng. Suite (pH, Resistivity, Redox, and Sulfides)	\$245
		Organic Content	\$100

5E1

7/17/2024

Proposal No. 2407-1380 REV

Page 6 of 8

GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly for any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the Client will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically releases and indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understands that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer, if any.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of service for the sole use and benefit of the Client and may not be assigned to or relied upon by any other party. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and its agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is released and indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Fee Schedule – Engineering Services. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are a direct or indirect result of any cause beyond the reasonable control of the Consultant including, but not limited to, power or data system outages, acts of nature, acts of war, riots, or strikes, public health emergencies including but not limited to infectious disease outbreaks, governmental orders or directives, failure of any regulatory authority to act in a timely manner, failure of the Client to furnish timely information, or faulty performance by Client's contractors or consultants. The time for completion of Consultant's services shall be extended and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for associated damages.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit. No other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder, nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages resulting from the performance of the services or fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, to the fullest extent permitted by law, the Client agrees to release, indemnify, and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not subject Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and not withstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trades or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the matter shall be subject to litigation in Arapahoe County District Court, Colorado.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(End of Document)

2022E1



Denver 1626 Cole Boulevard, Suite 100, Lakewood, CO 80401
 Durango 1015 W Main Avenue, Durango, CO 81301
 Hutchkiss 161 South 2nd Street, PO Box 932, Hutchkiss, CO 81449
 Idaho 7154 West State Street, STE 598, Boise, ID 83714

July 16, 2024

Ms. Lesanne Dominguez
 The Architerra Group
 5881 South DeFrame Street
 Littleton, Colorado 80127

RE: Barbara Gulch Trails, Jefferson County, Colorado
 Scope of Work

Dear Ms. Dominguez,

ERO Resources Corporation (ERO) is pleased to provide the following scope of work to assist The Architerra Group with ecological services for the proposed Barbar Gulch Trails project in Jefferson County, Colorado.

ERO, a Colorado corporation, will conduct the work for The Architerra Group, Inc., hereinafter referred to in all accompanying documents as Client. ERO will conduct this work on a fixed fee basis for a cost of \$5,500.00.

In order to proceed, please sign and return a copy of this letter to signify your acceptance of this proposal and all terms and conditions. We look forward to assisting you on this project. Please call me if you have any questions.

Sincerely,

Moneka Worah
 Natural Resource Specialist/
 President

Accepted by Client:

Signature Date

Accepted by ERO:

Signature Date 7/16/2024

Attachments

ERO Resources Corporation Scope of Work for Barbara Gulch Trails Jefferson-County, Colorado

July 16, 2024

Summary

The Architerra Group, Inc. (Client) has requested that ERO Resources Corporation (ERO) prepare this Scope of Work (SOW) to perform the environmental services discussed below for the Barbara Gulch Trails project in Jefferson County, Colorado (project area). ERO proposes the following tasks to assist the Client with natural resource evaluations of the project area to inform the design of the proposed trails.

Task 1. Conduct Natural Resources Site Review

ERO will conduct a reconnaissance-level natural resources site review to determine potential natural resource concerns in the project area. The site review will include identifying and mapping the following:

- General vegetation, including areas of high-quality native vegetation and diversity.
- Suitable habitat for federally listed threatened and endangered species habitat.
- Suitable habitat for state-listed threatened, endangered, and species of concern.
- Other wildlife habitat and corridors.
- Active prairie dog colonies.
- Nesting habitat for raptors and songbirds.
- Other natural resources that might affect development of the project area.
- Potential or actual use of the project area by wildlife.

ERO will digitize all information using a digital aerial photograph background. ERO will provide the Client with CAD layers for each of the resources mapped in DWG format.

Task Products

- CAD data containing boundaries of mapped biological resource areas delivered to the Client via email.

Task Assumptions

- The Client will arrange and provide written permission to access the project area.
- Changes to the boundaries of the project area will require additional effort and ERO will coordinate with the Client to determine if changes in this SOW or budget are necessary.
- This task does not include migratory bird or burrowing owl clearance surveys if suitable habitat is found.
- This SOW does not include threatened and endangered species surveys in the project area.

- This SOW does not include a wetland delineation. If a wetland delineation is required, a new SOW will be prepared.

Schedule

- Within four weeks of receipt of Notice to Proceed (NTP), assuming the ground is free of snow.

Task 2. Prepare Natural Resources Assessment Report

ERO will prepare a Natural Resources Assessment Report for the Client. The report will provide information on existing site conditions and resources, as well as current regulatory guidelines related to those resources. An aerial photograph of the project area showing the approximate location of potential natural resources will be included in the report. The report will include recommendations for project planning, identification of project constraints and opportunities, and, if necessary, additional environmental studies. The report will be submitted as a draft to the Client for review and comment. After reviewing the report, the Client will determine if additional work is required.

Task Products

- Draft and final Natural Resources Assessment Report delivered to the Client via email.

Task Assumptions

- ERO will revise the draft report once, based on combined comments from the Client. Additional revisions will be considered an additional service.

Schedule

- Within four weeks of completion of Task 1 and NTP from the Client.

Task 3. Project Management, Coordination, and Meetings

ERO will coordinate with the Client during the environmental studies. This task includes emails, other coordination, and participating in up to two virtual meetings with the Client and project team, as needed during the project. This task also includes time for reviewing all documents and figures for technical and editorial accuracy.

Task Products

- Up to two virtual meetings with the Client and project team.

Task Assumptions

- No in-person meetings are included in this SOW.
- No agency meetings are included in this SOW.

Estimated Costs

Tasks 1 through 3 will be completed on a fixed fee basis for a cost of \$5,500 including expenses billed at cost plus 8 percent.

Task 1. Conduct Natural Resources Site Review	\$2,000
Task 2. Prepare Natural Resources Assessment Report	\$3,000
<u>Task 3. Project Management, Coordination, and Meetings</u>	<u>\$500</u>
Total	\$5,500

Attachment: Terms and Conditions

TERMS AND CONDITIONS

1. ERO shall perform all work under this Agreement as an independent contractor. Neither execution of this Agreement nor performance by the parties under this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

2. ERO periodically shall submit invoices to CLIENT. CLIENT shall pay each invoice within thirty (30) days of the date of the invoice. CLIENT shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month, or the maximum percentage allowed by law, whichever is the lesser, for any payment received by ERO more than sixty (60) days from the receipt of an invoice.

3. The CLIENT, at its expense, shall provide ERO with access to and egress from all property to which ERO may require access to perform its services under this Agreement.

4. For Projects specifically involving the assessment, identification, confirmation, or removal of solid wastes, hazardous substances, hazardous wastes, or toxic materials the CLIENT, at its expense, shall provide full information regarding its knowledge of the Project; the identity, nature, quantity, and location of all known solid wastes, hazardous substances, hazardous waste, or toxic materials at or on the site; all reports, data, maps, diagrams, studies, specifications, and other documents or any information relating to said substances, materials and wastes; surface or subsurface conditions at the site; and names, addresses, and phone numbers of such persons that may possess such information, which would assist ERO to perform its services hereunder, and any circumstances known to the CLIENT that would hinder ERO's performance or make performance by ERO more difficult or expensive than would ordinarily be expected.

CLIENT agrees that ERO is not liable for any and all claims, losses, costs, damages, or expenses caused by CLIENT's failure to provide such information regarding the solid, hazardous or toxic substances, wastes or materials. Such causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warrant. ERO shall be entitled to rely on all client-provided documents and information regarding solid, hazardous or toxic substances, wastes or materials in performing services under the Agreement; however, ERO assumes no responsibility or liability for the accuracy or completeness of such documents or information.

5. In recognition of the relative risks, rewards, and benefits of the project to both the CLIENT and ERO, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, that for any and all claims, losses, costs, damages, or expenses caused by professional negligence, ERO's liability, including that of its employees, agents, and subcontractors, in the aggregate under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000) or our fees, whichever is less. In no event shall ERO be liable for consequential damages.

6. For any damage caused by negligence other than professional negligence, ERO's liability, including that of its employees, agents, and subcontractors, in the aggregate under this Agreement shall not exceed the limits of ERO's comprehensive general, automobile liability insurance coverage,

or other insurance policies (Commercial General Liability—\$2 million each occurrence, \$4 million aggregate; Any Automobile—\$1 million; and Workers' Compensation—\$1 million).

7. Subject to Paragraphs 4, 5, and 6 above and otherwise to the fullest extent permitted by law, CLIENT and ERO shall indemnify, defend, and hold harmless each other and their subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising from their own negligent acts or omissions.

8. Either party may terminate this Agreement for cause if the other commits a material, uncured breach of this Agreement. Termination shall be effective ten (10) days from receipt of the Notice of Termination. No later than thirty (30) days after termination, CLIENT shall pay ERO upon invoice for services performed and charges prior to termination, plus termination charges. Termination charges shall include, without limitation, charges for personnel, putting project documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges incurred that are directly attributable to termination.

9. ERO shall not specify work procedures, manage, or supervise work for which it is not responsible under this Agreement, or implement or be responsible for health and safety procedures for persons other than its own employees.

10. CLIENT shall compensate ERO for any and all costs, expenses, obligations, or damages arising out of any litigation, investigations, or regulatory procedures in which ERO is compelled to participate, that relate to this project. No such compensation shall be due or payable in the event that it resulted from ERO's negligent or intentional acts.

11. The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

12. ERO shall retain as confidential all information and data furnished to it by the CLIENT. This shall not apply to information and data already known to the receiving party or already generally available to the public.

13. CLIENT and ERO represent and warrant to the other that they have the full power and authority to execute and deliver this Agreement, and perform their respective obligations hereunder.

14. This agreement shall be governed by the laws of the State of Colorado.



July 15, 2024

Lesanne Dominguez
Architerra Group
5881 S. DeFrame Street
Littleton, CO 80127

**Re: Leyden Rock Neighborhood Improvements (the "Project")
Proposal to provide Engineering services (the "Proposal")
(Proposal Number: P2023011a)**

Dear Ms. Dominguez:

We are pleased to submit this Proposal to provide Engineering services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the "Agreement") between Elevation Consulting Group Ltd. and Architerra Group (the "Client").

PROPOSAL ASSUMPTIONS

- Scope within this proposal is based on the following documents received from the Client:
 - LRMD Pre-Application submittal, dated 4/17/2024, consisting of the following improvements:
 - Daybreak Park Plaza
 - Daybreak Park Playground Improvements
 - Westridge Park Improvements
 - Culebra Street Monument Sign
 - String of Pearls Improvements (Parcels 1-6)
 - Preliminary Trails Alignment Plan, dated 3/6/2024, consisting of the following proposed road base non-ADA trails:
 - Southridge Trail
 - W. 87th Drive Connector Trail
 - North Parkway Trail

If the actual improvements differ from those depicted in these documents, or if additional improvements are requested, the scope and fee within this proposal is subject to change.

- The project will require City of Arvada submittals and approvals for a Site Plan Amendment (for improvements within open space zoning) and a Final Development Plan Amendment (for improvements within PUD zoning). The Site Plan Amendment and Final Development Plan Amendment will consist of two separate plan sets, however, they will be submitted and processed as a single development application. Additionally, City of Arvada Site Disturbance and State of Colorado NPDES Permits are also anticipated to be required. To the extent described below, Elevation Consulting will participate in all of these regulatory processes within the scope of this proposal. If the City requires additional permits, reviews, documents, or multiple development applications, they will be considered additional services.
- Processing of all submittal packages, including preparation of all applications and cover sheets, will be performed by the Client. Permitting is the responsibility of the Client, Contractor, or Owner.

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- The City will require a Drainage Compliance Letter for the project. For the purposes of this proposal the following assumptions apply:
 - The effort will be limited to review of existing drainage studies, calculations of additional impervious area and runoff within each affected basin, associated maps/exhibits, and a summary letter. It is assumed that existing drainage studies are available for all areas which are tributary to and inclusive of the proposed improvements, and that off-site or upstream hydrologic analysis will not be required. If off-site or upstream hydrologic analysis is required, it will be considered additional services.
 - Drainage compliance will be assessed relative to the criteria at the time the original development was permitted. Assessment of improvements relative to current criteria or analysis for bringing sites into compliance with current criteria is not anticipated or included.
 - Elevation Consulting will provide a hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. Any other hydrologic analysis, hydraulic conveyance, or erosion potential calculations are not anticipated or included. It is anticipated that storm drainage will sheet flow over all other proposed improvements.
 - Pedestrian bridge design for Southridge Trail will be by others.
 - Design, analysis, or implementation of storm sewers, culverts, drainage channels, stormwater detention, water quality facilities, LID techniques, or any storm improvements are not anticipated or included.
 - It is assumed that the results of the drainage compliance letter effort will determine the proposed improvements to be negligible from a stormwater standpoint and that the additional improvements are compliant with the currently approved and constructed drainage system. If the proposed improvements prove to be non-compliant for whatever reason, the work required to bring the project into compliance will be considered additional services.

If the actual conditions or drainage requirements differ from those described above, the scope and fee within this proposal is subject to change.

- A legal boundary and topographic design survey will be required for the project. The Client will provide this survey with all necessary info to complete the Civil Engineering design, and which meets City of Arvada submittal requirements.
- A geotechnical investigation will be provided by the Client. The geotechnical study must provide recommendations for grading, earthwork, pavement design, foundation design and depths to both water table and bedrock.
- The Client will prepare all layout plans, grading plans, cross-sections, and details for the project and provide to Elevation Consulting in AutoCAD format. Because the City requires a licensed engineer to sign and stamp the grading plans, Elevation Consulting will review and comment on the grading plans prepared by the Client and will sign and stamp these plans as the engineer-of-record once comments have been addressed. Grading design will be performed by the Client and has not been included within the scope of this proposal.
- Agency Review Fees, Permit Fees and Title Commitment Fees are to be paid by the Owner.
- Elevation Consulting will provide civil engineering services under the direction of the Client.
- Standard of Care – Services provided by Elevation Consulting under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances including standard of care at the time the services were provided.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Preliminary Design

Elevation Consulting will perform the following preliminary design services. Should the site layout or design concept change after receiving notice-to-proceed, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services.

1. **Site Visit**
Elevation Consulting will perform a site visit with the design team to identify potential design constraints and opportunities associated with each site.
2. **Document Review**
Elevation Consulting will review the survey, Geotechnical report, master development infrastructure documents, and other information available from the City of Arvada regarding Civil infrastructure systems.
3. **Jurisdictional Agency Coordination**
Elevation Consulting will coordinate drainage and erosion control requirements with agencies having jurisdiction over the project.
4. **Preliminary Southridge Trail Pedestrian Bridge Drainage Analysis**
Elevation Consulting will provide a preliminary hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. It is anticipated that storm drainage will sheet flow over all other proposed trail segments.
5. **Preliminary Grading Plan Review**
Elevation Consulting will review and comment on the preliminary grading plans provided by the Client.
6. **Determination of Disturbance Totals**
Based on the site layouts and grading designs provided by the Client, Elevation Consulting will determine disturbance area totals for each individual area as required to prepare the following two scope items.
7. **Preliminary Stormwater Management Plans (SWMP) & Erosion Control Plans**
Elevation Consulting will prepare two (2) preliminary Stormwater Management Plan (SWMP) reports and associated erosion control plans, notes, and details for the project, one for each separate plan set package. These documents will detail stormwater BMP's to be utilized during construction to prevent transport of sediment.
8. **Preliminary Drainage Compliance Letters**
Elevation Consulting will prepare two (2) preliminary Drainage Compliance Letters for the project, one for each separate plan set package. Scope and deliverables for this line item shall be per the assumptions given above.
9. **Meetings**
Elevation Consulting will attend up to six (6) virtual meetings or conference calls with the project team or governing review agencies. If in-person meetings or additional virtual meetings or conference calls are required, they will be considered additional services.

Final Design

Elevation Consulting will perform the following final design services. Should the site layout or design concept change after receiving notice-to-proceed, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services.

1. **Final Southridge Trail Pedestrian Bridge Drainage Analysis**
Elevation Consulting will provide a final hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. It is anticipated that storm drainage will sheet flow over all other proposed trail segments.
2. **Final Grading Plan Review**
Elevation Consulting will review and comment on the final grading plans provided by the Client. Once all comments have been addressed, Elevation Consulting will sign and stamp these plans as the engineer-of-record.
3. **Confirmation of Final Disturbance Totals**
Based on the final site layouts and grading designs provided by the Client, Elevation Consulting will confirm final disturbance area totals for each individual area as required to prepare the following two scope items.
4. **Final Stormwater Management Plans (SWMP) & Erosion Control Plans**
Elevation Consulting will prepare two (2) final Stormwater Management Plan (SWMP) reports and associated erosion control plans, notes, and details for the project, one for each separate plan set package. These documents will detail stormwater BMP's to be utilized during construction to prevent transport of sediment. Site Disturbance and State NPDES Permit applications will be the responsibility of the Client, Contractor, or Owner.
5. **Final Drainage Compliance Letters**
Elevation Consulting will prepare two (2) final Drainage Compliance Letters for the project, one for each separate plan set package. Scope and deliverables for this line item shall be per the assumptions given above.
6. **Meetings**
Elevation Consulting will attend up to six (6) virtual meetings or conference calls with the project team or governing review agencies. If in-person meetings or additional virtual meetings or conference calls are required, they will be considered additional services.

Permitting

Elevation Consulting will participate in the following permitting processes. Should the site layout or design concept change after receiving notice-to-proceed with the final design phase, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services. Permit applications are the responsibility of the Client, Contractor, or Owner.

- Site Disturbance Permit
- NPDES Permit

Summary Matrix:

Task	Description	Fee Type	Fee
1	Preliminary Design	Lump Sum	\$29,185.00
2	Final Design	Lump Sum	\$17,040.00
3	Permitting	Lump Sum	\$2,050.00
Total Base Fee (Including Reimbursable Expenses)			\$48,275.00

SERVICES NOT PART OF THIS CONTRACT ARE AS FOLLOWS:

- Engineering services other than those specifically included in the scope above.
- Annexations, zoning, platting, or construction documents.
- Surveying services, legal descriptions, easements, ROW dedication / vacation documents, encroachment permit documents, indemnity agreements, or re-setting range points.
- Services resulting from changes to the project due to causes beyond our control.
- Design or consultation associated with Railroad Ridge Trail or the Barbara Gulch Connector Trail.
- Review or sealing of Client plans other than grading plans.
- Drainage studies, drainage improvements, storm sewer, culverts, stormwater detention, rain gardens, water quality facilities, or any LID design.
- Pedestrian bridge design or trail drainage analysis.
- Bridge scour analysis.
- Pump / lift station or play pit underdrain design.
- Utility design, coordination, or analysis.
- Retaining wall, seat wall, planter, or any structural engineering design services.
- Roadway design or any design/grading review work within the ROW.
- Site improvement layout, grading, or earthwork.
- Geotechnical investigation or pavement design recommendations.
- Landscape, irrigation, or lighting design.
- Environmental services or groundwater discharge permits.
- Traffic studies.
- Public involvement, outreach, or preparation of special exhibits for marketing and/or community meeting presentations, or coordination with adjacent property owners.
- SUE, potholing, or any excavation activities related to locating existing underground utilities.
- Construction traffic control plan.
- Floodplain studies/CLOMR/LOMR.
- Design of add alternates, feasibility studies or value engineering.
- Cost estimating or quantity determination.
- Written technical specifications.
- Preparation of truck route maps or forms.
- Maintenance agreements.
- Permitting - Permit applications are the responsibility of the Client, Contractor, or Owner.
- Participation in bidding, construction, closeout, or warranty phases.
- Elevation Consulting will not be responsible for tracking revisions until after plans and reports are approved by Authorities having jurisdiction.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Elevation Consulting, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Elevation Consulting to perform the services described herein. By either countersigning this Proposal or verbally authorizing Elevation Consulting to proceed, the Client warrants and represents that it has obtained such permission. The Client or Architect shall provide the following items upon request of Elevation Consulting in a timely manner and at no expense to Elevation Consulting:

- Survey in AutoCAD
- Site plan in AutoCAD
- Geotechnical study
- Proposed grading plans

REIMBURSABLE EXPENSES

Non-labor expenses including printing, deliveries, mileage, parking, postage, and other miscellaneous expenses are included in the lump sum fee given above.

INVOICING

Invoicing shall be monthly and payable within 30 days of invoice dated. Services for changes not part of this scope of services will be billed per the attached schedule of fees, after receiving written authorization from Client. Elevation Consulting holds the right to stop work on any phase of the projects, should payment be delayed by more than 45 days.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. The fee estimate provided is based on a standard schedule of work for this project. Unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, compressed schedule, regulatory changes, etc., may require Elevation Consulting to revisit our scope of service and this fee estimate with the client. Elevation Consulting will notify the client of any additional scope of work and fees that may be required and will obtain the client's written approval prior to proceeding with any additional work.

Elevation Consulting's Standard Terms and Conditions are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or requesting Elevation Consulting to proceed with the performance of the services described herein.

We appreciate this opportunity and look forward to working with you! In the event you wish to accept this proposal, please execute, and return one copy to this office. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of the Client. If you have any questions, please feel free to contact me at 303-913-3543 at your convenience.

Sincerely,
ELEVATION CONSULTING GROUP, LTD.



Brad Disner, P.E.
Principal

- Attachments:
- Terms and Conditions
 - Schedule of Fees

Architerra Group hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Elevation Consulting to proceed with the Project.

Architerra Group

By: _____
(Signature)
Printed Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

Elevation Consulting Group, Ltd., hereinafter referred to as the Firm, shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments:

Invoices for the Firm's services shall be submitted at the Firm's option either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited to the final invoice.

Late Payments:

At the sole decision of the Firm, accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees. In addition, services being performed by the Firm will cease upon written notice to the Client for accounts unpaid 30 days after the invoice date.

Claims and Disputes:

The Client and Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Client and Firm waive all claims and causes of action not commenced in accordance with the Agreement.

To the extent damages are covered by property insurance, the Client and Firm waive all rights against each other and against contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Firm, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Client shall indemnify and hold the Firm, its officers, employees and consultants harmless from and against damages, losses and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, the Contractor or the employees, consultants or subcontractors of either of them.

The Firm and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

If the Client authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Firm or its consultants, the Client shall indemnify and hold harmless the Firm, the Firm's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Firm's services, the Firm may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Client and Firm shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate

demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Agreement, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Agreement, the method of binding dispute resolution shall be Arbitration.

Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Risk Allocation:

In recognition of the relative risks, regards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the value of this contract or \$50,000.00, whichever is less. Such causes include but are not limited to the Firm's negligence, errors, omissions, strict liability breach of contract, or breach of warranty.

Certifications, Guarantees and Warranties:

The Firm shall not be required to sign any documents, no matter by whom requested, that would result in the Firm's having to certify, guarantee or warrant the existence of conditions whose existence the Firm cannot ascertain. The Client also agrees not to make resolution of any dispute with the Firm or payment of any amount due to the Firm in any way contingent upon the Firm's signing any such certification.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.



SCHEDULE OF FEES
Effective January 1, 2024

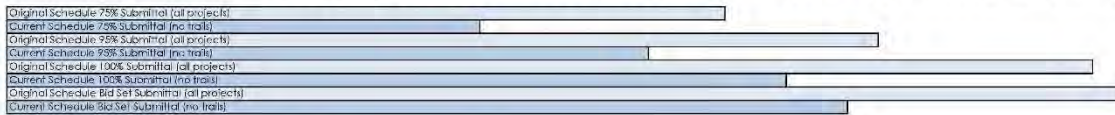
	Classification	Hourly Rate
Engineering		
	Principal	\$225.00
	Senior Project Manager	\$195.00
	Project Manager	\$170.00
	Senior Project Engineer	\$140.00
	Project Engineer	\$120.00
	Design Engineer	\$110.00
	CAD Technician	\$105.00
	Admin	\$ 95.00
Expenses		
	Printing & Reproduction	At Cost
	Deliveries	At Cost
	Tolls	At Cost
	Mileage	At the IRS Allowable Rate
	Subconsultants	At Cost +10%

Rates are in effect until December 31, 2024 and may be superseded by a new schedule after that date.

Design Development and Construction Documents for Project Improvements without Trails
 Leyden Rock Metropolitan District
 Preliminary Project Schedule
 August 1, 2024



	2024						2025						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Prepare 75% submittal													
Prepare 1st submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
Refine plans to 95% completion													
Prepare 2nd submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
Refine plans to 100% completion													
Prepare final submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
submit bid documents													



- Assumptions:**
- This schedule requires 3 business day response time for project coordination and questions between Architerra and Board representation
 - This schedule represents work products per task and fee dated July 16, 2024. Additional parcels or programmatic changes for existing parcels will require a new and/or revised schedule.
 - City requirements and coordination may require schedule modifications.
 - Outside agency requirements and coordination (Xcel Energy and/or Colorado Department of Transportation) may require schedule modifications.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
		The Architerra Group, Inc.	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	6
		5881 S Deframe St	Requester's name and address (optional)
	6	City, state, and ZIP code	
		Littleton, CO 80127	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4	-	1	5	2	0	9	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 5/7/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company of Colorado 6400 South Fiddlers Green Circle Suite 950 Greenwood Village CO 80111	CONTACT NAME: Select Business Team PHONE (A/C. No. Ext): 801-937-6700 E-MAIL ADDRESS: select@buckner.com	FAX (A/C. No.): 801-937-6710
	INSURER(S) AFFORDING COVERAGE	
INSURED The Architerra Group, Inc. 5881 South DeFrame Street Littleton CO 80127	INSURER A : Pinnacol Assurance	
	INSURER B : Hartford Casualty Insurance Company	
	INSURER C : Certain Underwriters at Lloyds	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 176906615

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	34SBAPQ4463	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	34SBAPQ4463	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAPQ4463	8/1/2024	8/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4024929	8/1/2024	8/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability			ANE519758824	8/1/2024	8/1/2025	Per Aggregate 4,000,000 Per Claim 2,000,000 Ded. 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on a Primary and Non-contributory basis including Ongoing and Completed Operations per General Liability form SS0008(04-05) including Waiver of Subrogation per General Liability form SS0008(04-05) and per Work Comp form WC000313B.
 Business Personal Property (Policy no. 34SBAPQ4463): Special Form Coverage, Limit \$55,400, Replacement Cost, Deductible \$250

CERTIFICATE HOLDER

Leyden Rock Metropolitan District
 c/o Capital Consultants Management Corporation
 17685 W. 83rd Drive
 Arvada CO 80007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE ARCHITERRA GROUP, INC.

is a

Corporation

formed or registered on 11/02/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991205536 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/20/2024 that have been posted, and by documents delivered to this office electronically through 08/22/2024 @ 11:47:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/22/2024 @ 11:47:22 in accordance with applicable law. This certificate is assigned Confirmation Number 16319370 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Mile High Lights
Title of Agreement/Contract: 2024-2025 Holiday Lighting Display
Agreement/Contract Date: August 20, 2024

This Contract (this “Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective as of the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in this Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. The District shall provide compensation for the Services provided under this Agreement in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of such expenses being incurred. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. The Contractor shall promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor, and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. **The Contractor is not entitled to receive workers’ compensation benefits or unemployment insurance benefits from the District and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contract.** The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor guarantees and warrants that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement, at its sole

expense, to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella; (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage; and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations, nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement, or liability in any

ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District: By: <u>Brett Vernon</u> <small>Brett Vernon (Aug 24, 2024 12:23 MDT)</small> Name: <u>Brett Vernon</u> Title: <u>Board President</u>	Contractor: By: <u>Jared Carr</u> <small>Jared Carr (Sep 2, 2024 09:09 MDT)</small> Name: <u>Jared Carr</u> Title: <u>Owner</u>
---	--

Exhibit A
Scope of Services/Compensation Schedule



Mile High Lights
 info@MileHighLights.com
 303-219-9106

PO Box 2096
 Arvada, Colorado 80001
 United States

Quote issued to:

Leyden Rock Metro District No.1 HOA
 0104
 17685 West 83rd Drive
 Arvada, CO
 United States
 303-423-0270
 katie.call@advancehoa.com

Quote Number 2024-1570
 Quote Date June 29, 2024
 Total \$9,339.39

Item	Description	Quantity	Type	Color	Unit Cost	Line Total
Prelit Garland	Monument Sign at Main Entrance: Hang prelit garland on sign	1	mini	Warm White	\$1,210.65	\$1,210.65
Prelit Wreath	Main Entrance Tower: Hang prelit wreath	1	mini	Warm White	\$147.00	\$147.00
Roof Line	Main Entrance: Light roofline of all three levels	1	C-9	White/Red	\$656.25	\$656.25
Prelit	North side of Main Entrance near monument sign: Prelit style on 11 pine trees	11	Mini	White/Red	\$151.20	\$1,663.20
Roof Line	Lights on Clubhouse roofline	1	C-9	White/Red	\$1,586.55	\$1,586.55
Roof Line	Lights on Clubhouse beams	1	C-9	White/Red	\$463.05	\$463.05
Roof Line	Lights on Clubhouse Tower, two levels	1	C-9	White/Red	\$854.70	\$854.70
Unlit Wreaths	Yule Monument: Hang 2 prelit wreaths	2			\$154.35	\$308.70
Wreaths	Two 4' Prelit wreaths at Culebra St	2			\$233.50	\$467.00
***Prelit	West side of Culebra St: Eight evergreens and five deciduous trees	13	Mini	Warm White and Red	\$135.00	\$1,755.00
***Soft Wrap	West and East side of Yule way: Six evergreen trees on each side	12	Mini	Warm White and Red	\$89.00	\$1,068.00
***Prelit Garland	On Sign at Culebra	1			\$197.00	\$197.00
	Includes all extension cords & timers					
	Light removal after January 2 included					
	Includes use of Boom Lift					

Quote Summary: Mile High Lights LLC will provide a quote of cost and material usage to the Customer. The quote may be written or delivered verbally. Mile High Lights LLC will use the Customer's verbal description to approximate as closely as possible the described layout. If the Customer requests changes to any or all portions of commenced work, the Customer will be responsible for original and changed installation costs. The Customer will be notified prior to service of any surcharges. For safety and quality purposes, all lights, electrical cords, accessories, and other materials will be supplied and owned by Mile High Lights LLC. Customer requested additions and/or changes to the original quote may result in an increase to the actual price. Mile High Lights LLC reserves the right however, to decline any changes or additions requested by the Customer. Payment: 50% of payment is due before installation can begin. If the Customer requests any changes/additions to the decor during installation that results in additional fees, they must be paid in full before changes/additions are installed. Remainder of payment is due in full once work has been completed. Service: Mile High Lights LLC reserves the right to reject service to any property deemed unsafe by Mile High Lights LLC. Pricing includes: 1. Use of a stated quantity of lights and electrical accessories from the installation date through removal of Mile High Lights LLC, with Mile High Lights LLC being authorized to remove the display at any time after January 2nd. 2. Single-time installation of lights according to a layout planned and approved by the Customer. 3. Removal of lights and other materials, which Mile High Lights LLC will remove no later than February 28th. All designs, displays, or concepts and all Mile High Lights LLC supplied materials are the property of Mile High Lights LLC and all materials must be returned to Mile High Lights LLC. Mile High Lights LLC will fasten light strands to fascia boards using the industry standard "T-50" staples. If standard fastening methods are not possible, additional charges may apply. Mile High Lights LLC is not responsible for paint or wood loss or chipping on fascia boards. Mile High Lights LLC cannot guarantee consistent light bulb orientation due to twisting nature of light strands. Mile High Lights LLC also reserves the right to take and use photographs or video of the Customer's property for marketing and media purposes. Mile High Lights LLC is only required to provide services (including service calls) during the hours of 8 a.m. to 5 p.m., but Mile High Lights LLC reserves the right to provide services at any time prior to 10 p.m. on any day. The Customer authorizes Mile High Light LLC to come upon the Customer's property for purposes related to this Contract at any time from the Effective Date until the lights and other property have been removed by Mile High Lights LLC. Electricity: The Customer must provide Mile High Lights LLC clear access to safe and adequate electricity commensurate with the volume of lights requested by the Customer. Mile High Lights LLC will require enough free circuits to successfully handle the electrical load of the lighting package. High wattage devices such as refrigerators or hair dryers must not be tethered to the lighting package circuits. Mile High Lights LLC will not be responsible for inadequate, faulty, or overloaded electrical sources at the place of service. If circuit breakers frequently need to be reset, this is often an indication of inadequate power supply and may require a service call to locate additional clean circuits and redistribute power. The Customer may be required to provide electrical connection from inside the house. Customers requesting large lighting packages may need to consult their electrician to provide additional power sources commensurate with package needs. Persistent moisture such as rain or melting snow will create an increase in electrical resistance up to double the load of the lighting package in dry weather. If the lighting package frequently resets circuit breakers in wet weather, the Customer will be responsible for providing additional clean circuits to Mile High Lights LLC for redistributing the power load. Customers should not tether personal lights or appliances to the Mile High Lights LLC lights as it may result in exceeding fuse or circuit limits and may require a service call. Service Calls: Mile High Lights LLC will test all lighting at completion of installation and will leave project fully functional. Mile High Lights LLC will provide the Customer with up to three FREE service calls between install date and December 23rd; however, a \$100 service fee will apply to repairs that result from the following: 1. Changes or other actions by the Customer such as tethering personal lights or other lights to Mile High Lights LLC lights. 2. Other acts, omissions, circumstances or occurrences outside of the control of Mile High Lights LLC. Mile High Lights LLC is in no event responsible for losses or damages to any lights or other materials supplied by Mile High Lights LLC after installation. Mile High Lights LLC will schedule service calls on a first come, first serve basis, but Mile High Lights LLC cannot guarantee the timing of any service call, and in particular between Christmas Eve and New Years. Any service fee is due at the time of the service call. Other Matters: Mile High Lights LLC is not responsible for any damages or losses to the Customer's home or other property. Mile High Lights LLC is also not responsible for any failure or delay in providing any or all of the services or for any damages or losses that are caused in any way by any acts, omissions, occurrences or circumstances beyond the control of Mile High Lights LLC, such as weather or any acts or omissions of the Customer or any other person. General: Any payment not made by the Customer when due shall bear interest at the rate of 10% per annum from the date the payment was due until it is paid. The Customer will also be responsible for any attorneys' fees and court costs incurred by Mile High Lights LLC in enforcing this Contract. This Contract sets out

Net	\$9,339.39
Subtotal	\$10,377.10
Discount 10%	\$1,037.71
Total	\$9,339.39
Paid to Date	\$0.00

LLC, and can only be amended in writing signed by both the Customer and Mile High Lights LLC. By signing below, the Customer affirms that he/she has read this Contract and its terms and conditions and agrees to be bound by all the terms herein.

Requesting consideration for the approval of the holiday lighting display for the 2024-2025 season. The proposal includes expanding the lighting to the Culebra and Yule entrances, while maintaining the current display at the main entrance on Leyden Rock Drive. Jared from Mile High Lights assessed both Culebra and Yule for suitable lighting options, considering the location, tree health, and strength. Based on their extensive experience in the community since 2015, it is recommended to proceed with Mile High Lights' suggestions and use this year to evaluate how the decorations withstand the high winds typically experienced at the Culebra and Yule entrances.

Yule Entrance- East Side | Soft Wrap Six evergreen trees



Yule Entrance- West Side | Soft Wrap Six evergreen trees



c

Culebra Entrance- West Side | Prelit Eight evergreens and five deciduous trees



Culebra Entrance- East Side | Prelit Garland, will require anchoring into sign**



INDEPENDENT CONTRACTOR AGREEMENT
SNOW REMOVAL SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of August 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEESAN LANDSCAPE MANAGEMENT, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of October 1, 2024 hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on May 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

- b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
 - i. An itemized statement of the Services performed.
 - ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

Email: dfinn@keesenlandscape.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow]

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

DISTRICT:

LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Brett Vernon

[Brett Vernon \(Aug 24, 2024 12:23 MDT\)](#)

Officer of the District

ATTEST:

Scott J. Plummer

[Scott J. Plummer \(Aug 24, 2024 11:20 MDT\)](#)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Snow Removal Services
with Keesen Landscape Management, Inc., dated August 20, 2024***

CONTRACTOR:
KEESEN LANDSCAPE MANAGEMENT,
INC., a Colorado corporation

Kathy Vicino

Kathy Vicino

Printed Name

Branch Manager

Title

STATE OF COLORADO)

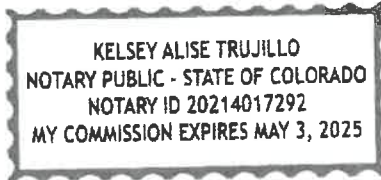
COUNTY OF Broomfield)

ss.

The foregoing instrument was acknowledged before me this 26th day of AUGUST 2024, by Kathy Vicino, as the Branch Manager of Keesen Landscape Management, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 05/03/2025



Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Snow Removal
Services with Leyden Rock Metropolitan District, dated August 20, 2024***

EXHIBIT A
SCOPE OF SERVICES

Snow & Ice Management Agreement

Property/Client Name and Contact Information:

Property Address:

Billing Address:

W. 82nd Avenue & Leyden
Rock Drive
Arvada, CO 80007

17685 W. 83rd Dr.
Arvada, CO 80007

Advanced HOA Management, Inc
Katie Call
katie.call@advancehoa.com
303-518-6815

Leyden Rock Metropolitan District, ("Client"), hereby engages Keesen Landscape Management, Inc., ("Company"), to provide certain snow and ice management services ("Services") in accordance with this Snow & Ice Management Agreement (this "Agreement"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "General Terms"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "Addendum"), which are part of this Agreement and incorporated herein by this reference.

Contract Effective Date: October 1st (or upon execution of Agreement) Through May 31st

SNOW & ICE SERVICES AND PRICING ON PAGE 5
<p>Term. The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified by a "Yes" or "No" on page 5, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.</p>
<p>Service Areas. Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas specified on page 5 (collectively, "Service Areas") during each snow or ice event ("Event"), subject to all of the terms and conditions of this Agreement.</p>
<p>Scope: The company will commence services at Leyden Rock Metropolitan District only after the "Trigger" depths listed on page listed on page 5 are reached. Any services required before "Trigger" depths are met will need to be requested by the Client in writing. Please also indicate any special requests or property specifics under the "Special Instructions" section on page 5.</p>
<p>Plowing: Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. The Company, by use of heavy duty 4-wheel drive trucks or other heavy equipment, will plow Service Areas as direct by the Client. This does not include unpaved surface areas. Plowing is accomplished by mechanically pushing snow to side boundaries and/or with windrowing snow into landscaped areas. The Company, at its sole discretion, will supply the most efficient type of equipment for the property. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client. Parking stalls will be back drug if four consecutive parking stalls are open.</p>
<p>Shoveling: Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. The Company, by use of labor with snow shovels, snow blowers, Snow Rator, ATVs or UTVs, will clear sidewalks as directed by the Contracting Officer. This does not included unpaved surface area. Clearing is accomplished by pushing snow to side boundaries. All perimeter walks will be cleared unless instructed otherwise by the Client in writing. The Company, at its sole discretion, will supply the most efficient type of equipment. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client. Hand shoveling services will not be performed in parking areas between vehicles.</p>
<p>De-icing: Services during the term of this Agreement will include the following, subject to the specifics as described on page 5. Unless otherwise noted by the Client in the "Special Instructions" section on page 5, deicing products will be applied to Service Areas as conditions dictate and the Company's sole discretion. It is important to note that deicing products may be corrosive and potentially damaging to pets, plants and turf. Colored concreted and pavers may particularly be susceptible to staining. It is the Client's responsibility to notify the Company of any concrete that is less than one year old or any other areas of concern where deicing products should not be applied. The Company is not responsible for damage caused by deicing products.</p>

Event: Each Event will be deemed to start when accumulations of snow at the Service Areas reaches the specified "Trigger" depth or other services initiation factors as described on page 5. Once initial services are complete, the Company will monitor the Service Areas and provide any additional services deemed necessary for 24 hours after initial accumulation has ended. Any necessary services prior to the "Trigger" depth being met, or after the 24-hour Event timeframe has ended, will require a written request by the Client.

Blizzard and Heavy Snow Conditions: Blizzard conditions or heavy snowfall in excess of 10" will require an adjusted initial service plan. When these conditions are present, as much snow as possible will be cleared from sidewalks, parking lots, drive lanes, and driveways during the initial visit to keep areas "open". Internal sidewalks will be cleared to one shovel width to allow access and perimeter walks (greenbelts, walkways, and sidewalks along City streets) will be cleared post event and after City/County/State snowplows have complete their street removal. Perimeter walks may require specialty equipment due to the depth and severity of plowed up snow on perimeter walks from the City plows. A secondary visit will be done to complete any additional services that were not complete during the initial clearing.

Pricing and Payment. Pricing of amounts payable by Client to Company for the Services is set forth on page 5. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional \$25 late fee.

GENERAL TERMS AND CONDITIONS

Authority: Based upon weather forecasts, existing conditions at the time and the Client's property profile as included on page 5 of this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications on page 5 and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

Client Instructions: If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability for any resulting consequences of complying with said instructions. All such instructions must be made in writing and must be received and acknowledged by Company, a minimum of four (4) hours ahead of time in order for Company to make adjustments to Services. Any change in level or scope of Services as specified on page 5 must be requested by Client in writing and agreed to by Company in writing. Any such changes will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed. If client becomes aware of a snow related incident of accident, it is the duty of the Client to immediately notify the Company.

Damage: Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or "worn" as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

Indemnification: To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

Insurance: A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client's written request.

Limitations:

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to "bare pavement", and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow or the failure or refusal of Client to permit or provide for removal or relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice from roofs, awnings, gutters, gutter drains, icicles, trees or drifting or piled snow.
- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company and obtain Company's agreement for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

Non-Payment: In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

Service Area Diagrams / Maps: Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow. If requested by Company, Client will have a Client representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues.

Miscellaneous:

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.

- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company's principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator's fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company's principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

EXHIBIT B
COMPENSATION SCHEDULE

TRIGGER DEPTHS:

Client's Initials _____	Depth _____" inches	Service
_____	_____ " inches	Clearing of Sidewalks
		Plowing of Parking Lots, Drive Lanes, and Streets

Terms of Agreement: Specify Contracted Snow Seasons by Answering Y or N

RATES:

	2024-2025 Season	2025-2026 Season	2026-2027 Season
Hourly & Unit			
Plow Truck	\$135.00/hr.	\$142.00/hr.	\$142.00/hr.
Skid Steer	\$165.00/hr.	\$175.00/hr.	\$175.00/hr.
Front End Loader	\$275.00/hr.	\$290.00/hr.	\$290.00/hr.
SnowRator or UTV	\$130.00/hr.	\$140.00/hr.	\$140.00/hr.
ATV or Sidewalk Blade	\$130.00/hr.	\$140.00/hr.	\$140.00/hr.
Snow Blower	\$95.00/hr.	\$100.00/hr.	\$100.00/hr.
Hand Shoveling	\$75.00/hr.	\$80.00/hr.	\$80.00/hr.
Ice Melt	\$1.10 lbs.	\$1.20 lbs.	\$1.20 lbs.
Ice Melt Application	\$75.00/hr.	\$80.00/hr.	\$80.00/hr.
Liquid Magnesium Chloride	\$3.25 gal	\$3.50 gal	\$3.50 gal
Liquid Mag. Chloride Application	\$135.00/hr.	\$142.00/hr.	\$142.00/hr.
Ice Slicer	\$310.00 Ton	\$330.00 Ton	\$330.00 Ton
Ice Slicer Application	\$135.00/hr.	\$142.00/hr.	\$142.00/hr.
Snow Stake Labor	\$60.00/hr.	\$65.00/hr.	\$65.00/hr.
Snow Stakes	\$4.50/ea.	\$5.00/ea.	\$5.00/ea.

All Services are billed on a Time and Material basis, including port to port travel time to the property.

SPECIAL INSTRUCTIONS (if you do not have any special instructions, please write N/A):

PAYMENT: Company's invoices will be due and payable by Client upon issuance by Company. Payments may be made by ACH or mail payments to:

Keesen Landscape Management, Inc. P.O. Box 200297, Dallas, TX 75320-0297

Snow Management Agreement valid for 30 days unless approved by Keesen Landscape Management, Inc.

EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

Client: Leyden Rock Metropolitan District	Company: Keesen Landscape Management, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Keesen Landscape Management, Inc</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 3355 S Umatilla Street</p> <p>6 City, state, and ZIP code Englewood, CO 80110</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-			-			
OR									
Employer identification number									
8	4	-	0	6	2	2	4	8	3

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Steve Jenders</i>	Date ▶ 1/3/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		CONTACT NAME: Tasha Felts, TIIA PHONE (A/C, No, Ext): (615)385-2860 E-MAIL ADDRESS: tfelts@bbtennessee.com FAX (A/C, No): (615)385-8360	
INSURED Keesen Landscape Management, Inc. 175 W. Granada Blvd. Suite 202 Ormond Beach FL 32174-6365		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: The Travelers Indemnity Company of Connecticut INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 25682	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA-3P390744-TIL-21	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-21	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-16P13057-21-NF	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4S050569-21-51-K	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine Builders Risk			QT-630- 4S014177-TIL-21	10/01/2023	10/01/2024	Leased/ Rented Equip \$100,000 Limit at Single Location \$250,000 L/R Ded \$1,000 BR Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leyden Rock Metropolitan District is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Advance HOA Management
 c/o Leyden Rock Metropolitan District
 W. 82nd Avenue & Leyden Rock D

Arvada

CO 80007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Keesen Landscape Management, Inc.

is a

Corporation

formed or registered on 03/01/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871239198 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/20/2024 that have been posted, and by documents delivered to this office electronically through 08/22/2024 @ 11:51:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/22/2024 @ 11:51:28 in accordance with applicable law. This certificate is assigned Confirmation Number 16319387 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

The attached Work Order #109747 to Independent Contractor Agreement for Maintenance Services with Leyden Rock Metropolitan District dated November 20, 2023 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

Brett Vernon

Brett Vernon (Aug 24, 2024 12:23 MDT)

Authorized Signor

CONTRACTOR:

Angie Sherman

Angie Sherman
Authorized Signor

08/26/2024

08/26/2024
Date

As part of our ongoing efforts to enhance the community's landscape, we are focusing on the improvement of existing areas within the community. Specifically, we have identified a series of planting beds along W 85th Place, leading to the east side of the community, that require attention. These beds currently contain either no plants, dead plants, or plants that are recommended for replacement.

This proposal aims to address these beds, as shown in the map image below, to revitalize and improve the overall aesthetic of this key area in our community.







Area #2

CLEAN UP EXISTING PLANT
MATERIAL, REMOVE VOLUNTEERS
AND WEEDS







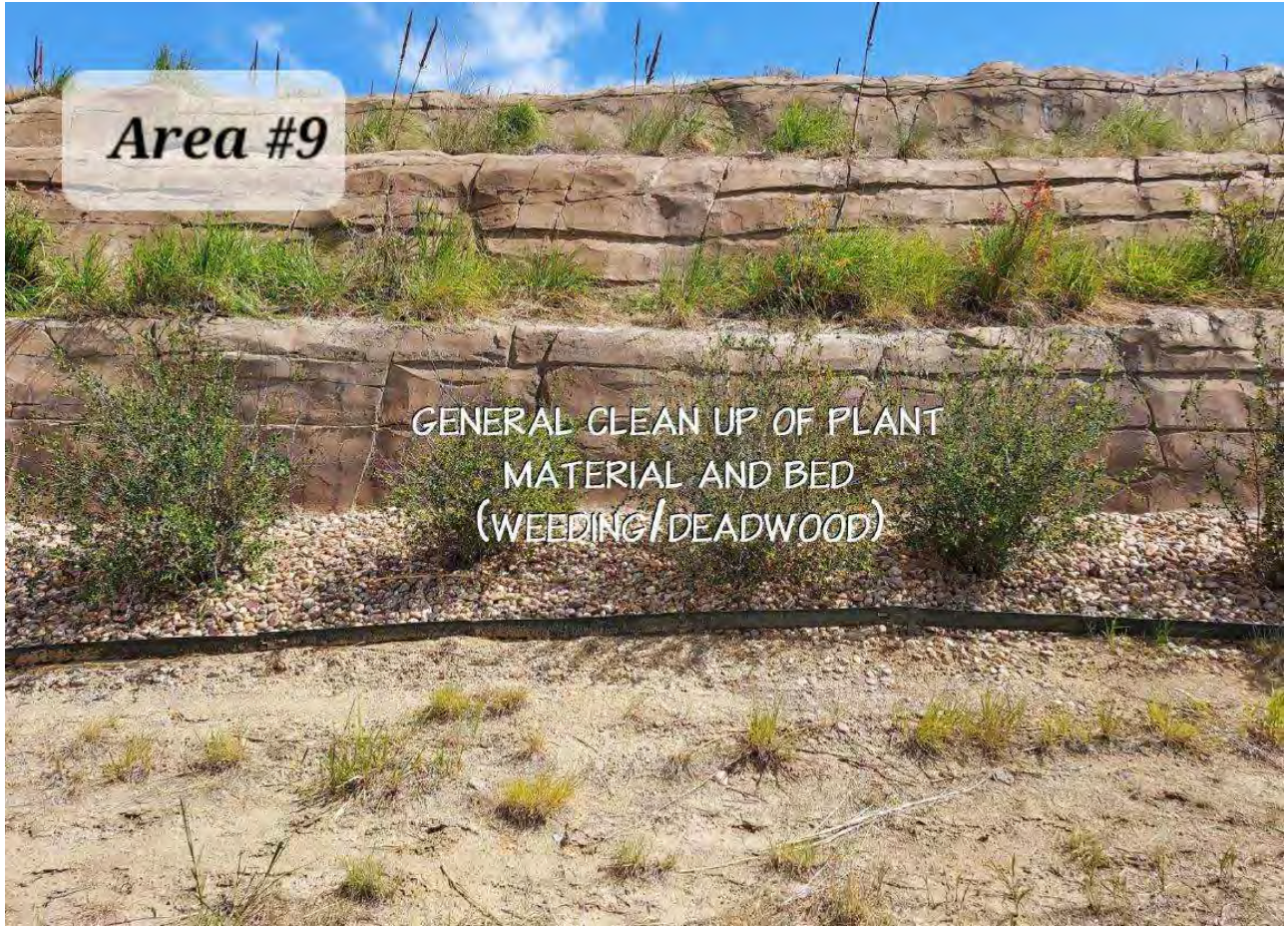




Area #8

REMOVE AND REPLACE 1
(#5) APACHE PLUM

















Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Various Bed Cleanups & Plantings

All areas proposed as one project. Separating can result in additional mobilization fees.

Irrigation modifications or repairs required after plant material is removed or installed will be completed on a time and material basis.

A granular bed fertilizer is included.

Sale	\$8,120.00
Sales Tax	\$0.00
Total	\$8,120.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Area 1	\$0.00	\$597.10
Add 3 (#5) Purpleleaf Sandcherry		

Contract No. - 109747

Leyden Rock Metropolitan District

July 29, 2024

Area 2	\$0.00	\$151.16
Clean up existing plant material, remove volunteers and weeds		
Area 3	\$0.00	\$1,413.94
Remove and replace 1 (6') Austrian Pine		
Area 4	\$0.00	\$711.92
Add 7 (#5) Purpleleaf Sandcherry		
Area 5	\$0.00	\$711.92
Add 7 (#5) Purpleleaf Sandcherry		
Area 6	\$0.00	\$484.48
Remove willow volunteer & add 3 (#5) Purpleleaf Sandcherry		
Area 7	\$0.00	\$484.48
Remove 2 junipers & add 3 (#5) Purpleleaf Sandcherry		
Area 8	\$0.00	\$274.17
Remove & replace 1 (#5) Apache Plume		
Area 9	\$0.00	\$248.98
General clean up of plant material and bed (weeding/deadwood)		
Area 10	\$0.00	\$597.10
Add 5 (#5) Purpleleaf Sandcherry		
Area 11	\$0.00	\$1,046.73
Remove roses & add 9 (#5) Apache Plume		
Area 12	\$0.00	\$484.48

Contract No. - 109747

Leyden Rock Metropolitan District

July 29, 2024

Remove 3 juniper & add 3 (#5) Purpleleaf Sandcherry

Area 13	\$0.00	\$280.10
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General clean up of bed and plant material

Area 14	\$0.00	\$215.64
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General clean up of bed and plant material

Area 15	\$0.00	\$417.80
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Add 3 (#5) Purpleleaf Sandcherry

	\$0.00	\$8,120.00
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Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By Angie Sherman
Angie Sherman

Date 7/29/2024

**Keesen Landscape Management,
Inc.**

By Brett Vernon
Brett Vernon (Aug 24, 2024 12:23 MDT)

Date 08/24/2024

**ADVANCED HOA
MANAGEMENT, INC**

as Agent for

**LEYDEN ROCK
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.

The attached Work Order #109561 to Independent Contractor Agreement for Maintenance Services with Leyden Rock Metropolitan District dated November 20, 2023 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

Brett Vernon

Brett Vernon (Aug 24, 2024 12:23 MDT)

Authorized Signor

CONTRACTOR:

Angie Sherman

Authorized Signor

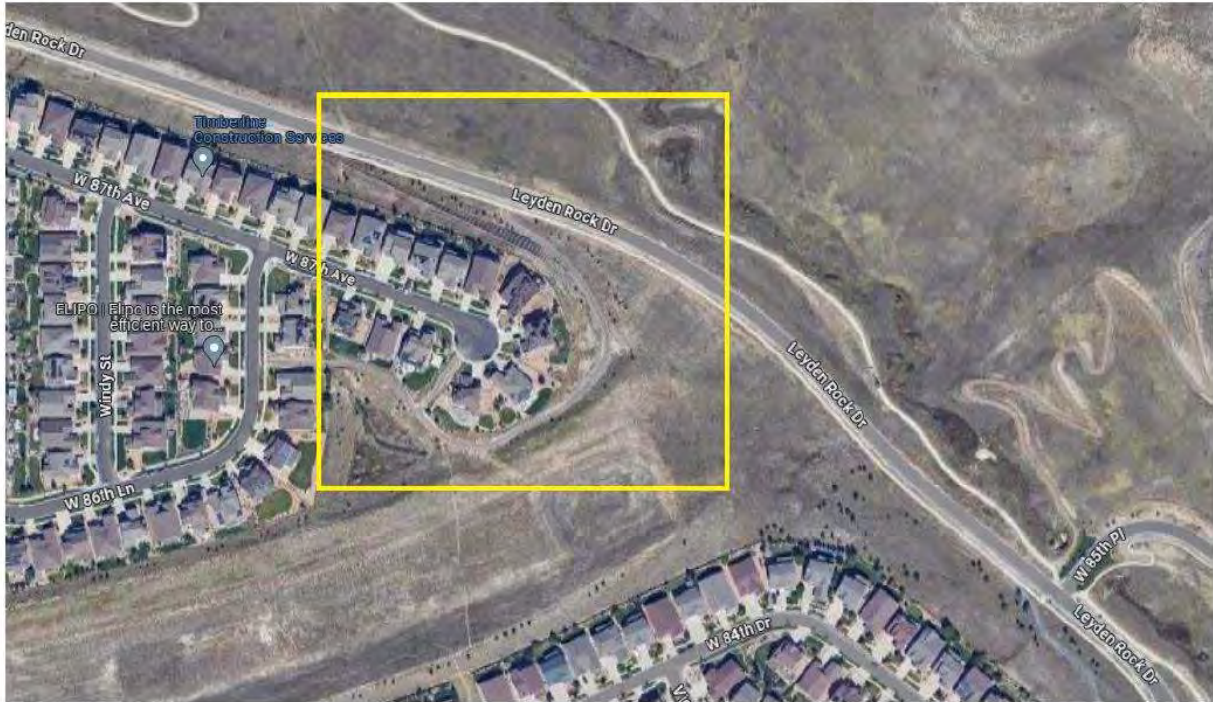
08/26/2024

Date

The Filing 5 trail, which was completed as part of the 2023 trail work, suffered significant damage during the storms over the weekend of July 19th. The heavy rains caused washout along the trail and overwhelmed the drainage system. While most of the trail remains in good condition, restoration is necessary. The proposed work includes:

- Filling in the eroded areas with fill dirt and compacting the surface.
- Installing a cobble and soil swale along the west side of the trail to catch runoff from the hill

Keesen plans to store materials for the project in the cul-de-sac during production, with a commitment to clean the area upon completion.







Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2024 Filing 5 Trail Storm Restoration

Keesen inspected the entire trail in Filing #5 recently. It has experienced large amounts of washout due to a significant rain event recently.

The trail has significant damage going north, down the slope from runoff from all the seasonal rain. The erosion is an average of 12" deep - this is a true hazard.

Most of the trail is in good standing from recent improvements but we will want to restore washout and install a swale along the west side of trail to catch runoff from hill between houses and trail. Compaction from consistent use and foot traffic

Scope of work will include the following:

- **Filling in eroded part of trail with fill dirt and compacting**
- **Installation of a cobble and soil swale and it will be tied into known drain pipe below along Leyden Rock Parkway for an outlet.**

Keesen will store material for the project in the cul de sac as part of production. When completed the area will be cleaned as part of the proposal.

***Green area will be intended location of swale for water diversion. General area of restoration in blue. We will restore all erosion along trail if outside marked area in this scope.**



Sale	\$16,120.83
Sales Tax	\$0.00
Total	\$16,120.83

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Filing #5 Trail Restoration	\$0.00	\$16,120.83

Includes 150 labor hrs.

Equipment hrs.

30 tons Mtn. Breeze

15 tons 2-4" Cobble

10 cu yds soil

\$0.00 \$16,120.83

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By Joel Hiatt
Joel Hiatt

Date 7/24/2024

Keesen Landscape Management, Inc.

By Brett Vernon
Brett Vernon (Aug 24, 2024 12:23 MDT)

Date 08/24/2024

LEYDEN ROCK METROPOLITAN DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.

The attached Work Order #109160 to Independent Contractor Agreement for Maintenance Services with Leyden Rock Metropolitan District dated November 20, 2023 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

Brett Vernon
[Brett Vernon \(Aug 24, 2024 12:23 MDT\)](#)
Authorized Signor

CONTRACTOR:

Angie Sherman
Authorized Signor

08/26/2024
Date

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Trail Restoration Filing 3 to the east

After inspecting and servicing the east section of this trail Keesen is recommending these restorations and drainage additions.

- Restore trail edges
- Top dress trail from trailhead to District property line shown in photos



- Add 10' pipe under trail marked in red with a catch basin



Sale	\$10,250.00
Sales Tax	\$0.00
Total	\$10,250.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Filing 3 East side trail restoration	\$0.00	\$10,250.00
	\$0.00	\$10,250.00

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By Angie Sherman
Angie Sherman

Date 7/11/2024

**Keesen Landscape Management,
Inc.**

By Brett Vernon
Brett Vernon (Aug 24, 2024 12:23 MDT)

Date 08/24/2024

LEYDEN ROCK
METROPOLITAN DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.

The attached Work Order #109139 to Independent Contractor Agreement for Maintenance Services with Leyden Rock Metropolitan District dated November 20, 2023 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

Brett Vernon

Brett Vernon (Aug 24, 2024 12:23 MDT)

Authorized Signor

CONTRACTOR:

Angie Sherman

Angie Sherman
Authorized Signor

08/26/2024

08/26/2024
Date

Last year, the landscape committee enhanced the clubhouse entrance by converting the pots at the front to fall flowers, adding a welcoming touch that lasted several months before the first freeze. This year, we have received a proposal from Keesen to repeat this seasonal display.



PROPOSAL FOR

KATIE CALL
ADVANCED HOA MANAGEMENT, INC
LEYDEN ROCK METROPOLITAN DISTRICT
W. 82ND AVENUE & LEYDEN ROCK DRIVE
ARVADA, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2024 Fall Flowers

Fall Flowers		\$2,000.00
	Sale	\$2,000.00
	Sales Tax	\$0.00
	Total	\$2,000.00

Fall Flowers

Add flowers to:

7 Pots at Clubhouse Entrance

(1 rectangle, 2 round, 4 square)

Fall plantings will be watered every week from installation until first freeze.

Standard flower colors and varieties based on availability. Keesen Landscape Management, Inc., Inc. guarantees all nursery stock planted by our landscape department to be in good, live condition when planted. After planting, plant losses caused by improper watering, cultivation, physical abuse, or neglect are not covered by this guarantee. If a plant has received reasonable care and maintenance, but fails to grow, we will replace the plant one time only without charge provided that the original invoice is paid in full. All on-site transplants are excluded from this guarantee. We will not replace plants lost to hail, wind, freeze, animals, or other Acts of God. Unless otherwise specified below, all required irrigation repairs/modifications will be billed at a time and materials rate.

Contract No. - 109139

Leyden Rock Metropolitan District

August 21, 2024

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
September	\$2,000.00	\$0.00	\$2,000.00
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
<hr/>			
	\$2,000.00	\$0.00	\$2,000.00

By Angie Sherman
Angie Sherman

Date 8/21/2024

**Keesen Landscape Management,
Inc.**

By Brett Vernon
Brett Vernon (Aug 24, 2024 12:23 MDT)

Date 08/24/2024

**ADVANCED HOA
MANAGEMENT, INC**

as Agent for

**LEYDEN ROCK
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.

EXHIBIT B
TO
INDENTURE OF TRUST
(Form of Project Fund Requisition)

Requisition No. 18

LEYDEN ROCK METROPOLITAN DISTRICT
INDENTURE OF TRUST
DATED OCTOBER 22, 2021
GENERAL OBLIGATION (LIMITED TAX CONVERTIBLE TO UNLIMITED TAX)
REFUNDING AND IMPROVEMENT BONDS, SERIES 2021

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$54,002.70.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Leyden Rock Metropolitan District

3. Payment is due to the above person for (describe nature of the obligation):

Payment of capital invoices

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):

See previously provided wire instructions

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

6. With respect to this requested disbursement, the District (i) certifies it has reviewed any wire instructions set forth in this requisition to confirm such wire instructions are accurate, (ii) to the extent permitted by law and without waiting any rights or privileges under the Colorado Governmental Immunity Act, as may be amended, agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement in accordance with this requisition, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of August, 2024.

Signed by:
Brett Vernon
644222FA228E43A...

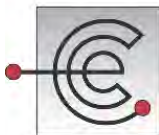
District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	01/04/23
Requisition No. 2 Total				237,457.05	01/06/23
Requisition No. 3 Total				124,750.00	01/12/23
Requisition No. 4 Total				47,807.79	01/25/23
Requisition No. 5 Total				8,347.49	02/22/23
Requisition No. 6 Total				7,498.75	03/17/23
Requisition No. 7 Total				84,504.79	06/08/23
Requisition No. 8 Total				110,682.19	06/30/23
Requisition No. 9 Total				54,211.10	08/31/23
Requisition No. 10 Total				56,513.29	09/28/23
Requisition No. 11 Total				53,930.50	11/13/23
Requisition No. 12 Total				4,736.15	12/14/23
Requisition No. 13 Total				47,360.23	01/11/24
Requisition No. 14 Total				12,734.95	02/13/24
Requisition No. 15 Total				158,021.85	03/11/24
Requisition No. 16 Total				62,256.65	05/15/24
Requisition No. 17 Total				61,727.60	05/30/24
Requisition No. 18	6657	Communication Construction & Engineering Inc.	07/31/24	9,871.80	
Requisition No. 18	6658	Communication Construction & Engineering Inc.	07/31/24	26,910.45	
Requisition No. 18	7910	The Architerra Group, Inc.	07/09/24	4,710.00	
Requisition No. 18	7925	The Architerra Group, Inc.	08/06/24	10,145.45	
Requisition No. 18	7882	The Architerra Group, Inc.	07/23/24	2,365.00	
Requisition No. 18 Total				54,002.70	
Total Requisitioned				\$ 3,827,628.76	

Communication Construction & Engineering, Inc.

901 E 73rd Ave
 Denver, CO 80229-6816



INVOICE

BILL TO
 Leyden Rock Metropolitan District
 C/O Brett Vernon

INVOICE 6657
 DATE 07.31.2024
 DUE DATE 08.30.2024

SALES REP
 Norm

DESCRIPTION	QTY	RATE	AMOUNT
Pricing below for work at Leyden Rock on West side of Yule way. We will apply for address assignment, Electrical permit, Xcel application, coordination for inspections. We will install a 200amp meter pedestals w/100amp main breaker panel to supply power to one monument sign & GFCI outlet. We will install a plastic pull box next to the sign to extend a connection to the existing monument and install a GFCI outlet on the back. Work based on drawings provided.	0		0.00
Yule Way Existing Monument	0		0.00
Mobilization each way per truck/per mile.	4	130.00	520.00
(Labor & Equip.) Directional bore and place a 1"UL HDPE conduit. Does not include spoils control and potholing.	164	12.00	1,968.00
Vac Trailer for utility potholing and spoils control during directional drilling	1	1,920.00	1,920.00
(Materials) Provide 1" HDPE UL Listed conduit	165	0.79	130.35
(Materials) Provide 1" Shurlock couplings	2	17.00	34.00
(Materials) Provide 2" PVC Conduit.	10	3.24	32.40
(Materials) Provide 2"x24"x90 with bell.	2	7.95	15.90
Electrical labor to install meters panels & hardware		1,950.00	0.00
Electrical connections to monument & GFCI outlet		1,625.00	0.00
Install a 11"x 18"x 12" Handhole.		360.00	360.00
Provide a 11"x 18"x 12" Plastic Handhole.	1	70.20	70.20
Project Manager Labor (Per Hour)	2	165.00	330.00
	0		0.00
	0		0.00
Assumptions:	0	0.00	0.00

Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds.
 All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply.
 Wildlife, environmental, or stormwater impact studies are not included in this quote.
 Force Majeure- CCE is not responsible for any unforeseen circumstances.
 As-built plans are not included unless specifically mentioned in this Estimate.
 Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal
 CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities.
 Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to

sandy or rocky conditions, or buried debris, there will be additional charges.
 We will make three bore attempts. If we are unsuccessful there will be a \$1,700.00 minimum charge and we will renegotiate.
 All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost.
 If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit.
 All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge.
 This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE.
 This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.

Pricing below for Leyden Rock on the east side Yule Way. ROW permit, Electrical permit & Traffic control to directional bore a 1"UL HDPE pipe across Yule Way 75' and place a new plastic pull box to extend wiring to a GFCI outlet & an upright on rocket post to a future monument. Specific location to be staked by the HOA.	0		0.00
Mobilization	3	130.00	390.00
Traffic control per day.	1	400.00	400.00
(Labor & Equip.) Directional bore and place a 1" conduit. Does not include spoils control and potholing.	75	12.00	900.00
Vac Trailer for utility potholing and spoils control during directional drilling	1	1,920.00	1,920.00
(Materials) Provide 1" HDPE UL Listed conduit	75	0.79	59.25
Install mule tape in empty conduit.	75	0.75	56.25
Provide Mule Tape (per ft).	75	0.07	5.25
Install a 11"x 18"x 12" plastic Handhole.	1	360.00	360.00
Provide a 11"x 18"x 12" plastic Handhole.	1	70.20	70.20
Electrical connections to Rocket post light & GFCI outlet on east side	0	1,625.00	0.00
Project Manager Labor (Per Hour)	2	165.00	330.00

Thank you for your business.

BALANCE DUE

\$9,871.80

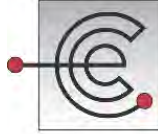
To pay via Card please contact the Account Executive you have been working with. Note, there is a 3.5% fee on top of the invoice amount for a credit card payment.

Invoice terms are net 30. 1.5% interest per month and any attorney fees will be charged on invoices not paid in 30 days.

To pay with a credit card, a 3.4% processing fee will be added. Contact your Sales Rep to have this set up.

Communication Construction & Engineering, Inc.

901 E 73rd Ave
 Denver, CO 80229-6816

**INVOICE**

BILL TO
 Katie Call
 Leyden Rock Metropolitan District c/o Advance HOA Management
 17865 W. 83rd Drive
 Arvada, Colorado 80007
 United States

INVOICE 6658
DATE 07.31.2024
DUE DATE 08.30.2024

SALES REP
 Norm

DESCRIPTION	QTY	RATE	AMOUNT
Pricing below for work at Leyden Rock- Entrance #2 at Culebra St. We will apply for a ROW permit & Electrical permit to directional bore 740' to place a 2"UL HDPE pipe from the existing meter pedestal feeding the irrigation controllers behind the home on W. 84th Ave. There will be 4 pull boxes placed along the way to aid in pulling in a 2AWG CU conductors. At the east side of the street we will stub out a 1"UL HDPE pipe 10' to feed a rocket post GFCI outlet & LED upright to a future monument.	0		0.00
Apply for an address assignment, electrical permit, Xcel application, coordination for inspections	1	1,430.00	1,430.00
Obtaining Right of way permit.	1	360.00	360.00
Cost of Right of way permit. Note: Permit costs are estimated and additional costs will be pass through.	1	540.00	540.00
Obtaining Traffic Control Plans per sheet.	1	195.00	195.00
Traffic control per day.	2	960.00	1,920.00
Mobilization	6	130.00	780.00
(Labor & Equip.) Directional bore and place a 2" conduit. Does not include spoils control and potholing.	740	12.00	8,880.00
Install a 11"x 18"x 12" Plastic Handhole.	4	360.00	1,440.00
Provide a 11"x 18"x 12" Plastic Handhole.	4	70.20	280.80
(Materials) Provide 2" PVC Conduit.	740	3.24	2,397.60
(Materials) Provide 2" Shurlock couplings.	6	16.75	100.50
(Materials) Provide 2"x12"x90 with bell.	6	4.00	24.00
(Materials) Provide 1" HDPE UL Listed conduit	20	0.79	15.80
(Materials) Provide 1" Shurlock couplings	2	17.00	34.00
Install mule tape in empty conduit.	740	0.75	555.00
Provide Mule Tape (per ft).	740	0.07	51.80
Install 2AWG CU wiring& submersible splices to provide 10-amps at each GFCI		10,692.50	0.00
Install a duplex GFCI outlet & LED upright on rocket posts		1,625.00	0.00
Project Manager Labor (Per Hour)	2	165.00	330.00
	0		0.00

Assumptions:	0	0.00	0.00
<p>Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds. All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply. Wildlife, environmental, or stormwater impact studies are not included in this quote. Force Majeure- CCE is not responsible for any unforeseen circumstances. As-built plans are not included unless specifically mentioned in this Estimate. Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities. Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to sandy or rocky conditions, or buried debris, there will be additional charges. We will make three bore attempts. If we are unsuccessful there will be a \$1,700.00 minimum charge and we will renegotiate. All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost. If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit. All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge. This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE. This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.</p>			
Separated costs below for boring across to the west side of Culebra St to the existing monument approx. 135' to place a 2"HDPE pipe to a new pull box and then extending circuit wiring to a GFCI outlet on the back of the monument and connecting the wiring to the existing wiring feeding the monument. Includes Traffic control & permit estimations. Actual permit costs will be invoiced.	0		0.00
Mobilization	3	130.00	390.00
Provide electrical permit extension	1	455.00	455.00
Obtaining Right of way permit at a later date	1	360.00	360.00
Cost of Right of way permit. Note: Permit costs are estimated and additional costs will be pass through.	1	585.00	585.00
Traffic control per day.	1	960.00	960.00
Obtaining Traffic Control Plans per sheet.	1	195.00	195.00
(Labor & Equip.) Directional bore and place a 2" conduit. Does not include spoils control and potholing.	135	12.00	1,620.00
Vac Trailer for utility potholing and spoils control during directional drilling	1	1,920.00	1,920.00
(Materials) Provide 2" HDPE Conduit	135	2.45	330.75
Install a 11"x 18"x 12" Handhole.	1	360.00	360.00
Provide a 11"x 18"x 12" Plastic Handhole.	1	70.20	70.20
Provide & install wire & submersible splices	0	1,027.00	0.00
Provide & install electrical GFCI outlet & connection to monument from east side pull box	0	5,037.50	0.00
Project Manager Labor (Per Hour)	2	165.00	330.00

Thank you for your business.

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BALANCE DUE

\$26,910.45

Invoice terms are net 30. 1.5% interest per month and any attorney fees will be charged on invoices not paid in 30 days.

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THE ARCHITERRA GROUP, INC
 5881 S. Deframe St
 Littleton, CO 80127
 303.948.0766

INVOICE #	7910
DATE	7/9/2024
DUE DATE	8/8/2024
P.O. #	

BILL TO:

Ms. Megan J. Murphy
 White Bear Ankele Tanaka & Waldron
 2154 E Commons Ave
 Ste 2000
 Centennial, CO 80122

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared for and attended pre-application meeting with the City of Arvada. Obtained meeting notes, conducted past meeting follow-up and misc. coordination.</p> <p>LABOR: K Lietzke - 0.5 hrs @ \$75/hr L Dominguez - 11.5 hrs @ \$115/hr Labor Subtotal</p> <p>CONSULTANTS: Elevation Consulting Group (inv 1771)</p>	<p>37.50 1,322.50 1,360.00 3,350.00</p>
<u>\$4,710.00</u>	

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$94,197.65	58%

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THE ARCHITERRA GROUP, INC
 5881 S. Deframe St
 Littleton, CO 80127
 303.948.0766

INVOICE #	7925
DATE	8/6/2024
DUE DATE	9/5/2024
P.O. #	

BILL TO:

Ms. Megan J. Murphy
 White Bear Ankele Tanaka & Waldron
 2154 E Commons Ave
 Ste 2000
 Centennial, CO 80122

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Design development for project sites and misc. coordination.</p> <p>LABOR: J St. George-Schreder - 33.25 hrs @ \$85/hr L Dominguez - 62.25 hrs @ \$115/hr D Pearson - 0.5 hrs @ \$180/hr A Littlefield - 0.5 hrs @ \$60/hr Labor Subtotal</p> <p>EXPENSES: 62 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 25 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>2,826.25 7,158.75 90.00 30.00 10,105.00</p> <p>21.70 18.75 40.45</p> <p><u>\$10,145.45</u></p>

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$84,052.20	62%

The Architerra Group, Inc. thanks you for your business. Please indicate the invoice number on your check.



THE ARCHITERRA GROUP, INC
 5881 S. Deframe St
 Littleton, CO 80127
 303.948.0766

INVOICE #	7882
DATE	6/10/2024
DUE DATE	7/10/2024
P.O. #	

BILL TO:

Ms. Megan J. Murphy
 White Bear Ankele Tanaka & Waldron
 2154 E Commons Ave
 Ste 2000
 Centennial, CO 80122

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared pre-application materials for City of Arvada and misc. coordination.</p> <p>LABOR: K Lietzke - 7 hrs @ \$75/hr L Dominguez - 16 hrs @ \$115/hr</p>	<p>525.00 1,840.00</p>
<u>\$2,365.00</u>	

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$98,907.65	56%

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Certificate Of Completion

Envelope Id: B4CC6EFD4D634576A08457899EBBC688	Status: Completed
Subject: Complete with DocuSign: 2021 Project Fund Requisition No. 18.pdf	
Client Name: LRMD	
Client Number: 011	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 47.4.82.244

Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
8/28/2024 1:42:58 PM	Holly.Hayes@claconnect.com	

Signer Events

Brett Vernon
 brett.vernon@leydenrocklife.com
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 71.218.123.26

Timestamp

Sent: 8/28/2024 1:53:16 PM
 Viewed: 9/4/2024 9:19:12 AM
 Signed: 9/4/2024 9:19:36 AM

Electronic Record and Signature Disclosure:

Accepted: 9/4/2024 9:19:12 AM
 ID: 7048c062-e1e2-4c35-9b65-e43266a57435

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Allison L. Williams
 allison.l.williams@claconnect.com
 Security Level: Email, Account Authentication (None)



Sent: 8/28/2024 1:53:16 PM
 Viewed: 9/4/2024 9:37:29 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/28/2024 1:53:16 PM
Certified Delivered	Security Checked	9/4/2024 9:19:12 AM
Signing Complete	Security Checked	9/4/2024 9:19:36 AM
Completed	Security Checked	9/4/2024 9:19:36 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (the “Agreement”) is made effective this 5th day of September, 2024 (“Effective Date”) by and between LEYDEN ROCK METROPOLITAN DISTRICT (f/k/a LEYDEN ROCK METROPOLITAN DISTRICT NO. 10), a quasi-municipal corporation and political subdivision of the State of Colorado (“Lessor”) and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (“Lessee”).

1. Lessor’s Property. “Lessor’s Property” shall refer to the parcel of land located in the Jefferson County, Colorado, as shown on the Tax Map of said County as Tax Parcel Number 20-233-01-015, being further described on **Exhibit “A”**.

2. Leased Premises. “Leased Premises” shall refer to that portion of Lessor’s Property consisting of a parcel of approximately 3,600 square feet as described in the sketch attached hereto as **Exhibit “B”**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 7. Notwithstanding **Exhibit “B”**, Lessee agrees that the Leased Premises shall be located on Grantor’s Property in a location that is commercially reasonable for Lessee, the furthest as possible from the residential units located adjacent to Grantor’s Property, and that complies with all jurisdictional zoning and permitting requirements for the Improvements and Permitted Use.

3. Grant of Option to Lease. In consideration of Six Thousand Dollars (\$6,000.00) (“Option Fee”) to be paid by Lessee to Lessor within sixty (60) days of Lessee’s execution of this Agreement, Lessor hereby grants to Lessee the Option, for a period of twenty-four (24) months, commencing on the Effective Date (“Option Period”), to lease the Leased Premises, on the terms and conditions set forth in this Agreement (the “Option”).

4. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, the Option Renewal Period, and the Lease Term, Lessee shall have the right to analyze the suitability of the Leased Premises for its Permitted Use (as defined herein). Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor’s Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor’s Property, to apply for and obtain all licenses and permits required for Lessee’s Permitted Use from all applicable governmental or regulatory entities, and to do those things on Lessor’s Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor’s Property, the environmental history of Lessor’s Property, Lessor’s title to Lessor’s Property and the feasibility or suitability of the Leased Premises for Lessee’s Permitted Use, all at Lessee’s expense (the “Due Diligence”). Activities conducted in connection with Lessee’s Due Diligence shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12. Upon completion of Lessee’s Due Diligence activities, Lessee shall promptly restore Lessor’s Property to its prior condition, reasonable wear and tear excepted.

(B) Temporary Access Road and Easement for Due Diligence. To facilitate Lessee’s Due Diligence, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right, and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor’s Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor’s Property is shown on **Exhibit “B”**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12, herein.

5. Extension, Termination and Exercise of Option.

(A) Right to Extend Option Period. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for one (1) additional twelve (12) month period (the "Option Renewal Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. Lessee shall pay Lessor the amount of Three Thousand Dollars (\$3,000.00) ("Option Extension Fee") within sixty (60) days of the commencement of each Option Renewal Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or the Option Renewal Period, by sending written notice of termination to Lessor.

(C) Expiration of Option Period. If, upon expiration of the Option Period or Option Renewal Period, Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and Option Extension Fee previously paid.

(D) Exercise of Option. Prior to expiration of the Option Period or the Option Renewal Period, Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the first day of the month following such exercise ("Commencement Date"), the Lease Term, as defined in Section 9 herein, shall commence and the Easements, as defined in Section 8, shall become effective.

6. Lessor's Cooperation. During the Option Period, the Option Renewal Period, and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence and to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its Permitted Use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

7. Leased Premises; Survey. Following exercise of the Option, Lessee shall provide Lessor with a copy of a boundary survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"** (the "Survey"). The Survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

8. Easements. Effective on the Commencement Date, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees

and their employees, agents and contractors: (i) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein; (ii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for access, ingress, egress and for construction purposes including without limitation staging and storing of equipment, vehicles, cranes and materials seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iii) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, fiber, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option of Lessee, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.

9. Lease Term. Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for a period of five (5) years ("Initial Term"). This Agreement shall automatically be extended for seven (7) additional terms of five (5) years each (each a "Renewal Term") (the Initial Term and Renewal Terms are together the "Lease Term"), unless this Agreement is terminated pursuant to the provisions set forth herein.

10. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with ninety (90) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Rent. Beginning on the Commencement Date, Lessee shall pay Lessor Eighteen Thousand Dollars (\$18,000.00) per year, to be paid in equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) ("Rent"). The first payment of Rent shall be due and payable on the first day of the first full month following the Commencement Date. On the first anniversary of this date, and each subsequent anniversary of this date thereafter, the Rent shall increase by three percent (3%) above the Rent being paid during the most recent year.

12. Use of Property. The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining, and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, radios, cables, fiber, data storage systems and related communications equipment ("Improvements") and, (ii) any uses incidental thereto, including without limitation, use of back-up power systems, and installation of equipment to accommodate new technologies or future innovations for receiving, storing and transmitting signals for Lessee's use and the use of its sublessees, licensees customers, or invitees (collectively the "Permitted Use"). Lessee may place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's Improvements shall not constitute a fixture.

13. Hazardous Materials.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines,

judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

14. Insurance. At all times during the performance of its Due Diligence and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and shall name the Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

15. Removal of Obstructions. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

16. Right of First Refusal. If, during the Option Period, the Option Renewal Period, or the Lease Term, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for

the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

17. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, and provides Lessee with documentation supporting any such payment(s), within one (1) year after the date such taxes became due.

18. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

19. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon ninety (90) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to three months' Rent.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate this Lease, vacate the Leased Premises and be relieved from all further

obligations under this Agreement; and to perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

20. Limitation on Damages. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

21. Hold Harmless. To the extent permitted by law, each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

22. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

23. Interference with Lessee's Business. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

24. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to pursue all available remedies at law or equity.

25. Applicable Law and Venue. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

26. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

Leyden Rock Metropolitan District
c/o Advance HOA Management
17685 W. 83rd Drive
Arvada, CO 80007

Lessee:

Crown Castle Towers 06-2 LLC

Attn: Legal - Real Estate
2000 Corporate Drive
Canonsburg, PA 15317-8564

27. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable time after such notice with respect to any non-monetary default.

28. Mortgages. In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form.

29. Sale of Property. If during the Option Period, Option Renewal Period, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

30. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

31. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

32. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

33. Miscellaneous.

(A) Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

(B) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

(C) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(D) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(E) Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(F) Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(G) Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or email electronic signatures.

(H) IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

(I) Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of Lessor and, in particular, governmental immunity afforded or available to Lessor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.


(J) Subject to Annual Appropriation and Budget. Lessor does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of Lessor pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. Lessee expressly understands and agrees that Lessor's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by Lessor, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Lessor or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Lessor's funds. Lessor's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire Lease Term.

[Execution Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

LEYDEN ROCK METROPOLITAN DISTRICT, (f/k/a
LEYDEN ROCK METROPOLITAN DISTRICT NO. 10),
a quasi-municipal corporation and political subdivision of
the State of Colorado

By: 
Brett Vernon (Sep 5, 2024 18:34 MDT)

Print Name: Brett Vernon

Print Title (if any): Board President

Date: 9/05/2024

LESSEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title (if any): _____

Date: _____

[Add notary or attestation, as required by state law]

EXHIBIT "A"

2018089007 9/28/2018 10:29 AM
PGS 2 \$18.00 OF 50.00
Electronically Recorded Jefferson County, CO
Patty Griffin, Clerk and Recorder T01000 11

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 10th day of September, 2018, between **RRCEA LLC**, a Colorado limited liability company ("**Grantor**"), in favor of **LEYDEN ROCK METROPOLITAN DISTRICT**, (*é/k/a/* Leyden Rock Metropolitan District No. 10), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o **WHITE BEAR ANKELE TANAKA & WALDRON**, 2154 E. Commons Ave., Ste. 2000, Centennial, CO 80122, hereinafter referred to as ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, for public purpose and access, all the surface of the real property, together with improvements, if any, situate, lying, and being in the County of Jefferson, State of Colorado, described as follows:

Tract D, Leyden Rock Subdivision Filing No. 5, City of Arvada, County of Jefferson, State of Colorado

TOGETHER with all and singular the rights, tenements, easements, appendages, ways, hereditaments, privileges and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (collectively, the "**Property**")

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its heirs, successors and assigns, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the Property in the quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof **BY, THROUGH OR UNDER** Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

RRCEA LLC, a Colorado limited liability company

By: 

Its: _____

STATE OF COLORADO)

)ss

COUNTY OF JEFFERSON)

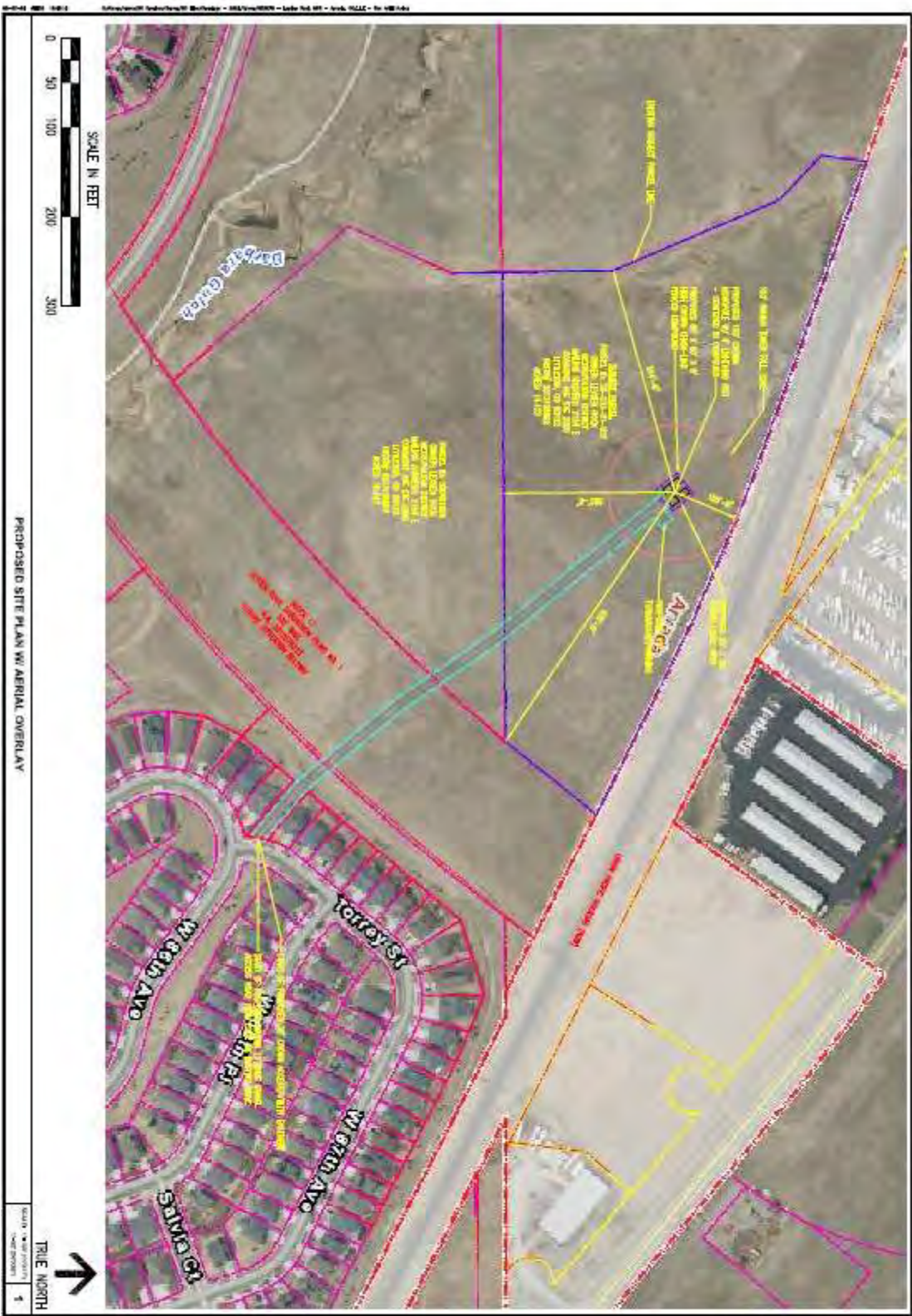
The foregoing instrument was acknowledged before me this 10th day of September, 2018, by Chris Elliott, as MARCELA of RRCEA LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 4-27-2019


Notary Public

MEGAN MURPHY
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification # 20154019646
My Commission Expires 4/27/2019



PROPOSED SITE PLAN W/ AERIAL OVERLAY

TRUE NORTH


LE-1A

SHEET TITLE
**PROPOSED SITE PLAN
 W/ AERIAL OVERLAY**

SITE ADDRESS
 3033 LAYSHIN ROCK DR NW
 ALPHARETTA, GA 30007

OWNER
 [Redacted]

DATE
 [Redacted]

SCALE
 [Redacted]

PROJECT NO.
 [Redacted]

DATE
 [Redacted]

DESCRIPTION
 [Redacted]

NO. [Redacted]

DATE [Redacted]

DESCRIPTION [Redacted]

NO. [Redacted]

DATE [Redacted]

DESCRIPTION [Redacted]

NO. [Redacted]

DATE [Redacted]

DESCRIPTION [Redacted]

NO. [Redacted]

DATE [Redacted]

DESCRIPTION [Redacted]



EXHIBIT “C”

[Attach boundary survey once obtained]

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LEYDEN ROCK METROPOLITAN DISTRICT
Regarding Policies, Procedures and Penalties for the Enforcement of the Governing
Documents**

WHEREAS, Leyden District (the“**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Covenants and Restrictions of Leyden Rock recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2012033713, on March 29, 2012, (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

WHEREAS, on December 5, 2016 the Board adopted the Resolution of the Board of Directors of the Leyden Rock Metropolitan District Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action. Any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (the “**Owner**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the “**District Representative**”) and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred. The submitter of the complaint shall provide a statement describing the alleged violation, shall identify themselves, the alleged violator, if known, the date on which the violation exists or occurred, and provide any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the District.

4. Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure, such as installing an unapproved structure on a property or neglecting to maintain the exterior appearance of a property) has occurred, the District Representative and the Board shall take the following steps:

a. Continuous Violation Warning Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Continuous Violation Warning Letter**” via first-class United States mail to the last known Owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Continuous Violation Warning Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Continuous Violation Warning Letter and diligently prosecute the same to completion. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Continuous Violation Warning Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office for the county in which the District is located (collectively, the “**Property Address**”). The District Representative may deviate from the mailing destinations as included in the Property Address if requested by the Owner in writing. Upon receipt of any notice regarding a Continuous Violation, an Owner may propose arrangements to cure the violation to the District Representative. A

District Representative may approve or deny arrangements to cure a Continuous Violation based on what is reasonable under the circumstances. If a District Representative denies arrangements for curing a Continuous Violation they must provide the Owner notice in writing prior to imposing any fines (“**Denial Letter**”). The Denial Letter shall further state the reasoning for the denial and that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Denial Letter.

b. Notice of Complaint and Opportunity to Be Heard. If the Owner has not cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Continuous Violation Warning Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard (“**Fine Notice**”) to the Owner at the Owner’s address notifying the Owner of the Continuous Violation and that a fine will be imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 if the violation is not cured or no hearing is requested as set forth below. The Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Fine Notice. The District may impose additional fines with each notice sent after the Fine Notice without the necessity of providing the Owner with the opportunity for additional hearings thereafter.

c. Notices of Ongoing Violation and Fine. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Fine Notice, the first fine set forth in Paragraph 10 shall then be imposed, and this shall be considered a third violation for which a fine will be imposed. The District Representative shall send a notice of ongoing violation (“**Ongoing Violation and Fine Notice**”) to the Owner at the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and providing notice that the first fine has been imposed, and that an additional fine is being imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Violation and Fine Notice or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation and Fine Notice, this shall be considered a fourth violation for which an additional fine will be imposed. A second Ongoing Violation and Fine Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 10 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation and Fine Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a **“Repetitious Violation”** (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Repetitious Violation Warning Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an **“Repetitious Violation Warning Letter”** via first-class United States mail to the last known owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 180 days of the date of the Repetitious Violation Warning Letter may result in the imposition of fines. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Repetitious Violation Warning Letter to the Property Address.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 180 days of date of the Repetitious Violation Warning Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 10. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (**“Repetitious Violation and Fine Notice”**). The first such Repetitious Violation and Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation and Fine Notice. The District may impose additional fines with each Repetitious Violation and Fine Notice sent after the first Repetitious Violation and Fine Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Impartial Decision Maker. Pursuant to Colorado law, an Owner has the right to be heard before an **“Impartial Decision Maker”**. An Impartial Decision Maker is defined under Colorado law as a person or group of persons who have the authority to make a decision regarding the enforcement of the District’s Governing Documents, including architectural requirements, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than that of other owners subject to the same Governing Documents. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

7. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.a, 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place

of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by an Impartial Decision Maker.

8. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Fine Notice or the first Repetitious Violation and Fine Notice, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Fine Notice or the first Repetitious Violation and Fine Notice, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation

9. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative shall send notice of determination (“**Notice of Determination**”) to the Owner’s Address informing the Owner of the Impartial Decision Maker’s findings. If the Impartial Decision Maker finds the Owner is in violation of the Governing Documents the District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth in Paragraph 10 below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

10. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations

First Violation (Continuous Violation Warning Letter):	\$ 0.00
Second Violation (Fine Notice):	\$ 25.00
Third Violation (First Ongoing Violation and Fine Notice):	\$ 50.00
Fourth Violation (Second Ongoing Violation and Fine Notice):	\$ 100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Violation (Repetitious Violation Warning Letter):	\$ 0.00
Second Violation (First Repetitious Violation and Fine Notice):	\$ 25.00
Subsequent Violations (Repetitious Violation and Fine Notice):	\$ 50.00 per offense

11. Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District. Until paid such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served.

12. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, certification to the county Treasurer's Office of delinquent fees, rates, tolls, fines, penalties, charges and/or assessments related specifically to covenant enforcement and design review services and any other legal or equitable remedies available to the District.

15. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel engaged for covenant enforcement matters ("Special Counsel") to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

16. Certification of Account to County Treasurer. Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes. The certification process may be performed by the District Representative, Special Counsel or general counsel to the District in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

17. Disputes. In the event of any dispute involving the District and an Owner related to the enforcement of any covenants or design review services, the Owner may request to meet with the Board to resolve the dispute informally and without the need for additional enforcement actions. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Section shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the District nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

18. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

19. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

20. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to Leyden Rock Metropolitan District. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

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

22. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED SEPTEMBER 17, 2024.

DISTRICT:

LEYDEN ROCK METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2024
Updated as of September 10, 2024

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 06/30/24	\$ 14,772.21	\$ -	\$ -	\$ -	\$ 14,772.21
Subsequent activities:					
07/09/24 Transfer from CSAFE	200,000.00	-	-	-	200,000.00
07/10/24 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
07/10/24 Transfer to AHM	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Bill.com Payments	-	-	-	(12,960.00)	(12,960.00)
07/12/24 Bill.com Payments	-	-	-	(2,000.00)	(2,000.00)
07/15/24 Transfer from CSAFE	13,000.00	-	-	-	13,000.00
07/17/24 Check #1211	(3,122.08)	-	-	-	(3,122.08)
07/23/24 Bill.com Payments	(13,368.83)	-	-	(2,365.00)	(15,733.83)
07/31/24 Bill.com Payments	-	-	-	(4,710.00)	(4,710.00)
08/07/24 ADP Wage Pay	(107.65)	-	-	-	(107.65)
08/10/24 Reverse Check #1211	3,122.08	-	-	-	3,122.08
08/12/24 Bill.com Payments	-	-	-	(1,200.00)	(1,200.00)
08/13/24 Transfer from CSAFE	125,000.00	-	-	-	125,000.00
08/14/24 Transfer to AHM	(125,000.00)	-	-	-	(125,000.00)
08/23/24 Transfer from CSAFE	50,000.00	-	-	-	50,000.00
08/26/24 Bill.com Payments	-	-	-	(1,270.92)	(1,270.92)
08/27/24 Bill.com Payments	-	-	-	(10,145.45)	(10,145.45)
08/30/24 Transfer from CSAFE	150,000.00	-	-	-	150,000.00
08/31/24 Transfer from GF to CPF for Clubhouse Refresh	(17,617.36)	-	-	17,617.36	-
09/03/24 Transfer to AHM	(150,000.00)	-	-	-	(150,000.00)
09/05/24 Requisition No. 18	-	-	-	54,002.70	54,002.70
09/05/24 Bill.com Payments	-	-	-	(186.44)	(186.44)
Anticipated activities:					
Anticipated Bill.com Payments	(15,042.30)	-	-	(36,782.25)	(51,824.55)
Anticipated Balance	\$ 46,636.07	\$ -	\$ -	\$ -	\$ 46,636.07
<u>Advanced HOA Management - Checking</u>					
Balance as of 06/30/24	\$ -	\$ 56,536.18	\$ -	\$ -	\$ 56,536.18
Subsequent activities:					
Anticipated Balance	\$ -	\$ 56,536.18	\$ -	\$ -	\$ 56,536.18
<u>Advanced HOA Management - Petty Cash/Debit Card</u>					
Balance as of 06/30/24	\$ -	\$ 4,253.84	\$ -	\$ -	\$ 4,253.84
Subsequent activities:					
Anticipated Balance	\$ -	\$ 4,253.84	\$ -	\$ -	\$ 4,253.84
<u>CSAFE</u>					
Balance as of 06/30/24	\$ 505,642.05	\$ -	\$ 126,764.76	\$ -	\$ 632,406.81
Subsequent activities:					
07/09/24 Transfer to First Bank	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Property/SO tax	727,047.18	-	945,573.69	-	1,672,620.87
07/10/24 Transfer to First Bank	(15,000.00)	-	-	-	(15,000.00)
07/15/24 Transfer to First Bank	(13,000.00)	-	-	-	(13,000.00)
07/31/24 Interest Income	7,492.40	-	-	-	7,492.40
08/12/24 Property/SO tax	18,407.60	-	23,940.29	-	42,347.89
08/13/24 Pledged Revenue Transfer	-	-	(1,072,338.45)	-	(1,072,338.45)
08/13/24 Transfer to First Bank	(125,000.00)	-	-	-	(125,000.00)
08/23/24 Transfer to First Bank	(50,000.00)	-	-	-	(50,000.00)
08/30/24 Transfer to First Bank	(150,000.00)	-	-	-	(150,000.00)
08/31/24 Interest Income	2,976.44	-	3,153.33	-	6,129.77
Anticipated activities:					
Anticipated Pledged Revenue Transfer	-	-	(27,093.62)	-	(27,093.62)
Anticipated Balance	\$ 708,565.67	\$ -	\$ -	\$ -	\$ 708,565.67
<u>UMB - 2021 Bond Fund</u>					
Balance as of 06/30/24	\$ -	\$ -	\$ 687,922.55	\$ -	\$ 687,922.55
Subsequent activities:					
07/31/24 Interest Income	-	-	3,189.90	-	3,189.90
08/13/24 Pledged Revenue Transfer	-	-	1,072,338.45	-	1,072,338.45
08/31/24 Interest Income	-	-	3,054.04	-	3,054.04
Anticipated activities:					
Anticipated Pledged Revenue Transfer	-	-	27,093.62	-	27,093.62
Anticipated Balance	\$ -	\$ -	\$ 1,793,598.56	\$ -	\$ 1,793,598.56
<u>UMB - 2021 Project Fund</u>					
Balance as of 06/30/24	\$ -	\$ -	\$ -	\$ 4,033,857.53	\$ 4,033,857.53
Subsequent activities:					
07/31/24 Interest Income	-	-	-	17,260.89	17,260.89
08/31/24 Interest Income	-	-	-	17,901.86	17,901.86
Anticipated activities:					
Anticipated Requisition No. 18	-	-	-	54,002.70	54,002.70
Anticipated Balance	\$ -	\$ -	\$ -	\$ 4,123,022.98	\$ 4,123,022.98
Anticipated Balances	\$ 755,201.74	\$ 60,790.02	\$ 1,793,598.56	\$ 4,123,022.98	\$ 6,732,613.30

Yield information (as of 08/31/24):
CSAFE - 5.31%
UMB invested in Goldman Sachs Govt Fund - 5.11%

Leyden Rock Metropolitan District
Interim Claims 08/13/24 - 09/10/24

Invoice Date	Payment Date	Vendor	Invoice Number	Amount
04/26/24	08/12/24	Shelby Williams	CD1180	\$ 1,200.00
06/20/24	08/26/24	Rico's Upholstery, Inc.	212524	402.00
07/17/24	08/26/24	Grants Custom Carpentry	91	465.00
08/06/24	08/27/24	The Architerra Group, Inc.	7925	10,145.45
08/08/24	08/26/24	Pottery Barn	57082769	403.92
08/19/24	09/05/24	Grants Custom Carpentry	ReimbursementAug24	186.44
				<u>\$ 12,802.81</u>

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	September 6, 2024

<p>2024 Regular Board Meeting Schedule: <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 2 ❖ February 6 ❖ March 5, canceled ❖ April 2, canceled ❖ May 7 ❖ June 4 ❖ July 2, canceled ❖ August 6, canceled ❖ September 3, canceled ❖ October 11 ❖ November 5, online only ❖ December 3 	<p>2024 Regular Board Meeting Schedule: <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 16 ❖ February 20 ❖ March 19 ❖ April 16 ❖ May 21 ❖ June 18 ❖ July 16- ANNUAL MEETING ❖ August 20 ❖ September 17 ❖ October 15 ❖ November 19- BUDGET HEARING ❖ December 17
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2023), for collection in 2024 23.256 mills - (general fund) 30.246 mills - (debt service fund)</p>	<p>Board of Directors:</p> <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ Jen Langhals, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance & Staffing, Social Events</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ Republic Landfill Free Day: Saturday, October 5th ❖ Republic Community Meeting: Tuesday, October 22nd ❖ Clubhouse Voting Poll Center: October 31 – November 7 (includes set up, poll and clean up)
<p>Landscape Committee: Tanis Batsel-Stewart Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ E-newsletter Performance: Total Contacts: 2,133 Email Open Rate: 76%

COMPLIANCE INSPECTIONS

Inspector: Pam Mitchell

<p>Schedule:</p>	<p>Inspections occur weekly. Trash day: Monday</p> <p>Week 1: Filing 1 & 2 Week 2: Filing 3 & 4 Week 3: Filing 5 Week 4: Filing 6</p> <p>Every drive re-inspects existing violations that are flagged for inspection</p>
<p>Ways of Working:</p>	<p>Katie to review report violation report weekly:</p> <ul style="list-style-type: none"> - Courtesy Notices auto-send from inspector findings - Identify addresses that require additional support by Pam. - Close violations as needed. - Send violations to the attorney as needed. <p>Katie to flag any items to Pam for the following week by Wednesday.</p> <p>Pam may close a violation before compliance date if cured but cannot escalate to next step before the compliance date.</p> <p>Pam to email or text Katie potential exterior modification that may require approval (such as painting or major landscape renovation taking place) and note vehicles driving through common areas to access their units and any construction/project activity.</p>
<p>Priorities:</p>	<p>Landscaping:</p> <ul style="list-style-type: none"> - Lawn – brown / dead grass: June through September - Lawn Maintenance- mowed & trimmed. - Weeds in lawn and rock beds: all year - Dead shrubs/trees: all year <p>– Seasonal pruning</p> <p>Other Items:</p> <ul style="list-style-type: none"> - Trash can storage: all year - Basketball hoops: all year <ul style="list-style-type: none"> – must be stored halfway up driveway when not in use – prohibited to be attached to the home - General disrepair (fences, shingles, shutters) - Unsightly conditions (exterior storage of landscaping materials & equipment, oil stains, un-stored items) <p>Seasonal:</p> <ul style="list-style-type: none"> - Holiday lighting, including clips. - Snow removal <ul style="list-style-type: none"> – owners are responsible for removing snow on driveways & sidewalks

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Holiday Lighting Proposal	Updated lighting proposal to include Culebra/Yule entrances	Complete
Website Host Transfer	Transition website to Streamline	Complete
Pet Stations	Station relocation	Complete
Paint & Stain Compliance Review	Consideration of extended cure periods for properties identified with Board liaisons	Complete
Jellyfish Lighting	Working with Jeff/Scott to review & consider updated guidelines	In progress with WLPP
Budget Season	Requesting 2025 proposals	In progress
Pool Closing	Coordination of closing pool	In progress
Clubhouse Refresh	Refresh includes updated furniture, design upgrades, acoustic elements	In progress
Pool Lighting	Upgrade lights to LED	In progress
Trail Condition Review	Review condition of all District-owned trails	In progress
Community FAQ	Compile FAQ questions from Board members and create location on website	On hold, website placement
Clubhouse Updated Cleaning Checklist	Cleaning requirement changes from refresh	In progress, pending completion of clubhouse refresh
Pool Plaster	Resurfacing the pool	On Hold
Concrete Repairs	Identifying concrete repair needs around the community	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Tower Storage Room	Seeking shelving options to better utilize storage space	On hold
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	On Hold
Landscape Project Planning	Project planning for landscape projects with Board liaisons	Ongoing
Lifestyle	Event planning/execution	Ongoing
Sponsorship Management	Community Partnerships	Ongoing
Weekly Community E-Newsletter	Content creation	Ongoing
District Website Management	Updates to website	Ongoing

Wayfinding Signs/Message Board	Updates to current information	Ongoing
Reservation Calendar	Managing private rental and clubhouse use	Ongoing
Vendor Management	Ongoing vendor maintenance and meetings	Ongoing
Board Meeting Prep	Management Report and memo prep	Ongoing
Financials	Invoice Review	Ongoing
Resident Support	Homeowner inquiries	Ongoing
Violations	Inspection review and follow up	Ongoing
Architectural Review	Application review and follow up	Ongoing
Surveillance Monitoring	Review of surveillance camera footage and follow up	Ongoing
Hybrid Meeting Prep	Support from Mountain Media Productions for Board meeting	Ongoing

ANNUAL CALENDAR - 2024

January	<ul style="list-style-type: none"> ▪ District Office Closed - New Years Day ▪ Domain Auto Renewal - January 5, 2024 ▪ District Office Closed – MLK Day ▪ HVAC Preventative Maintenance – Visit 1
February	<ul style="list-style-type: none"> ▪ District Office Closed - February 19, 2024
March	<ul style="list-style-type: none"> ▪
April	<ul style="list-style-type: none"> ▪ Board Email Auto Renewal - April 8, 2024 ▪ Pool Forms/FOB Distribution begins
May	<ul style="list-style-type: none"> ▪ Pet Waste- 3x Weekly Starts ▪ Community Meeting (Arvada Fire & Arvada PD)- May 13, 2024 ▪ District Office Closed – Memorial Day ▪ Snow Contract Expires ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection ▪ HVAC Preventative Maintenance – Visit 2 ▪ Pool Shade Installation ▪ Phase 2 Fence Staining – May 31- June 10, 2024
June	<ul style="list-style-type: none"> ▪ District Office Closed - Juneteenth
July	<ul style="list-style-type: none"> ▪ District Office Closed – Independence Day ▪ District Office Closed - July 5, 2024 ▪ Annual Town Hall Meeting ▪ Request Holiday Lighting Proposal
August	<ul style="list-style-type: none"> ▪ Budget Season Begins, Request Proposals ▪ Budget Working Session #1 ▪ AED Pad Expiration- 2026
September	<ul style="list-style-type: none"> ▪ District Office Closed – Labor Day ▪ Pool Closing Date – Labor Day, <i>Extension to be determined based on weather</i> ▪ Renew Snow Contract ▪ HVAC Preventative Maintenance – Visit 3
October	<ul style="list-style-type: none"> ▪ Pet Waste- 2x Weekly Starts ▪ Draft Budget Due to CLA- October 1 ▪ District Office Closed – October 14, 2024 ▪ Draft Budget Submitted by CLA- October 15 ▪ Irrigation Shutdown / Fall Clean-up ▪ Pool Shade Removal
November	<ul style="list-style-type: none"> ▪ Final Budget Changes to CLA- November 1, 2024 ▪ District Office Closed – Veteran’s Day ▪ Board Meeting/Budget Hearing (Regular Business) - November 19, 2024 ▪ District Office Closed - November 27, half day ▪ District Office Closed- Thanksgiving & Black Friday
December	<ul style="list-style-type: none"> ▪ District Office Closed – Christmas Eve & Christmas Day

LIFESTYLE COMMUNITY CALENDAR- 2024

Events This Month	Children's Hospital Mobile Blood Drive	Thursday, September 12
	Community Yoga	Saturday, September 14
	Fall Festival	Saturday, September 21
Upcoming Events Next Month	Community CPR & First Aid Class	Saturday, October 12
	Republic Community Mtg	Tuesday, October 22
	New Resident Social	Tuesday, October 29
Monthly Events	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month **Sept. 20
	Trivia Night	Last Friday PM of the month **Sept. 20
	Mobile Barber	Rotating Dates, 1x monthly
Signature Events	Easter	Sunday, March 24, 2024
	Pool Opening Party	Friday, May 24, 2024
	Fourth of July	Thursday, July 4, 2024
	Fall Fest	Saturday, September 21, 2024
	Adults Night Out- 2x	TBD
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December, Saturday, December 7, 2024
	Santa Visits	Saturday, December 14, 2024 Sunday, December 15, 2024
Club Activity	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Chess Club	Bi-weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2025	30 days
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days
Pest Control	Advantage Pest Control	\$95/month	December 31, 2024	30 days

FACILITY MAINTENANCE HISTORY

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
AED	Annual	<ul style="list-style-type: none"> • Inspection for expiration of pads & battery 	
Backflows	Annual Testing Required by COA	<ul style="list-style-type: none"> • Completed in in May/June 2024 	23 backflow locations
Fencing	Each fence staining phase completed once every 5 years Repairs, as needed	<ul style="list-style-type: none"> • Phase 1- 2023, Complete • Phase 2- 2024, Complete • Phase 3- 2025 • Phase 4- 2026 • Phase 5- 2027 Restart <ul style="list-style-type: none"> • Phase 1 – 2028 • Phase 2 – 2029 • Phase 3- 2030 • Phase 4 – 2031 • Phase 5- 2032 	
HVAC	3 preventative maintenance visits per year	<ul style="list-style-type: none"> • Complete 	
Window Washing & Deck Power Wash	Annual	<ul style="list-style-type: none"> • May 22, 2024 (Canceled due to weather, pending rescheduled date) 	
Pool Grill Cleaning	Annual	<ul style="list-style-type: none"> • Complete 	
Pest Control	Monthly	<ul style="list-style-type: none"> • Ongoing 	
Plumbing	PENDING	<ul style="list-style-type: none"> • Inspection of drains, faucets, toilets 	Annual cost \$515.00.
Fire System	PENDING	<ul style="list-style-type: none"> • Inspection of fire extinguishers, emergency lights 	Annual Cost ~ \$385

CLUBHOUSE RENTAL HISTORY

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	<i>5</i>	<i>1</i>	<i>19</i>	<i>25</i>
<i>February</i>	<i>5</i>	<i>-</i>	<i>19</i>	<i>24</i>
<i>March</i>	<i>3</i>	<i>1</i>	<i>17</i>	<i>21</i>
<i>April</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
<i>May</i>	<i>5</i>	<i>-</i>	<i>18</i>	<i>23</i>
<i>June</i>	<i>8</i>	<i>2</i>	<i>9</i>	<i>19</i>
<i>July</i>	<i>3</i>	<i>0</i>	<i>12</i>	<i>15</i>
<i>August</i>	<i>8</i>	<i>2</i>	<i>20</i>	<i>30</i>
<i>September</i>	<i>5</i>	<i>1</i>	<i>15</i>	<i>21</i>
<i>October</i>				
<i>November</i>				
<i>December</i>				



LEYDEN ROCK
METROPOLITAN DISTRICT

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: September 9, 2024

Re: Filing 1 Trail Restoration and Drain

Keesen has been assessing and addressing trail conditions throughout Leyden Rock. Earlier this summer, Joel and Angie from Keesen joined the Board liaisons for an onsite walk to evaluate the condition of several trails, including the trail connecting Filing 1 to Leyden Rock Drive. This trail has been impacted by erosion (see proposal for photos) and has been under review for several months for the best solution. Keesen has proposed a plan to implement a similar swale system that has been used on other trails that will not require a curb cut and comply with City codes.

Project	GL Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Filing 1 Trail Restoration and Drain	Landscape Replacement	\$ 200,000.00	\$ 61,705.23	\$ 20,909.81	\$ 40,795.42





September 06, 2024

WORK ORDER #111371

PROPOSAL FOR

Leyden Rock Metropolitan District
W. 82nd Avenue & Leyden Rock Drive
Arvada, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2024 Trail restoration and Leyden Rock Parkway Drain

This proposal is to restore the trail to safe level conditions for the use of the community. We will begin working with the top-dress of materials, followed by the installation of a cobble lined swale along the upslope side of the trail(360 linear foot blue line). This will divert water to the bottom of the trail where we will install an inlet of a French drain system that will be able to retain a portion of water for the length of the drain and allow percolation in the soil (300 linear foot red line).

***Swale footprint was determined from looking at trail conditions and satellite images indicating general erosion of hill side. This is an attempt to divert the majority of water but does not guarantee diversion of all storm water to occur.**

***This approach will avoid the need to involve City and City permitting for curb cuts.**



Sale	\$20,909.81
Sales Tax	\$0.00
Total	\$20,909.81

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Drain Along Sidewalk	\$0.00	\$10,895.09

There is significant year round runoff across the sidewalk on Leyden Rock Parkway. The runoff is so consistent that there is always moss growing in this area and is a fall hazard on any day of the year. To remedy this issue Keesen will complete the following:

- **Excavate a trench along the sidewalk that starts just past where the water is evident and works south to the existing rock drain that is already in place**
- **This trench will be hand dug due to rocky conditions in the area and approximate dimensions are 12" wide X 18" deep.**
- **Landscape fabric will line the trench**
- **Corrugated piping will be installed**
- **The trench will be filled with 1 1/2" granite rock**
- **The corrugated pipe will be connected to the existing drain**
- **All dirt excavated will be used to fill in eroded areas along the main drives instead of hauled away and disposed**

Trail top-dress and swale install	\$0.00	\$10,014.72
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disposed

\$0.00 \$20,909.81

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Angie Sherman

By _____

Date 9/6/2024

Date _____

**Keesen Landscape Management,
Inc.**

**LEYDEN ROCK
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.