



GREEN MOUNTAIN WATER & SANITATION DISTRICT

**Board of Directors Regular Meeting
July 11, 2023**

13919 W Utah Avenue
Lakewood, CO 80228
(P) 303-985-1581
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E-Mail: customerservice@greenmountainwater.org

NOTICE OF REGULAR MEETING

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

July 11, 2023.

NOTICE IS HEREBY GIVEN that the Board of Directors of the GREEN MOUNTAIN WATER AND SANITATION DISTRICT, of the County of Jefferson, State of Colorado, will hold a regular meeting at 6:00 p.m., Tuesday July 11th, 2023, at 13919 W. Utah Ave., Lakewood, Colorado 80228. This meeting will be held for the purpose of conducting such business as may come before the Board. This meeting is open to the public.

VIRTUAL MEETING OPTION: For those who may not be able to attend in person, the District will offer the option of participating in this meeting by a video/conference call. To attend, please go to:

<https://us06web.zoom.us/j/89533225776>

Or call [+1 669 900 6833](tel:+16699006833) and enter the Meeting ID.

Meeting ID: 895 3322 5776

To troubleshoot issues with connection at the time of the meeting, please follow this link <https://support.zoom.us/hc/en-us/sections/200305593-Troubleshooting>

If you still experience issues, email customerservice@greenmountainwater.org and our IT staff will assist you as soon as possible.

The District does not discriminate on the basis of race, age, national origin, color, creed, religion, sex, sexual orientation or disability in the provision of services. People with disabilities needing reasonable accommodation to attend or participate in a District Board meeting can call (303) 985-1581 or email customerservice@greenmountainwater.org for assistance. Please give notice as far in advance as possible so we can accommodate your request.

Board Members

Karen Morgan President May 2027

David Garner Vice President May 2025

Todd Hooks Treasure May 2027

David Wiechman Secretary May 2025

Roger J. Wendell May 2025

1. **Call to Order/Declaration of Quorum**
2. **Directors' Matters: Disclosure Matters**
3. **Approval of/ Additions to/Deletions from the Agenda**
4. **Public Comment (limit 5 minutes per person)**

Per passed Motion of the GMWSD Board of Directors, May 11, 2021: Members of the public wishing to address the board during the public comment period are asked to keep the comments civil and related to the items in the agenda, or to the conduct of the district business. Members of the public wishing to address the Board will be recognized by the board to maintain proper decorum.

Since the Green Mountain Water and Sanitation District board values your input, we always offer additional opportunities for the public to provide comments by using the district's email system or by phoning into customer service in the event they do not get on during the meeting during the period set aside for the public comment.

5. Approval of Minutes

- a. May 9, 2023, Regular Board Meeting [pg 4](#)
- b. May 18, 2023, Special Board Meeting [pg 11](#)

6. Accessibility Compliance (Jesse Davenport) [pg 13](#)

7. Financial Matters (Doug Pavlich) [pg 17](#)

- a. June/July 2023 Daily/Monthly Operating Expenses & Capital Expenditures [pg 18](#)
- b. June 2023 Unaudited Financial & Investment Report [pg 24](#)
- c. Update First Bank Authorized Signers

8. District Engineer Report (Mike Yost)

- a. Project Construction Report Spreadsheet
- b. Maintenance and Operations Report
- c. Access roads and City of Lakewood coordination
- d. Proposed TOD at Fed Center [pgs 38-95](#)

9. Director's Matters

- a. Updated BOD photos for website
- b. District Manager search update
- c. Hiring Committee discussion

10. Legal Matters (Dylan Woods, Title 32 Attorney for the District)

11. Executive Session Executive Session pursuant to §24-6-402(4)(b) and/or §24-6-402(4)(e), C.R.S. for the purpose of receiving legal advice regarding.

- a. Ravine Bridge
- b. Red Zone Tank
- c. Fossil Ridge
- d. Big Sky
- e. Indigo Metropolitan District position

12. New Business – Notifications for Next Board Meeting

13. Adjourn

**BY ORDER OF THE BOARD OF DIRECTORS:
GREEN MOUNTAIN WATER AND SANITATION DISTRICT**

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

May 9, 2023

A Regular Meeting of the Board of Directors (the “Board”) of the Green Mountain Water and Sanitation District, (the “District”) was held at 6:00 p.m. on Tuesday, May 9, 2023.

The audio recording of this meeting is available on the District’s website.

<p>Attendance:</p>	<p>A Special meeting of the District was scheduled in compliance with the laws of the State of Colorado, with the following directors in attendance:</p> <p>Karen Morgan, Vice President Dave Wiechman, Secretary Todd Hooks, Treasurer Roger Wendell, Director</p> <p>Also present were: Jeff Tyus – District Manager Dylan Woods – Attorney Sam McKay Jeff Baker David Garner Mike Yost Kathy Zawistowski Imara Ludmila John Henderson</p>
<p>Call to Order / Declaration of Quorum:</p>	<p>Director Morgan, noting the presence of a quorum of all Directors, called to order the Special Meeting of the Board of the Green Mountain Water and Sanitation District at 6:00 p.m.</p>
<p>Directors & Disclosure Matters:</p>	<p>There were no disclosure matters.</p>
<p>Approval of/Additions to /Deletions from the Agenda</p>	<p>Director Morgan noted there was an addition to the agenda, adding Super Majority Vote to item 10b.</p> <p>Director Morgan MOVED to separate Election Results and Curing the Board</p>

	<p>Vacancy. Director Hooks seconded, following discussion and upon vote, the motion was PASSED unanimously.</p> <p>Director Morgan MOVED to add a Legislative update to item 10c. Director Wendell seconded, following discussion and upon vote, the motion was PASSED unanimously.</p>
<p>Public Comment:</p>	<p>Director Morgan opened Public Comment:</p> <p>Mike Yost – is a retired Civil Engineer, was thinking about running for a seat on the Board in 2025, however, now that the process is speeding up due to a vacancy, he would like to run for the available seat on the Board. He has a history of working as a Civil Engineer, mostly wastewater specifically for local governments, cities, counties and municipalities. He still has all of his professional licenses even though he is retired. He also is interested in helping the District obtain grant money from Federal and local agencies.</p> <p>Charles – has submitted his resume and interest in becoming a Board member.</p> <p>Kathy Zawistowski – homeowner who is here to continue to support her community in hopes the Board will find a solution to closing the Ravines bridge.</p> <p>Jeff Baker – stated that the community efforts to keep the Ravines bridges open would be better focused on the City of Lakewood, Adam Paul the Mayor and City Council. He would like to see them leave the water and sanitation district alone. Mr. Baker suggested the Board post the Super Majority Resolution on the website for the public.</p> <p>Imara – Thanked Jeff Baker for all he’s done for the District. She also congratulated Director Hooks and Director Morgan for</p>

	<p>being re-elected. Ms. Imara’s comment was directed towards the vacant seat on the Board. She is urging the Board to consider Randy Little, who had the courage to run in the regular election, receiving 1,209 votes (38%). She suggested that rather than three (3) people tonight selecting one (1) person, the Board should listen to the 1,209 constituents that voted for Mr. Little in the regular election.</p> <p>Ludmila – would like to nominate Dave Gardener for the vacant Board seat.</p> <p>John Henderson – wanted to share some highlights of his blog regarding extra territorial service which appear to have been written at a time when the Board was heavily influenced by the Developer and perhaps had a stronger interest in those passions at an earlier time. Given the change in 2018 and going forward it might be an opportunity to return to the roots of the District and the service plan as opposed to the characterization of the district’s purpose and mission in what he would consider outdated rules and regulations.</p> <p>There being no further comments from the public Director Morgan closed public comment.</p>
Election Results	<p>Mr. Woods presented – CRS, the election DEO, will certify the results after their May 11th meeting. CRS or Mr. Woods will then circulate and administer the Oath’s of Office to those who were re-elected, which must be done in 30 days after the election. Those oaths will be filed with the District Court and DOLA.</p>
Curing Board Vacancy: Appointing New Director	<p>Mr. Woods presented the requirements for appointing a new director to the Board.</p>

	Director Hooks MOVED to appoint Dave Gardner to the Board. Director Morgan seconded, following discussion and upon vote the motion PASSED unanimously.
Election of Officers	No action was taken at this time. It will be on the agenda for the June meeting
District Manager Report a. Full Report i. Recognition ii. Dashboards iii. Maintenance Report iv. Project Management v. Operations	This information was provided in the meeting packet, there were no questions or concerns from the Board.
Capital and Construction Projects Project Construction Report Spreadsheet i. Sewer Pipe Lining Bear Creek Golf Course ii. Collection Sewer Pipe Kipling iii. RFI Ravines Structure, award bid iv. RFI Replacement Water Line Pipe Atlantic review and manage, award bid	<p>Scheduled to be done by the end of the month and moving quickly.</p> <p>In full force and moving quickly. Could be done in the next couple of weeks.</p> <p>Director Hooks MOVED to award JVA the bid on replacing the water line pipe on Atlantic Ave and award RESPEC the bid for design of support structure for wastewater pipe over Ravines. Director Wendell seconded, following discussion and upon vote the motion did NOT PASS with a 2 –2 vote.</p> <p>Director Wendell MOVED to award the bid for the Ravines structure to RESPEC, Director Morgan seconded, following discussion and upon vote the motion PASSED unanimously.</p> <p>Director Morgan MOVED to award the bid for the Atlantic water line pipe to RG. Director Hooks seconded, following discussion and upon vote the motion PASSED unanimously.</p>

	<p>Director Hooks MOVED to use JVA to do the flow study and design work for the Fed Center project. Director Wendell seconded, following discussion and upon vote the motion PASSED unanimously.</p>
<p>Financial Matters</p> <p>a. April 2023/May 2023 Daily/Monthly Operation Expenses & Capital Expenditures</p> <p>b. April 2023 Unaudited Financial & Investment Report</p>	<p>Director Hooks MOVED to approve the April 2023/May 2023 Daily/Monthly Operation Expenses & Capital Expenditures and the April 2023 Unaudited Financial & Investment Report. Director Wiechman seconded, following discussion and upon vote, the motion was PASSED unanimously.</p>
<p>Directors Matters</p> <p>a. Initiate Fee Study Based off 10-year Capital Improvement Plan</p> <p>b. Super Majority for Extra Territorial Services</p> <p>c. Legislative Update</p>	<p>Director Morgan would like to get Raftelis to start a reserve study for Capital Projects before the next budget hearing. There were no objections from the other Board members.</p> <p>Director Hooks MOVED to approve the language Mr. Woods proposed, as presented, with a minimum of four (4) directors that vote affirmatively. Director Wendell seconded, following discussion and upon vote the motion PASSED unanimously.</p> <p>State legislation has closed and the only thing the District had pending was opposition to Bill 213.</p>
<p>Legal Matters (Dylan Woods, Title 32 Attorney for the District)</p>	<p>Mr. Woods stated he already gave his update on the election and will work with Dave Gardner to get his Oath of Office filed.</p> <p>Mr. Woods will work with Mr. Tyus to get contracts for RG and RESPEC to get those projects moving forward.</p>

	<p>General litigation update:</p> <ul style="list-style-type: none"> • Big Sky – No action occurring at this time. Director Morgan would like to hold a Special meeting with the new council to hear their initial thoughts on the case. Mr. Woods will reach out and get the next meeting scheduled. • Red Zone Tank – Mr. Woods is drafting the complaint and pursuing the bond. • Former law firm – malpractice for drafting and execution and advice regarding the Big Sky IGA. Because Big Sky remains unresolved, this case is on hold. • Federal Employment Discrimination case – Green Mountain is no longer a part of this case; however, the case is still active.
<p>Executive Session pursuant to §24-6-402(4)(b) and/or §24-6-402(4)(e), C.R.S. for the purpose of receiving legal advice regarding:</p> <ul style="list-style-type: none"> a. Solterra Litigation b. Big Sky 	<p>Director Hooks MOVED to enter Executive session. Mr. Woods stated he did not have any more updates to the Board. Director Hooks withdrew his motion.</p>
<p>New Business – Notifications for Next Board Meeting</p>	<p>Director Morgan requested that Board packets be available online. Mr. Tyus stated that the Board packet is uploaded every Friday with the agenda and taken down at a later date.</p> <p>Mr. McKay would like to meet with the Board in Executive session for the yearly update for IT and cyber security related topics.</p>
<p>Adjourn</p>	<p>Director Hooks MOVED to adjourn the meeting. Director Wendell seconded the motion, following discussion and upon vote</p>

	motion PASSED by unanimous consent, and the meeting was adjourned at 8:37 p.m.
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David Wiechman, Secretary

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
GREEN MOUNTAIN WATER AND SANITATION DISTRICT

May 18, 2023

A Special Meeting of the Board of Directors (the “Board”) of the Green Mountain Water and Sanitation District, (the “District”) was held at 6:00 p.m. on Tuesday, May 18, 2023.

The audio recording of this meeting is available on the District’s website.

<p>Attendance:</p>	<p>A Special meeting of the District was scheduled in compliance with the laws of the State of Colorado, with the following directors in attendance:</p> <p>Karen Morgan, Vice President Dave Wiechman, Secretary Todd Hooks, Treasurer Roger Wendell, Director David Garner, Director</p> <p>Also present were: Jeff Tyus – District Manager Dylan Woods – Attorney Mike Ogborn – Litigation Counsel Sam McKay</p>
<p>Call to Order / Declaration of Quorum:</p>	<p>Director Morgan, noting the presence of a quorum of all Directors, called to order the Special Meeting of the Board of the Green Mountain Water and Sanitation District at 6:00 p.m.</p>
<p>Directors & Disclosure Matters:</p>	<p>There were no disclosure matters.</p>
<p>Approval of/Additions to /Deletions from the Agenda</p>	<p>None</p>
<p>Public Comment:</p>	<p>Director Morgan opened Public Comment:</p> <p>There being no comments from the public Director Morgan closed public comment.</p>
<p>Executive Session pursuant to §24-6-402(4)(b) and/or §24-6-402(4)(e), C.R.S. for</p>	<p>Director Hooks MOVED to enter into Executive Session. Director Garner seconded,</p>

<p>the purpose of receiving legal advice regarding:</p> <p>a. Big Sky</p>	<p>following discussion and upon vote, the motion PASSED to enter executive session at 6:04 p.m. regarding the Big Sky litigation case.</p> <p>Executive session ended at 7:30 p.m.</p>
<p>New Business – Notifications for Next Board Meeting</p>	<p>Director Garner would like to see Risk Mitigation added to Green Mountain Contracts.</p> <p>Director Garner would like to discuss how future meetings could be more efficient.</p>
<p>Adjourn</p>	<p>Director Hooks MOVED to adjourn the meeting. Director Morgan seconded the motion, following discussion and upon vote motion PASSED by unanimous consent, and the meeting was adjourned at 7:32 p.m.</p>

David Wiechman, Secretary



MEMORANDUM TO: The Board of Directors

FROM: Jesse Davenport
IT Manager

SUBJECT: Accessibility Laws for Colorado
State and Local Government
HB21-1110 and SB23-244

Relevant Links

HB21-1110: <https://leg.colorado.gov/bills/hb21-1110>

SB23-244: <https://leg.colorado.gov/bills/sb23-244>

Background

Towards the end of May, Director Morgan requested that I look into the state laws **HB21-1110** and **SB23-244**, which pertain to accessibility in the workplace and online and see what impact they have on the District. Director Morgan also mentioned that JeffCo might be incurring significant costs to deal with the matter. Considering all that, this is obviously something I wanted to really dig into quickly.

One of the reasons for the website upgrade we performed in 2022 was to specifically tackle accessibility issues that the previous site could not address. I felt the most prudent route during the website upgrade was to go forward with the new site as is and hold off on any additional tools to not incur unwarranted costs if the new site was sufficient on its own.

At that time, we also reviewed an additional tool to aid in solving accessibility issues from a company called Monsido. Their tool can automatically scan your site and report on items to address. Tools, like Monsido's, may be of value to us, but my first goal is to see what can be done efficiently in-house and without additional costs. I have placed their quote in the board packet after this memo for your reference, but I do not have a strong read yet on whether they will be necessary. So, TBD on that.

Briefly, Monsido's quote is broken into two parts. First, a prorated cost for this year of \$1,443.00, and then the standard yearly cost of \$4,356.03 on page 2. It is possible, considering the size of our site, that we might only need this tool for one year before we would be able to follow accessibility procedures as standard going forward.

Compliance Requirements

For HB21-1110, I've copied some wording from the states site here. I couldn't find something quite so clean and concise for SB23-244

Responsibilities for State Agencies

- Compliance in the creation and publishing of any online content and materials.
 - Including but not limited to text, links, images, forms, PDFs, documents and embedded third-party applications.
- Establish a written plan with OIT, as part of your annual IT Roadmap, for implementing accessibility standards.
 - The first plan is due July 1, 2022.
- Develop any proposed budget requests, if needed, to ensure compliance by July 1, 2024.

As for **SB23-244**, compliance is critical, but how to approach that is something I'd like to coordinate with the Board and District counsel on. To the best of my knowledge, there are no employees currently who require accessibility accommodations. So, to that point, how many resources should be allocated to working towards compliance in this area? Should the District be prepared to accommodate someone day 1 in a large capacity, or should the approach be rapid adjustments as needed?

Final Thoughts

We have a year to be ready, although complacency on the matter is not how I'd like to approach it. Things can come up on you quickly if they get on the back burner. Things that would help me know how to move forward are the following:

- What is the Board of Director's, and where needed District Counsels, opinion on the situation?
- What is the Board's appetite for costs on this? Compliance at all costs or minimal costs? Just a general course to aim towards here would be helpful.
- What is the Board's level of interest in involvement in these decisions? I'm happy to take a leadership role on this matter, but I'd like some clarity on what level of autonomy you'd like me to operate with.
- What concerns does the Board have regarding this matter?

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

Account Order Form

Current Date: 2023-06-30

Expiration Date: July 30, 2023

Prepared by: Jake Andrade, jake.andrade@optimere.com

Customer
Green Mountain Water & Sanitation
District, CO
13919 West Utah Ave
Lakewood, CO 80228 USA

Term Start Date August 1, 2023
Invoicing Date August 1, 2023 (*Net 30*)
Renewal Date Jan 1, 2025

Primary Contact
Jesse Davenport
jdavenport@greenmountainwater.org

Invoicing Contact
Jesse Davenport
jdavenport@greenmountainwater.org

AUGUST 1, 2023 - JAN 1, 2024 (PRORATED)

PRICE (USD)

Monsido Platform - Economy

\$1,450.00

Web Scanning:

Accessibility PDF Scanning: 100

Users: Unlimited

Features: Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Quality Assurance, Heartbeat, Policy, SEO, Statistics, Training & Support

Monsido Platform - Service Credit

-\$580.00

Credit of \$290 applied for 2 months of service. (*Optional:* Credit applied pending receipt of executed order form by 7/25/2023)

CommonLook Suite (5 months prorated)

\$73.00

Enables users to ensure MS Office documents and PDF documents are fully accessible and compliant with the accessibility standards.

Number of License:

Monsido One Time Provisioning Fee

\$500.00

This one time fee is for account activation and set up. This will not be charged upon renewal of the Monsido subscription.

Total (USD)

\$1,443.00

YEAR 1 OF 1

PRICE (USD)

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

Monsido Platform - Economy	\$3,480.00
<u>Web Scanning</u> : 500 Pages	
<u>Accessibility PDF Scanning</u> : 100 PDF Credits	
<u>Users</u> : Unlimited	
<u>Features</u> : Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Quality Assurance, Heartbeat, Policy, SEO, Statistics, Training & Support	
CommonLook Suite	\$876.03
Enables users to ensure MS Office documents and PDF documents are fully accessible and compliant with the accessibility standards.	
Number of License:	
Total (USD)	\$4,356.03

Acceptance

Acceptance of this Account Order Form is subject to the Monsido Terms of Service and includes acceptance of the following; Monsido’s maximum liability in performance of the Services to the Customer listed above is limited to the total amount of fees received during the 12 month period immediately preceding the event giving rise to such liability, except that this limitation of liability will not apply to Monsido’s indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.

Memorandum

TO: BOARD OF DIRECTORS
FROM: DOUG PAVLICH, FINANCIAL SPECIALIST
SUBJECT: FINANCIAL MATTERS
DATE: July 11, 2023

a) June 2023 Expenditures

- a. June/July 2023 monthly & daily operating expenses in the amount of \$861,182.04 a list of which is attached.
- b. June/July 2023 Capital Expenditures in the amount of \$381,574.01 a list of which is attached.

b) June 2023 Unaudited Interim Financial Reports

- a. Investment Reports
- b. Financial Reports

c) Update First Bank Authorized Signers

**1st Bank Monthly Activity
June/July 2023**

Account	CK#/Type	Date	Vendor/Recipient	Description	Amount	Total
2020 Sewer System Improvements	17209	07/11/23	Fusion Fabrication Inc	6 Custom Bridge Barricades w/Lockable Gates/Installation	57,000.00	57,000.00
2021 Sewer System Improvements	17200	07/11/23	American West Construction, LLC	Pay Application #7 - 2021 Sewer System Improvements	108,072.00	108,072.00
2022 Sewer System Improvements	17202	07/11/23	Brannan Construction	Pay Application #2 - 2022 Sewer System Improvements	144,839.51	144,839.51
2023 Water System Improvements	17203	07/11/23	Browns Hill Engineering & Controls	Pump Station Controls Backup Power x4/Tank Controls Backup Power x2	69,070.00	
	17213	07/11/23	RG and Associates, LLC	2023 Design Review and Project Management - June	2,592.50	71,662.50
A/R	1205	07/06/23	Land Title Guarantee Company	Credit Final Refund	42.08	42.08
Auto Expense	1211	07/07/23	ExxonMobil	Small Engine Fuel	287.72	
	1217	07/07/23	Joe Johnson Equipment	Cap Screw/Wind Guide/Side Plate/Lock Plate/Hose Guide Roller - Unit 20 Jet Truck	558.98	
	17204	07/11/23	City of Lakewood	Fuel Charges - May	3,948.41	4,795.11
Contract Labor	EFT	06/30/23	Browns Hill Engineering & Controls	vSaaS - July	1,464.00	
	17199	07/11/23	A-Fast Patch Paving	6'x8' Main Break Patch - 1850 S Arbutus Ct/8'x8'x6" Main Break Patch - 370 Van Gordon	2,600.00	
	17211	07/11/23	Larson Design Group, Inc	Enterprise and GIS Support through 6/24	5,000.00	9,064.00
Cost of Water Sold	EFT	07/31/23	Denver Water Department	June Cost of Water	539,799.99	539,799.99
Employee - Salaries, Taxes, Benefits	EFT	06/14/23	PERA	401A Contributions; \$5,106.04 Employee Paid, \$8,373.89 GMWSD Paid, Life Insurance \$31.00	13,510.93	
	EFT	06/14/23	Paychex	Employee SS & Medicare \$4,279.15 Employer SS & Medicare \$4,279.15, Employee Fed Income Tax \$4,298.71, Employee State Income Tax \$2,037.00, Employer State Unemployment \$3.57, Garnishment \$210.91, Net Pay \$39,438.74, Paychex Processing Fee \$1,336.38	55,883.61	
	EFT	06/28/23	PERA	401A Contributions; \$6,106.21 Employee Paid, \$10,014.22 GMWSD Paid, Life Insurance \$31.00	16,151.43	
	EFT	06/28/23	Paychex	Employee SS & Medicare \$5,142.63 Employer SS & Medicare \$5,142.70, Employee Fed Income Tax \$6,198.97, Employee State Income Tax \$2,499.00, Employer State Unemployment \$5.18, Garnishment \$349.37, Net Pay \$46,426.24, Paychex Processing Fee \$1,336.38	67,100.47	
	EFT	06/30/23	Humana	Dental Insurance	2,293.49	154,939.93
Engineering	1215	07/07/23	HDR Engineering	General Consulting Services 1/01-6/03	403.75	
	17210	07/11/23	JVA Engineering	Engineering Services - May	14,326.03	14,729.78
Legal	1214	07/07/23	Gessler Blue LLC	May Litigation Services	92.50	
	17198	06/15/23	Coaty Marchant Woods, P.C.	Legal Fees - May	13,648.00	
	17205	07/11/23	Coaty Marchant Woods, P.C.	Legal Fees - June	29,997.15	43,737.65
Lobbyist	17206	07/11/23	Colorado Legislative Services	Lobbying Services 5 of 12	2,500.00	2,500.00
Office & Grounds	1209	07/07/23	City of Lakewood	Annual Stormwater Fee - Red Pump Station	121.77	
	1216	07/07/23	Interstate Energy Inc	Annual Cleaning and Service of Clean Burn Furnace	474.03	
	EFT	07/03/23	Clean Freaks	Monthly Office Cleaning	520.00	
	17207	07/11/23	Designscapes Colorado	Monthly Landscaping Red PS & Office/Sprinkler Repairs Red PS & Office	3,303.49	4,419.29
Office Expense	1204	06/21/23	PERA	PERA Adjustment Interest	280.45	
	1206	07/06/23	Department of Treasury	Patient-Centered Outcomes Research Institute (PCORI) Fees 2022 Plan Year	63.00	
	1210	07/07/23	Continental Utility Solutions	Account & Routing Number Validation - May	81.00	
	1218	07/07/23	Micro Center	1 TB Hard Drive	46.99	
	1220	07/07/23	Ram Computer Supply	Office 365 E3 x37	832.50	
	1222	07/07/23	SCL Health System	Drug Screen x1	50.00	
	EFT	06/20/23	Paychex	Timekeeping	160.65	

	EFT	06/20/23	Rocky Mountain Reserve	FSA/HRA Administration	150.60	
	EFT	06/28/23	Xerox Financial Services	Lease/Equipment Protection 6/06-7/05	483.23	
	17201	07/11/23	Badger Meter Inc	Mobile User Annual License	2,333.88	
	17208	07/11/23	IT Consultants	EncompassIT Server/Desktop/Infrastructure/Firewall/Cloud Backup/Third Wall/Sentinal One/Email Protection/Cloud Archiving Service	5,951.00	
	17214	07/11/23	Safe Systems Inc	Quarterly Security Monitoring x 7 Sites	1,797.36	12,230.66
Payroll Liabilities	EFT	06/14/23	PERA	Employee Paid Contributions to 401K Retirement Accounts 06/14 PR	250.63	
	EFT	06/14/23	PERA	Employee Paid Contributions to 457 Retirement Accounts 06/14 PR	128.23	
	EFT	06/28/23	PERA	Employee Paid Contributions to 401K Retirement Accounts 06/28 PR	238.88	
	EFT	06/28/23	PERA	Employee Paid Contributions to 457 Retirement Accounts 06/28 PR	116.48	
	EFT	06/30/23	Aflac	Supplemental Insurance	256.82	
	EFT	07/03/23	CEBT	Medical/Life/LTD/Vision/Voluntary Life Insurance- Employer Paid \$25,928.18, Employee Paid \$6,894.78	32,822.96	33,814.00
Repair Department	1207	07/07/23	Ace Hardware	Fitting Grease x2/Receiver Lock Barrel/Drill Bit Set/Fastners x11/Cable Ties/Multi Bit Driver/Electric Tape	119.12	
	1208	07/07/23	Certified Laboratories	Clean Stop Aerosol x 2 Cases	314.10	
	1212	07/07/23	General Air	Welding Tank Rental	109.13	
	1213	07/07/23	Geotech Environmental Equipment Inc	Confined Space Sniffer Service and Calibration x2/Replaced Sensor	660.00	
	1219	07/07/23	Pioneer Inc	Road Base Refill x 53.12 TN	918.99	
	1221	07/07/23	Roadsafe Traffic Systems, Inc	Traffic Control Plan - 370 Van Gordon St Main Break	100.00	
	EFT	06/28/23	Core & Main	Ford Socket x6/6' Rod w/handle x6- Valve Keys/6"x15" Repair Clamp x2/8"x15" Repair Clamp x2/Valve Lid x10/Curb Stop Lid x20/1-1/2" Valve Box Riser x8	2,000.32	
	17212	07/11/23	Metron-Farnier, LLC	Hydrant Meter x2	3,526.90	7,748.56
Sewer Treatment Costs	EFT	07/14/23	Metro Water Recovery	2nd Quarter MWR Tap Fees	5,120.00	5,120.00
UNCC Locates	1223	07/07/23	Utility Notification Center of Colorado	UNCC Locates - June	605.01	605.01
Utilities	EFT	06/23/23	Sound Telecom	Answering Service - June	286.33	
	EFT	07/05/23	Xcel Energy	Gas/Electricity Mar/Apr-Apr/May	3,327.63	
	EFT	07/16/23	Comcast	P2 Internet Services 6/21-7/20	116.85	
	EFT	07/20/23	SunShare	Solar Garden Allocation - May	9,737.92	
	EFT	07/21/23	Greenbacker	Solar Garden Allocation (DIA) - May	3,922.71	
	EFT	07/21/23	Greenbacker	Solar Garden Allocation (Linnebur) - May	2,944.30	20,335.74
VISA - AP	EFT	06/22/23	VISA	Auto Expense \$1,951.53, Office Expense \$2,721.62, Office & Grounds \$556.45, Repairs & Maintenance \$2,070.64	7,300.24	7,300.24
				Subtotal of All Expenditures	1,242,756.05	1,242,756.05
				Subtract Capital Expenditures	381,574.01	381,574.01

1st Bank Daily Operating	Total Monthly Operating Expenses	\$861,182.04	\$861,182.04
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1st Bank Monthly Operating			
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* Multiple Expense Accounts Paid with 1 Check

Date	Name	Memo	Amount
AUTO EXPENSE			
Unit 20- 2019 Kenworth T880 Vac			
05/25/2023	Hydra Flex	2 1/2" x 30' Hose	302.04
06/08/2023	Joe Johnson Equipment	Repaired/Replaced Ball Valves/Swivel - Unit 20	1,529.35
Tools/Misc Expense			
05/31/2023	Amazon.Com	Round LED Light Bar 2 pcs	18.99
06/05/2023	Bobcat of the Rockies	Stop Switch Kit - Asphalt Saw	101.15
			<i>Auto Expense Total</i>
OFFICE EXPENSE			
Computer/Printer Repairs-Parts			
05/22/2023	Best Buy	2TB External Hard Drive	79.99
06/05/2023	B&H Photo	Intel Vivid Canyon Nuc Pro Desktop	575.95
06/06/2023	Amazon.Com	24" HD Monitor x2/Monitor Mount	285.31
Maintenance Agreements			
05/24/2023	JAMF Software, LLC	Mobile Device Management 5/25-6/24	80.00
Mandatory Empl Test Expense			
06/19/2023	Colorado Certified Water Professionals	Distrbution Certification Renewal	85.00
Miscellaneous Expenses			
05/22/2023	Amazon.Com	Convection Oven	47.99
05/23/2023	Amazon.Com	MA-14 Replacement Filter x2	73.99
05/25/2023	King Soopers	Kitchen Supplies	85.73
05/25/2023	Safeway	Kitchen Supplies	2.28
06/06/2023	1801 Eatery	Deposition Lunch 6/06	51.35
06/06/2023	1801 California Street	Deposition Parking 6/06	20.00
06/08/2023	1660 Lincoln Center	Deposition Parking 6/08	20.00
06/08/2023	1660 Lincoln Center	Deposition Parking 6/08	20.00
Utilities - Offices			
06/05/2023	Comcast	Office Internet - June	680.05
06/12/2023	Ring Central Inc	VoIP Phone Minutes 6/12-7/11	314.78
Phone Accessories/Supplies			
05/25/2023	Apple Store	Refund of Taxes Paid	-73.03
Software			
05/25/2023	My Postage Rate Saver	Monthly CASS Updates	52.23
06/01/2023	SendGrid	Email Gateway	161.95
06/08/2023	1password.com	Company Password Vault	72.02
06/13/2023	Zoom Video Communications Inc.	Video Cloud Recording	40.00

\$1,951.53

Supplies	05/25/2023	Office Depot	Germicidal Bleach x6/Sticky Notes/Ultra Fine Point Markers	46.03	
					<i>Office Expense Total</i>
					<i>\$2,721.62</i>
OFFICE & GROUNDS					
	06/05/2023	Waste Management	Office Trash & Recycling Service - June	421.87	
	06/05/2023	Waste Management	P2 Trash Services - June	134.58	
					<i>Office & Grounds Total</i>
					<i>\$556.45</i>
Repair Department					
Miscellaneous Tools/Supplies					
	05/25/2023	Bobcat of the Rockies	Relay Switch - Asphalt Saw	25.29	
	05/31/2023	Bobcat of the Rockies	11.61"x16.53" Plate Compactor	1,595.00	
	06/02/2023	Home Depot	Rigid High Efficiency Filter x2/Trimmer Line	105.84	
	06/08/2023	Home Depot	Welding Helmet/5 Gal Homer Bucket/Junction Box/PVC/Couplers/Adapters/Hole Saw	217.60	
	06/13/2023	Home Depot	3pc Screwdriver Set/4 pc Plier Set/Tool Bag	74.91	
Water					
	06/01/2023	City Of Lakewood	Street Cut Permit - 370 Van Gordon St Valve Replacement	52.00	
					<i>Repair Department Total</i>
					<i>\$2,070.64</i>
Monthly Credit Card Total				\$7,300.24	<i>\$7,300.24</i>

**Capital Expenditures vs Capital Revenue
2023 Timeline**

Capital Expenditures	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total 2023 YTD Actual	Total 2023 Projected	Total 2023 Budgeted
	0	13,888	126,171	107,674	82,298	966,792	1,069,439	831,222	815,090	1,107,153	1,777,312	2,199,214			
2017 Cellular Endpoints	46,500	30,188		179,613	166,125					232,574			422,426	655,000	655,000
2020 Sewer Improvements			5,235	2,975		57,000		65,000	100,000	200,000	144,790		65,210	575,000	575,000
2021 Sewer Improvements	128,136		228,860		647,752	113,760							1,118,508	1,118,508	840,000**
2022 Tamaraisk LS Improvement							100,000	200,000	300,000	100,000			0	700,000	700,000
2022 Sewer System - Kipling			131	2,730	296,270	152,463							451,594	451,594	325,000**
2023 Water System Improvements						69,070			30,000	80,000	300,000	930	69,070	480,000	480,000
2023 Sewer System Improvements								100,000	200,000	300,000	200,000	90,000	0	890,000	890,000
2024 Design								5,000	15,000	15,000	20,000		0	75,000	75,000
2023 Capital Contingency												454,000	0	454,000	454,000
Vehicles		89,986		227,097									317,083	317,083	386,270
Field Equipment										45,000		9,000	0	54,000	54,000
Office and Grounds									40,000	40,000	27,000		0	107,000	107,000
Office Equipment										35,000		10,000	0	45,000	45,000
Total Expense	174,636	120,174	234,226	412,415	1,110,147	392,293	100,000	370,000	685,000	1,047,574	691,790	583,930	2,443,891	5,922,185	5,586,270

** 2021 Sewer Improvements have a cost sharing agreement with Bear Creek Water & Sanitation where they will reimburse GMWSD \$328,053.12. 2022 Sewer System Improvements have a cost sharing agreement with the developer of the 10700 W Exposition development where they will reimburse 50% of the project cost.

Capital Revenues	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total 2023 YTD Actual	Total 2023 Projected	Total 2023 Budgeted
Cap Reserve	106,917	129,714	128,663	136,958	133,802	187,659	278,285	326,199	333,005	317,482	214,125	174,561	823,713	2,467,370	2,588,742
Interest Income	81,407	77,047	86,866	85,485	91,651	89,038	51,393	51,393	51,393	51,393	51,393	51,393	511,494	819,853	616,718
Sewer System Development Fees		9,432				4,716	8,340	8,340	8,340	8,340	4,170	4,170	14,148	55,846	83,395
Water System Development Fees		16,064				8,032							24,096	24,096	0
Lease Income	200	200	200		200	200	200	200	200	200	200	200	1,000	2,200	2,400
Total Revenue	188,524	232,457	215,729	222,443	225,653	289,645	338,217	386,132	392,937	377,415	269,888	230,324	1,374,451	3,369,364	3,291,255

Income (Loss) Non-Operating	13,888	126,171	107,674	82,298	966,792	1,069,439	831,222	815,090	1,107,153	1,777,312	2,199,214	2,552,820
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Green Mountain Water and Sanitation District
Capital Expenditures
As of June 30, 2023

Accrual Basis

Date	Name	Memo	Account	Debit	Credit
Apr 23					
04/03/2023	Dawson Infrastructure Soluti...	CCTV Premium HD Mainline System	8004 · Capital Vehicles	227,097.00	
04/13/2023	Badger Meter Inc	HRE-LCD REGISTER Only x500	8100 · 2017 Cellular Endpoints	45,045.00	
04/26/2023	Badger Meter Inc	10 Year Cell Service x1,500 Units	8100 · 2017 Cellular Endpoints	134,568.00	
04/27/2023	Merrick & Company	2020 Sewer System Improvements through 3/31	8102 · 2020 Sewer System Improvements	2,975.00	
04/27/2023	Merrick & Company	2022 Sewer System Improvements Through 3/31	8105 · 2022 System Improvements	2,730.00	
Apr 23				412,415.00	0.00
May 23					
05/01/2023	American West Construction...	Pay Application #4 Retainage	8104 · 2021 Sewer System Improvements	8,281.00	
05/01/2023	American West Construction...	Pay Application #4	8104 · 2021 Sewer System Improvements	157,339.00	
05/08/2023	Badger Meter Inc	LTE-M Endpoints/HR-E LCD Register x750 Units	8100 · 2017 Cellular Endpoints	166,125.00	
05/10/2023	American West Construction...	Pay Application #5 Retainage	8104 · 2021 Sewer System Improvements	18,521.26	
05/10/2023	American West Construction...	Pay Application #5	8104 · 2021 Sewer System Improvements	351,903.74	
05/30/2023	Brannan Construction	Pay Application #1 - 2022 Sewer System Improvements	8105 · 2022 System Improvements	14,813.52	
05/30/2023	Brannan Construction	Pay Application #1 - 2022 Sewer System Improvements	8105 · 2022 System Improvements	281,456.78	
05/31/2023	American West Construction...	2021 Sewer System Improvements - Pay Application #6 Retain...	8104 · 2021 Sewer System Improvements	5,585.33	
05/31/2023	American West Construction...	2021 Sewer System Improvements - Pay Application #6	8104 · 2021 Sewer System Improvements	106,121.17	
May 23				1,110,146.80	0.00
Jun 23					
06/23/2023	Browns Hill Eng & Controls	Tank Controls Backup Power x2	8107 · 2023 Water System Improvements	29,150.00	
06/23/2023	Browns Hill Eng & Controls	Pump Station Controls Backup Power x4	8107 · 2023 Water System Improvements	39,920.00	
06/26/2023	Fusion Fabrication Inc.	6 Customer Bridge Barricades with lockable gates/Installation	8102 · 2020 Sewer System Improvements	57,000.00	
06/30/2023	American West Construction...	2021 Sewer System Improvements Pay Application #7 retainage	8104 · 2021 Sewer System Improvements	5,688.00	
06/30/2023	American West Construction...	2021 Sewer System Improvements Pay Application #7	8104 · 2021 Sewer System Improvements	108,072.00	
06/30/2023	Brannan Construction	2022 Sewer Improvements - Pay Application #2 Retainage	8105 · 2022 System Improvements	7,623.13	
06/30/2023	Brannan Construction	2022 Sewer Improvements - Pay Application #2	8105 · 2022 System Improvements	144,839.51	
Jun 23				392,292.64	0.00
TOTAL				1,914,854.44	0.00

Green Mountain Water & Sanitation District-Investment Report

Cash Account Balances as of June 30, 2023

Cash Accounts

Bank Description	Accounts Payable	Current Balance	Interest Rate
Petty Cash		\$980.46	
1ST Bank - Daily Operating Account 2		(\$2,508.32)	
1ST Bank - Monthly Operating Account		\$15,126.89	
1ST Bank - Money Market		\$3,361,236.43	
1ST Bank - Liquid Asset/Operating Funds	\$861,182.04	\$7,509.46	4.50%
1ST Bank - Liquid Asset/Capital Funds	\$381,574.01		
Csafe CASH (<i>Variable Daily Rate</i>)		\$894,490.49	5.188%
Csafe CORE (<i>Variable Daily Rate</i>)		\$14,213,328.32	5.252%
ColoTrust Plus (<i>Variable Daily Rate</i>)		\$3,996,544.21	5.249%
<i>Total Cash</i>		<i>\$22,486,707.94</i>	

Certificates of Deposit

CD Description	Expiration Date	Face Amount	Amoritized Amount	Interest Rate
			\$0.00	
<i>Total Certificates of Deposit</i>			<i>\$0.00</i>	
Total Cash and Cash Equivalents			<u><u>\$22,486,707.94</u></u>	

Investment Report As of 6/30/2023

PRIORITY = SAFETY, LIQUIDITY, DIVERSITY, AND YIELD

Term	Definition	Instruments and Guidelines	Account Name	Maturity Dates	6/30/23 Balances	Total \$ per Term	% per Term	% of Current Year's Budget per Term
Immediate Liquidity	<p><i>Minimum = 25% of current year's budget.</i></p> <p><i>Maximum = none.</i></p> <p><i>Optimize at 25% of current year's budget, but could go higher if short- and long-term yields are not favorable.</i></p>	<p><i>Checking = least practical balance.</i></p> <p><i>Insured Money Market Fund and Treasuries = up to 100%</i></p> <p><i>Pools that are specifically approved by Green Mountain Board of Directors = up to 100%</i></p> <p>NO MORE THAN 50% OF IMMEDIATE-TERM FUNDS IN ANY SINGLE-ENTITY INSTRUMENT. *</p> <p><i>Availability < 8 HOURS</i></p>	Petty Cash 1st Bank Sweep Account Csafe CASH ColoTrust Plus		980.46 3,381,364.46 894,490.49 3,996,544.21	8,273,379.62	36.79%	40.06%
Short	<p><i>Funds available in excess of 25% of current year's budget, up to 50% of current year's budget, but could go higher if long-term yields are not favorable.</i></p>	<p><i>Above, plus: none</i></p> <p>NO MORE THAN 50% OF SHORT-TERM FUNDS IN ANY SINGLE-ENTITY INSTRUMENT. *</p> <p><i>8 HOURS < Availability ≤ 1 YEAR</i></p>	Csafe CORE		14,213,328.32	14,213,328.32	63.21%	68.83%
Long	<p><i>Funds available in excess of 50% of current year's budget. If long-term yields are not favorable, invest in short-term or liquid instruments.</i></p> <p><i>Funds should be invested in a ladder fashion such that 25% of the fund balance that is in excess of 50% of the current year's budget is available within each one of years 2-5, and within each year, funds are laddered quarterly.</i></p>	<p><i>Above, plus: approved long-term instruments.</i></p> <p><i>1 YEAR < Availability ≤ 5 YEARS</i></p>				0.00	0.00%	0.00%

* Limitation not applicable to State of Colorado approved pools such as CSAFE and COLOTRUST, since by nature, these funds are diversified.

\$22,486,707.94

Green Mountain Water and Sanitation District
Balance Sheet
As of June 30, 2023

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
1001-01 · 1st Bank-Daily Operating 2	-2,508.32
1012 · CSAFE CORE	14,213,328.32
1011 · CSAFE Cash	894,490.49
1000 · Imprest Cash Account	980.46
1002 · 1st Bank-Operating	15,126.89
1003 · 1st Bank-Money Market	3,361,236.43
1004 · 1st Bank-Sweep Account	7,509.46
1113 · Colotrust Plus-Capital Reserve	3,996,544.21
Total Checking/Savings	22,486,707.94
Accounts Receivable	
1200 · A/R-Water	938,505.05
1210 · A/R-Sewer	396,587.85
1220 · Accrued Interest Receivable	279.52
Total Accounts Receivable	1,335,372.42
Other Current Assets	
1450 · Reimbursable	248.98
Total Other Current Assets	248.98
Total Current Assets	23,822,329.34
Fixed Assets	
1455 · HRA Deposit	80,723.29
1500 · Acc Dep-Office & Grounds	-881,677.05
1510 · Acc Dep-Office Equipment	-500,592.53
1520 · Acc Dep-Repairs & mtn	-671,852.13
1530 · Acc Dep-Sewer System	-8,273,016.66
1540 · Acc Dep-Vehicles	-1,115,836.22
1550 · Acc Dep-Water System	-19,124,837.99
1600 · Land	271,261.04
1610 · Office & Grounds-Capital	1,530,577.59
1620 · Office Equipment Capital	554,533.13
1630 · Repairs & Mtn Capital	777,113.57
1640 · Sewer Lines & Mechanical	15,442,679.33
1650 · Vehicles Capital	1,473,056.18
1660 · Water Lines & Mechanical	40,130,532.70
Total Fixed Assets	29,692,664.25
Other Assets	
1900 · Def Outflows if Res. - OPEB	31,440.00
1901 · Def Outflows of Res. - Pension	265,653.00
1700 · Construction in Progress	1,326,968.01
1720 · Prepaid Expense	194,743.30
Total Other Assets	1,818,804.31
TOTAL ASSETS	55,333,797.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2501 · 2021 SewerImprovement-Retainage	61,572.27
2000 · Accounts Payable	1,055,820.01
2070 · Retainage Payable	22,436.65
Total Accounts Payable	1,139,828.93

Green Mountain Water and Sanitation District
Balance Sheet
As of June 30, 2023

Accrual Basis

	Jun 30, 23
Credit Cards	
2001 · 1st Bank VISA	3,394.57
Total Credit Cards	3,394.57
Other Current Liabilities	
2600 · Def Inflows of Res. - OPEB	60,807.00
2602 · Def Inflows of Res. - Pension	1,474,332.00
2604 · Net OPEB Liability	129,328.00
2606 · Net Pension Liability	-165,413.00
2301 · 11968 W Jewell Reimb. Deposit	150.00
2302 · 12476 W Bayaud Reimb. Deposit	3,519.00
2300 · Big Sky Deposit	-17,055.76
2100 · Accrued Payroll	36,760.46
2101 · Accrued Vacation Payable	64,440.44
2102 · Deposits Payable	8,300.00
2110 · MWR Tap Refund	5,120.00
2200 · Payroll Liabilities	-3,008.13
Total Other Current Liabilities	1,597,280.01
Total Current Liabilities	2,740,503.51
Total Liabilities	2,740,503.51
Equity	
3700 · Acc Dep-Contrib Capital-Sewer	-2,817,919.24
3600 · Acc Dep-Contrib Capital-Water	-2,716,164.78
3701 · Developer Contribution-Sewer	6,588,952.06
3601 · Developer Contribution-Water	6,063,902.70
3702 · System Development Fees-Sewer	7,408,848.10
3602 · System Development Fees-Water	10,125,027.66
3000 · Opening Bal Equity	391,294.18
3900 · Retained Earnings	29,867,179.78
Net Income	-2,317,826.07
Total Equity	52,593,294.39
TOTAL LIABILITIES & EQUITY	55,333,797.90

Green Mountain Water and Sanitation District
Profit & Loss Budget vs. Actual

Accrual Basis

June 30, 2023

Revenues	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Act vs Budget</u>
Operating Revenue	4,666,084.70	4,491,068.66	-175,016.04
Non-Operating Revenue	1,020,278.81	1,084,805.79	64,526.98
Total Income	5,686,363.51	5,575,874.45	-110,489.06

Explanation of Variance

***1 - For Jan-Jun 2023, the District used 128,134,000 less gallons (21.00% less) compared to Jan-Jun 2022. Water use is 27.35% less than budgeted for 2023. The significant rainfall in May and June has kept consumption down. Water used in June is not billed to customers until July and August.

***2 - The federal reserve voted in May to increase rates another 0.25% bringing the range to 5.00-5.25%.

***3 - Received a payment of \$11,300 from CEBT (Health insurance provider) because of a favorable Medical Loss Ratio for 2022. Received a reimbursement of \$5,547.12 for safety equipment from the CSD pool. There have been multiple CORA requests which have ended up taking a significant amount of time which resulted in charges to the requesters.

Expenses	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Act vs Budget</u>
Operating Expense	5,491,985.20	4,959,209.26	-532,775.94
Non-Operating Expense	1,973,696.00	2,051,597.74	77,901.74
Total Expense	7,465,681.20	7,010,807.00	-454,874.20

Explanation of Variance

***4 -Engineering & Utility Invoices are typically received a month behind services performed and used.

***5 - Less locates have been called in YTD than anticipated.

***6 - 2022 Sewer - Kipling project will receive 50% reimbursement up to a max of \$250,000 from the developer upon completion. 2021 Sewer System Improvement CIPP lining project will receive \$328,053.12 reimbursement from Bear Creek Water and Sanitation upon completion.

***7 - We have not had the need to order meter stock, hydrants, or valves YTD.

Income/Loss	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Act vs Budget</u>
Income/Loss Operating	-825,900.50	-468,140.60	357,759.90
Income/Loss Non-Operating	-953,417.19	-966,791.95	-13,374.76
Net Income	-1,779,317.69	-1,434,932.55	344,385.14

Green Mountain Water and Sanitation District
Profit & Loss vs. Actual
June 30, 2023

Accrual Basis

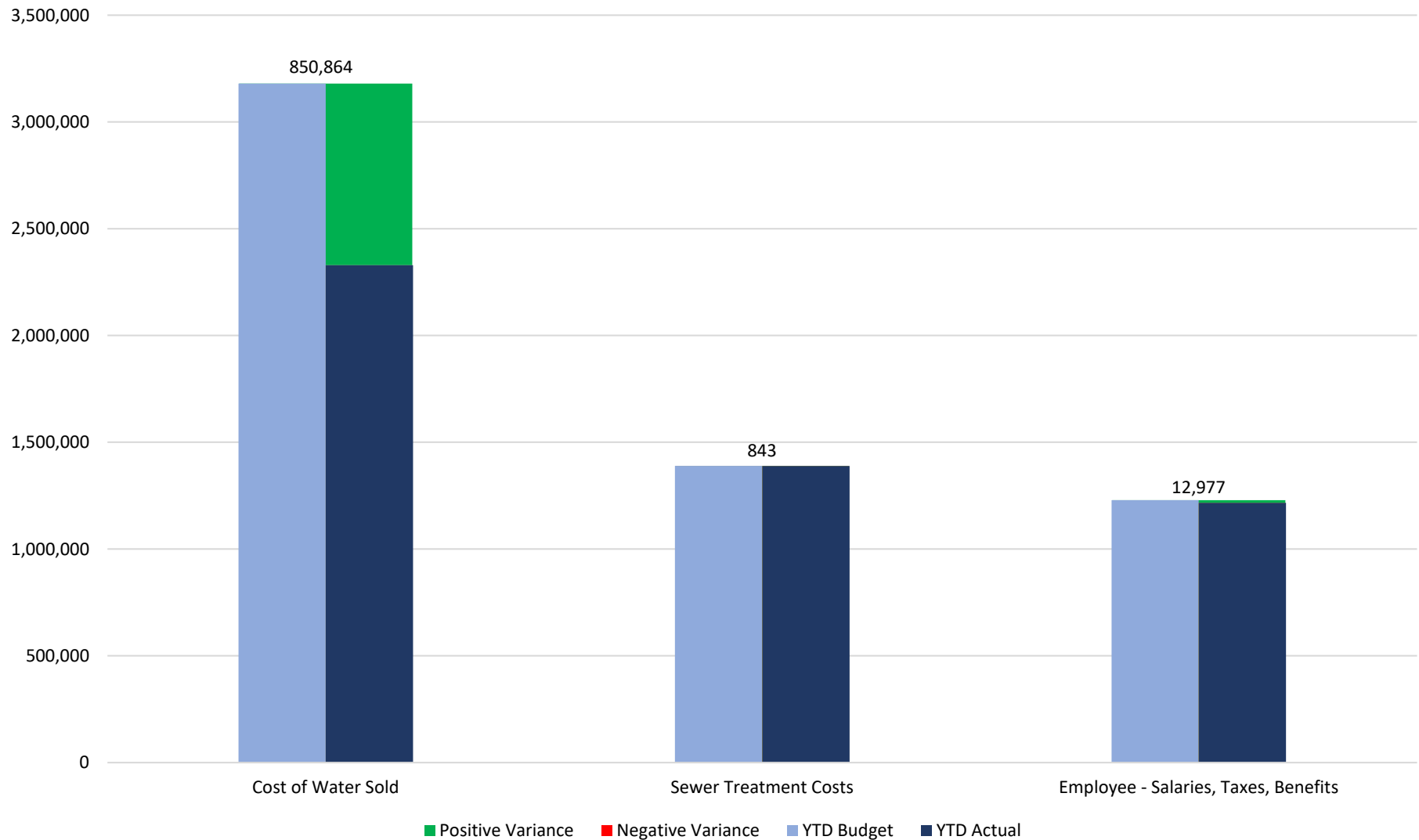
	2023 Budget	YTD Budget	YTD Actual	Act vs. Budget	% of YTD Budget	
Operating Revenue						
1	Delinquent Charges	70,000.00	27,332.00	31,507.16	4,175.16	115.28%
2	Inspection Fees	1,500.00	750.00	375.00	-375.00	50.00%
3	Meter Sales	0.00	0.00	1,365.30	1,365.30	100.00%
4	Miscellaneous Income	6,800.00	3,400.02	30,568.79	27,168.77	899.08% ***3
5	Service Fee	3,789,548.00	1,892,879.22	1,883,425.06	-9,454.16	99.50%
6	Sewer User Charges	3,168,461.00	1,565,098.00	1,630,086.83	64,988.83	104.15%
7	Short Check Fees	400.00	180.00	560.00	380.00	311.11%
8	Shut Off Charges	4,450.00	1,700.00	1,600.00	-100.00	94.12%
9	Transfer Fees	20,250.00	8,325.00	8,595.00	270.00	103.24%
10	Water Sales	8,420,632.00	2,474,142.35	2,093,645.87	-380,496.48	84.62% ***1
11	Total Operating Revenue	15,482,041.00	5,973,806.59	5,681,729.01	-292,077.58	95.11%
Operating Expense						
12	Accounting/Audit	16,500.00	10,000.00	15,000.00	5,000.00	150.00%
13	Auto Expense	125,800.00	62,900.16	46,219.57	-16,680.59	73.48%
14	Contracted Repairs	227,500.00	115,500.02	86,802.10	-28,697.92	75.15%
15	Cost of Meters Sold	15,000.00	7,500.00	4,977.31	-2,522.69	66.36% ***7
16	Cost of Water Sold	7,823,523.00	3,179,996.72	2,329,132.23	-850,864.49	73.24% ***1
17	Director Fees	12,000.00	6,000.00	5,100.00	-900.00	85.00%
18	Employee - Salaries, Taxes, Benefits	2,471,171.00	1,229,085.07	1,216,107.94	-12,977.13	98.94%
19	Engineering	145,000.00	72,499.98	52,855.74	-19,644.24	72.90% ***4
20	Insurance	150,393.00	75,196.50	73,260.52	-1,935.98	97.43%
21	Legal	200,000.00	100,000.02	106,798.50	6,798.48	106.80%
22	Lobbyist	30,000.00	15,000.00	12,500.00	-2,500.00	83.33%
23	Office & Grounds	81,500.00	44,615.00	37,885.78	-6,729.22	84.92%
24	Office Expense	517,200.00	318,726.40	299,316.40	-19,410.00	93.91%
25	Repair Department	150,000.00	67,799.94	47,875.01	-19,924.93	70.61% ***7
26	Sewer Treatment Costs	2,729,304.00	1,389,652.00	1,388,808.74	-843.26	99.94%
27	UNCC Locates	8,500.00	4,249.98	3,157.92	-1,092.06	74.30% ***5
28	Utilities	361,450.00	152,346.06	137,274.14	-15,071.92	90.11% ***4
29	Total Operating Expense	15,064,841.00	6,851,067.85	5,863,071.90	-987,995.95	85.58%
30	Income (Loss) Operating	417,200.00	-877,261.26	-181,342.89	695,918.37	20.67%

Green Mountain Water and Sanitation District
Profit & Loss vs. Actual
June 30, 2023

Accrual Basis

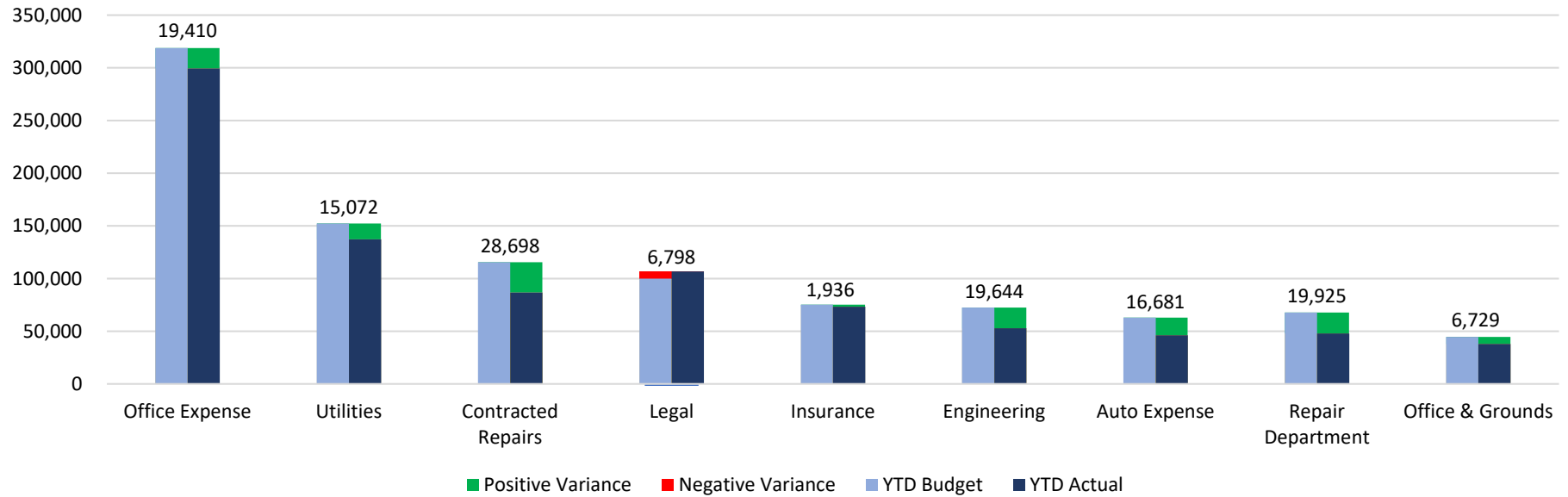
	2023 Budget	YTD Budget	YTD Actual	Act vs. Budget	% of YTD Budget	
Non-Operating Revenue						
1	Capital Reserve Fund Revenue	2,588,742.00	945,085.59	823,712.83	-121,372.76	87.16% ***1
2	Interest Income	616,718.00	308,359.02	511,493.51	203,134.49	165.88% ***2
3	Sewer System Development Fees	83,395.00	41,697.50	14,148.00	-27,549.50	33.93%
4	Water System Development Fees	0.00	0.00	24,095.79	24,095.79	100.00%
5	Lease Income	2,400.00	1,200.00	1,000.00	-200.00	83.33%
6	Total Non-Operating Revenue	3,291,255.00	1,296,342.11	1,374,450.13	78,108.02	106.03%
Non-Operating Expenditures						
7	2017 Cellular Endpoints	655,000.00	422,426.00	422,425.56	-0.44	100.00%
8	2020 Sewer System Improvements	575,000.00	70,000.00	65,210.00	-4,790.00	93.16%
10	2021 Sewer System Improvements	840,000.00	840,000.00	1,118,507.75	278,507.75	133.16% ***6
11	2022 Tamarisk LS Improvements	700,000.00	0.00	0.00	0.00	0.00%
12	2022 Sewer - Kipling	325,000.00	325,000.00	451,594.19	126,594.19	138.95% ***6
13	2023 Water System Improvements	480,000.00	80,000.00	69,070.00	-10,930.00	86.34%
14	2023 Sewer System Improvements	890,000.00	0.00	0.00	0.00	0.00%
15	2024 Design	75,000.00	0.00	0.00	0.00	0.00%
16	2023 Field Equipment	54,000.00	0.00	0.00	0.00	0.00%
17	2023 Office & Grounds	107,000.00	0.00	0.00	0.00	0.00%
18	2023 Office Equipment	45,000.00	0.00	0.00	0.00	0.00%
19	2023 Vehicles	386,270.00	386,270.00	317,082.88	-69,187.12	82.09%
20	Capital Contingency	454,000.00	0.00	0.00	0.00	0.00%
21	Total Non-Operating Expenditures	5,586,270.00	2,123,696.00	2,443,890.38	320,194.38	115.08%
22	Income (Loss) Non-Operating	-2,295,015.00	-827,353.89	-1,069,440.25	-242,086.36	129.26%
23	Net Income	-1,877,815.00	-1,704,615.15	-1,250,783.14	453,832.01	73.38%

High Dollar Operating Expense YTD Actual vs Budget



-Cost of Water Sold- For Jan-Jun 2023, the District used 128,134,000 less gallons (21.00% less) compared to Jan-Jun 2022. Water use is 27.35% less than budgeted for 2023. The significant rainfall in May and June has kept consumption down. Water used in June is not billed to customers until July and August.

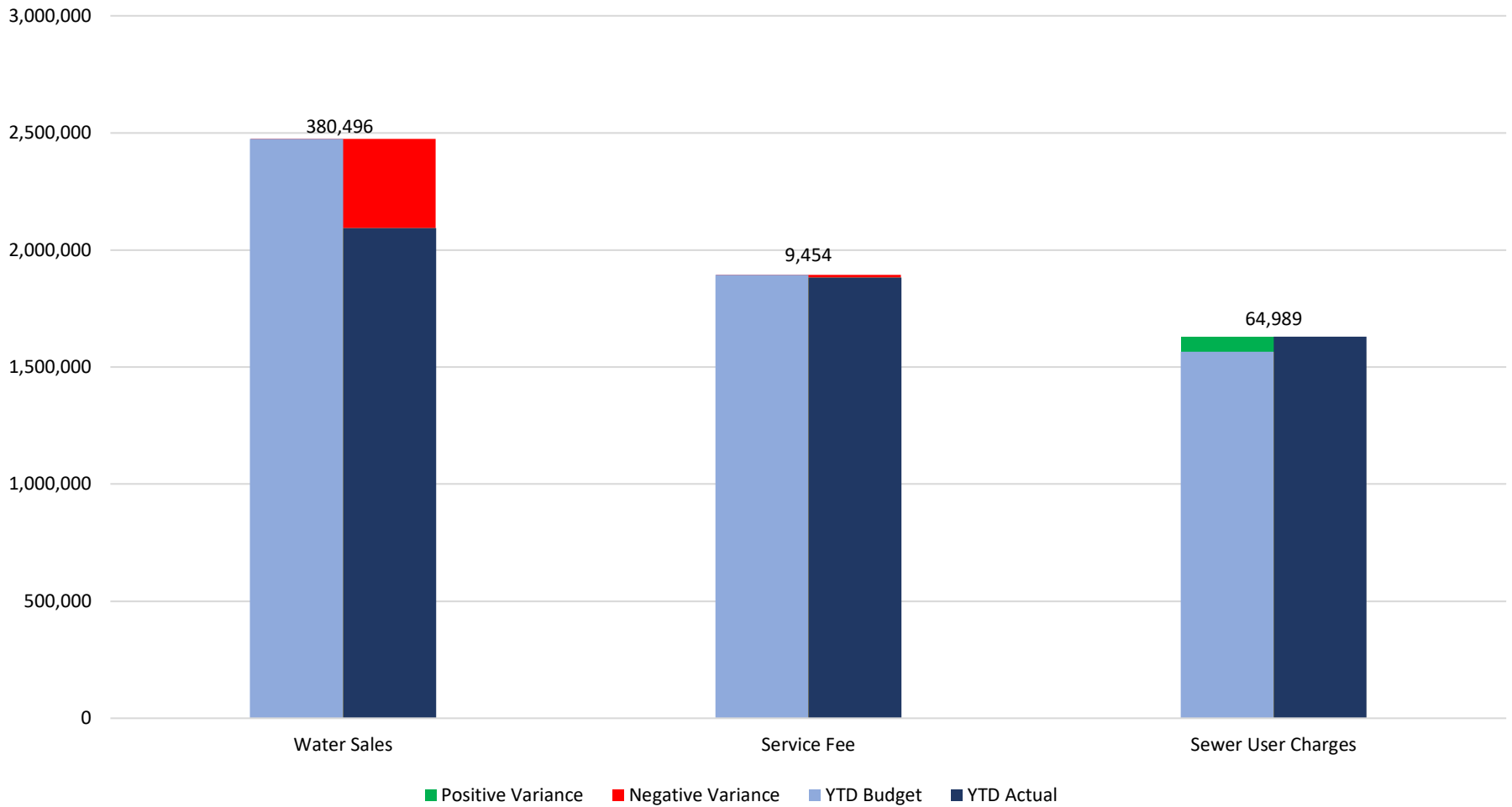
Operating Expense YTD Actual vs Budget



-Engineering & Utility- Invoices are typically received a month behind services performed and used.

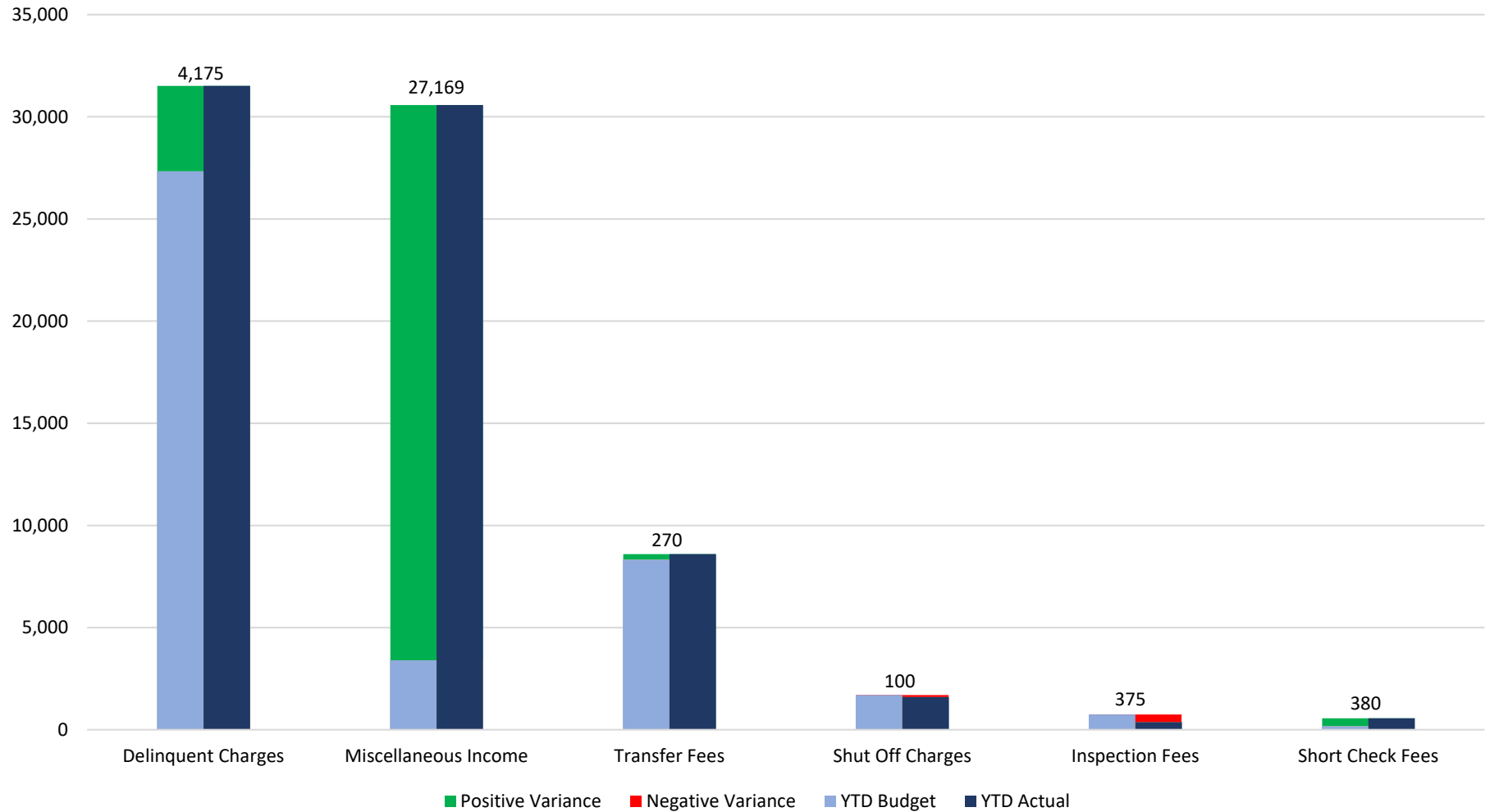
-Repair Department- We have not had the need to order meter stock, hydrants, or valves YTD.

High Dollar Operating Revenues YTD Actual vs Budget



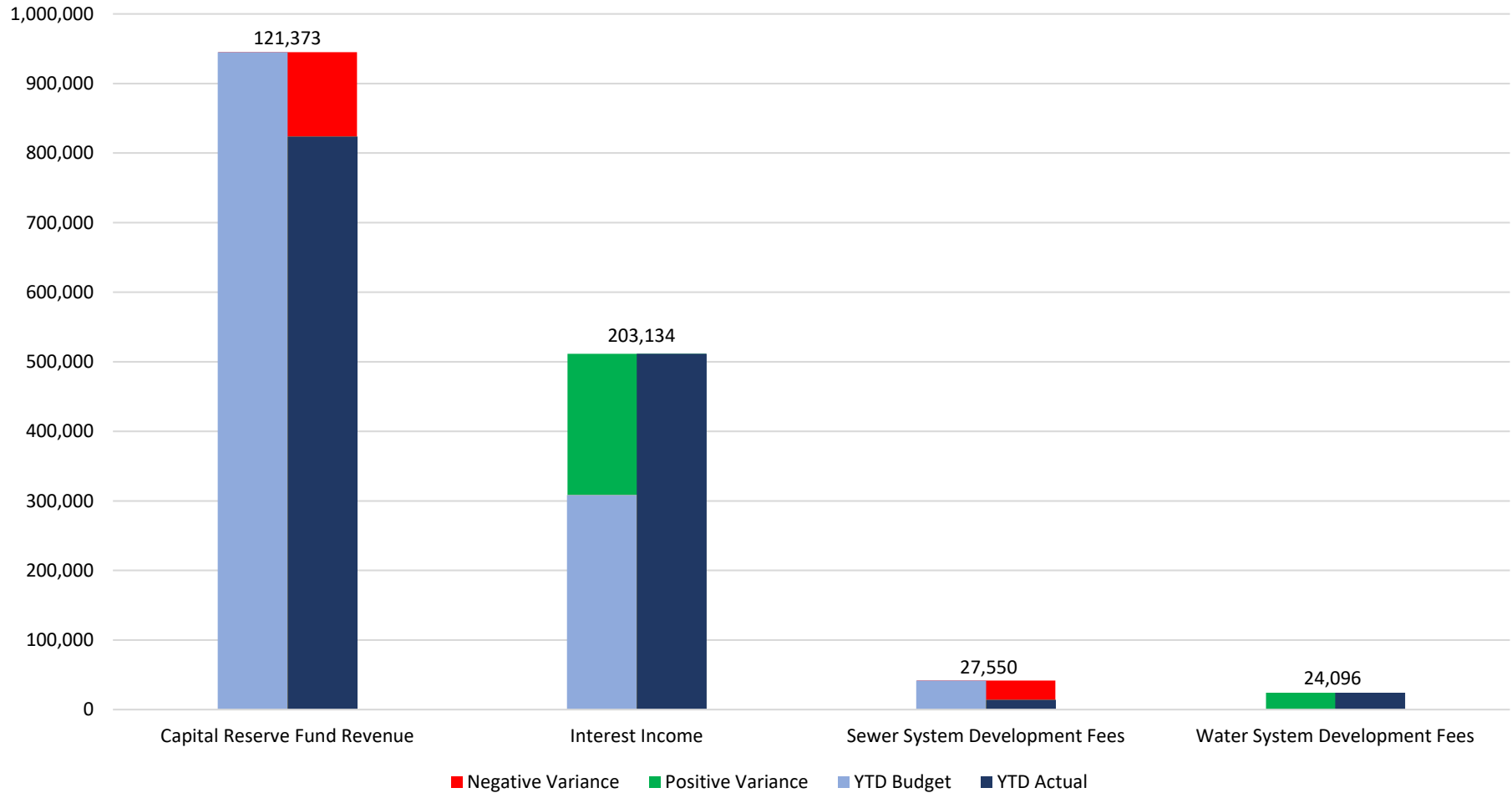
-Water Sales- For Jan-Jun 2023, the District used 128,134,000 less gallons (21.00% less) compared to Jan-Jun 2022. Water use is 27.35% less than budgeted for 2023. The significant rainfall in May and June has kept consumption down. Water used in June is not billed to customers until July and August.

Operating Revenues YTD Actual vs Budget



-Miscellaneous Income- Received a payment of \$11,300 from CEBT (Health insurance provider) because of a favorable Medical Loss Ratio for 2022. Received a reimbursement of \$5,547.12 for safety equipment from the CSD pool. There have been multiple CORA requests which have ended up taking a significant amount of time which resulted in charges to the requesters.

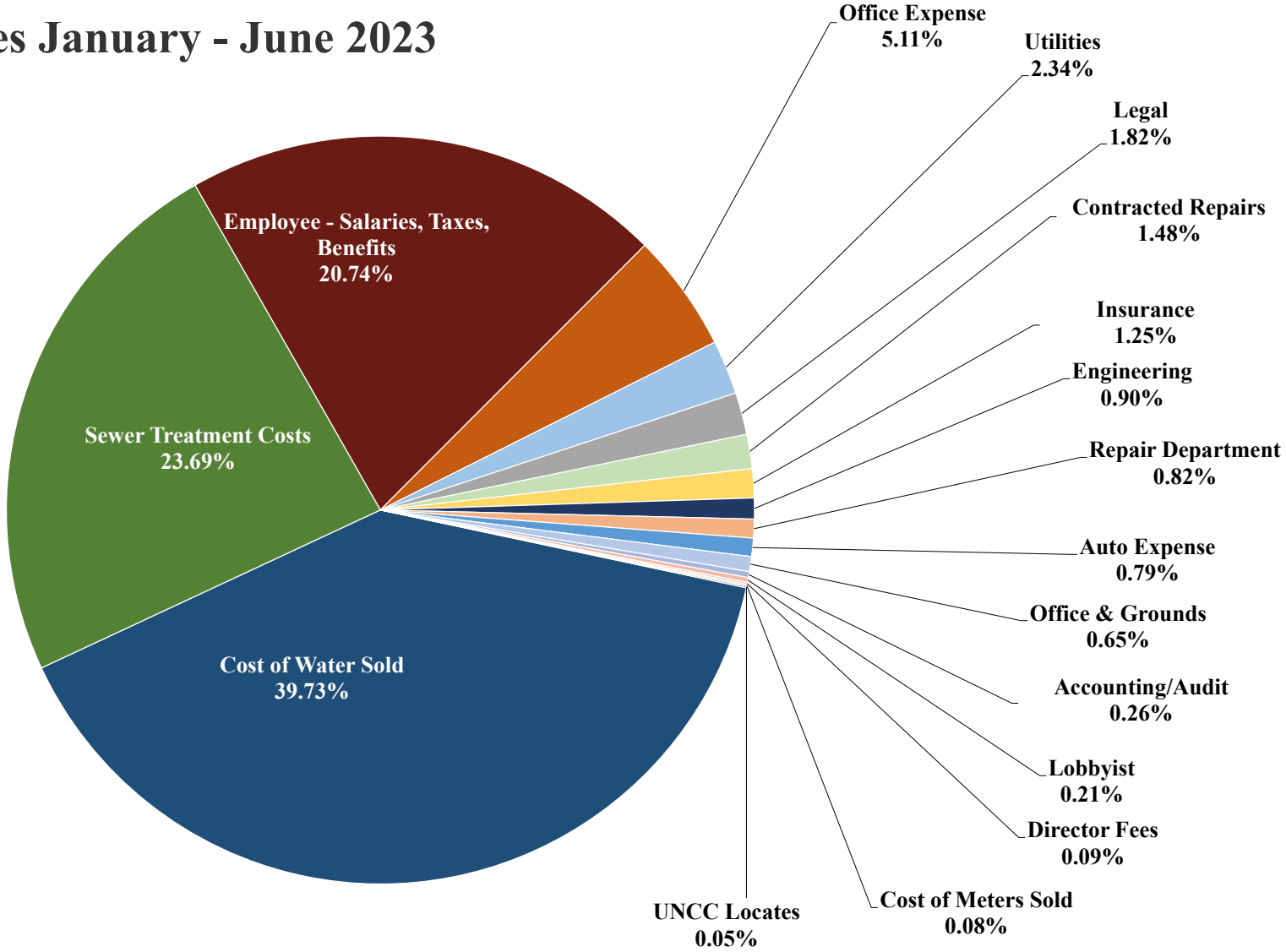
Non-Operating Revenues YTD Actual vs Budget



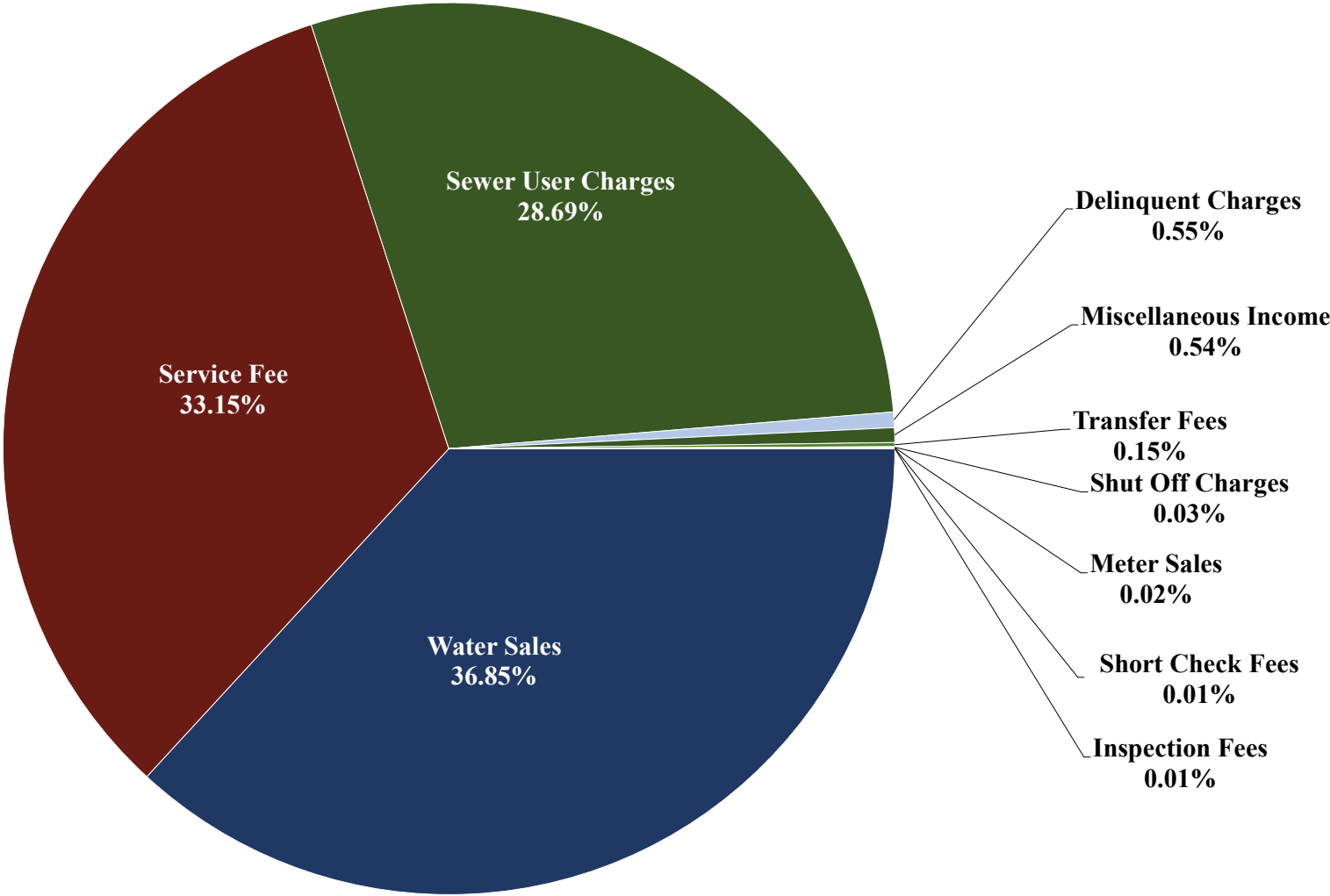
-Capital Reserve Fund Revenue- For Jan-Jun 2023, the District used 128,134,000 less gallons (21.00% less) compared to Jan-Jun 2022. Water use is 27.35% less than budgeted for 2023. The significant rainfall in May and June has kept consumption down. Water used in June is not billed to customers until July and August.

-Interest Income- The federal reserve voted in May to increase rates another 0.25% bringing the range to 5.00-5.25%.

Operating Expenses January - June 2023



Operating Revenues January - June 2023



DATE: July 6, 2023

TO: Michael Yost, District Engineer, Green Mountain Water & Sanitation District

FROM: Scott Caldwell, Lincoln Property Company

SUBJECT: Water & Sewer Service – 60 Acre Federal Center Horseshoe Property

This memo and the accompanying Exhibits are intended to serve as a Pre-Application request by Lincoln Property Company (“LPC”) related to the assurance of water and sewer service and capacity by Green Mountain Water & Sanitation District (“District”). LPC has purchased from the GSA and owns the 60 acres of TOD development land (“Property”) zoned MC-T immediately north of the RTD W Line rail platform as depicted here:



LPC’s pre-development requirements include securing District approvals for water and sewer service as expeditiously as possible in order to obtain site grading and horizontal infrastructure permits for the portion of the Property south of 4th Avenue during the fourth quarter of this year.

This information is being provided to supplement the District Engineer's Report at your July 11, 2023 Board meeting for the purposes of:

1. Requesting a formal response from the District regarding development review and District water and sewer infrastructure capacity confirmations and assurances for service to the Property. Preliminary wet utility demands and infrastructure designs for the Property are provided in EXHIBIT A hereto.
2. Requesting a formal response from the District regarding the District's providing sufficient water and sewer service to meet the anticipated water demands provided in EXHIBIT A, pursuant to the WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT dated April 19, 2007, which agreement covers the Property and is attached hereto as EXHIBIT B.
3. Requesting that the District Board authorize District Staff, the District's consulting engineers and Denver Water to work with LPC and the City of Lakewood on approving the design of wet utility infrastructure to serve the Property.
4. Requesting that this project and the water and sewer demands for the Property be on the District Board's August 8 meeting agenda for the purpose of advancing the District's provision of water and sewer services for the Property.

Thank you. LPC and our team look forward to kicking this effort off with the District at your July 11 Board meeting, and to working with the District to obtain water and sewer service for the Property.

Please contact me should you have questions or require additional information.

Sincerely,

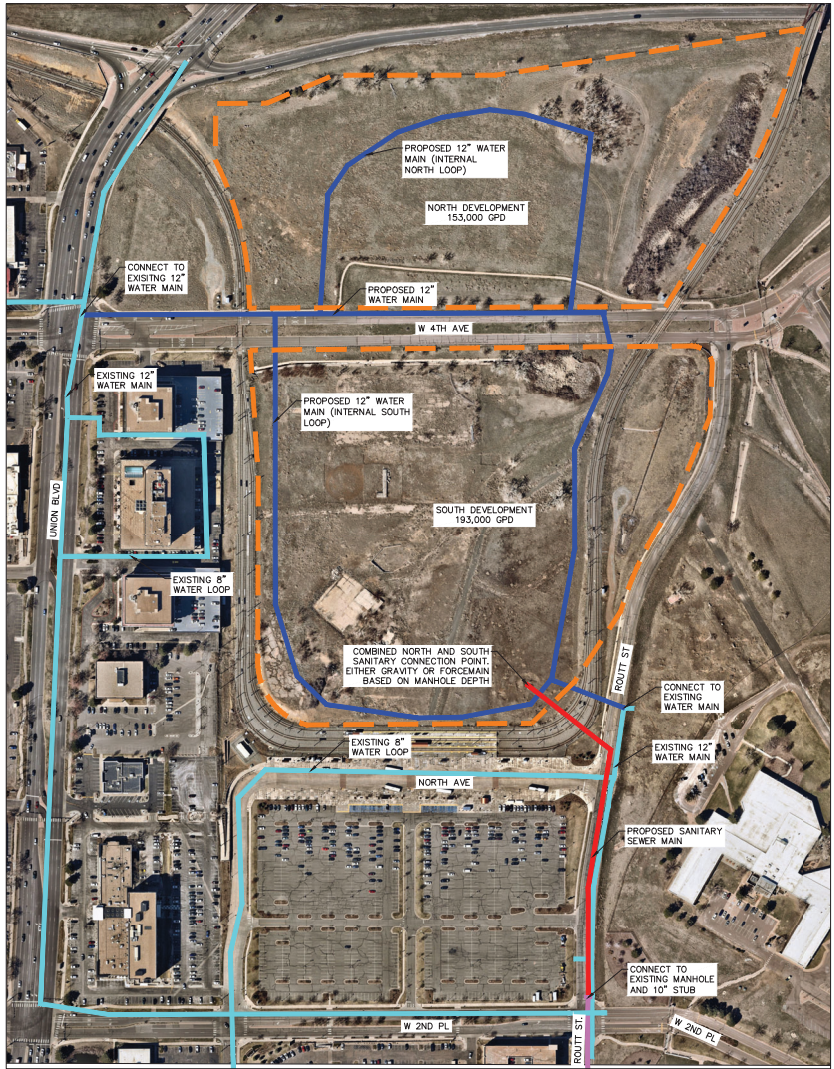
LINCOLN PROPERTY COMPANY

Scott Caldwell

Executive Vice President | Lincoln Property Company
2000 S Colorado Blvd | Tower 3 Suite 825 | Denver, CO 80222
D: 303.226.8205 | M: 720.318.5982 | www.lpcdenver.com

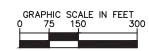
Cc: Kyle Watson, Kimley Horn (Kyle.Watson@kimley-horn.com)
Bruce O'Donnell, Starboard Realty (bodonnell@starboardrealtygroup.com)

EXHIBIT A - GMWSA UTILITY MAP



- LEGEND**
- PROPERTY LIMITS
 - PROPOSED 12" WATERLINE
 - PROPOSED 10" SANITARY SEWER
 - EXISTING WATERLINE
 - EXISTING SANITARY SEWER MAIN

SITE ANTICIPATED WATER DEMANDS		
	SOUTH	NORTH
RESIDENTIAL	1,167 EQR @ 165 GPD PER EQR = 192,555 GPD	850 EQR @ 165 GPD PER EQR = 140,250 GPD
RETAIL	8,875 SF @ 0.3 EQR PER 1,000 SF = 2 EQR = 360 GPD	94,571 SF @ 0.3 EQR PER 1,000 SF = 29 EQR = 5,220 GPD & 20,000 SF RESTAURANT @ 1 EQR PER 10 SEATS = 40 EQR = 7,200 GPD
TOTAL (GPD)	+/- 193,000	+/- 153,000



DENVER FEDERAL CENTER
UTILITY EXHIBIT
JULY 5, 2023

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY, SUITE 300, GREENWOOD VILLAGE, CO 80111
PHONE: 303-228-2300

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EXHIBIT B - GMWSA GSA

Water and Sewer Capacity and Utility Service Agreement

THIS WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT (the "**Agreement**") is made and entered into as of this 19th day of April, 2007, by and between the Green Mountain Water and Sanitation District (the "**District**"), Catholic Health Initiatives Colorado (the "**Hospital**"), and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**GSA**"). The District, the Hospital and GSA are sometimes herein referred to as the "**Parties**."

WHEREAS, the Hospital and GSA desire water and sanitary sewer capacity from the District (the "**Utility Capacity**") for the purpose of developing or redeveloping real property generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "**Property**"); and

WHEREAS, the District is willing to provide Utility Capacity to the Hospital and GSA pursuant to the terms of this Agreement; and

WHEREAS, the Parties recognize that the area proposed for Utility Capacity is not within the boundaries of the District and, consequently, the District's existing water and sewer infrastructure was not designed to provide the proposed Utility Capacity.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. Exhibits and Inclusions - This Agreement consists of 10 numbered pages and the following Exhibits attached hereto and incorporated herein by this reference:

- a. "*Anticipated Green Mountain Water and Sanitation District Additional Utility Area*," designated Exhibit A.
- b. "*Green Mountain Water and Sanitation District Feasibility Study – Extension of Utility Service to the Federal Center Station*," prepared by McLaughlin Rincón Ltd., dated January 2006, and amended January 2007, designated Exhibit B.
- c. "*Planning Areas and System Development Fee Rebate Boundaries*," designated Exhibit C.
- d. "*Annual Report Format*," designated Exhibit D.
- e. "*Memorandum of Water and Sewer Capacity and Utility Service Agreement*," designated Exhibit E.
- f. "*Green Mountain Water and Sanitation District Rules and Regulations*," as amended from time to time, designated Exhibit F.

Water and Sewer Capacity and Utility Service Agreement

2. Anticipated Utility Area - Exhibit A illustrates the property that the Parties anticipate will receive Utility Capacity from the District pursuant to this Agreement.

3. Regional Utility Improvements - The Parties acknowledge that improvements identified in Exhibit B as "regional" or "wholesale" water and sewer improvements (the "**Regional Improvements**") must be completed prior to Utility Capacity being provided by the District to the area illustrated on Exhibit A. The District shall design and construct the Regional Improvements. The Regional Improvements shall be completed at such time as is necessary to provide Utility Capacity to the Hospital's development. The District shall own and be responsible for operation, maintenance and replacement of the Regional Improvements at its sole cost and expense. The District shall, at the District's sole cost and expense, use all reasonable efforts in accordance with industry standards, Exhibit F and applicable law: (a) to keep and maintain the Regional Improvements in good condition and repair, and (b) to provide utility services in accordance with the terms of this Agreement.

The District shall prepare a reasonably detailed budget, construction plans and specifications in accordance with Exhibits B and F, and a critical path method schedule for the construction of the Regional Improvements, and deliver the same to the Hospital and GSA for their review. The District shall, no later than fifteen (15) calendar days following a request from either the Hospital or GSA, or both, provide to the requesting Party an updated schedule, budget and projected cash flow for completion of the Regional Improvements based on the then current design and planning. Such a request shall be made no more frequently than once per calendar quarter.

It is the intention of the Parties that the District shall not advance any funds or pay any costs or expenses for the Regional Improvements, including design and construction, except as may be expressly provided for in this Agreement. It is also the intention of the Parties that the Hospital shall not be required to advance any funds or pay any costs or expenses for the design, installation or construction of upgrades to the District's facilities other than the design, installation and construction necessary to provide the Utility Capacity required under the terms and conditions of this Agreement. The Hospital shall pay all costs and expenses reasonably required by the District to provide the Regional Improvements. Such costs shall include, but are not limited to, all actual and reasonable (a) District costs of labor, material and equipment, and (b) District payments made to third parties for design, construction, legal, administrative, and land acquisition directly related to the Utility Capacity (the "**Actual Costs**"). Actual Costs shall be paid by the Hospital to the District as follows:

a. Construction Contracts - The District shall provide to the Hospital notice of advertisement for each bid approximately thirty (30) calendar days prior to the scheduled bid opening date for each construction contract. Such notification shall include a copy of the bid documents, the anticipated bid opening date and the amount of the engineer's estimate for the construction project. The District shall require that each construction contractor provide payment and performance bonds in favor of the District and in form and substance acceptable to the District. The District shall award construction contracts to the lowest, qualified, responsible bidder. Determination of which bidder is the lowest, qualified and responsible shall be made by the District after seeking and receiving input from the Hospital subsequent to bid opening. The

Water and Sewer Capacity and Utility Service Agreement

Hospital agrees to provide such input no later than ten (10) Business Days (defined below) after the District's request for such input. The District shall notify the Hospital of the amount of the construction contract to be awarded. The Hospital shall deposit into an interest-bearing account established by the District at a financial institution selected by the Hospital (the "**Account**") an amount equal to the construction contract amount. Such deposit shall be made within fifteen (15) Business Days after the District's notice of the amount of the construction contract, and prior to the District award of the construction contract. The District shall notify the Hospital of each change order approved by the District under the construction contract but only to the extent that any such change order requires a modification to the scope of work described in Exhibit B. The Hospital shall deposit additional funds into the Account equal to the contract amount increase associated with any change order no later than three (3) Business Days after receiving notice of the District approval of such change order. The District shall make construction contract payments from the Account. The District shall provide a copy of each contract payment draw request to the Hospital at the time each payment is made. The District shall return to the Hospital any funds attributable to a particular contract and remaining in the Account no later than thirty (30) calendar days after each "Construction Contract Closeout." As used herein, the term **Construction Contract Closeout** means that all claims received by the District for payment of any costs or damages associated with the particular construction contract, and any mediation or litigation concerning such claims, have been finally resolved, and that any periods for possible appeal from such resolution have expired.

b. Actual Costs other than Construction Contracts – In addition to the costs and expenses associated with the construction contracts described in subparagraph a. above, the District shall provide invoices to the Hospital for all other Actual Costs. The Hospital shall pay invoices other than those related to a construction contract no later than thirty (30) calendar days after receipt of each invoice.

4. Utility Capacity Commitment – The District agrees to make available adequate capacity in the Regional Improvements to provide no less than the Utility Capacity defined below for development that will occur subsequent to the effective date of this Agreement:

- a. Within Planning Area I as shown on Exhibit C:
 - i. 453,600 gallons maximum day water flow rate and
 - ii. 429,100 gallons maximum day sewer flow rate.
- b. Within Planning Area II as shown on Exhibit C:
 - i. 762,100 gallons maximum day water flow rate and
 - ii. 420,900 gallons maximum day sewer flow rate.

The above allocation of flow rates between Planning Areas I and II may be modified by written agreement between the Hospital and GSA; provided, however, that in no event shall the total water and sewer capacity allocated to combined Planning Areas I and II by this Agreement be less than or greater than the amounts enumerated above. Such reallocation shall only apply to available remaining capacity at the time of said reallocation. Said reallocation shall be effective upon receipt by the District of a written reallocation agreement executed by the Hospital and GSA.

Water and Sewer Capacity and Utility Service Agreement

In the event that improvements in addition to the Regional Improvements are found to be necessary to provide the Utility Capacity defined by the above listed flow rates, the District shall provide such additional improvements at its sole cost and expense. Notwithstanding the previous sentence, to the extent such additional improvements are required of the District by the Denver Water Department or the Metro Wastewater Reclamation District, these additional improvements shall be considered an Actual Cost and the Hospital shall provide funding for such additional improvements in accordance with the provisions of Section 3, above.

5. Local Improvements - The Parties acknowledge that improvements identified in Exhibit B as "local" or "retail" water and sewer improvements (the "**Local Improvements**") are necessary prior to Utility Capacity being provided by the District to the area illustrated on Exhibit A. Design and construction of Local Improvements shall be the responsibility of the entity seeking Utility Capacity at no cost or expense to the District. Design and construction of Local Improvements shall conform in all material respects to the applicable regulations and standards of the District, the Denver Water Board and the Metro Wastewater Reclamation District. Use of the Local Improvements shall commence after inspection and acceptance by the District and the Denver Water Board. Costs of District and Denver Water Board inspection shall be borne by the entity seeking Utility Capacity through the applicable Local Improvements. Upon final completion and acceptance by the District and the Denver Water Board, the Local Improvements shall be deeded free and clear to the District along with any required easements. Upon conveyance to the District, the District shall own and be responsible for operation, maintenance and replacement of the Local Improvements at its sole cost and expense, subject, however, to any applicable construction warranties. The District shall, at the District's sole cost and expense, use all reasonable efforts in accordance with industry standards, Exhibit F and applicable law: (a) to keep and maintain the Regional Improvements in good condition and repair, and (b) to provide utility services in accordance with the terms of this Agreement.

6. System Development Fee Rebates - Each entity, including, but not limited to, the Hospital and GSA, seeking utility services from the District, as a condition to receiving such utility service, shall pay the then current District, Denver Water Board and Metro Wastewater Reclamation District system development fees (the "**SDFs**"). The District shall rebate a portion of the District's SDFs to the Hospital as described below. The rebate shall not apply to SDFs of the Denver Water Board or Metro Wastewater Reclamation District. Rebates shall not be made for the cost of Local Improvements. The rebate amount shall comply with all of the following:

- a. The sum of all rebates shall not exceed the Actual Cost, without interest, paid by the Hospital for the Regional Improvements.
- b. Rebates shall only be provided from District SDFs derived from development within the System Development Fee Rebate Boundaries shown on Exhibit C.

Water and Sewer Capacity and Utility Service Agreement

- c. Rebates shall only be provided from District SDFs received by the District within ten (10) years after the date of issuance of the first Certificate of Occupancy:
 - i. Issued subsequent to the effective date of this Agreement; and
 - ii. Issued for a building located within the System Development Fee Rebate Boundary shown on Exhibit C.
 - d. If, at the end of such 10-year period, the Hospital has not received the entire Actual Cost, the District and the Hospital shall negotiate in good faith whether such rebate period shall be extended. Any extension shall be at the sole discretion of the District and, if approved by the District, shall be on a year-to-year basis.
 - e. The District shall pay to the Hospital a rebate of seventy-five percent (75%) of the District's SDFs within thirty (30) days of the District collecting any SDFs.
7. Annual Report - The District shall provide an annual report, in writing, to the Hospital and to GSA. The report shall be provided by March 15th for the period ending December 31 of the previous calendar year. The report will be required until the rebate period expires or the Hospital recovers its entire Actual Costs or the Utility Capacity is provided, whichever occurs latest. The report shall be substantially in the form of attached Exhibit D.
8. Service Charges - The District will bill individual customers for service in a manner consistent with the District's normal billing policies and in accordance with the then-current schedule of charges for water and sewer service as set forth in the District's Rules and Regulations, as the same may be amended from time to time.
9. Inclusion into the District's Boundaries - It is acknowledged by the Parties that inclusion of real property into the boundaries of the District is a requirement prior to the District providing utility service to said property. Such inclusion can take place only if the owner(s) of the real property request said inclusion in accordance with the Rules and Regulations of the District and applicable State law. The District shall not require any additional payment for the Regional Improvements other than for the initial construction as described in Section 3 above, when considering inclusion of any part or all of Planning Areas I and II as depicted on Exhibit C.
10. Third Party Dependence - The Parties acknowledge that the provision of utility service required by this Agreement depends upon matters beyond the reasonable control of the District, including, but not limited to, delays in depositing funds for the Construction Contracts as required by Paragraph 3 above, or any other delays caused by the Hospital or GSA, and depends upon sources beyond the control of the District including, but not limited to, existing contracts between the District and the Denver Water Department and between the District and the Metro Wastewater Reclamation District. The Parties further acknowledge that rationing or other curtailment of service may occur as deemed necessary by the District and consistent with rationing or other curtailment of service to other customers of the District.

Water and Sewer Capacity and Utility Service Agreement

11. Indemnification by the District – The District acknowledges and agrees that neither the Hospital nor GSA are assuming any obligations or responsibilities with respect to the design and construction of the Regional Improvements other than as specifically set forth in this Agreement. As a result, except as provided elsewhere herein, the District shall defend, indemnify and hold harmless the Hospital and GSA, and any of their respective affiliates, officers, employees, agents, and representatives, from any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses arising out of activities conducted or authorized by the District with respect to the design and construction of the Regional Improvements.
12. Specific Performance – The Hospital and GSA shall have a right to specific performance of the District's obligation to provide the Utility Capacity described in Section 4, above, unless such performance cannot occur for the reasons set forth in Section 10, above. No claim for specific performance shall accrue until the Hospital or GSA, as applicable, has given notice to the District of any alleged noncompliance on the part of the District, and the District shall have thirty (30) calendar days thereafter to cure said noncompliance.
13. Limitation of Liability – When the work under a construction contract for any portion of the Regional Improvements has progressed to the point where, in the opinion of the District, such work can be utilized for its intended purposes, the District shall issue a written notice of "**Substantial Completion.**" After inspection and upon Substantial Completion, with respect to Regional Improvements, and after inspection and acceptance by the District, the Denver Water Board, and Metro Wastewater Reclamation District, as the case may be with respect to Local Improvements, the District shall (a) maintain the Regional Improvements and the Local Improvements in substantially the same manner that it maintains the rest of its facilities servicing other customers in the service boundaries of the District, and (b) use reasonable efforts to remedy any failure or malfunction of the Regional Improvements and/or the Local Improvements with all reasonable dispatch. So long as the District does not breach the foregoing obligations or other obligations set forth in this Agreement, and as long as the District complies with industry standards, Exhibit F and applicable law, the District shall not be liable to the Hospital or GSA for any loss, cost, injury, or damage arising out of or related to the District's performance under this Agreement.
14. Dispute Resolution - If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties shall first try in good faith to settle the dispute by mediation or some other mutually-agreed upon form of alternative dispute resolution before resorting to litigation.
15. Events of Default - In the event that either the Hospital or GSA violates the terms of this Agreement, the District may discontinue provision of water and/or sewer service as described in this Agreement to, if the Hospital is in violation, Planning Area I, or, if GSA is in violation, Planning Area II. The District must first provide written notice of the alleged violation to the Hospital or GSA, as applicable, and must afford

Water and Sewer Capacity and Utility Service Agreement

the Hospital or GSA, as applicable, a reasonable period of time within which to cure or remedy such alleged violation and any other customer rights provided for in Exhibit F.

16. Effective Date - This Agreement shall become effective upon its execution by all of the Parties to this Agreement. A Memorandum of this Agreement in the form attached hereto as Exhibit E shall be recorded by the Hospital at its sole cost and expense among the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C. The Parties obligations under this Agreement are expressly subject to the closing and conveyance of title to all or a portion of the property depicted as Planning Area I on Exhibit C from GSA to the City of Lakewood, Colorado, and subsequent closing and conveyance of title to said property from the City of Lakewood, Colorado to the Hospital prior to such obligations becoming enforceable, and, if such title is not conveyed by December 31, 2007, or a later date mutually agreed to in writing by the Parties, then, except for the obligation of the Hospital to reimburse the District for Actual Costs incurred by the District prior to December 31, 2007, or such later date, this Agreement shall be terminated and of no further force or effect.

17. No Waiver - No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

18. Amendments or Modifications - The Parties hereto may amend or modify this Agreement only by written instrument executed on behalf of each Party by an authorized representative thereof.

19. Successors and Assigns - The terms and conditions of this Agreement shall be binding upon and shall inure to the Parties and their respective successors and assigns. This Agreement may be assigned by any Party to any successor owner of real property located in Planning Area II without the consent of the others, provided that (a) any and all successors and assigns assume all obligations and comply with all terms and conditions herein, and (b) the Party assigning its rights and obligations does so in writing and promptly provides a copy of the assignment to the other Parties.

20. Designation - Each Party hereto is an independent contractor, and nothing herein contained shall constitute or designate any Party or any of its officers, employees, partners, or agents as officers, agents or employees of any other Party hereto.

21. Titles - Titles of paragraphs or sections of this Agreement have been included solely for convenience of the parties and are not to be considered or deemed a part of this Agreement, nor are they intended to be a full or accurate description of the contents thereof.

22. Counterparts - This Agreement may be executed in counterparts, each of which shall be deemed an original.

Water and Sewer Capacity and Utility Service Agreement

23. Scope - This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by any Party or agent of any party that are not contained in this written contract shall be valid or binding.

24. Notices - All notices, deliveries and requests and other communications pursuant to or in connection with this Agreement shall be in writing and shall be deemed given upon delivery with a written receipt (or upon refusal of delivery or receipt) at the appropriate address indicated below either: (a) by registered or certified United States mail, return receipt requested, postage prepaid; or (b) by hand; or (c) by a nationally-recognized overnight delivery service with receipt confirmation capability; or (d) by another method agreed upon by the sender and the intended recipient:

To the District: Green Mountain Water and Sanitation District
13919 West Utah Avenue
Lakewood, CO 80228
Facsimile: 303-985-0680

with a copy to: Icenogle Norton Smith and Blieszner
835 South Lewis Street
Lakewood, CO 80226
Attn: Gordon F. Garrett, Esq.
Facsimile: 303-382-6994

To the Hospital: Catholic Health Initiatives Colorado
~~5570 DTC Parkway~~ *188 Inverness Drive West, Suite 500*
Englewood, CO ~~80111~~ *80112*
Attn: Kris Ordelleide, Esq.
Facsimile: ~~303-290-8159~~ *303-804-8198*

with a copy to: Kutak Rock LLP
1801 California Street, Suite 3100
Denver, CO 80202
Attn: William S. Martin, Esq.
Facsimile: 303-292-7799

To GSA: Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225

with copies to: Assistant Regional Administrator, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center

Water and Sewer Capacity and Utility Service Agreement

Building 41, Room 220
P.O. Box 25546
Denver, CO 80225

Office of Regional Counsel (8L)
U.S. General Services Administration
Denver Federal Center
Building 41, Room 218
P.O. Box 25006
Denver, CO 80225-0006

25. Governing Law - This Agreement shall be governed by the federal laws of the United States of America and, if such laws are not applicable to the issue in question, then this Agreement shall be governed by the laws of the State of Colorado.

26. Severability - It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any applicable law by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

27. Business Day - As used herein the term "**Business Day**" means any day except Saturday, Sunday, Federal holidays as published by the U.S. Office of Personnel Management, and Colorado State legal holidays defined by C.R.S. 24-11-101 and published by the Colorado Secretary of State on its website.

28. Duty to Cooperate - Upon request from the Hospital or GSA, the District shall provide to the requesting Party a copy of each requested document within the possession or control of the District associated with the purposes of this Agreement. In addition, each Party agrees to cooperate reasonably with the other Parties to facilitate the satisfaction of their respective obligations under this Agreement; provided, however, that, except as otherwise contemplated by the express terms of this Agreement, in no event shall any Party's duty to cooperate pursuant to this Section obligate such Party to incur any additional liabilities or un-reimbursed out-of-pocket expenses in connection with such cooperation.

29. Authority - The persons signing this Agreement in a representative capacity warrant that they are duly authorized to do so.

Water and Sewer Capacity and Utility Service Agreement

GREEN MOUNTAIN WATER AND
SANITATION DISTRICT

By: *Lewis E. Short*

Name: LEWIS E. Short

Title: President

Date: 5/14/07

CATHOLIC HEALTH INITIATIVES,
COLORADO, a Colorado non-profit
corporation

By: *Arlen B. Reynolds*

Name: Arlen B. Reynolds

Title: Exec. Vice President / COO

Date: 08-14-07

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: *Scott Arney*

~~Scott Arney~~ Leslie Plomondon
~~Acting~~ Regional Administrator
Rocky Mountain Region
General Services Administration

Date: 8/20/07

Approved for Legal Sufficiency:

By: *Leigh Ann Bunetta*

Leigh Ann Bunetta
Regional Counsel
General Services Administration

Concur:

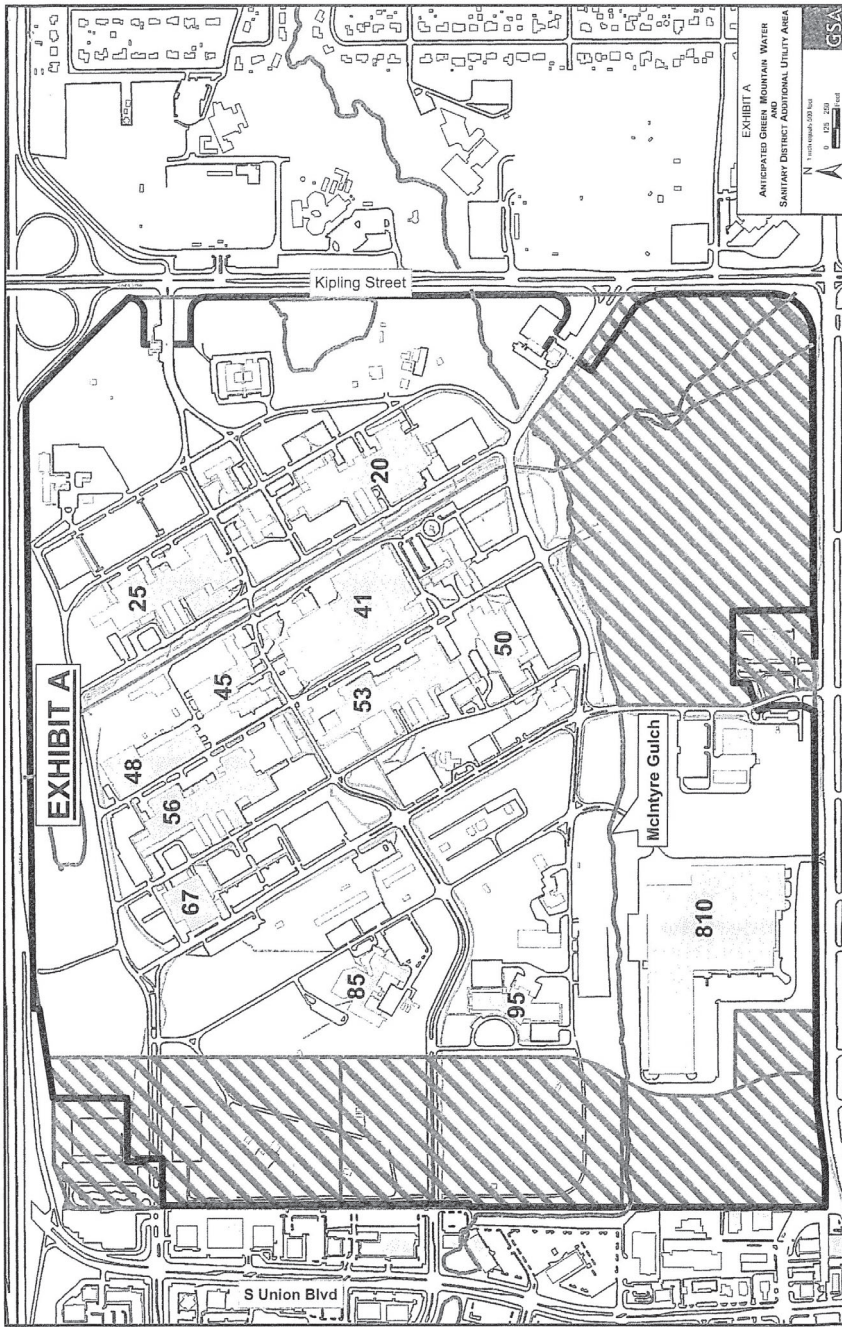
By: *Scott L. Conner*

Scott L. Conner
Director DFC Service Center
Rocky Mountain Region
GSA Public Buildings Service

Concur:

By: *Paul F. Prouty*

Paul F. Prouty
Assistant Regional Administrator
Rocky Mountain Region
GSA Public Buildings Service



Handwritten signature

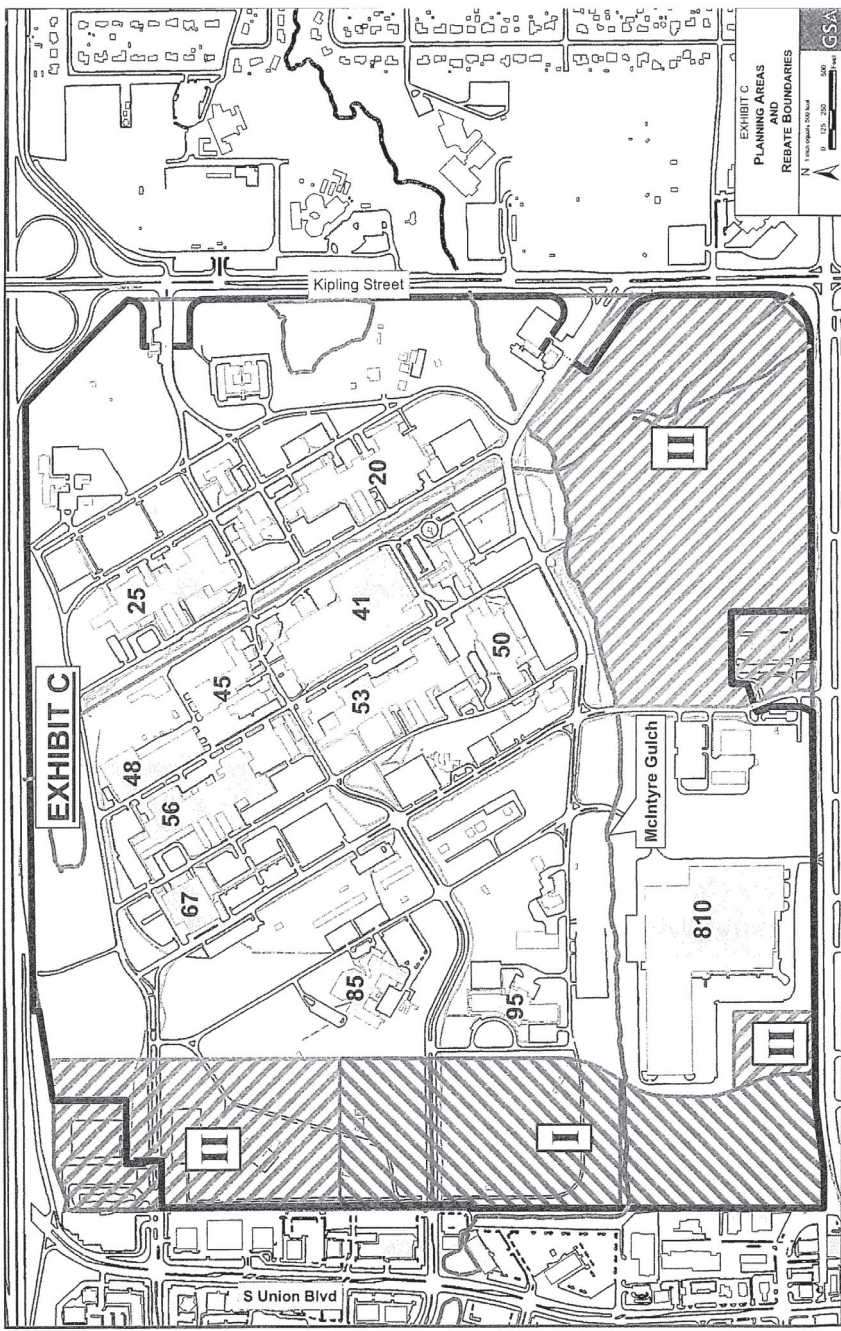


Exhibit D

Water and Sewer Service
Annual Report through December 31, 20__

This report was prepared to fulfill the requirements of section 7 Annual Report of the Water and Sewer Service Agreement among the Green Mountain Water and Sanitation District (the "District"), Catholic Health Initiatives Colorado (the "Hospital") and the United States of America (the "GSA"). Green Mountain Water and Sanitation District prepared this report. Capitalized terms are defined in the above-described agreement.

1. The total Actual Costs paid or advanced to date by the Hospital = \$_____
2. District SDFs collected during the calendar year.

<u>Service Location</u>	<u>District Water SDF Collected</u>	<u>District Sewer SDF Collected</u>	<u>Sum of Sewer and Water SDFs Collected</u>

Total = \$

3. District SDFs collected to date (including amounts in section 2) = \$_____
4. Rebate amount paid by the District to the Hospital during the calendar year = \$_____
5. Rebate amount paid by the District to the Hospital to date (including the amount in section 4) = \$_____
6. Capacity committed during the calendar year.

Planning Area I

<u>Service Location Added during Calendar Year</u>	<u>Peak Water Flow Rate (gpm)</u>	<u>Peak Sewer Flow Rate (gpd)</u>



TOTAL		

Planning Area II

<u>Service Location Added during Calendar Year</u>	<u>Peak Water Flow Rate (gpm)</u>	<u>Peak Sewer Flow Rate (gpd)</u>
TOTAL		

7. Capacity committed to date including the amounts in section 6

	<u>Peak Water Flow Rate (gpm)</u>	<u>Peak Sewer Flow Rate (gpd)</u>
Planning Area I		
Planning Area II		

EXHIBIT E

MEMORANDUM OF WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT

THIS MEMORANDUM OF WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT ("**Memorandum**") is made and entered into as of this 14th day of May, 2007, by and between the Green Mountain Water and Sanitation District (the "**District**"), Catholic Health Initiatives Colorado (the "**Hospital**"), a Colorado non-profit corporation, and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**GSA**").

W I T N E S E T H:

WHEREAS, the District, the Hospital and GSA have entered into a Water and Sewer Capacity and Utility Service Agreement dated as of May 14th, 2007 (the "**Agreement**"), and the District, the Hospital and GSA desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Agreement and certain terms thereof; and

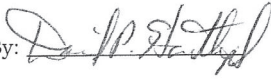
WHEREAS, the Agreement concerns the land generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "Property").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Hospital and GSA to the District, the receipt and sufficiency of which are hereby acknowledged, the District, the Hospital and GSA hereby agree that the Hospital shall record this Memorandum in the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C to the Agreement.

IN WITNESS WHEREOF, on the date first above written, the District, the Hospital and GSA have caused this Memorandum to be executed on their behalf.


[signatures on following page]

ATTEST:

By: 

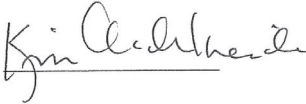
THE DISTRICT:

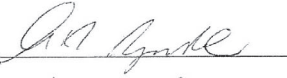
GREEN MOUNTAIN WATER AND
SANITATION DISTRICT

By: 
Name: LEWIS E. Short
Title: President

THE HOSPITAL:


CATHOLIC HEALTH INITIATIVES
COLORADO

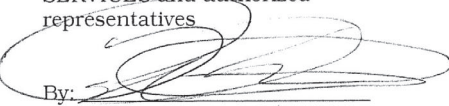
By: 

By: 
Name: Arlen B. Reynolds
Title: Exec. Vice President / CEO

GSA:

UNITED STATES OF AMERICA,
acting by and through the
ADMINISTRATOR OF GENERAL
SERVICES and authorized
representatives

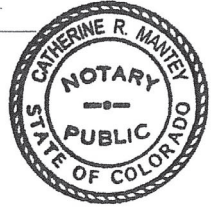
By: 

By: 
Name: Leslie Plomondon
Title: Regional Administrator
Rocky Mt. Region
USA

COUNTY OF JEFFERSON)
) ss:
STATE OF COLORADO)

On this 14 day of May, 2007, before me,
Catherine R. Mantey, a Notary Public in and for the jurisdiction aforesaid,
personally appeared Lewis E. Schoet, known personally (or
satisfactorily proven) to me to be the President of the Green
Mountain Water and Sanitation District, and that he, in such capacity,
being authorized to do so, executed the foregoing and annexed
Memorandum of Water and Sewer Capacity and Utility Service
Agreement, bearing date as of May 14, 2007, for the
purposes therein contained on behalf of the Green Mountain Water and
Sanitation District.

Catherine R. Mantey
Notary Public



My commission expires: 4-15-11

Arapahoe
COUNTY OF ~~JEFFERSON~~)
) ss:
STATE OF COLORADO)

On this 16th day of August, 2007, before me,
Susan K. Lindsay, a Notary Public in and for the jurisdiction aforesaid,
personally appeared Arlen B. Reynolds, known personally (or
satisfactorily proven) to me to be the EVP/COO of the Catholic
Health Initiatives Colorado, and that he, in such capacity, being
authorized to do so, executed the foregoing and annexed Memorandum of
Water and Sewer Capacity and Utility Service Agreement, bearing date as
of May 14, 2007, for the purposes therein contained on
behalf of the Catholic Health Initiatives Colorado.

Susan K. Lindsay
Notary Public



My commission expires: 11/25/2007

COUNTY OF JEFFERSON)
) ss:
STATE OF COLORADO)

On this ____ day of _____, 2007, before me,
Wanda C. Smith, a Notary Public in and for the jurisdiction aforesaid,
personally appeared _____, known personally (or
satisfactorily proven) to me to be the _____ of the United
States General Services Administration, and that he, in such capacity,
being authorized to do so, executed the foregoing and annexed
Memorandum of Water and Sewer Capacity and Utility Service
Agreement, bearing date as of _____, 2007, for the
purposes therein contained on behalf of the United States of America,
acting by and through the Administrator of General Services and
authorized representatives.

Wanda C. Smith
Notary Public

My commission expires: Oct. 31, 2009



**MEMORANDUM OF AMENDMENT NO. 1 TO WATER AND SEWER
CAPACITY AND UTILITY SERVICE AGREEMENT**

THIS MEMORANDUM OF AMENDMENT NO. 1 TO WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT ("**Memorandum**") is made and entered into as of this 14th day of September, 2009, by and between the Green Mountain Water and Sanitation District (the "**District**"), Catholic Health Initiatives Colorado (the "**Hospital**"), a Colorado non-profit corporation, and the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**GSA**").

W I T N E S S E T H:

WHEREAS, the District, the Hospital and GSA have entered into a Water and Sewer Capacity and Utility Service Agreement dated as of April 19, 2007 (the "**Agreement**"), which was subsequently amended by Amendment No. 1 thereto dated as of September 14, 2009 (the "**Amendment**"), and the District, the Hospital and GSA desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Amendment and certain terms thereof; and

WHEREAS, the Amendment concerns the land generally located north of Alameda Avenue, west of Kipling Parkway, south of Sixth Avenue, and east of Union Boulevard in Jefferson County, Colorado (the "**Property**").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Hospital and GSA to the District, the receipt and sufficiency of which are hereby acknowledged, the District, the Hospital and GSA hereby agree that the Hospital shall record this Memorandum in the land records of Jefferson County, Colorado, against the real property located in Planning Area I as depicted on Exhibit C, which is attached hereto, to the Agreement, as amended.

IN WITNESS WHEREOF, on the date first above written, the District, the Hospital and GSA have caused this Memorandum to be executed on their behalf.

[signatures on following page]

ATTEST:

By: [Signature]

THE DISTRICT:

GREEN MOUNTAIN WATER AND
SANITATION DISTRICT

By: [Signature]

Name: MICHAEL R. LANTZ

Title: PRESIDENT

THE HOSPITAL:

CATHOLIC HEALTH INITIATIVES
COLORADO

By: [Signature]

By: [Signature]

Name: Randy Safady

Title: Treasurer

GSA:

UNITED STATES OF AMERICA,
acting by and through the
ADMINISTRATOR OF GENERAL
SERVICES and authorized
representatives

By: [Signature]

By: [Signature]

Name: SUSAN B DAMORA

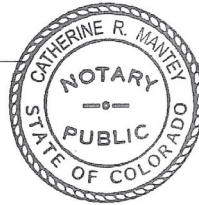
Title: Regional Administrator

COUNTY OF JEFFERSON)
) ss:
STATE OF COLORADO)

On this 20th day of October, 2009, before me,
Catherine R. Mantey, a Notary Public in and for the jurisdiction aforesaid,
personally appeared Michael P. Lantz, known personally (or
satisfactorily proven) to me to be the President of the Green
Mountain Water and Sanitation District, and that he, in such capacity,
being authorized to do so, executed the foregoing and annexed
Memorandum of Amendment No. 1 to Water and Sewer Capacity and
Utility Service Agreement, bearing date as of 14 Sept 20,
2009, for the purposes therein contained on behalf of the Green
Mountain Water and Sanitation District.

Catherine R. Mantey
Notary Public

My commission expires: 4. 15-11

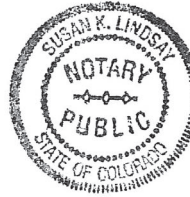


ARAPAHOE
COUNTY OF ~~JEFFERSON~~)
) ss:
STATE OF COLORADO)

On this 11th day of November, 2009, before me,
Susan K. Lindsay, a Notary Public in and for the jurisdiction aforesaid,
personally appeared Randy Safady, known personally (or
satisfactorily proven) to me to be the Treasurer of the Catholic
Health Initiatives Colorado, and that he, in such capacity, being
authorized to do so, executed the foregoing and annexed Memorandum of
Amendment No. 1 to Water and Sewer Capacity and Utility Service
Agreement, bearing date as of September 14, 2009, for the
purposes therein contained on behalf of the Catholic Health Initiatives
Colorado.

Susan K. Lindsay
Notary Public

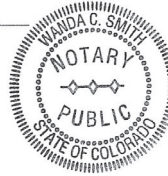
My commission expires: 11/25/2011



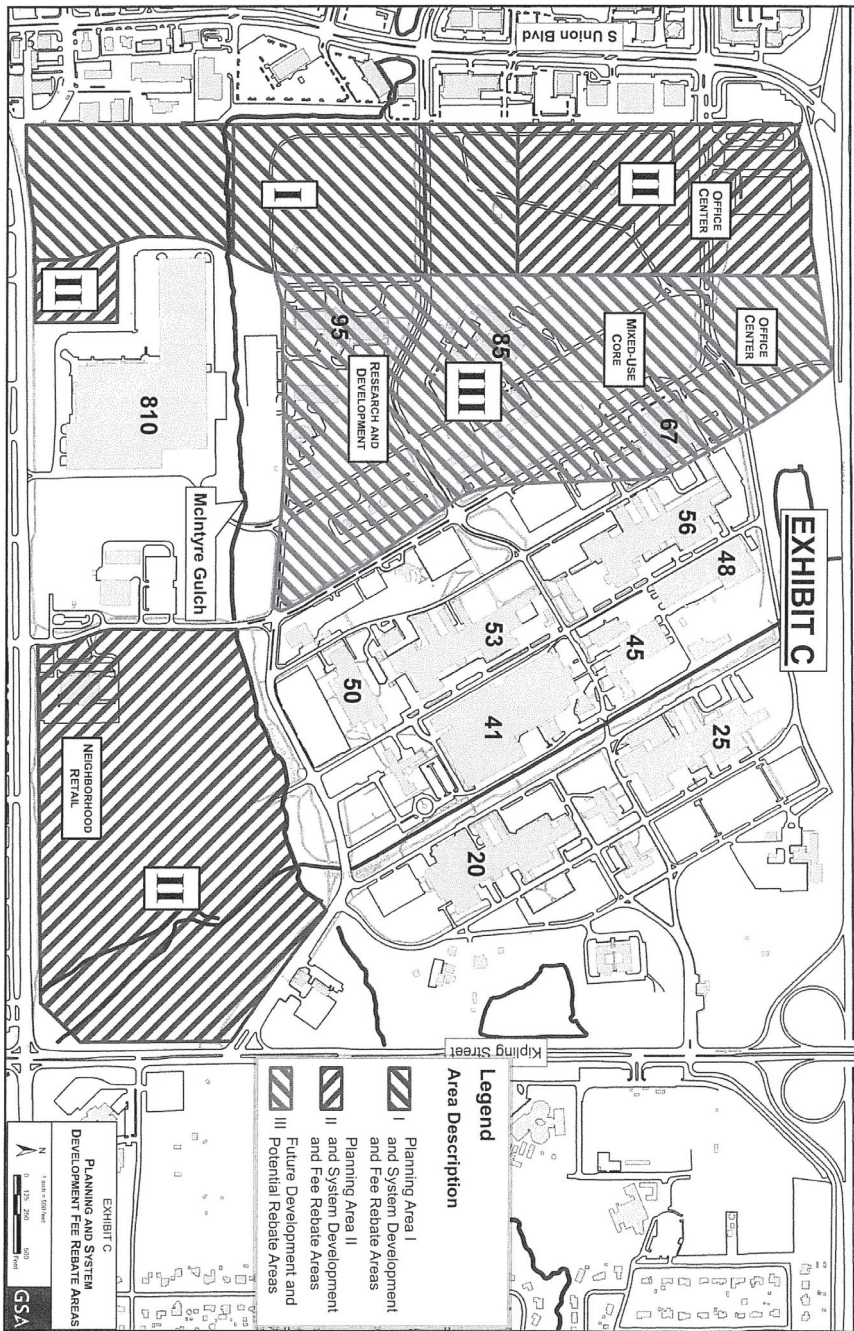
COUNTY OF JEFFERSON)
) ss:
STATE OF COLORADO)

On this 27th day of October, 2009, before me,
Wanda C. Smith, a Notary Public in and for the jurisdiction aforesaid,
personally appeared Susan B. Damour, known personally (or
satisfactorily proven) to me to be the Regional Adminstr. of the United
States General Services Administration, and that he, in such capacity,
being authorized to do so, executed the foregoing and annexed
Memorandum of Amendment No. 1 to Water and Sewer Capacity and
Utility Service Agreement, bearing date as of September 19,
2009, for the purposes therein contained on behalf of the United States
of America, acting by and through the Administrator of General Services
and authorized representatives.

Wanda C. Smith
Notary Public



My commission expires: 10/31/2009



**INCLUSION AGREEMENT
BETWEEN UNITED STATES OF AMERICA
AND
GREEN MOUNTAIN WATER AND SANITATION DISTRICT**

THIS INCLUSION AGREEMENT (the "Agreement") is entered into this 17th day of July, 2007, by and between **GREEN MOUNTAIN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation of the State of Colorado, (the "District") and **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services and authorized representatives ("GSA") individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to Title 32, Colorado Revised Statutes to, among other things, finance, acquire and construct water, and sewer improvements and facilities within and without the boundaries of the District; and

WHEREAS, GSA is the fee owner of the property described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, GSA wishes to include the Property into the District in return for the District's provision of infrastructure that will serve the Property subject to the terms of this Agreement; and

WHEREAS, owners of property may petition for inclusion within the District pursuant to C.R.S. §§ 32-1-401, *et seq.*; and

WHEREAS, on May 10, 2007, GSA submitted a petition in accordance with and pursuant to C.R.S. § 32-1-401(1)(a) requesting inclusion of the Property into the boundaries of the District (the "Petition"); and

WHEREAS, the Parties agree that the Property shall be included into the District subject to the terms and conditions contained in this Agreement and in that certain WATER AND SEWER CAPACITY AND UTILITY SERVICE AGREEMENT (the "Three Party Agreement") made and entered into as of the ____ day of _____, 2007, by and between the District, Catholic Health Initiatives Colorado (the "Hospital"), and the United States of America ("GSA") and recorded in the Jefferson County real property records bearing Reception No. _____;

NOW, THEREFORE, the Parties agree that the following shall be conditions of inclusion of the Property into the District:

TERMS AND CONDITIONS

- 1. PETITION FOR INCLUSION OF THE PROPERTY.** The District agrees that its Board of Directors will hear the United States of America's Petition For Inclusion at a public meeting in July, having duly published notice of such meeting as required by C.R.S. 32-401-1(1)(b). If the Board of Directors grants the petition, the District will file with the Clerk of the Jefferson County District Court a Resolution and Order of Inclusion, subject to conditions, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference; and cause the court-approved Conditional Order to be recorded in the real property records in the office of the Jefferson County Clerk and Recorder. If for any reason the Board of Directors does not grant the Petition For Inclusion, or the District Court does not approve the Conditional Order of Inclusion, the District shall give written notice thereof to GSA forthwith, whereupon this Agreement shall terminate and be of no further force or effect, except for the obligation of the GSA to pay to the District the Costs of inclusion as defined in Paragraph 3, below.
- 2. AD VALOREM TAXES AND FEES.** While the District does not now impose *ad valorem* taxes or fees, the Property shall be subject to such taxes and fees in the future, if and when the District imposes such taxes or fees upon all taxable property within the District boundaries; provided, and to the extent that, the Property has been conveyed to a person or entity which is not tax-exempt.
- 3. COSTS OF INCLUSION.** GSA shall be responsible for all of the costs incurred by the District related to the inclusion of the Property into the District (the "Costs"). Costs shall include, but not be limited to, engineering, legal, accounting, administrative review, management, inspection, recording fees. To facilitate this responsibility, GSA has deposited \$5,000 with the District. GSA agrees to the District's dispersal of the deposited funds to cover the Costs. GSA shall provide such additional funds, as may be necessary, in the District's sole discretion, to cover the Costs. GSA shall remit these additional funds to the District within 3 business days of the District's request for the same. Failure by the District to request additional funds shall not relieve GSA from the obligation to pay same. When the District, in its sole discretion, determines that no other Costs will be incurred, the District shall submit to GSA an accounting of the funds expended and refund to the GSA any unexpended amounts on deposit with the District. Customary Inclusion fees are waived by the District in light of the ancillary benefits to the District and upgrades to District facilities.
- 4. BINDING EFFECT/COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding upon the Parties, their heirs, successors and assigns. The terms and conditions of this Agreement are intended by the Parties to be covenants touching, benefiting and running with the land.
- 5. RECORDING OF AGREEMENT.** The District shall record this Agreement in the real property records of Jefferson County

gfg/7/17/2007

6. ENTIRE AGREEMENT. This Agreement and the Three Party Agreement constitute the entire agreement between the Parties hereto relating to the subject matter of these two agreements and set forth the rights, duties and obligations of each Party to the others as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement and the Three Party Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

7. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement

8. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and any disputes hereunder shall be resolved in the courts of the State of Colorado.

9. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Neither the District nor GSA waives its governmental immunity rights as to any claims or damages asserted by any person or entity arising out of this Agreement or the Three Party Agreement.

10. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to a Party hereto, by another Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal service, upon receipt in the United States mail, first-class postage prepaid, addressed to:

To the District: Green Mountain Water and Sanitation District
13919 West Utah Avenue
Lakewood, CO 80228
Facsimile: 303-985-0680

with a copy to: Icenogle Norton Smith and Blieszner
835 South Lewis Street
Lakewood, CO 80226
Attn: Gordon F. Garrett, Esq.
Facsimile: 303-382-6994

gg7/17/2007

To GSA: Regional Administrator
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 200
P.O. Box 25006
Denver, CO 80225

with copies to: Assistant Regional Administrator, PBS
U.S. General Services Administration
Rocky Mountain Region
Denver Federal Center
Building 41, Room 220
P.O. Box 25546
Denver, CO 80225

Office of Regional Counsel (8L)
U.S. General Services Administration
Denver Federal Center
Building 41, Room 218
P.O. Box 25006
Denver, CO 80225-0006

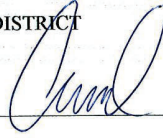
A Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

gfg7/17/2007

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

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By:



Name:

Adam Paul

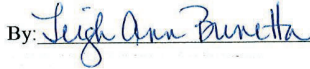
Title:

Vice-President

Date:

7/17/07

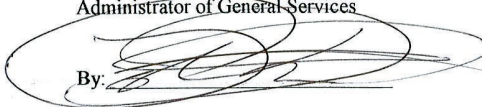
Approved for Legal Sufficiency:

By: 

Leigh Ann Bunetta
Regional Counsel
General Services Administration

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By:



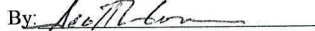
Scott Arney, Leslie Plomondon
Acting Regional Administrator
Rocky Mountain Region
General Services Administration

Concur:

Date:

8/20/07

By:



Scott L. Conner
Director DFC Service Center
Rocky Mountain Region
GSA Public Buildings Service

Concur:

By: 

Paul F. Prouty
Assistant Regional Administrator
Rocky Mountain Region
GSA Public Buildings Service

gg7/17/2007

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

8fg7/17/2007

UTILITY PARCEL 1 (NORTHWEST):

A PARCEL OF LAND, LOCATED IN THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS. 17669" ON THE WEST END.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8 WITH THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1667.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE AND THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2407, PAGES 776-783;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S72°50'30"E, A DISTANCE OF 60.00 FEET;
2. THENCE N68°53'45"E, A DISTANCE OF 238.60 FEET;
3. THENCE N89°44'33"E, A DISTANCE OF 375.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
4. THENCE CONTINUING N89°44'33"E, A DISTANCE OF 50.00 FEET
5. THENCE N81°11'33"E A DISTANCE OF 262.21 FEET;

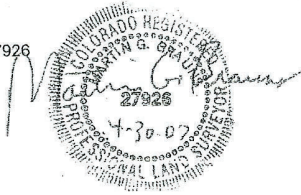
THENCE S00°00'00"E, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1777.67 FEET;

THENCE S89°59'59"W, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,665,297 SQUARE FEET OR 38.2300 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926



UTILITY PARCEL 2 (SOUTHWEST):

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE N75°33'03"E, A DISTANCE OF 208.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N01°03'08"W, A DISTANCE OF 161.14 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 199.81 FEET, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 20°15'45" AND A CHORD BEARING N11°11'01"W, A DISTANCE OF 198.77 FEET TO A POINT OF TANGENT;

THENCE N21°18'53"W, ALONG SAID TANGENT, A DISTANCE OF 181.27 FEET

THENCE S90°00'00"E, A DISTANCE OF 506.26 FEET;

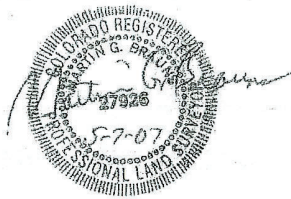
THENCE S00°00'00"E, A DISTANCE OF 520.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST ALAMEDA AVENUE;

THENCE S89°24'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 398.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 224,540 SQUARE FEET OR 5.1547 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: MAY 7, 2007

BY: MARTIN G. BRAUNS, PLS 27926



UTILITY PARCEL 3 (SOUTHEAST):

A PARCEL OF LAND, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE N18°39'24"E, A DISTANCE OF 52.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, AND THE EASTERLY RIGHT-OF-WAY LINE OF SEVENTH STREET (PRIVATE DRIVE) SAID POINT BEING ALSO THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°35'52"W, A DISTANCE OF 59.10 FEET TO A POINT OF CURVE
2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 198.94 FEET, HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 19°09'27" AND A CHORD BEARING N10°10'35"W, A DISTANCE OF 198.02 FEET TO A POINT OF TANGENT;
3. THENCE N19°45'18"W, ALONG SAID TANGENT, A DISTANCE OF 151.60 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 91.28 FEET, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 20°06'52", AND A CHORD BEARING N09°41'53"W, A DISTANCE OF 90.81 FEET TO A POINT OF TANGENT;
5. THENCE N00°21'33"E, ALONG SAID TANGENT, A DISTANCE OF 637.68 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 107.54 FEET, HAVING A RADIUS OF 1205.00 FEET, A CENTRAL ANGLE OF 05°06'48", AND A CHORD BEARING N02°11'51"W, A DISTANCE OF 107.50 FEET TO A POINT OF NON-TANGENCY ON THE SOUTHERLY BANK OF MCINTYRE GULCH;

THENCE ALONG THE SOUTHERLY BANK OF SAID MCINTYRE GULCH THE FOLLOWING FORTY-TWO (42) COURSES;

1. THENCE N85°14'46"E, A DISTANCE OF 41.15 FEET;
2. THENCE N76°13'50"E, A DISTANCE OF 24.28 FEET;
3. THENCE N52°49'25"E, A DISTANCE OF 24.32 FEET;
4. THENCE N75°29'45"E, A DISTANCE OF 29.71 FEET;
5. THENCE N69°28'28"E, A DISTANCE OF 52.72 FEET;
6. THENCE N72°28'48"E, A DISTANCE OF 65.56 FEET;
7. THENCE N69°07'24"E, A DISTANCE OF 109.44 FEET;
8. THENCE N76°27'56"E, A DISTANCE OF 72.87 FEET;

9. THENCE N77°47'16"E, A DISTANCE OF 78.73 FEET;
10. THENCE S56°43'07"E, A DISTANCE OF 21.00 FEET;
11. THENCE N77°50'15"E, A DISTANCE OF 59.06 FEET;
12. THENCE N63°52'08"E, A DISTANCE OF 80.33 FEET;
13. THENCE N65°19'28"E, A DISTANCE OF 82.90 FEET;
14. THENCE N65°44'14"E, A DISTANCE OF 86.85 FEET;
15. THENCE N70°04'00"E, A DISTANCE OF 69.80 FEET;
16. THENCE N50°06'51"E, A DISTANCE OF 47.53 FEET;
17. THENCE N80°26'46"E, A DISTANCE OF 34.95 FEET;
18. THENCE N88°48'42"E, A DISTANCE OF 77.17 FEET;
19. THENCE S49°42'45"E, A DISTANCE OF 45.32 FEET;
20. THENCE S38°32'09"E, A DISTANCE OF 25.61 FEET;
21. THENCE N72°38'01"E, A DISTANCE OF 74.39 FEET;
22. THENCE N56°39'39"E, A DISTANCE OF 73.74 FEET;
23. THENCE S51°26'26"E, A DISTANCE OF 40.63 FEET;
24. THENCE N69°51'18"E, A DISTANCE OF 15.51 FEET;
25. THENCE S84°48'33"E, A DISTANCE OF 22.39 FEET;
26. THENCE N85°34'34"E, A DISTANCE OF 28.65 FEET;
27. THENCE N89°56'49"E, A DISTANCE OF 34.57 FEET;
28. THENCE N58°00'43"E, A DISTANCE OF 7.41 FEET;
29. THENCE N80°16'01"E, A DISTANCE OF 35.58 FEET;
30. THENCE N70°54'32"E, A DISTANCE OF 56.77 FEET;
31. THENCE N59°08'42"E, A DISTANCE OF 28.05 FEET;
32. THENCE N72°22'36"E, A DISTANCE OF 41.46 FEET;
33. THENCE N45°13'38"E, A DISTANCE OF 45.37 FEET;
34. THENCE N57°17'38"E, A DISTANCE OF 12.97 FEET;
35. THENCE N71°01'53"E, A DISTANCE OF 13.38 FEET;
36. THENCE S79°55'41"E, A DISTANCE OF 76.21 FEET;
37. THENCE N63°48'55"E, A DISTANCE OF 46.15 FEET;
38. THENCE N52°01'25"E, A DISTANCE OF 50.56 FEET;
39. THENCE N71°34'36"E, A DISTANCE OF 23.20 FEET;
40. THENCE N43°27'25"E, A DISTANCE OF 62.11 FEET;
41. THENCE N40°20'44"E, A DISTANCE OF 53.96 FEET;
42. THENCE N35°45'09"E, A DISTANCE OF 69.51 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MAIN AVENUE (PRIVATE DRIVE);

THENCE ALONG THE SOUTHERLY LINE OF SAID MAIN AVENUE THE FOLLOWING 10 COURSES:

1. THENCE S53°00'27"E, A DISTANCE OF 9.18 FEET;
2. THENCE S51°49'54"E, A DISTANCE OF 176.61 FEET;
3. THENCE S51°49'24"E, A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 31.33 FEET, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 03°33'15" AND A CHORD BEARING S53°36'01"E, A DISTANCE OF 31.32 FEET TO A POINT OF TANGENT;
5. THENCE S55°22'39"E, ALONG SAID TANGENT, A DISTANCE OF 125.18 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 22.26 FEET, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 02°28'02" AND A CHORD BEARING S54°08'38"E, A DISTANCE OF 22.26 FEET TO A POINT OF TANGENT;
7. THENCE S52°54'37"E, ALONG SAID TANGENT, A DISTANCE OF 29.00 FEET TO A POINT OF CURVE;
8. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 37.93 FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 02°26'31" AND A CHORD BEARING S54°07'52"E, A DISTANCE OF 37.93 FEET TO A POINT OF TANGENT;
9. THENCE S55°21'07"E, ALONG SAID TANGENT, A DISTANCE OF 193.60 FEET;

10. THENCE S55°27'31"E, A DISTANCE OF 224.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET THE FOLLOWING TWO (2) COURSES:

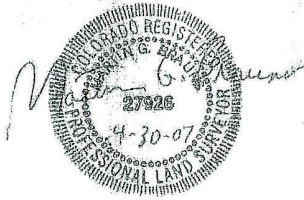
1. THENCE S00°23'04"E, A DISTANCE OF 957.17 FEET;
2. THENCE S44°37'46"W, A DISTANCE OF 355.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE;

THENCE S89°23'50"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2280.82 TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,827,598 SQUARE FEET OR 87.8696 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926



RTD PARCEL:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 2537.86 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 97.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 692.07 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE S89°06'37"W, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 674,467 SQUARE FEET OR 15.4836 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

HOSPITAL PARCEL 1:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1316.83 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'10"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1221.03 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE N89°06'37"E, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET;

THENCE S00°00'00"E, A DISTANCE OF 842.69 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A CENTRAL ANGLE OF 32°02'15", A RADIUS OF 587.25 FEET AND A CHORD BEARING OF S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 96.48 FEET;

THENCE N90°00'00"W, A DISTANCE OF 823.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,165,970 SQUARE FEET OR 26.7670 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

HOSPITAL PARCEL 2:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1316.83 FEET;

THENCE N90°00'00"E, A DISTANCE OF 823.41 FEET;

THENCE S32°02'15"W, A DISTANCE OF 67.89 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°28'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15'45", A RADIUS OF 565.00 FEET AND A CHORD BEARING OF S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;

3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'26"W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,002,866 SQUARE FEET OR 23.0226 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

OVERALL PARCEL

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 2635.40 FEET;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 1534.76 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A CENTRAL ANGLE OF 32°02'15", A RADIUS OF 587.25 FEET AND A CHORD BEARING OF S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 164.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°28'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15'45", A RADIUS OF 565.00 FEET AND A CHORD BEARING OF S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'26"W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,843,307 SQUARE FEET OR 65.2733 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

EXHIBIT B

RESOLUTION AND ORDER

WHEREAS, the United States; of America, acting by and through the Administrator of General Services and authorized representatives ("GSA"), on May 10, 2007 submitted a petition (the "Petition") in accordance with and pursuant to C.R.S. § 32-1-401(1)(a) requesting inclusion of the real property which is essentially described on Exhibit A hereto and incorporated herein by this reference (the "Property") into the boundaries of the Green Mountain Water and Sanitation District (the "District"); and

WHEREAS, notice (the "Notice") of a public meeting of the Board of Directors to consider the Petition was duly published as required by statute; and

WHEREAS, such meeting was held on this 17th day of July, 2007; and

WHEREAS, the Board of Directors has examined the Petition and the published notice; has solicited and heard the comments of all present at the public meeting; and has been fully advised in this matter by its attorney and engineer ;

THEREFORE, IT IS HEREBY RESOLVED that the Petition is in the required legal form; and it is further

RESOLVED that the Notice is in proper legal form and was duly published as required by statute; and it is further

RESOLVED that the United States of America is the sole fee owner of One Hundred Percent (100%) of the Property; and it is further

RESOLVED that the proposed inclusion is in the best interest of the District and its customers; and it is further

RESOLVED that subject to the express conditions set forth below, the Petition is hereby granted and the Inclusion is hereby ORDERED, and the District Manager is authorized and directed to file this Resolution and ORDER with the clerk of the Jefferson County District Court together with a form of CONDITIONAL ORDER FOR INCLUSION for the Court's signature containing the express condition of conveyance and re-conveyance of real property as described below, and cause the Court's resulting Conditional Order to be recorded in the real property records of the Jefferson County Clerk and Recorder; and it is finally

RESOLVED AND ORDERED that the granting of the Petition and the effectiveness of this Resolution and ORDER of Inclusion are hereby expressly conditioned upon

gfg7/17/2007

a) the closing and conveyance of title to all or a portion of the Property, from GSA to the City of Lakewood, Colorado, and subsequent closing and conveyance of title to the Property from the City of Lakewood, Colorado to Catholic Health Initiatives Colorado, a Colorado non-profit corporation (the "Hospital") on or before December 31, 2007, or a later date mutually agreed upon in writing by the District, the Hospital and the GSA, such written agreement to be recorded in the Jefferson County real property records on or before December 31, 2007; and

(b) the Court's Order ordering the Inclusion must also contain the express condition of conveyance and re-conveyance of title to all or a portion of the Property, as described above.

If either of such conditions does not timely occur as described herein, then this Resolution and inclusion Order shall expire and be of no further force or effect.

DONE AND ADOPTED this 17th day of July, 2007.

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

By



Adam Paul, Vice-President

gfg7/17/2007

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED

UTILITY PARCEL 1 (NORTHWEST):

A PARCEL OF LAND, LOCATED IN THE NORTH ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8 WITH THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1667.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE AND THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2407, PAGES 776-783;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST SIXTH AVENUE THE FOLLOWING FIVE (5) COURSES:

1. THENCE S72°50'30"E, A DISTANCE OF 60.00 FEET;
2. THENCE N68°53'45"E, A DISTANCE OF 238.60 FEET;
3. THENCE N89°44'33"E, A DISTANCE OF 375.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
4. THENCE CONTINUING N89°44'33"E, A DISTANCE OF 50.00 FEET
5. THENCE N81°11'33"E A DISTANCE OF 262.21 FEET;

THENCE S00°00'00"E, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1777.67 FEET;

THENCE S89°59'59"W, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,665,297 SQUARE FEET OR 38.2300 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926



UTILITY PARCEL 2 (SOUTHWEST):

A PARCEL OF LAND, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE N75°33'03"E, A DISTANCE OF 208.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N01°03'08"W, A DISTANCE OF 161.14 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 199.81 FEET, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 20°15'45" AND A CHORD BEARING N11°11'01"W, A DISTANCE OF 198.77 FEET TO A POINT OF TANGENT;

THENCE N21°18'53"W, ALONG SAID TANGENT, A DISTANCE OF 181.27 FEET

THENCE S90°00'00"E, A DISTANCE OF 506.26 FEET;

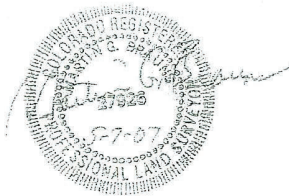
THENCE S00°00'00"E, A DISTANCE OF 520.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST ALAMEDA AVENUE;

THENCE S89°24'08"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 398.88 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 224,540 SQUARE FEET OR 5.1547 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: MAY 7, 2007

BY: MARTIN G. BRAUNS, PLS 27926



UTILITY PARCEL 3 (SOUTHEAST):

A PARCEL OF LAND, LOCATED IN THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE N18°39'24"E, A DISTANCE OF 52.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS ESTABLISHED IN BOOK 394 AT PAGE 460, AND THE EASTERLY RIGHT-OF-WAY LINE OF SEVENTH STREET (PRIVATE DRIVE) SAID POINT BEING ALSO THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE N00°35'52"W, A DISTANCE OF 59.10 FEET TO A POINT OF CURVE
2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 198.94 FEET, HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 19°09'27", AND A CHORD BEARING N10°10'35"W, A DISTANCE OF 198.02 FEET TO A POINT OF TANGENT;
3. THENCE N19°45'18"W, ALONG SAID TANGENT, A DISTANCE OF 151.60 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 91.28 FEET, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 20°06'52", AND A CHORD BEARING N09°41'53"W, A DISTANCE OF 90.81 FEET TO A POINT OF TANGENT;
5. THENCE N00°21'33"E, ALONG SAID TANGENT, A DISTANCE OF 637.68 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 107.54 FEET, HAVING A RADIUS OF 1205.00 FEET, A CENTRAL ANGLE OF 05°06'48", AND A CHORD BEARING N02°11'51"W, A DISTANCE OF 107.50 FEET TO A POINT OF NON-TANGENCY ON THE SOUTHERLY BANK OF MCINTYRE GULCH;

THENCE ALONG THE SOUTHERLY BANK OF SAID MCINTYRE GULCH THE FOLLOWING FORTY-TWO (42) COURSES:

1. THENCE N85°14'46"E, A DISTANCE OF 41.15 FEET;
2. THENCE N76°13'50"E, A DISTANCE OF 24.28 FEET;
3. THENCE N52°49'25"E, A DISTANCE OF 24.32 FEET;
4. THENCE N75°29'45"E, A DISTANCE OF 29.71 FEET;
5. THENCE N69°28'28"E, A DISTANCE OF 52.72 FEET;
6. THENCE N72°28'48"E, A DISTANCE OF 65.56 FEET;
7. THENCE N69°07'24"E, A DISTANCE OF 109.44 FEET;
8. THENCE N76°27'56"E, A DISTANCE OF 72.87 FEET;

9. THENCE N77°47'16"E, A DISTANCE OF 78.73 FEET;
10. THENCE S56°43'07"E, A DISTANCE OF 21.00 FEET;
11. THENCE N77°50'15"E, A DISTANCE OF 59.06 FEET;
12. THENCE N63°52'08"E, A DISTANCE OF 80.33 FEET;
13. THENCE N65°19'28"E, A DISTANCE OF 82.90 FEET;
14. THENCE N65°44'14"E, A DISTANCE OF 86.85 FEET;
15. THENCE N70°04'00"E, A DISTANCE OF 69.80 FEET;
16. THENCE N50°06'51"E, A DISTANCE OF 47.53 FEET;
17. THENCE N80°26'46"E, A DISTANCE OF 34.95 FEET;
18. THENCE N88°48'42"E, A DISTANCE OF 77.17 FEET;
19. THENCE S49°42'45"E, A DISTANCE OF 45.32 FEET;
20. THENCE S38°32'09"E, A DISTANCE OF 25.61 FEET;
21. THENCE N72°38'01"E, A DISTANCE OF 74.39 FEET;
22. THENCE N56°39'39"E, A DISTANCE OF 73.74 FEET;
23. THENCE S51°25'26"E, A DISTANCE OF 40.63 FEET;
24. THENCE N69°51'18"E, A DISTANCE OF 15.51 FEET;
25. THENCE S84°48'33"E, A DISTANCE OF 22.39 FEET;
26. THENCE N85°34'34"E, A DISTANCE OF 28.65 FEET;
27. THENCE N89°56'49"E, A DISTANCE OF 34.57 FEET;
28. THENCE N58°00'43"E, A DISTANCE OF 7.41 FEET;
29. THENCE N80°16'01"E, A DISTANCE OF 35.58 FEET;
30. THENCE N70°54'32"E, A DISTANCE OF 56.77 FEET;
31. THENCE N59°08'42"E, A DISTANCE OF 28.05 FEET;
32. THENCE N72°22'36"E, A DISTANCE OF 41.46 FEET;
33. THENCE N45°13'38"E, A DISTANCE OF 45.37 FEET;
34. THENCE N57°17'38"E, A DISTANCE OF 12.97 FEET;
35. THENCE N71°01'53"E, A DISTANCE OF 13.38 FEET;
36. THENCE S79°55'41"E, A DISTANCE OF 76.21 FEET;
37. THENCE N63°48'55"E, A DISTANCE OF 46.15 FEET;
38. THENCE N52°01'25"E, A DISTANCE OF 50.56 FEET;
39. THENCE N71°34'36"E, A DISTANCE OF 23.20 FEET;
40. THENCE N43°27'25"E, A DISTANCE OF 62.11 FEET;
41. THENCE N40°20'44"E, A DISTANCE OF 53.96 FEET;
42. THENCE N35°45'09"E, A DISTANCE OF 69.51 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MAIN AVENUE (PRIVATE DRIVE);

THENCE ALONG THE SOUTHERLY LINE OF SAID MAIN AVENUE THE FOLLOWING 10 COURSES:

1. THENCE S53°00'27"E, A DISTANCE OF 9.18 FEET;
2. THENCE S51°49'54"E, A DISTANCE OF 176.61 FEET;
3. THENCE S51°49'24"E, A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 31.33 FEET, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 03°33'15" AND A CHORD BEARING S53°36'01"E, A DISTANCE OF 31.32 FEET TO A POINT OF TANGENT;
5. THENCE S55°22'39"E, ALONG SAID TANGENT, A DISTANCE OF 125.18 FEET TO A POINT OF CURVE;
6. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 22.26 FEET, HAVING A RADIUS OF 517.00 FEET, A CENTRAL ANGLE OF 02°28'02" AND A CHORD BEARING S54°08'38"E, A DISTANCE OF 22.26 FEET TO A POINT OF TANGENT;
7. THENCE S52°54'37"E, ALONG SAID TANGENT, A DISTANCE OF 29.00 FEET TO A POINT OF CURVE;
8. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 37.93 FEET, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 02°26'31" AND A CHORD BEARING S54°07'52"E, A DISTANCE OF 37.93 FEET TO A POINT OF TANGENT;
9. THENCE S55°21'07"E, ALONG SAID TANGENT, A DISTANCE OF 193.60 FEET;

10. THENCE S55°27'31"E, A DISTANCE OF 224.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF KIPLING STREET THE FOLLOWING TWO (2) COURSES:

1. THENCE S00°23'04"E, A DISTANCE OF 957.17 FEET;
2. THENCE S44°37'45"W, A DISTANCE OF 355.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE;

THENCE S89°23'50"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2280.82 TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,827,598 SQUARE FEET OR 87.8696 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: APRIL 30, 2007

BY: MARTIN G. BRAUNS, PLS 27926



RTD PARCEL:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17869 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17869" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 862.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 2537.86 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 97.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 692.07 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE S89°06'37"W, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 674,467 SQUARE FEET OR 15.4836 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2008

BY: LYNN D. LANTZ, PLS 12046

HOSPITAL PARCEL 1:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1316.83 FEET TO THE POINT OF BEGINNING;

THENCE N00°00'10"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 1221.03 FEET TO A POINT ON THE CENTERLINE OF WEST 2ND PLACE;

THENCE N89°06'37"E, ALONG SAID CENTERLINE OF WEST 2ND PLACE, A DISTANCE OF 964.21 FEET;

THENCE S00°00'00"E, A DISTANCE OF 842.69 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A CENTRAL ANGLE OF 32°02'15", A RADIUS OF 587.25 FEET AND A CHORD BEARING OF S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 96.48 FEET;

THENCE N90°00'00"W, A DISTANCE OF 823.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,165,970 SQUARE FEET OR 26.7670 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

HOSPITAL PARCEL 2:

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2850.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17689 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17689" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE S89°37'30"W, A DISTANCE OF 662.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 1316.83 FEET;

THENCE N90°00'00"E, A DISTANCE OF 823.41 FEET;

THENCE S32°02'15"W, A DISTANCE OF 67.89 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°28'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.88 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15'45", A RADIUS OF 565.00 FEET AND A CHORD BEARING OF S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 181.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;

3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF $9^{\circ}03'22''$, A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF $S82^{\circ}14'28''W$, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE $S89^{\circ}37'30''W$, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 1,002,866 SQUARE FEET OR 23.0226 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING AND DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD, VILLAGE, CO 80112
KSDG JOB NO. 2041
DATE: JUNE 19, 2006

BY: LYNN D. LANTZ, PLS 12046

OVERALL PARCEL

A PARCEL OF LAND, LOCATED IN THE WEST ONE-HALF OF SECTION 9 AND IN THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 BEARING S89°24'08"W, A DISTANCE OF 2650.93 FEET AND MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, PLS 17669 WITH WITNESS CORNERS ON THE EAST END AND BY A FOUND 3-1/4" ALUMINUM CAP IN MONUMENT BOX, MARKED "ENGINEERING SURVEYS, INC. PLS 17669" ON THE WEST END.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9:

THENCE S89°37'30"W, A DISTANCE OF 862.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°00'10"W ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 8, A DISTANCE OF 2635.40 FEET;

THENCE N00°00'33"W, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 609.50 FEET;

THENCE N89°59'59"E, A DISTANCE OF 964.20 FEET;

THENCE S00°00'00"E, A DISTANCE OF 1534.76 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 328.37 FEET, HAVING A CENTRAL ANGLE OF 32°02'15", A RADIUS OF 537.25 FEET AND A CHORD BEARING OF S16°01'08"W, A CHORD DISTANCE OF 324.11 FEET (C1), TO A POINT OF TANGENT;

THENCE S32°02'15"W, ALONG SAID TANGENT, A DISTANCE OF 164.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 257.94 FEET, HAVING A CENTRAL ANGLE OF 31°06'50", A RADIUS OF 475.00 FEET AND A CHORD BEARING OF S16°28'50"W, A CHORD DISTANCE OF 254.79 FEET (C2), TO A POINT OF TANGENT;

THENCE S00°55'25"W, ALONG SAID TANGENT, A DISTANCE OF 214.37 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.13 FEET, HAVING A CENTRAL ANGLE OF 22°14'18", A RADIUS OF 495.00 FEET AND A CHORD BEARING OF S10°11'44"E, A CHORD DISTANCE OF 190.92 FEET (C3), TO A POINT OF TANGENT;

THENCE S21°18'53"E, ALONG SAID TANGENT, A DISTANCE OF 214.86 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.81 FEET, HAVING A CENTRAL ANGLE OF 20°15'45", A RADIUS OF 565.00 FEET AND A CHORD BEARING OF S11°11'00"E, A CHORD DISTANCE OF 198.77 FEET (C4), TO A POINT OF TANGENT;

THENCE S01°03'08"E, ALONG SAID TANGENT, A DISTANCE OF 161.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ALAMEDA AVENUE AS RECORDED IN BOOK 394, AT PAGE 460 OF THE JEFFERSON COUNTY RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF WEST ALAMEDA AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°24'08"W, A DISTANCE OF 202.33 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 9;
2. THENCE S00°05'14"E, A DISTANCE OF 2.47 FEET TO A POINT OF NON-TANGENT CURVE;
3. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 370.18 FEET, HAVING A CENTRAL ANGLE OF 9°03'22", A RADIUS OF 2342.00 FEET AND A CHORD BEARING OF S82°14'26"W, A CHORD DISTANCE OF 369.79 FEET (C5) TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8;

THENCE S89°37'30"W, ALONG THE SAID SOUTH LINE, A DISTANCE OF 296.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,843,307 SQUARE FEET OR 65.2733 ACRES, MORE OR LESS.

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