

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office</u>	<u>Term/Expiration:</u>
Charles Church McKay	President/Chairman	2023/May 2023
Gregg Bradbury	Treasurer	2023/May 2023
Jeff Nading	Assistant Secretary	2025/May 2025
Steve Nading	Assistant Secretary	2025/May 2025
Brandon Dooling	Assistant Secretary	2023/May 2023

DATE November 7, 2022 (Monday)

TIME: 7:30 a.m.

PLACE: **Zoom Meeting: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:**

Join Zoom Meeting

<https://us02web.zoom.us/j/87821497511?pwd=RnNIQ01mbUs4cDVPL3RIdkpwOWpvZz09>

Meeting ID: 878 2149 7511

Passcode: 379967

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
-

- B. Approve Agenda, confirm location of the meeting and posting of meeting notices.
-

- C. Acknowledge resignation of David Solin as District Secretary and consider appointment of James Ruthven as new District Secretary.
-

II. PUBLIC COMMENT

- A. _____

III. LEGAL MATTERS

- A. Discuss City of Arvada's System Development Charges. **Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding the System Development Charges (if necessary).**
-

1. Ratify engagement of Brownstein Hyatt Farber Schreck, LLP as special litigation counsel (enclosure).

2. Discuss and consider engagement of AquaSan Network, Inc. as special consultant (enclosure).

3. Authorize special litigation counsel to take necessary actions in conjunction with District directives.

- B. Ratify approval of Quitclaim Deed between the District and the City of Arvada, conveying certain easements for the purpose of constructing, operating, maintaining, repairing, and replacing an underground water line and underground service line and related facilities and appurtenances (Ranson Utility Easements) (enclosure).

IV. OTHER BUSINESS

A. _____

- V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 22, 2022.**

November 3, 2022

Kevin P. Walsh
Attorney at Law
303.223.1249 tel
kwalsh@bhfs.com

VIA EMAIL: MBECHER@SPECIALDISTRICTLAW.COM

Jefferson Center Metropolitan Districts No. 1 and No. 2
c/o Megan Becher, Shareholder
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254

RE: Engagement Agreement for Legal Services

Dear Megan:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the “Firm”) to serve as legal counsel to, and to jointly represent Jefferson Center Metropolitan Districts No. 1 and No. 2 (the “District” or “you”) in connection with a dispute over the City of Arvada’s development fees. (the “Project”). We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the “Agreement”) and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the “Terms”) is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent the District but not its board members, principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My hourly rate is \$495.00. I can be reached directly at 303.223.1249 and via email at kwalsh@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm’s overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: You have agreed to pay the sum of \$5,000 as an advance fee deposit and as security for our final invoice. This deposit will be held in the Firm's trust account for this representation, and we will bill you monthly. You agree to pay our bills timely pursuant to the Terms, and we will apply such payments to our legal fees and costs. Upon the conclusion of the representation, we will apply the deposit against our final invoice, and any unused amount remaining in the trust account will be returned to you after payment in full of your final bill.

NOTE: Please include a check for the retainer deposit when you return a signed copy of this Agreement or send us a wire with the requisite funds. Our wiring instructions are available at the secure website: www.bhfs.com/trustpayment

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in the District's board members, owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

Jefferson Center Metropolitan Districts No. 1 and No. 2
c/o McGeady Becher P.C.
November 3, 2022
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If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP



By: _____
Kevin P. Walsh

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

By: _____
Name: Gregg A. Bradbury
Its: President

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

By: _____
Name: Charles Church McKay
Its: President

BROWNSTEIN HYATT FARBER SCHRECK, LLP

STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the "Agreement") and these Standard Terms and Conditions (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$430 to \$1,515 per hour
Counsel:	From \$405 to \$1,245 per hour
Associates:	From \$335 to \$ 605 per hour
Lit Support Analysts:	From \$205 to \$ 425 per hour
Land Use Planners:	From \$255 to \$ 535 per hour
Paralegals:	From \$160 to \$ 460 per hour
Law Clerks:	From \$260 to \$ 425 per hour
Legal Assistants:	From \$120 to \$ 340 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm's direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed

to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless

you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain

portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in

accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.



October 31, 2022

Mr. Jeff Nading
Jefferson Center Metropolitan District Nos. 1 and 2
8008 Raspberry Way
Frederick, CO 80504

RE: Water & Wastewater Impact Fees

Dear Mr. Nading,

AquaSan Network, Inc. appreciates the opportunity to work with you and the Jefferson Center Metropolitan District Nos. 1 and 2 regarding the City of Arvada's proposed System Development Charges. Please consider the following a proposal to provide recommendations for a reduced Arvada System Development Charge by reviewing and advising on the water and wastewater resources and infrastructure currently serving the Jefferson Center Metropolitan District Nos. 1 and 2.

1) OVERVIEW. This letter agreement ("AGREEMENT") is to confirm our understanding of the relationship between Jefferson Center Metropolitan District Nos. 1 and 2 (collectively, the "CLIENT") and AquaSan Network, Inc. ("AQUASAN") and the work that AQUASAN will perform for CLIENT regarding the City of Arvada's ("CITY") Council Bill No. 22—071, Ordinance No. 4819 ("ORDINANCE") as it relates to water and wastewater System Development Charges ("SYSTEM DEVELOPMENT CHARGES") and the compensation that CLIENT will pay to AQUASAN for its services.

Effective upon execution of this AGREEMENT, CLIENT has retained AQUASAN to review the SYSTEM DEVELOPMENT CHARGES and assist in obtaining a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES as set forth in the ORDINANCE.

2) SYSTEM DEVELOPMENT CHARGES. The SYSTEM DEVELOPMENT CHARGES for water and wastewater resources and infrastructure are based upon the values presented in the September 2022 Water and Sewer System Development Charge Analysis ("ANALYSIS") and published in the ORDINANCE as set forth in Exhibit A and attached hereto.

3) SCOPE OF WORK. AQUASAN will represent the CLIENT as a consultant and will assist in recommending to CLIENT a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES through the following Scope of Work:

1. Review and advise CLIENT on the SYSTEM DEVELOPMENT CHARGES, ANALYSIS, ORDINANCE, and current State Statutes as they relate to water and wastewater resources and infrastructure and impact fees.
2. Review the CLIENT's Intergovernmental Agreement, as amended, with the CITY and other relevant documents as they relate to water and wastewater resources and infrastructure and impact fees.
3. Research, collect, and analyze historical water and wastewater data from developments within CLIENT's boundaries.
4. Present conclusions and recommendations for a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES given CLIENT's historical investment in water and wastewater resources and infrastructure.



5. Negotiate with the CITY a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES for providing water and wastewater service to new developments within CLIENT's boundaries.

4) NEGOTIATIONS WITH CITY. Upon approval of AQUASAN's recommendations for a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES, which is at the CLIENT's sole discretion, AQUASAN will work with the CITY (at the discretion of CLIENT), CLIENT, and CLIENT's consultants to obtain a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES. All information created by AQUASAN and provided to CLIENT is confidential and cannot be used by the CLIENT, its agents, or assignees without written consent from AQUASAN. AQUASAN agrees that once CLIENT has accepted AQUASAN's recommendations and requested AQUASAN to represent the CLIENT regarding the SYSTEM DEVELOPMENT CHARGES, that AQUASAN will follow and comply with CLIENT's and CLIENT's other consultant's (including but not limited to CLIENT's litigation counsel, if any) strategy, process, and recommendation for negotiations with the CITY. AQUASAN will review submittals with reasonable diligence and timeliness consistent with sound professional practices to meet CLIENT's timeline.

5) PROVISION OF INFORMATION, ASSISTANCE, AND PERMISSIONS. Upon written request of AQUASAN, CLIENT will provide information on existing water and wastewater assets, investments, agreements, and other information as it relates to the SYSTEM DEVELOPMENT CHARGES to include, but not limited to, infrastructure, rights, and credits with reasonable timeliness consistent with sound professional practices

If required by AQUASAN, CLIENT shall also make available to AQUASAN the assistance of the technical consultants retained by CLIENT.

6) COMPENSATION. CLIENT will initial next to one of the following compensation options:

- a) ____ An amount paid to AQUASAN of \$10,500.00 upon execution of this AGREEMENT. An amount paid to AQUASAN of \$5,000.00 per percentage point of accomplishing any reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES as set forth in Exhibit A for a Single Family Residential Equivalent, not to exceed \$75,000.00 in total. Payment by CLIENT to AQUASAN for a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES will be invoiced by AQUASAN at the time of CLIENT's notification by the CITY of the amended SYSTEM DEVELOPMENT CHARGES. At such time, CLIENT shall be obligated to pay AQUASAN within 30 days of being invoiced by AQUASAN. If payment is not made to AQUASAN within 30 days of being invoiced, a 1.5% interest charge will be invoked. Each additional 30 days late incurs an additional 1.5% late fee compounded.
- b) ____ An amount paid to AQUASAN of \$5,000.00 per percentage point of accomplishing any reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES as set forth in Exhibit A for a Single Family Residential Equivalent. Payment by CLIENT to AQUASAN for a reduction and/or increased discount in the SYSTEM DEVELOPMENT CHARGES will be invoiced by AQUASAN at the time of CLIENT's notification by the CITY of the amended SYSTEM DEVELOPMENT CHARGES. At such time, CLIENT shall be obligated to pay AQUASAN within 30 days of being invoiced by AQUASAN. If payment is not made to AQUASAN within 30 days of being invoiced, a 1.5% interest charge will be invoked. Each additional 30 days late incurs an additional 1.5% late fee compounded.



7) CONFIDENTIALITY. The materials and Scope of Work outlined in this AGREEMENT, as well as any reports and/or communications attendant to this assignment, are confidential and may only be used by CLIENT as it relates to the SYSTEM DEVELOPMENT CHARGES. Except as is usual in conjunction with the development of the SYSTEM DEVELOPMENT CHARGES, ANALYSIS, and/or ORDINANCE, CLIENT, its agents, employees, and consultants will not divulge to third parties any confidential information, identified as such, provided to CLIENT by AQUASAN.

Thank you again for the opportunity to work with you and the Jefferson Center Metropolitan District Nos. 1 and 2. If this letter represents our AGREEMENT, please so indicate by signing in the space provided below and return one copy to the undersigned. Upon receipt of an executed copy of this AGREEMENT, AQUASAN will commence work.

THIS AGREEMENT IS HEREBY AGREED TO AND ACCEPTED BY:

AquaSan Network, Inc.

**Jefferson Center Metropolitan District
No. 1**

By: C J Iadarola
(signature)

By: _____
(signature)

Name: Carmine J. Iadarola
(print)

Name: _____
(print)

Title: President

Title: _____

**Jefferson Center Metropolitan District
No. 2**

By: _____
(signature)

Name: _____
(print)

Title: _____



EXHIBIT A

- Attachment: Council Bill No. 22—071, Ordinance No. 4819 (“ORDINANCE”) pages 456 - 507

After recording return to:
City of Arvada
Attn: Arvada City Clerk's Office
8101 Ralston Road
Arvada, CO 80002

QUITCLAIM DEED

THIS DEED, made to be effective as of the ___ day of _____, 2022, by and between **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 ("**Grantor**"), and the **CITY OF ARVADA**, a Colorado municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80001 ("**Grantee**"):

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto the Grantee, its successors and assigns forever, the real property, together with improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, and being more particularly described in the following easements:

See **Exhibit A** attached hereto and incorporated herein by reference

But subject to the 40 foot wide access easement set forth in the document recorded April 17, 1995 at Reception No. F0041502 of the records of the Clerk and Recorder of Jefferson County, Colorado, as noted in the Rule and Order issued by the District Court for Jefferson County, Colorado on December 19, 2008, and recorded in the real property records of Jefferson County, Colorado on December 19, 2008, at Reception Number 2008113883 (the "Rule and Order"). The terms of the easements are set forth in Exhibit E to the Rule and Order.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Charles Church McKay, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Charles Church McKay, as President of Jefferson Center Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Permanent non-exclusive and perpetual easements for the purpose of constructing, operating, maintaining, repairing, and replacing an underground water line and underground electrical service line and related facilities and appurtenances, all over, upon, across and under the certain tracts of land situate in the County of Jefferson, State of Colorado described and depicted in Exhibit C (including Exhibit C-1 and Exhibit C-2) of that Rule and Order issued by the District Court for Jefferson County, Colorado on December 19, 2008, and recorded in the real property records of Jefferson County, Colorado on December 19, 2008, at Reception Number 2008113883; together with the rights of ingress and egress over said land(s) for the purpose of enjoying the rights, privileges, and interest herein acquired.