The Site Application Review Committee will meet to consider the lift station application for the Grandview Reserve Metropolitan District.

The Pikes Peak Area Council of Governments will not discriminate against qualified individuals with disabilities. Meeting materials are available in text-only and audio formats. Meetings are available to join remotely via Microsoft Teams, and meetings include live transcription for remote and in-person attendees using automated software. Should you require any additional auxiliary aids or services to participate, please contact ppacg@ppacg.org or (719) 471-7080 x139 as soon as possible so that we can do our best to accommodate your needs.

Si necesita ayuda con traducción, llame por favor al (719) 471-7080 x139 o ppacg@ppacg.org.
Site Location Application Report

Grandview Reserve Metropolitan District
Lift Station

May 4, 2023

HR Green Project No: 201662.07

Prepared For:

Grandview Reserve Metropolitan District
Paul Howard
1271 Kelly Johnson Blvd, Suite 100
Colorado Springs, CO 80920
Introduction

This Site Location Application Report is being submitted for the proposed Grandview Reserve Metropolitan District (GRMD) Lift Station in accordance with the following:

- Colorado Department of Health and Environment (CDPHE) Regulation 22.9
- Woodmen Hills Metropolitan District (WHMD) Water and Wastewater System Standard Specifications

The Site Location Application Form can be found in Appendix A.

Applicant

GRMD was formed in 2021 with the intent to provide water and wastewater service to the Grandview Reserve Development. GRMD is located in Falcon, Colorado and covers approximately 767 acres. The area within GRMD is currently undeveloped.

Grandview Reserve Development

The proposed Grandview Reserve development is planned to include residential, commercial, school, church, and amenity center. The development is bound by Eastonville Rd. to the west, Highway 24 to the east, and 4-Way Ranch Metropolitan District to the south. The site is located in Sections 21, 22, 27, and 28, Township 12 South, Range 64 West of the 6th Principal Meridian in El Paso County. Grandview Reserve’s location along with the surrounding Metropolitan Districts can be seen in Figure 1 below.
The proposed development is anticipated to include up to 3,500 Single Family Equivalents (SFE). The following entities own property within the GRMD service area:

1. 4-Site Investments, LLC
2. Melody Homes, Inc
3. Cross Fellowship Church

Lift Station Location

The proposed lift station site is bound by Judge Orr Road to the north, Curtis Road to the west, and Saddle Horn Ranch Filing No. 3 to the south and east. The parcel of land is located in the northwest corner of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian in El Paso County. The complete legal description is included in Appendix B. There are existing rural residential properties and Meadow Lakes Airport to the west. The north, south and east sides are undeveloped currently but plans to develop to the south and east into Saddle Horn Ranch Filing No. 3 are in progress. The proposed Saddle Horn Ranch development is rural residential. GRMD is under contract to purchase the lift station site and the contract is included in Appendix B. The lift station location is shown in Figure 1 above.

The lift station site is located outside of the FEMA designated flood plain and is over 100 feet from the nearest water well. Appendix C contains maps showing the flood plain and water wells in the lift station area.

Gravity sewer lines are proposed to convey wastewater from Grandview Reserve and other developments to the proposed lift station. The proposed gravity sewer lines will be less than 24” diameter.

As required by CDPHE Regulation 22.9, a public posting at the site was made on 4/19/2023. Appendix C contains a picture of the sign.

Zoning and Land Use

Zoning within a 1-mile radius of the proposed lift station is identified by El Paso County as:

- RR-2.5 Residential Rural (2.5 acres)
- RR-5 Residential Rural (5 acres)
- A-35 Agricultural (35 acres)
- A-5 Agricultural (5 acres)
- CC Commercial Community
- PUD Planned Unit Development
- CS- Commercial Service
- RVP- Recreational Vehicle Park
- R-4 Planned Development

An exhibit of the surrounding zoning areas can be found in Appendix C.

There are existing rural residential properties and Meadow Lakes Airport to the west of the lift station site. The north, south and east sides are undeveloped currently but plans to develop to the south and east into Saddle Horn Ranch Filing No. 3 are in progress. The proposed Saddle Horn Ranch development is rural residential.
Design Parameters

Lift Station Service Area

On March 23rd, 2023, WHMD, GRMD and Melody Homes, Inc signed an Agreement for Wastewater Treatment Plant Expansion and Extraterritorial Wastewater Service (Agreement). The Agreement requires that a regional lift station be constructed by GRMD and Melody Homes. WHMD defined the service area for the regional lift station to include developments in addition to Grandview Reserve. The Agreement can be found in Appendix D. Appendix C contains maps depicting the service area defined the Agreement and showing the preliminary area that could gravity flow to the lift station. The gravity service area is approximate and will vary once sanitary sewer alignments are developed. Table 1 lists the various parcels in the service area and the projected SFEs for each parcel at full build-out.

<table>
<thead>
<tr>
<th>PARCEL AREA (ACRE)</th>
<th>SFE/GROSS ACRES</th>
<th>SFE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grandview</td>
<td>-</td>
<td>3,500</td>
</tr>
<tr>
<td>Waterbury</td>
<td>-</td>
<td>1,250</td>
</tr>
<tr>
<td>Parcel A</td>
<td>116.5</td>
<td>4 466</td>
</tr>
<tr>
<td>KO1515</td>
<td>68.2</td>
<td>6 409</td>
</tr>
<tr>
<td>168 acres</td>
<td>168</td>
<td>0.5 84</td>
</tr>
<tr>
<td>Silver Star</td>
<td>32</td>
<td>6 192</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>—</strong></td>
<td><strong>5,901</strong></td>
</tr>
</tbody>
</table>

Lift Station Hydraulic and Organic Loading

Grandview Reserve and other developments to be served by the lift station will be built in several phases. Grandview Reserve is expected to be the first to begin development. The lift station loading was evaluated in 3 different phases. The first phase includes Filing 1 of Grandview Reserve. The second phase is for 900 SFE which is the current capacity that WHMD has committed to GRMD without an expansion. The final phase is full buildout of all parcels to be served by the lift station. Table 2 includes the projected hydraulic and organic loading associated with each phase.

<table>
<thead>
<tr>
<th>SFE</th>
<th>Max Month Average Daily Flow (MGD)</th>
<th>Peaking Factor</th>
<th>Peak Hour Flow (GPM)</th>
<th>BOD₅ (lbs/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Phase</strong></td>
<td>119</td>
<td>0.02</td>
<td>4</td>
<td>57</td>
</tr>
<tr>
<td><strong>Second Phase</strong></td>
<td>900</td>
<td>0.15</td>
<td>4</td>
<td>430</td>
</tr>
<tr>
<td><strong>Full Build-Out</strong></td>
<td>5,901</td>
<td>1.02</td>
<td>3.1</td>
<td>2,210</td>
</tr>
</tbody>
</table>
Based on similar developments in the area, 172 gallons per day (GPD) per SFE was used to calculate Max Month Average Daily Flow (MMADF).

Peak Hour Flow was calculated using the following peaking factor equation:

\[ PF = \frac{5}{p^{0.167}} \]

Where
- \( p \) = population in thousands
- \( PF_{\text{max}} = 4.0 \)
- \( PF_{\text{min}} = 1.7 \)
- 2.77 people per SFE

The WHMD WRF influent currently averages approximately 283 mg/L BOD\(_5\). The developments to be served by the lift station are expected to be similar to the existing development served by the WHMD WRF. Therefore, the BOD\(_5\) of those developments are projected to be similar to the WRF BOD\(_5\) and 300 mg/L was used as an assumed value to develop the organic loading projections.

Receiving Entity Hydraulic and Organic Loading

The WHMD WRF is currently rated for 1.3 MGD and 3,470 lbs BOD\(_5\)/day. It is currently loaded at approximately 71% of the permitted hydraulic capacity and 74% of the permitted organic capacity. Table 3 below shows the projected WRF loading at each phase.

### TABLE 3: PROJECTED WRF LOADING

<table>
<thead>
<tr>
<th>Lift Station MMADF (MGD)</th>
<th>WRF Hydraulic Permitted Capacity (%)</th>
<th>WRF Organic Permitted Capacity (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Phase</td>
<td>0.02</td>
<td>73</td>
</tr>
<tr>
<td>Second Phase</td>
<td>0.15</td>
<td>83</td>
</tr>
<tr>
<td>Full Build-Out</td>
<td>1.02</td>
<td>149</td>
</tr>
</tbody>
</table>

As shown in Table 3 and described in the Agreement, the WHMD WRF will need to be expanded to allow for treatment of full build-out flows. The Agreement dedicates treatment capacity for 900 SFE to Grandview Reserve in the existing WRF. Upon completion of the WRF expansion, the plant will have capacity to treat full build-out flows from the lift station service area.

Per the Agreement, WHMD intends to begin design and permitting of the WRF expansion in 2024. It is anticipated that the expansion will take at least 5 years to complete so the earliest the expansion will be in service is projected to be 2029. Grandview Reserve projects to build 75 SFE in 2025 and 150 SFE each following year until build-out. Based on those projections, Grandview Reserve would reach 900 SFE in 2031. The build-out schedules for the other parcels served by the lift station are unknown but are expected to lag behind Grandview Reserve. The Agreement is included in Appendix D.
Preliminary Design

Overview

The GRMD Lift Station will be designed in accordance with the Agreement between Melody Homes, Inc, WHMD, and GRMD, CDPHE regulations and WHMD standards. Per coordination with WHMD, the lift station will have a wet well/dry well configuration with four flooded-suction pumps each sized for half of the peak design pumping capacity at full build-out. The pumps shall be equipped with VFDs and shall be controlled by a PLC which will communicate to the WHMD SCADA system. A building, likely CMU-block construction, will house electrical equipment. Trioxin or equal will be utilized for odor control. Emergency storage and backup power generation will be provided. Please see the preliminary site layout in Appendix E.

Dual force mains will be provided. The force mains are anticipated to be 8” and 14” diameter. For the design calculations, C900 DR14 PVC was assumed for the pipe material. Valving shall be provided to allow all pumps to pump into either or both force mains.

Wet Well

The lift station will have a wet well/dry well configuration. The wet well was sized based on Hydraulic Institute Criteria for Pump Intake Design. The following assumptions were used to size the wet wells:

- Influent flow to the lift station was assumed to be 50% of the pumping rate since that is the worst-case scenario for pump cycling.
- 8 starts per hour was used to determine the pump cycle times.

The proposed minimum usable wet well volume is 2,850 gallons. The usable volume is from pump OFF to lag pump ON. Preliminary calculations for sizing the wet wells are in Appendix F. The wet well is anticipated to be cast-in-place concrete.

Flooded-Suction Pumps

The pumps will convey flows from the lift station to WHMD WRF. Four pumps will be installed in the dry-well, each with the capacity of half the peak hour flow at full build-out. In earlier phases, 1 pump will be sufficient for peak hour flow. In later stages of development, 2 pumps will be needed for peak hour flow. Please see the following pumping conditions in the table below.

<table>
<thead>
<tr>
<th>TABLE 4: PUMPING CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pump Scenario</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Condition A</td>
</tr>
<tr>
<td>Condition B</td>
</tr>
<tr>
<td>Full Build-Out</td>
</tr>
</tbody>
</table>
The conditions above were chosen based primarily on force main velocities. A velocity of 3.0 feet per second (fps) was agreed to in a meeting with WHMD on March 17, 2023 for the 8” diameter force main. 3.5 fps was used as a minimum velocity for the 14” diameter force main. DR14 C900 was assumed for the force main material. The preliminary pump curve from the manufacturer, TDH calculations, pump curves and system curves are included in Appendix F.

The lift station will be initially equipped with 2 pumps, one duty and one standby. The firm pumping capacity of the lift station with the initial pump equipment will be 440 GPM which is sufficient for a 0.15 MGD MMADF. As development progresses, more pumps will be added to increase the capacity as shown in Table 4.

The pumps are proposed to be Gorman Rupp 6404E60-B centrifugal pumps equipped with 250 HP motors. At Conditions A and B, the velocity through pump will be below 10 fps. At full build-out, the pump velocity will be approximately 12.7 fps. The Gorman Rupp manufacturer’s representative confirmed that this velocity is acceptable for the proposed application. Grit loading is anticipated to occur during construction of the proposed service area. Anticipated grit loading and the pump velocity will be considered during the design phase for pump material (impeller, volute, and seal) selection. Potable water will be available in the lift station for seal maintenance.

**Force Mains**

One 8-in and one 14-in force main will convey flows from the lift station and to the WHMD WRF. The preliminary alignment of the force main is approximately 17,526 ft linear feet and can be found in Appendix E. In earlier phases, the 8-in DR14 C900 pipe will convey flows at 440 gpm to maintain a 3 feet per second (fps) velocity. Once the peak flow into the lift station exceeds 440 gpm (anticipated to be around 1,000 SFE) the single 14-in force main will be utilized at a flow rate of 1,500 GPM for a velocity of 3.5 fps. Both force mains will be used when the peak flow to the lift station exceeds 1,500 GPM (anticipated to be approximately 3600 SFE). Design calculations to size the force main are included in Appendix F.

**Transient Analysis**

In the initial design phase, a transient analysis will be developed for the lift station and force main. The recommendations from the transient analysis will be incorporated into the design. Pipe material is the only anticipated potential change to the system hydraulics from the transient analysis. If ductile iron pipe (DIP) is required, the force main internal diameter shall increase slightly. This will result in a small increase in flow rate and reduction in TDH. A review of the pump and system curves show that the proposed pump has capacity for the changes associated with DIP. Other possible recommendations from the transient analysis include but are not limited to, surge vessels, surge anticipation valves and combination air valves. None of those are anticipated to change the steady state hydraulics of the system.

**Emergency Storage**

Emergency storage will be provided by underground storage tanks. It is anticipated that the tanks will be HDPE. Construction of emergency storage will be phased. WHMD requires 8 hours of emergency storage at ADF. Table 5 below contains the required emergency storage volume for each phase of development. Initial construction will include sufficient emergency storage for the loading from 900 SFE (phase 2). Construction of subsequent emergency storage will be phased as development progresses. The initial emergency storage tank is anticipated to be 100 feet in length with a 10 ft inner diameter. The initial and phased emergency storage tanks are shown on the preliminary site layout in Appendix E.
### TABLE 5: EMERGENCY STORAGE PHASING

<table>
<thead>
<tr>
<th>SFE</th>
<th>Lift Station MMADF</th>
<th>Emergency Storage Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(MGD)</td>
<td>(gallons)</td>
</tr>
<tr>
<td>First Phase</td>
<td>119</td>
<td>0.02</td>
</tr>
<tr>
<td>Second Phase</td>
<td>900</td>
<td>0.15</td>
</tr>
<tr>
<td>Full Build-Out</td>
<td>5,901</td>
<td>1.02</td>
</tr>
</tbody>
</table>

### Operation and Management

Per the Agreement, WHMD will own, manage, and operate the lift station and force main after construction is complete. The lift station site will be conveyed to WHMD who will solely own the property. The force main shall be constructed within the lift station site, public ROW, and the WHMD WRF site. Therefore, WHMD will have access for operation and maintenance of all facilities proposed in this Site Location Application.

WHMD employs 6 operators who collectively have one Class 4, one Class 2, and one Class 1 collection licenses and two Class A, and one Class C wastewater treatment licenses. The current WHMD wastewater rate is $50.72 per month per SFE.

### Emergency Operation

The lift station will be equipped with four equally sized pumps, two duty and two stand-by. A generator with automatic transfer switch will be furnished to provide back-up power. 8 hours of emergency storage at ADF will be provided. These components of the lift station are included to minimize the risk of an overflow during an emergency event. Additionally, dual force mains will be provided. While neither force main can convey the full build-out flows individually, if one force main fails, the other can be utilized to convey partial flows which reduces the risk of an overflow. Finally, a bypass pumping connection will be provided which will allow a portable pumping unit to draw from the wet well and pump into the force mains.

The lift station will have an automated SCADA (Supervisory Control and Data Acquisition) system. The SCADA system will communicate with WHMD’s main SCADA system which is capable of sending alarms to WHMD operations staff. The data to be communicated to the WHMD main SCADA system includes but is not limited to:

1. Wet well levels
2. Pump status
3. Flow rates and totals
4. Loss of power
5. Loss of communication

The systems described above, coupled with appropriate operator response, are intended to minimize the risk of a sanitary overflow.

### Conclusion

This report contains information to demonstrate the GRMD Lift Station compliance with CDPHE Regulation 22.9. Following approval of the Site Location Application, a design submittal shall be made to demonstrate the
GRMD Lift Station compliance with CDPHE Design criteria for Domestic Wastewater Treatment Works, WHMD Standards and the Agreement. That submittal shall include a geotechnical report and verification of site ownership in addition to construction documents and the Basis of Design report.
Appendix A: Site Location Application
Regulation 22 Site Location Application Form  
Section 22.9 - Lift Station

**A. Project and System Information**

<table>
<thead>
<tr>
<th>System Name</th>
<th>Grandview Reserve Metropolitan District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>Grandview Reserve Metropolitan District Lift Station</td>
</tr>
<tr>
<td>County</td>
<td>El Paso County</td>
</tr>
<tr>
<td>Associated CDPS Permit No.</td>
<td>CO0047091</td>
</tr>
<tr>
<td>Date Fee Paid or payment attached</td>
<td>Invoice Number and Check Number</td>
</tr>
<tr>
<td>Design Company Name</td>
<td>HR Green, Inc.</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>Mark Volle, PE</td>
</tr>
<tr>
<td>Address</td>
<td>1975 Research Parkway, Suite 230</td>
</tr>
<tr>
<td></td>
<td>Colorado Springs, CO 80920</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mvolle@hrgreen.com">mvolle@hrgreen.com</a></td>
</tr>
<tr>
<td>Phone</td>
<td>719-394-2436</td>
</tr>
<tr>
<td>Applicant/Entity</td>
<td>Grandview Reserve Metropolitan District</td>
</tr>
<tr>
<td>Representative Name</td>
<td>Paul Howard</td>
</tr>
<tr>
<td>Address</td>
<td>1271 Kelly Johnson Blvd., Suite 100</td>
</tr>
<tr>
<td></td>
<td>Colorado Springs, CO 80920</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:paulinfinity1@msn.com">paulinfinity1@msn.com</a></td>
</tr>
<tr>
<td>Phone</td>
<td>719-499-8416</td>
</tr>
</tbody>
</table>

**B. Project Information**

<table>
<thead>
<tr>
<th><strong>Location (existing or proposed site)</strong></th>
<th><strong>Proposed Project Capacity</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief location description</td>
<td>Firm Pumping Capacity</td>
</tr>
<tr>
<td></td>
<td>(capacity with the largest unit out of service)</td>
</tr>
<tr>
<td>Southeast corner of the intersection of Judge Orr road and Curtis Road.</td>
<td>440 GPM</td>
</tr>
<tr>
<td>Legal Description (e.g., Township, Range)</td>
<td>Service Area Flow to Lift Station (maximum month average flow)</td>
</tr>
<tr>
<td>Northwest corner of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian</td>
<td>0.15 MGD</td>
</tr>
<tr>
<td>County</td>
<td>Service Area Flow to Lift Station (peak hour flow)</td>
</tr>
<tr>
<td>El Paso County</td>
<td>0.62 MGD</td>
</tr>
<tr>
<td>Latitude</td>
<td>38.954006</td>
</tr>
<tr>
<td>Longitude</td>
<td>104.551583</td>
</tr>
<tr>
<td><strong>Funding Process</strong></td>
<td>Will the State Revolving Fund (SRF) loan program be used to finance any portion of the project?</td>
</tr>
<tr>
<td></td>
<td>Yes ☐ No ☒ If yes, please list project number</td>
</tr>
</tbody>
</table>

**Project Schedule and Cost Estimate**

<table>
<thead>
<tr>
<th>Estimated Bid Opening Date</th>
<th>July 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Completion Date</td>
<td>March 2025</td>
</tr>
<tr>
<td>Estimated Project Cost</td>
<td>$8,000,000</td>
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</tbody>
</table>
### Project and System Information

<table>
<thead>
<tr>
<th>System Name</th>
<th>Grandview Reserve Metropolitan District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>Grandview Reserve Metropolitan District Lift Station</td>
</tr>
<tr>
<td>County</td>
<td>El Paso County</td>
</tr>
<tr>
<td>Associated CDPS Permit No.</td>
<td>CO0047091</td>
</tr>
</tbody>
</table>

### Treatment Entity Information

1. Name and address of the treatment plant providing treatment (Receiving treatment entity must fill out “Receiving Wastewater Entity Certification”)
   
   Woodmen Hills Metropolitan District (WHMD) Water Reclamation Facility  
   8046 Eastonville Rd.  
   Peyton, CO 80831

### Site Information

2. Vicinity maps of site location which includes the following:
   a) 5-mile radius map: all treatment plants, lift stations and domestic water supply intakes  
   b) 1-mile radius map: habitable buildings (e.g., residences, schools, and commercial structures), location of public and private potable water wells, an approximate indication of the topography of the area, and neighboring land uses.  
   Included in Appendix C of Engineering Report

3. Site Location Zoning
   a) Present zoning of the site location?  
      RR-2.5 zoning, Exhibit included in Appendix C of Engineering Report
   b) Zoning within a one (1) mile radius of the site location?  
      Included in Appendix C of Engineering Report

4. Flood Plain and Natural Hazards
   a) Is the site located in a 100-year flood plain or other natural hazard area? If so, what precautions are being taken?  
      No, located above 100-year floodplain. Floodplain map included in Appendix C of Engineering Report.
   b) Has the flood plain been designated by the Colorado Water Conservation Board, Department of Natural Resources or other agency? If so, please list agency name and the designation.  
      FEMA

5. Legal Arrangements Demonstrating Control of the Site
   Please provide the legal arrangements showing control of the site or right-of-way for the project life or showing the ability of the entity to acquire the site or right-of-way and use it for the project life.
   Grandview Reserve Metropolitan District (GRMD) is under contract to purchase the site (See Appendix B of Engineering Report)

### Lift Station Information

6. Please describe the period during which service area build-out will occur.  
   Service area build-out is anticipated to begin in 2025 and continue beyond 2045.

7. Please describe the flows/loadings expected in the first five years operation. Also provide the flow/loading projections showing projected flow and loading over the following 20 years.  
   The lift station is expected to begin operation in 2025 and the first filing of development is expected to be completed by early 2026. By 2031, there are projected to be 900 homes served by the lift station. The lift station will be initially equipped with pumping capacity for approximately 900 homes. The lift station will utilize 1 duty pump and the 8” force main for these loading conditions. Additional pumps will be added as development progresses. In 2045, the number of homes served is projected to be 3,075 with a MMDAF of 0.53 MGD. Please see Engineering Report for additional details.

8. Will the proposed lift station replace an existing lift station?  
   Yes ☑️ No
   If Yes, please describe the current flows and loadings that will be switched to the proposed lift station.
9. Describe emergency back-up system in case of lift station and/or power failure to minimize the possibility of sanitary sewer overflows and health hazards to the public and operations personnel. Initially, 2 pumps are proposed, 1 duty and 1 stand-by. For full build out, 4 pumps will be installed, 2 duty and 2 standby. Additionally 8 hrs of emergency storage at ADF, backup generator, and dual force mains are proposed to minimize the possibility of sewer overflows and health hazards. In addition to the redundancy listed, the lift station will be equipped with a SCADA system to relay alarms and system status to WHMD WRF operations group.

Project Information

10. What entity is financially responsible for the construction of the treatment works?
Melody Homes, Inc - See Appendix D of the Engineering Report for more details.

11. What entity has the financially responsibility for owning and long term operating expense of the proposed treatment works?
WHMD - See Appendix D of the Engineering Report for more details.

12. What entity has the responsibility for managing and operating the proposed treatment works after construction?
WHMD - See Appendix D of the Engineering Report for more details.

Additional Factors

13. Please identify any additional factors that might help the Division make an informed decision on your site location application.
Liquid phase odor control (Trioxin or similar) is proposed for this lift station. WHMD, Melody Homes, and GRMD have signed an agreement for Wastewater Treatment Plant Expansion and Extraterritorial Wastewater Service. See Appendix C of the Engineering Report for a copy of this agreement.
## Applicant Certification and Review Agencies Recommendation

### Section 22.9 - Lift Station

<table>
<thead>
<tr>
<th>Project and System Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System Name</strong></td>
</tr>
<tr>
<td><strong>Project Title</strong></td>
</tr>
<tr>
<td><strong>County</strong></td>
</tr>
<tr>
<td><strong>Associated CDPS Permit No.</strong></td>
</tr>
</tbody>
</table>

### 1. Applicant Certification

I certify that I am familiar with the requirements of *Regulation 22 - Site Location and Design Regulations for Domestic Wastewater Treatment Works*, and have posted the site location in accordance with the regulations. An engineering report, as described and required by the regulations, has been prepared and is enclosed.

**Applicant Legal Representative**

<table>
<thead>
<tr>
<th>Position/Title</th>
<th>Typed Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRMD President</td>
<td>Paul Howard</td>
<td>[Signature]</td>
<td>1/13/23</td>
</tr>
</tbody>
</table>

Email: paulinfinity1@msn.com  
Phone: 719-499-8416

The system legal representative is the legally responsible agent and decision-making authority (e.g. mayor, president of a board, public works director, owner). The Design Engineer is not the legal representative and cannot sign this form.

### 2. Recommendation of Review Agencies

As required in Sections 22.9(1)(c) and 22.9(1)(d), the application and the engineering report must be submitted to all appropriate local governments, local health authority, 208 designated planning and management agencies and other state or federal agencies for review and comment prior to submittal to the Division. By signing below, the review agency: 1) acknowledges receipt of the proposed site location application, 2) has reviewed the proposed application and may elect to provide comments, and 3) has provided a recommendation concerning the application to the Division. The recommendation should be based on the consistency of the proposed site location application with the local comprehensive plan(s) as they relate to water quality and the approved regional water quality management plan(s).

**Please note:** Review agencies are encouraged to provide project comments; however, if a review agency does not recommend approval then the agency must attach a letter describing the reason for their decision or comment on the next page.

**Signature of designated Management Agency (i.e., Water Quality Authority, Watershed Association, Watershed Authority)**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Typed Name</th>
<th>Signature</th>
<th>Date</th>
<th>Recommend Approval?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>[Signature]</td>
<td>Phone</td>
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**Signature of County, if the site is located in unincorporated areas of a county**

<table>
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<td>[Signature]</td>
<td>Phone</td>
<td>[Yes/No]</td>
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**Signature of City or Town, if the site is located within a City/Town boundary or within three miles of the City/Town boundary (if multiple, attach additional sheets as needed)**

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<th>City/Town</th>
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<tr>
<td><strong>Signature of Local Health Authority</strong></td>
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<tr>
<td>Email</td>
<td>Phone</td>
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<table>
<thead>
<tr>
<th><strong>Signature of 208 Designated Planning Agency</strong></th>
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</tr>
<tr>
<td>Email</td>
<td>Phone</td>
<td>Recommend Approval?</td>
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</tr>
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</table>

**Signature of other State or Federal Agencies, if treatment works is located on or adjacent to a site that is owned or managed by a federal or state agency.**

| Agency | Typed Name | Signature | Date |
| Email | Phone | Recommend Approval? | Yes | No |

<table>
<thead>
<tr>
<th><strong>Signature of other undesignated Basin Water Quality Authority, Watershed Association, Watershed Authority, etc.</strong></th>
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**Review Agency Comments:**
# Wastewater Receiving Entity Certification

## Section 22.9 - Lift Station

### Project and System Information

<table>
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<tr>
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<th>Grandview Reserve Metropolitan District</th>
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<tbody>
<tr>
<td>Project Title</td>
<td>Grandview Reserve Metropolitan District Lift Station</td>
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<td>County</td>
<td>El Paso County</td>
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### Receiving Treatment Entity Information - Certification of Available Treatment Capacity

<table>
<thead>
<tr>
<th>Receiving Treatment Entity</th>
<th>Woodmen Hills Metropolitan District</th>
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<tbody>
<tr>
<td>CDPS Permit No.</td>
<td>CO0047091</td>
</tr>
<tr>
<td>Site Location Approval No.</td>
<td>4512</td>
</tr>
<tr>
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<td>Permit Capacity</td>
</tr>
<tr>
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<td>Site Location Approved Capacity</td>
</tr>
<tr>
<td></td>
<td>WHMD Regional WRF</td>
</tr>
<tr>
<td></td>
<td>1.3 MGD</td>
</tr>
</tbody>
</table>

### Proposed treatment works capacity impacts on receiving treatment plant (projected at buildout or 20-years)

- Proposed maximum month average hydraulic capacity: 0.15 MGD
- Proposed peak hour hydraulic capacity: 0.62 MGD
- Proposed maximum month average organic loading capacity: 387 lbs BOD₅/day
- Proposed treatment works will increase the receiving treatment plant’s hydraulic loading to: 83 (¾ of total plant capacity)
- Proposed treatment works will increase the receiving treatment plant’s organic loading to: 85 (¾ of total plant capacity)

### Treatment Certification - Section 22.9(1)(b)(v)(A)

| Yes, the treatment entity will provide treatment | ☒ |
| No, the treatment entity will not provide treatment | ☐ |

### Capacity Certification - Section 22.9(1)(b)(v)(B)

I certify that the receiving treatment plant is not presently receiving wastes in excess of the design capacity as defined in the above listed site location approval and discharge permit and has the capacity to treat the projected discharge from the proposed treatment works (initial in box).

### Compliance Status Certification - Section 22.9(1)(b)(v)(C)

I certify that the receiving treatment plant has not been in violation of any effluent limitations in its discharge permit for the last two years (initial in box).

I certify that the receiving treatment plant is not operating under a Notice of Violation and/or Cease and Desist Order from the Division resulting from discharge permit violations (initial in box).

Note: If there have been effluent violations or if the treatment plant is operating under a Notice of Violation and/or Cease and Desist Order from the Division, please provide additional description of the situation and the treatment entity’s proposed corrective measures to achieve consistent compliance. The Division will evaluate information provided and determine if approval should be granted, granted with conditions, or denied.

### Signature of Treatment Entity Representative certifying that the information presented above is accurate and complete.

- Position/Title: Wastewater Enterprise Director
- Typed Name: Wally Eaves
- Signature: [Signature]
- Date: 6/9/2023
- Email: wally.eaves@whmd.org
- Phone: (719)210-0659
May 19, 2016

Gene Cozzolino, Director of Water and Wastewater
Woodmen Hills Metropolitan Distyrict
8046 Eastonville Road
Peyton, CO 80831

Subject Regulation 22 Amendment of Site Location Approval No: 4512 [ES.15.SA.02387]
Woodmen Hills Wastewater Treatment Facility
Woodmen Hills MD, WHMD Regional Wastewater Treatment Facility - Improvements
Colorado Discharge Permit System (CDPS) No. CO0047091
El Paso County
ES Project No. ES.15.SA.02387, Compliance Order on Consent No. MC-150312-1

Dear Mr. Cozzolino:

The Water Quality Control Division (Division) has reviewed and evaluated the site location application package for the WHMD Regional Wastewater Treatment Facility to replace the existing Woodmen Hills Wastewater Treatment Facility. Site location approval number 4512 was issued for the existing facility in March 1987, with subsequent amendments in October 2000, November 2009, and March 2010. The facility is located as follows: The SW ¼ of the SE ¼ and the SE ¼ of the SW ¼ of Section 30, Township 12 South, Range 64 West of the 6th Principal Meridian, El Paso County. The facility will continue to discharge to an unnamed tributary to Black Squirrel Creek.

The site location application has been found to be in conformance with the Water Quality Control Commission’s Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works, 5 CCR 1002-22 (Regulation No. 22) and is approved. This site location approval addresses the following summary of the proposed design and the associated conditions:

1. Based upon application information, the system design will be as follows:

   The existing hydraulic and organic capacity ratings for the facility, Maximum Month Average Daily Flow Capacity 1.3 MGD and Organic Loading Capacity (max. month average) 3,470 lbs BOD5/day will remain unchanged as a result of this amendment.

   This approval addresses the following facility modifications/improvements:

   • Replacement of the four cells of the lagoon system with an activated sludge process that includes nitrification, denitrification, secondary clarification, aerobic digestion, and sludge handling.

   • Installation of odor mitigation at the existing head works.

   • Continued utilization of the existing head works, mechanical bar screen, sodium hypochlorite disinfection, chlorine contact chamber, and dechlorination equipment.

2. The existing treatment processes, headworks, 4-cell complete mix aerated lagoon system, hypochlorite disinfection, chlorine contact chamber, and dechlorination will remain unchanged except as specified in item 1.
3. All conditions of the original Site Location Approval No. 4512 apply except as modified in this amendment.

4. The design must include odor and noise mitigating elements due the proximity of habitable structures and a history of routine odor complaints. Odor and noise mitigating design elements are required at the existing headworks, digester, and other odor and noise generating locations.

5. The existing lagoons will be repurposed or decommissioned as part of the project. Any biosolids removed from the existing lagoons as part of the project shall be handled in accordance with local, state, and/or federal requirements.

6. Although the Division does not define the means and methods required for decommissioning existing processes or equipment, the owner must comply with all Federal, State, and local regulations and requirements that apply to the activity. This condition includes, but is not limited to, continued compliance with Air Quality Control Commission Regulation Number 2, Odor Emission, 5 CCR 1001-4 and conformance with Regulation Number 3, Stationary Source Permitting and Air Pollutant Emission Notice Requirements, 5 CCR 1001-5.

7. The site application stated that the treatment facility does not anticipate complications with effluent concentrations of any specific metal. Thus, specific treatment processes have not been proposed for cyanide (WAD), for which there is a compliance schedule in the current discharge permit to meet a lower limit beginning on 1/1/17 (5 ug/L) and for which there was an effluent limit exceedance of the current higher limit of 14 ug/L in October 2015. As indicated in the Woodmen Hills Metropolitan District’s Facilities Evaluation Plan Cyanide Final Limits report dated July 2015 (which was required by the permit compliance schedule), following the current ongoing sampling of the wastewater influent and effluent and water sources, if it is determined that the WWTF cannot meet the future Cyanide standard, further analysis will be performed to either implement source management and/or add treatment at the WWTF to meet the future Cyanide standard.

This site location approval does not constitute design approval for construction. In accordance with Regulation No. 22, Section 22.11(1), in addition to approval of the site location application the applicant must obtain approval of the design of the treatment works from the Division prior to beginning construction.

This site location approval will expire on November 19, 2017. If construction has not commenced by this date, the approval will expire and a new application for site location approval may be required. Construction is defined as entering into a contract for, or for in-house work forces, initiation of any action towards the erection or physical placement of materials, equipment, piping, earthwork or buildings which are to be a part of a domestic wastewater treatment works.

In accordance with Regulation No. 22, Section 22.3(15), this site location approval is subject to appeal pursuant to the State Administrative Procedures Act.

This approval does not relieve the owner from compliance with all local, state, and federal regulations prior to construction nor from responsibility for proper engineering, construction and operation of the facility.
The Engineering Section is interested in gaining feedback about your experience during the engineering review process. We would appreciate your time to complete a Quality-of-Service Survey regarding your experience during the engineering review process leading up to issuance of this decision letter. The Engineering Section will use your responses and comments to identify strengths, target areas for improvement, and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey at the following website: http://fs8.formsite.com/cohealth/form627710151/index.html.

If you should have any questions please contact David Knope by phone at 719-295-5075 or by electronic mail at dave.knope@state.co.us.

Sincerely,

Bret Icenogle, P.E.
Engineering Section Manager
Water Quality Control Division
Colorado Department of Public Health and Environment

cc:    Mark Volle, P.E., JDS-Hydro Consultants, Inc.
       Ryan Mangino, P.E., JDS-Hydro Consultants, Inc.
       Tom Gonzales, MPH, REHS, El Paso County Public Health
       Celeste Gleason, REHS, El Paso County Public Health
       Ken Prather, Pikes Peak Area Council of Governments
       Roy Heald, Lower Fountain Water Quality Management Association
       Craig Dossey, El Paso County Development Services
       Kathy Andrews, El Paso County Community Services Department
       Doug Camrud, P.E., WQCD ES Engineering Review Unit, Unit Manager
       Dave Knop, P.E., WQCD ES Senior Review Engineer
       Heather Drissel, P.E., WQCD Field Services Section, Unit Manager
       Eric Mink, WQCD Clean Water Enforcement Unit, Enforcement Specialist
       Aly Ulibarri, WQCD Clean Water Enforcement Unit, Enforcement Specialist
       Site Application File 4512 | Discharge Permit File (CO0047091)
Appendix B: GRMD Contract for Lift Station Site
CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)  
(☐ Property with No Residences)  
(☐ Property with Residences-Residential Addendum Attached)  

Date: 11/19/2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.
   2.1. Buyer. Buyer, Grandview Metro District No. 1 (Buyer) will take title to the Property described below as
   □ Joint Tenants  □ Tenants In Common  □ Other n/a.

   2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

   2.3. Seller. Gorilla Capital CO Saddlehorn Ranch LLC (Seller) is the current owner of the Property described below.

   2.4. Property. The Property is the following legally described real estate in the County of El Paso, Colorado:

   Lots 209 and 210, Saddlehorn Ranch, Phase #3

   known as No. n/a Judge Orr Road, Peyton, CO 80831,

   together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

   2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

   2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

   n/a If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

   2.5.2. Personal Property — Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a.

   Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

   2.6. Exclusions. The following items are excluded (Exclusions): n/a


   2.7.1. Deeded Water Rights. The following legally described water rights:
Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: **Lots to be provided water from the central water system.**

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows: n/a

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows: **2 water taps to be available to the property.** If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

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<th>Reference</th>
<th>Event</th>
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<td>Loan and Credit</td>
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## Appraisal

### Deadline

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### Appraisal Deadline

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## Survey

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### New ILC or New Survey Deadline

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### New ILC or New Survey Resolution Deadline

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## Inspection and Due Diligence

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### Inspection Objection Deadline

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### Due Diligence Documents Objection Deadline

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### Due Diligence Documents Resolution Deadline

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### Environmental Inspection Termination Deadline

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### Lead-Based Paint Termination Deadline (if Residential Addendum attached)

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## Closing and Possession

### Closing Date

- **See Additional Provisions**

### Possession Date

- **Upon Successful Closing**

### Possession Time

- **Upon Successful Closing**

### Acceptance Deadline Date

- **12/14/2021**

### Acceptance Deadline Time

- **5 PM**

### Acceptance Deadline Time

- **n/a**

### Acceptance Deadline Time

- **n/a**

## 3.2. Applicability of Terms

Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.1</td>
<td>Purchase Price</td>
<td>$500,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>§ 4.3</td>
<td>Earnest Money</td>
<td></td>
<td>$50,000.00</td>
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<tr>
<td>3</td>
<td>§ 4.5</td>
<td>New Loan</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>§ 4.6</td>
<td>Assumption Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>§ 4.7</td>
<td>Private Financing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>§ 4.7</td>
<td>Seller Financing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>§ 4.4</td>
<td>Cash at Closing</td>
<td></td>
<td>$450,000.00</td>
</tr>
<tr>
<td>10</td>
<td>TOTAL</td>
<td></td>
<td>$500,000.00</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

4.2. Seller Concession. At Closing, Seller will credit to Buyer $n/a (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing.

Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a Good Funds, will be payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, □ Does □ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer’s New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An “Appraisal” is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer’s lender, to determine the Property’s market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection Deadline, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer’s written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of Appraisal Resolution Deadline.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller’s receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender’s agent or all three.

7. OWNERS’ ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller’s expense, on or before **Association Documents Deadline.** Seller authorizes the Association to provide the Association Documents to Buyer, at Seller’s expense. Seller’s obligation to provide the Association Documents is fulfilled upon Buyer’s receipt of the Association Documents, regardless of who provides such documents.

7.3. **Association Documents.** Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association’s responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners’ or members’ meeting and (2) any executive boards’ or managers’ meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association’s last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association’s assessments, including both regular and special assessments as disclosed in the Association’s last Annual Disclosure;

7.3.5. The Association’s most recent financial documents which consist of: (1) the Association’s operating budget for the current fiscal year, (2) the Association’s most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association’s last Annual Disclosure, (3) the results of the Association’s most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association’s community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association’s statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. **Conditional on Buyer’s Review.** Buyer has the right to review the Association Documents. Buyer has the right to Terminate under § 25.1, on or before **Association Documents Termination Deadline,** based on any unsatisfactory provision in any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline,** Buyer, at Buyer’s option, has the Right to Terminate under § 25.1 by Buyer’s Notice to Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller
after Closing Date, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before Record Title Deadline, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, [ ] an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. [ ]

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment [ ] Will [ ] Will Not contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by [ ] Buyer [ ] Seller [ ] One-Half by Buyer and One-Half by Seller [ ] Other n/a.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before Record Title Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2
8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer’s Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer’s sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may object, on or before Record Title Objection Deadline. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property’s inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer’s right to object, in Buyer’s sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer’s written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer’s written withdrawal of Buyer’s Notice of Title Objection (i.e., Buyer’s written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer’s receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under
§ 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer’s sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner’s title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☒ New Improvement Location Certificate (New ILC); or, 2) ☐ New Survey in the form of n/a; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or IF SELLER CURRENTLY HAS AN ILC/SURVEY IN ITS POSSESSION, THEN SELLER WILL PROVIDE ILC/SURVEY TO BUYER AT NO COST TO BUYER.

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
Where Is ILC or As Is 9.3. New ILC or New Survey Objection.

9.3.2. New ILC or New Survey Objection. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.3.2. New ILC or New Survey Objection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND SOURCE OF WATER.

10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.
### 10.6. Due Diligence

#### 10.6.1. Due Diligence Documents

If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before [Due Diligence Documents Delivery Deadline]

<table>
<thead>
<tr>
<th>Document</th>
<th>Delivery Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>All contracts relating to the operation, maintenance and management of the Property</td>
<td>n/a</td>
</tr>
<tr>
<td>Property tax bills for the last n/a years</td>
<td>n/a</td>
</tr>
<tr>
<td>As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available</td>
<td>n/a</td>
</tr>
<tr>
<td>A list of all Inclusions to be conveyed to Buyer</td>
<td>n/a</td>
</tr>
<tr>
<td>Operating statements for the past n/a years</td>
<td>n/a</td>
</tr>
<tr>
<td>A rent roll accurate and correct to the date of this Contract</td>
<td>n/a</td>
</tr>
<tr>
<td>All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):</td>
<td>n/a</td>
</tr>
<tr>
<td>A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract</td>
<td>n/a</td>
</tr>
<tr>
<td>All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years</td>
<td>n/a</td>
</tr>
<tr>
<td>Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3)</td>
<td>n/a</td>
</tr>
<tr>
<td>Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller’s possession or known to Seller; Seller warrants that no such reports are in Seller’s possession or known to Seller;</td>
<td>n/a</td>
</tr>
<tr>
<td>Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property with said Act;</td>
<td>n/a</td>
</tr>
<tr>
<td>All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and</td>
<td>n/a</td>
</tr>
</tbody>
</table>
10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective discretion, Buyer may, on or before Due Diligence Documents Objection Deadline:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before Due Diligence Documents Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence Documents Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of Due Diligence Documents Resolution Deadline.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer’s sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide ☐ Phase I Environmental Site Assessment, ☒ Phase II Environmental Site Assessment (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ n/a, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer’s expense, may also conduct an evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller’s and any Seller’s tenants’ business uses of the Property, if any.

If Buyer’s Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental Inspection Termination Deadline will be extended by n/a days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the Closing Date will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer’s right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before Environmental Inspection Termination Deadline, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer’s sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Termination Deadline, based on any unsatisfactory ADA Evaluation, in Buyer’s sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 25.1 effective upon Seller’s receipt of Buyer’s Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer’s Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.


Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER’S WATER SUPPLIES.
10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statements. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by The Title Company.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not and previous years’ taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by

- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

- Other

15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association’s Status Letter must be paid by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

Any Record Change Fee must be paid by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

15.4. Local Transfer Tax. The Local Transfer Tax of n/a % of the Purchase Price must be paid at Closing by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

The Private Transfer fee, whether one or more, is for the following association(s): n/a in the total amount of n/a% of the Purchase Price or $.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $n/a for:

- Water Stock/Certificates
- Water District
- Augmentation Membership
- Small Domestic Water Company
- n/a and must be paid at Closing by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by

- None
- Buyer
- Seller
- One-Half by Buyer and One-Half by Seller

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller’s proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to
16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on [ ] Taxes for the Calendar Year Immediately Preceding Closing [X] Most Recent Mill Levy and Most Recent Assessed Valuation, [ ] Other [n/a].

16.2. Rents. Rents based on [ ] Rents Actually Received [ ] Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee’s name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller’s obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of [ ] Buyer [X] Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer’s signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and [n/a]. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and [n/a].

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $100 per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession Time until possession is delivered.

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline [X] Will [ ] Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller’s reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer
to have the Property repaired prior to Closing or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair if the Insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

19.6. Risk of Loss — Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

21.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.
is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES
and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4,
22, 23 and 24), said payment of Earnest Money is SELLER’S ONLY REMEDY for Buyer’s failure to perform
the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional
damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all
Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be
proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the
right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event
of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must
award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to
the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the
cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the
other at that party’s last known address (physical or electronic as provided in § 27). Nothing in this Section
prohibits either party from filing a lawsuit and recording a lis pendens affecting the Property, before or after the
date of written notice requesting mediation. This Section will not alter any date in this Contract, unless
otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must
release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the
Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any
proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of
competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the
case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder’s notice to the
parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money
Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest
Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party’s receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.
ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor’s benefits and obligations of this Contract.

NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or n/a.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

30.1 The Seller will plat these two Lots at Seller’s sole expense as one 5 acre Lot.
30.2 Closing will take place within 30 days of either recording the Final Plat or land use approval by county for lift station, whichever is later. Closing will take place no later than 8/31/2022 unless otherwise agreed upon by both parties.
30.3 Buyer has the right to close earlier, at its discretion, with 30 days prior notice to seller.
30.4 Seller pays all platting fees and is responsible for all subdivision improvements, and land and/or easement dedications required by the subdivision.
30.5 Paul J Howard is a licensed Real Estate Broker in the State of Colorado and is a Principal in this transaction.
30.6 This contract is assignable by Buyer to another Grandview Reserve Metro District without the consent of the Seller.
30.7 As an edit to Paragraph 22, each party will pay their own costs of arbitration, including attorney’s fees.

31. OTHER DOCUMENTS.

31.1. The following documents are a part of this Contract:

n/a

31.2. The following documents have been provided but are not a part of this Contract:

n/a

SIGNATURES

Date: 12/9/2021

Buyer: Grandview Metro District No. 1
By: Paul J Howard, Board Member

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Date: 12/9/2021

Seller: Gorilla Capital CO Saddlehorn Ranch LLC
By: John Helmick, Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER’S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ Buyer’s Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status

☐ Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker’s brokerage relationship with Seller.
EXHIBIT

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "LS 17496 1992" AT THE NORTHWEST CORNER AND A NO. 6 REBAR WITH NO CAP IN A RANGE BOX AT THE SOUTHWEST CORNER, BEING ASSUMED TO BEAR 500°32'28"E.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S46°03'53"E A DISTANCE OF 100.91 FEET, TO THE POINT OF BEGINNING;

THENCE ON A LINE BEING 70.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, S89°59'23"E A DISTANCE OF 580.74 FEET;

THENCE S00°00'37"W A DISTANCE OF 182.33 FEET;

THENCE N89°59'39"W A DISTANCE OF 234.85 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 231°13'25" AND AN ARC LENGTH OF 242.14 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.55 FEET, A CENTRAL ANGLE OF 16°58'24" AND AN ARC LENGTH OF 29.79 FEET, TO A POINT OF NON-TANGENT;

THENCE S00°00'00"E A DISTANCE OF 230.06 FEET;

THENCE N90°00'00"W A DISTANCE OF 409.79 FEET;

THENCE ON A LINE BEING 72.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 3, N00°32'28"W A DISTANCE OF 489.93 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 219,370 SQUARE FEET OR 5.0360 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

LOTS 35 & 36
SADDLEHORN RANCH FILING NO. 3
PROJECT NO.: 25142.05
DATE: 1/5/2022

ORIGINAL SCALE: 1" = 100'
1. This agreement amends the contract dated 11/19/2021 (Contract) between Gorilla Capital CO Saddlehorn Ranch LLC (Seller) and Grandview Metro District No. 1 (Buyer) relating to the sale and purchase of the following legally described real estate in the County of El Paso, Colorado (insert legal description):

   Lots 209 and 210, Saddlehorn Ranch, Phase #3 known as: n/a Judge Orr Road, Peyton, CO 80831 (Property).

   NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is made is deleted.

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

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**Inspection and Due Diligence**

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**Closing and Possession**

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3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before n/a.

Date: \\
Time:

Soldier: **Gorilla Capital CO Saddlehorn Ranch LLC**
By: John Helmick, Manager
AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

CTM eContracts - ©2022 CTM Software Corp.
The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**AGREEMENT TO AMEND/EXTEND CONTRACT**

Date: **4/12/2022**

1. This agreement amends the contract dated **11/19/2021** (Contract) between **Gorilla Capital CO Saddlehorn Ranch LLC** (Seller) and **Grandview Metro District No. 1** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **El Paso**, Colorado (insert legal description):

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   known as: **n/a Judge Orr Road, Peyton, CO 80831** (Property).

   NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is made is deleted.

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3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before April 15, 2022.

Date: [Signature]  Time: ___________________________

Date: April 12, 2022

Seller: Gorilla Capital CO Saddlehorn Ranch LLC

By: John Helmick, Manager
AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

CTM eContracts - ©2022 CTM Software Corp.
AGreement to Amend/Extend Contract

Date: 11/15/2022

1. This agreement amends the contract dated 11/19/2021 (Contract) between Gorilla Capital CO Saddlerhorn Ranch LLC (Seller) and Grandview Metro District No. 1 (Buyer) relating to the sale and purchase of the following legally described real estate in the County of El Paso, Colorado (insert legal description):

   Lots 209 and 210, Saddlerhorn Ranch, Phase #3

   known as: n/a Judge Orr Road, Peyton, CO 80831 (Property).

   NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

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</table>
3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

4.1 This is to amend section 30.2 of the Contract to state that closing is to occur no later than September 30th, 2023 unless mutually agreed upon by both parties.

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 12/31/22, 5 PM.

Date Time

Seller: Gorilla Capital CO Saddlehorn Ranch LLC
By: John Helmick, Manager

Address: __________________________________________

Date: 11/15/2022
Paul J Howard, Board Member

Buyer: Grandview Metro District No. 1
By: Paul J Howard, Board Member

Buyer: _______________________________ Date: _____________

Address:

AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

- ©2022 CTM Software Corp.
Brokerage Firm’s compensation or commission is to be paid by ☐ Listing Brokerage ☐ Buyer ☐ Other n/a.

Brokerage Firm’s Name: Keller Williams Clients Choice d/b/a KW COMMERCIAL  
Brokerage Firm’s License #: EC 40021523  
KW COMMERCIAL

Broker’s Name: Paul Howard  
Broker’s License #:  
Address: 1175 Kelly Johnson Blvd Colorado Springs, CO 80920  
Ph: 719-499-8416  Fax:  
Email Address: paulhoward@kwcommercial.com

Date: 11/19/2021

33. BROKER’S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.  
(To be completed by Broker working with Seller)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder’s receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ Seller’s Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.

☐ Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker’s brokerage relationship with Buyer.

Brokerage Firm’s compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other n/a.

Brokerage Firm’s Name: n/a  
Brokerage Firm’s License #:  
Broker ____________________________ Date: ______________  
Broker’s License #:  
Address: n/a n/a n/a n/a  
Ph: n/a Fax: n/a Email Address:
Paul Howard Senior Investment Advisor  KW COMMERCIAL
Ph: 719-499-8416

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 5/19/2023

1. This agreement amends the contract dated 11/19/2021 (Contract) between Gorilla Capital CO Saddlehorn Ranch LLC (Seller) and Grandview Metro District No. 1 (Buyer) relating to the sale and purchase of the following legally described real estate in the County of El Paso, Colorado (insert legal description):

Lots 209 and 210, Saddlehorn Ranch, Phase #3
known as: n/a Judge Orr Road, Peyton, CO 80831 (Property).

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Closing and Possession

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3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

   4.1 This amendment is to clarify that "Lots 209 and 210, Saddlehorn Ranch, Phase #3" is the same piece of property as shown on the JR Engineering Exhibit labeled Lots 35 and 36 Saddlehorn Ranch Filing No. 3, that contains the legal description prepared by Derek Lee Vagias, a professional land surveyor, on 1/5/22.

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 7/25/23, 5PM.

Date  Time

Seller: Gorilla Capital CO Saddlehorn Ranch LLC
By: John Helmick, Manager

Address:

Seller: ____________________________________________ Date: _____________
Buyer: Grandview Metro District No. 1
By: Paul J Howard, Board Member

Buyer: ________________________________ Date: _____________

Address:

AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

- ©2022 CTM Software Corp.
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

LLOTS 35 & 36
SADDLEHORN RANCH FILING NO. 3
PROJECT NO.: 25142.05
DATE: 1/5/2022
Appendix C: Regulation 22 Site Application Figures
APPOMAXTE LOCATION OF PROPOSED GRMD LIFT STATION

1-MILE RADIUS

APPROXIMATE LOCATION OF PROPOSED GRMD LIFT STATION

ZONE MAP 423
- El Paso County -
Development Services Department

Zoning Designations

DRAWING PATH:
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HRGreen
**APPROXIMATE LOCATION OF PROPOSED GRMD LIFT STATION**

- PBHMD LIFT STATION
- WHMD WRF
- STAGELTON DR
- MSMD LIFT STATION
- FALCON HIGHLANDS LIFT STATION
- WHMD LIFT STATION 1
- FALCON HWY
- RV CAMP GROUND LIFT STATION
- JUDGE ORR RD
- WOODMEN RD
- TAMLIN RD

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**Date:**

**Prepared By:**

**Job No.:**

**DRAWING PATH:** J:\2020\201662.07\CAD_Exhibits\Lift Station Site Location Exhibits\5-Mile-Vicinity_Map.dwg

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**FIG.**

**GRMD LIFT STATION 5-MILE VICINITY MAP**
APPROXIMATE LOCATION OF PROPOSED GRMD LIFT STATION
NOTICE OF PROPOSED GRANDVIEW RESERVE LIFT STATION

Notice is hereby given that the property upon which this sign is posted shall be considered for construction of the Grandview Reserve Lift Station.

Additional information may be obtained by contacting the applicant at 719-499-8416 or the Colorado Department of Public Health and Environment Water Quality Control Division, 303-892-3500.
Appendix D: Agreement for Wastewater Treatment Plant Expansion and Extraterritorial Wastewater Service
AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE

THIS AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE (this “Agreement”) is made and entered into effective as of March 23rd, 2023 (the “Effective Date”), by and among WOODMEN HILLS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado, acting by and through its Wastewater Enterprise (“Woodmen”), MELODY HOMES, INC., a Delaware corporation, D/B/A DR HORTON, its successors and assigns (“Horton”), and GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 1 (“Grandview”). Woodmen, Horton and Grandview are sometimes referred to in this Agreement individually as a “Party” and jointly as the “Parties”.

RECITALS

A. Woodmen is a quasi-municipal corporation and political subdivision of the state of Colorado formed pursuant to Title 32 of the Colorado Revised Statutes. Among other things, Woodmen provides sewer service within its service area, as well as the service areas of Paint Brush Hills Metropolitan District, Falcon Highlands Metropolitan District, and portions of the 4-Way Ranch Metropolitan District and Meridian Service Metropolitan District, all located in El Paso County, Colorado and generally depicted on the attached Exhibit A. To provide this service, Woodmen owns and operates a 1.3-million gallons per day (“MGD”) wastewater treatment plant commonly known as the Woodmen Hills Regional Water Reclamation Facility (the “Plant”).

B. Woodmen anticipates the need to upgrade the Plant to enhance wastewater treatment processes to comply with anticipated future regulations that will impose stricter effluent limitations (the “Technological Upgrades”).

C. Horton is a private developer of residential communities and has purchased portions of, and is under contract to purchase the remaining, 768.233 acres of real property in El Paso County, Colorado that it seeks to develop into a mixed-use residential community containing approximately 3,500 Single-Family Residential Equivalents, as depicted on Exhibit B (such property, which has or may be acquired by Horton from time to time, is referred to herein as the “Horton Property”). Grandview has been organized and established to provide water and other services to the Horton Property. Horton desires to have Woodmen provide sewer service to the Horton Property. Woodmen’s provision of sewer service to the Horton Property requires the consent of Grandview, pursuant to C.R.S. §32-1-107(3)(b)(IV).

D. The Plant currently has sufficient capacity to serve Woodmen’s existing service areas and approximately 900 additional Single-Family Residential Equivalents, but has no additional capacity for further extraterritorial service, including the Horton Property, without expansion which would require increasing the Plant’s hydraulic loading by approximately 0.602 MGD (the “Capacity Expansion”). If the Plant is to be expanded, efficiencies will be gained by sizing the Capacity Expansion to include the Horton Property and other El Paso County properties in the vicinity of Woodmen including those commonly referred to as Waterbury (312.7 acres), KO1515 (68 acres), Silver Star (32 acres), Parcel A (116 acres), and other parcels totaling 168 acres (collectively, 696.7 acres), as depicted on Exhibit B. To provide sewer service to all of these
properties, Woodmen will need to expand the Plant to reach a minimum design capacity of 2.5 MGD, and to include the Technological Upgrades described in Exhibit C. The Capacity Expansion and Technological Upgrades are referred to herein as the “Expansion.” Permitting, design, and construction of the Expansion is anticipated to take at least five years.

E. The Parties have determined that having Woodmen expand its wastewater service to include the Horton Property and other nearby properties likely to develop, and having the Parties jointly fund the Expansion under the terms and conditions of this Agreement, will benefit the Parties and future residents of Woodmen and the Horton Property.

F. Woodmen is willing to extend sewer service to the Horton Property upon the completion of funding of the Expansion and reserve for Horton a minimum number of Taps for wastewater service by the Plant and the Expansion, under the terms and conditions of this Agreement, which include Horton’s construction and dedication to Woodmen of necessary sewer infrastructure as described in this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

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

2. Definitions. The definitions in this paragraph apply to this Agreement, and any amendment thereto, except where otherwise specified.

2.1 Conditional Acceptance means acceptance by Woodmen of Wastewater Facilities, or applicable portion thereof, constructed by Horton, granted when the following conditions have been met by Horton to the satisfaction of Woodmen: (A) the Wastewater Facilities, has been constructed by Horton (or its agents or contractors), and pressure tested, vacuum tested, jet cleaned, and televised, all of which may be performed by Woodmen at Horton’s expense; (B) all surface improvements and restoration, including landscaping and erosion control measures, are complete, but if during the non-irrigation season (November 1 through March 31), no landscaping is required until the next growing season; (C) all necessary approvals of design on construction, contracts, and agreements have been fully executed and delivered to Woodmen, and to the extent lines are in future rights-of-ways which are not yet recorded, Horton has granted an easement to Woodmen for operation and maintenance, in accordance with Woodmen’s Bylaws, Rules, and Regulations dated January 27, 2022, as they may be amended (the “Woodmen Regulations”); (D) the project statement and certification of costs, and bill of sale, are submitted in tabular form listing pipe sizes, footage for different sizes, and appurtenances with quantity, and are presented to Woodmen; and (E) record drawings have been presented to Woodmen, in printed hard copy and AutoCAD and PDF files on CD.

2.2 CPI means the Consumer Price Index for All Urban Consumers, All Items, for the Denver-Aurora-Lakewood area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or successor index should publication of the Index cease. Adjustments based on
the CPI shall be equal to the percentage increase or decrease in the CPI issued for the calendar year in which such adjustment is to be made (or if the CPI for such year is not yet publicly available, the CPI for the most recent calendar year for which the CPI is publicly available) as compared to the CPI issued for the year in which the Effective Date occurred.

2.3 **Design Capacity** means the capability to receive a specific domestic wastewater flow, expressed as the maximum daily hydraulic capacity in MGD for a domestic wastewater treatment works, as the firm pump capacity for a Lift Station, and as the peak instantaneous hydraulic flow capable of being conveyed for an Interceptor.

2.4 **Good Funds** means immediately available funds, in United States dollars, paid in the form of a wire transfer.

2.5 **Final Acceptance** means acceptance by Woodmen of the Wastewater Facilities, or applicable portion thereof, constructed by Horton (or its agents or contractors), granted at the later of: (a) the end of the Warranty Period, or (b) the completion of any correction and repair of any deficiencies identified during the Warranty Period in a manner satisfactory to Woodmen. Woodmen is responsible for repair, maintenance and operation of the Wastewater Facilities after Final Acceptance.

2.6 **Force Main** means pipelines that convey Wastewater under pressure from the discharge side of a Lift Station.

2.7 **Improvement** means any permanent or temporary building, structure, facility, improvement or betterment upon, or for any use or occupancy of any property to which park and recreation or water and wastewater service is or may be furnished, including without limitation use for any domestic, commercial, industrial, construction, irrigation or fire protection purpose, whether public or private.

2.8 **Interceptor Sewer** or **Interceptor** means a sewer line that conveys sewage by gravity, if it performs one or more of the following functions as its primary purpose: (a) it intercepts domestic wastewater from a final point in a collection system and conveys such waste directly to a treatment plant; (b) it is intended to replace an existing treatment plant or Lift Station and transports the collected domestic wastewater to an adjoining collection system or interceptor sewer for treatment; (c) it transports the domestic wastes from one or more municipal collection systems to a regional treatment plant; (d) it is intended to intercept an existing major discharge of raw or inadequately treated wastewater for transport directly to another Interceptor Sewer, Lift Station, or treatment plant.

2.9 **License** means a written permit or license issued by Woodmen in accordance with the Woodmen Regulations.

2.10 **Licensed Premises** means the land and Improvements to which wastewater service is furnished under an approved License for service. The owner of the Licensed Premises is the person who holds legal title to the subject property.

2.11 **Lift Station** means a wastewater pumping station that pumps wastewater to a different point when the continuance of the gravity sewer at reasonable slopes would involve
excessive depths of bury or that pumps wastewater from areas too low to drain into available sewers.

2.12 **Local Sanitary Sewer Collection Systems** means all sanitary sewer collection pipelines sized ten inches or less and necessary to serve the Horton Property.

2.13 **Major Interceptor** means any Interceptor sized twelve inches or greater.

2.14 **Main** means those pipes and appurtenant facilities used for collecting wastewater.

2.15 **Regional Sanitary Sewer Systems** means all sanitary sewer collection pipelines sized greater than 10 inches, Major Interceptors, Lift Station and Force Mains necessary to serve the Horton Property and other extraterritorial service areas pursuant to Paragraph 9.3.

2.16 **Sewage** or **Wastewater** means a combination of liquid wastes which may include chemicals, household wastes, human excreta, animal or vegetable matter in suspension or solution, or other solids in suspension or solution which are discharged from a dwelling, building or other structure, with pretreatments, if necessary, that are suitable for treatment at publicly owned treatment works providing standard waste treatment.

2.17 **Single-Family Residential Equivalent (“SFE”)** means each single-family connection or connections equivalent to one single-family residence. Currently, one SFE is equal to: one “detached” single-family unit, which means a building or structure used or designed to be used as only one residential unit; each separate residential unit within an “attached” building, such as a duplex or paired lot; and each separate residential unit within a “multifamily” building, such as a townhome or apartment building.

2.18 **Tap** means the physical connection to a wastewater Main that enables wastewater service to be provided to the Licensed Premises.

2.19 **Tap Fee** means a fee required for connection to and service by Woodmen’s wastewater system, which shall be paid in the amounts and at the times specified in this Agreement.

2.20 **Underdrain** means a dewatering and/or drainage system designed to intercept, collect, and/or transport groundwater.

2.21 **Warranty Period** means the twenty-four (24) month period of time following Conditional Acceptance, during which Horton must timely correct or repair deficiencies in the Wastewater Facilities Horton constructed pursuant to this Agreement.

2.22 **Wastewater Service Line** means that part of wastewater line for any Licensed Premises connecting at the Tap to the Main.

2.23 **Wastewater Facilities** means, collectively, the Local Sanitary Sewer Collection Systems and the Regional Sanitary Sewer Systems, together with all appurtenant and necessary manholes, services, Taps, pump stations, associated materials, property, and equipment collecting wastewater from individual customers, but excluding the Plant and the Expansion.
3. **Extraterritorial Sewer Service.**

3.1 Woodmen shall be the exclusive wastewater service provider to the Horton Property in perpetuity.

3.2 Woodmen shall issue Taps for such extraterritorial service at the Horton Property in accordance with Paragraph 4.

3.3 Nothing in this Agreement shall prevent Woodmen in its sole discretion from providing future extraterritorial service to areas other than the Horton Property.

4. **Tap Reservation.**

4.1 Upon execution of this Agreement, Woodmen shall reserve, out of the existing capacity of the Plant, sufficient capacity to serve 900 Taps equivalent to 900 SFEs within the Horton Property (the “Horton Reserved Taps”) for the period of time described below in Paragraph 8. Woodmen shall make available, and Horton shall purchase on a nonrefundable basis, the Horton Reserved Taps at Woodmen’s 2022 Tap Fee of $8,750 per Tap according to the following takedown schedule:

4.1.1 100 Taps within thirty (30) days of execution of this Agreement.

4.1.2 200 Taps prior to Woodmen’s Conditional Acceptance of a Lift Station and Force Main constructed pursuant to Paragraph 9.3.

4.1.3 300 Taps within one year of the Conditional Acceptance of the Lift Station and Force Main constructed pursuant to Paragraph 9.3.

4.1.4 300 Taps prior to the Final Acceptance of the Lift Station and Force Main constructed pursuant to Paragraph 9.3.

4.2 This Agreement limits the Horton Reserved Taps to 900 SFE during the development of the Expansion, but to the extent Woodmen determines the Plant has additional hydraulic capacity to serve more than the 900 Horton Reserved Taps, Woodmen may in its sole discretion issue additional Taps for the Horton Property during the development of the Expansion at Woodmen’s 2022 Tap Fee of $8,750 per Tap, adjusted based on the CPI.

4.3 Following completion of the Expansion, Woodmen shall issue on an as-needed basis 2,600 additional Taps to serve up to 3,500 SFEs on the Horton Property (which includes the 900 Horton Reserved Taps), upon Horton’s payment of 70% of Woodmen’s 2022 Tap Fee of $8,750 per Tap, adjusted based on the CPI. For example, if the Expansion is completed in 2027, Horton shall pay to Woodmen for each Tap purchased in 2027 the amount of $6,125, adjusted based on the percentage increase or decrease in the CPI for 2027 as compared to the CPI for 2023. In the following calendar year, Horton shall pay Woodmen a Tap Fee equal to $6,125 adjusted based on the percentage increase or decrease in the CPI for 2028 as compared to the CPI for 2023. Said 30% discount shall be available for Horton’s purchase of the 2,600 Taps following completion of the Expansion for a period of twenty (20) years from the date on which Woodmen submits a Certification of Final Completion of the Expansion to the Water Quality Control
Division (the “WQCD”). To the extent Woodmen determines that the Plant and, when constructed, the Expansion, have additional hydraulic and organic capacity to serve more than the 3,500 SFEs, Woodmen may in its sole discretion issue additional Taps for the Horton Property at Woodmen’s then-prevailing Tap Fee. Woodmen’s obligation to issue additional sewer Taps as provided in this Paragraph 4.3 shall expire twenty (20) years from the date on which Horton purchases the last of the 900 Horton Reserved Taps.

4.4 Except for the Tap Fees applicable to the Horton Reserved Taps payable pursuant to the schedule set forth in Paragraph 4.1 above, all Tap Fees necessary for wastewater service to a residence within the Horton Property shall be payable at the time of issuance of a building permit for such residence.

4.5 The Horton Reserved Taps are nonrefundable and shall be assignable or transferrable, without Woodmen’s prior consent, only to Horton’s successor-in-interest in all or a portion of the Horton Property pursuant to Paragraph 23.2. Except as provided herein, the Horton Reserved Taps shall not be assignable or transferrable to any party without Woodmen’s prior written consent.

4.6 All extraterritorial sewer service to the Horton Property requires Horton’s strict compliance with the Woodmen Regulations and the Woodmen Water and Wastewater System Standards and Specifications dated March 24, 2011 and last revised December 2021, as they may be amended (the “Woodmen Standards and Specifications”). In particular, notwithstanding any Tap reservation or issuance, no person shall connect to or disconnect from, or repair or otherwise work on any Wastewater Facility or Wastewater Service Line without first obtaining a License from Woodmen pursuant to the Woodmen Regulations, except for Horton during the Warranty Period. Notwithstanding the foregoing, Horton shall have no liability with respect to the acts or omissions of third parties outside of Horton’s reasonable control.

5. Estimated Costs of the Expansion.

5.1 Current Estimate of Costs. As of the Effective Date, the current estimate of the total cost of the Expansion (the “CEC”) is approximately $38 million, as itemized in Exhibit D. The CEC is expected to increase over time.

5.2 Allocation of Costs. The total cost of the Expansion (the “Total Cost”) shall be allocated to the Parties based on the relative benefits of the Expansion that will accrue to each Party, as determined by Woodmen. As of the Effective Date, the Parties agree that the Total Cost shall be allocated as follows: Horton shall bear 32.59% of the Total Cost (“Horton’s Allocable Share”); and Woodmen shall bear 67.41% of the Total Cost (“Woodmen’s Allocable Share”), as reflected on Exhibit E (the “Total Cost Allocation”), subject to revision as discussed below. Horton’s Allocable Share and Woodmen’s Allocable Share shall be adjusted as the CEC and Total Cost Allocation are adjusted throughout the permitting, design, and construction of the Expansion, as described in Paragraphs 6–7 below. Woodmen may, in its sole discretion, design and construct the Expansion at a lower hydraulic capacity (but in no event at a lower capacity than would be necessary to serve 3,500 taps reserved herein), in which case it will reallocate Horton’s Allocable Share and Woodmen’s Allocable Share accordingly.
6. **Allocation of Costs and Phases of the Expansion.**

6.1 During all phases set forth below, Woodmen shall have the final decision on the type and number of facilities comprising the Expansion and the estimated costs thereof. Woodmen’s determination of any adjustments to the Total Cost Allocation that are reflected in the Total Cost Allocation and subsequent updates shall be final.

6.2 Prior to incurring costs for each successive Phase of the Expansion (defined below), Woodmen shall provide Horton a revised Updated CEC, reflecting the then-estimated Total Cost of the Expansion and an updated Total Cost Allocation and bases therefor, as further described below in Paragraph 7, and Horton shall deliver to Woodmen Letters of Credit (defined below), as further described below in Paragraphs 6.4 and 7.3.

6.3 Horton shall have no right to reject, object to, revise or challenge any Updated CEC or the Expansion designs, plans or specifications, or terminate this Agreement based on any Updated CEC, Total Cost or Total Cost Allocation, so long as any upward adjustment to Horton’s Allocable Share is equal to or less than 5% of each Horton’s Allocable Share as of the Effective Date.

6.4 **Phases of Permitting, Design and Construction of the Expansion.** Woodmen shall have the sole right and obligation to permit, design, manage construction of and own the Expansion, under the terms and conditions of this Agreement, and Horton shall have no legal or equitable interest in the Plant or Expansion. The Expansion shall be pursued and completed with commercially reasonable efforts by Woodmen in “Phases,” as described below.

6.4.1 **Phase 1:** Horton shall deliver to Woodmen the Phase 1 Letter of Credit (defined below) twelve months after the Effective Date. Upon receipt of the Phase 1 Letter of Credit, Woodmen shall initiate and pursue with commercially reasonable efforts to completion the Phase 1 activities for the Expansion. The Phase 1 activities include the following activities and may entail additional ancillary activities:

(i) Preparation and submittal of an application for preliminary effluent limitations (“PELs”) or other water quality planning targets (“WQPTs”) for the Expansion to the WQCD pursuant to 5 C.C.R. § 1002-22, as amended;

(ii) Modification of the concept plan for the Expansion, as necessary;

(iii) Preparation and submittal of a site location approval application for the Expansion (“Site Application”) to the WQCD pursuant to 5 C.C.R. § 1002-22, as amended; and

(iv) Preparation and submittal of 1041 permit application for the Expansion to El Paso County or obtaining confirmation of exemption therefrom.

6.4.2 **Phase 2:** Upon receipt of approved PELs or other WQPTs, an approved Site Application, and a County-approved 1041 permit or relevant exemption for the Expansion, Woodmen shall prepare and deliver to Horton a revised CEC reflecting the then-estimated Total Cost of the Expansion (the “First Updated CEC”) that identifies the components
of the Expansion and the associated costs of each as of the date of the First Updated CEC, a revised Total Cost Allocation (the “First Total Cost Allocation”), each Party’s Allocable Share, and the bases therefor. Within thirty (30) days of its receipt of the First Updated CEC and First Total Cost Allocation, Horton shall deliver to Woodmen the Phase 2 Letter of Credit (defined below). Upon receipt of the Phase 2 Letter of Credit, Woodmen shall initiate and pursue with commercially reasonable efforts to completion the Phase 2 activities for the Expansion. The Phase 2 activities include the following activities and may entail additional ancillary activities:

(i) Preparation and submittal of a design application of the Expansion to the WQCD pursuant to 5 C.C.R. § 1002-22, as amended; and

(ii) Preparation of final design of the Expansion based on the approved PELs or WQPTs, the approved Site Application, and the design application.

6.4.3 Phase 3: Upon design approval by the WQCD, Woodmen shall prepare and deliver to Horton the final design, a revised CEC reflecting the then-estimated Total Cost of the Expansion (the “Second Updated CEC”), and a revised Total Cost Allocation (the “Second Total Cost Allocation”) and the bases therefor. Within thirty (30) days of its receipt of the Second Updated CEC and Second Total Cost Allocation, Horton shall deliver to Woodmen the Phase 3 Letter of Credit (defined below). Upon receipt of the Phase 3 Letter of Credit, Woodmen shall initiate and pursue with commercially reasonable efforts to completion the Phase 3 activities for the Expansion. The Phase 3 activities include the following activities and may entail additional ancillary activities:

(i) Preparation and Issuance of Request for Bids to Construct the Expansion and Receipt and Review of Bids. Based on the final design, Woodmen shall prepare and issue a request for bids to construct the Expansion. Woodmen and Horton may review the bids but Woodmen shall have the sole discretion to accept or reject any bid. Upon receipt of bids for the construction of the Expansion, Woodmen may prepare and deliver to Horton a revised CEC (the “Third Updated CEC”) and a revised Total Cost Allocation (the “Third Total Cost Allocation”) to reflect any differences between the Second Updated CEC and the received bids. The Third Updated CEC will include a 10% upward adjustment to allow for bid increases and change orders during the construction of the Expansion. Within thirty (30) days of its receipt of the Third Updated CEC and Third Total Cost Allocation, Horton shall, if necessary, deliver to Woodmen an amended Phase 3 Letter of Credit reflecting any increase or decrease in Horton’s share of the cost to construct the Expansion, as reflected by the Third Updated CEC and Third Total Cost Allocation. To the extent Horton’s Phase 3 Letter of Credit, as it may be amended, does not qualify as money that Woodmen has appropriated “equal to or in excess of the contract amount” under C.R.S. § 24-91-103.6, as amended, at the time Woodmen accepts a bid for construction of the Expansion under Phase 3, which decision shall be made solely by Woodmen, Horton shall, within fifteen (15) days, deliver Good Funds to Woodmen to replace the Phase 3 Letter of Credit, as it may be amended, provided that such delivery of Good Funds is accompanied by a reduction in the applicable Letter of Credit.

(ii) Managing Expansion Construction. Woodmen shall use commercially reasonable efforts, without negligence or misconduct, to direct, manage and complete the construction of the Expansion in accordance with applicable law. Woodmen shall be
solely responsible for obtaining any necessary permits or approvals with the applicable local, state or federal authorities, contracting for the construction of the Expansion with any contractors or subcontractors and, subject to Horton’s responsibility to deliver Horton’s Allocable Share to Woodmen, timely paying all fees, labor and material costs and other amounts payable in connection with the Expansion. Woodmen shall provide copies of such permits and approvals, including but not limited to any compliance schedule related thereto (the “Compliance Schedule”), to Horton within fifteen (15) days of receipt thereof. Except for the payment of Horton’s Allocable Share and the securitization thereof as set forth in Paragraph 7, Horton shall have no responsibility to fund, construct, or review plans or specifications with respect to any portion of the Expansion, and Horton assumes no liability with respect to the designs, plans or specifications prepared or work performed by Woodmen. Horton shall not be responsible for financial penalties associated with Woodmen failing to comply with the Compliance Schedule or other terms and conditions of Woodmen’s discharge permit except to the extent caused or contributed to by Horton’s default under this Agreement.

(iii) **Change Orders; Bid Increases.** Woodmen shall have the sole right to approve change orders or bid increases as necessary or desirable, in Woodmen’s sole discretion, to complete the Expansion. If, as a result of any change order or bid increase, the cost of construction of the Expansion increases above the approved bid, Woodmen may require Horton, within thirty (30) days of receipt of notice from Woodmen, to deliver an amended Phase 3 Letter of Credit reflecting the increase in such cost or, to the extent Horton’s amended Phase 3 Letter of Credit does not qualify as money that Woodmen has appropriated “equal to or in excess of the contract amount” under C.R.S. § 24-91-103.6, as amended, which decision shall be made solely by Woodmen, Horton shall, within fifteen (15) days, deliver Good Funds to Woodmen to replace the amended Phase 3 Letter of Credit reflecting the increase in such cost.

6.4.4 **Progress Meetings.** Every three (3) months beginning with the initiation of Phase 1 activities, the Parties shall meet in person or remotely at times and locations to be determined by the Parties to discuss the status of the Expansion and any problems, delays or increased costs anticipated by Woodmen in executing the Expansion.

7. **Joint Funding of the Expansion; Horton Financial Security.** The Parties agree to jointly fund all Phases of the Expansion, based on each Party’s Allocable Share of the Total Cost, as reflected in the then-current Updated CEC and Total Cost Allocation.

7.1 **Woodmen Financial Capability:** Woodmen shall fund Woodmen’s Allocable Share of the Expansion and its failure to do so shall be a default of its obligations under this Agreement. Prior to Phase 1 of the Expansion, Woodmen shall demonstrate to Horton that Woodmen has the capacity to fund Woodmen’s Allocable Share through the issuance of revenue bonds and shall, at each Phase, issue such bonds in an amount equal to Woodmen’s Allocable Share under the relevant Phase, as reflected in the then-current Updated CEC and Total Cost Allocation.

7.2 **Horton Monthly Payments.** Horton shall fund Horton’s Allocable Share of the Expansion and its failure to do so shall be a default under this Agreement.
7.2.1 Woodmen shall invoice Horton on a monthly basis for Horton’s Allocable Share incurred during the previous month for the Phase 1, Phase 2 and Phase 3 activities, as applicable, with an itemization of the activities for which the costs were incurred, which itemizations shall include the total cost of all work performed and Horton’s Allocable Share of such costs. Horton shall pay all invoiced amounts in full within thirty (30) days of its receipt of each invoice. If Horton disputes any charges on a particular invoice, it shall nonetheless pay the invoice in full, but shall reserve the right to contest the disputed charges. If Horton disputes any invoiced charges, the Parties shall confer and attempt to resolve the dispute. If the Parties are unable to resolve the dispute, either Party may initiate negotiations as provided in Paragraph 15.1 below.

7.2.2 Horton’s failure to timely pay in full any portion of an invoice shall constitute a default under this Agreement (“Failure to Pay”). Any payment due from Horton not received by Woodmen within thirty (30) days of Horton’s receipt of an invoice shall thereafter incur a late fee equal to two percent (2%) of the invoiced amount per month. Except for the aforementioned late fee, such payment shall not bear interest or incur any other fees or penalties. If any payment and late fee are not paid with sixty (60) days of Horton’s receipt of an invoice, Woodmen may seek payment under the applicable Letter of Credit and pursue all available remedies under Paragraph 15 below, including but not limited to seeking damages to reimburse Woodmen for its expenditures on the Expansion made in reliance on Horton’s promises hereunder.

7.3 Horton Letters of Credit.

7.3.1 As provided in the preceding Paragraph 7.2, Horton shall provide Woodmen with an irrevocable Letter of Credit at each Phase of the Expansion. Each Letter of Credit shall: (i) name Woodmen as the beneficiary; (ii) be issued by a financial institution reasonably acceptable to Woodmen; (iii) have an initial expiration date of not less than seven hundred thirty (730) days after the date of its issuance and provide for automatic annual extensions such that it remains effective through its corresponding Phase; (iv) provide that the issuer will deliver a sixty (60)-day advance written notice to beneficiary in the event issuer elects not to extend or elects to otherwise terminate the Letter of Credit; (v) permit partial and full draws; (vi) permit draws to be initiated by facsimile in the event the issuing institution does not have a Denver Metropolitan Area branch at which presentation for draws can be made; (vii) be in substantially the form attached hereto as Exhibit F; and (viii) not contain any conditions upon a draw request other than a certification by the beneficiary substantially in the forms shown on Exhibit F. At least twenty (20) days prior to the date of delivery of each Letter of Credit, Horton shall deliver the proposed form of Letter of Credit to Woodmen for review and approval. If Woodmen provides written comments to Horton on the form of Letter of Credit which are not addressed to the satisfaction of Woodmen prior to the date of delivery, then Horton shall instead deliver Good Funds into an escrow account in the full amount of the required Letter of Credit, under an agreement that entitles Woodmen to withdraw said funds to pay for the activities contemplated under this Agreement. Horton may be permitted to replace the same with an irrevocable Letter of Credit, provided the form of Letter of Credit is approved by Woodmen prior to such replacement. After Horton’s payment of any invoice for Horton’s Allocable Share of any Phase of the Expansion pursuant to Paragraph 7.2 above, and upon Horton’s request, the face value of the corresponding Letter of Credit for such Phase shall be reduced by an amount equal to such payments made by Horton to date. Any reduction of the Letter of Credit shall be accompanied by a reduction
certificate executed by Woodmen and/or any other necessary parties, and delivered to Horton within thirty (30) days after Horton’s request for the same; provided, that Horton shall not request such reduction in any Letter of Credit more frequently than quarterly.

7.3.2 The face amount of each Letter of Credit shall be as follows:

(i) Phase 1 Letter of Credit: Ten percent (10%) of Horton’s Allocable Share of the then-current Updated CEC and Total Cost Allocation.

(ii) Phase 2 Letter of Credit: Twenty percent (20%) of Horton’s Allocable Share of the then-current Updated CEC and Total Cost Allocation.

(iii) Phase 3 Letter of Credit: The remaining balance of Horton’s Allocable Share of the then-current Updated CEC and Total Cost Allocation.

7.4 Final Accounting. Within six (6) months of the completion of all construction of the Expansion, Woodmen shall provide to Horton a final accounting of the Total Cost and Total Cost Allocation and the Parties shall, within sixty (60) days, reconcile any respective overpayments or underpayments reflected in the final accounting.

7.5 Horton Failure to Fund Its Allocable Share.

7.5.1 Phases 1-2. Except as provided by Paragraphs 7.5.2 and 22.4 below, and subject to Grandview’s right to cure provided in Paragraph 16 below, if at any time Horton fails to deliver a Letter of Credit as required hereunder or gives Woodmen written notice that it intends to cease funding of the Expansion, this Agreement shall terminate, and neither party shall have any remaining liability or obligation to the other except that Horton shall be liable to Woodmen for all actual costs, expenditures and financial liabilities that Woodmen has incurred or made towards the permitting, design and construction of the Expansion (“Woodmen’s Reliance Costs”) up to the date of termination, it being acknowledged by the Parties that those permits, designs and construction may, absent the Expansion, be worthless to Woodmen and Woodmen may have to re-permit, re-design and re-construct the Plant to reflect Plant capacities much smaller than the Expansion, which decision shall solely be in Woodmen’s discretion. In the event Horton fails to pay Woodmen’s Reliance Costs within thirty (30) days of being invoiced, Woodmen may seek such payment of Woodmen’s Reliance Costs under the effective Horton Letter of Credit and pursue all available remedies under Paragraph 15 below, including but not limited to seeking damages for the balance owed by Horton. Under no circumstances, including in the event Horton or its successor terminates the Agreement under this Paragraph 7.5.1, shall Horton be entitled to any reimbursement of its costs or payments made prior to its termination, including but not limited to Tap Fees for the Horton Reserved Taps or subsequently issued Taps; except, however, Horton may assign or transfer any purchased Taps as provided for in Paragraph 4.5.

7.5.2 Phase 3. Once Woodmen initiates the Phase 3 activities, neither Horton nor its assignees shall have any right to terminate this Agreement or to refuse to participate in the funding of the Expansion.

8. Capacity Allocation. Woodmen shall reserve sufficient treatment capacity in the Plant and, when constructed, the Expansion, to serve 900 Taps within the Horton Property for a
period based on the later of: (a) seven (7) years from the date on which the WQCD issues site location approval for the Lift Station to be constructed pursuant to Paragraph 9.3, or (b) five (5) years from the date on which Horton terminates the Agreement under Paragraph 7.5.1. Woodmen shall reserve sufficient treatment capacity in the Expansion to serve an additional 2,600 Taps (for a total maximum of 3,500 Taps) within the Horton Property for a period of twenty (20) years from the date on which Horton purchases the last of the 900 Horton Reserved Taps, provided, however, that said reservation shall terminate automatically in the event Horton or its successors or assigns terminates this Agreement under Paragraph 7.5.1 or defaults in its obligations under this Agreement. After expiration of any period in which Woodmen must reserve treatment capacity for the Horton Property, Woodmen may provide to a third party the balance of the capacity in the Plant or the Expansion represented by the remaining Taps. Subject to this reservation, Woodmen may in its sole discretion enter into agreements, or expand its service area, to provide sewer treatment at the Plant and Expansion to properties in addition to the Horton Property.

9. **Sanitary Sewer Facilities.** As a condition to Woodmen’s obligation to extend sewer service to the Horton Property, Horton shall design and install, subject to review and approval by Woodmen, the Wastewater Facilities.

9.1 **Wastewater Service Lines.** Horton shall design and construct all Wastewater Service Lines within the Horton Property pursuant to the Woodmen Regulations and the Woodmen Standards and Specifications. Subject to warranty and acceptance procedures under the Woodmen Standards and Specifications, Woodmen shall own and operate all sanitary sewer facilities constructed pursuant to this Agreement.

9.2 **Local Sanitary Sewer Collection Systems.** All Local Sanitary Sewer Collection Systems shall be constructed by Horton in accordance with the Woodmen Standards and Specifications, including but not limited to Woodmen’s review, inspection, approval, and acceptance processes. Local Sanitary Sewer Collection Systems shall not be eligible for reimbursement under Paragraph 9.5 unless the Parties otherwise agree in writing.

9.3 **Regional Sanitary Sewer Systems.**

9.3.1 The Parties anticipate that a regional Lift Station and Force Main, the estimated locations of which are depicted on Exhibit G, will be necessary to serve the Horton Property pursuant to this Agreement, and that the Force Main will be a double barrel pipeline with each pipeline sized at no less than eight (8) inches in diameter.

9.3.2 All Regional Sanitary Sewer Systems must be adequately sized to serve the Horton Property and any other extraterritorial service areas approved by Woodmen in the future according to Paragraph 9.5. Such Regional Sanitary Sewer Systems shall be located, constructed, and warranted by Horton as required by this Agreement and in conformance with the Woodmen Standards and Specifications. At Woodmen’s own expense, Woodmen may direct installation of additional conduits to trenches associated with construction of Regional Sanitary Sewer Systems.

9.3.3 Horton shall use commercially reasonable efforts to acquire all necessary lands, easements, rights of way, or other interests in real property necessary to construct
the Regional Sanitary Sewer Systems and, if unable to do so, agrees to compensate Woodmen to the extent Woodmen seeks to acquire such necessary lands, easements, rights of way, or other interests in real property. To the extent Horton acquires the lands, easements, rights of way, or other interests in real property necessary to construct Regional Sanitary Sewer Systems, Horton shall convey such real property interests to Woodmen in accordance with the Woodmen Regulations. Grandview represents that it has an option to purchase the real property on which the Lift Station and Force Main depicted on Exhibit G are to be located. Grandview agrees, that after its closing on the property it will convey such portion of that real property as reasonably necessary, but not to exceed 5.0 acres, for the construction of the Lift Station and Force Main to Woodmen in advance of Horton’s construction of said Lift Station and Force Main, subject to reversion in the event Woodmen fails to construct the Expansion or issue taps for the Horton property as contemplated under this Agreement.

9.3.4 Horton shall obtain all necessary governmental approvals necessary for any proposed Regional Sanitary Sewer Systems, including but not limited to site location approval, design and plan approvals, basis-of-design approval, and any other required local, state, and or federal approvals. No permit request, submittals, and/or applications may be made without Woodmen’s approval and signature. All permits shall name Woodmen as the ultimate owner and operator of the facility.

9.3.5 Any Lift Station and Force Main constructed by Horton under this Agreement shall be conveyed to Woodmen, subject to Woodmen’s warranty and acceptance procedures under the Woodmen Standards and Specifications. Upon Conditional Acceptance, Woodmen shall allow connection of Taps to the Woodmen wastewater collection and treatment system for wastewater service, though Horton retains the responsibility for correcting and repairing any deficiencies identified during the Warranty Period before Final Acceptance in a manner satisfactory to Woodmen. This Agreement shall constitute a License from Woodmen to Horton over any portion of the Licensed Premises necessary for Horton to correct or repair any deficiencies in the Wastewater Facilities during the Warranty Period.

9.3.6 Horton’s conveyance of the Lift Station and Force Main depicted on Exhibit G shall be subject to a covenant that provides that in the event Woodmen fails to construct the Expansion or issue taps for the Horton Property as contemplated under this Agreement, ownership of the Lift Station and Force Main and the underlying property shall automatically revert to Grandview for its use in obtaining alternative sewer service for the Horton Property, subject, however, to the preservation of capacity in the Lift Station and Force Main necessary to allow Woodmen to provide sewer service in the Plant for any previously-issued Horton Reserved Taps. In the event of reversion of the Lift Station, Force Main and the underlying property, Woodmen shall promptly execute and deliver appropriate conveyance documents evidencing same to Grandview.

9.4 Costs of Review and Inspection. Prior to submitting any applications for governmental approvals of any Wastewater Facilities, Horton shall submit draft applications, plans, and specifications to Woodmen for review and comment. Woodmen shall submit any comments to Horton’s applications, plans or specifications within thirty (30) days of receipt thereof. Woodmen may invoice Horton, and Horton shall, within thirty (30) days, pay such invoices for the reasonable costs of Woodmen’s review of such applications, plans, and
specifications, as well as inspection of, all Wastewater Facilities within the Horton Property in accordance with the Woodmen Regulations. Woodmen’s invoices may include reasonable charges for the internal costs to Woodmen of time spent by Woodmen’s staff on such review and inspection, in addition to the reasonable costs charged by any outside consultants, together with any amounts charged for out-of-pocket costs and administrative fees.

9.5 Reimbursement for Oversizing. Woodmen may require any Regional Sanitary Sewer Systems to be sized larger than would be required to serve only the Horton Property, in which case Woodmen shall require, as a condition to allowing any third party to connect to the oversized facility, that the third party pay to Woodmen a pro rata share of the costs incurred by Horton to design, permit, entitle and construct the facility (the “Horton Facility Costs”), which Woodmen shall remit to Horton, less a two percent (2%) administrative fee that Woodmen shall retain, within thirty (30) days of receipt thereof. Upon completion of the Regional Sanitary Sewer Systems, Horton shall provide Woodmen with documentation, in reasonable detail, establishing the Horton Facility Costs applicable to each Regional Sanitary Sewer System. Each third-party’s pro-rata share of the Horton Facility Costs shall be calculated based on the relative capacity of the Regional Sanitary Sewer System facility to be utilized by the third party. The obligation to repay its pro-rata share of the Horton Facility Costs shall be recited in a written agreement between the applicable third party and Woodmen, and Woodmen shall be solely responsible for the collection and remittance to Horton of such pro-rata share. In the event a third party is permitted to connect to the Regional Sanitary Sewer Systems without paying its pro-rata share of the Horton Facility Costs, Woodmen shall be in default of this Paragraph. This right of reimbursement shall expire ten (10) years from the date on which the oversized sewer facility is accepted by Woodmen.

9.6 Underdrains. Underdrains are not part of the Wastewater Facilities, and Woodmen shall have no responsibility for, nor shall it take ownership of, any underdrains or any associated augmentation or replacement requirements. For underdrains that are proposed to be located in the same trench as any Wastewater Service Line or other sanitary sewer system component for the purpose of dewatering the trenches in which such lines or components are located, Horton shall first submit and obtain Woodmen’s approval of the designs of such underdrains depicted on the same plans as the proposed Wastewater Service Line or other sanitary sewer system component, and Horton shall allow Woodmen the opportunity to inspect and approve such underdrains after installation and before they are covered with soil to ensure their installation is consistent with approved designs and are otherwise in conformance with the Woodmen Regulations.

9.7 Flow Measurement: Horton shall design and install metering facilities internal to the Lift Station that monitor and transmit wastewater flows electronically in real-time to Woodmen via Supervisory Control and Data Acquisition (“SCADA”) or comparable system. Woodmen also may require Horton to design and install metering within manholes in certain interceptors and Local Sanitary Sewer Collection Systems if necessary to confirm design capacities are not exceeded or to monitor wastewater flows. All meters shall be conveyed to Woodmen as provided in the Woodmen Regulations and the Woodmen Standards and Specifications.

10. Applicable Wastewater Rates, Fees and Charges.
10.1 Wastewater Service Fees. Except as otherwise provided in this Agreement, customers within the Horton Property receiving wastewater service from Woodmen (“Customers”) shall pay the same wastewater service rates, fees, charges, surcharges, and assessments or other financial liabilities however termed for Woodmen’s wastewater services as Woodmen’s in-district residents, as they are modified from time to time, in accordance with the Woodmen Regulations. Billing, collection and administration of service fees shall be performed by Woodmen, in accordance with the Woodmen Regulations. Neither Horton nor Grandview shall have any responsibility to collect service fees, or any liability with respect to Customers’ failure to pay such service fees, or failure to comply with the Woodmen Regulations. Woodmen acknowledges that additional mills may be levied by Grandview.

10.2 Pursuant to Paragraph 4 above, Horton shall pay Tap Fees for each Tap served by the Plant or the Expansion.

11. Water Rights, Return Flows, and Water Quality; Conditions of Service

11.1 Water Service Within Horton Property. As of the Effective Date, it is anticipated that Grandview will be the water provider to the Horton Property. Nothing in this Agreement requires Woodmen to provide water service of any kind to the Horton Property; however, if requested by Grandview, Woodmen may in its sole discretion and pursuant to a future agreement provide water service to some or all of the Horton Property. Horton shall, as a condition of receiving sewer service from Woodmen, cause Grandview and any other water provider to agree to the following provisions.

11.1.1 Return Flows. Grandview, or other water providers to the Horton Property, shall retain ownership of any reusable effluent associated with the first uses of the water rights supplying the Horton Property, based on Woodmen’s tracking and accounting for wastewater treated and released from the Plant and Expansion, subject to the following conditions:

(i) Woodmen has no responsibility to measure or account for the first 50.4 acre-feet per year of any water provider’s reusable return flows discharged from the Plant or Expansion (based on inflow at 50,000 GPD annual average flow and 10% system losses); rather, ownership of those return flows is ceded to Woodmen, and Woodmen may in its sole discretion and pursuant to a future agreement provide water service to some or all of the Horton Property. Horton shall, as a condition of receiving sewer service from Woodmen, cause Grandview and any other water provider to agree to the following provisions.

(ii) After the minimum threshold of 50.4 acre feet per year of return flows is met by any water provider, such water provider may claim up to 75% of any remaining reusable return flows to which the provider is entitled under its water rights determinations that are discharged from the Plant or Expansion, calculated and allocated on a monthly basis. Woodmen has the right to reuse the remaining 25% of said reusable return flows. As an example, if a water provider’s measured influent at the Plant or Expansion is 75,000 gallons per day (on an average annual basis) of fully reusable water, which results in 67,500 gallons per day of reusable return flows (assuming a 10% system loss), then that provider would be entitled to claim 75% of 67,500 minus 45,000, or 22,500 x .75 which equals 16,875 gallons per day of reusable effluent. Woodmen would own and claim reuse credit for the balance, which equals 5,625 gallons per day of reusable effluent (in addition to the 45,000 gallons per day). To the
extent Horton’s return flows exceed the threshold above, Woodmen shall track and report such return flows on a monthly basis.

(iii) Any water provider seeking to claim the right to reuse a portion of the effluent attributable to their influent into the Plant or Expansion must install adequate metering for their influent pursuant to Paragraph 9.7. Any reusable return flows associated with flows into the Woodmen sewer system that are not metered shall be deemed relinquished and may be claimed by Woodmen.

(iv) Credit for reusable effluent shall be calculated on a water year basis (November 1 through October 31).

11.1.2 Future Reclaim or Reuse Facilities. If in the future Woodmen seeks to construct facilities to physically capture and reuse effluent from the Plant and Expansion, water providers serving the Horton Property whose wastewater is discharged into Woodmen’s sewer system will be offered to participate in such facilities at a proportionate cost. Horton agrees to and shall not oppose any Woodmen water replacement plans, aquifer storage projects, and/or other future cases involving the reusable effluent attributable to water supplied to the Horton Property that Woodmen owns pursuant to Paragraphs 11.1.1(i)-(iii). Woodmen agrees to and shall not oppose any Horton replacement plans and/or other future cases involving Horton’s water rights except to the extent that Horton risks causing material injury to Woodmen’s water rights, infrastructure, or ability to serve Woodmen customers. Each Party shall confer and attempt to resolve issues in good faith before opposing any water rights proceeding in which the other Party is an applicant or project participant, whether solely or in conjunction with other parties.

11.1.3 Exempt Wells Subject to Woodmen’s Approval. Grandview shall provide Woodmen notice of any proposed connection to Woodmen’s wastewater collection system from an exempt well. Woodmen shall be entitled to review such connection and approve, condition or deny such connection based on the concentration of total dissolved solids and other quality parameters of the water delivered by the exempt well.

11.1.4 Water Quality. The Parties acknowledge that the quality of wastewater delivered into the Plant and the Expansion from the Horton Property may affect Woodmen’s ability to comply with governmental approvals associated with the Plant and the Expansion, including discharge permits, and may affect Woodmen’s and other water providers’ ability to claim return flow credit for reusable effluent. The Parties therefore agree to the following with respect to the total dissolved solids (“TDS”) concentration in the wastewater delivered from the Horton Property into Woodmen’s sewer system:

(i) Once the regional Lift Station constructed pursuant to Paragraph 9.3 above (“Horton Lift Station”) is in operation and receiving wastewater from at least 250 SFEs (“Threshold Level”), Woodmen will sample, at Woodmen’s sole expense, the TDS concentration in the wastewater at the Horton Lift Station once each month. Once Woodmen has taken a full year’s worth of TDS samples at the Horton Lift Station, during the sampling period extending from November through October (the “Sampling Period”) beginning after the Threshold Level is met, Woodmen shall calculate prior to the end of the calendar year the annual average of the TDS concentration in the wastewater at the Horton Lift Station for that Sampling Period, which will be
considered representative of the TDS concentrations in the wastewater discharged from the Horton Property (“Horton TDS Concentration”).

(1) Woodmen also will sample once each month during the initial Sampling Period the TDS concentration in the wastewater at its existing Falcon Lift Station and calculate prior to the end of the calendar year an annual average of the TDS concentration, which will be considered representative of the TDS concentrations in wastewater discharged from the areas delivering wastewater into the Falcon Lift Station (“Woodmen TDS Concentration”). In the event Woodmen ceases use of the Falcon Lift Station in the future, or if it constructs an additional lift station to serve additional properties outside of the Horton Property, Woodmen will change and/or add to its sampling location(s) any new lift station(s), recalculate the Woodmen TDS Concentration, and notify Horton accordingly. If Woodmen samples at multiple locations, it will develop a flow-weighted mean TDS concentration as the Woodmen TDS Concentration. The Woodmen TDS Concentration, once established after the initial Sampling Period, shall not be subject to change except to the extent Woodmen ceases use of the Falcon Lift Station or constructs an additional lift station to serve additional properties outside of the Horton Property.

(2) Woodmen will maintain all sampling data for at least five (5) years and annually notify Horton in writing of the prior Sampling Period’s data and the calculated Horton TDS Concentration and Woodmen TDS Concentration. Woodmen will provide any sampling data to Horton at Horton’s request.

(3) Beginning in the January following the first Sampling Period in which Woodmen has calculated the Horton TDS Concentration and the Woodmen TDS Concentration, and for each successive calendar year, Woodmen may assess all Customers discharging to the Horton Lift Station a monthly surcharge for the succeeding calendar year following the Sampling Period to offset the costs associated with excess treatment, risk of noncompliance, risk of jeopardizing use of wastewater effluent for water rights purposes, and related administrative and legal costs (“TDS Surcharge”), on the following terms:

a. For every 30 mg/l that the Horton TDS Concentration exceeds the Woodmen TDS Concentration, the TDS Surcharge will be $1.20/month per SFE, assessed to each customer within the Horton Property, for the first year in which said TDS concentrations are calculated and compared. The amount of the surcharge will be increased, but not decreased, thereafter annually based on the CPI. Any applicable TDS Surcharge will be assessed monthly throughout the year after the determination and will be adjusted based on subsequent annual recalculations of the Horton TDS Concentration. For example, if the Horton TDS Concentration exceeds the Woodmen TDS Concentration by 61 mg/l during the initial Sampling Period extending from November, 2026 through October, 2027, each Customer discharging to the Horton Lift Station in calendar year 2028 will be assessed a TDS Surcharge of $2.40/month per SFE. Woodmen will continue its monthly TDS sampling during the November, 2027–October, 2028 Sampling Period and will recalculate the Horton TDS Concentration for that Sampling Period and compare it to the Woodmen TDS Concentration to determine the TDS Surcharge, if any, to be assessed during calendar year 2029.

b. Woodmen may not impose any TDS Surcharge until the Expansion is complete, in operation, and its discharge permit contains a TDS limit. In the
event the Horton TDS Concentration is less than the Woodmen TDS Concentration, Woodmen is not obligated to impose a TDS Surcharge on any of its customers outside of the Horton Property.

c. As a condition of allowing any other properties to connect to the Horton Lift Station, Woodmen shall require the sampling of TDS from the wastewater stream discharged from such other properties so that their TDS concentrations can be distinguished from the Horton TDS Concentration, or Woodmen shall waive the TDS Surcharge for the Horton Property until the sampling for such other properties can be accomplished. Woodmen shall not impose a TDS Surcharge on Customers on account of TDS concentrations from customers outside the Horton Property that discharge into the Horton Lift Station.

(ii) Customers are prohibited from utilizing ion exchange, water softener systems, or any other in-home water treatment system that discharges concentrated brine wastes into Woodmen’s sanitary sewer system; provided, however, that Horton shall not be liable to Woodmen for any damage or costs arising from any Customers’ failure to comply with this Paragraph except to the extent caused by Horton.

(iii) Customers are subject to the Woodmen Regulations, as may be amended, including but not limited to Woodmen’s Pretreatment Regulations for all non-residential customers, sewer use resolutions, and any restrictions or prohibitions otherwise approved by Woodmen.

12. **Restrictive Covenants.**

12.1 The terms of Paragraphs 10.1 and 11.1.3–11.1.4 shall burden, attach to and, run with the Horton Property and shall be binding upon Horton, its successors and assigns, and any other persons or entities that may acquire an ownership or leasehold interest in all or any portion of Horton Property and shall inure to the benefit of Woodmen. Upon full execution of this Agreement, Horton shall promptly execute and deliver to Woodmen the Restrictive Covenant Agreement in the form attached hereto as **Exhibit H** corresponding to the portion of the Horton Property that Horton owns as of the Effective Date, and thereafter, at Horton’s closing of additional portions of the Horton Property, Horton shall promptly execute and deliver to Woodmen additional Restrictive Covenant Agreements in the form of Exhibit H corresponding to each such portion of the Horton Property. Woodmen shall promptly execute and record in the real property records of El Paso County, Colorado any Restrictive Covenant Agreement executed and delivered to Woodmen. In the event Horton’s purchase of the Horton Property is subject to a deed(s) of trust, Horton shall provide the lender’s subordination of its deed(s) of trust to be recorded with the Restrictive Covenant Agreement against each.

13. **Representations and Warranties.**

13.1 **Representations and Warranties by Woodmen.** Woodmen represents and warrants as follows:

13.1.1 Woodmen is a quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to Title 32 of the Colorado Revised Statutes and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations.
13.1.2 To the knowledge of Woodmen, Woodmen knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of Woodmen or its officials with respect to this Agreement that has not been disclosed in writing to Horton.

13.1.3 To the knowledge of Woodmen, the execution and delivery of this Agreement and the documents required and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to Woodmen or to its governing documents; (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which Woodmen is a party or by which it may be bound or affected; or (iii) permit any Party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of Woodmen.

13.1.4 This Agreement constitutes a valid and binding obligation of Woodmen, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

13.1.5 Reference to Woodmen’s “knowledge” and similar phrases means the current, actual (as opposed to constructive or imputed) knowledge of the Board of Directors of Woodmen, Wally Eaves, and Carter Bullion, without any duty or investigation or inquiry. The fact that reference is made herein to Woodmen’s Board of Directors, Wally Eaves, and Carter Bullion shall not render them personally liable in any manner whatsoever under this Agreement, including, without limitation, liability for any breach of the representations or warranties in this Paragraph 13.

13.2 Representations and Warranties by Horton. Horton represents and warrants as follows:

13.2.1 Horton is a Delaware corporation in good standing and authorized to do business in the State of Colorado and has the power and the authority to enter into and perform in a timely manner its obligations under this Agreement.

13.2.2 The execution and delivery of this Agreement has been duly and validly authorized by all necessary action on its part to make this Agreement valid and binding upon Horton.

13.2.3 To the knowledge of Horton, the execution and delivery of this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to Horton or to Horton’s governing documents; (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which Horton is a party or by which it may be bound or affected; or (iii) permit any Party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of Horton.

13.2.4 To the knowledge of Horton, there is no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of Horton
or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to Woodmen.

13.2.5 This Agreement constitutes a valid and binding obligation of Horton, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

13.2.6 Reference to Horton’s “knowledge” and similar phrases means the current, actual (as opposed to constructive or imputed) knowledge of Bill Carlisle without any duty of investigation or inquiry. The fact that reference is made herein to Mr. Carlisle shall not render him personally liable in any manner whatsoever under this Agreement, including, without limitation, liability for any breach of the representations or warranties in this Paragraph 13.

14. Notices. Any notice or demand under this Agreement shall be in writing and shall be hand delivered, sent by a nationally recognized overnight delivery service, sent by registered or certified mail, postage prepaid, return receipt requested, or sent electronically, to the following address:

TO WOODMEN:

Woodmen Hills Metropolitan District
8046 Eastonville Road
Falcon, CO 80831
Attn: Wally Eaves, Water and Wastewater Enterprise Director
Email: wallyeaves@whmd.org

with copy to:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202-4432
Attn: Wayne Forman and Michael Smith
Email: wforman@bhfs.com; msmith@bhfs.com
TO HORTON:

Melody Homes, Inc.
9555 S. Kingston Court
Englewood, CO 80112-5943
Attn: Bill Carlisle
Email: wmcarlisle@drhorton.com

with copy to:

Davis & Ceriani, P.C.
1600 Stout Street, Suite 1710
Denver, CO 80202
Attn: Nicholas Dooher and John Baker
Email: ndooher@davisandceriani.com;
jbaker@davisandceriani.com

and:

Melody Homes, Inc.
9555 S. Kingston Court
Englewood, CO 80112-5943
Attn: Robert Coltin, Regional Counsel
Email: rcoltin@drhorton.com

TO GRANDVIEW:

Spencer Fane, LLP
1700 Lincoln St, Suite 2000
Denver, Colorado 80203
Attn: Russ Dykstra   Email: rdykstra@spencerfane.com

Either Party and Grandview may change its address by written notice to the other provided for above. Notices shall be effective (i) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (ii) upon receipt by the addressee of a hand delivery, (iii) three days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested, or (iv) the date upon which the notice has been sent electronically.

15. Default and Remedies. Except as otherwise provided in this Agreement, including Horton’s Failure to Pay under Paragraph 7.2.2 and deliver Letters of Credit under Paragraph 7.3, in the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall deliver written notice of such default, which includes reasonable detail of the nature of such default (the “Default Notice”), and the defaulting Party shall be afforded fifteen (15) days after written notice of such default to cure the same; provided, however, that if the default or breach is non-monetary and cannot reasonably be cured within such period, the non-defaulting Party shall have fifteen (15) days to commence the cure thereof and diligently pursue the same thereafter. In the
event of any uncured default (or the defaulting Party’s failure to commence the cure thereof subject to the preceding sentence), the non-defaulting Party shall be entitled to recover its respective damages (excluding any consequential, special or punitive damages) incurred as a result of such default and shall have full power and authority to (i) enforce compliance with this Agreement, subject to the negotiation provisions below, in any manner provided for by law or in equity, including, but not limited to, (a) filing an action for such damages, (b) filing an action for injunctive relief, whether to enjoin any violation or to specifically enforce the provisions of this Agreement, or (ii) terminate this Agreement by written notice to the defaulting Party.

15.1 **Negotiation Before Litigation.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation. Any Party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty-one (21) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity a statement of each Party’s position and a summary of arguments supporting that position. Within thirty-five (35) days after delivery of the notice, the Parties shall meet at a mutually-acceptable time and place. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts, and attorneys are confidential, privileged, and inadmissible for any purpose, including impeachment, in any legal proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall either side initiate litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the Parties and except if a Party refuses to engage in negotiation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures in this Paragraph are pending and for twenty-one (21) calendar days thereafter. The Parties will take such action, if any, required to effectuate such tolling.

16. **Grandview’s Cure Right.**

16.1 **Right to Cure Termination.** If Horton fails to timely deliver to Woodmen an LOC or if Horton delivers to Woodmen a notice of termination under preceding Paragraph 7.5.1, this Agreement shall not terminate notwithstanding the terms of Paragraph 7.5.1, until Woodmen delivers to Grandview a written notice of the right to cure termination (the “Termination Cure Notice”), stating the basis for Horton’s termination of the Agreement. Grandview shall have thirty (30) days from receipt of said notice to deliver to Woodmen a written acknowledgement and agreement by which Grandview agrees to assume in full all of Horton’s rights and obligations under the Agreement, except for the receipt of previously-issued Horton Reserved Taps under the preceding Paragraph 4 (the “Assumption Agreement”), and 45 days thereafter shall provide the required LOC if the basis of Horton’s termination was the failure to timely deliver an LOC. If Grandview timely delivers the Assumption Agreement and, if applicable, the LOC, then this Agreement shall continue in full force and effect and Grandview shall have all of Horton’s rights and obligations under this Agreement, and Horton shall have no further rights or obligations under this Agreement except for previously-issued Horton Reserved Taps. If Grandview fails to timely deliver the Assumption Agreement and, if applicable, the LOC, then this Agreement shall
immediately terminate and Woodmen’s rights to recover Woodmen’s Reliance Costs from Horton under preceding Paragraph 7.5.1 shall apply.

16.2 Right to Cure Default. Contemporaneously with the delivery of a Default Notice to Horton under preceding Paragraph 15, Woodmen shall deliver a copy of the Default Notice to Grandview. If Horton fails to cure said default or initiate a cure as provided under Paragraph 15, Woodmen shall deliver to Grandview a written notice of the right to cure Horton’s default or to initiate a cure, as the case may be (the “Default Cure Notice”). Within thirty (30) days of its receipt of the Default Cure Notice, Grandview shall have the right to deliver to Woodmen an Assumption Agreement and to cure or initiate a cure of Horton’s default, as the case may be. If Grandview timely delivers an Assumption Agreement and cures or initiates a cure, as the case may be, of Horton’s default, then this Agreement shall continue in full force and effect and Grandview shall have all of Horton’s rights and obligations under this Agreement, and Horton shall have no further rights or obligations under this Agreement except for previously-issued Horton Reserved Taps. If Grandview fails to timely deliver the Assumption Agreement or to cure or initiate a cure of Horton’s default, as the case may be, then Grandview shall have no right to cure or initiate a cure of Horton’s default and Woodmen may exercise all of its remedies for such a default against Horton under preceding Paragraph 15.

17. Attorneys’ Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys’ fees, consultants’ fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled; provided, however, the Parties agree to and hereby waive and release any claims for special, consequential, or punitive damages.

18. Venue, Governing Law, and Waiver of Jury Trial. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of El Paso, State of Colorado, or if federal court, then in the Federal District Court in and for Colorado in Denver, Colorado. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Colorado. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.

19. Insurance.

19.1 Both Parties agree to acquire and maintain throughout the life of this Agreement, statutory workers’ compensation insurance coverage, comprehensive general liability insurance coverage and automobile liability insurance coverage, in the minimum amounts set forth below.

19.1.1 Workers compensation insurance: in accordance with applicable law, including employers’ liability.
19.1.2 Comprehensive general liability insurance: in the amount of $1,000,000.00 combined single limit bodily injury and property damage, each occurrence; and $2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including premises operations; personal injury liability without employment exclusion; blanket contractual; broad form property damages, including completed operations; medical payments; products and completed operations; independent contractors coverage; and contractors limited pollution coverage.

19.1.3 Automobile liability insurance: in the amount of $1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

19.2 Additional Insured. Woodmen shall be named an additional insured under Horton’s insurance policies.

19.3 Subcontractors Insured. If the Parties contracts any portion(s) of the work described herein, such contractor shall be required to furnish certificates evidencing statutory workers’ compensation insurance and comprehensive general liability insurance coverage in the same minimum amounts. If the coverage required under this paragraph expires during the term of this Agreement, the Parties and/or the contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

20. Relationship of Parties. Nothing contained herein shall be construed or interpreted as (a) creating a joint venture, partnership or other similar relationship between the Parties or any of them; (b) entitling any person or entity not a Party to this Agreement to any benefits of this Agreement; (c) appointing one of the Parties as the agent of the other Party or authorizing one of the Parties to enter into contracts in the name of the other Party except as permitted by this Agreement; or (d) creating, establishing or imposing a fiduciary duty owed by a Party to the other Party hereunder or in any way creating a fiduciary relationship between the Parties.

21. No Third-Party Beneficiaries. No customer or other person or entity other than the Parties shall be deemed to be a third-party beneficiary under this Agreement, and nothing in this Agreement, express or implied, is intended to, and shall not be deemed to, confer upon any customer or other person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. It is the express intention of the Parties that any person or entity other than the Parties that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22. Headings and Titles. Paragraph headings and titles contained in this Agreement are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

23. Assignment and Associated Limitations.

23.1 Except as provided herein, Horton shall not assign, sell or transfer its rights and obligations under this Agreement without Woodmen’s prior written consent, which may be withheld or conditioned in Woodmen’s sole discretion.
23.2 Without Woodmen’s prior written consent, Horton may assign the entirety of its rights and obligations under this Agreement to a single parent, subsidiary, or affiliate of Horton, or its single parent or any entity which controls, is controlled by, or is under common control with Horton.

23.3 Except as provided in Paragraph 23.2, any assignment, sale, or transfer of Horton’s rights and obligations under this Agreement may only be made to an entity to which Horton assigns its ownership and rights to purchase all of the Horton Property to a single assignee, provided that the assignee agrees in writing to assume Horton’s obligations hereunder with respect to the entire Horton Property, and provided that, consistent with Paragraph 23.1, Woodmen provides prior written consent, which may be withheld or conditioned in Woodmen’s sole discretion.

23.4 In the event Horton assigns its interest in this Agreement with respect to the Horton Property:

23.4.1 Neither Horton nor its assigns may exercise the right to terminate this Agreement, in whole or in party, as provided in preceding Paragraph 7.5.1. On the contrary, the failure of Horton or its assigns to timely fund any Phase or deliver a required Letter of Credit shall constitute a default of this Agreement under Paragraphs 7.2.2 and 15; and.

23.4.2 In the event Horton or its assigns defaults under this Agreement, Woodmen, in addition to the remedies available under Paragraph 15, shall be entitled to maintain this Agreement in full force and effect, with Woodmen assuming the defaulting party’s portion of Horton’s Allocable Share without waiving its right to hold the defaulting party liable for damages hereunder. In the alternative, Woodmen may deem this Agreement terminated as to all parties, which decision shall be communicated to Horton’s assignee(s) within thirty (30) days. In either case, the defaulting party shall be liable to Woodmen for all damages related to such default, including but not limited to payment to Woodmen of Woodmen’s Reliance Costs up to the date of the default.

23.5 From and after assignment and assumption as provided above, Horton shall be relieved from all obligations assumed thereunder.

24. **Miscellaneous Provisions.**

24.1 This Agreement shall be binding on the Parties and their respective successors and assigns.

24.2 The above and foregoing constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and no additional or different oral representation, promise or agreement shall be binding upon any of the Parties hereto with respect to the subject matter of this Agreement.

24.3 No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party. No extension of
time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

24.4 Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

24.5 Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by both Parties in the same manner as this Agreement.

24.6 Time is of the essence of this Agreement.

24.7 Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of force majeure, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any force majeure. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting force majeure to the other Party. “Force majeure” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, pandemic, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

24.8 The Parties acknowledge that they both participated in the drafting of this Agreement and this Agreement shall not be construed against either one of them based on the interpretative rule that contracts should be construed against the drafter.

24.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

25. **Condition Precedent.** Grandview and the Cherokee Metropolitan District (“Cherokee”) have entered into an agreement entitled “Cherokee Metropolitan District and Grandview Reserve Metropolitan District No. 1 Intergovernmental Agreement,” dated December 21, 2021, under which Cherokee has agreed to provide sewer service to Grandview (the “Grandview/Cherokee IGA”). As a condition precedent to the effectiveness of this Agreement, on or before December 31, 2023 (the “Condition Deadline”), Grandview must provide Woodmen with evidence that the parties to the Grandview/Cherokee IGA have mutually agreed either to terminate that agreement, or that Cherokee will provide service under the Grandview/Cherokee IGA only if Woodmen fails to construct the Expansion as provided in this Agreement. If Grandview fails to provide Woodmen with evidence that this condition precedent has been satisfied by the Condition Deadline, then this Agreement shall automatically terminate and be of no further force or effect and none of the Parties shall have any further rights or obligations under this Agreement.
IN WITNESS WHEREOF, the Parties have set their hands and seals, effective the day and year first above written.

WOODMEN HILLS METROPOLITAN DISTRICT, ACTING BY AND THROUGH ITS WASTEWATER ENTERPRISE

By: [Signature]
Name: [Name]
Its: [Title]

ATTEST: [Signature]

MELODY HOMES, INC., A DELAWARE CORPORATION, D/B/A DR HORTON

By: [Signature]
Name: [Name]
Its: [Title]

ATTEST: [Signature]

GRANDVIEW RESERVE METROPOLITAN DISTRICT NO. 1

By: [Signature]
Name: [Name]
Its: [Title]
ATTEST:

[Signature]

[Signature]
EXHIBIT A
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

Woodmen Metropolitan District’s Wastewater Service Area

(See Attached)
EXHIBIT B
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

DR Horton Property

(See Attached)
HORTON PROPERTY
WATERBURY PARCEL A
168 ACRES
KO 1515 SILVER STAR
WOODMEN HILLS WASTEWATER TREATMENT

Horton Property

WATERBURY
PARCEL A
168 ACRES
KO 1515 SILVER STAR

CONSULTANTS, INC.
EXHIBIT C
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

Woodmen Metropolitan District’s Wastewater Treatment Plant Expansion - Technological Upgrades

(See Attached)
EXHIBIT F
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

DR Horton Form Letter of Credit

(See Attached)
IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: [__________________________]

Letter of Credit No. [____________________________

Beneficiary:
Woodmen Hills Metropolitan District
8046 Eastonville Road
Peyton, CO 80831

Original Letter of Credit Delivered To:
Woodmen Hills Metropolitan District
8046 Eastonville Road
Peyton, CO 80831
Attention: Carter Bullion

Expiration Date: [______________________________]

Ladies and Gentlemen:

We hereby issue this Irrevocable Standby Letter of Credit No. [______________________________] (this “Letter of Credit”) in your favor for the account of [______________________________], a [______________________________] (“Applicant”) up to an aggregate amount of US $[______________________________] ([______________________________] and [___]/100 United States Dollars).

The purpose of this Letter of Credit is to secure the obligations of Applicant under that certain AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE, dated [______________________________], by and between Applicant and Beneficiary.

You are hereby authorized to draw at sight by any (but not more than one) of the following methods: (1) upon presentation of the original Letter of Credit at our address set forth below; or (2) upon presentation of the original Letter of Credit by courier, Federal Express, UPS (or other similar nationally recognized overnight courier), or priority or first class United States mail to us at the address set forth below:

[______________________________]
[______________________________]
[______________________________]
[______________________________]
Attention: [______________________________]

The undrawn portion of this Letter of Credit shall be available until 5:00 p.m. [______________________________] Time on the Expiration Date (as extended, if applicable), upon presentation of:

1. Your drawing certificate, marked, “Drawn under Irrevocable Standby Letter of Credit No. [______________________________]” and delivered to us as directed by this Letter of Credit;

2. A statement on your stationery addressed to [______________________________] signed by your
purportedly authorized representative stating: “The undersigned is an authorized representative of Woodmen Hills Metropolitan District, and certifies that the following fact is true:”

a. “WOODMEN HILLS METROPOLITAN DISTRICT (‘BENEFICIARY’) HAS SUBMITTED A DELINQUENT PAYMENT NOTICE TO [____________________________] (‘APPLICANT’) IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE, DATED [____________________________], BY AND BETWEEN APPLICANT AND BENEFICIARY (THE ‘AGREEMENT’) STATING THAT (I) APPLICANT HAS FAILED TO DELIVER A PROGRESS PAYMENT FOR HORTON’S ALLOCABLE SHARE (AS DEFINED IN THE AGREEMENT) DUE AND PAYABLE IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT, ON THE DATE UPON WHICH THE SAME WAS DUE AND PAYABLE UNDER THE AGREEMENT, (II) THE CURE PERIOD SPECIFIED IN THE AGREEMENT FOR SAID PROGRESS PAYMENT OF THE SAME HAS EXPIRED, AND (III) SUCH PAYMENT REMAINS UNPAID. THEREFORE, BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT AND DISBURSE THE PROCEEDS AS PROVIDED IN THE AGREEMENT.”

OR

b. “WOODMEN HILLS METROPOLITAN DISTRICT (‘BENEFICIARY’) HAS RECEIVED A TERMINATION NOTICE FROM [____________________________] (‘APPLICANT’) AND THE OBLIGATION OF APPLICANT TO PAY BENEFICIARY’S RELIANCE COSTS UNDER THAT CERTAIN AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE, DATED [____________________________], BY AND BETWEEN APPLICANT AND BENEFICIARY (THE ‘AGREEMENT’) SECURED BY THE LETTER OF CREDIT REMAINS OUTSTANDING.

OR

c. “WOODMEN HILLS METROPOLITAN DISTRICT (‘BENEFICIARY’) HAS RECEIVED A NOTICE OF NON-EXTENSION FROM ISSUER AND (I) IT IS LESS THAN THIRTY (30) DAYS PRIOR TO THE SCHEDULED EXPIRATION DATE OF THE LETTER OF CREDIT, AS THE EXPIRATION DATE OF THE LETTER OF CREDIT MAY HAVE BEEN EXTENDED PURSUANT TO ITS TERMS, (II) THE OBLIGATIONS OF APPLICANT UNDER THAT CERTAIN AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION AND EXTRATERRITORIAL WASTEWATER SERVICE, DATED [____________________________], BY AND BETWEEN APPLICANT AND BENEFICIARY (THE ‘AGREEMENT’) SECURED BY THE LETTER OF CREDIT REMAIN OUTSTANDING, AND (III) APPLICANT HAS FAILED TO DELIVER TO BENEFICIARY EITHER (X) A REPLACEMENT LETTER OF CREDIT IN THE AMOUNT REQUIRED UNDER THE AGREEMENT, OR (Y) REPLACEMENT FUNDS (AS DEFINED IN AND REQUIRED BY THE AGREEMENT), WHICH FAILURE CONSTITUTES A DEFAULT UNDER THE AGREEMENT. THEREFORE,
3. The original of this Letter of Credit and each amendment to this Letter of Credit (except in the event of facsimile presentation).

If a conforming presentation is delivered to us on a business day on or before 10:00 a.m. [_______________] Time, we will satisfy the drawing request within three (3) business days of presentation. If the conforming presentation is received after 10 a.m. [_______________] Time, or on a day that is not a business day, we will satisfy the drawing request within three (3) business days of the next business day.

This Letter of Credit shall be deemed automatically extended, without amendment, for an additional period of one (1) year from the Expiration Date (or the extended Expiration Date then in effect, if applicable), unless not less than sixty (60) days prior to the Expiration Date (or the extended Expiration Date then in effect, if applicable), we notify you in writing, by registered mail, courier service, overnight delivery, or hand delivery, at the Beneficiary address above, that we elect not to extend this Letter of Credit.

Multiple, partial drawings are permitted and we warrant that we will honor each draft under this Letter of Credit, up to the undrawn portion of the face amount, upon your complying presentation to us on or prior to the Expiration Date (as extended, if applicable).

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, the International Chamber of Commerce Publication No. 600 (UCP600), and (except to the extent of any inconsistency with UCP600) shall be governed by Article 5 of the Uniform Commercial Code as in effect in the State of Colorado.

[ISSUER]

By: ________________________________

Its: ________________________________

24496730
EXHIBIT G
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

Estimated Locations of Regional Lift Station and Force Main

(See Attached)
EXHIBIT H
TO AGREEMENT FOR WASTEWATER TREATMENT PLANT EXPANSION
AND EXTRATERRITORIAL WASTEWATER SERVICE

Restrictive Covenant Agreement

(See Attached)
RESTRICITVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (“Agreement”), dated for reference purposes this ______ day of __________________, 202__, is made and entered into by and between WOODMEN HILLS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado, acting by and through its Wastewater Enterprise (“Woodmen”), and MELODY HOMES, INC., a Delaware corporation, D/B/A DR HORTON, its successors and assigns (“Horton”). Woodmen and Horton are sometimes referred to in this Agreement individually as a “Party” and jointly as the “Parties”.

RECITALS

A. Woodmen is a quasi-municipal corporation and political subdivision of the state of Colorado formed pursuant to Title 32 of the Colorado Revised Statutes. Among other things, Woodmen provides sewer service within its service area, as well as the service areas of Paint Brush Hills Metropolitan District, Falcon Highlands Metropolitan District, and portions of the 4-Way Ranch Metropolitan District and Meridian Service Metropolitan District, all located in El Paso County, Colorado. To provide this service, Woodmen owns and operates a 1.3-million gallons per day (“MGD”) wastewater treatment plant commonly known as the Woodmen Hills Regional Water Reclamation Facility (the “Plant”).

B. Horton is a private developer of residential communities and has purchased portions of, and is under contract to purchase the remaining, 768.23 acres of real property located in El Paso County, Colorado, legally described on Exhibit 1 attached hereto (the “Horton Property”).

C. The Parties have determined that having Woodmen expand its wastewater service to include the Horton Property and other nearby properties likely to develop, and having the Parties jointly fund an expansion of Woodmen’s wastewater treatment plant (the “Expansion”) will benefit the Parties and future residents of Woodmen and the Horton Property and the Parties have therefore entered into an Agreement for Wastewater Treatment Plant Expansion and Extraterritorial Wastewater Service, effective ________________, 2023 (“Extraterritorial Wastewater Service Agreement”).

D. In connection with the Extraterritorial Wastewater Service Agreement, Horton has agreed to the imposition of certain covenants, conditions and restrictions associated with the Horton Property, as described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agrees as follows:

1. Recitals and Exhibits. The Recitals above and all Exhibits referenced herein are incorporated into and made a part of this Agreement.
2. Effective Date. The “Effective Date” of this Agreement shall be the date the fully signed Agreement is recorded in the El Paso County Clerk & Recorder’s Office.

3. Definitions

3.1 CPI means the Consumer Price Index for All Urban Consumers, All Items, for the Denver-Aurora-Lakewood area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or successor index should publication of the Index cease. Adjustments based on the CPI shall be equal to the percentage increase or decrease in the CPI issued for the calendar year in which such adjustment is to be made (or if the CPI for such year is not yet publicly available, the CPI for the most recent calendar year for which the CPI is publicly available) as compared to the CPI issued for the year in which the Effective Date occurred.

3.2 Single-Family Residential Equivalent (“SFE”) means each single-family connection or connections equivalent to one single-family residence. Currently, one SFE is equal to: one “detached” single-family unit, which means a building or structure used or designed to be used as only one residential unit; each separate residential unit within an “attached” building, such as a duplex or paired lot; and each separate residential unit within a “multifamily” building, such as a townhome or apartment building.

3.3 Woodmen Regulations means Woodmen’s Bylaws, Rules, and Regulations dated January 27, 2022, as they may be amended.

4. Restrictive Covenants

4.1 Wastewater Service Fees. Except as otherwise provided herein, customers within the Horton Property receiving wastewater service from Woodmen (“Customers”) shall pay the same wastewater service rates, fees, charges, surcharges, and assessments or other financial liabilities however termed required for Woodmen’s wastewater services as Woodmen’s in-district residents, as they are modified from time to time, in accordance with the Woodmen Regulations. Billing, collection and administration of service fees shall be performed by Woodmen, in accordance with the Woodmen Regulations.

4.2 Exempt Wells Subject to Woodmen’s Approval. Any proposed water service within the Horton Property utilizing an exempt well is subject to review and approval by Woodmen. Under the Extraterritorial Wastewater Service Agreement, Grandview Reserve Metropolitan District No. 1 is required to provide Woodmen notice of any proposed connection to Woodmen’s wastewater collection system from an exempt well. Woodmen shall be entitled to review such connection and approve, condition or deny such connection based on the concentration of total dissolved solids and other quality parameters of the water delivered by the exempt well.

4.3 Water Quality. The Parties acknowledge that the quality of wastewater delivered into the Plant and the Expansion from the Horton Property may affect Woodmen’s ability to comply with governmental approvals associated with the Plant and the Expansion, including discharge permits, and may affect Woodmen’s and other water providers’ ability to claim return flow credit for reusable effluent. The Parties therefore agree to the following with respect to the
total dissolved solids ("TDS") concentration in the wastewater delivered from the Horton Property into Woodmen’s sewer system:

(i) As set forth in Paragraph 9.3 of the Extraterritorial Wastewater Service Agreement, the Parties anticipate that a regional Lift Station and Force Main will be necessary to serve the Horton Property pursuant to said agreement, and that the Force Main will be a double barrel pipeline with each pipeline sized at no less than eight (8) inches in diameter. Once said regional Lift Station ("Horton Lift Station") is in operation and receiving wastewater from at least 250 SFEs ("Threshold Level"), Woodmen will sample, at Woodmen’s sole expense, the TDS concentration in the wastewater at the Horton Lift Station once each month. Once Woodmen has taken a full year’s worth of TDS samples at the Horton Lift Station, during the sampling period extending from November through October (the “Sampling Period”) beginning after the Threshold Level is met, Woodmen shall calculate prior to the end of the calendar year the annual average of the TDS concentration in the wastewater at the Horton Lift Station for that Sampling Period, which will be considered representative of the TDS concentrations in the wastewater discharged from the Horton Property ("Horton TDS Concentration").

(ii) Woodmen also will sample once each month during the initial Sampling Period the TDS concentration in the wastewater at its existing Falcon Lift Station and calculate prior to the end of the calendar year an annual average of the TDS concentration, which will be considered representative of the TDS concentrations in wastewater discharged from the areas delivering wastewater into the Falcon Lift Station ("Woodmen TDS Concentration"). In the event Woodmen ceases use of the Falcon Lift Station in the future, or if it constructs an additional lift station to serve additional properties outside of the Horton Property, Woodmen will change and/or add to its sampling location(s) any new lift station(s), recalculate the Woodmen TDS Concentration, and notify Horton accordingly. If Woodmen samples at multiple locations, it will develop a flow-weighted mean TDS concentration as the Woodmen TDS Concentration. The Woodmen TDS Concentration, once established after the initial Sampling Period, shall not be subject to change except to the extent Woodmen ceases use of the Falcon Lift Station or constructs an additional lift station to serve additional properties outside of the Horton Property.

(iii) Woodmen will maintain all sampling data for at least five (5) years and annually notify Horton in writing of the prior Sampling Period’s data and the calculated Horton TDS Concentration and Woodmen TDS Concentration. Woodmen will provide any sampling data to Horton at Horton’s request.

(iv) Beginning in the January following the first Sampling Period in which Woodmen has calculated the Horton TDS Concentration and the Woodmen TDS Concentration, and for each successive calendar year, Woodmen may assess all Customers discharging to the Horton Lift Station a monthly surcharge for the succeeding calendar year following the Sampling Period to offset the costs associated with excess treatment, risk of noncompliance, risk of jeopardizing use of wastewater effluent for water rights purposes, and related administrative and legal costs ("TDS Surcharge"), on the following terms.

(1) For every 30 mg/l that the Horton TDS Concentration exceeds the Woodmen TDS Concentration, the TDS Surcharge will be $1.20/month per SFE, assessed to each customer within the Horton Property, for the first year in which said TDS
concentrations are calculated and compared. The amount of the surcharge will be increased, but not decreased, thereafter annually based on the CPI. Any applicable TDS Surcharge will be assessed monthly throughout the year after the determination and will be adjusted based on subsequent annual recalculations of the Horton TDS Concentration. For example, if the Horton TDS Concentration exceeds the Woodmen TDS Concentration by 61 mg/l during the initial Sampling Period extending from November, 2026 through October, 2027, each Customer discharging to the Horton Lift Station in calendar year 2028 will be assessed a TDS Surcharge of $2.40/month per SFE. Woodmen will continue its monthly TDS sampling during the November, 2027–October, 2028 Sampling Period and will recalculate the Horton TDS Concentration for that Sampling Period and compare it to the Woodmen TDS Concentration to determine the TDS Surcharge, if any, to be assessed during calendar year 2029.

(2) Woodmen may not impose any TDS Surcharge until the Expansion is complete, in operation, and its discharge permit contains a TDS limit. In the event the Horton TDS Concentration is less than the Woodmen TDS Concentration, Woodmen is not obligated to impose a TDS Surcharge on any of its customers outside of the Horton Property.

(3) As a condition of allowing any other properties to connect to the Horton Lift Station, Woodmen shall require the sampling of TDS from the wastewater stream discharged from such other properties so that their TDS concentrations can be distinguished from the Horton TDS Concentration, or Woodmen shall waive the TDS Surcharge for the Horton Property until the sampling for such other properties can be accomplished. Woodmen shall not impose a TDS Surcharge on Customers on account of TDS concentrations from customers outside the Horton Property that discharge into the Horton Lift Station.

(v) Customers are prohibited from utilizing ion exchange, water softener systems, or any other in-home water treatment system that discharges concentrated brine wastes into Woodmen’s sanitary sewer system; provided, however, that Horton shall not be liable to Woodmen for any damage or costs arising from any Customers’ failure to comply with this Paragraph except to the extent caused by Horton.

(vi) Customers are subject to the Woodmen Regulations, as may be amended, including but not limited to Woodmen’s Pretreatment Regulations for all non-residential customers, sewer use resolutions, and any restrictions or prohibitions otherwise approved by Woodmen.

5. **Covenants Run With Land.** This Agreement and the covenants, conditions and restrictions contained in the foregoing Paragraph 4 (the “Covenants”) shall burden and run with the Horton Property for the benefit of Woodmen.

6. **Remedies.** Woodmen shall have the right to enforce the terms and conditions of the Covenants, including but not limited to by seeking and obtaining temporary and/or permanent injunctive relief against Horton or any Customer who has violated or threatens to violate any of the Covenants. All of the remedies permitted or available to Woodmen shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
7. **Notices.** Any notice or communication required or permitted herein shall be given in writing, sent by (i) personal delivery; (ii) expedited delivery service with proof of delivery; (iii) United States mail, postage prepaid, registered or certified mail; or (iv) electronic mail, addressed to the respective addresses set forth below, or to such other address or to the attention of such other persons as hereafter shall be designated in writing by the applicable Party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of electronical mail, upon receipt, and addressed as follows:

To Horton:

Melody Homes, Inc.
9555 S. Kingston Court
Englewood, CO 80112-5943
Attn: Bill Carlisle
Email: wmcarlisle@drhorton.com

with copy to:

Davis & Ceriani, P.C.
1600 Stout Street, Suite 1710
Denver, CO 80202
Attn: Nicholas Dooher and John Baker
Email: ndooher@davisandceriani.com; jbaker@davisandceriani.com

and

Melody Homes, Inc.
9555 S. Kingston Court
Englewood, CO 80112-5943
Attn: Robert Coltin, Regional Counsel
Email: rcoltin@drhorton.com

To Woodmen:

Woodmen Hills Metropolitan District
8046 Eastonville Road
Falcon, CO 80831
Attn: Wally Eaves
Water and Wastewater Enterprises
Email: wallyeaves@whmd.org
8. **Electronic Mail.** The Parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic mail” means email.

9. **Term.** The Covenants shall continue in effect in perpetuity, unless and until they are unilaterally terminated by Woodmen in its sole discretion.

10. **Severability.** If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Agreement as much as possible to give rise to the intent to the language hereof.

11. **Amendment to Agreement.** No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless it is in writing, and signed by the Parties.

12. **Counterparts.** This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete agreement between the Parties.

13. **Venue, Governing Law, and Waiver of Jury Trial.** Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of El Paso, State of Colorado, or if federal court, then in the Federal District Court in and for Colorado in Denver, Colorado. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Colorado. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.
IN WITNESS WHEREOF, the Parties have set their hands and seals, effective the day and year first above written.

WOODMEN HILLS METROPOLITAN DISTRICT, ACTING BY AND THROUGH ITS WASTEWATER ENTERPRISE

By: 
Name: 
Its: President

ATTEST:

__________________________

__________________________
Notary Public

STATE OF COLORADO  )
) ss.
COUNTY OF EL PASO  )

The foregoing instrument was acknowledged before me this _____ day of ____________, 202__, by __________________________.

WITNESS my hand and official seal.
My Commission expires: __________________________

__________________________
Notary Public
MELODY HOMES, INC., A DELAWARE CORPORATION, D/B/A DR HORTON

By: ________________________________

Name: ______________________________

Its: ________________________________

ATTEST:

________________________________________

STATE OF COLORADO )
) ss.
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this ______ day of
__________________, 202__, by ______________________________________________________.

WITNESS my hand and official seal.
My Commission expires: __________________________

________________________________________
Notary Public
EXHIBIT 1
TO RESTRICTIVE COVENANT AGREEMENT

Legal Description of DR Horton Property

(See Attached)
Appendix E: Preliminary Design Exhibits
TO FORCE MAIN, SEE FORCE MAIN PLAN AND PROFILE EXHIBIT.
NOTES:

2. PROFILE MAY NOT BE ACCURATELY SCALE AND SHALL BE UTILIZED AS A REFERENCE ONLY, SOURCE: GOOGLE EARTH.
NOTES:
2. PROFILE MAY NOT BE ACCURATELY SCALE AND SHALL BE UTILIZED AS A REFERENCE ONLY, SOURCE: GOOGLE EARTH.
Appendix F: Design Calculations
## Flow Projections

<table>
<thead>
<tr>
<th>Parcel Area (ac)</th>
<th>SFE per Gross Acre</th>
<th>SFE</th>
<th>ADF</th>
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<td>Grandview</td>
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<td>Waterbury</td>
<td>-</td>
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<td>168 acres</td>
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<td>Silver Star</td>
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<td><strong>5901</strong></td>
<td></td>
<td><strong>1015006</strong></td>
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### First Phase

- **119.00 units**
- **329.63 residents**

#### Average Daily Flow

- **20,468 GPD**
- **0.02 MGD**

#### Peak Hour Flow

- **Population:** 329.63 residents
- **Peaking Factor:** 6.02
- **Use max 4**

- **81,872.00 MGD**
- **0.82 MGD**
- **56.86 GPM**

### Second Phase

- **900.00 units**
- **2,493.00 residents**

#### Average Daily Flow

- **154,800 GPD**
- **0.15 MGD**

#### Peak Hour Flow

- **Population:** 2,493.00 residents
- **Peaking Factor:** 4.29
- **Use max 4**

- **619,200.00 MGD**
- **0.62 MGD**
- **430.00 GPM**

### Full Build-Out

#### Average Daily Flow

- **GPD/SFE:** 172
- **1015006.4 GPD**
- **1.02 MGD**

#### Peak Hour Flow

- **Population:** 16346 residents
- **Peaking Factor:** 3.1

- **3,182,714 GPD**
- **3.18 MGD**
- **2,210.22 GPM**
Grandview Reserve Metropolitan District
Lift Station Wet Well Design
Hydraulic Institute Criteria

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>( T )</td>
<td>7.5 min</td>
<td></td>
</tr>
<tr>
<td>( Qin (Vol1) )</td>
<td>570 gpm</td>
<td></td>
</tr>
<tr>
<td>( Qin (Vol2) )</td>
<td>1710 gpm</td>
<td></td>
</tr>
<tr>
<td>( QP1 )</td>
<td>1140 gpm</td>
<td></td>
</tr>
<tr>
<td>( QP2 )</td>
<td>2280 gpm</td>
<td></td>
</tr>
</tbody>
</table>

- \( T \): Pump cycle time in minutes.
- \( Qin \): Active sump volume for pump 1, liters (cu ft).
- \( Qin \): Active sump volume for pump 2, liters (cu ft).
- \( Qp1 \): The inflow into the station in l/min (cfs).
- \( Qp1 \): Flow rate with pump 1 running, l/min (cfs).
- \( Qp2 \): The combined flow rate with 2 pumps running, l/min (cfs).

Volume 1

\[
Vol_1 = T \left( \frac{Q_{in}}{Q_{p1}} \right) (Q_{p1} - Q_{in})
\]

\[\text{Vol}_1 = 2138 \text{ gallons}\]

Volume 2

\[
Vol_2 = \frac{T(Q_{in} - Q_{p1})(Q_{p2} - Q_{in})}{Q_{p2} - Q_{p1}} - \frac{Vol_1 Q_{p2}(Q_{in} - Q_{p1})}{Q_{in}^2(Q_{p2} - Q_{p1})}
\]

\[\text{Vol}_2 = 713 \text{ gallons}\]

Total Volume

\[\text{Vol1+Vol2} = 2850 \text{ gallons}\]
Grandview Lift Station - 2 Pumps Running

Pump Curves
- 850 RPM
- 2400 RPM

System Head Curves
- 8 in and 14 in
- 14 in

Flow Rate (GPM) vs. Head (ft) Graph:
- Head vs. Flow Rate for different pump RPMs and system head curves.
Grandview Lift Station: 1 Pump Running

Pump Curves

System Head Curve

- 850 RPM
- 2400 RPM
- 8 in
Standard Centrifugal Pump
Model 6504E60-B
Size 6” x 4”

PUMP SPECIFICATIONS
Size: 6” x 4” (152 mm x 102 mm) Flanged.
Maximum Casing Pressure 285 psi (1965 kPa).*
Maximum Operating Pressure 250 psi (1723 kPa) at Temperatures
up to 100 °F (37 °C) Based on System Component Limitations.*
Enclosed Type, Two Vane Impeller: Ductile Iron 65-45-12.
Handles 3” (76,2 mm) Diameter Spherical Solids.
Suction Head: Gray Iron 30.
Impeller Shaft: Alloy Steel 4150.
Replaceable Wear Ring: Ductile Iron 65-45-12.
Pedestal: Gray Iron 30.
Seal Plate: Gray Iron 30.
Shaft Sleeve: Stainless Steel 303/304.
Radial Bearing: Open Roller.
Thrust Bearing: Open Double Ball.
Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.
Gaskets: Vegetable Fiber, Red Rubber and Buna-N.
O-Rings: Buna-N.
Hardware: Standard Plated Steel.
Bearing and Seal Cavity Oil Level Sight Gauges.
*Consult Factory for Applications Exceeding Maximum
Pressure and/or Temperature Indicated.

SEALED DETAIL
Mechanical, Oil-Lubricated. Silicon Carbide Rotating Face and Stationary
Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 316
Cage and Stainless Steel 18-8 Spring. Maximum Temperature of Liquid Pumped
160 °F (71 °C).*

Do not use in explosive atmosphere or for pumping volatile flammable liquids.

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Specification Data

APPROXIMATE DIMENSIONS and WEIGHTS

NET WEIGHT: 715 LBS. (324,3 KG.)
SHIPPING WEIGHT: 815 LBS. (369,7 KG.)
EXPORT CRATE: 32.2 CU. FT. (0.9 CU. M.)

MULTI-SPEED CURVE
PERFORMANCE BASED ON WATER

GORMAN-RUPP PUMPS

www.grpumps.com

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Curve Data

60 Hertz Performance Based On Water Trimmed Impeller

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60 Hertz Performance Based on Water Trimmed Impeller

50 Hertz Performance Based on Water Trimmed Impeller

GORMAN-RUPP PUMPS
www.grpumps.com
Specifications Subject to Change Without Notice Printed in U.S.A.

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<table>
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<tr>
<th>Pipe Losses</th>
<th>Minor Losses</th>
<th>Pipe Losses</th>
<th>Minor Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pipe Size (in)</strong></td>
<td><strong>Length of Pipe (LF)</strong></td>
<td><strong>Total Head Loss (ft)</strong></td>
<td><strong>Fittings</strong></td>
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<tr>
<td>4</td>
<td>0</td>
<td>0</td>
<td>90 deg Bend</td>
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<tr>
<td>6</td>
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<td>7.68</td>
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<td>10</td>
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<td>0</td>
<td>Exit Loss</td>
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<td>0</td>
<td>Plug Valve</td>
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<td>14</td>
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<tr>
<td>Total: 17192</td>
<td>84.12524</td>
<td>Total: 14</td>
<td>2.33</td>
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</table>

**Pipe Losses**
- Entrance Loss: 7.68 ft
- Exit Loss: 9.42 ft
- Plug Valve: 11.2 ft

**Minor Losses**
- Entrance Loss: 0.3 ft
- Exit Loss: 1.0 ft
- Plug Valve: 0.25 ft

**Pipe Losses**
- Entrance Loss: 0.3 ft
- Exit Loss: 1.0 ft
- Plug Valve: 0.25 ft

**Minor Losses**
- Entrance Loss: 0.3 ft
- Exit Loss: 1.0 ft
- Plug Valve: 0.25 ft
# First Phase: 8-in, 1 pump running

**Project Number:** 201662.07  
**Project Name:** Grandview Lift Station First Filing  
**Completed by:** CLB  
**Date:** 3/2/2023  
**Checked by:** MTV  
**Date:** 4/14/2023

**C-Factor:** 130  
**Target Flow Rate:** 440 gpm  
**Static Head:** 275 ft

## Pipe Losses

<table>
<thead>
<tr>
<th>Pipe Size (in)</th>
<th>Length of Pipe (LF)</th>
<th>Total Head Loss (ft)</th>
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<tbody>
<tr>
<td>4</td>
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<tr>
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<td><strong>Total:</strong></td>
<td>17192</td>
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## Minor Losses

<table>
<thead>
<tr>
<th>Fittings</th>
<th>Dia (in)</th>
<th>Quantity (EA)</th>
<th>X-sec Area (SF)</th>
<th>Pipe Velocity (FPS)</th>
<th>K Value</th>
<th>Total Head Loss (ft)</th>
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<tbody>
<tr>
<td>90 deg Bend</td>
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<td>Plug Valve</td>
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**TDH:** 359.97 ft  
**at** 440 gpm
Second Phase: 14-in, 2 pumps running

Project Number: 201662.07
Project Name: Grandview Lift Station First Filing
Completed by: CLB Date: 3/2/2023
Checked by: MTV Date: 4/14/2023

C-Factor: 130
Target Flow Rate: 1500 gpm
Static Head: 275 ft

Pipe Losses

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<tr>
<th>Pipe Size (in)</th>
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Minor Losses

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<th>X-sec Area (SF)</th>
<th>Pipe Velocity (FPS)</th>
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<td>0.9068104</td>
</tr>
</tbody>
</table>

TDH: 336.57 ft at 1500 gpm