## AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT ("DISTRICT")

8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Phone: 303-779-5710

https://www.theaurorahighlandscommunity.org

### NOTICE OF A REGULAR MEETING AND AGENDA

<b>Board of Directors:</b>	Office:	Term/Expiration:
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2023/May 2023
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2022/May 2022
VACANT	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **March 17, 2022** 

TIME: **1:00 P.M.** 

PLACE: Construction Trailer (formerly Information Center)

3900 E. 470 Beltway Aurora, CO 80019

THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS DISTRICT BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09

Meeting ID: 965 7697 6056 Passcode: 800276 One tap mobile 1-253-215-8782,\*800276#

### I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
- B. Confirm quorum, location of meeting and posting of meeting notices. Approve Agenda.

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C. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

### II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

• Review and consider approval of February 17, 2022 special meeting minutes (enclosure).

### III. FINANCIAL MATTERS

- A. Consider approval of payment of claims for operating costs, in the amount of \$41,888.70 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- B. Review and accept cash position report dated January 31, 2022, updated as of March 14, 2022 (enclosure).
- C. Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board ("CAB") for acceptance of the CAB and District Engineer's Report and Verification of Costs Associated with Public Improvements Draw No. 45 Engineer's Report and Verification of Costs No. 23 prepared by Schedio Group LLC (enclosure).
- D. Discuss and consider approval of recommendation to the CAB for acceptance of the CAB and District Engineer's Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer's Report and Verification of Costs No. 5 prepared by Schedio Group LLC (enclosure).

### IV. CAPITAL PROJECTS

A. Discuss and acknowledge funding sources in the total amount of \$1,732,412.71\* prepared by the District's accountant (enclosures - summary and list of checks):

CAB (A Bonds)	\$ 1,267,411.87
CAB (B Bonds)	\$ (30,752.12)
ARTA	\$ 435,961.21
ATEC	\$ 4,838.50
Developer	\$ 54,953.25
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Total:	\$*1.732.412.71

<sup>\*</sup> Numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting.

### **District Capital Projects**:

- B. Discuss and consider approval of **Task Order No. 05** to **Master Service Agreement** ("**MSA**") for Project Support and Review Services by and between the District and **AECOM Technical Services, Inc.,** for TAH Pkwy/Tributary T Change Order and CMAR Review, in the amount of \$110,500.00, subject to approval of the Construction Committee.
- C. Discuss and consider approval of **Task Order No. 10** to **MSA** for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority ("**ARTA**") Projects) by and between the District and **AECOM Technical Services, Inc.,** for 26<sup>th</sup> Avenue from E-470 to Aerotropolis Parkway (Time and Materials), in the amount of \$2,471,802.00, subject to approval of the Construction Committee.
- D. Discuss and consider approval of **Task Order No. 12** to **MSA** for Program Management, Design and Construction Support Services (ARTA Projects) by and between the District and **AECOM Technical Services, Inc.,** for Geotechnical Boring Report for 16' Waterline under E-470 (Time and Materials), in the amount of \$56,943.00, subject to approval of the Construction Committee.
- E. Discuss and consider approval of **Task Order No. 13** to **MSA** for Program Management, Design and Construction Support Services (ARTA Projects) by and between the District and **AECOM Technical Services, Inc.,** for Geotechnical Boring Report for 16' Waterline under E-470 (Time and Materials), in the amount of \$56,943.00, subject to approval of the Construction Committee.

- F. Discuss and consider approval of **Change Order No. 01** to **Task Order No. 46** to **MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.,** for Filing No. 9 Professional Services, in the amount of \$6,225.00, subject to approval of the Construction Committee.
- G. Discuss and consider approval of Change Order No. 07 to Task Order No. 02 to MSA for Civil Engineering Services by and between the District and Beam Longest & Neff, LLC, for Interchange Final Design Supplement, in the amount of \$119,930.00, subject to approval of the Construction Committee.
- H. Discuss and consider approval of Change Order No. 01 to Task Order No. 04 to MSA for Civil Engineering Services by and between the District and Beam Longest & Neff, LLC, for Interchange Final Design Supplement, in the amount of \$311,431.00, subject to approval of the Construction Committee.
- I. Discuss and consider approval of Change Order No. 02 to Task Order No. 04 to MSA for Civil Engineering Services by and between the District and Beam Longest & Neff, LLC, for Interchange Final Design Supplement, in the amount of \$42,519.00, subject to approval of the Construction Committee.
- J. Discuss and consider approval of Change Order No. 02 to Task Order No. 14 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for F1 Tributary T Structural Testing, in the amount of \$1,783.88, subject to approval of the Construction Committee.
- K. Discuss and consider approval of Change Order No. 01 to Task Order No. 39 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Geotechnical Investigation / Roundabout Monument Testing, in the amount of \$2,500.00, subject to approval of the Construction Committee.
- L. Discuss and consider approval of Change Order No. 04 to Task Order No. 01 to MSA for Civil Engineering Services by and between the District and Felsburg Holt & Ullevig, Inc., for Additional Fees for Meetings with City, Water District and E-470 and Additional Design Work, in the amount of \$44,890.00, subject to approval of the Construction Committee.
- M. Discuss and consider approval of Change Order No. 03 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 38th Parkway (Winter Weather Protection / Credit for

Unused Funds), in the deductive amount of (\$13,548.00), subject to approval of the Construction Committee.

- N. Discuss and consider approval of **Change Order No. 01 to Work Order No. 10** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Bridgewater Filing 10 Wet Utilities (Remove Domestic Water and Sanitary Services from Contract), in the deductive amount of (\$226,118.00), subject to approval of the Construction Committee.
- O. Discuss and consider approval of **Change Order No. 04 to Work Order No. 09** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Southbound Main Street (Credit for Unused Funds related to Dry Utilities Sleeving), in the deductive amount of (\$93,810.00), subject to approval of the Construction Committee.
- P. Discuss and consider approval of **Change Order No. 71** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3 (ECCV Waterline Overburden Excavation, Temporary Support and Protection of New Waterline / Removal of ECCV Easement Berm), in the amount of \$18,442.23, subject to approval of the Construction Committee.
- Q. Discuss and consider approval of **Task Order** to **MSA** for Program Management Services by and between the District and **Matrix Design Group, Inc.,** for Operations and Maintenance Planning and Budgeting, in an amount not to exceed \$25,000.00, subject to approval of the Construction Committee.
- R. Discuss and consider approval of **Change Order No. 26** to the **Construction Agreement** by and between the District and **Stormwater Risk Management, LLC** for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Cost to Stabilize Area Around Clocktower), in the amount of \$1,969.88, subject to approval of the Construction Committee.

### V. LEGAL MATTERS

- A. Discuss status of Second Amended and Restated Service Plan.
- B. Update regarding status of May 3, 2022 Regular Election.

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- C. Consider approval of form of Irrigation (Water) Service Connection Fee Allocation Agreement by and between the District and the City of Aurora by and through its Utility Enterprise.
- D. Review and consider approval of Temporary Access Easement Agreement by and between Grimm Farms LLC and the District (enclosure).
- E. Discuss Second Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhaton) by and between the District, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.
- F. Discuss Second Amended and Restated Inclusion Agreement (GVR King Commercial, LLC / Property East of Powhaton) by and between the District, GVR King Commercial, LLC and Aurora Tech Center Development, LLC.
- G. Acknowledge District and East Cherry Creek Valley Water and Sanitation District Overlap Area Consent Agreement (The Aurora Highlands Parkway and Pedestrian Pathway) by and between the District and East Cherry Creek Valley Water and Sanitation District (enclosure).
- H. Acknowledge Settlement Agreement by and between ARTA, the District, Green Valley East LLC, GVR King LLC, Aurora Highlands Holdings LLC, the CAB, the City of Aurora and East Cherry Creek Valley Water and Sanitation District (enclosure).
  - 1. If necessary, convene in executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same.

### VI. ARTA MATTERS

**A.** Other.

### VII. OTHER BUSINESS

### VIII. EXECUTIVE SESSION

### IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 21, 2022.

### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT ("DISTRICT") HELD FEBRUARY 17, 2022

A regular meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the "Board") was convened on Thursday, February 17, 2022 at 1:13 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The District Board meeting was accessible both in person at the physical meeting location, and via videoconference.

### **Directors in Attendance Were:**

Matt Hopper Carla Ferreira Michael Sheldon Cindy Shearon

### **Also in Attendance Were:**

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.

Denise Denslow, Celeste Terrell, Zach Leavitt and Jason Carroll; CliftonLarsonAllen LLP ("CLA")

Jerry Jacobs, Brittany Barnett and Corey Pilato; Timberline District Consulting, LLC

Aliraza Hassan; Jefferies LLC D.A. Graves: Member of the Public

### ADMINISTRATIVE MATTERS

<u>Disclosure of Potential Conflicts of Interest</u>: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director Hopper confirmed a quorum for the regular meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient

location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

**Agenda:** The Board considered the proposed Agenda for the District's regular meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Public Comment:** There was no public comment.

### CONSENT AGENDA

The Board considered the following actions:

### **January 20, 2022 Special Meeting Minutes**

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board ratified and/or approved of the Consent Agenda items, as presented.

### FINANCIAL MATTERS

<u>Payment of Claims for Operating Costs</u>: Mr. Carroll reviewed the Claims for Operating Costs with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved payment of the Claims for Operating Costs, in the amount of \$58,003.34.

Cash Position Report Dated December 31, 2021 updated as of February 11, 2022: Mr. Carroll reviewed the Cash Position Report with the Board. Following review, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Reported dated December 31, 2021, updated as of February 11, 2022.

Recommendation to The Aurora Highlands Community Authority Board ("CAB") for Acceptance of the CAB and District Engineer's Report and Verification of Costs Associated with Public Improvements Draw No. 44 Engineer's Report and Verification of Costs No. 22 prepared by Schedio Group LLC ("Engineer's Report No. 22"): Director Hopper reviewed Engineer's Report No. 22 with the Board. Following review and discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board recommended acceptance of Engineer's Report No. 22 to the CAB.

Recommendation to CAB for Acceptance of the CAB and District Engineer's Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses + Draw 42, Engineer's Report and Verification of Costs No. 4 prepared by Schedio Group LLC ("Engineer's In-Tract Report No. 4"): Director Hopper reviewed Engineer's In-Tract Report No. 4 with the Board. Following review and discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board recommended acceptance of Engineer's In-Tract Report No. 4 to the CAB.

CAPITAL PROJECTS

<u>Draw Request No. 44</u>: Mr. Carroll reviewed Draw Request No. 44 with the Board. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Draw Request No. 44, in the amount of \$2,746,677.00, as shown below:

CAB (A Bonds)	\$ 2,209,093.87
CAB (B Bonds)	\$ 49,362.75
ARTA	\$ 340,272.12
ATEC	\$ 147,948.26
Developer	\$ 0
Total:	\$2,746,677.00

Task Order No. 03 to Master Service Agreement ("MSA") for Program Management, Design and Construction Support Services (ATEC Projects) by and between the District and AECOM Technical Services, Inc., for Utility Modeling for Land Use Changes (Time and Materials): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Task Order No. 03 to MSA for Program Management, Design and Construction Support Services (ATEC Projects) by and between the District and AECOM Technical Services, Inc., for Utility Modeling for Land Use Changes (Time and Materials), in the amount of \$238,092.00, upon review and recommendation by the Construction Committee.

Task Order No. 12 to MSA for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority ("ARTA") Projects) by and between the District and AECOM Technical Services, Inc., for 48<sup>th</sup> Avenue from E-470 to Aerotropolis Parkway (Time and Materials): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Task Order No. 12 to MSA for Program Management, Design and Construction Support Services (ARTA Projects) by and between the District and AECOM Technical Services, Inc., for 48<sup>th</sup> Avenue from E-470 to Aerotropolis Parkway (Time and Materials), in the amount of

\$2,874,787.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 01 to MSA for Program Management, Design and Construction Support Services (ATEC) by and between the District and AECOM Technical Services, Inc., for Crestone Oil Well (Time and Materials): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 01 to Task Order No. 01 to MSA for Program Management, Design and Construction Support Services (ATEC) by and between the District and AECOM Technical Services, Inc., for Crestone Oil Well (Time and Materials), in the amount of \$24,450.00, upon review and recommendation by the Construction Committee.

Change Order No. 13 to the Construction Agreement by and between the District and BrightView Landscape Development, Inc., for Landscape, Hardscape and Monumentation (Increase to Height of Colloidal Walls South Clocktower): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 13 to the Construction Agreement by and between the District and BrightView Landscape Development, Inc., for Landscape, Hardscape and Monumentation (Increase to Height of Colloidal Walls South Clocktower), in the amount of \$15,189.00, upon review and recommendation by the Construction Committee.

Change Order No. 15 to the Construction Agreement by and between the District and BrightView Landscape Development, Inc., for Landscape, Hardscape and Monumentation (Credit for Nine Austrian Pine Trees): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 15 to the Construction Agreement by and between the District and BrightView Landscape Development, Inc., for Landscape, Hardscape and Monumentation (Credit for Nine Austrian Pine Trees), in the deductive amount of (\$4,500.00), upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 16 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Main Street, Phase 2, 42<sup>nd</sup> Phase 1 and Aurora Boulevard Phase 1 (Cost of Work Exceeding Task Order and Future Work): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 02 to Task Order No. 16 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Main Street, Phase 2, 42<sup>nd</sup> Phase 1 and Aurora Boulevard Phase 1 (Cost of Work Exceeding Task Order and Future Work), in the amount of \$22,669.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 18 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Main Street, Phase 1 (Northbound Lane) (Cost of Work Exceeding Task Order and Future Work): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 01 to Task Order No. 18 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Main Street, Phase 1 (Northbound Lane) (Cost of Work Exceeding Task Order and Future Work), in the amount of \$56,327.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 19 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for 42<sup>nd</sup> Avenue, Phase 2, NS Collector and TAH Parkway Water Construction Testing (Cost of Work Exceeding Task Order and Future Work): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 01 to Task Order No. 19 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for 42<sup>nd</sup> Avenue, Phase 2, NS Collector and TAH Parkway Water Construction Testing (Cost of Work Exceeding Task Order and Future Work), in the amount of \$48,859.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 25 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Tributary T and Main Street Phase 3 (Cost of Work Exceeding Task Order and Future Work): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 01 to Task Order No. 25 to MSA for Survey Services by and between the District and CTL Thompson, Inc., for Tributary T and Main Street Phase 3 (Cost of Work Exceeding Task Order and Future Work), in the amount of \$105,781.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 36" Water Line Tie-Ins & Irrigation Taps (Survey for Area J and Replacement of Damaged Hydrant): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 36" Water Line Tie-Ins & Irrigation Taps (Survey for Area J and Replacement of Damaged Hydrant), in the amount of \$7,254.21, upon review and recommendation by the Construction Committee.

Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Section 30 Mass Grading (Bridgewater District Mass Grading): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Section 30 Mass Grading (Bridgewater District Mass Grading), in the amount of \$242,782.95, upon review and recommendation by the Construction Committee.

Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 38<sup>th</sup> Parkway (Added Guard Rail to Temporary Gas Line Bridge): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 38<sup>th</sup> Parkway (Added Guard Rail to Temporary Gas Line Bridge), in the amount of \$32,901.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Southbound Main Street (Electrical Revisions per Approved Curb Cut Designs): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 02 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Southbound Main Street (Electrical Revisions per Approved Curb Cut Designs), in the amount of \$16,535.57, upon review and recommendation by the Construction Committee.

Change Order No. 03 to Work Order No. 09 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Southbound Main Street (Paving at Main Street Phase 1, Phase 2, 42<sup>nd</sup> Phase 1 and Aura Blvd.): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 03 to Work Order No. 09 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Southbound Main Street (Paving at Main Street Phase 1, Phase 2, 42<sup>nd</sup> Phase 1 and Aura Blvd.), in the amount of \$29,947.36, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Work Order No. 11 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Frac Tank Rental for Temp Site Watering (Credit for Usage through 9/22/21): Following discussion, upon a motion duly made by Director Sheldon,

seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Work Order No. 11** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Frac Tank Rental for Temp Site Watering (Credit for Usage through 9/22/21), in the deductive amount of (\$18,075.00), upon review and recommendation by the Construction Committee.

Work Order No. 12 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Center Roundabout Monument: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Work Order No. 12 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Center Roundabout Monument, in the amount of \$475,419.00, upon review and recommendation by the Construction Committee.

Change Order No. 69 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3 (Additional Scope of Work Added to Merrick Drawings from Revision 5 to Revision 6 in RFI-177 and Merrick Revision 6 Drawings): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 69 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3 (Additional Scope of Work added to Merrick Drawings from Revision 5 to Revision 6 in RFI-177 and Merrick Revision 6 Drawings), in the amount of \$67,332.58, upon review and recommendation by the Construction Committee.

Change Order No. 70 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3 (Earthwork for Landscape Mounds along EB and WB TAH Parkway per Tributary T Landscape Berm Plan): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 70 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Tributary T Aurora Parkway Phase 3 and Main Street Phase 3 (Earthwork for Landscape Mounds along EB and WB TAH Parkway per Tributary T Landscape Berm Plan), in the amount of \$117,913.59, upon review and recommendation by the Construction Committee.

Change Order No. 03 to Task Order No. 03 to the MSA for Subsurface Utility Engineering by and between the District and Lamb-Star Engineering, LLC for Additional 11 QL-A Test Holes in the Area of 38<sup>th</sup> Avenue and Future E-

<u>470 Interchange</u>: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 03 to Task Order No. 03** to the **MSA** for Subsurface Utility Engineering by and between the District and **Lamb-Star Engineering, LLC** for Additional 11 QL-A Test Holes in the area of 38<sup>th</sup> Avenue and Future E-470 Interchange, in the amount of \$22,824.00, upon review and recommendation by the Construction Committee.

Change Order No. 23 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Back of Curb Control in Tributary to Address City Violations / Region 2 Re-Stabilization Back of Walk at 42<sup>nd</sup> Avenue Phase): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 23 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Back of Curb Control in Tributary to Address City Violations / Region 2 Re-Stabilization Back of Walk at 42<sup>nd</sup> Avenue Phase), in the amount of \$6,038.38, upon review and recommendation by the Construction Committee.

Change Order No. 24 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Installation of Rock Socks): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 24 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Installation of Rock Socks), in the amount of \$2,711.25, upon review and recommendation by the Construction Committee.

Change Order No. 25 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Back Charge for Damaging Fire Hydrant Installed in Area A by JHL and Final Stabilization of the North Community Marker): Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Change Order No. 25 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Back Charge for Damaging Fire Hydrant Installed in Area A by JHL and Final Stabilization of the North Community Marker), in the deductive amount of (\$3,593.75), upon review and recommendation by the Construction Committee.

Short Form Construction Agreement by and between the District and SRM Holdings, LLC: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved the Short Form Construction Agreement by and between the District and SRM Holdings, LLC, in the amount of \$1,394,955.00, upon review and recommendation by the Construction Committee.

### LEGAL MATTERS

Second Amended and Restated Service Plan: Attorney Cortese updated the Board regarding status of the Second Amended and Restated Service Plan, which was approved on First Reading at the February 14, 2022 Aurora City Council meeting, and scheduled for Second Reading at the February 28, 2022 Aurora City Council meeting.

Temporary Construction and Access Easement Agreement by and between the District and The Phillips Family Trust (Temporary Construction and Access Easement"): Attorney Hoistad reviewed the Temporary Construction and Access Easement with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved the Temporary Construction and Access Easement, with consideration not to exceed \$100,000.00.

Cooperative Agreement Regarding Construction of The Aurora Highlands Parkway by and between ARTA, the District and East Cherry Creek Valley Water & Sanitation District: Director Hopper reported the District is working with necessary parties in efforts to resolve this matter.

Executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same: An executive session was not necessary.

ARTA MATTERS	Other:	None.

None.

OTHER BUSINESS

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director Ferreira, seconded by Director Shearon and, upon vote, unanimously carried, the meeting was adjourned at 1:23 p.m.

Respe	ectfully submitted,	
D		
Ву	Secretary for the Meeting	

### Aerotropolis Area Coordinating Metro District Check List

All Bank Accounts March 14, 2022

Check Number	Check Date	Payee		Amount
/endor Checks				
150	03/14/22	Brownstein Hyatt Farber Schreck, LLP		14,460.70
151	03/14/22	CGF Management Inc		15,000.00
152	03/14/22	CliftonLarsonAllen LLP		11,566.06
153	03/14/22	Rocky Mountain Bottled Water		61.95
154	03/14/22	Telos Online		799.99
			Vendor Check Total	41,888.70
			Check List Total	41,888.70

Check count = 5

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### **Aerotropolis Area Coordinating Metro District** Cash Requirement Report - Detailed All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
		open Amount	Available	open amount	Noquileu
Brownstein	Brownstein Hyatt Farber Schreck, LLP				
Reference:	881127	Date: 02/28		iscount exp date:	
GL AP account: 307460	302500 Legal - Brownstein Hyatt Farber Schreck, LLP	Due date: 02/28 14,460.70	8/22 P	ayment term:	
307400	Totals	14,460.70	0.00	14,460.70	14,460.70
Totals	s for Brownstein Hyatt Farber Schreck, LLP	14,460.70	0.00	14,460.70	14,460.70
CGF	CGF Management Inc				
Reference:	1278	Date: 03/0		iscount exp date:	
GL AP account:	302500	Due date: 03/0	1/22 P	ayment term:	
307805	Cost Verification - CGF Management Inc  Totals	15,000.00 15,000.00	0.00	15,000.00	15,000.00
	rotais	13,000.00	0.00	13,000.00	13,000.00
	Totals for CGF Management Inc	15,000.00	0.00	15,000.00	15,000.00
CLA	CliftonLarsonAllen LLP				
Reference:	3092645	Date: 11/30	0/21 D	iscount exp date:	
GL AP account:	302500	Due date: 11/30		ayment term:	
307000	Accounting - CliftonLarsonAllen LLP	3,259.73	2.25	0.000	0.0=0.=-
	Totals	3,259.73	0.00	3,259.73	3,259.73
Reference:	3146770	Date: 01/3	1/22 D	iscount exp date:	
GL AP account:	302500	Due date: 01/3	1/22 P	ayment term:	
307440	District Management - Accounting	1,611.49	0.00	1 / 11 40	1 (11 40
	Totals	1,611.49	0.00	1,611.49	1,611.49
Reference:	3171925	Date: 02/28		iscount exp date:	
GL AP account:	302500	Due date: 02/28	8/22 P	ayment term:	
307000	Accounting - CliftonLarsonAllen LLP  Totals	6,694.84 6,694.84	0.00	6,694.84	6,694.84
	Totals	0,074.04	0.00	0,074.04	
	Totals for CliftonLarsonAllen LLP	11,566.06	0.00	11,566.06	11,566.06
Rocky	Rocky Mountain Bottled Water				
Reference:	0274330	Date: 02/28	8/22 D	iscount exp date:	
GL AP account:	302500	Due date: 02/28	8/22 P	ayment term:	
307586	Office supplies and expenses - Rocky Mountain Bottled Water	5.00			
	Totals	5.00	0.00	5.00	5.00
Reference:	0267263	Date: 02/28	8/22 D	iscount exp date:	
GL AP account:	302500	Date: 02/28		ayment term:	
307586	Office supplies and expenses - Rocky	56.95	·	•	
	Mountain Bottled Water  Totals	56.95	0.00	56.95	56.95
	Totals for Rocky Mountain Bottled Water	61.95	0.00	61.95	61.95
TEL	Telos Online				
Reference:	193211	Date: 04/30		iscount exp date:	
GL AP account:	302500	Due date: 04/30	0/22 P	ayment term:	
307586	Office supplies and expenses - Telos Online  Totals	<u>799.99</u> 799.99	0.00	799.99	799.99
	rotals	177.77	0.00	177.77	177.79
Printed by 0114263	36 on 03/14/22 at 11:42 AM				

### **Aerotropolis Area Coordinating Metro District** Cash Requirement Report - Detailed All Dates

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			Gross	Discount	Net	Cash
<b>GL Account</b>	Description		Open Amount	Available	Open Amount	Required
		Totals for Telos Online	799.99	0.00	799.99	799.99
		•				
		Company Totals	41,888.70	0.00	41,888.70	41,888.70

Schedule of Cash Position January 31, 2022 Updated as of March 14, 2022

		 General Fund	Capi	tal Projects Fund	apital Projects Reserve Fund	 Total
First Bank - C	Checking					
Balance as of 0	01/31/22	\$ 4,436.90	\$	429,548.33	\$ 2,000,000.00	\$ 2,433,985.23
Subsequent act	ivities:					
02/01/22	Aurora Payment 612052	-		(22,586.60)	-	(22,586.60)
02/04/22	Interim check 2285 - Xcel Energy	-		(167,700.91)	-	(167,700.91)
02/14/22	Aurora Payment 670035	-		(22,764.90)	-	(22,764.90)
02/24/22	ARTA Payment	-		340,272.12	-	340,272.12
02/25/22	Requisition No.5	-		2,406,404.88	-	2,406,404.88
02/25/22	Admin checks - 100-109, 131	(18,566.55)		(39,436.79)	-	(58,003.34)
02/25/22	Draw 44 checks - 110-130	-		(2,461,039.86)	-	(2,461,039.86)
02/28/22	Aurora Payment 671123	-		(1,733.00)	-	(1,733.00)
03/01/22	Transfer from(to) CAB	14,129.65		(20,100.00)	-	(5,970.35)
03/01/22	Transfer from(to) CAB	-		4,658.00	-	4,658.00
03/01/22	Aurora Payment 670861	-		(3,132.00)	-	(3,132.00)
03/03/22	Aurora Payments 671629 & 671636	-		(38,219.88)	-	(38,219.88)
03/08/22	Aurora Payment 671920	-		(14,825.00)	-	(14,825.00)
03/11/22	Aurora Payment 672171	-		(20,755.00)	-	(20,755.00)
03/14/22	Admin checks - 150-154	-		(41,888.70)	_	(41,888.70)
03/14/22	Draw 45 Checks - 134-149	_		(1,685,857.21)	_	(1,685,857.21)
	Anticipated Developer Reimbursement - Draw 45	-		54,953.25	_	54,953.25
	Transfer from(to) CAB	-		(57,431.54)	_	(57,431.54)
	Anticipated Requisition 6	-		1,241,498.25	_	1,241,498.25
	Anticipated ARTA Payment Draw 45	-		435,961.21	-	435,961.21
	Anticipated balance	0.00		315,824.65	2,000,000.00	2,315,824.65
CSAFE						
Balance as of 0		100.10		33,209.68	-	33,309.78
Subsequent act						
02/14/22	SDF from Richmond Homes	-		15,000.00	-	15,000.00
02/28/22 02/28/22	SDF from Richmond Homes Interest	-		7,500.00 2.21	-	7,500.00 2.21
03/04/22	SDF from Richmond Homes	-		27,500.00	-	27,500.00
03/04/22	SDF from Richmond Homes	-		10,000.00	_	10,000.00
03/11/22	Transfer to Zions	-		(52,500.00)	_	(52,500.00)
	Anticipated transfer to Zions	-		(37,500.00)	-	(37,500.00)
	Anticipated balance	100.10		3,211.89	 -	3,311.99
	Anticipated balances:	\$ 100.10	\$	319,036.54	\$ 2,000,000.00	\$ 2,319,136.64

## $\frac{\textbf{Yield Information (02/28/22)}}{\text{C-Safe } 0.07\%}$



# THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD AND AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

# ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

Draw No. 45

PREPARED BY:

SCHEDIO GROUP LLC

808 9<sup>TH</sup> STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: March 9, 2022

PROJECT: 181106

Engineer's Report and Verification of Costs No. 23



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### **ENGINEER'S REPORT**

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### **ENGINEER'S REPORT**

### **INTRODUCTION**

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "District") on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is Schedio Group's 23rd deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Per the Amended and Restated Capital Construction and Reimbursement Agreement ("CCRA") entered into on December 22, 2021, between The Aurora Highlands Community Authority Board and Aurora Highlands, LLC, a Nevada limited liability company ("Developer"):

Section N: "It is the intent of the CAB that AH LLC continue to be reimbursed for Verified Costs of the Improvements and AH Advances (collectively Verified Costs of the Improvements and AH Advances are referred to herein as "AH Reimbursements"), and to set forth the terms for such reimbursement." See Article II, Section 2.1 of the CCRA for pertaining to AH Reimbursements.

Per the Agreement Regarding Coordination of Facilities Funding for ATEC Development ("ATEC Agreement") entered into on December 22, 2021, between the Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC ("ATEC"):

Recitals: Section F: "In order for the Property to be developed, the public improvements that are a part of the Long Term Capital Improvement Plan, which includes the public improvements that will support the development of the Property, (the "ATEC Improvements") must be designed, funded, acquired, constructed or installed."

Recitals: Section G: "It is anticipated that the proceeds of CAB Obligations will include, as issued in the discretion of the CAB from time to time, proceeds to be used to fund the ATEC Improvements."

This Report consists of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

### **SUMMARY OF FINDINGS**

Schedio Group reviewed \$1,732,412.71 of incurred expenses associated with Draw Request No. 45. Of the \$1,732,412.71 reviewed, Schedio Group verified \$1,677,459.46 as being associated with the design and construction of Public Improvements. Of the verified amount, \$1,267,411.87 is associated with TAH CAB/Spine Costs, -\$30,752.12 with AH In Tract Costs, \$4,838.50 with AF ATEC Spine Costs ("ATEC Spine"), and \$435,961.21 with AF Aerotropolis Regional Transportation Authority Costs ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report.

In summary, the total amount verified associated with TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs is **\$1,241,498.25**.

For a summary of verified expenses associated with the design and construction of Public Improvements for TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs, please see *Figure 1 – Summary of Verified Expenses for* TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code* and *by Vendor)*.



DRAW 45		DEVELOPER DRAW 45	ТАН	CAB/SPINE & AH IN TI DRAW 45	RACT	AF ATEC SPINE DRAW 45	TAH CAB/SPINE +AH IN TRACT + AF ATEC SPINE DRAW 45	AF ARTA DRAW 45	TOTAL DRAW 45
REVIEWED A	ΛT	PRIVATE AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
			(SPINE)	(IN TRACT)	(SPINE + IN TRACT)				
\$ 1,732,4	12.71	\$ 54,953.25	\$ 1,267,411.87	\$ (30,752.12)	\$ 1,236,659.75	\$ 4,838.50	\$ 1,241,498.25	\$ 435,961.21	\$ 1,677,459.46

Figure 1 - Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs

#### **DETERMINATION OF PUBLIC PRORATION PERCENTAGE**

As final plats are not available for the entire the Aurora Highlands ("AH") development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for the Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire AH development. Schedio Group and Norris Design reserve the right to revise the project's Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

### **VERIFICATION OF COSTS**

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

### **VERIFICATION OF PAYMENTS**

As Draw No. 45 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

### **VERIFICATION OF CONSTRUCTION**

Schedio Group LLC performed a site visit on March 4, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

### SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

Various job code changes were implemented between Draw 26 and Draw 45. These job code changes were determined by others (developer, program manager, construction manager, etc.). Schedio Group was not involved in determining the job code changes. Schedio Group has incorporated the job code changes into Draw 45. As a result of the job code changes, historical and current verified dollar amounts have, in some cases, shifted from one job code (project segment) to another job code (project segment), which has caused ARTA's financial obligation to change per the following agreements:

 Intergovernmental Agreement Among The Board Of County Commissioners Of The County Of Adams, The City of Aurora And The Aerotropolis Area Coordinating Metropolitan District Establishing The Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated February 27, 2018



 Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway Among Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated August 12, 2020

Schedio Group has been reviewing, and will continue to review, details associated with the cost code changes. Based on our reviews to date, Schedio Group has no reason to doubt the validity of the cost code changes. Schedio Group reserves the right to revise any verified amount(s) and its(their) respective assignment to a Cost Code or Job Code throughout the review process.



### **ENGINEER'S VERIFICATION**

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 9, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from February 7, 2020 (date of COA Invoice No. 612052) to March 1, 2022 (date of OxBlue Invoice No. 468770), are reasonably valued at \$1,241,498.25.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.

March 9, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349



### **EXHIBIT A**

**SUMMARY OF COSTS REVIEWED** 

### **SUMMARY OF COSTS REVIEWED BY JOB CODE**

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 45	DEVELOPER DRAW 45	TAH CAB/SPINE DRAWW 45	AH IN TRACT DRAW 45	AF ARTA DRAW 45	AF ATEC SPINE DRAW 45
	Overall Project (Non Specific)	\$ 696,049.26	\$ -	\$ 691,360.76	\$ -	\$ -	\$ 4,688.50
	Mass Grading	\$ 39,459.64	\$ -	\$ 39,459.64	\$ -	\$ -	\$ -
104	Engineer's Report and Verification of Costs	\$ 20,650.20	\$ -	\$ 16,478.20	\$ -	\$ 4,172.00	\$ -
140	ISP (Phase 1)	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -
	ISP (Phase 3)	\$ 16,960.90	\$ -	\$ 16,960.90	\$ -	\$ -	\$ -
143	ISP (Phase 4)	\$ 2,856.75	\$ -	\$ 2,856.75	\$ -	\$ -	\$ -
144	32nd Aveue Phase 1	\$ 31,513.90	\$ -	\$ 31,513.90	\$ -	\$ -	\$ -
145	32nd Aveue Phase 2	\$ 285.00	\$ -	\$ 285.00	\$ -	\$ -	\$ -
151	E-470	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
152	Public Art	\$ 1,782.50	\$ -	\$ 1,782.50	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 2,070.99	\$ -	\$ 2,070.99	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ 11,305.55	\$ -	\$ 96.72	\$ -	\$ 11,208.83	\$ -
210	E470 Interchange (Phase 1)	\$ 3,763.35	\$ -	\$ -	\$ -	\$ 3,763.35	\$ -
211	E470 Interchange (Phase 1.5)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
212	E470 Interchange (Phase 2)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
213	E470 Interchange (Phase 3)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
214	E470 Interchange (Phase 4)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 24,939.95	\$ -	\$ 24,939.95	\$ -	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 3,443.51	\$ -	\$ 3,443.51	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
232	38th Place (Main St to Denali Blvd)	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 218,183.96	\$ -	\$ 124,185.53	\$ -	\$ 93,998.43	\$ -
244	TAH Parkway (30th-26th)	\$ 188,911.37	\$ -	\$ 38,915.89	\$ -	\$ 149,995.48	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 2,029.10	\$ -	\$ -	\$ -	\$ 2,029.10	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 993.37	\$ -	\$ -	\$ -	\$ 993.37	\$ -
248	38th Pkwy (Powhaton Rd to Monaghan Rd)	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
249	38th Pkwy (TAH Pkwy to Powhaton Rd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 5,262.66	\$ -	\$ 5,262.66	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
289	Pond Improvements	\$ 17,135.50	\$ -	\$ 17,135.50	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 2,214.05	\$ -	\$ -	\$ -	\$ 2,214.05	\$ -
291	I-70 Interchange (Phase 2)	\$ 27,399.05	\$ -	\$ -	\$ -	\$ 27,399.05	\$ -
292	I-70 Interchange (Phase 3)	\$ 1,164.05	\$ -	\$ -	\$ -	\$ 1,164.05	\$ -
293	I-70 Interchange (Phase 4)	\$ 6,864.05	\$ -	\$ -	\$ -	\$ 6,864.05	\$ -
294	I-70 Interchange (Phase 5)	\$ 22,304.05		\$ -	\$ -	\$ 22,304.05	\$ -
300	Powhaton Rd (I-70-26th Ave)	\$ 26,332.67	\$ -	\$ -	\$ -	\$ 26,332.67	\$ -
301	Powhaton Road (26th-38th)	\$ 73,261.92	\$ -	\$ -	\$ -	\$ 73,261.92	\$ -
302	Powhaton Road (38th-48th)	\$ 2,332.66	\$ -	\$ -	\$ -	\$ 2,332.66	\$ -
320	48th Avenue (E470-Main St)	\$ 3,946.75	\$ -	\$ -	\$ -	\$ 3,946.75	\$ -
330	West Village Ave (Main St-26th)	\$ 11,705.00	\$ -	\$ 11,705.00	\$ -	\$ -	\$ -
331	West Village Ave (Hogan St-26th)	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -
343	32nd Avenue	\$ 25,616.70	\$ -	\$ 25,616.70	\$ -	\$ -	\$ -
350	Mass Grading	\$ 201,453.27	\$ -	\$ 201,453.27	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
531	Park 01	\$ 4,153.50	\$ -	\$ 4,153.50	\$ -	\$ -	\$ -
535	Park 05	\$ 1,035.00	\$ -	\$ 1,035.00	\$ -	\$ -	\$ -
900	General In-Tract Costs	\$ 11,217.13	\$ 47,943.60	\$ -	\$ (36,726.47)	\$ -	\$ -
901	Filing 01 - RAH	\$ 3,988.00	\$ 3,245.97	\$ -	\$ 742.03	\$ -	\$ -
904	Filing 04 - Pulte	\$ 1,134.00	\$ 1,408.15	\$ -	\$ (274.15)	\$ -	\$ -
907	Filing 07	\$ -	\$ 170.10	\$ -	\$ (170.10)	\$ -	\$ -
910	Filing 10	\$ 6,728.00	\$ 996.45	\$ -	\$ 5,731.55	\$ -	\$ -
916	Filing 16	\$ 1,134.00	\$ 1,188.98	\$ -	\$ (54.98)	\$ -	\$ -

### **SUMMARY OF COSTS VERIFIED BY VENDOR**

VENDOR	TOTAL DRAW 45		DEVELOPER DRAW 45		TAH CAB/SPINE DRAW 45		AH IN TRACT DRAW 45		AF ARTA DRAW 45		AF ATEC SPINE DRAW 45	
AECOM	\$	280,194.97	\$	-	\$	43,805.97	\$	-	\$	231,700.50	\$	4,688.50
Aztec Consultants	\$	23,304.97	\$	-	\$	16,559.20	\$	-	\$	6,745.77	\$	-
Beam, Longest & Neff	\$	47,172.50	\$	-	\$	-	\$	-	\$	47,172.50	\$	-
Big West Consulting	\$	24,930.00	\$	-	\$	24,930.00	\$	-	\$	-	\$	-
Cage Civil Engineering	\$	2,125.00	\$	-	\$	2,125.00	\$	-	\$	-	\$	-
City of Aurora	\$	46,755.50	\$	-	\$	46,755.50	\$	-	\$	-	\$	-
Clanton & Associates	\$	14,894.00	\$	-	\$	14,691.50	\$	-	\$	202.50	\$	-
CTL Thompson	\$	35,392.88	\$	-	\$	4,997.57	\$	5,594.00	\$	24,801.31	\$	-
EV Studio	\$	49.60	\$	-	\$	49.60	\$	-	\$	-	\$	-
HR Green	\$	10,274.97	\$	-	\$	7,426.81	\$	-	\$	2,848.16	\$	-
JHL	\$	839,999.61	\$	-	\$	777,117.52	\$	-	\$	62,882.09	\$	-
Matrix	\$	-	\$	47,943.60	\$	-	\$	(47,943.60)	\$	-	\$	-
Merrick	\$	41,484.75	\$	-	\$	31,258.07	\$	-	\$	10,226.68	\$	-
My Asset Map	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Norris Design	\$	45,923.27	\$	-	\$	45,017.99	\$		\$	905.28	\$	-
OxBlue Corporation	\$	7,390.00	\$	5,987.11	\$	-	\$	1,402.89	\$	-	\$	-
Schedio Group	\$	30,908.66	\$	-	\$	15,519.53	\$	11,217.13	\$	4,172.00	\$	-
Stormwater Risk Mgmt	\$	183,745.25	\$	1,022.54	\$	142,509.83	\$	(1,022.54)	\$	41,235.42	\$	-
Summit Strategies	\$	97,866.78	\$	-	\$	94,647.78	\$	-	\$	3,069.00	\$	150.00
TOTALS>	\$	1,732,412.71	\$	54,953.25		1,267,411.87	\$	(30,752.12)	\$	435,961.21		4,838.50



### **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**



### **SUMMARY OF DOCUMENTS REVIEWED**

### **SERVICE PLANS**

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

### **DISTRICT AGREEMENTS**

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC
   Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board
   and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (Unexecuted)
- Amended and Restated Capital Construction and Reimbursement Agreement by and between The Aurora Highlands Community Authority Board and Aurora Highlands LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)
- Agreement Regarding Coordination of Facilities Funding for ATEC Development Area between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)

### **CONSTRUCTION DRAW REQUESTS**

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019



- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019
- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020
- AACMD Draw Request No. 27, dated September 17, 2020
- AACMD Draw Request No. 28, dated October 21, 2020
- AACMD Draw Request No. 29, dated November 17, 2020
- AACMD Draw Request No. 30, dated December 17, 2020
- AACMD Draw Request No. 31, dated January 18, 2021
- AACMD Draw Request No. 32, dated February 7, 2021
- AACMD Draw Request No. 33, dated March 6, 2021
- AACMD Draw Request No. 34, dated April 5, 2021
- AACMD Draw Request No. 35, dated May 11, 2021
- AACMD Draw Request No. 36, dated June 7, 2021
- AACMD Draw Request No. 37, dated July 2, 2021
- AACMD Draw Request No. 38, dated August 10, 2021
- AACMD Draw Request No. 39, dated September 7, 2021
- AACMD Draw Request No. 40, dated October 12, 2021
- AACMD Draw Request No. 41, dated November 14, 2021
- AACMD Draw Request No. 42, dated December 8, 2021
- AACMD Draw Request No. 43, dated January 12, 2022
- AACMD Draw Request No. 44, dated February 8, 2022



- AACMD Draw Request No. 45, dated March 7, 2022



# THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD AND AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

# ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

### **IN-TRACT IMPROVEMENTS**

IN TRACT HOME BUILDER EXPENSES

PREPARED BY: SCHEDIO GROUP LLC

808 9<sup>TH</sup> STREET
GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: March 11, 2022

PROJECT: 181106 AAMCD (IN-TRACT)

Engineer's Report and Verification of Costs No. 5



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### **ENGINEER'S REPORT**

### **INTRODUCTION**

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs, commonly referred to as "In-Tract Expenses", that are eligible to be paid for by Series B bonds. This Report is the 5th deliverable associated with the MSA.

The Capital Construction and Reimbursement Agreement (In-Tract Improvements) between The Aurora Highlands Community Authority Board ("CAB") and Aurora Highlands, LLC ("Developer") entered into June 24, 2020 states, "The Developer intends to enter into a Waiver and Release of Reimbursement Rights agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the IN-Tract Improvements…"

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Pulte Home Company, LLC ("Pulte Homes" and "Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Richmond American Homes of Colorado, Inc. ("Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

As a result of the three agreements referenced above, reimbursements associated with costs verified herein as associated with the design and construction of In-Tract Public Improvements will be reimbursed by the CAB to the Developer.

### **SUMMARY OF FINDINGS**

To date, Schedio Group has reviewed a total of \$25,153,510.69 of incurred expenses associated with In-Tract Improvements. Of the \$25,153,510.69 reviewed, Schedio Group has verified \$17,059,231.09 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer, to date, is \$17,059,231.09.

Per The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 4, prepared by Schedio Group LLC and dated February 17, 2021 ("ERVC4"), Schedio Group reviewed a total of \$22,901,353.55 of incurred expenses associated with In-Tract Improvements. The total amount reviewed for ERVC4 has been revised to \$22,861,311.55. This revision was necessary as several invoices in ERVC4 lacked proofs of payments at the time that ERVC4 was finalized, but have been made available



for this Report. Of the \$22,861,311.55 reviewed, Schedio Group had verified \$15,991,790.43 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$15,991,790.43.

Regarding this Report, Schedio Group has reviewed \$2,292,199.14 of incurred expenses associated with In-Tract Improvements from the following sources:

Bridgewater Homes in the amount of \$ 770,585.70

Pulte Homes in the amount of \$ 84,041.16

Richmond American Homes in the amount of \$ 1,437,572.27

Of the \$2,292,199.14 reviewed, Schedio Group has verified **\$1,067,440.67** as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$1,067,440.67**. See Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source and Figure 2 – Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category below.

SOURCE	TOT VER PUB AMT			PREV VER PUB AMT	CUR VER PUB AMT			
DRAWS								
Draws 1-30 (Revised) + Past Expenses	\$	479,621.06	\$	479,621.06	\$	-		
Draws 31-40	\$	171,365.34	\$	171,365.34	\$	-		
Draw 41 (Ver No. 3)	\$	11,005.98	\$	11,005.98	\$	-		
HOME BUILDER EXPENSES								
Bridgewater Homes - Filing 10 - Ver No. 5	\$	4,079.19	\$	-	\$	4,079.19		
Pulte Homes - All Filings - Ver No. 2 - All Filings	\$	845,937.86	\$	845,937.86	\$	-		
Pulte Homes - All Filings - Ver No. 4 - All Filings	\$	3,034,197.91	\$	3,034,197.91	\$	-		
Pulte Homes - All Filings - Ver No. 5 - All Filings		46,333.14	\$	-	\$	46,333.14		
Richmond American Homes - Ver No. 1 - All Filings	\$	4,978,906.39	\$	4,978,906.39	\$	-		
Richmond American Homes - Ver No. 2 - All Filings	\$	4,045,673.57	\$	4,045,673.57	\$	=		
Richmond American Homes - Ver No. 3 - All Filings	\$	1,105,658.04	\$	1,105,658.04	\$	-		
Richmond American Homes - Ver No. 4 - All Filings	\$	1,319,424.28	\$	1,319,424.28	\$	=		
Richmond American Homes - Ver No. 5 - All Filings	\$	1,017,028.34	\$	-	\$	1,017,028.34		
TOTALS>	\$	17,059,231.09	\$	15,991,790.42	\$	1,067,440.67		

Figure 1 - Summary of Verified In-Tract Public Improvements Segregated by Source

	TOTAL AMT VERIFIED (Verification Nos. 1 through 5)			PREVIOUS AMT VERIFIED Verification Nos. 1 & 4)	CURRENT AMT VERIFIED (Verification No. 5)		
SOFT AND INDIRECT COSTS							
Streets	\$	668,673.67	\$	607,843.32	\$	60,830.35	
Water	\$	433,081.68	\$	402,216.16	\$	30,865.52	
Sanitary Sewer	\$	454,885.89	\$	427,836.53	\$	27,049.35	
Parks and Recreation	\$	460,940.64	\$	425,078.28	\$	35,862.35	
TOTAL SOFT AND INDIRECT COSTS>	\$	2,017,581.87	\$	1,862,974.29	\$	154,607.58	
HARD COSTS							
Streets	\$	8,439,196.04	\$	7,601,578.74	\$	837,617.30	
Water	\$	2,640,152.74	\$	2,607,769.22	\$	32,383.52	
Sanitary Sewer	\$	2,469,884.09	\$	2,444,478.99	\$	25,405.10	
Parks and Recreation	\$	1,492,416.35	\$	1,474,989.18	\$	17,427.17	
TOTAL HARD COSTS>	\$	15,041,649.22	\$	14,128,816.13	\$	912,833.09	
SOFT AND INDIRECT + HARD COSTS							
Streets	\$	9,107,869.71	\$	8,209,422.06	\$	898,447.66	
Water	\$	3,073,234.42	\$	3,009,985.38	\$	63,249.04	
Sanitary Sewer	\$	2,924,769.97	\$	2,872,315.52	\$	52,454.45	
Parks and Recreation	\$	1,953,356.99	\$	1,900,067.47	\$	53,289.52	
TOTAL SOFT AND INDIRECT + HARD COSTS>	\$	17,059,231.09	\$	15,991,790.43	\$	1,067,440.67	

Figure 2 - Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category



As a result, Schedio Group recommends that **\$1,067,440.67** be reimbursed from the CAB to the Developer.

#### **DETERMINATION OF PUBLIC PRORATION PERCENTAGES**

The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the plats. See *Figure 3 – Determination of Public Proration Percentages* below.

FILING	TOTAL OVERALL AREA	TOTAL PRIVATE AREA	% PRI	TOTAL PUBLIC AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1,959,280	631,998	32.26%	1,327,282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2,595,570	1,328,476	51.18%	1,267,094	48.82%
The Aurora Highlands Subdivision Filing No. 04	180,302	84,729	46.99%	95,573	53.01%
The Aurora Highlands Subdivision Filing No. 05	676,744	308,421	45.57%	368,323	54.43%
The Aurora Highlands Subdivision Filing No. 06	370,093	220,301	59.53%	149,792	40.47%
The Aurora Highlands Subdivision Filing No. 08	1,640,462	1,022,831	62.35%	659,722	40.22%
The Aurora Highlands Subdivision Filing No. 10	2,699,670	1,449,009	53.67%	1,250,661	53.67%
The Aurora Highlands Subdivision Filing No. 11	675,049	-	0.00%	675,049	100.00%
The Aurora Highlands Subdivision Filing No. 13	93,316	93,316	100.00%	-	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253024	58.54%	887394	41.46%
The Aurora Highlands Subdivision Filing No. 16	3069264	1942984	63.30%	1126280	36.70%

Figure 3 - Determination of Public Proration Percentages

Public Proration Percentages were calculated and applied as deemed appropriate by Schedio Group.

### **VERIFICATION OF COSTS**

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

#### **VERIFICATION OF PAYMENTS**

Schedio Group verified proofs of payments totaling \$1,531,952.12 associated with costs reviewed in this Report. Of the \$1,531,952.12 in verified payments, \$1,067,440.67 is associated with the design and construction of Public Improvements.

### **VERIFICATION OF CONSTRUCTION**

Schedio Group LLC performed a site visit on March 4, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

### **SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES**

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.



### **ENGINEER'S VERIFICATION**

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 11, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report, from February 2019 to February 2022 are reasonably valued at \$1,067,440.67.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the In-Tract Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for Developer Reimbursement by The Aurora Highlands Community Authority Board to Aurora Highlands, LLC.

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of \$1,067,440.67 related to:

- The Aurora Highlands In-Tract Public Improvements in the amount of \$1,067,440.67.

March 11, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349



## **EXHIBIT A**

The Aurora Highlands In Tract Exper In Tract Expenses - Verification No.											1/4 Splits 1/3 Splits	25.00% 33.33%	25.00% 33.33%	25.00% 33.33%	25.00% 33.33%
											1/2 Splits	50.00%	50.00%	50.00%	50.00%
VER NO TYPE FILING	IG SOURCE VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT		FINAL INV AMT CHK NO PMT DATE	PMT AMT PAYOR DATE CLEARED	VER PMT AMT % PRI	PRI AMT % PUB PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
1 Soft FILING C	01 DRAWS 1-30 Aztec	Filing 1 Construction Staking	79795	01/17/20	\$ 2,250,00	\$ -	\$ 2,250.00 d by District/Dev. Ad NA	\$ 2,250.00 CAB Pd Through Draw	\$ 2,250.00 30.19% \$	679.37 69.81% \$ 1,570	63 \$ 1,570.63	\$ 392.66 \$	392.66	\$ 392.66	\$ 392.66
1 Soft FILING C	04 DRAWS 1-30 City of Aurora	Filing 04 Plan Review Fees	608134	05/22/20	\$ 9,040.00	\$ -	\$ 9,040.00 Pd Through Draw NA	\$ 9,040.00 CAB Pd Through Draw	\$ 9,040.00 46.99% \$	4,248.15 53.01% \$ 4,791	85 \$ 4,791.85	\$ 1,197.96 \$	1,197.96	\$ 1,197.96	\$ 1,197.96
1 Soft FILING C 1 Soft FILING C	5 05 DRAWS 1-30 City of Aurora 5 01 DRAWS 1-30 Contour	Filing 05 Plan Review Fees Residential F1 EWEC - TO36	609819 1056-19	06/09/20 01/24/20	\$ 3,955.00 \$ 563.00	\$ -	\$ 3,955.00 Pd Through Draw NA \$ 563.00 Pd Through Draw NA	\$ 3,955.00 CAB Pd Through Draw \$ 563.00 CAB Pd Through Draw	\$ 3,955.00 45.57% \$ \$ 563.00 32.26% \$	1,802.46 54.43% \$ 2,152 181.60 67.74% \$ 381	54 \$ 2,152.54 40 \$ 381.40	\$ 538.13 \$ \$ 95.35 \$	538.13 S	\$ 538.13 \$ 95.35	\$ 95.35
	01 DRAWS 1-30 Contour	Residential F1 EWEC - TO36	1056-20	02/26/20	\$ 7,712.00	\$ -	\$ 7,712.00 Pd Through Draw NA	\$ 563.00 CAB Pd Through Draw \$ 7,712.00 CAB Pd Through Draw	\$ 7,712.00 32.26% \$	2,487.63 67.74% \$ 5,224	37 \$ 5,224.37	\$ 1,306.09 \$	1,306.09 \$	\$ 1,306.09	\$ 1,306.09
1 Soft FILING 1 1 Soft FILING 0	5 13 DRAWS 1-30 HR Green Development 5 04 DRAWS 1-30 HR Green Development	Engineering Services Filing 13 Engineering Services Filing 4	138805 138810	10/20/20	\$ 6,639.60 \$ 67,960.06		\$ 6,639.60 Pd by TAH NA \$ 67,960.06 Pd by TAH NA	\$ 6,639.60 CAB Pd Through Draw \$ 67,960.06 CAB Pd Through Draw	\$ 6,639.60 0.00% \$ \$ 67,960.06 0.00% \$	- 100.00% \$ 6,639 - 100.00% \$ 67,960		\$ 1,659.90 \$ \$ 16,990.02 \$	1,659.90 \$	\$ 1,659.90 \$ 16,990.02	
1 Soft FILING C	13	Engineering Services Filing 5	138811	10/20/20 10/20/20	\$ 125,098.75	\$ -	\$ 125,098.75 Pd by TAH NA	\$ 125,098.75 CAB Pd Through Draw	\$ 125,098.75 0.00% \$	- 100.00% \$ 125,098	75 \$ 125,098.75	\$ 31,274.69 \$	31,274.69 \$	\$ 31,274.69	\$ 31,274.69
1 Soft FILING C 1 Soft FILING C	506   DRAWS 1-30   HR Green Development   504   DRAWS 1-30   Norris Design, Inc.	Engineering Services Filing 6 TAH Filing 4 CSP and Plat	138804 01-61649	10/20/20	\$ 94,333.50 \$ 20,279.20	\$ - \$ -	\$ 94,333.50 Pd by TAH NA \$ 20,279.20 Pd Through Draw NA	\$ 94,333.50 CAB Pd Through Draw \$ 20,279.20 CAB Pd Through Draw \$ 48,720.00 CAB Pd Through Draw	\$ 94,333.50 0.00% \$ \$ 20,279.20 0.00% \$	- 100.00% \$ 94,333 - 100.00% \$ 20,279	50 \$ 94,333.50 20 \$ 20.279.20	\$ 23,583.38 \$ \$ 5,069.80 \$	23,583.38 5	\$ 23,583.38 \$ 5.069.80	\$ 23,583.38 \$ 5,069.80
1 Soft FILING C	05 DRAWS 1-30 Norris Design, Inc.	TAH Filing 5 CSP and Plat	01-61647	09/30/20	\$ 48,720.00	\$ -	\$ 48,720.00 Pd Through Draw NA	\$ 48,720.00 CAB Pd Through Draw	\$ 48,720.00 0.00% \$	- 100.00% \$ 48,720	00 \$ 48,720.00	\$ 12,180.00 \$	12,180.00 \$	\$ 12,180.00	\$ 12,180.00
1 Soft FILING 0	5 08 DRAWS 1-30 Norris Design, Inc. Fract DRAWS 1-30 Schedio Group	TAH Filing 8 CSP and Plat  Cost Verification - In Tract Improvements	01-61648 181106-18-0672	09/30/20	\$ 36,300.60 \$ 5,250.00	\$ -	\$ 36,300.60 Pd Through Draw NA \$ 5,250.00 TO BE PAID 01/03/22	\$ 36,300.60 CAB Pd Through Draw \$ 5,250.00 Pulte Homes 01/03/22	\$ 36,300.60 0.00% \$ \$ 5,250.00 0.00% \$	- 100.00% \$ 36,300 - 100.00% \$ 5,250	60 \$ 36,300.60 00 \$ 5,250.00	\$ 9,075.15 \$ \$ 1,312.50 \$	9,075.15 \$	\$ 9,075.15 \$ 1,312.50	\$ 9,075.15 \$ 1,312.50
1 Hard FILING 0	01 DRAWS 1-30 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 1	01/24/20	\$ 5,823.00	\$ 291.15	\$ 5,531.85 Pd Through Draw NA	\$ 5,531.85 CAB Pd Through Draw	\$ 5,531.85 0.00% \$	- 100.00% \$ 5,531		\$ 1,382.96 \$	1,382.96 \$	\$ 1,382.96	\$ 1,382.96
1 Hard FILING C	501 DRAWS 1-30 Stormwater Risk Management 501 DRAWS 1-30 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC Residential F1 - P1 & P2 EWEC	Pay App 2 Pay App 3	02/24/20 03/24/20	\$ 4,713.60 \$ 5.821.05	\$ 235.68 \$ 291.05	\$ 4,477.92 Pd Through Draw NA \$ 5,530.00 Pd Through Draw NA	\$ 4,477.92 CAB Pd Through Draw \$ 5,530.00 CAB Pd Through Draw	\$ 4,477.92 76.66% \$ \$ 5,530.00 7.23% \$	3,432.92 23.34% \$ 1,045 400.00 92.77% \$ 5.130	00 \$ 1,045.00 00 \$ 5,130.00	\$ 261.25 \$ \$ 1,282.50 \$	261.25 \$ 1,282.50 \$	\$ 261.25 \$ 1,282.50	\$ 261.25 \$ 1,282.50
1 Hard FILING C	01 DRAWS 1-30 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 4	04/28/20	\$ 15,806.78	\$ 790.34	\$ 15,016.44 Pd Through Draw NA	\$ 15,016.44 CAB Pd Through Draw	\$ 15,016.44 14.09% \$	2,115.17 85.91% \$ 12,901	27 \$ 12,901.27	\$ 3,225.32 \$	3,225.32 \$	\$ 3,225.32	\$ 3,225.32
1 Hard FILING	DRAWS 1-30   Stormwater Risk Management   DRAWS 1-30   Stormwater Risk Management	Residential F1 - P1 & P2 EWEC  Residential F1 - P1 & P2 FWEC	Pay App 5	05/26/20 06/24/20	\$ 7,074.23 \$ 8,039.40	\$ 353.71 \$ 401.97	\$ 6,720.52 Pd Through Draw NA \$ 7,637.43 Pd Through Draw NA	\$ 6,720.52 CAB Pd Through Draw \$ 7,637.43 CAB Pd Through Draw	\$ 6,720.52 36.75% \$ \$ 7,637.43 43.74% \$	2,470.00 63.25% \$ 4,250 3,340.52 56.26% \$ 4,296		\$ 1,062.63 \$ \$ 1.074.23 \$	1,062.63 \$	\$ 1,062.63 \$ 1,074.23	
1 Hard FILING C	501 DRAWS 1-30 Stormwater Risk Management 501 DRAWS 1-30 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 6 Pay App 7	07/28/20	\$ 6,016.20		\$ 5,715.39 Pd Through Draw NA	\$ 5,715.39 CAB Pd Through Draw	\$ 5,715.39 0.00% \$	- 100.00% \$ 5,715		\$ 1,428.85 \$	1,428.85	\$ 1,428.85	
1 Hard FILING C	01 DRAWS 1-30 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 8	10/31/20	\$ 960.00 \$ 5,580.00		S 912.00 Pd Through Draw NA	\$ 912.00 CAB Pd Through Draw \$ 5,580.00 CAB Pd Through Draw	S 912.00 0.00% S	- 100.00% \$ 912 1.799.92 67.74% \$ 3.780		\$ 228.00 \$ \$ 945.02 \$	228.00 \$ 945.02 \$	\$ 228.00 \$ 945.02	\$ 228.00
1 Hard FILING	501 DRAWS 1-30 Stormwater Risk Management 501 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01 Stormwater Mgmt - Residential F01	Pay App 15 Pay App 16	03/25/20 04/28/20	\$ 5,580.00 \$ 1.585.00	\$ -	\$ 5,580.00 Pd Through Draw NA \$ 1,585.00 Pd Through Draw NA	\$ 1,585.00 CAB Pd Through Draw \$ 1,585.00 CAB Pd Through Draw	\$ 5,580.00 32.26% \$ \$ 1.585.00 32.26% \$	1,799.92 67.74% \$ 3,780 511.27 67.74% \$ 1,073		\$ 945.02 \$ \$ 268.43 \$	945.02 \$	\$ 945.02 \$ 268.43	
1 Hard FILING C	01 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 17	05/27/20	\$ 1,585.00	\$ -	\$ 1,585.00 Pd Through Draw NA	\$ 1,585.00 CAB Pd Through Draw	\$ 1,585.00 32.26% \$	511.27 67.74% \$ 1,073	73 \$ 1,073.73	\$ 268.43 \$	268.43 \$	\$ 268.43	\$ 268.43
1 Hard FILING C	501 DRAWS 1-30 Stormwater Risk Management 501 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01 Stormwater Mgmt - Residential F01	Pay App 18 Pay App 19		\$ 1,585.00 \$ 1.585.00		\$ 1,585.00 Pd Through Draw NA \$ 1,585.00 Pd Through Draw NA	\$ 1,585.00 CAB Pd Through Draw \$ 1,585.00 CAB Pd Through Draw	\$ 1,585.00 32.26% \$ \$ 1.585.00 32.26% \$	511.27 67.74% \$ 1,073 511.27 67.74% \$ 1.073		\$ 268.43 \$ \$ 268.43 \$	268.43 \$ 268.43 \$	\$ 268.43 \$ 268.43	S 268.43
1 Hard FILING C	01 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 20	08/31/20	\$ 1,585.00	\$ -	\$ 1,585.00 Pd Through Draw NA	\$ 1,585.00 CAB Pd Through Draw	\$ 1,585.00 32.26% \$	511.27 67.74% \$ 1,073	73 \$ 1,073.73	\$ 268.43 \$	268.43 \$	\$ 268.43	\$ 268.43
1 Hard FILING 0	5 01 DRAWS 1-30 Stormwater Risk Management 5 01 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01 Stormwater Mgmt - Residential F01	Pay App 21 Pay App 22	09/28/20 10/31/20	\$ 1,585.00 \$ 1,585.00		\$ 1,585.00 Pd Through Draw NA \$ 1,585.00 Pd Through Draw NA	\$ 1,585.00 CAB Pd Through Draw \$ 1,585.00 CAB Pd Through Draw	\$ 1,585.00 32.26% \$ \$ 1,585.00 32.26% \$	511.27 67.74% \$ 1,073 511.27 67.74% \$ 1,073		\$ 268.43 \$ \$ 268.43 \$	268.43 \$ 268.43 \$	\$ 268.43 \$ 268.43	
1 Hard FILING 0	01 DRAWS 1-30 Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 23	11/30/20	\$ 1,585.00	\$ -	\$ 1,585.00 TO BE PAID NA	\$ 1,585.00 CAB Pd Through Draw	\$ 1,585.00 32.26% \$	511.27 67.74% \$ 1,073	73 \$ 1,073.73	\$ 268.43 \$	268.43	\$ 268.43	\$ 268.43
1 Soft FILING C 1 Soft FILING C	5 01 DRAWS 1-30 Summit Strategies 5 01 DRAWS 1-30 Terra Forma Solutions	Residential Filing 01 - CM Mgmt Residential Filing 01 - CM Mgmt	Draws 1-30 Draws 1-30	Multiple Multiple	\$ 1,897.00 \$ 10.660.25		\$ 1,897.00 Pd Through Draw NA \$ 10.660.25 Pd Through Draw NA	\$ 1,897.00 CAB Pd Through Draw \$ 10.660.25 CAB Pd Through Draw	\$ 1,897.00 30.19% \$ \$ 10.660.25 30.19% \$	572.78 69.81% \$ 1,324 3.218.78 69.81% \$ 7.441		\$ 331.06 \$ \$ 1.860.37 \$	331.06 \$ 1.860.37 \$	\$ 331.06 \$ 1.860.37	
1 Soft FILING C	02 RAH AG Wassenaar	Geotechnical Site Development Study	301960	04/26/19	\$ 31,800.00	\$ -	\$ 31,800.00 1096133 05/30/19	\$ 31,800.00 RAH 06/06/19	\$ 31,800.00 32.26% \$	10,257.61 67.74% \$ 21,542	39 \$ 21,542.39	\$ 5,385.60 \$	5,385.60 \$	\$ 5,385.60	
1 Hard FILING 0 1 Soft FILING 0		Aurora Highland 2020-14 21420-09 The Aurora Highlands Filing 1	Multiple Multiple	Multiple Multiple	\$ 2,053,403.25 \$ 4,644.01	\$ 100,826.80	\$ 1,952,576.45 Multiple Multiple \$ 4,644.01 Multiple Multiple	\$ 1,952,576.45 RAH Multiple \$ 4,664.01 RAH Multiple	\$ 1,952,576.45 0.00% \$ \$ 4,664.01 75.65% \$	- 100.00% \$ 1,952,576 3,513.15 24.35% \$ 1,130		\$ 1,914,305.95 \$ \$ 282.72 \$	282.72	\$ - \$ 282.72	\$ -
1 Soft FILING C	601 RAH Aztec Consultants Aztec Consultants	Test Holes (CS)	66739	04/12/19	\$ 2,750.00	\$ -	\$ 2,750.00 1095403 05/17/19	\$ 2,750.00 RAH 05/24/19	\$ 2,750.00 32.26% \$	887.06 67.74% \$ 1,862		\$ 465.74 \$	465.74	\$ 465.74	
1 Hard FILING C		TAH Filing 1 20-050	Multiple	Multiple	\$ 814,538.58	\$ 9,966.55	\$ 804,572.03 Multiple Multiple	\$ 883,670.73 RAH Multiple \$ 7,473.00 RAH 11/06/20	\$ 883,670.73 42.67% \$	343,321.86 57.33% \$ 461,250		\$ 71,384.60 \$	44,999.83	\$ 44,999.83	
1 Hard FILING C 1 Soft FILING C		Aurora Highlands Erosion control  Phase 1 Environmental & Bio Assessment	10244 509435	10/16/20 04/30/19	\$ 7,473.00 \$ 3,500.00	\$ -	\$ 7,473.00 2.0311E+13 11/06/20 \$ 3,500.00 1096994 06/14/19	\$ 7,473.00 RAH 11/06/20 \$ 3,500.00 RAH 06/20/20	\$ 7,473.00 32.26% \$ \$ 3,500.00 32.26% \$	2,410.54 67.74% \$ 5,062 1,128.98 67.74% \$ 2,371	46 \$ 5,062.46 02 \$ 2,371.02	\$ 1,265.62 \$ \$ 592.75 \$	1,265.62 \$ 592.75 \$	\$ 1,265.62 \$ 592.75	\$ 1,265.62 \$ 592.75
1 Soft FILING C		181259 The Aurora Highlands	Multiple	Multiple	\$ 224,651.52	\$ -	\$ 224,651.52 Multiple Multiple	\$ 224,651.52 RAH Multiple	\$ 224,651.52 29.95% \$ \$ 202,366.51 0.00% \$	67,272.49 70.05% \$ 157,379	03 \$ 157,379.03	\$ 40,733.76 \$	38,881.76	\$ 38,881.76	\$ 38,881.76
1 Hard FILING 0		Aurora Highlands 502019 THE AURORA HIGHLANDS - FILING 1 20106	Multiple Multiple	Multiple Multiple	\$ 202,366.51 \$ 2,480,279.28	\$ 126.737.73	\$ 202,366.51 Multiple Multiple \$ 2,353,541.55 Multiple Multiple	\$ 202,366.51 RAH Multiple \$ 2,353,541.55 RAH Multiple	\$ 202,366.51 0.00% \$ \$ 2,353,541.55 9.37% \$	220,623.10 90.63% \$ 2,132,918		S 1.113.193.37 S	561,705.15	\$ 436,485.13	\$ 202,366.51 \$ 21,534.79
1 Soft FILING C	6 01 RAH Norris Design, Inc.	Karl's Farm - Parcels A & B. Major SP-FP 0061-01-2176	Multiple	Multiple	\$ 80.00	\$ -	S 80.00 Multiple Multiple	\$ 80.00 RAH Multiple	\$ 80.00 100.00% \$	80.00 0.00% S	s -	\$ - \$	- 9	\$ -	ς -
1 Soft FILING 0 1 Soft FILING 0		Tah Filing 1 CSP & Plat 0061-01-0155 Tah Filing 2 0061-01-2089	Multiple Multiple	Multiple Multiple	\$ 66,603.34 \$ 31,583.70		\$ 66,603.34 Multiple Multiple \$ 31,583.70 Multiple Multiple	\$ 66,603.34 RAH Multiple \$ 31,583.70 RAH Multiple	\$ 66,603.34 17.74% \$ \$ 31,583.70 24.23% \$	11,818.26 82.26% \$ 54,785 7,652.17 75.77% \$ 23,931		\$ 20,561.90 \$ \$ 5,982.88 \$	6,830.65 S	\$ 6,830.65 \$ 5,982.88	
1 Soft FILING 0	01 RAH Raspanti Consulting Services	Dry Utility Consulting	1879	10/11/20 02/09/21	\$ 260.00	\$ -	\$ 260.00 1123034 10/23/20	\$ 260.00 RAH 11/03/20	\$ 260.00 100.00% \$	260.00 0.00% \$	\$ -	\$ - \$	- 5	- دَ	\$ -
2 Soft FILING C 2 Soft FILING C	5 03 DRAWS 31-40 City of Aurora 5 04 DRAWS 31-40 City of Aurora	Filing 03 Plan Review Fees - Neighborhood Park Filing 04 Plan Review Fees - Landscape and Walls	633141 631361	02/09/21 01/20/21	\$ 636.00 \$ 564.00		\$ 636.00 Pd Through Draw NA \$ 564.00 Pd Through Draw NA	\$ 636.00 CAB Pd Through Draw \$ 564.00 CAB Pd Through Draw	\$ 636.00 0.00% \$ \$ 564.00 0.00% \$	- 100.00% \$ 636 - 100.00% \$ 564		\$ - \$	- 9	-	\$ 636.00 \$ 564.00
2 Soft FILING C	05 DRAWS 31-40 City of Aurora	Filing 05 Plan Review Fees - Masonry Wall, Metal Fence, Chains and	631371	01/20/21 06/18/21	\$ 564.00	\$ -	\$ 564.00 Pd Through Draw NA	\$ 564.00 CAB Pd Through Draw	\$ 564.00 0.00% \$	- 100.00% \$ 564	00 S 564.00	\$ 282.00 \$	- \$	- ذ	\$ 282.00 \$ 282.00
	5 08 DRAWS 31-40 City of Aurora 5 10 DRAWS 31-40 City of Aurora	Filing 08 Plan Review Fees - Landscape Island, Masonry Walls, Storm Filing 10 Plan Review Fees - Masonry Wall, Metal Fence, Chains and	645664 631370	06/18/21	\$ 564.00 \$ 564.00	\$ - \$ -	\$ 564.00 Pd Through Draw NA \$ 564.00 Pd Through Draw NA	\$ 564.00 CAB Pd Through Draw \$ 564.00 CAB Pd Through Draw	\$ 564.00 0.00% \$ \$ 564.00 0.00% \$	- 100.00% \$ 564 - 100.00% \$ 564		\$ 282.00 \$ \$ 282.00 \$	- 9	-	\$ 282.00
2 Soft FILING 1	5 11 DRAWS 31-40 City of Aurora	Filing 11 Plan Review Fees - H Street	613687	01/20/21 01/27/21	\$ 19,395.20	\$ -	\$ 19,395.20 Pd Through Draw NA	\$ 40,294.20 CAB Pd Through Draw	\$ 40,294.20 0.00% \$	- 100.00% \$ 19,395	20 \$ 19,395.20	\$ 19,395.20 \$	- \$	j -	\$ -
	5 11 DRAWS 31-40 City of Aurora 5 11 DRAWS 31-40 City of Aurora	Filing 11 Plan Review Fees - H Street Filing 11 Plan Review Fees - Sidewalk, Pond Access, Landscape Island	636643 649187	03/18/21	\$ 20,335.00 \$ 564.00	\$ - \$ -	\$ 20,335.00 Pd Through Draw NA \$ 564.00 Pd Through Draw NA	\$ 20,335.00 CAB Pd Through Draw \$ 564.00 CAB Pd Through Draw	\$ 20,335.00 0.00% \$ \$ 564.00 0.00% \$	- 100.00% \$ 20,335 - 100.00% \$ 564		\$ 20,335.00 \$	- 5	<u> </u>	\$ - \$ 564.00
2 Soft FILING 1	5 16 DRAWS 31-40 City of Aurora	Filing 16 Plan Review Fees - Metal Fencing, Landscape Island with M	647175	07/20/21 07/02/21	\$ 564.00	\$ -	\$ 564.00 Pd Through Draw NA	\$ 564.00 CAB Pd Through Draw	\$ 564.00 0.00% \$ \$ 564.00 0.00% \$	- 100.00% \$ 564	00 \$ 564.00	\$ 282.00 \$	- \$	-	\$ 564.00 \$ 282.00
2 Hard FILING 1	5 10 DRAWS 31-40 JHL Constructors 5 10 DRAWS 31-40 JHL Constructors	Bridgewater Filing No. 10 Utilities (Excluding Dry Utilities) Bridgewater Filing No. 10 Utilities (Excluding Dry Utilities)	90030	08/18/21	\$ 9,180.00 \$ 10,634.00	\$ -	\$         9,180.00         Pd Through Draw         Paid Through Draw           \$         10,634.00         Pd Through Draw         Paid Through Draw	\$ 9,180.00 CAB Pd Through Draw \$ 10,634.00 CAB Pd Through Draw	\$ 9,180.00 0.00% \$ \$ 10,634.00 0.00% \$	- 100.00% \$ 9,180 - 100.00% \$ 10,634		\$ 3,060.00 \$ \$ 3,544.67 \$	3,060.00 \$ 3,544.67 \$	\$ 3,060.00 \$ 3,544.67	
2 Soft OA In Tra	Tract DRAWS 31-40 Schedio Group	Cost Verification - In Tract Improvements	181106-0715	09/20/21 01/01/21	\$ 13,053.33	\$ -	\$ 13,053.33 Pd Through Draw 01/03/22	\$ 13,053.33 Pulte Homes 01/03/22	\$ 13,053.33 0.00% \$	- 100.00% \$ 13,053	33 \$ 13,053.33	\$ 3,263.33 \$	3,263.33	\$ 3,263.33	\$ 3,263.33
2 Soft OA In Tra	Tract DRAWS 31-40 Schedio Group 5 01 DRAWS 31-40 Stormwater Risk Management	Cost Verification - In Tract Improvements Residential F1 - P1 & P2 EWEC	Multiple Pay App No. 9	Multiple 11/31/20	\$ 46,505.92 \$ 25,650.01	\$ -	\$ 46,505.92 Pd Through Draw 01/03/22 \$ 25,650.01 Pd Through Draw NA	\$ 46,505.92 Pulte Homes 01/03/22 \$ 25,650.01 CAB Pd Through Draw	\$ 46,505.92 0.00% \$ \$ 25,650.01 32.26% \$	- 100.00% \$ 46,505 8,273.83 67.74% \$ 17,376	92 \$ 46,505.92 18 \$ 17.376.18	\$ 11,626.48 \$ \$ 4,344.04 \$	11,626.48 \$	\$ 11,626.48 \$ 4.344.04	\$ 11,626.48 \$ 4,344.04
2 Hard FILING 0	01 DRAWS 31-40 Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Multiple	Multiple	\$ 46,292.33	\$ 2,314.62	\$ 43,977.71 Pd Through Draw NA	\$ 43,977.71 CAB Pd Through Draw	\$ 43,977.71 32.26% \$	14,185.73 67.74% \$ 29,791	98 \$ 29,791.98	\$ 7,447.99 \$	7,447.99	\$ 7,447.99	\$ 7,447.99
2 Hard FILING C	5 01 DRAWS 31-40 Stormwater Risk Management 5 04 Pulte Aztec Consultants	Stormwater Mgmt - Residential F01	Pay App No. 24	11/31/20	\$ 1,585.00	\$ -	\$ 1,585.00 Pd Through Draw NA \$ 2,934.11 Vendor Stmt Multiple	\$ 1,585.00 CAB Pd Through Draw \$ 2,934.11 Pulte Homes Multiple	\$ 1,585.00 32.26% \$	511.27 67.74% \$ 1,073 2.151.34 26.68% \$ 782	73 \$ 1,073.73	\$ 268.43 \$	268.43 \$	\$ 268.43	\$ 268.43
2 Soft FILING C		164721-02 Aurora Highlands Filing 4-13 164721-02 Aurora Highlands Filing 4-13	111599	07/20/21	\$ 11,012.88	\$ -	\$ 11,012.88 Vendor Stmt Multiple  \$ 11,012.88 Vendor Stmt Multiple	\$ 11,012.88 Pulte Homes Multiple  \$ 11,012.88 Pulte Homes Multiple	\$ 11,012.88 73.32% \$	8,074.84 26.68% \$ 2,938	04 \$ 2,938.04	\$ 657.06 \$	728.66 \$	\$ 1,155.96	
2 Soft FILING 0 2 Soft FILING 1	08	164721-02 Aurora Highlands Filing 4-13	111599 111599	07/20/21	\$ 26,695.78 \$ 1,518.56	\$ -	\$ 26,695.78 Vendor Stmt Multiple \$ 1,518.56 Vendor Stmt Multiple	\$ 26,695.78 Pulte Homes Multiple \$ 1,518.56 Pulte Homes Multiple	\$ 26,695.78 73.32% \$ \$ 1,518.56 73.32% \$	19,573.82 26.68% \$ 7,121 1,113.44 26.68% \$ 405		\$ 1,592.74 \$	1,766.30 \$	\$ 2,802.10	\$ 960.81 \$ 54.65
2 Soft FILING 0		164721-02 Aurora Highlands Filing 4-13 TAH Filing 4	MULTIPLE	MULTIPLE	\$ 1,518.56 \$ 52,250.00	\$ -	\$ 52,250,00 Multiple Multiple	\$ 1,518.56 Putte Homes Multiple \$ 52,250.00 Pulte Homes 10/07/21	\$ 52,250.00 46.99% \$	24,553.75 53.01% \$ 27,696	25 \$ 27,696.25	\$ 6,924.06 \$	6,924.06	\$ 159.39	\$ 6,924.06
2 Soft FILING 0	05 Pulte Contour Services	TAH Filing 5	MULTIPLE	MULTIPLE	\$ 25,000.00 \$ 22,090.00	\$ -	\$ 25,000.00 Multiple Multiple \$ 22,090.00 Multiple Multiple	\$ 25,000.00 Pulte Homes 10/07/21 \$ 22,090.00 Pulte Homes 10/07/21	\$ 25,000.00 45.57% \$ \$ 22.090.00 59.78% \$	11,393.56 54.43% \$ 13,606 13,206.37 40,22% \$ 8,883	44 \$ 13,606.44	\$ 3,401.61 \$	3,401.61	\$ 3,401.61	\$ 3,401.6
2 Soft FILING C 2 Soft FILING C		TAH Filing 8 Compaction Testing - Sanitary Sewer	589951	07/31/21	\$ 1,335.00		\$ 22,090.00 Multiple Multiple \$ 1,335.00 Vendor Stmt 08/17/21	\$ 1,335.00 Pulte Homes 10/07/21 \$ 1,335.00 Pulte Homes 08/17/21	\$ 22,090.00 59.78% \$ \$ 1,335.00 0.00% \$	- 100.00% \$ 1,335			2,220.91 \$	\$ 2,220.91 \$ 1,335.00	
2 Soft FILING C	05 Pulte CTL Thompson	Compaction Testing - Sanitary Sewer	589955 589960	07/31/21	\$ 6,351.00		\$ 6,351.00 Vendor Stmt 08/17/21	\$ 6,351.00 Pulte Homes 08/17/21	\$ 6,351.00 0.00% \$	- 100.00% \$ 6,351	00 \$ 6,351.00	\$ - \$	- 5	\$ 6,351.00	\$ -
2 Soft FILING 0	08   Pulte   CTL Thompson	Compaction Testing - Site Grading Soils & Foundation Investigation Phase 120 Lots 1-9, Block 1	589960 589351	07/31/21 07/31/21	\$ 6,932.00 \$ 5,895.00	\$ -	\$ 6,932.00 Vendor Stmt 08/31/21 \$ 5,895.00 Vendor Stmt 08/02/21	\$ 6,932.00 Pulte Homes 08/31/21 \$ 5,895.00 Pulte Homes 08/02/21	\$ 6,932.00 59.78% \$ \$ 5,895.00 100.00% \$	4,144.25 40.22% \$ 2,787 5,895.00 0.00% \$	75 \$ 2,787.75	\$ 696.94 \$	696.94 \$	\$ 696.94	\$ 696.9
2 Hard FILING 0	04 Pulte Fiore and Sons, Inc.	TAH: Fillings 4, 5, 8, 13 Earthwork	MULTIPLE	07/31/21 MULTIPLE	\$ 106,486.55	\$ 10,648.66	\$ 95,837.90 Vendor Stmt 10/07/21	\$ 95,837.90 Pulte Homes Multiple	\$ 95,837.90 85.53% \$	5,895.00 0.00% \$ 81,972.79 14.47% \$ 13,865		\$ 5,687.76 \$	1,850.76	\$ 1,850.76	
2 Hard FILING 0 2 Hard FILING 0		TAH: Fillings 4, 5, 8, 13 Earthwork TAH: Fillings 4, 5, 8, 13 Earthwork	MULTIPLE	MULTIPLE	\$ 399,685.72 \$ 968.858.60	\$ 39,968.57 \$ 96.885.86	\$ 359,717.15 Vendor Stmt 01/03/21 \$ 871.972.74 Vendor Stmt Multiple	\$ 359,717.15 Pulte Homes Multiple \$ 871.972.74 Pulte Homes Multiple	\$ 359,717.15 85.53% \$ \$ 871.972.74 85.53% \$	307,675.96 14.47% \$ 52,041 745.822.24 14.47% \$ 126.150		\$ 21,348.38 \$ \$ 51,749.57 \$	6,946.61 \$	\$ 6,946.61 \$ 16.838.94	\$ 40,723.05
2 Hard FILING 1	Fiore and Sons, Inc.	TAH: Fillings 4, 5, 8, 13 Earthwork	MULTIPLE	MULTIPLE	\$ 55,112.53	\$ 5,511.25	\$ 49,601.28 Vendor Stmt Multiple	\$ 49,601.28 Pulte Homes Multiple	\$ 49,601.28 85.53% \$	42,425.33 14.47% \$ 7,175	94 \$ 7,175.94	\$ 2,943.72 \$	957.87	\$ 957.87	\$ 2,316.49
2 Soft FILING C	6 04 Pulte HR Green Development	Project No. 201684 Project No. 201684	MULTIPLE MULTIPLE	MULTIPLE	\$ 16,845.04 \$ 49,642.14	\$ -	\$ 16,845.04	\$ 12,600.73 Pulte Homes Multiple \$ 47,295.48 Pulte Homes Multiple	\$ 12,600.73 50.30% \$ \$ 47.295.48 49.91% \$	8,473.55 49.70% \$ 8,371 24,774.23 50.09% \$ 24,867		\$ 2,092.87 \$ \$ 6,216.98 \$	2,092.87 \$ 6,216.98 \$	\$ 2,092.87 \$ 6,216.98	\$ 2,092.83
2 Soft FILING C	08 Pulte HR Green Development	Project No. 201684	MULTIPLE	MULTIPLE	\$ 107,300.35	\$ -	\$ 107,300.35 Vendor Stmt Multiple	\$ 114,646.65 Pulte Homes Multiple	\$ 114,646.65 63.34% \$	67,969.13 36.66% \$ 39,331	22 \$ 39,331.22	\$ 9,832.81 \$	9,832.81	\$ 9,832.81	\$ 9,832.81
2 Soft FILING 1	13 Pulte HR Green Development	Project No. 201684	MULTIPLE	MULTIPLE MULTIPLE	\$ 7,276.89	\$ -	\$ 7,276.89 Vendor Stmt Multiple \$ 306,067.50 UCLW Multiple	\$ 6,521.56 Pulte Homes Multiple	\$ 6,521.56 99.91% \$	7,270.12 0.09% \$ 6		\$ 1.69 \$	1.69 \$	\$ 1.69	
2 Hard FILING 0 2 Hard FILING 0	05 Pulte Nelson Pipeline Constructors, LLC	TAH: Filings 4, 5, 8, 13 TAH: Filings 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ 340,075.00 \$ 303,647.00	\$ 30,364.70	\$ 273,282.30 UCLW Multiple	\$ 306,067.50 Pulte Homes Multiple \$ 273,282.30 Pulte Homes Multiple	\$ 306,067.50 0.00% \$ \$ 273,282.30 0.00% \$	77,130.00 100.00% \$ 228,937 - 100.00% \$ 273,282	30 \$ 273,282.30	\$ - 5	71,671.50 \$	\$ 157,266.00 \$ 10,513.80	\$ -
2 Soft FILING 0	601 RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315654	03/31/20	\$ 8,242.00	\$ -	\$ 8,242.00 1114360 05/07/20	\$ 8,242.00 RAH 05/13/20	\$ 8,242.00 32.26% \$	2,658.59 67.74% \$ 5,583	41 \$ 5,583.41	\$ 1,395.85 \$	1,395.85	\$ 1,395.85	\$ 1,395.85
2 Soft FILING 0 2 Soft FILING 0		201006 TAH Filing 1 Aurora Blvd & 45th Avenue 201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315696 315697	03/31/20 02/29/20	\$ 3,826.00 \$ 7,884.00	ş - \$ -	\$ 3,826.00 1114360 05/07/20 \$ 7,884.00 1114360 05/07/20	\$ 3,826.00 RAH 05/13/20 \$ 7,884.00 RAH 05/13/20	\$ 3,826.00 32.26% \$ \$ 7,884.00 32.26% \$	1,234.14 67.74% \$ 2,591 2,543.11 67.74% \$ 5,340		\$ 647.97 \$ \$ 1,335.22 \$	647.97 \$ 1,335.22 \$	\$ 647.97 \$ 1,335.22	
2 Soft FILING 0	01 RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315698	02/29/20	\$ 5,708.00	\$ -	\$ 5,708.00 1114360 05/07/20	\$ 5,708.00 RAH 05/13/20	\$ 5,708.00 32.26% \$	1,841.21 67.74% \$ 3,866	79 \$ 3,866.79	\$ 966.70 \$	966.70 \$	\$ 966.70	\$ 966.7
2 Soft FILING 0 2 Soft FILING 0		201006 TAH Filing 1 Aurora Blvd & 45th Avenue	316868 317784	04/30/20 05/31/20	\$ 6,436.00 \$ 2,250.00	s -	\$ 6,436.00 1115957 06/16/20 \$ 2,250.00 1116714 06/22/20	\$ 6,436.00 RAH 06/17/20 \$ 2,250.00 RAH 07/01/20	\$ 6,436.00 32.26% \$ \$ 2,250.00 0.00% \$	2,076.04 67.74% \$ 4,359 - 100.00% \$ 2,250		\$ 1,089.99 \$ \$ 562.50 \$	1,089.99 \$	\$ 1,089.99 \$ 562.50	\$ 1,089.9 \$ 562.5
2 Soft FILING 0	01 RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue 201006 TAH Filing 1 Aurora Blvd & 45th Avenue	318732	06/30/20	\$ 9,391.00	\$ -	\$ 9,391.00 1122169 10/06/20	\$ 9,391.00 RAH 10/14/20	\$ 9,391.00 32.26% \$	3,029.22 67.74% \$ 6,361	78 \$ 6,361.78	\$ 1,590.44 \$	1,590.44 \$	\$ 1,590.44	\$ 1,590.4
2 Soft FILING C	01 RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	318735	06/30/20	\$ 7,525.00		\$ 7,525.00 1122169 10/06/20	\$ 7,525.00 RAH 10/14/20	\$ 7,525.00 32.26% \$	2,427.31 67.74% \$ 5,097	69 \$ 5,097.69	\$ 1,274.42 \$	1,274.42 \$	\$ 1,274.42	\$ 1,274.4
2 Soft FILING C 2 Soft FILING C		201006 TAH Filing 1 Aurora Blvd & 45th Avenue 201006 TAH Filing 1 Aurora Blvd & 45th Avenue	319930 319944	07/31/20 07/31/20	\$ 9,882.00 \$ 8,159.00		\$ 9,882.00 1119858 08/21/20 \$ 8,159.00 1119858 08/21/20	\$ 9,882.00 RAH 08/26/20 \$ 8,159.00 RAH 08/26/20	\$ 9,882.00 32.26% \$ \$ 8,159.00 32.26% \$	3,187.60 67.74% \$ 6,694 2,631.82 67.74% \$ 5,527		\$ 1,673.60 \$ \$ 1,381.80 \$	1,673.60 \$ 1,381.80 \$	\$ 1,673.60 \$ 1,381.80	\$ 1,381.80
2 Soft FILING 0	01 RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	322263	09/30/20	\$ 8,891.00	\$ -	\$ 8,891.00 1122983 10/23/20	\$ 23,430.00 RAH 11/04/20	\$ 23,430.00 32.26% \$	2,867.94 67.74% \$ 6,023	06 \$ 6,023.06	\$ 1,505.77 \$	1,505.77 \$	\$ 1,505.77	\$ 1,505.77
2 Soft FILING 0 2 Soft FILING 0	in RAH AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue 201006 TAH Filing 1 Aurora Blvd & 45th Avenue	322264 323732 325219	09/30/20 10/31/20	\$ 5,910.00 \$ 9,757.00	\$ - \$ -	\$ 5,910.00 1122983 10/23/20 \$ 9,757.00 1124376 11/20/20	\$ 2,612.50 RAH 11/04/20 \$ 9,757.00 RAH 11/27/20	\$ 2,612.50 32.26% \$ \$ 9.757.00 32.26% \$	1,906.37 67.74% \$ 4,003 3.147.28 67.74% \$ 6,609	63 \$ 4,003.63 72 \$ 6,609.72	\$ 1,000.91 \$ \$ 1,652.43 \$	1,000.91 \$	\$ 1,000.91 \$ 1,652.43	\$ 1,000.9 \$ 1,652.4 \$ 869.9
	01 RAH AG Wassenaar	201000 TAU Ellian A Assess Plant B Arab Assess	225210	11/30/20	\$ 5,136.50	ė .	\$ 5,136.50 1125862 12/23/20	\$ 5,136.50 RAH 12/30/20	S 5,136,50 32,26% S	1.656.86 67.74% S 3.479		S 869.91 S	869.91 9	\$ 869.91	c 000.00
2 Soft FILING 0		201006 TAH Filing 1 Aurora Blvd & 45th Avenue	325219	12/31/20	\$ 1,523,00	-	\$ 1,523.00 10288 01/20/21	\$ 1,523.00 RAH 01/20/21	\$ 1,523.00 32.20% \$	401 27 67 74% \$ 1.031		3 803.31 3	257.03	\$ 257.03	\$ 257.03

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VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT F	RET/OCIP/DISC F	INAL INV AMT	CHK NO	PMT DATE	PMT AMT PAYO		VER PMT AMT % PRI	PRI AMT	% PUB	PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION PA	RKS & REC
2	Soft	FILING 01 FILING 01	RAH	AG Wassenaar AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue - Overex/Overlot	323731 319131	10/30/20 07/16/20	\$ 1,460.00 \$ \$ 14,600.00 \$	- \$	1,460.00	1124376	11/20/20 08/07/20	\$ 1,460.00 RAH \$ 14,600.00 RAH		1,460.00 100.00% 14,600.00 0.00%	\$ 1,460.00	0.00% \$ 100.00% \$	14 600 00	\$ - \$ 14,600,00	\$ - ! \$ 3.650.00 !	\$ - \$ \$ 3.650.00 \$	- \$ 3,650.00 \$	3 550 00
2	Soft	FILING 02	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue - Pavement Study 201006 TAH Filing 1 Aurora Blvd and 45th Avenue	325220	11/30/20	\$ 729.00 \$	- \$	729.00	1125862	12/23/20	\$ 729.00 RAH	1 12/29/20 \$	729.00 32.26%	\$ 235.15	67.74% \$	493.85	\$ 493.85	\$ 123.46	\$ 123.46 \$	123.46 \$	3,650.00 123.46
2		FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue 201006 TAH Filing 1 Aurora Blvd and 45th Avenue	328855 331584	02/28/21 04/30/21	\$ 1,301.00 \$ \$ 1,745.00 \$	- \$	1,301.00 1,745.00	ACH 13603 ACH 17376	03/29/21 05/24/21	\$ 1,301.00 RAH \$ 1,745.00 RAH		1,301.00 32.26% 1,745.00 32.26%	\$ 419.66 \$ 562.88	67.74% \$ 67.74% \$	881.34 1,182.12	\$ 881.34 \$ 1,182.12	\$ 220.34 S \$ 295.53	\$ 220.34 \$ \$ 295.53 \$	220.34 \$ 295.53 \$	220.34
2	Soft	FILING 02	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	333379	05/31/21	\$ 309.00 \$	- \$	309.00	ACH 19986	07/02/21	\$ 309.00 RAH	07/02/21 \$	309.00 32.26%	\$ 99.67	67.74% \$	209.33	\$ 209.33	\$ 52.33	5 52.33 \$	52.33 \$	295.53 52.33
2	Soft	FILING 01	RAH	AG Wassenaar AG Wassenaar	202360MAS 202361-202443 TAH Filing 1 202360MAS 202361-202443 TAH Filing 1	315874 316490	04/10/20	\$ 1,605.00 \$ \$ 17.120.00 \$	- \$	1,605.00	1114360 1115157	05/07/20	\$ 1,605.00 RAH \$ 17,120.00 RAH		1,605.00 100.00% 17,120.00 100.00%	\$ 1,605.00 \$ 17.120.00	0.00% \$ 0.00% \$	-	\$ -	\$ - !	\$ - <u>\$</u>	- \$	-
2	Soft	FILING 01 FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	316828	04/29/20 05/08/20	\$ 8,025.00 \$	- \$	17,120.00 8,025.00	1115957	05/21/20 06/16/20	\$ 8,025.00 RAH	1 06/17/20 \$	8,025.00 100.00%	\$ 8,025.00	0.00% \$	-	\$ -	\$ - !	\$ - \$	- \$	
	Soft Soft	FILING 01	RAH	AG Wassenaar AG Wassenaar	202360MAS 202361-202443 TAH Filing 1 202360MAS 202361-202443 TAH Filing 1	317097 317497	05/20/20 05/29/20	\$ 5,885.00 \$ \$ 11,770.00 \$	- \$	5,885.00	1116714	06/22/20 06/22/20	\$ 5,885.00 RAH \$ 11.770.00 RAH	1 07/01/20 \$	5,885.00 100.00% 11.770.00 100.00%	\$ 5,885.00 \$ 11.770.00	0.00% \$	-	\$ -	\$ - !	\$ - \$	- Ş	-
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	327500	01/31/21	\$ 6,898.00 \$	- \$	6,898.00	ACH 12644	03/15/20	\$ 6,898.00 RAH	1 03/15/20 \$	6,898.00 51.18%	\$ 3,530.56	48.82% \$	3,367.44	\$ 3,367.44	\$ 841.86	\$ 841.86 \$	841.86 \$	841.86
2	Soft Soft	FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	328856 328874	02/28/21 02/28/21	\$ 9,717.00 \$	- \$	9,717.00	ACH 13603	03/29/21	\$ 9,717.00 RAH \$ 1.702.00 RAH		9,717.00 51.18% 1.702.00 51.18%	\$ 4,973.40	48.82% \$ 48.82% \$	4,743.60 830.87	\$ 4,743.60 \$ 830.87	\$ 1,185.90	\$ 1,185.90 \$	1,185.90 \$	1,185.90
	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	330368	03/31/21	\$ 9,685.00 \$	- \$	9,685.00	ACH 15687	05/03/21	\$ 9,685.00 RAH	05/03/21 \$	9,685.00 51.18%	\$ 4,957.02	48.82% \$	4,727.98	\$ 4,727.98		\$ 1,182.00 \$	1,182.00 \$	1,182.00
2		FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	330369 331576	03/31/21 04/30/21	\$ 6,735.00 \$ \$ 7.591.00 \$	- \$	6,735.00 7.591.00	ACH 15687 ACH 17376	05/03/21 05/24/21	\$ 6,735.00 RAH \$ 7.591.00 RAH		6,735.00 51.18% 7.591.00 51.18%	\$ 3,447.14 \$ 3.885.26	48.82% \$ 48.82% \$	3,287.86 3,705.74	\$ 3,287.86 \$ 3,705.74	\$ 821.97 S 926.44	\$ 821.97 \$ \$ 926.44 \$	821.97 \$ 926.44 \$	821.97 926.44
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	331577	04/30/21	\$ 9,898.00 \$	- \$	9,898.00	ACH 17376	05/24/21	\$ 9,898.00 RAH	1 05/24/21 \$	9,898.00 51.18%	\$ 5,066.04	48.82% \$	4,831.96	\$ 4,831.96	\$ 1,207.99	\$ 1,207.99 \$	1,207.99 \$	1,207.99
2		FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	331578 333370	04/30/21 05/31/21	\$ 1,976.00 \$ \$ 9,953.50 \$	- \$	1,976.00 9.953.50	ACH 17376 ACH 19986	05/24/21 07/02/21	\$ 1,976.00 RAH \$ 9,953.50 RAH	1 05/24/21 \$ 1 07/02/21 \$	1,976.00 51.18% 9,953.50 51.18%	\$ 1,011.36 \$ 5.094.44	48.82% \$ 48.82% \$	964.64 4,859.06	\$ 964.64 \$ 4,859.06	\$ 241.16 S \$ 1,214.76	\$ 241.16 \$ \$ 1,214.76 \$	241.16 \$ 1,214.76 \$	241.16 1,214.76
2		FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultonidale St 212006 TAH F2 East 42nd Ave. & Fultonidale St	333370	05/31/21	\$ 4,518.00 \$	- \$		ACH 19986	07/02/21	\$ 4,518.00 RAH		4,518.00 51.18%	\$ 2,312.42	48.82% \$	2,205.58	\$ 2,205.58	\$ 551.39	\$ 551.39 \$	551.39 \$	551.39
2		FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	334766 334833	06/30/21 06/30/21	\$ 16,500.00 \$ \$ 9,876.00 \$	- \$	16,500.00 9,876.00	ACH 21901 ACH 21901	08/02/21 08/02/21	\$ 16,500.00 RAH \$ 9,876.00 RAH		16,500.00 51.18% 9,876.00 51.18%	\$ 8,445.10 \$ 5,054.78	48.82% \$ 48.82% \$	8,054.90 4,821.22	\$ 8,054.90 \$ 4,821.22	\$ 2,013.72 S \$ 1,205.31	\$ 2,013.72 \$ \$ 1,205.31 \$	2,013.72 \$ 1,205.31 \$	2,013.72 1,205.31
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	334834	06/30/21	\$ 9,994.00 \$	- \$	9,994.00	ACH 21901	08/02/21	\$ 9,994.00 RAH	08/02/21 \$	9.994.00 51.18%	\$ 5.115.17	48.82% S	4.878.83	\$ 4.878.83	S 1,219.71	\$ 1,219.71 \$	1,219.71 \$	1,219.71
2	Soft	FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	334836 336044	06/30/21 07/22/21	\$ 3,559.00 \$ \$ 5.800.00 \$	- \$	3,559.00 5.800.00	ACH 21901 ACH 23807	08/02/21	\$ 3,559.00 RAH \$ 5.800.00 RAH		3,559.00 51.18% 5,800.00 51.18%	\$ 1,821.58 \$ 2,968.58	48.82% \$ 48.82% \$	1,737.42 2,831.42	\$ 1,737.42 \$ 2,831.42	\$ 434.35 S	\$ 434.35 \$ \$ 707.85 \$	434.35 \$ 707.85 \$	434.35 707.85
2		FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	336510	07/31/21 07/31/21	\$ 9,977.00 \$	- \$		ACH 23807	07/22/21 07/22/21 07/22/21	\$ 9,977.00 RAH	1 07/22/21 S	9,977.00 51.18% 5,789.00 51.18%	\$ 5,106.47	48.82% \$	4,870.53 2,826.05	\$ 4,870.53 \$ 2,826.05	\$ 1,217.63 ! \$ 706.51 !	\$ 1,217.63 \$ \$ 706.51 \$	1,217.63 \$ 706.51 \$	1,217.63 706.51
2	Soft	FILING 02 FILING 02	RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 213280MAS 213281-213506 TAH Filing 2	336511 334501	07/31/21 06/29/21	\$ 5,789.00 \$ \$ 7,280.00 \$	- \$	5,789.00 7,280.00	ACH 23807 ACH 20972	07/22/21 06/29/21	\$ 5,789.00 RAH \$ 7,280.00 RAH	1 0//02/21 5	5,789.00 51.18% 7.280.00 100.00%	\$ 2,962.95 \$ 7.280.00	48.82% \$ 0.00% \$	2,826.05	\$ 2,826.05	\$ 706.51	\$ 706.51 \$	706.51 \$	706.51
2	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337211	08/14/21 MULTIPLE	\$ 5,600.00 \$	- \$	5,600.00	ACH 23807	07/22/21	\$ 5,600,00 RAH	1 07/22/21 S	5,600.00 51.18%	\$ 2,866.22	48.82% \$	2,733.78	\$ 2,733.78	\$ 683.45	\$ 683.45 \$	683.45 \$	683.45
		FILING 02 FILING 01	RAH	Alpine Civil Construction Aztec Consultants	Aurora Highlands CSP-2	Multiple Multiple	MULTIPLE Multiple	\$ 724,516.24 \$ \$ 71.892.98 \$	77,258.84 \$	647,257.40 71.892.98	MULTIPLE Multiple	MULTIPLE Multiple	\$ 816,173.62 RAH \$ 74.492.48 RAH		816,173.62 0.00% 74,492.48 28,35%	\$ - \$ 20.384.45	100.00% \$	647,257.40 51.508.53	\$ 647,257.40 \$ 51.508.53	\$ 647,257.40 S	\$ - \$ \$ 9,778.38 \$	- \$ 12.518.38 \$	4.138.38
	Soft	FILING 02	RAH	Aztec Consultants	21420-09 The Aurora Highlands Filing 1 21420-72 Aurora Highlands Filing 2	Multiple	MULTIPLE	\$ 109,074.51 \$	- \$	109,074.51	MULTIPLE	MULTIPLE	\$ 94,152.01 RAH	H Multiple \$	94,152.01 32.44%	\$ 35,384.54	67.56% \$	73,689.97	\$ 73,689.97	\$ 22,582.39	\$ 16,905.47 \$	23,124.73 \$	11,077.39
2		FILING 01 FILING 01	RAH RAH	Aztec Consultants Aztec Consultants	Geotech/Pothole Field Staking (PS) Test Holes (CS)	77353 77973	11/21/19 11/30/19	\$ 750.00 \$ \$ 1,950.00 \$	- \$	750.00 1.950.00	1107172 1107780	12/19/19 12/31/19	\$ 750.00 RAH \$ 1,950.00 RAH		750.00 32.26% 1,950.00 32.26%	\$ 241.92 \$ 629.00	67.74% \$ 67.74% \$	508.08 1,321.00	\$ 508.08 \$ 1,321.00	\$ 127.02 ! \$ 330.25 !	\$ 127.02 \$ \$ 330.25 \$	127.02 \$ 330.25 \$	127.02 330.25
2	Soft	FILING 01	RAH	B & J Surveying	EAGP Package	308253	05/04/20	\$ 22,825.00 \$	- \$	22,825.00	1115160	05/21/20	\$ 22,825.00 RAH	d 05/27/20 \$	22,825.00 100.00%	\$ 22,825.00	0.00% \$	1,321.00	\$ 1,321.00	\$ 330.25	\$ 330.25 \$	- \$	- 330.25
2		FILING 01 FILING 02	RAH RAH	B & J Surveying Bemas Construction	Update Lot Matrix - 26 lots x 6 plans Aurora Highlands Filing 2	309596 Multiple	05/28/20 MULTIPLE	\$ 1,560.00 \$ \$ 1,281,259.86 \$	- \$ 162.028.14 \$	1,560.00 1,119,231.72	1116334 MULTIPLE	06/18/20 MULTIPLE	\$ 1,560.00 RAH \$ 1,119,231.72 RAH		1,560.00 100.00% 1,119,231.72 51.18%	\$ 1,560.00 \$ 572.850.08	0.00% \$ 48.82% \$	546,381.64	\$ - \$ 546.381.64	\$ - ! \$ 136,595,41 !	\$ - \$ \$ 136.595.41 \$	- \$ 136,595.41 \$	136,595.41
2	Hard	FILING 01	RAH	Bemas Construction	TAH Filing 1 20-050	PPP Change	NA NA	\$ - \$	- \$	-	NA	NA	\$ - RAH	H Multiple \$	- 200.00%	\$ 5,318.22	-100.00% \$	(5,318.22)	\$ (5,318.22)	\$ (1,329.55)	\$ (1,329.55) \$	(1,329.55) \$	(1,329.55)
2		FILING 01 FILING 01	RAH	Blue Mountain Erosion Control, LLC Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control  Aurora Highlands Erosion control	9431 9532	07/24/20 07/31/20	\$ 1,790.00 \$ \$ 2.516.10 \$	- \$	1,790.00 2.516.10	1119413 1119869	05/21/20 08/21/20	\$ 1,790.00 RAH \$ 2,516.10 RAH	H 08/19/20 \$	1,790.00 32.26% 2.516.10 32.26%		67.74% \$ 67.74% \$	1,212.61	\$ 1,212.61 \$ 1,704.49	\$ 303.15 S	\$ 303.15 \$ \$ 426.12 \$	303.15 \$ 426.12 \$	303.15 426.12
2	Hard	FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	9537	07/31/20 07/31/20 08/04/20	\$ 1,944.00 \$	- \$	1,944.00	1119869	08/21/20	\$ 1,944.00 RAH	1 08/26/20 \$	1,944.00 32.26%	\$ 627.07	67.74% \$	1,316.93	\$ 1,316.93	\$ 329.23	\$ 329.23 \$	329.23 \$	329.23
2		FILING 01 FILING 01	RAH	Blue Mountain Erosion Control, LLC Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	9569 9827	08/04/20 09/02/20	\$ 1,571.75 \$ \$ 6,410.00 \$	- \$	1,571.75 6,410.00	1119869 1121129	08/21/20 09/18/20	\$ 1,571.75 RAH \$ 6,410.00 RAH		1,571.75 32.26% 6,410.00 32.26%	\$ 506.99 \$ 2,067.65	67.74% \$ 67.74% \$	1,064.76 4,342.35	\$ 1,064.76 \$ 4,342.35	\$ 266.19 5 \$ 1,085.59 5	\$ 266.19 \$ \$ 1,085.59 \$	266.19 \$ 1,085.59 \$	266.19 1,085.59
2		FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control  Aurora Highlands Erosion control	10095	09/30/20	\$ 13,840.25 \$	- \$	13,840.25	5761	10/16/20	\$ 13,840.25 RAH		13,840.25 32.26%	\$ 4,464.40	67.74% \$	9,375.85	\$ 9,375.85	\$ 2,343.96	\$ 2,343.96 \$	2,343.96 \$	2,343.96
2		FILING 01 FILING 01	RAH	Blue Mountain Erosion Control, LLC Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	10319 10846	10/30/20	\$ 1,946.55 \$	- \$	1,946.55	6933 9630	11/13/20	\$ 1,946.55 RAH \$ 11,053.63 RAH		1,946.55 32.26%	\$ 627.89 \$ 3,565.53	67.74% \$ 67.74% \$	1,318.66	\$ 1,318.66	\$ 329.66	\$ 329.66 \$	329.66 \$	329.66
2	Hard	FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control  Aurora Highlands Erosion control	10933	12/31/20 01/12/21	\$ 11,053.63 \$ \$ 7,562.45 \$	- \$	11,053.63 7,562.45	10292	01/15/21 01/29/21	\$ 7,562.45 RAH	01/29/21 \$	11,053.63 32.26% 7,562.45 32.26%	\$ 2,439.39	67.74% \$	7,488.10 5,123.06	\$ 7,488.10 \$ 5,123.06	\$ 1,872.02 5 \$ 1,280.76 5	\$ 1,872.02 \$ \$ 1,280.76 \$	1,872.02 \$ 1,280.76 \$	1,872.02 1,280.76
2	Hard Soft	FILING 01	RAH	Brightview Landscape Development City of Aurora	The Aurora Highlands CSP NO 1 - 111921 Civil Plans Review	Multiple 566010	Multiple 03/01/19	\$ 17,950.00 \$ \$ 7.137.00 \$	1,795.00 \$	16,155.00 7.137.00	Multiple 1092107	Multiple 03/07/19	\$ 16,155.00 RAH	H Multiple \$ H 03/26/19 \$	16,155.00 100.00% 595.00 15.00%	\$ 16,155.00 \$ 1.070.55		6.066.45	\$ - \$ 6.066.45	\$ - ! \$ 1.516.61	S - S S 1.516.61 S	- \$ 1.516.61 \$	1.516.61
2	Soft	FILING 02	RAH	City of Aurora	Civil Plans review	604855	03/01/19 04/13/20	\$ 42,375.00 \$	- š	42,375.00	1116983	06/29/20	\$ 42,375.00 RAH	d 07/06/20 \$	42,375.00 15.00%	\$ 6,356.25	85.00% \$	36,018.75	\$ 36,018.75	\$ 9,004.69	\$ 9,004.69 \$	9,004.69 \$	9,004.69
2	Soft Soft	FILING 01	RAH	City of Aurora City of Aurora	Civil Plans Revision	601368	02/28/20 08/05/20	\$ 412.00 \$ \$ 824.00 \$	- \$	412.00 824.00	1111209 1118698	03/04/20 08/05/20	\$ 8,891.00 RAH \$ 824.00 RAH	1 03/09/20 \$ 1 08/18/20 \$	8,891.00 15.00% 824.00 15.00%	\$ 61.80 \$ 123.60	85.00% \$ 85.00% \$	350.20 700.40	\$ 350.20	\$ 87.55 S	\$ 87.55 \$ \$ 175.10 \$	87.55 \$ 175.10 \$	87.55 175.10
2		FILING 02	RAH	City of Aurora	Civil Plans Revision	637335	03/26/21	\$ 212.00 \$	- \$	212.00	1130071	03/30/21	\$ 212.00 RAH		212.00 51.18%		48.82% \$	103.49	\$ 103.49	\$ 25.87	\$ 25.87 \$	25.87 \$	25.87
2	Soft Soft	FILING 02 FILING 02	RAH	City of Aurora City of Aurora	Civil Plans Revision Irrigation Plan Fee	638944 616753	04/12/21 08/20/20	\$ 1,166.00 \$ \$ 4,050.00 \$	- \$	1,166.00 4,050.00	1130547 1120278	04/13/21 09/01/20	\$ 1,166.00 RAH \$ 4,050.00 RAH		1,166.00 51.18% 4,050.00 0.00%	\$ 596.79	48.82% \$ 100.00% \$	569.21 4,050.00	\$ 569.21 \$ 4,050.00	\$ 142.30 S	\$ 142.30 \$	142.30 \$	142.30 2,025.00
2	Soft	FILING 02	RAH	City of Aurora	Master License Agreement	608909	06/02/20	\$ 2,419.00 \$	- \$	2,419.00	1116031	06/10/20	\$ 2,419.00 RAH	1 06/23/20 \$	2,419.00 51.18%	\$ 1,238.10	48.82% \$	1,180.90	\$ 1,180.90	\$ 295.22	\$ 295.22 \$	295.22 \$	295.22
2		FILING 02 FILING 02	RAH	City of Aurora City of Aurora	Mylar Plan Difference RAH Road Areas Permit Fee	622935 11.12.2020	10/21/20 11/12/20	\$ 1,695.00 \$ \$ 2,250.00 \$	- Ş	1,695.00 2.250.00	1122907	10/21/20 11/18/20	\$ 1,695.00 RAH \$ 2.250.00 RAH		1,695.00 51.18% 2.250.00 0.00%	\$ 867.54 \$ -	48.82% \$ 100.00% \$	827.46 2.250.00	\$ 827.46 \$ 2.250.00	\$ 206.86 S \$ 2.250.00	\$ 206.86 \$ \$ - \$	206.86 \$	206.86
2		FILING 01	RAH	City of Aurora	RAH Road Areas Surety	11.12.2020	11/12/20	\$ 2,612.50 \$	- \$	2,612.50	1124278	11/18/20	\$ 2,612.50 RAH	12/03/20 \$	2,612.50 0.00%	\$ -	100.00% \$	2,612.50	\$ 2,612.50	\$ 2,612.50	s - s	- \$	
2		FILING 02 FILING 02	RAH	City of Aurora City of Aurora	Real Property Easement Release Real Property Easement Release	624774 624775	10/30/20 10/30/20	\$ 143.00 \$ \$ 143.00 \$	- \$ - \$	143.00 143.00	1123493 1123492	11/04/20 11/04/21	\$ 143.00 RAH \$ 143.00 RAH	11/13/20 \$ 1 11/13/20 \$	143.00 100.00% 143.00 100.00%	\$ 143.00 \$ 143.00	0.00% \$	-	\$ - \$ -	\$ - ! \$ - !	\$ - \$ \$ - \$	- Ş	
2	Soft	FILING 02	RAH	City of Aurora	Second Review CSP 3	626820	11/20/20	\$ 37,269.80 \$	- \$	37,269.80 76,469.94	1126000 1123532	12/29/20	\$ 37,269.80 RAH	01/12/21 \$	37,269.80 58.54%	\$ 21,818.15	41.46% \$	15,451.65 76,469.94	\$ 15,451.65	\$ 3,862.91 S	\$ 3,862.91 \$	3,862.91 \$	3,862.91
2	Soft	FILING 02 FILING 02	RAH	City of Aurora City of Aurora	Storm Drain Development Fee Stormwater Quality Discharge Permit for Construction Activities	605521 20201124	04/23/20 11/24/20	\$ 76,469.94 \$ \$ 2,250.00 \$	- \$ - \$	2,250.00	1123532	11/05/20 11/25/20	\$ 76,469.94 RAH \$ 2,250.00 RAH	1 11/13/20 \$ 1 12/15/20 \$	76,469.94 0.00% 2,250.00 51.18%	\$ 1,151.60	100.00% \$ 48.82% \$	1,098.40	\$ 76,469.94 \$ 1,098.40	\$ 76,469.94 S \$ 1,098.40 S	\$ - \$ \$ - \$	- \$	
2	Soft	FILING 02	RAH	City of Aurora	TAH Preliminary Plat No. 6 and Final Plat	607856	05/20/20	\$ 16,130.40 \$	- \$	16,130.40	1118427	07/29/20	\$ 16,130.40 RAH \$ 26,606.40 RAH	1 08/11/20 \$	16.130.40 59.53%	\$ 9,601.76	40.47% \$ 48.82% \$	6,528.64	\$ 6,528.64	\$ 1,632.16 ! \$ 3,247.15 !	\$ 1,632.16 \$	1,632.16 \$	1,632.16
2	Hard	FILING 02 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Boring 4" - 554 / Boring 6" - 185 Built 12 earthered berms, Silt maintenance	1604 1579	07/16/21 06/15/21	\$ 26,606.40 \$ \$ 3,361.97 \$	- \$	26,606.40 3,361.97	1135863 1134313	08/10/21 06/30/21	\$ 3,361.97 RAH	07/07/21 \$	26,606.40 51.18% 3,361.97 51.18%	\$ 13,617.80 \$ 1,720.74	48.82% \$	12,988.60 1,641.23	\$ 12,988.60 \$ 1,641.23	\$ 410.31	\$ 3,247.15 \$ \$ 410.31 \$	3,247.15 \$ 410.31 \$	3,247.15 410.31
2		FILING 01 FILING 02	RAH	Clear Creek Civil LLC	Checked Manholes/Utilities and Cleaned with Hyrdrovac	1420 1530	12/11/20 05/01/21	\$ 1,861.00 \$ \$ 8,308.55 \$	- \$	1,861.00 8,308.55	1125872 1132040	12/23/20 05/01/21	\$ 1,861.00 RAH \$ 8.308.55 RAH		1,861.00 0.00% 8,308.55 51.18%	\$ - \$ 4.252.52	100.00% \$ 48.82% \$	1,861.00 4.056.03	\$ 1,861.00 \$ 4,056.03	\$ 465.25 S 1,014.01	\$ 465.25 \$ \$ 1.014.01 \$	465.25 \$ 1,014.01 \$	465.25 1,014.01
2	Hard	FILING 02 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Cleaned flow lines. Replaced 5 rock checks. Cleaned outfall Durawattle Install	1573	06/08/21	\$ 7,857.00 \$	- \$	7,857.00	1134075	06/25/21	\$ 7.857.00 RAH	1 07/01/21 S	7,857.00 51.18%	\$ 4,021.40	48.82% \$	3,835.60	\$ 3,835.60	\$ 958.90	\$ 958.90 \$	958.90 \$	958.90
2		FILING 02 FILING 01	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Erosion Control - Relocated RipRap to sediment basin and 2 road tie Erosion Control, Straw Crimp w/o Native Seed Mix	1475	02/17/21 08/31/20	\$ 2,613.00 \$	- \$	2,613.00 6.538.29	1129347	03/12/21	\$ 2,613.00 RAH \$ 6,538.29 RAH	1 03/18/21 \$ 1 10/20/20 \$	2,613.00 51.18% 6.538.29 32.26%	\$ 1,337.40 \$ 2,109.03	48.82% \$ 67.74% \$	1,275.60	\$ 1,275.60 \$ 4.429.26	\$ 318.90 S	\$ 318.90 \$ \$ 1.107.31 \$	318.90 \$ 1.107.31 \$	318.90 1.107.31
2		FILING 02	RAH	Clear Creek Civil LLC	Export 12 loads from RAH to TAH	1550	05/24/21	\$ 3,511.20 \$	- \$	3,511.20	1132997	06/04/21	\$ 3,511.20 RAH		3,511.20 51.18%	\$ 1,797.12		1,714.08	\$ 1,714.08		\$ 428.52 \$	428.52 \$	428.52
2		FILING 01 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Install baricades at road closures Install Silt Fence	1381 1554	10/30/20 05/27/21	\$ 2,053.00 \$ \$ 948.15 \$	- \$	2,053.00 948.15	1127359 1134833	01/29/21 07/16/21	\$ 2,053.00 RAH \$ 948.15 RAH	1 02/04/21 \$ 1 07/22/21 \$	2,053.00 32.26% 948.15 51.18%	\$ 662.23 \$ 485.29	67.74% \$ 48.82% \$	1,390.77 462.86	\$ 1,390.77 \$ 462.86	\$ 347.69 S \$ 115.72	\$ 347.69 \$ \$ 115.72 \$	347.69 \$ 115.72 \$	347.69 115.72
2	Hard	FILING 02	RAH	Clear Creek Civil LLC	Installed 2 loads of VTC (30 ton) in tracking pads	1518	04/20/21	\$ 1,156.00 \$	- \$	1,156.00	1131907	05/07/21	\$ 1,156.00 RAH	05/18/21 \$	1,156.00 51.18%	\$ 591.67	48.82% \$	564.33	\$ 564.33	\$ 141.08	\$ 141.08 \$	141.08 \$	141.08
2		FILING 02 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Installed 320 ft Durawattle Installed 367 ft, Silt Fence, scarified VTC's	1578 1534	06/15/21 05/11/21	\$ 1,440.00 \$ \$ 3.507.35 \$	- \$	1,440.00 3,507.35	1134313 1132437	06/30/21 05/21/21	\$ 1,440.00 RAH \$ 3.507.35 RAH	1 07/07/21 \$	1,440.00 51.18% 3.507.35 51.18%	\$ 737.03 \$ 1.795.15	48.82% \$ 48.82% \$	702.97 1.712.20	\$ 702.97 \$ 1.712.20	\$ 175.74 ! \$ 428.05 !	\$ 175.74 \$ \$ 428.05 \$	175.74 \$ 428.05 \$	175.74 428.05
2	Hard	FILING 02	RAH	Clear Creek Civil LLC	Installed Washout sign and VTC	1640	08/17/21	\$ 3,333.56 \$	- \$	3,333.56	1137147	09/17/21	\$ 3,333.56 RAH	1 09/22/21 \$	3,333.56 51.18%	\$ 1,706.20	48.82% \$	1,627.36	\$ 1,627.36	\$ 406.84	\$ 406.84 \$	406.84 \$	406.84
2		FILING 02 FILING 01	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Maintained site and worked on report  Material Hauling, Filling in Retention Pond	1481 1383	02/19/21 10/30/20	\$ 2,935.00 \$ \$ 23,430.00 \$	- \$	2,935.00 23,430.00	1129347 1124066	03/12/21 11/13/20	\$ 2,935.00 RAH \$ 2,250.00 RAH		2,935.00 51.18% 2,250.00 0.00%	\$ 1,502.20	48.82% \$ 100.00% \$	1,432.80 23,430.00	\$ 1,432.80 \$ 23,430.00	\$ 358.20 5 \$ 5,857.50 5	\$ 358.20 \$ \$ 5,857.50 \$	358.20 \$ 5,857.50 \$	358.20 5,857.50
2		FILING 01	RAH	Clear Creek Civil LLC	Mowing/weed eating around Silt Fence	1649	08/17/21	\$ 1,406.96 \$	- \$	1,406.96 3,404.47	1137147	09/17/21	\$ 1,406.96 RAH	1 09/22/21 \$	1,406.96 51.18%	\$ 720.12	48.82% \$	686.84	\$ 686.84	\$ 171.71 ! \$ 415.49 !	\$ 171.71 \$	171.71 \$	171.71
2		FILING 02 FILING 02	RAH RAH	Clear Creek Civil LLC	Removed sediment/mud from VTC and installed new mirafi and VTC	1500	04/05/21	\$ 3,404.47 \$	- \$	3,404.47 1,277.00	1131077	04/23/21	\$ 3,404.47 RAH \$ 1,277.00 RAH	1 04/29/21 \$	3,404.47 51.18% 1,277.00 51.18%	\$ 1,742.49	48.82% \$ 48.82% \$	1,661.98	\$ 1,661.98 \$ 623.40		\$ 415.49 \$	415.49 \$ 155.85 \$	415.49 155.85
2	Hard	FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Removed snow from around Sales Trailer Removed snow from drive lanes, sidewalks, mainboxes and alleyway	1496 1488	03/26/21 03/10/21	\$ 1,277.00 \$ \$ 2,935.00 \$	- \$	2,935.00	1132437 1129921	05/21/21 03/25/21	\$ 2,935.00 RAH	1 04/05/21 \$	2,935.00 51.18% 2,935.00 51.18% 590.00 51.18%	\$ 1,502.20	48.82% \$ 48.82% \$	623.40 1,432.80	\$ 1,432.80		\$ 155.85 \$ \$ 358.20 \$	358.20 \$	358.20 72.01
2	Hard	FILING 02	RAH	Clear Creek Civil LLC	Repaired rock checks at street tie ins	1493	03/16/21	\$ 590.00 \$	- \$	590.00	1130081 1125309	03/31/21	\$ 590.00 RAH	1 04/06/21 \$	590.00 51.18%	\$ 301.98	48.82% \$	288.02	\$ 288.02	\$ 72.01	\$ 72.01 \$	72.01 \$	72.01
2	Hard	FILING 01 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Repaired signage SF Maintenance site wide, swept streets	1394 1577	11/12/20 06/15/21	\$ 811.00 \$ \$ 1,470.00 \$	- \$ - \$	811.00 1,470.00	1134313	12/11/20 06/30/21	\$ 1.470.00 RAH	1 07/07/21 S	811.00 100.00% 1,470.00 51.18%	\$ 811.00 \$ 752.38	0.00% \$ 48.82% \$	717.62	\$ 717.62	\$ 179.40	\$ - \$ \$ 179.40 \$	- 5 179.40 \$	179.40
2	Hard	FILING 01 FILING 02	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Signage and Striping - Aurora Higlands Filing 1	1399 1553	11/17/20	\$ 12,878.00 \$ \$ 6,999.28 \$	- \$	12,878.00 6,999.28	1124642 1134833	11/30/20 07/16/21	\$ 12,878.00 RAH \$ 6,999.28 RAH		12,878.00 0.00%	\$ - \$ 3,582.40	100.00% \$ 48.82% \$	12,878.00 3,416.88	\$ 12,878.00	\$ 3,219.50 S \$ 854.22 S	\$ 3,219.50 \$ \$ 854.22 \$	3,219.50 \$ 854.22 \$	3,219.50
2	Hard	FILING 02	RAH	Clear Creek Civil LLC	Silt Fence Repair, Replaced VTC, Erosion Control Site Fence Maintenance	1614	05/27/21 07/27/21	\$ 6,580.80 \$	- \$	6,580.80	1135863	08/10/21	\$ 6,580.80 RAH	1 08/20/21 \$	6,999.28 51.18% 6,580.80 51.18%	\$ 3,368.21	48.82% \$	3,212.59	\$ 3,416.88 \$ 3,212.59	\$ 803.15	\$ 803.15 \$	803.15 \$	854.22 803.15
		FILING 02 FILING 01	RAH RAH	Clear Creek Civil LLC	Skid swept all tracking caused by hauling operations	1476	02/17/21	\$ 1,050.00 \$	- \$	1,050.00 3,220.00	1129347	03/12/21	\$ 1,050.00 RAH \$ 3,220.00 RAH		1,050.00 51.18%		48.82% \$ 67.74% \$	512.58	\$ 512.58		\$ 128.15 \$	128.15 \$ 545.33 \$	128.15
2	Hard	FILING 01	RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Snow Removal Snow Removal	1436 1444	01/07/21 01/15/21	\$ 3,220.00 \$ \$ 1,589.50 \$	- \$ - \$	1,589.50	1127359 1127359	01/29/21 01/29/21	\$ 1,589.00 RAH	1 02/04/21 \$	3,220.00 32.26% 1,589.00 32.26%	\$ 512.72	67.74% \$	2,181.34 1,076.78	\$ 2,181.34 \$ 1,076.78	\$ 269.20	\$ 545.33 \$ \$ 269.20 \$	269.20 \$	545.33 269.20
2	Hard	FILING 02 FILING 02	RAH	Clear Creek Civil LLC	Snow Removal on sales trailer and alleys	1513 1525	04/20/21	\$ 850.00 \$ \$ 1,369.00 \$	- \$	850.00 1 369.00	1131907	05/07/21 05/01/21	\$ 850.00 RAH \$ 1.369.00 RAH	1 05/18/21 \$	850.00 51.18% 1.369.00 51.18%	\$ 435.05 \$ 700.69	48.82% \$ 48.82% \$	414.95 668.31	\$ 414.95 \$ 668.31		\$ 103.74 \$ \$ 167.08 \$	103.74 \$ 167.08 \$	103.74 167.08
2	Hard	FILING 02	RAH	Clear Creek Civil LLC	Snow Removal on sidewalks, mailboxes, alleys Surface roughening inactive lots with development	1525 1478	05/01/21 02/19/21	\$ 1,369.00 \$	- \$	2,180.00	1129347	05/01/21	\$ 2,180.00 RAH	1 03/18/21 \$	2,180.00 51.18% 2,180.00 51.18%	\$ 700.69 \$ 1,115.78	48.82% \$ 48.82% \$	1,064.22	\$ 1,064.22		\$ 167.08 \$	266.06 \$	266.06
2		FILING 01 FILING 02	RAH RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Surface Roughening, Mob Type 3 Sweeping for City Inspection	1351 1653	09/18/20 08/18/21	\$ 2,990.00 \$ \$ 770.00 \$	- \$	2,990.00 770.00	1122284 1137147	10/09/20 09/17/21	\$ 2,990.00 RAH \$ 770.00 RAH		2,990.00 0.00% 770.00 51.18%	\$ - \$ 394.10	100.00% \$ 48.82% \$	2,990.00 375.90	\$ 2,990.00 \$ 375.90	\$ 747.50 ! \$ 93.97 !	\$ 747.50 \$ \$ 93.97 \$	747.50 \$ 93.97 \$	747.50 93.97
2	HARD	FILING 02	RAH	Clear Creek Civil LLC	TAH Seeding	2021-34-1	08/19/21	\$ 45,120.00 \$	4,512.00 \$	40,608.00	1137147	09/17/21	\$ 40,608.00 RAH	1 09/22/21 \$	40,608.00 51.18%	\$ 20,784.16	48.82% \$	19,823.84	\$ 19,823.84	\$ 4,955.96	\$ 4,955.96 \$	4,955.96 \$	4,955.96
2		FILING 02 FILING 01	RAH	Clear Creek Civil LLC CMS Environmental Solutions	VTC Maintenance SW Permit, APEN, Notice of Intent	1509 112695	04/20/21 12/07/20	\$ 1,484.00 \$ \$ 585.00 \$	- \$	1,484.00 585.00	1131907 1127044	05/07/21 01/22/21	\$ 1,484.00 RAH \$ 585.00 RAH	05/18/21 \$	1,484.00 51.18% 585.00 51.18%	\$ 759.55	48.82% \$ 48.82% \$	724.45 285.58	\$ 724.45 \$ 285.58	\$ 181.11	\$ 181.11 \$ \$ 71.40 \$	181.11 \$ 71.40 \$	181.11 71.40
	3011	1 ICHAO OT	DALI	CITIO EITHI OITHIEITTAI JOIUTIONS	See I Coming ACEIN, MODICE OF HITTERIN	112023	12/0//20	\$ الك.دەد ب	-   >	303.00	112/044	01/22/21	2 363.00 KAN	. 01/20/21 3	303.00 31.18%	y 475.42	→0.02 /0 Ş	403.38	y 40J.38	y /1.40 :	/ /1.40 3	71.40   3	71.40

VER NO TYPE	FILING SOURCE	VENDOR DESCRIPTION	INV NO	INV DATE	INV AMT I	RET/OCIP/DISC FINAL IN	V AMT CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT % PRI	PRI AMT % P		CUR VER PUB AMT	STREETS	WATER		PARKS & REC
2 Soft 2 Soft	FILING 01 RAH	CMS Environmental Solutions SWMP Copy Non CMS CMS Environmental Solutions SWMP Copy Non CMS	109113 112839	10/01/20	\$ 1,470.00 \$ \$ 195.00 \$	- \$ :	1,470.00 1125873 195.00 1127044	12/23/20	\$ 1,470.00 \$ 195.00	RAH RAH	01/06/21	\$ 1,470.00 51.18% \$ 195.00 51.18%	\$ 752.38 48.8 \$ 99.81 48.8		\$ 717.62 \$ \$ 95.19 \$	179.40 \$ 23.80 \$	179.40	\$ 179.40 \$ \$ 23.80 \$	179.40
2 Soft	FILING 01 RAH	CMS Environmental Solutions SWMP Copy Non CMS CMS Environmental Solutions TAH SWMP	105020	12/15/20 06/12/20	\$ 2,500.00 \$		2,500.00 1118947	01/22/21 08/07/20	\$ 2,500.00	RAH	01/28/21 08/12/20	\$ 2,500.00 32.26%	\$ 806.42 67.7		\$ 1,693.58 \$	423.40 \$	23.80 423.40	\$ 423.40 \$	23.80 423.40
	FILING 02 RAH FILING 02 RAH	CMS Environmental Solutions Weekly + Post-Storm Inspections CMS Environmental Solutions Weekly + Post-Storm Inspections	114103 116316	02/01/21	\$ 297.50 \$ \$ 595.00 \$	- \$	297.50 ACH 12956 595.00 ACH 13934	03/22/21	\$ 297.50 \$ 595.00		03/22/21	\$ 297.50 51.18% \$ 595.00 51.18%	\$ 152.27 48.8 \$ 304.54 48.8		\$ 145.23 \$ \$ 290.46 \$	36.31 \$	36.31	\$ 36.31 \$ \$ 72.62 \$	36.31 72.62
2 Soft 2 Soft	FILING 02 RAH	CMS Environmental Solutions Weekly + Post-Storm Inspections CMS Environmental Solutions Weekly + Post-Storm Inspections	117742	03/01/21 04/01/21	\$ 595.00 \$	- \$	595.00 ACH 16854	04/02/21 05/17/21	\$ 595.00		04/02/21 05/17/21	\$ 595.00 51.18%	\$ 304.54 48.8	% \$ 290.46	\$ 290.46 \$	72.62 \$ 72.62 \$	72.62 72.62	\$ 72.62 \$	72.62
2 Soft 2 Soft	FILING 02 RAH FILING 02 RAH	CMS Environmental Solutions Weekly + Post-Storm Inspections CMS Environmental Solutions Weekly + Post-Storm Inspections	119148 120475	05/01/21	\$ 595.00 \$ \$ 907.50 \$	- \$	595.00 ACH 17837 907.50 ACH 19597	06/01/21 06/28/21	\$ 595.00 \$ 907.50	RAH	06/01/21	\$ 595.00 51.18%	\$ 304.54 48.8 \$ 464.48 48.8	1% \$ 290.46		72.62 \$ 110.75 \$	72.62	\$ 72.62 \$ \$ 110.75 \$	72.62
2 Soft	FILING 02 RAH	CMS Environmental Solutions Weekly + Post-Storm Inspections	121843	06/01/21 07/01/21	\$ 595.00 \$	- \$	595.00 ACH 21907	06/28/21	\$ 595.00	RAH	06/28/21 08/02/21	\$ 907.50 51.18% \$ 595.00 51.18%	\$ 304.54 48.8	% \$ 290.46	\$ 290.46 \$	72.62 \$	110.75 72.62	\$ 72.62 \$	110.75 72.62
2 Soft 2 Soft	FILING 01 RAH FILING 01 RAH	CMS Environmental Solutions Weekly + Rain Inspections CMS Environmental Solutions Weekly + Rain Inspections	106677 107843	08/01/20	\$ 595.00 \$ \$ 595.00 \$	- \$	595.00 1121134 595.00 1122606	09/18/20 10/16/20	\$ 595.00 \$ 5,910.00	RAH	09/25/20	\$ 595.00 32.26%	\$ 191.93 67.7 \$ 191.93 67.7		\$ 403.07 \$ \$ 403.07 \$	100.77 \$ 100.77 \$	100.77 100.77	\$ 100.77 \$ \$ 100.77 \$	100.77
2 Soft	FILING 01 RAH	CMS Environmental Solutions Weekly + Rain Inspections  Weekly + Rain Inspections	110445	09/01/20 11/01/20	\$ 595.00 \$	- \$	595.00 1125563	12/18/20	\$ 595.00		10/22/20 01/06/21	\$ 5,910.00 32.26% \$ 595.00 32.26%	\$ 191.93 67.7		\$ 403.07 \$	100.77 \$	100.77	\$ 100.77 \$	100.77 100.77
2 Soft 2 Soft	FILING 01 RAH FILING 01 RAH	CMS Environmental Solutions Weekly + Rain Inspections CMS Environmental Solutions Weekly + Rain Inspections	111812 113111	12/01/20 01/01/21	\$ 595.00 \$ \$ 595.00 \$	- \$	595.00 1127044 595.00 11010	01/22/21 01/12/21	\$ 595.00 \$ 595.00		01/28/21 01/12/21	\$ 595.00 32.26% \$ 595.00 32.26%	\$ 191.93 67.7 \$ 191.93 67.7		\$ 403.07 \$ \$ 403.07 \$	100.77 \$ 100.77 \$	100.77 100.77	\$ 100.77 \$ \$ 100.77 \$	100.77 100.77
2 Soft	FILING 01 RAH	CMS Environmental Solutions Weekly + Rain Inspections, Consulting Inspector, NOI	106221	07/13/20	\$ 587.50 \$	- \$	587.50 1119424	08/14/20	\$ 587.50	RAH	08/27/20	\$ 587.50 32.26%	\$ 189.51 67.7	1% \$ 397.99	\$ 397.99 \$	99.50 \$	99.50	\$ 99.50 \$	99.50
2 Soft 2 Soft	FILING 01 RAH FILING 02 RAH	CTL Thompson Phase 1 Environmental & Bio Assessment	532409 9954-9954109540	12/31/19	\$ 4,300.00 \$	- \$ 4	1,300.00 1108548 350.00 1116707	01/15/20	\$ 4,300.00 \$ 350.00	RAH	01/22/20	\$ 4,300.00 32.26% \$ 350.00 100.00%	\$ 1,387.04 67.7	% \$ 2,912.96	\$ 2,912.96 \$	728.24 \$	728.24	\$ 728.24 \$	728.24
2 Soft 2 Soft	FILING 02 RAH	First American Title Insurance Company Informational Commitment First American Title Insurance Company Informational Commitment	9954-9954109541	05/07/20	\$ 350.00 \$ \$ 350.00 \$	- \$	350.00 1116708	06/22/21 06/22/21	\$ 350.00	RAH	07/01/21 07/01/21	\$ 350.00 100.00% \$ 350.00 100.00%	\$ 350.00 0.00 \$ 350.00 0.00		\$ - \$	- \$	-	\$ - \$	
2 Soft	FILING 01 RAH FILING 02 RAH	HR Green Development 181259 The Aurora Highlands HR Green Development 181259.01 The Aurora Highlands - PA21, Filing No. 2	Multiple Multiple	Multiple Multiple	\$ 43,640.40 \$ \$ 285.821.00 \$		3,640.40 Multiple 5.821.00 Multiple	Multiple Multiple	\$ 43,640.40 \$ 285,821.00	RAH	Multiple Multiple	\$ 43,640.40 41.90% \$ 285,821.00 51.18%	\$ 18,285.01 58.1 \$ 146.290.16 48.8	1% \$ 25,355.39 1% \$ 139,530.84	\$ 25,355.39 \$ \$ 139,530.84 \$	7,238.85 \$ 34.882.71 \$	6,038.85 34.882.71	\$ 6,038.85 \$ \$ 34.882.71 \$	6,038.85 34,882.71
2 Hard	FILING 02 RAH	Nelson Pipeline Constructors, LLC 2021-050 TAH F2	Multiple	MULTIPLE	\$ 2,597,470.39 \$	259,747.04 \$ 2,333	7,723.35 MULTIPLE	MULTIPLE	\$ 2,337,723.35		Multiple	\$ 2,337,723.35 31.69%	\$ 740,729.80 68.3	% \$ 1,596,993.55	\$ 1,596,993.55 \$	123,804.06 \$	290,778.96	\$ 990,185.16 \$	192,225.36
	FILING 14 RAH FILING 01 RAH	Norris Design, Inc.         TAH - Filing 14 - Preliminary Plat 0061-01-2622           Norris Design, Inc.         Tah Filing 1 CSP & Plat 0061-01-0155	Multiple Multiple	MULTIPLE Multiple	\$ 15,917.60 \$ \$ 36,532.70 \$	- \$ 15	5,917.60 MULTIPLE 5,532.70 Multiple	MULTIPLE Multiple	\$ 15,917.60 \$ 36,532.70	RAH	Multiple Multiple	\$ 15,917.60 58.54% \$ 36,532.70 19.77%	\$ 9,318.34 41.4 \$ 7,222.61 80.2	% \$ 6,599.26 % \$ 29,310.09	\$ 6,599.26 \$ \$ 29.310.09 \$	1,649.82 \$ 11.488.58 \$	1,649.82 3,166.46	\$ 1,649.82 \$ \$ 3.166.46 \$	1,649.82 11,488.58
2 Soft	FILING 02 RAH	Norris Design, Inc. Tah Filing 2 0061-01-2089	Multiple	Multiple	\$ 94,450.38 \$	- \$ 94	1,450.38 Multiple	Multiple	\$ 94,450.38	RAH	Multiple	\$ 94,450.38 36.10%	\$ 34,095.98 63.9	1% \$ 60,354.40	\$ 60,354.40 \$	23,246.54 \$	6,930.66	\$ 6,930.66 \$	23,246.54
2 Soft	FILING 06 RAH FILING 01 RAH	Norris Design, Inc. TAH Richmond Filing 6 CSP & Plat (Floodplain) 0061-01-2476  Page Specialty Company Concrete Pad and Mailbox Cluster	Multiple 33237	Multiple 11/19/20	\$ 15,536.82 \$ \$ 11.622.40 \$	- \$ 15	5,536.82 Multiple 1.622.40 1125610	Multiple 12/18/20	\$ 15,536.82 \$ 11.622.40	RAH	Multiple 12/24/20	\$ 15,536.82 59.53% \$ 11.622.40 0.00%	\$ 9,248.42 40.4	'% \$ 6,288.40 0% \$ 11.622.40	\$ 6,288.40 \$ \$ 11.622.40 \$	1,572.10 \$	1,572.10	\$ 1,572.10 \$	1,572.10
2 Hard		ProSystems Professional Electrical System Aurora Highlands - Street Lighting Filing 1	Multiple	Multiple	\$ 379,493.00 \$		9,493.00 Multiple	Multiple		RAH	Multiple	\$ 379,493.00 0.00%	\$ - 100.0			94,873.25 \$	94,873.25	\$ 94,873.25 \$	94,873.25
2 Soft 2 Soft	FILING 01 RAH	Raspanti Consulting Services Dry Utility Consulting Raspanti Consulting Services Dry Utility Consulting	1812 1983	07/12/20 04/11/21	\$ 828.75 \$	- \$	828.75 1118980 357.50 1131418	08/07/20 04/29/21	\$ 828.75 \$ 357.50	RAH RAH	08/14/20 05/11/21	\$ 828.75 100.00% \$ 357.50 100.00%	\$ 828.75 0.00 \$ 357.50 0.00	% \$ - % \$ -	\$ - \$	- \$	-	\$ - \$ \$ - \$	
2 Soft 2 Soft	FILING 02 RAH	Raspanti Consulting Services Dry Utility Consulting	2099	07/01/21	\$ 633.75 \$	- \$	633.75 1135467	08/16/21	\$ 633.75	RAH	08/16/21	\$ 633.75 100.00%	\$ 633.75 0.00	% \$ -	\$ - \$	- \$		\$ - \$	-
	FILING 02 RAH FILING 02 RAH	State of CO-Dept of Public Health & Enviro  Air Pollution Emission Notice Fees  State of CO-Dept of Public Health & Enviro  Annual Fee for Permit COR410969 TAH Filing 2	20201124 WC221120236	11/24/20 07/27/21	\$ 286.63 \$ \$ 540.00 \$	- \$	286.63 1124606 540.00 1135865	11/25/20 08/13/21	\$ 286.63 \$ 540.00		12/11/20 08/31/21	\$ 286.63 51.18% \$ 540.00 51.18%	\$ 146.70 48.8 \$ 276.39 48.8		\$ 139.93 \$ \$ 263.61 \$	34.98 \$ 65.90 \$	34.98 65.90	\$ 34.98 \$ \$ 65.90 \$	34.98 65.90
2 Soft	FILING 02 RAH FILING 01 RAH	State of CO-Dept of Public Health & Envire Application Fee for Permit COR410969 TAH Filing 2	WC211199420	01/27/21	\$ 270.00 \$	- \$	270.00 1129536 88.00 1135135	03/06/21	\$ 270.00	RAH	03/26/21	\$ 270.00 51.18%	\$ 138.19 48.8 \$ 28.39 67.7	1% \$ 131.81		32.95 \$	32.95 14.90	\$ 32.95 \$	32.95
	FILING 01 RAH FILING 02 RAH	State of CO-Dept of Public Health & Envire Modification fee for Permit COR409244 TAH Filing 1  Xcel Energy New Electric Distribution	WC211107378 12285017	06/11/21 06/17/21	\$ 88.00 \$ \$ 43,912.54 \$	- Ş - S 4:	88.00 1135135 3,912.54 1133753	07/23/21 06/18/21	\$ 88.00 \$ 43,912.54		07/28/21 06/18/21	\$ 88.00 32.26% \$ 43,912.54 100.00%			\$ 59.61 \$	14.90 \$	14.90	\$ 14.90 \$ \$ - \$	14.90
2 Soft	FILING 02 RAH	Xcel Energy New Electric Distribution	AHF2PH2	08/13/21	\$ 56,199.00 \$	- \$ 56	5,199.00 1135938	08/13/21	\$ 56,199.00	RAH	08/13/21	\$ 56,199.00 100.00%	\$ 56,199.00 0.00	% \$ -	\$ - \$	- \$	-	\$ - \$	-
2 Soft 2 Soft	FILING 02 RAH FILING 02 RAH	Xcel Energy New Electric Distribution  Xcel Energy New Gas Main	AHF2PH3 12280309	08/04/21 06/17/21	\$ 106,634.00 \$ \$ 29,757.88 \$		5,634.00 1135572 9,757.88 1133752	08/04/21 06/18/21	\$ 106,634.00 \$ 29,757.88	RAH RAH	08/04/21 06/25/21	\$ 106,634.00 100.00% \$ 29,757.88 100.00%	\$ 106,634.00 0.00 \$ 29,757.88 0.00	% S -	\$ - \$ \$ - \$	- Ş	-	\$ - \$ \$ - \$	
2 Soft	FILING 02 RAH OA In Tract DRAW 41	Xcel Energy New Gas Main	AHF2PH3	07/30/21	\$ 122,166.53 \$		2,166.53 1135503	07/30/21	\$ 122,166.53	RAH	07/30/21	\$ 122,166.53 100.00% \$ 9.932.25 0.00%	\$ 122,166.53 0.00	% \$ -	\$ - \$	- \$		\$ - \$ \$ 2483.06 \$	
		Schedio Group Cost Verification - In Tract Improvements  Stormwater Risk Management Stormwater Mgmt - Residential F01	181106-0983 Pay App 34	10/19/21	\$ 9,932.25 \$ \$ 1.585.00 \$	- 5	9,932.25 Pd Through Draw 1.585.00 Pd Through Draw	01/03/22 NA	\$ 9,932.25 \$ 1.585.00	Pulte Homes CAB	01/03/22 Pd Through Draw	\$ 9,932.25 0.00% \$ 1.585.00 32.26%	\$ - 100.0 \$ 511.27 67.7		\$ 9,932.25 \$ \$ 1,073.73 \$	2,483.06 \$ 268.43 \$	2,483.06 268.43	\$ 2,483.06 \$ \$ 268.43 \$	2,483.06 268.43
	FILING 02 RAH FILING 02 RAH	AG Wassenaar 201006 TAH F1 Aurora Blvd. & 45th Ave.	339834	09/30/21	\$ 923.00 \$	- \$	1,585.00 Pd Through Draw 923.00 27606	09/30/21	\$ 923.00	RAH	09/30/21	\$ 923.00 32.26%	\$ 297.73 67.7		\$ 625.27 \$	156.32 \$	156.32	\$ 156.32 \$	156.32
3 Soft 3 Soft	FILING 02 RAH FILING 02 RAH	AG Wassenaar 212006 TAH F2 East 42nd Ave. & Fultondale St AG Wassenaar 212006 TAH F2 East 42nd Ave. & Fultondale St	339818 339819	09/30/21 09/30/21	\$ 5,147.00 \$ \$ 9,033.50 \$		5,147.00 27606 9,033.50 27606	09/30/21 09/30/21	\$ 5,147.00 \$ 9,033.50	RAH RAH	09/30/21 09/30/21	\$ 5,147.00 51.18% \$ 9,033.50 51.18%	\$ 2,634.36 48.8 \$ 4,623.57 48.8		\$ 2,512.64 \$ \$ 4,409.93 \$	628.16 \$ 1,102.48 \$	628.16 1,102.48	\$ 628.16 \$ \$ 1,102.48 \$	628.16 1,102.48
3 Soft	FILING 02 RAH	AG Wassenaar 212006 TAH F2 East 42nd Ave. & Fultondale St	339820	09/30/21	\$ 4,580.00 \$		1,580.00 27606	09/30/21	\$ 4,580.00		09/30/21	\$ 4,580.00 51.18%	\$ 2,344.16 48.8		\$ 2,235.84 \$	558.96 \$	558.96	\$ 558.96 \$	558.96
3 Soft 3 Soft	FILING 02 RAH FILING 02 RAH	AG Wassenaar 213280MAS 213281-213506 TAH Filing 2 AG Wassenaar 213280MAS 213281-213506 TAH Filing 2	339340 339591	09/26/21 09/30/21	\$ 6,720.00 \$ \$ 16,800.00 \$	- \$ 16	5,720.00 26962 5,800.00 26962	09/30/21 09/30/21	\$ 6,720.00 \$ 16,800.00	RAH	09/26/21 09/30/21	\$ 6,720.00 100.00% \$ 16,800.00 100.00%	\$ 6,720.00 0.00 \$ 16,800.00 0.00	% \$ -	5 - 5	- 5	-	5 - 5	
	FILING 02 RAH FILING 02 RAH	Alpine Civil Construction Aurora Highlands CSP-2	Multiple	MULTIPLE	\$ 1,078,097.20 \$ \$ 5.565.03 \$	119,319.33 \$ 950	3,777.87 MULTIPLE 5.565.03 MULTIPLE	MULTIPLE	\$ 958,777.87	RAH RAH	MULTIPLE	\$ 958,777.87 0.00%	\$ - 100.0			958,777.87 \$	450.03	\$ - \$	-
	FILING 02 RAH FILING 02 RAH	Aztec Consultants         21420-72 Aurora Highlands Filling 2           B & J Surveying         EAGP PACKAGE	Multiple M 334286	08/20/21	\$ 51,975.00 \$	- \$ 5	5,565.03 MULTIPLE 1,975.00 26963 7,288.85 25418	MULTIPLE 08/20/21	\$ 5,565.03 \$ 51,975.00	RAH	MULTIPLE 08/20/21	\$ 5,656.03 74.12% \$ 51,975.00 100.00%	\$ 4,125.00 25.8 \$ 51,975.00 0.00		\$ 1,440.03 \$ \$ - \$	990.00 \$	450.03	5 - 5	
	FILING 02 RAH FILING 02 RAH	Blue Mountain Erosion Control, LLC Aurora Highlands Erosion control	12485	09/09/21	\$ 7,288.85 \$ \$ 7,735.20 \$	- \$	7,288.85 25418 7,735.20 1134833	09/09/21	\$ 7,288.85 \$ 7,735.20		09/09/21	\$ 7,288.85 32.26% \$ 7,735.20 51.18%	\$ 2,351.14 67.7 \$ 3,959.06 48.8	1% \$ 4,937.71	\$ 4,937.71 \$ \$ 3,776.14 \$	1,234.43 \$ 944.03 \$	1,234.43	\$ 1,234.43 \$	1,234.43 944.03
3 Hard 3 Hard	FILING 02 RAH	Clear Creek Civil LLC         Trucking           Clear Creek Civil LLC         Trucking 2020-04	1595 1742	06/29/21 11/05/21	\$ 140,685.79 \$		0,685.79 1138918	06/29/21 11/05/21	\$ 7,735.20 \$ 140,685.79	RAH	06/29/21 11/05/21	\$ 140,685.79 51.18%	\$ 72,006.42 48.8	% \$ 68,679.37	\$ 68,679.37 \$	17,169.84 \$	944.03 17,169.84	\$ 944.03 \$ \$ 17,169.84 \$	17,169.84
3 Hard 3 Hard	FILING 02 RAH FILING 02 RAH	IES Corp 2105 The Aurora Highlands Earth Moving	2123 20100-28	10/25/21	\$ 118,911.67 \$		5,023.26 1138680 2,111.68 ACH 13053	10/25/21 03/19/21	\$ 115,023.26 \$ 2,111.68	RAH RAH	10/25/21 03/19/21	\$ 115,023.26 51.18% \$ 2,111.68 0.00%	\$ 58,871.71 48.8 \$ - 100.0		\$ 56,151.55 \$	14,037.89 \$	14,037.89	\$ 14,037.89 \$	14,037.89
	FILING 02 RAH	Liberty Infrastructure LLC Jet Clean and Vac Live Sewer  Raspanti Consulting Services Dry Utility Consulting	2135	01/28/21 10/09/21	\$ 2,168.49 \$ \$ 828.75 \$		828.75 1138682	10/09/21	\$ 828.75	RAH	10/09/21	\$ 828.75 100.00%	\$ 828.75 0.00		\$ 2,111.68 \$	- \$	-	\$ 2,111.68 \$	
3 Hard	FILING 02 RAH	Xcel Energy New Electric Distribution Xcel Energy New Gas Distribution	CR-12484389 CR-5300130373915	10/25/21 09/21/21	\$ 85,019.00 \$ \$ 111,888.00 \$		5,019.00 1138780 1,888.00 1138781	11/02/21 11/02/21	\$ 85,019.00 \$ 111,888.00	RAH	11/08/21 11/08/21	\$ 85,019.00 100.00% \$ 111,888.00 100.00%	\$ 85,019.00 0.00 \$ 111,888.00 0.00		\$ - \$	- \$	-	\$ - \$	-
	FILING 04 Pulte	Aztec Consultants 164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 7,330.95 \$	- \$	7,330.95 Vendor Stmt	Multiple	\$ 7,330.95	Pulte Homes	Multiple	\$ 7,330.95 44.86%	\$ 3,289.01 55.1	\$ 4,041.94	\$ 3,871.34 \$	1,879.62 \$	651.02	\$ 1,193.10 \$	147.60
4 Soft 4 Soft	FILING 05 Pulte FILING 08 Pulte	Aztec Consultants 164721-02 Aurora Highlands Filing 4-13 Aztec Consultants 164721-02 Aurora Highlands Filing 4-13	MULTIPLE MULTIPLE	MULTIPLE	\$ 27,515.91 \$ \$ 66,699.98 \$		7,515.91 Vendor Stmt 5,699.98 Vendor Stmt	Multiple Multiple		Pulte Homes Pulte Homes	Multiple Multiple	\$ 27,515.91 44.86% \$ 66,699.98 44.86%	\$ 12,344.93 55.1	1% \$ 15,170.98	\$ 14,530.65 \$ \$ 35,223.04 \$	7,054.94 \$ 17,101.53 \$	2,443.54 5,923.28	\$ 4,478.17 \$ \$ 10,855.31 \$	554.00 1,342.92
4 Soft	FILING 13 Pulte	Aztec Consultants 164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 3,794.16 \$	- \$	3,794.16 Vendor Stmt	Multiple	\$ 3,794.16	Pulte Homes	Multiple	\$ 3,794.16 44.86%	\$ 29,924.74 55.1 \$ 1,702.24 55.1	1% \$ 36,775.24 1% \$ 2,091.92	\$ 2,003.63 \$	972.80 \$	336.94	\$ 617.49 \$	76.39
4 Hard	FILING 04 Pulte FILING 05 Pulte	Brightview Landscape Development TAH Landscaping Filing Nos 4, 5, 8, and 13 Brightview Landscape Development TAH Landscaping Filing Nos 4, 5, 8, and 13	MULTIPLE	MULTIPLE MULTIPLE	\$ 14,114.30 \$ \$ 48,725.27 \$		2,702.87 Vendor Stmt 3,852.74 Vendor Stmt	Multiple Multiple	\$ 5,580.65 \$ 16,651.50	Pulte Homes Pulte Homes	Multiple Multiple	\$ 5,580.65 0.00% \$ 16.651.50 0.00%	\$ - 100.0 \$ - 100.0		\$ 5,580.65 \$	2,790.32 \$ 8.325.75 \$	-	\$ - \$ \$ - \$	2,790.32 8 325 75
4 Soft	FILING 04 Pulte	Contour Services TAH Filing 4	MULTIPLE	MULTIPLE	\$ 35,750.00 \$	- \$ 35	5,750.00 Multiple	Multiple	\$ 35,750.00	Pulte Homes	Vendor Stmt	\$ 35,750.00 46.99%	\$ 16,799.93 53.0	% \$ 18,950.07	\$ 18,950.07 \$	4,737.52 \$	4,737.52	\$ 4,737.52 \$	4,737.52
4 Soft 4 Soft	FILING 05 Pulte FILING 08 Pulte	Contour Services         TAH Filling 5           Contour Services         TAH Filling 8	MULTIPLE MULTIPLE	MULTIPLE MULTIPLE	\$ 60,000.00 \$ \$ 101,614.00 \$		0,000.00 Multiple 1,614.00 Multiple	Multiple Multiple		Pulte Homes Pulte Homes	Vendor Stmt Vendor Stmt	\$ 60,000.00 45.57% \$ 79,524.00 59.78%	\$ 27,344.55 54.4 \$ 60,749.31 40.2	1% \$ 32,655.45 1% \$ 40.864.69	\$ 32,655.45 \$ \$ 31.981.06 \$	8,163.86 \$ 7,995.27 \$	8,163.86 7,995.27	\$ 8,163.86 \$ \$ 7,995.27 \$	8,163.86 7,995.27
4 Hard	FILING 04 Pulte	CTL Thompson Compaction Testing - Sanitary/Water	593217	08/31/21	\$ 1,139.00 \$	- \$ :	1,139.00 Vendor Stmt	01/03/22	\$ 1,139.00	Pulte Homes	01/03/22	\$ 1,139.00 0.00%	\$ - 100.0	0% \$ 1,139.00	\$ 1,139.00 \$	- \$	588.00	\$ 551.00 \$	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	FILING 04 Pulte FILING 05 Pulte	CTL Thompson Compaction Testing - Sanitary/Water/Storm CTL Thompson Compaction Testing - Sanitary/Water/Storm	601704 593233	10/31/21 08/31/21	\$ 4,450.00 \$ \$ 5,284.00 \$		1,450.00 Vendor Stmt 5,284.00 Vendor Stmt	01/03/22 01/03/22		Pulte Homes Pulte Homes	01/03/22 01/03/22	\$ 4,450.00 0.00% \$ 5,284.00 0.00%	\$ - 100.0 \$ - 100.0		\$ 4,450.00 \$ \$ 5,284.00 \$	4,058.00 \$ 2,543.00 \$	392.00 2,349.00	\$ - \$ \$ 392.00 \$	
4 Hard	FILING 05 Pulte	CTL Thompson Compaction Testing - Sanitary/Water/Storm	598202	09/30/21	\$ 4,854.00 \$	- \$ 4	1,854.00 Vendor Stmt		\$ 4,854.00	Pulte Homes	01/03/22	\$ 4,854.00 0.00%	\$ - 100.0	0% \$ 4,854.00	\$ 4,854.00 \$	2,948.00 \$	1,906.00	\$ - \$	
	FILING 05 Pulte FILING 05 Pulte	CTL Thompson Compaction Testing - Sanitary/Water/Storm CTL Thompson Compaction Testing - Subgrade/Base/Paving	601703 604705	10/31/21 11/30/21	\$ 3,250.00 \$ \$ 5,626.00 \$		3,250.00 Vendor Stmt 5,626.00 Vendor Stmt	01/03/22 01/03/22	\$ 5,626.00	Pulte Homes Pulte Homes	01/03/22	\$ 3,250.00 0.00% \$ 5,626.00 0.00%	\$ - 100.0 \$ - 100.0	0% \$ 3,250.00 0% \$ 5,626.00	\$ 3,250.00 \$ \$ 5,626.00 \$	1,899.00 \$ 1,406.50 \$	961.00 1,406.50	\$ 390.00 \$ \$ 1,406.50 \$	1,406.50
		CTL Thompson Compaction Testing - Site Grading	593234	08/31/21	\$ 9,477.50 \$		9,477.50 Vendor Stmt			Pulte Homes	01/03/22	\$ 9,477.50 0.00%	\$ - 100.0 \$ 7,437.48 40.2			2,369.38 \$	2,369.38	\$ 2,369.38 \$	2,369.38
4 Hard	FILING 08 Pulte FILING 08 Pulte	CTL Thompson Compaction Testing -Site Grading CTL Thompson Compaction Testing -Site Grading/Pavement	598203 604706	09/30/21 11/30/21	\$ 12,440.50 \$ \$ 9,987.00 \$	- \$ 9	2,440.50 Vendor Stmt 9,987.00 Vendor Stmt	01/03/22 01/03/22	\$ 9,987.00	Pulte Homes Pulte Homes	01/03/22 01/03/22	\$ 12,440.50 59.78% \$ 9,987.00 0.00%	\$ - 100.0	0% \$ 9,987.00	\$ 9,987.00 \$	1,250.76 \$ 2,496.75 \$	1,250.76 2,496.75	\$ 1,250.76 \$ \$ 2,496.75 \$	1,250.76 2,496.75
4 Hard	FILING 08 Pulte	CTL Thompson Compaction Testing -Site Grading/Sanitary	601708 604688	10/31/21 11/30/21	\$ 10,669.00 \$		0,669.00 Vendor Stmt	01/03/22	\$ 10,669.00	Pulte Homes	01/03/22	\$ 10,669.00 59.78% \$ 2,797.00 0.00%	\$ 6,378.40 40.2	% \$ 4,290.60	\$ 4,290.60 \$ \$ 2,797.00 \$	1,072.65 \$	1,072.65	\$ 1,072.65 \$ \$ 699.25 \$	1,072.65
4 Soft	FILING 05 Pulte	CTL Thompson Subgrade/Pavement CTL Thompson Subgrade/Pavement	593776	08/31/21	\$ 6,050.00 \$	- \$ (	5,050.00 Vendor Stmt	01/03/22	\$ 6,050.00	Pulte Homes	01/03/22	\$ 6,050.00 45.57%	\$ 2,757.24 54.4	% \$ 3,292.76	\$ 3,292.76 \$	823.19 \$	823.19	\$ 823.19 \$	823.19
4 Hard 4 Hard	FILING 08 Pulte FILING 04 Pulte	CTL Thompson Subgrade/Pavement Fiore and Sons, Inc. TAH: Fillings 4, 5, 8, 13 Earthwork	598169 MULTIPLE	09/30/21 MULTIPLE	\$ 1,100.00 \$ \$ 74,979.45 \$	7.497.95 \$ 67	1,100.00 Vendor Stmt 7,481.51 Vendor Stmt	01/03/22 Multiple	\$ 1,100.00	Pulte Homes Pulte Homes	01/03/22 Multiple	\$ 1,100.00 0.00% \$ 64.569.67 74.55%	\$ - 100.0 \$ 50,309.97 25.4	0% \$ 1,100.00 % \$ 17,171.54	\$ 1,100.00 \$ \$ 14,259.70 \$	275.00 \$ 4.638.13 \$	275.00 2,332.16	\$ 275.00 \$ \$ 2,332.16 \$	275.00 4,957.25
4 Hard	FILING 05 Pulte	Fiore and Sons, Inc. TAH: Fillings 4, 5, 8, 13 Earthwork	MULTIPLE	MULTIPLE	\$ 281,427.24 \$	28,142.72 \$ 253	3,284.52 Vendor Stmt	Multiple	\$ 242,355.24	Pulte Homes	Multiple	\$ 242,355.24 74.55%	\$ 188,833.02 25.4	% \$ 64,451.50	\$ 53,522.23 \$	17,408.72 \$	8,753.51	\$ 8,753.51 \$	18,606.49
4 Hard 4 Hard		Fiore and Sons, Inc. TAH: Fillings 4, 5, 8, 13 Earthwork Fiore and Sons, Inc. TAH: Fillings 4, 5, 8, 13 Earthwork	MULTIPLE MULTIPLE	MULTIPLE	\$ 682,193.99 \$ \$ 38.805.91 \$		3,974.59 Vendor Stmt 1,925.32 Vendor Stmt			Pulte Homes Pulte Homes	Multiple Multiple	\$ 587,481.48 74.55% \$ 33.418.28 74.55%	\$ 457,740.87 25.4 \$ 26.038.12 25.4			42,199.62 \$ 2.400.48 \$	21,218.96 1.207.02	\$ 21,218.96 \$ \$ 1.207.02 \$	45,103.07 2.565.64
4 Soft	FILING 04 Pulte	HR Green Development Project No. 201684	MULTIPLE	MULTIPLE	\$ 155.37 \$		155.37 Vendor Stmt	Multiple	\$ 1,887.47	Pulte Homes	Multiple	\$ 1,887.47 63.33%	\$ 98.39 36.6	% \$ 56.98	\$ 32.99 \$	8.25 \$	8.25	\$ 8.25 \$	8.25
	FILING 05 Pulte	HR Green Development         Project No. 201684           HR Green Development         Project No. 201684	MULTIPLE MULTIPLE	MULTIPLE MULTIPLE	\$ 583.15 \$	- \$	583.15 Vendor Stmt 5.163.55 Vendor Stmt	Multiple Multiple		Pulte Homes Pulte Homes	Multiple Multiple	\$ 7,084.43 63.33% \$ 17,173.02 60.09%	\$ 369.29 36.6 \$ 9.713.36 39.9		\$ 123.81 \$ \$ 6.231.92 \$	30.95 \$ 1.557.98 \$	30.95 1.557.98	\$ 30.95 \$ \$ 1.557.98 \$	30.95 1.557.98
4 Soft	FILING 13 Pulte	HR Green Development Project No. 201684	MULTIPLE	MULTIPLE	\$ 12,303.06 \$	- \$ 12	2,303.06 Vendor Stmt	Multiple	\$ 976.87	Pulte Homes	Multiple	\$ 976.87 99.76%	\$ 12,273.57 0.24	% \$ 29.49	\$ 11.66 \$	2.92 \$	2.92	\$ 2.92 \$	2.92
	FILING 04 Pulte FILING 04 Pulte	JCS LLC Site Cleanup/Grading Martin Marietta TAH: Fillings 4, 5, 8, 13 Paving	439 MULTIPLE M	12/06/21 IULTIPLE	\$ 4,920.00 \$ \$ 109,352.80 \$		1,920.00 Vendor Stmt 7.52 Vendor Stmt	01/03/22 Multiple		Pulte Homes Pulte Homes	01/03/22 Multiple	\$ 4,920.00 55.01% 9841752.00% 0.00%	\$ 2,706.51 44.9 0.00% 100.0	1% \$ 2,213.49		553.37 \$ 98,417.52 \$	553.37	\$ 553.37 \$ \$ - \$	553.37
4 Hard	FILING 05 Pulte	Martin Marietta TAH: Fillings 4, 5, 8, 13 Paving	MULTIPLE	MULTIPLE	\$ 312,608.75 \$	31,260.88 \$ 283	1,347.88 Vendor Stmt	Multiple	\$ 281,347.88	Pulte Homes	Multiple	\$ 281,347.88 0.00%	\$ - 100.0	0% \$ 281,347.88	\$ 281,347.88 \$	281,347.88 \$	-	\$ - \$	
	FILING 04 Pulte FILING 05 Pulte	Nelson Pipeline Constructors, LLC TAH: Filings 4, 5, 8, 13  Nelson Pipeline Constructors, LLC TAH: Filings 4, 5, 8, 13		MULTIPLE	\$ 10,972.02 \$ \$ 850.906.00 \$		9,874.82 UCLW 5.815.40 UCLW	Multiple Multiple		Pulte Homes Pulte Homes	Multiple Multiple	\$ (7,200.00) -143.91% \$ 765.815.40 11.12%	\$ (14,211.22) 243.5 \$ 85,140.00 88.8		\$ 7,011.22 \$ \$ 680.675.40 \$	- \$ 244.574.10 \$	9,810.00 121.860.00	\$ (2,798.78) \$ \$ 116.647.20 \$	197,594.10
4 Hard	FILING 08 Pulte	Nelson Pipeline Constructors, LLC TAH: Filings 4, 5, 8, 13	MULTIPLE	MULTIPLE	\$ 1,500,345.00 \$	150,034.50 \$ 1,350	0,310.50 UCLW	Multiple	\$ 741,237.30	Pulte Homes	Multiple	\$ 741,237.30 15.50%	\$ 209,331.00 84.5	1% \$ 1,140,979.50	\$ 647,344.80 \$	172,792.80 \$	230,652.00	\$ 243,900.00 \$	
	FILING 04 Pulte FILING 05 Pulte	Norris Design         TAH Pulte Homes - Filings 4, 5, 8, & 13           Norris Design         TAH Pulte Homes - Filings 4, 5, 8, & 13	MULTIPLE MULTIPLE	MULTIPLE	\$ 19,711.34 \$ \$ 66,181.34 \$		9,711.34 Vendor Stmt 5,181.34 Vendor Stmt	Multiple Multiple		Pulte Homes Pulte Homes	Multiple Multiple	\$ 18,599.98 14.00% \$ 65,257.09 15.65%	\$ 2,759.99 86.0 \$ 10,359.34 84.3		\$ 15,839.99 \$ \$ 54,897.75 \$	5,606.75 \$ 20,664.38 \$	2,313.25 6,784.50	\$ 2,313.25 \$ \$ 6,784.50 \$	5,606.75 20,664.38
4 Hard	FILING 08 Pulte	Norris Design TAH Pulte Homes - Filings 4, 5, 8, & 13	MULTIPLE	MULTIPLE	\$ 90,146.31 \$	- \$ 90	0,146.31 Vendor Stmt	Multiple	\$ 84,988.81	Pulte Homes	Multiple	\$ 84,988.81 27.86%	\$ 25,111.56 72.1	\$ 65,034.75	\$ 59,877.25 \$	18,737.13 \$	11,201.50	\$ 11,201.50 \$	18,737.13
4 Hard	FILING 13 Pulte OA In Tract Pulte	Norris Design TAH Pulte Homes - Filings 4, 5, 8, & 13  Precise Striping 210780-Aurora Highlands Striping and Signage - Filing Nos. 4, 5, a		MULTIPLE 11/17/21	\$ 7,738.70 \$ \$ 16,555.00 \$		7,738.70 Vendor Stmt 5,555.00 Vendor Stmt	Multiple Multiple		Pulte Homes Pulte Homes	Multiple Multiple	\$ 7,738.70 18.46% \$ 16,555.00 0.00%	\$ 1,428.45 81.5 \$ - 100.0		\$ 6,310.25 \$ \$ 16,555.00 \$	1,967.94 \$ 16,555.00 \$	1,187.19	\$ 1,187.19 \$ \$ - \$	1,967.94
4 Hard	FILING 04 Pulte	ProSystems Professional Electrical System TAH-1113-01 - Street Lights	TAH-1113-01 \$	44,519.00	\$ 32,410.00 \$	3,241.00 291	69	Modele				0.00% 3689415.90% 47.95%	0.00% 100.0	0% \$ 29,169.00	\$ - \$ \$ 17.403.56 \$	- \$ 4 350.89 \$	4.350.89	\$ - \$ \$ 4.350.89 \$	4 350 03
4 Hard 4 Hard		Stormwater Logistics LLC TAH: Filings 4, 5, 8, 13 - Erosion Control Stormwater Logistics LLC TAH: Filings 4, 5, 8, 13 - Erosion Control		IULTIPLE	\$ 40,993.51 \$ \$ 82,873.93 \$		5,894.16 Vendor Stmt 1,586.54 Vendor Stmt	Multiple	36894.159 77981.787	Pulte Homes Pulte Homes	Multiple	3689415.90% 47.95% 7798178.70% 49.41%	\$ 17,691.04 52.0 \$ 36,852.84 50.5		\$ 17,403.56 \$ \$ 36,052.60 \$	4,350.89 \$ 9,013.15 \$	4,350.89 9,013.15	\$ 4,350.89 \$ \$ 9,013.15 \$	4,350.89 9,013.15
4 Hard		Stormwater Logistics LLC TAH: Filings 4, 5, 8, 13 - Erosion Control	MULTIPLE M	IULTIPLE	\$ 88,685.60 \$		9,817.04 Vendor Stmt			Pulte Homes		8330904.00% 59.78%	\$ 47,718.13 40.2	% \$ 32,098.91	\$ 31,411.22 \$	7,852.81 \$	7,852.81	\$ 7,852.81 \$	7,852.81

VER NO	TYPE FILING SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT PAYOR DATE CLEARED	VER PMT AMT % PRI	PRI AMT % PUB		VER PUB AMT STRE		R SANITATION	PARKS & REC
4	Hard FILING 04 Pulte	Three Sons Construction	TAH: Fillings 4, 5, 8, 13 Paving - C&G and Sidewalks	MULTIPLE	MULTIPLE	\$ 217,382.60		\$ 195,644.34	Vendor Stmt	Multiple	195644.34 Pulte Homes Multiple	19564434.00% 0.00%	0.00% 100.00%	\$ 195,644.34 \$		5,644.34 \$	- \$ - \$	-
4	Hard FILING 05 Pulte Soft FILING 02 RAH	Three Sons Construction AG Wassenaar	TAH: Fillings 4, 5, 8, 13 Paving - C&G and Sidewalks 201006 TAH Filing 1 Aurora Blvd & 45th Avenue	MULTIPLE 341435	10/31/21	\$ 499,882.57 \$ 180.00	\$ 49,988.26 \$ -	\$ 449,894.31 \$ 180.00	Vendor Stmt ACH 29596		449894.313 Pulte Homes Multiple \$ 180.00 RAH 10/31/21	44989431.30% 0.00% \$ 180.00 32.26% \$	0.00% 100.00% 58.06 67.74%	\$ 449,894.31 \$ \$ 121.94 \$	121.94 \$	9,894.31 \$ 30.48 \$	30.48 \$ 30.48 \$	30.48
4	Soft         FILING 02         RAH           Soft         FILING 02         RAH           Soft         FILING 02         RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338461	08/31/21	\$ 4,423.00	\$ -	\$ 4,423.00	ACH 25398	09/20/21	\$ 4,423.00 RAH 09/20/21	\$ 4,423.00 51.18% \$	2,263.80 48.82%	\$ 2,159.20 \$	2,159.20 \$		539.80 \$ 539.80 \$	539.80
4	Soft FILING 02 RAH Soft FILING 02 RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	338462 338463	08/31/21 08/31/21	\$ 9,973.50 \$ 6,547.00	\$ -	\$ 9,973.50 \$ 6,547.00	ACH 25398 ACH 25398	09/20/21 09/20/21	\$ 9,973.50 RAH 09/20/21 \$ 6,547.00 RAH 09/20/21	\$ 9,973.50 28.43% \$ \$ 6.547.00 28.22% \$	2,835.25 71.57% 1,847.69 71.78%	\$ 7,138.25 \$ \$ 4,699.31 \$	7,138.25 \$ 1 4.699.31 \$	1,784.56 \$ 1,7 1,174.83 \$ 1.3	784.56 \$ 1,784.56 \$ 174.83 \$ 1.174.83 \$	1,784.56 1.174.83
4	Soft FILING 02 RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341436	10/31/21	\$ 3,595.00	\$ -	\$ 3,595.00	ACH 29596	10/31/21	\$ 3,595.00 RAH 10/31/21	\$ 3,595.00 51.18% \$	1,840.01 48.82%	\$ 1,754.99 \$	1,754.99 \$		438.75 \$ 438.75 \$	438.75
4	Soft FILING 02 RAH Soft FILING 02 RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 212006 TAH F2 East 42nd Ave. & Fultondale St	341437 341438	10/31/21 10/31/21	\$ 6,990.00 \$ 10,000.00	\$ -	\$ 6,990.00 \$ 10.000.00	ACH 29596 ACH 29596	10/31/21 10/31/21	\$ 6,990.00 RAH 10/31/21 \$ 10,000.00 RAH 10/31/21	\$ 6,990.00 26.62% \$ \$ 10,000.00 25.98% \$	1,860.48 73.38% 2.597.51 74.02%	\$ 5,129.52 \$ \$ 7.402.49 \$			282.38 \$ 1,282.38 \$ 850.62 \$ 1,850.62 \$	1,282.38 1,850.62
4	Soft FILING 02 RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337512	08/22/21	\$ 5,040.00	\$ -	\$ 5,040.00	ACH 29101	08/22/21	\$ 5,040.00 RAH 08/22/21	\$ 5,040.00 100.00% \$	5,040.00 0.00%	\$ 7,402.49 \$	- \$	- \$	- \$ 1,630.02 \$	1,030.02
4	Soft FILING 02 RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2 213820MAS 213281-213506 TAH Filing 2 Lotts	341968	11/15/21	\$ 16,240.00	\$ -	\$ 16,240.00	ACH 30107	11/10/21	\$ 16,240.00 RAH 11/10/21	\$ 16,240.00 100.00% \$	16,240.00 0.00%	ş - ş	- \$	- \$	- \$ - \$	-
4	Soft FILING 02 RAH Hard FILING 02 RAH	AG Wassenaar Alpine Civil Construction	Aurora Highlands CSP-2	342256 2021-15.6	11/24/21 10/31/21	\$ 21,840.00 \$ 435.025.05	\$ 43.502.51	\$ 21,840.00 \$ 391.522.55	ACH 30107 MULTIPLE	11/10/21 MULTIPLE	\$ 21,840.00 RAH 11/10/21 \$ 391.522.55 RAH MULTIPLE	\$ 21,840.00 100.00% \$ \$ 391.522.55 0.00% \$	21,840.00 0.00%	\$ 391.522.55 \$	391.522.55 \$ 391	- S 1.522.55 S	- 5 - 5	
4	Soft FILING 02 RAH	City of Aurora	Civil Plans Revision	658629	10/14/21 09/03/21	\$ 424.00	\$ -	\$ 424.00	1138236	11/02/21 09/17/21	\$ 424.00 RAH 11/02/21 \$ 1,521.20 RAH 09/22/21	\$ 424.00 51.18% \$	217.01 48.82% 778.59 48.82%	\$ 206.99 \$	206.99 \$	51.75 \$	51.75 \$ 51.75 \$	51.75
4	HARD FILING 02 RAH HARD FILING 02 RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Aurora Highlands 2020-12 - Silt Fence Maintenance Aurora Highlands 2020-12 - Street Sweeping	1668 1677	09/03/21 09/03/21	\$ 1,521.20 \$ 600.00	\$ -	\$ 1,521.20 \$ 600.00	1137147 1137492	09/17/21 09/24/21	\$ 1,521.20 RAH 09/22/21 \$ 600.00 RAH 09/29/21	\$ 1,521.20 51.18% \$ \$ 600.00 51.18% \$	778.59 48.82% 307.09 48.82%	\$ 742.61 \$ \$ 292.91 \$	742.61 \$ 292.91 \$	185.65 \$ : 73.23 \$	185.65 \$ 185.65 \$ 73.23 \$ 73.23 \$	185.65
4	HARD FILING 02 RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1702	09/15/21	\$ 1.000.00	\$ -	\$ 1,000.00	1137492	09/24/21	\$ 1,000.00 RAH 09/29/21	\$ 1,000.00 51.18% \$	511.82 48.82%	\$ 488.18 \$	488.18 \$	122.04 \$	122.04 S 122.04 S	122.04
4	HARD FILING 02 RAH HARD FILING 02 RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping  Aurora Higlens 2020-13 - Installed Added Missing Street Signs	1715 1712	09/15/21 09/15/21	\$ 900.00 \$ 800.00	\$ -	\$ 900.00 \$ 800.00	1137492 1137492	09/24/21 09/24/21	\$ 900.00 RAH 09/29/21 \$ 800.00 RAH 09/29/21	\$ 900.00 51.18% \$ \$ 800.00 0.00% \$	460.64 48.82%	\$ 439.36 \$ \$ 800.00 \$	439.36 \$ 800.00 \$	109.84 \$ : 200.00 \$ :	109.84 \$ 109.84 \$ 200.00 \$ 200.00 \$	109.84 200.00
4	HARD FILING 02 RAH	Clear Creek Civil LLC	General Erosion Control	1712	09/15/21	\$ 3,329.48	\$ -	\$ 3,329.48	1137492	09/24/21	\$ 3,329.48 RAH 09/29/21	\$ 3,329.48 51.18% \$	1,704.11 48.82%	\$ 1,625.37 \$	1,625.37 \$	406.34 \$	406.34 \$ 406.34 \$	406.34
4	HARD FILING 02 RAH		General Erosion Control	1711	09/15/21	\$ 7,560.00	\$ -	\$ 7,560.00	1137492	09/24/21	\$ 7,560.00 RAH 09/29/21	\$ 7,560.00 51.18% \$	3,869.39 48.82%	\$ 3,690.61 \$	3,690.61 \$		922.65 \$ 922.65 \$	922.65
4	HARD FILING 02 RAH HARD FILING 02 RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Install Erosion Control Blanket with Seed Install Silt Fence at back of curb	1774 1766	11/04/21 11/04/21	\$ 5,000.00 \$ 5,357.50	\$ - \$ -	\$ 5,000.00 \$ 5,357.50	1139274 1139274	12/01/21 12/01/21	\$ 5,000.00 RAH 12/01/21 \$ 5,357.50 RAH 12/01/21	\$ 5,000.00 51.18% \$ \$ 5,357.50 0.00% \$	2,559.12 48.82%	\$ 2,440.88 \$ \$ 5,357.50 \$	2,440.88 \$ 5,357.50 \$		610.22 \$ 610.22 \$ 339.38 \$ 1,339.38 \$	610.22 1,339.38
4	Hard FILING 02 RAH	Clear Creek Civil LLC	Install Silt fence at back of curb and gutter	1775	11/04/21	\$ 16,900.00	\$ -	\$ 16,900.00	1139274	12/01/21	\$ 16,900.00 RAH 12/01/21	\$ 16,900.00 0.00% \$	- 100.00%	\$ 16,900.00 \$	16,900.00 \$	1,225.00 \$ 4,2	225.00 \$ 4,225.00 \$	4,225.00
4	HARD FILING 02 RAH Hard FILING 02 RAH	Clear Creek Civil LLC Clear Creek Civil LLC	Installed 3 mudmat at base tie ins Installed blocks at 9 inlets, 62 blocks	1762 1746	11/04/21 11/05/21	\$ 2,200.00 \$ 4,300.00	\$ -	\$ 2,200.00 \$ 4,300.00	1139274 1139274	12/01/21 12/01/21	\$ 2,200.00 RAH 12/01/21 \$ 4,300.00 RAH 12/01/21	\$ 2,200.00 51.18% \$ \$ 4.300.00 51.18% \$	1,126.01 48.82% 2,200.84 48.82%	\$ 1,073.99 \$ \$ 2,099.16 \$	1,073.99 \$ 2,099.16 \$		268.50 \$ 268.50 \$ 524.79 \$ 524.79 \$	268.50 524.79
4	Soft FILING 02 RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	124281	09/01/21	\$ 595.00	\$ -	\$ 595.00	ACH 25900	10/04/21	\$ 595.00 RAH 10/04/21	\$ 595.00 51.18% \$	304.54 48.82%	\$ 290.46 \$			72.62 \$ 72.62 \$	72.62
4	Soft FILING 02 RAH Soft FILING 02 RAH	CMS Environmental Solutions CMS Environmental Solutions	Weekly + Post-storm Inspections & SWMP Amendment	125528 126809	10/01/21 11/01/21	\$ 1,795.00	\$ -	\$ 1,795.00	ACH 27971 ACH 31187	11/01/21	\$ 1,795.00 RAH 11/01/21 \$ 595.00 RAH 12/20/21	\$ 1,795.00 51.18% \$ \$ 595.00 51.18% \$	918.72 48.82% 304.54 48.82%	\$ 876.28 \$ \$ 290.46 \$	876.28 \$ 290.46 \$	72.62 \$ 219.07 \$	72.62 \$ 72.62 \$ 219.07 \$ 219.07 \$	72.62 219.07
4	Soft FILING 02 RAH Hard FILING 02 RAH	CMS Environmental Solutions Liberty Infrastructure LLC	Weekly + Post-storm Inspections & SWMP Amendment Manhole Grade Rings	126809 21100 11-10-21	11/01/21		\$ 89.12	\$ 595.00 \$ 1,692.88	ACH 31187 ACH 29605	12/20/21	\$ 1,692.88 RAH 11/15/21	\$ 595.00 51.18% \$ \$ 1,692.88 0.00% \$	- 100.00%	\$ 290.46 \$ \$ 1,692.88 \$		1,692.88 \$	- \$ - \$	/2.62
4	Hard FILING 01 RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FILING 1 20106	MULTIPLE	11/10/21 MULTIPLE	\$ 1,782.00 \$ 5,271.54	\$ (63,186.55)	\$ 68,458.09	Multiple	Multiple	\$ 68,458.09 RAH Multiple	\$ 68,458.09 -69.18% \$	(47,356.41) 169.18%	\$ 115,814.50 \$			914.16 \$ (10,847.91) \$	(238.36)
4	Hard FILING 02 RAH Soft FILING 02 RAH	Nelson Pipeline Constructors, LLC Norris Design, Inc.	2021-050 TAH F2 Tah Filing 2 0061-01-2089	MULTIPLE Multiple	MULTIPLE Multiple	\$ 483,001.03 \$ 85.00	\$ 58,918.90	\$ 424,082.12 \$ 85.00	MULTIPLE ACH	MULTIPLE 10/18/21	\$ 314,536.84 RAH Multiple \$ 85.00 RAH 10/18/21	\$ 314,536.84 -53.23% \$ \$ 85.00 -100.00% \$	(225,742.90) 153.23% (6,067.44) 200.00%	\$ 649,825.02 \$ \$ 6,152.44 \$			024.52 \$ (1,704.71) \$ 538.11 \$ 1,538.11 \$	(190.48) 1,538.11
4	Hard FILING 02 RAH	ProSystems Professional Electrica	l System Aurora Highlands - Street Lighting Filing 2	1	11/19/21	\$ 208,248.75	\$ 23,280.13	\$ 184,968.62	ACH	12/15/21	\$ 184,968.62 RAH 12/15/21	\$ 184,968.62 100.00% \$	- 0.00%	\$ 184,968.62 \$	184,968.62 \$ 184	1,968.62 \$	- \$ - \$	-
5	Hard FILING 02 RAH Soft FILING 10 Bridgewat		Excel Gas Main Extension	1035167 123681	08/25/21 02/08/22	\$ 59,940.00 \$ 2,130.00	\$ -	\$ 59,940.00 \$ 2,130.00	1136343	08/26/21	\$ 59,940.00 RAH 09/03/21	\$ 59,940.00 100.00% \$ 12.46% \$	59,940.00 0.00% 265.50 87.54%	\$ - \$ \$ 1.864.50 \$	- \$	- \$	- \$ - \$	
5	Soft FILING 10 Bridgewat Soft FILING 10 Bridgewat	ter Contour Services	171521-01 Aurora Highlands Filing 10 TAH Filing 10	Multiple	02/08/22 Multiple	\$ 27,360.00	\$ -	\$ 27,360.00	Vendor Stmt	01/30/22	\$ 7,600.00 idgewater Hom 01/30/22	\$ 7,600.00 46.33% \$	12,674.91 53.67%	\$ 14,685.09 \$	4,079.19 \$ 1	- \$ 1,019.80 \$ 1,0	019.80 \$ 1,019.80 \$	1,019.80
5	Hard FILING 10 Bridgewat	ter Nelson Pipeline Constructors, LLC	FILING 10 - Infrastructure	Multiple Multiple	Multiple MULTIPLE	\$ 774,426.00	\$ 38,721.30	\$ 735,704.70				0.70%	5,148.36 99.30%	\$ 730,556.34 \$	- \$	- \$	- \$ - \$	-
5	Hard FILING 10 Bridgewat Soft FILING 04 Pulte	Aztec Consultants	FILING 10 - Erosion Control 164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 5,990.00 \$ 508.97	\$ 599.00	\$ 5,391.00 \$ 508.97	Vendor Stmt	Multiple	\$ 508.97 Pulte Homes Multiple	\$ 7.026.51 35.40% \$	2,497.46 53.67% 180.16 64.60%	\$ 2,893.54 \$ \$ 328.81 \$	- S	- S	- S - S	
5		Aztec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 1,910.37	\$ -	\$ 1,910.37	Vendor Stmt	Multiple	\$ 1,910.37 Pulte Homes Multiple \$ 4,630.82 Pulte Homes Multiple	\$ 26,373.26 35.40% \$	676.20 64.60%	\$ 1,234.16 \$	- \$	- \$	- \$ - \$	-
5	Soft FILING 08 Pulte Soft FILING 13 Pulte	Aztec Consultants Aztec Consultants	164721-02 Aurora Highlands Filing 4-13 164721-02 Aurora Highlands Filing 4-13	MULTIPLE MULTIPLE	MULTIPLE MULTIPLE	\$ 4,630.82 \$ 263.42	\$ -	\$ 4,630.82 \$ 263.42	Vendor Stmt Vendor Stmt		\$ 4,630.82 Pulte Homes Multiple \$ 263.42 Pulte Homes Multiple	\$ 63,930.13 35.40% \$ \$ 3,636.60 35.40% \$	1,639.15 64.60% 93.24 64.60%	\$ 2,991.67 \$	- \$	- \$	- \$ - \$	
5	Hard FILING 04 Pulte	Brightview Landscape Developme	ent TAH Landscaping Filing Nos 4, 5, 8, and 13	5	02/28/22	\$ 1,712.86	\$ 171.29	\$ 1,541.57	VEHIOU SEINE	Widitipic	\$ - Pulte Homes Multiple	\$ - 0.00% \$	- 100.00%	\$ 1,541.57 \$	- \$	- \$	- \$ - \$	-
	Hard FILING 05 Pulte	Brightview Landscape Developme	ent TAH Landscaping Filing Nos 4, 5, 8, and 13	5	02/28/22	\$ 4,835.00	\$ 483.50	\$ 4,351.50			\$ - Pulte Homes Multiple	\$ - 0.00% \$	- 100.00%	\$ 4,351.50 \$	- \$	- \$	- \$ - \$	
5	Hard FILING 08 Pulte Hard FILING 04 Pulte	CTL Thompson CTL Thompson	Compaction - Sanitary/Storm/Concrete Compaction Testing - Sanitary Sewer/Concrete	611369 611362	01/31/22 01/31/22	\$ 8,507.00 \$ 1,051.00	\$ - \$ -		Vendor Stmt Vendor Stmt		\$ 8,507.00 Pulte Homes 02/22/22 \$ 1,051.00 Pulte Homes 02/22/22	\$ 8,507.00 0.00% \$ \$ 1,051.00 0.00% \$	- 100.00% - 100.00%	\$ 8,507.00 \$ \$ 1,051.00 \$	8,507.00 \$ 2 1,051.00 \$	2,126.75 \$ 2,1 525.50 \$	126.75 \$ 2,126.75 \$ - \$ 525.50 \$	2,126.75
5	Hard FILING 08 Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm	608220	12/31/21	\$ 9,094.50	\$ -	\$ 9,094.50			\$ 9,094.50 Pulte Homes 02/22/22	\$ 9,094.50 0.00% \$	- 100.00%	\$ 9,094.50 \$	9,094.50 \$ 2		273.63 \$ 2,273.63 \$	2,273.63
5	Hard FILING 04 Pulte Hard FILING 08 Pulte	CTL Thompson CTL Thompson	Compaction Testing - Sanitary/Water/Storm Compaction Testing - Sanitary/Water/Storm (6138San,392W,845Ro	614813 614814	02/28/22 02/28/22	\$ 629.00 \$ 7,375.00	\$ -	\$ 629.00 \$ 7,375.00				\$ - 0.00% \$	- 100.00% - 100.00%	\$ 629.00 \$ \$ 7,375.00 \$	- \$	- \$	- \$ - \$	
5	Hard FILING 04 Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	608133	12/31/21	\$ 710.00	\$ -	\$ 710.00	Vendor Stmt		\$ 710.00 Pulte Homes 02/22/22	\$ 710.00 0.00% \$	- 100.00%	\$ 710.00 \$	710.00 \$		177.50 \$ 177.50 \$	177.50
5	Hard FILING 05 Pulte Hard FILING 08 Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	611365	01/31/22	\$ 593.00	\$ -		Vendor Stmt		\$ 593.00 Pulte Homes 02/22/22	\$ 593.00 7.81% \$	46.30 92.19%	\$ 546.70 \$	546.70 \$	136.68 \$	136.68 \$ 136.68 \$	136.68
5	Hard FILING 08 Pulte Hard FILING 05 Pulte	CTL Thompson CTL Thompson	Compaction Testing - Subgrade/Base/Paving Compaction Testing -Site Grading/Pavement	611760 608215	01/31/22 12/31/21	\$ 14,300.00 \$ 5,786.50	\$ -	\$ 5,786.50	Vendor Stmt Vendor Stmt	02/22/22	\$ 14,300.00 Pulte Homes 02/22/22 \$ 5,786.50 Pulte Homes 02/22/22	\$ 14,300.00 0.00% \$ \$ 5,786.50 10.38% \$	600.67 89.62%	\$ 14,300.00 \$ \$ 5,185.83 \$	14,300.00 \$ 3 5,185.83 \$	3,575.00 \$ 3,5 1,296.46 \$ 1,3	575.00 \$ 3,575.00 \$ 296.46 \$ 1,296.46 \$	3,575.00 1,296.46
5	Hard FILING 04 Pulte	Page Specialty Company	Filing 4 & 5 Mailboxes	34828	02/02/22	\$ 4,613.88 \$ 4,613.88	\$ -	\$ 4,613.88				\$ - 0.00% \$ \$ - 0.00% \$	- 100.00%	\$ 4,613.88 \$	- \$	- \$	- \$ - \$	-
5	Hard FILING 05 Pulte Hard FILING 04 Pulte	Page Specialty Company Stormwater Logistics LLC	Filing 4 & 5 Mailboxes TAH: Filings 4, 5, 8, 13 - Erosion Control	34828 MULTIPLE	02/02/22 MULTIPLE	\$ 4,613.88	\$ -	\$ 4,613.88	Vendor Stmt	Multiple	0 Pulte Homes Multiple	\$ - 0.00% \$ 0.00% #DIV/0! \$	- 100.00%	\$ 4,613.88 \$	- \$ 1,799.56 \$	449.89 \$ 4	- \$ - \$ 449.89 \$ 449.89 \$	449.89
	Hard FILING 05 Pulte	Stormwater Logistics LLC	TAH: Filings 4, 5, 8, 13 - Erosion Control	MULTIPLE	MULTIPLE	\$ 6,952.50	\$ 695.25	\$ 6,257.25	Vendor Stmt	Multiple	0 Pulte Homes Multiple	0.00% 59.78% \$	3,740.86 40.22%	\$ 2,516.39 \$	3,046.52 \$	761.63 \$	761.63 \$ 761.63 \$	761.63
	Hard FILING 08 Pulte Soft FILING 01 RAH	Stormwater Logistics LLC AG Wassenaar	TAH: Fillings 4, 5, 8, 13 - Erosion Control 192422 AH SW of E 42nd & Harvest Rd	MULTIPLE 311089	MULTIPLE 12/12/19	\$ 8,115.00 \$ 20,200.00	\$ 811.50	\$ 7,303.50 \$ 20,200.00	Vendor Stmt 1107777	Multiple 12/31/19	0 Pulte Homes Multiple S 20,200,00 RAH 01/08/20	0.00% 59.78% \$ \$ 20,200.00 51.18% \$	4,366.35 40.22% 10,338.85 48.82%	\$ 2,937.15 \$ \$ 9.861.15 \$			523.00 \$ 523.00 \$ 465.29 \$ 2,465.29 \$	523.00
5 5	Soft FILING 01 RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	321130	08/31/20	\$ 9,880.00	\$ -	\$ 9,880.00	1121547	09/25/20	\$ 9,880.00 RAH 10/13/20	\$ 9,880.00 51.18% \$	5,056.82 48.82%	\$ 4,823.18 \$	4,823.18 \$ 1	1,205.79 \$ 1,2	205.79 \$ 1,205.79 \$	2,465.29 1,205.79
5	Soft FILING 01 RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	321131	08/31/20	\$ 4,165.00	\$ -	\$ 4,165.00	1121547	09/25/20	\$ 4,165.00 RAH 10/13/20 \$ 7,290.00 RAH 12/20/21	\$ 4,165.00 0.00% \$	- 100.00%	\$ 4,165.00 \$		1,165.00 \$	- \$ - \$	
5	Hard FILING 02 RAH Hard FILING 02 RAH	AG Wassenaar AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St 213280MAS 213281-213506 TAH Filing 2	342992 343593	11/30/21 12/10/21	\$ 7,290.00 \$ 12.880.00	\$ - \$ -	\$ 7,290.00 \$ 12,880.00	ACH 31925 ACH 31925	12/20/21 12/20/21	\$ 7,290.00 RAH 12/20/21 \$ 12,880.00 RAH 12/20/21	\$ 7,290.00 0.00% \$ \$ 12.880.00 100.00% \$	- 100.00% 12.880.00 0.00%	\$ 7,290.00 \$ \$ - \$	7,290.00 \$ 7	7,290.00 \$ - \$	- 5 - 5	
5	Soft FILING 01 RAH	AG Wassenaar	Residential and Vertical Contruction Fiscal Security	609688/610105	06/12/20	\$ 19,315.00	\$ -	\$ 19,315.00	Vendor Stmt	06/12/20	\$ 19,315.00 RAH 06/12/20	\$ 19,315.00 100.00% \$	19,315.00 0.00%	\$ - \$	- \$	- \$	- \$ - \$	
5	Hard FILING 01 RAH Hard FILING 02 RAH	Alpine Civil Construction Alpine Civil Construction	Aurora Highland 2020-14 Aurora Highlands CSP-2	Retainage Multiple	Retainage Multiple	\$ 100,826.80 \$ 716,460.45	\$ 84 284 40	\$ 100,826.80 \$ 632,176.05	1132222 MULTIPLE	05/18/21 MULTIPLE	\$ 100,826.80 RAH 05/24/21 \$ 632,176.05 RAH MULTIPLE	\$ 100,826.80 0.00% \$ \$ 632,176.05 60.26% \$	- 100.00% - 39.74%	\$ 100,826.80 \$ \$ 632,176.05 \$		9,097.30 \$ 2,176.05 \$	- \$ - \$	
5	Soft FILING 02 RAH	Aztec Consultants	21420-72 Aurora Highlands Filing 2	Multiple	MULTIPLE	\$ 46,859.77	\$ -	\$ 46,859.77	MULTIPLE	MULTIPLE	\$ 46,859.77 RAH MULTIPLE	\$ 46,859.77 53.23% \$	24,943.83 46.77%	\$ 21,915.94 \$	21,915.94 \$ 12	2,552.36 \$ 5,5	141.19 \$ 1,325.02 \$	2,897.36
5	Hard FILING 01 RAH Soft FILING 01 RAH	Bemas Construction City of Aurora	TAH Filing 1 20-050 CSP 1 - Fence Columns, Fencing and Landscape Islands	Retainage 594232	Retainage 12/02/19	\$ 9,966.50 \$ 2,349.00	\$ -	\$ 9,966.55 \$ 2,349.00	1118181 1107089	07/28/20 12/18/19	\$ 9,966.55 07/28/20 \$ 2,349.00 RAH 12/23/19	\$ 9,966.55 43.33% \$ \$ 2,349.00 0.00% \$	4,318.74 \$ 0.57	\$ 5,647.81 \$ \$ 2,349.00 \$		867.80 \$ 5 1,174.50 \$	540.96 \$ 540.96 \$	3,698.09 1,174.50
5	Soft FILING 01 RAH	City of Aurora	CSP 1 - Revising Sheets 26-27, 46	610954	06/29/20	\$ 309.00	\$ -	\$ 309.00	Vendor Stmt	06/29/20	\$ 309.00 RAH 06/29/20	\$ 309.00 51.18% \$	158.15 48.82%	\$ 150.85 \$	2,349.00 \$ 150.85 \$		37.71 \$ 37.71 \$	37.71
5	Soft FILING 01 RAH	City of Aurora City of Aurora	CSP 1 - ROW Only - Fiscal Security CSP 1 Application Fee Estimate Invoice	06.25.2020 02.22.2019	06/25/20 02/22/19	\$ 2,250.00	ş -	\$ 2,250.00	1124279 1092106	11/18/20 03/07/19	\$ 2,250.00 RAH \$ 30,395.20 RAH 03/26/20	\$ - 0.00% \$ \$ 30.395.20 51.18% \$	- 100.00% 15.556.91 48.82%	\$ 2,250.00 \$ \$ 14.838.11 \$	- \$ 14.838.20 \$	3.709.55 \$ 3.7	709 55 \$ 3 709 55 \$	3.709.55
5	Soft FILING 01 RAH Soft FILING 01 RAH	City of Aurora City of Aurora	CSP 1 Application Fee Estimate Invoice CSP 1 Civil Plan Review	578114	02/22/19	\$ 30,395.02	\$ -	\$ 30,395.02	1101302	03/07/19	\$ 30,395.20 RAH 03/26/20 \$ 33,489.00 RAH 09/11/19	\$ 30,395.20 51.18% \$ \$ 33,489.00 41.91% \$	15,556.91 48.82% 14,033.94 58.09%	\$ 14,838.11 \$			709.55 \$ 3,709.55 \$ 863.77 \$ 4,863.77 \$	4,863.77
5	Soft FILING 01 RAH	City of Aurora	CSP 1 Irrigation Plan Fee	604113	05/01/20	\$ 3,120.00	\$ -	\$ 3,120.00	Vendor Stmt	05/01/20	\$ 3,120.00 RAH 05/01/20	\$ 3,120.00 0.00% \$	- 100.00%	\$ 3,120.00 \$	3,120.00 \$	780.00 \$	780.00 \$ 780.00 \$	780.00
5	Soft FILING 01 RAH Soft FILING 01 RAH	City of Aurora City of Aurora	CSP 1 Irrigation Plan Fee CSP 1 Mylar Plan Difference	624195 594877	10/26/20 12/06/19	\$ 1,820.00 \$ 2,745.00	\$ - \$ -	\$ 1,820.00 \$ 2,745.00	1123187 1107090	10/27/20 12/18/19	\$ 1,820.00 RAH 11/03/20 \$ 2,745.00 RAH 12/23/19	\$ 1,820.00 0.00% \$ \$ 2,745.00 51.18% \$	- 100.00% 1,404.96 48.82%	\$ 1,820.00 \$ \$ 1,340.04 \$	1,820.00 \$ 1,340.04 \$	910.00 \$ 335.01 \$	- \$ - \$ 335.01 \$ 335.01 \$	910.00 335.01
5	Soft FILING 02 RAH	City of Aurora	CSP No. 2 CSP and Plat	574118	06/03/19	\$ 37,027.18	\$ -	\$ 37,027.18	1101303	09/05/19 04/24/20	S 37.027.18 RAH	\$ - 41.91% \$	15 516 65 58 09%	\$ 21,510.53 \$	-			
5	Soft FILING 01 RAH Soft FILING 01 RAH	City of Aurora	Revising Multiple Sheets - CSP 1  Revising Multiple Sheets - CSP 1	605142 604587	04/16/20	S 721.00	5 -	\$ 721.00 \$ 1,236.00	1113896 1114620		\$ 721.00 RAH 05/12/20	\$ 721.00 51.18% \$ \$ 1,236.00 51.18% \$		\$ 351.97 \$	351.97 \$ 603.30 \$		87.99 \$ 87.99 \$	87.99 150.85
5	Hard FILING 02 RAH	City of Aurora Clear Creek Civil LLC	Revising Multiple Sheets - CSP 1 Grade, seed and install erosion control blanket in pond	1789	04/08/20 12/15/21	\$ 1,236.00 \$ 2,950.00	\$ -	\$ 1,236.00	1114520	05/14/20 01/20/22	\$ 2,950.00 RAH 01/31/22	\$ 1,236.00 51.18% \$ \$ 2,950.00 0.00% \$	632.61 48.82% - 100.00%	\$ 603.39 \$ \$ 2,950.00 \$	603.39 \$ 2,950.00 \$	150.85 \$ : 737.50 \$	150.85 \$ 150.85 \$ 737.50 \$ 737.50 \$	150.85 737.50
5	Hard FILING 02 RAH	Clear Creek Civil LLC	Install Barricade to divert traffice	1802	12/15/21	\$ 3,375.00	\$ -	\$ 3,375.00	1141566	01/20/22	\$ 3,375.00 RAH 01/31/22	\$ 3,375.00 0.00% \$	- 100.00%	\$ 3,375.00 \$	3.375.00 S	843.75 S 8	843.75 \$ 843.75 \$	843.75
5	Hard FILING 02 RAH Soft FILING 02 RAH	Clear Creek Civil LLC CMS Environmental Solutions	Provide and Install Mud Mats Weekly + Post-Storm Inspections	1806 127472	12/15/21 12/01/21	\$ 2,200.00 \$ 595.00	\$ - \$ -	\$ 2,200.00 \$ 595.00	1141566 ACH 32841	01/20/22 12/27/21	\$ 2,200.00 RAH 01/31/22 \$ 595.00 RAH 02/03/22	\$ 2,200.00 51.18% \$ \$ 595.00 51.18% \$	1,126.01 48.82% 304.54 48.82%	\$ 1,073.99 \$ \$ 290.46 \$	1,073.99 \$ 290.46 \$		268.50 \$ 268.50 \$ 72.62 \$ 72.62 \$	268.50 72.62
5	Soft FILING 02 RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	128005	12/01/21	\$ 595.00	\$ -	\$ 595.00	ACH 32841	12/27/21	\$ 595.00 RAH 02/03/22	\$ 595.00 51.18% \$	304.54 48.82%	\$ 290.46 \$	290.46 \$	72.62 \$	72.62 \$ 72.62 \$	72.62
5	Soft FILING 01 RAH	HR Green Development HR Green Development	181259 The Aurora Highlands 181259.01 The Aurora Highlands - PA21, Filing No. 2	Multiple Multiple	Multiple Multiple	\$ 33,073.60 \$ 631.00	\$ -	\$ 33,073.60	Multiple 1120820	Multiple 09/11/20	\$ 33,073.60 RAH Multiple \$ 631.00 RAH 09/15/20	\$ 33,073.60 21.38% \$ \$ 631.00 51.18% \$	7,072.46 78.62% 322.96 48.82%	\$ 26,001.14 \$ \$ 308.04 \$	26,001.14 \$ 14 308.04 \$	1,861.28 \$ 3,3	713.28 \$ 3,713.28 \$	3,713.28 77.01
5		Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FILING 1 20106	Retainage	Retainage	\$ 63,551.18	\$ -	\$ 63,551.18	1126531	01/19/21	\$ 63,551.18 RAH 01/19/21	\$ 63,551.18 100.00% \$	4,546.37	\$ 59,004.82 \$	59,004.82 \$ 28		672.28 \$ 11,168.35 \$	558.80
5	Soft FILING 01 RAH	Norris Design, Inc.	Tah Filing 1 CSP & Plat 0061-01-0155	Multiple	Multiple	\$ 35,656.24	s -	\$ 35,656.24	Multiple	Multiple	\$ 35,656.24 RAH Multiple	\$ 35,656.24 24.89% \$	8,875.17 75.11%	\$ 26,781.07 \$	26,781.07 \$ 9	9,273.35 \$ 4,3	117.19 \$ 4,117.19 \$	9,273.35
5	Soft FILING 02 RAH Soft FILING 06 RAH	Norris Design, Inc. Norris Design, Inc.	Tah Filing 2 0061-01-2089  TAH Richmond Filing 6 CSP & Plat (Floodplain) 0061-01-2476	Multiple Multiple	Multiple Multiple	\$ 15,303.65 \$ 1,203.25	\$ -	\$ 15,303.65 \$ 1,203.25	Multiple Multiple	Multiple Multiple	\$ 15,303.65 RAH Multiple \$ 1,203.25 RAH Multiple	\$ 85.00 -100.00% \$ \$ 1,203.25 59.53% \$	3,371.74 200.00% 716.24 40.47%	\$ 11,931.91 \$ \$ 487.01 \$	11,931.91 \$ 2 131.54 \$		982.98 \$ 2,982.98 \$ 32.89 \$ 32.89 \$	2,982.98
5	Hard FILING 02 RAH	Premier Concrete	Sidewalk - Setup for Sidewalk	252	12/28/21	\$ 4,920.00 \$ 4,567.95	\$ 125.95	\$ 4,794.05	ACH 1141588	01/20/22	\$ 4,794.05 RAH 01/28/22	\$ 4.794.05 0.00% \$	- 100.00%	\$ 4,794.05 \$	4 794 05 5	1 794 05   \$	- \$ - \$	32.03
5	Hard FILING 01 RAH Hard FILING 01 RAH	Xcel Energy Xcel Energy	CSP 1 - 42nd Avenue Gas Rebuild due to ROW Construction CSP 1 - Onsite Electrical Distribution	08.10.2020 11594610	08/10/20	\$ 4,567.95 \$ 144,100.00	\$ -	\$ 4,567.95 \$ 144,100.00	1120603 1112450	09/04/20	\$ 4,567.95 RAH 09/15/20 \$ 144,100.00 RAH 04/03/20	\$ 4,567.95 0.00% \$ \$ 144,100.00 100.00% \$	- 100.00% 144,100.00 0.00%	\$ 4,567.95 \$	4,567.95 \$ 4	1,567.95 \$	- \$ - \$	
5	Hard FILING 01 RAH	Xcel Energy	CSP 1 Gas and Electric Distribution	676368524	02/21/20 03/11/20	\$ 139,700.00	\$ -	\$ 139,700.00	1111728	03/26/20 03/10/20	\$ 139,700.00 RAH 03/19/20	\$ 139,700.00 100.00% \$	139,700.00 0.00%	\$ - \$	- \$ - \$	- \$	- \$ - \$	<del></del> =
5	Hard FILING 01 RAH		CSP 1 Relocate Gas Facilities to Accommodate Infrastructure	11829866	07/13/20	\$ 6,255.98	\$	\$ 6,255.98		08/28/20	\$ 6,522.98 RAH 09/04/20	\$ 6,522.98 0.00% \$	- 100.00%	\$ 6,255.98 \$	6,522.98 \$ 6	5,522.98 \$	- S - S	
			TOTALS to DATE>			\$ 26,919,223.35		\$ 25,153,510.69			\$ 23,742,524.30	\$ 23,781,772.39	6,562,483.26	\$ 18,591,027.43 \$ 1	17,059,231.09 \$ 9,107	7,869.71 \$ 3,073,	234.42 \$ 2,924,769.97 \$	1,953,356.99
			TOTALS for REVISED VERIFICATION NO 1 + Past Expenses>			\$ 6,437,106.41	\$ 240,243,79	\$ 6,196,862,62			\$ 6,275,981.32	\$ 6,275,981.32	700,064.67	\$ 5,496,797.95 \$	5,458,527.44 \$ 3,294	1,060.13 \$ 786.7	297.95 \$ 661,077.93 \$	717,091.43
			TOTALS for VERIFICATION NO 2>			\$ 9,567,137.14							3,779,118,20				140.59 \$ 1,679,167.70 \$	743,077.90
						\$ 1,664,883.73						\$ 1,541,710.18	424.955.16		1,116,664.02 \$ 998			
			TOTALS for VERIFICATION NO 3>			\$ 1,664,883.73	3 123,264.55	5 1,541,619.18			\$ 1,541,619.18	\$ 1,541,/10.18	424,955.16	\$ 1,116,664.02 \$	1,116,664.02 \$ 998	5,351.48 \$ 39,0	U33.64 \$ 40,695.29 \$	38,583.61

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
					TOTALS for VERIFICATION NO 4>			\$ 6,832,004.80		\$ 6,280,734.79			\$ 5,415,228.59			\$ 5,415,228.59		\$ 1,191,450.54		\$ 5,089,284.26	\$ 4,353,622.20	\$ 2,404,419.87 \$	1,056,513.20	491,374.60 \$	401,314.53
					TOTALS for VERIFICATION NO 5>			\$ 2,418,091,27	\$ 125,892,18	\$ 2 292 199 14			\$ 1,492,795,03			\$ 153195212		\$ 466.894.70		\$ 1,825,304,44	\$ 1,067,440,67	S 898.447.66 S	63.249.04	52.454.45 \$	53.289.52



## **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**



#### **SUMMARY OF DOCUMENTS REVIEWED**

#### **SERVICE PLANS**

 First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora, Colorado, prepared by McGeady Becher, P.C., approved October 16, 2017

#### **DISTRICT AGREEMENTS**

- Capital Construction and Reimbursement Agreement (In-Tract Improvements), by and between The Aurora Highlands Community Board and Aurora Highlands, LLC, effective June 24, 2020
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands
   Community Authority Board, Aurora Highlands, LLC, and Pulte Home Company, LLC, effective
   May 10, 2021
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands
   Community Board, Aurora Highlands, LLC, and Richmond American Homes of Colorado, Inc., effective April 10. 2020

### **PROFESSIONAL REPORTS**

- The Aurora Highlands, Filing No. 2, Stormwater Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020

#### LAND SURVEY DRAWINGS

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020



- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc.,dated March 17, 2021

#### **CIVIL ENGINEERING DRAWINGS**

- The Aurora Highlands Contextual Site Plan No. 1, prepared by HR Green Development, LLC, dated February 20, 2019
- The Aurora Highlands Subdivision Filing No. 1 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 19, 2020
- The Aurora Highlands Subdivision Filing No. 2 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020
- The Aurora Highlands Subdivision Filing No. 4 Area Grading Plan, prepared by HR Green Development, LLC, dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 5 Area Grading Plan, prepared by HR Green Development, LLC, dated August 18, 2020
- The Aurora Highlands Subdivision Filing No. 8 Area Grading Plan, prepared by HR Green Development, LLC, dated December 18, 2020
- The Aurora Highlands Subdivision Filing No. 4 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 25, 2021
- The Aurora Highlands Subdivision Filing No. 5 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved April 7, 2021

### **CONSULTANT CONTRACTS**

- Aztec Consultants, Inc., Work Order for Surveying Services for TAH Filings 4 5 8, dated March 12,
   2021, Fully Executed
- CTL Thompson Inc., Work Order for Construction Testing and Observation Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- Contour Services, LLC, Work Order for Construction Management Services, The Aurora Highlands Filing 4, 5, and 8, dated March 31, 2021, Fully Executed
- HG Green Development, LLC, Statement of Services for Engineering and Surveying Services for TAH 4 5 8 13, dated December 18, 2020, Fully Executed
- Norris Design, Scope of Work for Planning Services and Landscape Architectural Services, dated November 24, 2020, Fully Executed

#### **CONSULTANT INVOICES**

- See Exhibit A - Summary of Costs Reviewed



#### **CONTRACTOR CONTRACTS**

- Public Service Company of Colorado d/b/a Xcel Energy, On-Site Distribution Extension Agreement (Electric), executed March 9, 2020
- Public Service Company of Colorado d/b/a Xcel Energy, Frost Agreement, executed March 31, 2020
- Qwest Corporation d/b/a CenturyLink QC, Provisioning Agreement for Housing Developments, to provide distribution facilities to 118 planned units, dated June 16, 2020
- Stormwater Logistics, Inc., Work Order for Erosion Control Installation and Maintenance for TAH Filings 4, 5, & 8, dated March 12, 2021, Fully Executed

#### **CONTRACTOR PAY APPLICATIONS**

- AACMD Draws 1-42
- Bridgewater Homes Pay Applications
  - Nelson Pipeline, Pay Application Nos. 1-4, dated December 21,2021 through February 26, 2022
  - Stormwater Risk Management, Pay Application Nos. 1-3, dated November 22, 2021 through January 24, 2022
- Pulte Homes Pay Applications
  - Brightview Landscape Development, Pay Application Nos. 1-5, dated October 31, 2021 through February 28, 2022
  - o Fiore and Sons, Pay Application Nos. 1-10, dated April 1, 2021 through January 24, 2022
  - Martin Marietta, Pay Application Nos 1 & 2, dated October 25, 2021 through November
     25, 2021
  - Nelson Pipeline Constructors, Pay Application Nos. 1-9, dated June 1, 2021 through January 24, 2022
  - Pro Systems, Pay Application No. 1, dated November 19, 2021
  - Stormwater Risk Management, Pay Application Nos. 1-12, dated June 1, 2021 through
     February 21, 2022
  - Three Sons Construction, Pay Application Nos. 1 & 2, dated October 30. 2021 through November 30, 2021
- Richmond American Homes Pay Applications
  - Alpine Civil Construction, Pay Application Nos. 1-3, dated June 17, 2020 through September 30, 2020
  - Alpine Civil Construction, Pay Application Nos. 1-6, dated May 28, 2021 through October 31, 2021
  - Bemas Construction, Pay Application Nos. 1 & 2, dated February 24, 2020 through March 24, 2020



- Bemas Construction, Pay application Nos. 1-4, dated January 25, 2021 through April 26, 2021
- o Brightview Landscape Development, Pay Application No. 1, dated November 19, 2020
- Integrated Wall Solutions, Pay Application Nos. 1-2, dated July 25, 2020 through August 25, 2020
- o Liberty Infrastructure LLC, Pay Application Nos. 1-12, through October 25, 2020
- Nelson Pipeline Constructors, Pay Application Nos. 1-7, dated March 23, 2021 through November 16, 2021
- ProSystems Professional Electrical Systems, Inc., Pay Application Nos. 1 & 2, dated
   October 8, 2020 through December 21, 2020
- ProSystems Professional Electrical Systems, Inc., Pay Application No. 1, through November 19, 2021

# Aerotropolis Area Coordinating Metropolitan District Draw No. 45 March 17, 2022

				Capital Amount					
<u>Vendor</u>	Invoice No.	G/L Date	Invoice Total	<u>Requested</u>	<u>District - A Bonds</u>	<u>District - B Bonds</u>	<u>ARTA</u>	<u>ATEC</u>	<u>Developer</u>
Funding for contracts:									
Aztec	112697	12/31/21	2,250.01	2,250.01	2,250.01	-	-	_	_
Aztec	122955	03/31/22	1,440.02	1,440.02	1,440.02	_	-	_	_
Aztec	122956	03/31/22	2,489.94	2,489.94	1,444.17	_	1,045.77	_	_
CTL	614577	03/31/22	680.50	680.50	680.50	_	-	_	_
CTL	614578	03/31/22	709.50	709.50	657.42	_	52.08	_	_
CTL	582000	12/31/21	125.00	125.00	125.00	_	-	_	_
CTL	614580	03/31/22	5,594.00	5,594.00	-	5,594.00	-	_	_
CTL	614648	03/31/22	24,000.00	24,000.00	_	, -	24,000.00	_	_
CTL	601065	12/31/21	2,500.00	2,500.00	2,500.00	-	-	-	-
JHL	PayApp23	03/31/22	149,719.27	149,719.27	86,837.18	-	62,882.09	-	-
JHL	PayApp3	01/31/22	4,870.12	4,870.12	4,870.12	-	-	-	-
JHL	PayApp3	03/31/22	201,453.27	201,453.27	201,453.27	-	-	-	-
JHL	PayApp2	03/31/22	354,867.43	354,867.43	354,867.43	-	-	-	-
JHL	PayApp8	03/31/22	34,589.52	34,589.52	34,589.52	-	-	-	-
OxBlue	468770	03/31/22	3,988.00	3,988.00	-	1,764.57	-	-	2,223.43
OxBlue	468430/correction to Draw 44	03/31/22	3,402.00	3,402.00	-	(361.68)	-	-	3,763.68
Stormwater Risk Management	PayApp34	03/31/22	104,325.25	104,325.25	63,089.83	-	41,235.42	-	-
Stormwater Risk Management	PayApp2	03/31/22	79,420.00	79,420.00	79,420.00	-	-	-	-
Total Contracts			976,423.83	976,423.83	834,224.47	6,996.89	129,215.36	-	5,987.11
Funding for Design:									
Aecom	2000591358	03/31/22	25,038.00	25,038.00	25,038.00	-	-	-	-
Aecom	2000591361	03/31/22	958.67	958.67	958.67	-	-	-	-
Aecom	2000591413	03/31/22	17,809.30	17,809.30	17,809.30	-	-	-	-
Aecom	2000591345	03/31/22	4,688.50	4,688.50	-	-	-	4,688.50	-
Aecom	2000591302	03/31/22	4,071.00	4,071.00	-	-	4,071.00	-	-
Aecom	2000591308	03/31/22	6,998.00	6,998.00	-	-	6,998.00	-	-
Aecom	2000591315	03/31/22	5,820.25	5,820.25	-	-	5,820.25	-	-
Aecom	2000591374	03/31/22	4,976.75	4,976.75	-	-	4,976.75	-	-
Aecom	2000591321	03/31/22	1,986.75	1,986.75	-	-	1,986.75	-	-
Aecom	2000591377	03/31/22	121,815.00	121,815.00	-	-	121,815.00	-	-
Aecom	2000591419	03/31/22	11,156.75	11,156.75	-	-	11,156.75	-	-
Aecom	2000591426	03/31/22	70,929.25	70,929.25	-	-	70,929.25	-	-
Aecom	2000591339	03/31/22	3,946.75	3,946.75	-	-	3,946.75	-	-
Aztec	122655	03/31/22	5,700.00	5,700.00	-	-	5,700.00	-	-
Aztec	122654	03/31/22	6,225.00	6,225.00	6,225.00	-	-	-	-
Aztec	122627	03/31/22	5,200.00	5,200.00	5,200.00		-	-	-
Beam Longest Neff	69013	03/31/22	26,032.50	26,032.50	-	-	26,032.50	-	-

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# Aerotropolis Area Coordinating Metropolitan District Draw No. 45 March 17, 2022

				Capital Amount					
<u>Vendor</u>	<u>Invoice No.</u>	G/L Date	Invoice Total	<u>Requested</u>	<u> District - A Bonds</u>	<u>District - B Bonds</u>	<u>ARTA</u>	<u>ATEC</u>	<u>Developer</u>
Beam Longest Neff	69012	03/31/22	21,140.00	21,140.00	-	-	21,140.00	-	-
Big West	124	03/31/22	24,930.00	24,930.00	24,930.00	-	-	-	-
Clanton & Assoc	21083-1	03/31/22	5,657.50	5,657.50	5,657.50	-	-	-	-
Clanton & Assoc	21094-2	03/31/22	9,034.00	9,034.00	9,034.00	_	-	-	-
Clanton & Assoc	21030.1-7	03/31/22	202.50	202.50	· <u>-</u>	_	202.50	_	_
Cage	5455	03/31/22	2,125.00	2,125.00	2,125.00	_		_	_
CTL	597229	12/31/21	275.00	275.00	275.00	_	_	_	_
CTL	600599	12/31/21	1,508.88	1,508.88	759.65	-	749.23	-	-
JHL	90068	03/31/22	94,500.00	94,500.00	94,500.00	-	-	-	-
EV Studio	19120-25	03/31/22	49.60	49.60	49.60	-	-	-	-
HR Green	150297	03/31/22	582.00	582.00	337.56	-	244.44	-	-
HR Green	150314	03/31/22	885.72	885.72	-	-	885.72	-	-
HR Green	150302	03/31/22	1,718.00	1,718.00	-	-	1,718.00	-	-
HR Green	150308	03/31/22	1,609.25	1,609.25	1,609.25	-	-	-	-
HR Green	150309	03/31/22	5,480.00	5,480.00	5,480.00	-	-	-	-
Matrix				-	-	-	-	-	-
Merrick	209040	12/31/21	17,135.50	17,135.50	17,135.50	-	-	-	-
Merrick	209038	12/31/21	22,600.50	22,600.50	13,108.29	-	9,492.21	-	-
Merrick	209036	12/31/21	1,748.75	1,748.75	1,014.28	-	734.47	-	-
Norris	01-70462	03/31/22	900.00	900.00	900.00	-	-	-	-
Norris	01-71034	03/31/22	14,759.20	14,759.20	14,759.20	-	-	-	-
Norris	01-70761	03/31/22	1,035.00	1,035.00	1,035.00	-	-	-	-
Norris	01-70872	03/31/22	2,856.75	2,856.75	2,856.75	-	-	-	-
Norris	01-71040	03/31/22	16,960.90	16,960.90	16,960.90	-	-	-	-
Norris	01-70817	03/31/22	1,320.00	1,320.00	1,320.00	-	-	-	-
Norris	01-70617	03/31/22	1,782.50	1,782.50	1,782.50	-	-	-	-
Norris	01-70950	03/31/22	4,153.50	4,153.50	4,153.50	-	-	-	-
Norris	01-70871	03/31/22	2,155.42	2,155.42	1,250.14	-	905.28	-	-
Schedio	181106-1089	03/31/22	15,519.53	15,519.53	15,519.53	-	-	-	-
Schedio	181106-1090	03/31/22	11,217.13	11,217.13	-	11,217.13	-	-	-
Schedio	181107-1091	03/31/22	4,172.00	4,172.00	-	-	4,172.00	_	-
Summit Strategies	1330	03/31/21	97,866.78	97,866.78	94,647.78	-	3,069.00	150.00	-
Total Design		<u> </u>	709,233.38	709,233.38	386,431.90	11,217.13	306,745.85	4,838.50	-
	Total amount of checks			1,685,657.21	1,220,656.37	18,214.02	435,961.21	4,838.50	5,987.11
	Interim Payments		_	·					
	interim rayments								

# Aerotropolis Area Coordinating Metropolitan District Draw No. 45 March 17, 2022

<u>Vendor</u>	Invoice No.	<u>G/L Date</u>	Invoice Total	<u>Ca</u>	apital Amount Requested
	COA Payments Other - Matrix adjustment Other - SRM adjustment				46,755.50 - -
	Total Amount of Draw 45			\$	1,732,412.71
	Anticipated Requisition No. 7			\$	1,241,498.25

<u> District - A Bonds</u>	<u> District - B Bonds</u>	<u>ARTA</u>	<u>ATEC</u>	<u>Developer</u>
46,755.50	-	-	-	-
-	(47,943.60)	-	-	47,943.60
-	(1,022.54)	-	-	1,022.54
\$ 1,267,411.87	\$ (30,752.12)	\$ 435,961.21	\$ 4,838.50	\$ 54,953.25

### Aerotropolis Area Coordinating Metro District Check List

All Bank Accounts March 10, 2022

Check Number	Check Date	Payee		Amount
Vendor Checks				
134	03/10/22	AECOM Technical Services, Inc.		280,194.97
135	03/10/22	Aztec Consultants, Inc		23,304.97
136	03/10/22	Beam Longest Neff		47,172.50
137	03/10/22	Big West Consulting		24,930.00
138	03/10/22	Cage Civil Engineering		2,125.00
139	03/10/22	Clanton & Associates		14,894.00
140	03/10/22	CTL Thompson, INC		35,392.88
141	03/10/22	EVstudio EVstudio		49.60
142	03/10/22	HR Green Development, LLC		10,274.97
1 <del>4</del> 3	03/10/22	JHL Constructors, Inc		839,999.61
144	03/10/22	Merrick & Company		41,484.75
145	03/10/22	NORRIS DESIGN		45,923.27
1 <del>4</del> 6	03/10/22	Ox Blue		7,390.00
147	03/10/22	Schedio Group LLC		30,908.66
148	03/10/22	STORMWATER RISK MANAGEMENT LLC		183,745.25
149	03/10/22	Summit Strategies		97,866.78
			Vendor Check Total	1,685,657.21
			Check List Total	1,685,657.21

Check count = 16

GL Account	Description		Gross Open Amount	Discount Available	Net Open Amount	Cash Required
AECOM Techn	AECOM Technical Services, Inc.					
Reference: GL AP account: 307862	2000591358 302500 Program Management - AECOM Technica Services, Inc.	al _	Date: 03/31 Due date: 03/31 25,038.00		Discount exp date: Payment term:	
		Totals	25,038.00	0.00	25,038.00	25,038.00
Reference: GL AP account: 307862	2000591361 302500 Program Management - AECOM Technica Services, Inc.	al _	Date: 03/31 Due date: 03/31 958.67		Discount exp date: Payment term:	
		Totals	958.67	0.00	958.67	958.67
Reference: GL AP account: 307862	2000591413 302500 Program Management - AECOM Technica Services, Inc.	al _	Date: 03/31 Due date: 03/31 17,809.30		Discount exp date: Payment term:	
		Totals	17,809.30	0.00	17,809.30	17,809.30
Reference: GL AP account: 301254	2000591345 302500 Accounts Receivable - ATEC - AECOM Technical Services, Inc.	-	Date: 03/31 Due date: 03/31 4,688.50		Discount exp date: Payment term:	
		Totals	4,688.50	0.00	4,688.50	4,688.50
Reference: GL AP account: 301250	2000591302 302500 Accounts Receivable - ARTA - AECOM Technical Services, Inc.	-	Date: 03/31 Due date: 03/31 4,071.00		Discount exp date: Payment term:	
		Totals	4,071.00	0.00	4,071.00	4,071.00
Reference: GL AP account: 301250	2000591308 302500 Accounts Receivable - ARTA - AECOM Technical Services, Inc.	-	Date: 03/31 Due date: 03/31 6,998.00		Discount exp date: Payment term:	
		Totals	6,998.00	0.00	6,998.00	6,998.00
Reference: GL AP account: 301250	2000591315 302500 Accounts Receivable - ARTA - AECOM Technical Services, Inc.	_	Date: 03/31 Due date: 03/31 5,820.25		Discount exp date: Payment term:	
		Totals	5,820.25	0.00	5,820.25	5,820.25
Reference: GL AP account: 301250	2000591374 302500 Accounts Receivable - ARTA - AECOM	-	Date: 03/31 Due date: 03/31 4,976.75		Discount exp date: Payment term:	
	Technical Services, Inc.	Totals	4,976.75	0.00	4,976.75	4,976.75
Reference: GL AP account: 301250	2000591321 302500 Accounts Receivable - ARTA - AECOM	-	Date: 03/31 Due date: 03/31 1,986.75		Discount exp date: Payment term:	
	Technical Services, Inc.	Totals	1,986.75	0.00	1,986.75	1,986.75
Reference: GL AP account: 301250	2000591377 302500 Accounts Receivable - ARTA - AECOM	_	Date: 03/31 Due date: 03/31 121,815.00		Discount exp date: Payment term:	
	Technical Services, Inc.	Totals	121,815.00	0.00	121,815.00	121,815.00

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# **Aerotropolis Area Coordinating Metro District** Cash Requirement Report - Detailed All Dates

		All Dates			
GL Account	Description	Gross Open Amount			Cash Required
Reference:	2000591419	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM	11,156.75			
	Technical Services, Inc. Tota	als 11,156.75	0.00	11,156.75	11,156.75
	1010	11,100.70	0.00	11,130.73	11,100.70
Reference:	2000591426	Date:	03/31/22	Discount exp date:	
GL AP account:	302500	Due date:	03/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM	70,929.25		,	
	Technical Services, Inc.				
	Tota	als 70,929.25	0.00	70,929.25	70,929.25
Defenses	2020504222	Data	00/01/00	Diagonal complete	
Reference:	2000591339 302500	Date: Due date:	03/31/22	Discount exp date:	
GL AP account:				Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	3,946.75			
	Tota	als 3,946.75	0.00	3,946.75	3,946.75
	Totals for AECOM Technical Services, In	<b>ic.</b> 280,194.97	0.00	280,194.97	280,194.97
	Totals for ALCOW Technical Services, In	200,174.77	0.00	200,174.77	200,174.77
Aztec	Aztec Consultants, Inc				
Reference:	112697	Date:	12/31/21	Discount exp date:	
GL AP account:	302500		12/31/21	Payment term:	
307871	Surveying - Aztec Consultants, Inc	2,250.01		,	
	Tota		0.00	2,250.01	2,250.01
Reference:	122956	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Aztec Consultants, Inc	1,045.77			
307867	Trib T Geomorphology - Aztec Consultants,	1,444.17			
	Inc				
	Tota	als 2,489.94	0.00	2,489.94	2,489.94
Reference:	122955	Date:	03/31/22	Discount exp date:	
GL AP account:	302500	Due date:		Payment term:	
307871	Surveying - Aztec Consultants, Inc	1,440.02		.,	
	Tota			1,440.02	1,440.02
Reference:	122655	Date:	03/31/22	Discount exp date:	
GL AP account:	302500	Due date:	03/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Aztec	5,700.00			
	Consultants, Inc Tota	als 5,700.00	0.00	5,700.00	5,700.00
		2,122.00			.,
Reference:	122654	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
307871	Surveying - Aztec Consultants, Inc	6,225.00			
	Tota	als 6,225.00	0.00	6,225.00	6,225.00
Reference:	122627	Date:	03/31/22	Discount exp date:	
GL AP account:	302500	Due date:	03/31/22	Payment term:	
307871	Surveying - Aztec Consultants, Inc	5,200.00			
	Tota			5,200.00	5,200.00
	Totals for Aztec Consultants, I	nc 23,304.97	0.00	23,304.97	23,304.97

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	69012	Date: 03/31		Discount exp date:	
GL AP account: 301250	302500	Due date: 03/31	1/22 P	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	21,140.00			
	Totals	21,140.00	0.00	21,140.00	21,140.00
Reference:	69013	Date: 03/31	1/22 D	Discount exp date:	
GL AP account:	302500	Due date: 03/31	1/22 P	ayment term:	
301250	Accounts Receivable - ARTA - Beam Longest	26,032.50			
	Neff Totals	26,032.50	0.00	26,032.50	26,032.50
	Totals for Beam Longest Neff	47,172.50	0.00	47,172.50	47,172.50
BIGWEST	Big West Consulting				
Reference:	124	Date: 03/31	1/22 F	Discount exp date:	
GL AP account:	302500	Date. 03/31		Payment term:	
307821	Landscape, Hardscape & Monumentation -	24,930.00			
	Big West Consulting  Totals	24,930.00	0.00	24,930.00	24,930.00
		,			
	Totals for Big West Consulting	24,930.00	0.00	24,930.00	24,930.00
CAGE Civil	Cage Civil Engineering				
Reference:	5455	Date: 03/31	1/22	Discount exp date:	
GL AP account:	302500	Due date: 03/31	1/22 P	ayment term:	
307866	Civil Engineering - Cage Civil Engineering	2,125.00	0.00	2.425.00	2.425.00
	Totals	2,125.00	0.00	2,125.00	2,125.00
	Totals for Cage Civil Engineering	2,125.00	0.00	2,125.00	2,125.00
CLAN	Clanton & Associates				
Reference:	21083-1	Date: 03/31	1/22 E	Discount exp date:	
GL AP account:	302500	Due date: 03/31		Payment term:	
307865	Construction Assistance - Clanton &	5,657.50			
	Associates Totals	5,657.50	0.00	5,657.50	5,657.50
Defense	21004.2	D-1- 00/2	1/22	Nanaumak asses alak	
Reference: GL AP account:	21094-2 302500	Date: 03/31 Due date: 03/31		Discount exp date: Payment term:	
307865	Construction Assistance - Clanton &	9,034.00	1,22 F	aymont torill.	
23.000	Associates Totals	9,034.00	0.00	9,034.00	9,034.00
	rotals	7,034.00	0.00	9,034.00	9,034.00
Reference:	21030.1-7	Date: 03/31		Discount exp date:	
GL AP account:	302500	Due date: 03/31	1/22 P	Payment term:	
301250	Accounts Receivable - ARTA - Clanton & Associates	202.50			
	Totals	202.50	0.00	202.50	202.50
	Totals for Clanton & Associates	14,894.00	0.00	14,894.00	14,894.00
CTL Thompso	CTL Thompson, INC				
Reference:	597229	Date: 12/31	1/21 Γ	Discount exp date:	

GL Account	Description	Gross Open Amount	Discount Available		Cash Required
307859	Utilities - CTL Thompson, INC	275.00			
	Tot	als 275.00	0.00	275.00	275.00
Reference:	600599	Date:	12/31/21	Discount exp date:	
GL AP account:	302500		12/31/21	Payment term:	
301250	Accounts Receivable - ARTA - CTL Thompson, INC	749.23			
307859	Utilities - CTL Thompson, INC	759.65			
	Tot	als 1,508.88	0.00	1,508.88	1,508.88
Deference	401045	Data	10/01/01	Discount our data.	
Reference: GL AP account:	601065 302500	Date: Due date:	12/31/21 12/31/21	Discount exp date: Payment term:	
307859	Utilities - CTL Thompson, INC	2,500.00	12/31/21	r dyment term.	
	Tot	als 2,500.00	0.00	2,500.00	2,500.00
) - <del>f</del>	50000	Data	10/01/01	Discount our date	
Reference: GL AP account:	582000 302500	Date: Due date:	12/31/21 12/31/21	Discount exp date: Payment term:	
307859	Utilities - CTL Thompson, INC	125.00	12/31/21	r ayınıcını termi.	
22.007	Tot		0.00	125.00	125.00
	(4.4570	<b>-</b>	00/04/65	Di di di	
Reference:	614578	Date:	03/31/22	Discount exp date:	
GL AP account: 301250	302500 Accounts Receivable - ARTA - CTL	Due date: 52.08	U3/31/22	Payment term:	
	Thompson, INC				
307859	Utilities - CTL Thompson, INC	657.42			
	Tot	als 709.50	0.00	709.50	709.50
Reference:	614648	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
301250	Accounts Receivable - ARTA - CTL	24,000.00			
	Thompson, INC ARTA Tot	als 24,000.00	0.00	24,000.00	24,000.00
loforonss	414E00	D-1-	02/21/22	Discount aug data	
Reference: GL AP account:	614580 302500	Date: Due date:	03/31/22 03/31/22	Discount exp date: Payment term:	
307866	Civil Engineering - CTL Thompson, INC'B	5,594.00			
	Bonds"	als	0.00	E E04 00	5 FO4 OO
	Tot	als 5,594.00	0.00	5,594.00	5,594.00
Reference:	614577	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
307859	Utilities - CTL Thompson, INC	680.50	0.00	/00 50	/00 50
	Tot	als 680.50	0.00	680.50	680.50
	Totals for CTL Thompson, II	NC <u>35,392.88</u>	0.00	35,392.88	35,392.88
EV .	EVstudio				
Reference:	19120-25	Date:	03/31/22	Discount exp date:	
Reference: GL AP account:	302500		03/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation -	49.60		jo toriii.	
	EVstudio	als 40.40	0.00	40.40	40.40
	Tot	als 49.60	0.00	49.60	49.60
	Totals for EVstud	dio <u>49.60</u>	0.00	<u>49.60</u>	49.60
·IR	HR Green Development, LLC				
Reference:	150297	Date:	03/31/22	Discount exp date:	
GL AP account:	302500		03/31/22	Payment term:	
	6 on 03/09/22 at 9:02 PM				

GL Account	Description	Gross Open Amount		vailable	Net Open Amount	Cash Required
301250	Accounts Receivable - ARTA - HR Green	244.44				
307866	Development, LLC Civil Engineering - HR Green Development,	337.56				
	LLC Totals	582.00		0.00	582.00	582.00
Reference:	150314	Date: 0	03/31/22	Di	scount exp date:	
GL AP account: 301250	302500 Accounts Receivable - ARTA - HR Green	Due date: 0 885.72	03/31/22	Pa	yment term:	
	Development, LLC Totals	885.72		0.00	885.72	885.72
Reference:	150302		03/31/22		scount exp date:	
GL AP account: 301250	302500 Accounts Receivable - ARTA - HR Green	Due date: 0 1,718.00	03/31/22	Pa	yment term:	
	Development, LLC Totals	1,718.00		0.00	1,718.00	1,718.00
Reference:	150308	Date: 0	03/31/22	Di	scount exp date:	
GL AP account:	302500	Due date: 0			yment term:	
307866	Civil Engineering - HR Green Development, LLC	1,609.25		2.22	4 /00 0=	4 /00 05
	Totals	1,609.25		0.00	1,609.25	1,609.25
Reference: GL AP account:	150309 302500		03/31/22		scount exp date: lyment term:	
307866	Civil Engineering - HR Green Development,	5,480.00	.5, 5 11 22	1 0	.,	
	LLC Totals	5,480.00		0.00	5,480.00	5,480.00
	Totals for HR Green Development, LLC	10,274.97		0.00	10,274.97	10,274.97
JHL	JHL Constructors, Inc					
Reference:	Pay App 3		01/31/22		scount exp date:	
GL AP account: 307868	302500 Grading/Earthwork - JHL Constructors, Inc	Due date: 0 59.37	03/31/22	Pa	yment term:	
302501	Retainage Payable - JHL Constructors, Inc	4,810.75				
	Totals	4,870.12		0.00	4,870.12	4,870.12
Reference: GL AP account:	Pay App 2 302500		03/31/22 03/31/22		scount exp date: lyment term:	
302501	Retainage Payable - JHL Constructors, Inc	(12,240.00)	JJI J II ZZ	ra	ıyınıcın term.	
307821	Landscape, Hardscape & Monumentation - JHL Constructors, Inc	367,107.43				
	Totals	354,867.43		0.00	354,867.43	354,867.43
Reference:	Pay App 8		03/31/22		scount exp date:	
GL AP account: 302501	302500 Retainage Payable - JHL Constructors, Inc	Due date: 0 (1,820.50)	03/31/22	Pa	yment term:	
307868	Grading/Earthwork - JHL Constructors, Inc	36,410.02				
	Totals	34,589.52		0.00	34,589.52	34,589.52
		D-t-	03/31/22		scount exp date:	
Reference:	Pay App 3		72/21/22	D~		
Reference: GL AP account: 307859	Pay App 3 302500 Utilities - JHL Constructors, Inc		03/31/22	Pa	yment term:	
GL AP account:	302500 Utilities - JHL Constructors, Inc Retainage Payable - JHL Constructors, Inc	Due date: 0 212,056.07 (10,602.80)	03/31/22			201 452 27
GL AP account: 307859	302500 Utilities - JHL Constructors, Inc	Due date: 0 212,056.07 (10,602.80) 201,453.27	03/31/22	0.00	201,453.27 scount exp date:	201,453.27

		7th Dates				
GL Account	Description	Gross Open Amount		Discount Available		Cash Required
GL AP account: 307867	302500 Trib T Geomorphology - JHL Constructors, Inc	Due date: 94,717.14	03/31/22	!	Payment term:	
302501 301250	Retainage Payable - JHL Constructors, Inc Accounts Receivable - ARTA - JHL Constructors, Inc	(7,879.96) 62,882.09				
	Totals	149,719.27		0.00	149,719.27	149,719.27
Reference: GL AP account: 307865	90068 302500 Construction Assistance - JHL Constructors,	Date: Due date: 94,500.00	03/31/22 03/31/22		Discount exp date: Payment term:	
307.000	Inc Totals	94,500.00	-	0.00	94,500.00	94,500.00
	Totals for JHL Constructors, Inc	839,999.61		0.00	839,999.61	839,999.61
Merrick	Merrick & Company	<u> </u>				<u> </u>
	, ,	5.	10/04/5		Discount	
Reference: GL AP account: 307867	209040 302500 Trib T Geomorphology - Merrick & Company	Date: Due date: 17,135.50	12/31/21 12/31/21		Discount exp date: Payment term:	
	Totals	17,135.50	-	0.00	17,135.50	17,135.50
Reference: GL AP account: 307867 301250	209038 302500 Trib T Geomorphology - Merrick & Company Accounts Receivable - ARTA - Merrick &	Date: Due date: 13,108.29 9,492.21	12/31/21 12/31/21		Discount exp date: Payment term:	
	Company Totals	22,600.50		0.00	22,600.50	22,600.50
Reference: GL AP account: 301250	209036 302500 Accounts Receivable - ARTA - Merrick & Company	Date: Due date: 734.47	12/31/21 12/31/21		Discount exp date: Payment term:	
307867	Trib T Geomorphology - Merrick & Company Totals	1,014.28 1,748.75		0.00	1,748.75	1,748.75
	Totals for Merrick & Company	41,484.75		0.00	41,484.75	41,484.75
NORRISDESIG	NORRIS DESIGN					
Reference: GL AP account: 307821	01-70462 302500 Landscape, Hardscape & Monumentation - NORRIS DESIGN	Date: Due date: 900.00	03/31/22		Discount exp date: Payment term:	
	Totals	900.00		0.00	900.00	900.00
Reference: GL AP account: 307821	01-71034 302500 Landscape, Hardscape & Monumentation -	Date: Due date: 14,759.20	03/31/22		Discount exp date: Payment term:	
	NORRIS DESIGN Totals	14,759.20		0.00	14,759.20	14,759.20
	01-70761	Date: Due date:	03/31/22 03/31/22		Discount exp date: Payment term:	
Reference: GL AP account: 307821	302500  Landscape, Hardscape & Monumentation - NORRIS DESIGN	1,035.00				
GL AP account:		1,035.00 1,035.00	•	0.00	1,035.00	1,035.00

		Gross	;	Discount	Net	Cash
GL Account	Description	Open Amount	:	Available	Open Amount	Required
GL AP account: 307821	302500 Landscape, Hardscape & Monumentation -	Due date: 2,856.75	03/31/22	2	Payment term:	
	NORRIS DESIGN Totals	2,856.75		0.00	2,856.75	2,856.75
Reference:	01-71040	Date:	03/31/22		Discount exp date:	
GL AP account: 307821	302500 Landscape, Hardscape & Monumentation - NORRIS DESIGN	Due date: 16,960.90	03/31/22	2	Payment term:	
	Totals	16,960.90		0.00	16,960.90	16,960.90
Reference:	01-70817	Date:	03/31/22		Discount exp date:	
GL AP account: 307821	302500  Landscape, Hardscape & Monumentation -	Due date: 1,320.00	03/31/22	<u>}</u>	Payment term:	
	NORRIS DESIGN Totals	1,320.00		0.00	1,320.00	1,320.00
Reference:	01-70617	Date:	03/31/22		Discount exp date:	
GL AP account: 307821	302500 Landscape, Hardscape & Monumentation -	Due date: 1,782.50	03/31/22	<u>)</u>	Payment term:	
	NORRIS DESIGN Totals	1,782.50		0.00	1,782.50	1,782.50
Reference:	01-70950	Date:	03/31/22		Discount exp date:	
GL AP account: 307821	302500  Landscape, Hardscape & Monumentation -	Due date: 4,153.50	03/31/22	2	Payment term:	
	NORRIS DESIGN Totals	4,153.50		0.00	4,153.50	4,153.50
Reference:	01-70871	Date:	03/31/22		Discount exp date:	
GL AP account: 307821	302500 Landscape, Hardscape & Monumentation - NORRIS DESIGN	Due date: 1,250.14	03/31/22	2	Payment term:	
301250	Accounts Receivable - ARTA - NORRIS DESIGN	905.28				
	Totals	2,155.42		0.00	2,155.42	2,155.42
	Totals for NORRIS DESIGN	45,923.27	====	0.00	45,923.27	45,923.27
Ox Blue	Ox Blue					
Reference:	468770	Date:	03/31/22		Discount exp date:	
GL AP account: 307851	302500 Camera Monitoring - Ox Blue	1,764.57	03/31/22	<u>′</u>	Payment term:	
301251	Accounts Receivable - Developer - Ox Blue Totals	2,223.43 3,988.00		0.00	3,988.00	3,988.00
Reference:	468430	Date:	03/31/22		Discount exp date:	
GL AP account: 307851	302500 Camera Monitoring - Ox Blue' B Bonds"	Due date: (361.68)	03/31/22	2	Payment term:	
301251	Accounts Receivable - Developer - Ox Blue Totals	3,763.68 3,402.00	-	0.00	3,402.00	3,402.00
	Totals for Ox Blue	7,390.00		0.00	7,390.00	7,390.00
SCHEDIO	Schedio Group LLC	-	-		<u> </u>	·
	181106-1089	Date:	03/31/22	)	Discount exp date:	
Reference:	101100 1007	Date.	00/01/22	•	Discount CAP date.	

		All Dates				
		Gross	;	Discount	Net	Cash
GL Account	Description	Open Amount	:	Available	Open Amount	Required
	Totals	15 510 52		0.00	15 510 52	15,519.53
	Totals	15,519.53		0.00	15,519.53	15,519.53
Reference:	181106-1090	Date:	03/31/22	2 D	iscount exp date:	
GL AP account:	302500	Due date:	03/31/22	2 P	ayment term:	
307805	Cost Verification - Schedio Group LLC'B Bonds"	11,217.13	-			
	Totals	11,217.13		0.00	11,217.13	11,217.13
Reference:	181107-1091	Date:	03/31/22	? D	iscount exp date:	
GL AP account:	302500	Due date:	03/31/22	. P	ayment term:	
301250	Accounts Receivable - ARTA - Schedio Group LLC	4,172.00	-			
	Totals	4,172.00		0.00	4,172.00	4,172.00
	Totals for Schedio Group LLC	30,908.66		0.00	30,908.66	30,908.66
SRM	STORMWATER RISK MANAGEMENT LLC					
Reference:	Pay App 2	Date:	03/31/22	) n	iscount exp date:	
GL AP account:	302500	Date. Due date:	03/31/22		ayment term:	
307872	Erosion Control - STORMWATER RISK	83,600.00	03/31/22		ayment term.	
302501	MANAGEMENT LLC Retainage Payable - STORMWATER RISK	(4,180.00)	<u>!</u>			
	MANAGEMENT LLC Totals	79,420.00		0.00	79,420.00	79,420.00
Reference:	Pay App 34	Date:	03/31/22	) D	iscount exp date:	
GL AP account:	302500	Due date:	03/31/22		ayment term:	
302501	Retainage Payable - STORMWATER RISK MANAGEMENT LLC	(5,490.80)			aymont torm.	
301250	Accounts Receivable - ARTA - STORMWATER RISK MANAGEMENT LLC	41,235.42				
307868	Grading/Earthwork - STORMWATER RISK MANAGEMENT LLC	68,580.63	-			
	Totals	104,325.25		0.00	104,325.25	104,325.25
Totals 1	for STORMWATER RISK MANAGEMENT LLC	183,745.25		0.00	183,745.25	183,745.25
SUMMITSTRAT	Summit Strategies					
Reference:	1330	Date:	03/31/22	2 D	iscount exp date:	
GL AP account:	302500	Due date:	03/31/22		ayment term:	
301254	Accounts Receivable - ATEC - Summit	150.00			,	
2070/2	Strategies Program Management Summit Strategies	04 447 70				
307862	Program Management - Summit Strategies	94,647.78				
301250	Accounts Receivable - ARTA - Summit Strategies	3,069.00	-	2.22	07.044.70	07.044.70
	Totals	97,866.78		0.00	97,866.78	97,866.78
	<b>Totals for Summit Strategies</b>	97,866.78		0.00	97,866.78	97,866.78
	Company Totals	1,685,657.21		0.00	1,685,657.21	1,685,657.21

### TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPO	ORARY AC	CCESS EAS	SEMENT	GAGREE!	MENT (" <u>A</u>	greem	<mark>ient</mark> ") is mad	de and
entered into this	day of			_ 2022 ("	Effective 1	Date")	, by and be	tween
GRIMM FARMS	LLC, a	Colorado	limited	liability	company	(the	"Grantor"	) and
AEROTROPOLIS	AREA CO	OORDINA	TING	METROI	POLITON	DIST	<b>ΓRICT</b> , a	quasi-
municipal corporatio	n and politi	ical subdivi	ision of	the State	of Colorado	o (the	"Grantee")	. The
Grantor and Grantee	are collectiv	vely referre	d to here	in as the "	<b>Parties</b> " at	nd eacl	h individual	ly as a
"Party."		-						

### **RECITALS**

- A. The Grantor is the owner of real property generally located between E. 26<sup>th</sup> Avenue and Interstate 70 and being a portion of the Eastern ½ of Section 32, Township 3S, Range 65W located in the City of Aurora, Adams County, Colorado (as depiction in **Exhibit A**, "**Grantor's Property**").
- B. The Grantee is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its First Amended and Restated Service Plan approved by the City of Aurora, Colorado on October 16, 2017 (the "Service Plan").
- C. The Grantee has been engaged to plan for, design, construct, and install certain public improvements, including regional transportation system improvements within and serving the Aerotropolis Regional Transportation Authority ("ARTA") and The Aurora Highlands master planned community, which may include, *inter alia*, water, sanitation and stormwater improvements, streets, roads, traffic and safety, and other improvements (collectively, the "Improvements").
- D. To support the survey, utility, and geotechnical activities necessary for ARTA's development of the Improvements, the Grantee has requested a temporary access easement to the Grantor's Property to survey conditions, take geotechnical samples, and for ingress and egress of equipment, vehicles, and pedestrians ("**Permitted Uses**").
- E. The Grantor desires to grant to the Grantee a temporary access easement for such Permitted Uses subject to the terms and conditions set forth herein.
- NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties agree as follows:

### **TERMS & CONDITIONS**

1. <u>Grant</u>. For and in consideration of the sum of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and

assigns, a temporary non-exclusive easement (the "**Easement**") in, to, through, over, under and across the Grantor's Property for the Permitted Uses.

- 2. <u>Certain Reserved Rights</u>. The Grantor reserves the right to use the Grantor's Property and to grant further interest in the Grantor's Property to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.
- 3. <u>Personal Property</u>. If any equipment is on the Grantor's Property on the Effective Date of this Agreement which interferes with Grantee's permitted use of the Grantor's Property, the Grantee agrees to relocate such equipment to a mutually agreed upon location within the Grantor's Property.
- 4. <u>Title; Inurement.</u> The Grantor covenants that it has full legal right and lawful authority to make the grant herein contained and further covenants that it will warrant and forever defend the Easement in the quiet and peaceable possession of the Grantee and its successors and assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, administrators, successors and assigns.
- 5. <u>Insurance</u>. During the term of this Agreement, the Grantee, or the Grantee's contractor(s), shall maintain commercial general liability insurance. Such insurance shall insure against any and all claims or liabilities for injury or death to person or damage to property arising from the Grantee's actions as it relates to this Agreement and the use of the Grantor's Property hereunder. All such policies shall be kept in full force and effect during all times that the Grantee is using the Grantor's Property.
- 6. <u>Damages; Governmental Immunity</u>. Except as may be prohibited or limited by applicable law, the Grantee will be responsible for all costs required to repair any damages to the Grantor's Property caused by the Grantee or its permittees in the exercise of the rights granted under this Agreement and the Grantee will restore the Grantor's Property to substantially the same condition it was in prior to the Grantee's use. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges and immunities of the Grantee pursuant to the Colorado Governmental Immunity Act, §24-10-101, et. seq., C.R.S., as the same may be amended from time to time.
- 7. <u>Termination</u>. The Grantee's rights hereunder shall automatically terminate without further action, demand, or notice on August 31, 2022.
- 8. <u>Attorneys' Fees</u>. In the event any Party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing Party as part of its judgment or award its reasonable attorneys' fees and costs.
- 9. <u>Relationship of Parties</u>. Nothing in this Agreement shall be deemed or construed by any Party, or by any third person, to create the relationship of principal and

agent, or of limited or general partners, or of joint venturers or of any other association between the Parties.

- 10. <u>Assignment</u>. The Grantor and the Grantee acknowledge and agree that the Grantee has the right to assign all or any part of its rights and obligations under this Agreement without the consent of the Grantor. Any such assignment shall be effective upon delivery to the Grantor of notice of such assignment.
- 11. <u>Notice</u>. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

GRANTOR: Grimm Farms LLC

1280 Fairfax Street Denver, CO 80220

WITH A COPY TO: Beck, Payne, Frank & Piper, P.C.

3025 S. Parker Road, Suite 200

Aurora, CO 80220 Attn: Diana Payne

Email: djp@beckpayne.com

GRANTEE: Aerotropolis Area Coordinating Metropolitan District

c/o CliftonLarsonAllen LLP

8390 E. Crescent Pkwy., Suite 300 Greenwood Village, CO 80111

Attn: Denise Denslow

Email: denise.denslow@claconnect.com

WITH A COPY TO: McGeady Becher P.C.

450 E. 17<sup>th</sup> Avenue, Suite 400

Denver, CO 80237

Email: legalnotices@specialdistrictlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

12. <u>Section Headings</u>. The section headings contained herein are included for reference purposes only.

- 13. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.
- 14. <u>Governing Law</u>. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, without reference to Colorado conflict of laws principles.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

[signature blocks on following pages]

## [Signature Page 1 of 2 to Temporary Access Easement]

### **Grantor:**

### **GRIMM FARMS LLC**

	Den
	By:
STATE OF COLORADO	)
	) ss.
COUNTY OF	)
<u> </u>	knowledged before me this day of of
GRIMINI FARMS LLC.	
Witness my hand and official seal	l.
My commission expires:	
	Notary Public

## [Signature Page 2 of 2 to Temporary Access Easement]

	Grantee:
	<b>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT,</b> a quasi- municipal corporation and political subdivision of the State of Colorado
	By: Matt Hopper, President
STATE OF COLORADO )	ledged before me this day of
	as President of AEROTROPOLIS AREA
Witness my hand and official seal.	
	Notory Dublic
My commission expires:	Notary Public
My commission expires.	

## **EXHIBIT A**

Depiction of Grantor's Property

# AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT OVERLAP AREA CONSENT AGREEMENT

(The Aurora Highlands Parkway and Pedestrian Pathway)

THIS OVERLAP AREA CONSENT AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of February, 2022, between Aerotropolis Area Coordinating Metropolitan District, a quasimunicipal corporation and political subdivision of the State of Colorado ("Aerotropolis") and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District", and together with Aerotropolis, collectively referred to herein as the "Parties" or individually as a "Party").

### **RECITALS**

**WHEREAS**, the District is the holder of a perpetual, non-exclusive easement (the "Pipeline Easement") over, under, across, above, and through a portion of certain real property pursuant to an Easement Deed and Temporary Construction Easement granted by the City of Aurora dated April 25, 2006 and recorded with the Adams County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 (the "Pipeline Easement Deed"); and

**WHEREAS**, pursuant to the Pipeline Easement Deed the District has certain rights within the real property as more particularly described in the Pipeline Easement Deed (the "Pipeline Easement Property"); and

**WHEREAS**, pursuant to the Pipeline Easement Deed, the District has constructed a forty-eight-inch (48") water pipeline and appurtenances thereto on the Pipeline Easement Property (the "Northern Line"); and

WHEREAS, Aerotropolis desires to install flow fill around the Northern Line and make modifications to a blow off valve (the "Temporary Protection"), construct a temporary road surface for a four-lane divided parkway running on an east-west axis known as the Aurora Highlands Parkway (the "Temporary Road"), a permanent road surface for the Aurora Highlands Parkway (the "Permanent Road"), and a pedestrian pathway between the eastbound and westbound lanes of the Aurora Highlands Parkway (the "Pedestrian Pathway", and together with the Temporary Protection, the Temporary Road and the Permanent Road, the "Improvements") within the Pipeline Easement Property as a component of the Aurora Highlands (the "Project"); and

**WHEREAS**, Aerotropolis and the District have entered into a settlement agreement setting forth the terms and conditions for construction of the Improvements to which this Agreement is an exhibit (the "Settlement Agreement");

**WHEREAS**, the construction of and the presence of the Improvements in the Pipeline Easement Property in accordance with the terms and conditions of this Agreement and the Settlement Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Northern Line; and

**WHEREAS**, Aerotropolis has requested that the District consent to Aerotropolis's non-exclusive use of a portion of the Pipeline Easement Property for Aerotropolis's construction and operation of the Improvements located in the area depicted and described in **Exhibit A** to this Agreement (the "Overlap Area"), in accordance with the terms and conditions provided for in this Agreement and the Settlement Agreement; and

**WHEREAS**, the District and Aerotropolis acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the Overlap Area in order to avoid conflict and to agree to the terms under which Aerotropolis may construct, operate, maintain, and repair the Improvements within the Overlap Area.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

- 1. Consent to Use of Overlap Area for Approved Activities. Subject to all terms and conditions of the Settlement Agreement and this Agreement, the District hereby consents to Aerotropolis's use of the Overlap Area for the purpose of constructing and operating, maintaining, and repairing the Improvements only until such time as the City of Aurora accepts the Improvements for ownership, operations and maintenance (the "Approved Activities") on, in, or under the Overlap Area, provided the Approved Activities are consistent with and do not impair the rights of the District under the Pipeline Easement Deed, and that the Approved Activities adhere to the terms and conditions of the Settlement Agreement and this Agreement. The rights granted by the District under this Agreement are limited to the use by Aerotropolis of the Overlap Area in connection with the Improvements, in compliance with the terms of the Settlement Agreement and this Agreement and for no other purpose. Nothing herein is intended to apply nor shall be deemed to apply to the Northern Line or its related facilities, nor to any other District facilities, to the extent located outside of the Overlap Area. The subset of the permitted Approved Activities that involve only the initial construction and installation of the Improvements are referred to herein specifically as the "Construction Activities." Anything beyond the Approved Activities will necessitate an amendment to this Agreement.
- **Approved Activities Requirements.** Aerotropolis acknowledges and agrees that the District is concerned about the anticipated proximity between the District's Northern Line and the Approved Activities. Aerotropolis agrees that all Approved Activities must be undertaken with reasonable care to prevent harm to the District's Northern Line and subjacent and lateral support for the District's Northern Line. Acknowledging these and other developing concerns for the safety and protection of the District's Northern Line, Aerotropolis shall adhere to the requirements set forth below which are deemed necessary in the sole opinion of the District (the "Approved Activities Requirements"), including, but not limited to the following:
  - **A.** *Temporary Protection of Northern Line.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for construction of the Temporary Protection.
- ii. Construction of the Temporary Protection shall take place in accordance with plans approved by ECCV pursuant to the terms of the Settlement Agreement (the "Temporary Protection Plans"). Following the District's approval the Temporary Protection Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Temporary Protection Plans without the District's prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Temporary Protection Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. Material as used in this provision and in subsequent provisions of this Agreement shall mean changes in the applicable plans which may, in the judgment of a qualified engineering professional with appropriate expertise, create risk to the Northern Line beyond that included in the mutually approved and relevant plans. The District shall have the right to observe any portion of construction of the Temporary Protection. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org prior to the commencement of its construction of the Temporary Protection. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Protection and calling out any approved deviations from the Temporary Protection Plans no later than thirty (30) days after completion of the Temporary Protection.

### **B.** Temporary Road.

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Temporary Road.
- ii. Aerotropolis shall conduct all Construction Activities involving the Temporary Road (the "Temporary Road Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Temporary Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Temporary Road. Aerotropolis shall provide the District with construction plans and specifications for the Temporary Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Temporary Road

Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' detailed construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Temporary Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Temporary Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Temporary Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to conduct any activities or install any portion of the Temporary Road deviate in any material manner from the Temporary Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Temporary Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Temporary Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Road and calling out any approved deviations from the Temporary Road Construction Plans no later than thirty (30) days after completion of construction.

### **C.** *Pedestrian Pathway.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Pedestrian Pathway.
- ii. Aerotropolis shall conduct all Construction Activities involving the Pedestrian Pathway (the "Pedestrian Pathway Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Pedestrian Pathway Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Pedestrian Pathway. Aerotropolis shall provide the District with construction plans and specifications for the Pedestrian Pathway and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Pedestrian Pathway Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of

Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Pedestrian Pathway shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Pedestrian Pathway Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Pedestrian Pathway Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Pedestrian Pathway Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Pedestrian Pathway Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Pedestrian Pathway Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Pedestrian Pathway and calling out any approved deviations from the Pedestrian Pathway Construction Plans no later than thirty (30) days after completion of construction.

## **D.** Permanent Road Surface.

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Permanent Road Surface.
- ii. Aerotropolis shall conduct all Construction Activities involving the Permanent Road (the "Permanent Road Construction Activities") in accordance with the terms of the Settlement Agreement and full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Permanent Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Permanent Road. Aerotropolis shall provide the District with construction plans and specifications for the Permanent Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Permanent Road Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and

complete construction plans and specifications for the Permanent Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Permanent Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Permanent Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Permanent Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Permanent Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Permanent Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Permanent Road and calling out any approved deviations from the Permanent Road Construction Plans no later than thirty (30) days after completion of construction.

## **E.** *Permanent Relocation.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for the Permanent Relocation.
- ii. Pursuant to the Settlement Agreement, Aerotropolis and/or Aerotropolis Regional Transportation District ("ARTA") is obligated to permanently relocate a portion of the Northern Line (the "Relocation"), which Relocation shall take place in accordance with plans approved by the District pursuant to the terms of the Settlement Agreement (the "Relocation Plans"). Following the District's approval, the Relocation Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Relocation Plans without the District's prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Relocation Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. The District shall have the right to observe any portion of Relocation in the Overlap Area. In addition. Aerotropolis shall contact Michelle Probasco mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org, at least

thirty (30) business days prior to the commencement of the Relocation. Aerotropolis shall prepare and submit to the District asbuilt plan(s) depicting the Relocation and calling out any approved deviations from the Relocation Plans no later than thirty (30) days after completion of the Relocation.

- F. Earth Cover. Except as permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), Aerotropolis shall take no action which would impair the earth cover over, or the lateral and subjacent support of, the Northern Line within the Overlap Area, without the prior written consent of the District.
- G. Crossing Lines. All Improvements in the Overlap Area must cross the Northern Line at approximately right angles, unless otherwise permitted by the District in writing or as provided in any approved plans for the Improvements as set forth in the Pipeline Easement Deed. The minimum vertical clearance shall be eighteen (18) inches between the Improvements and the Northern Line.
- H. Parallel Lines. Except as expressly permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), any Improvements that parallel the District's Northern Line must be located at least ten (10) feet away from the outside edge of the Northern Line to the outside edge of other utility located on the Pipeline Easement Property or Overlap Area.
- **I.** Operations and Maintenance in Overlap Area as Part of the Approved Activities.
  - i. Aerotropolis shall not interfere with the District's activities, or operation of Northern Line within the Overlap Area, and Aerotropolis shall conduct its Approved Activities in a safe and prudent manner considering the Northern Line and any other District facilities located on or below the surface of the Overlap Area.
  - ii. Aerotropolis will maintain reasonable access for on-going District operations and maintenance personnel to critical facilities of the Northern Line within the Overlap Area, including but not limited to line valves, blow offs, and air valves at all times during the Approved Activities. Construction soil stockpiles shall not be permitted on top

of the Northern Line within the Overlap Area and shall not cover access to any critical facilities of the Northern Line within the Overlap Area. Any modification or relocation of the Improvements shall not be considered part of the Approved Activities, and will necessitate an amendment to this Agreement (see Section 1).

- iii. Following completion of the Construction Activities, Aerotropolis will not conduct or permit anyone to conduct any Approved Activities on or within the Overlap Area, including but not limited to, operations, maintenance and repair of the Improvements, without the prior written consent of the District. The District shall have the right to observe any portion of Approved Activities in the Overlap Area. In addition, Aerotropolis Michelle shall contact Probasco mprobasco@eccv.org, telephone number 303-226-9153, or her successor at such email address and phone number as may be provided by the District to Aerotropolis and also to info@eccv.org, at least thirty (30) calendar days prior to the commencement of any form of construction activities related to the Permanent Road on or within the Overlap Area.
- iv. In the event that ECCV, or its employees, agents, or contractors, causes damage to the Improvements, whether during construction or following completion of the Construction Activities, but in all cases prior to the time when such Improvements are dedicated to the City of Aurora, then ECCV shall be solely responsible for repairing or paying for the costs to repair such Improvements to the condition in which such Improvements existed prior to such damage.
- 3. Existing District and Third-Party Facilities and Easements that Interfere with Aerotropolis' Use of the Overlap Area. To the extent any third parties' facilities within the Overlap Area existing at the time of this Agreement interfere with Aerotropolis' ability to construct or operate its Improvements within the Overlap Area, Aerotropolis will resolve matters of relocation and reconstruction of such existing facilities by separate relocation/reconstruction agreement with the owner of such facilities at no cost to the District.
- 4. Shutdown of Northern Line. Aerotropolis requires a shutdown of the Northern Line for construction of the Temporary Protection and the Relocation. A shutdown of the Northern Line requires the District to halt pumping operations (the "Line Shutdown"). The District and Aerotropolis agree that Approved Activities relating to the Temporary Construction shall take place between February 23, 2022 and March 7, 2022, when the District has a planned shutdown of the Northern Line already scheduled. The District and Aerotropolis further agree that the tie-in of the Relocation to the Northern Line shall occur during the two-week window to be scheduled by the District for the regular shutdown of the Northern Line between January 14, 2023 and February 28, 2023. Other than the foregoing, the District shall have no obligation of any kind to shut down

the Northern Line to permit the Approved Activities to go forward.

- 5. <u>Use and Occupancy of Overlap Area by the District</u>. The District retains all of its rights specified in the Pipeline Easement. The District shall continue to have the full rights afforded to it under the Pipeline Easement to use the Overlap Area.
- 6. Restoration of Overlap Area. After conducting any Approved Activities in the Overlap Area, Aerotropolis shall restore the Overlap Area, including, but not limited to, subjacent and lateral support, at the expense of Aerotropolis, to the condition in which it was prior to Aerotropolis' use of the Overlap Area (with the exception of the construction of the Improvements), including settling or other repairs or damage within the Overlap Area caused by the Approved Activities.
- Responsibility for Damages. Aerotropolis shall be responsible for any and all damage to the Northern Line, to the extent caused by the use of the Overlap Area by Aerotropolis or any of its contractors, subcontractors, agents or employees. Aerotropolis shall, at the District's option, pay for or repair any damage done to the Northern Line, to the extent caused by any Approved Activities. The cost of lost water, costs for consequential damages and the reasonable costs for any repairs necessitated by such damage shall be borne by Aerotropolis. Notwithstanding the foregoing, the District will have no duty to monitor any Approved Activities. Any monitoring by the District of Aerotropolis conducted by or on behalf of Aerotropolis is for the sole benefit of the District and shall not create any duty, obligation or liability to Aerotropolis or any other person.
- **8.** <u>Insurance.</u> While conducting Approved Activities, Aerotropolis's contractor for the construction shall obtain and provide insurance covering the activities set forth in the Agreement as provided in this Section:
  - A. General Requirements. Aerotropolis's contractor shall provide or cause to be provided to the District forms evidencing all insurance coverage obtained by all construction contractors prior to commencement of construction. Aerotropolis's contractor shall maintain or cause to be maintained all such insurance until construction is complete and, if necessary, shall provide or cause to be provided to the District documentation of renewals of all such insurance. Aerotropolis shall ensure all subcontractors conducting Approved Activities on its behalf have insurance coverage appropriate for the tasks there are performing and Aerotropolis shall be liable to the District for any subcontractor failure to ensure commercially reasonable insurance coverages.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Aerotropolis's contractor and subcontractors pursuant to the indemnification provisions of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting provisions shall be procured to maintain such continuous coverage.

A certificate of insurance shall be completed by Aerotropolis's contractor's

insurance agent(s) as evidence that policies providing required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the District prior to commencement of any services under this Agreement. The certificate shall demonstrate that the insurance coverage complies with the requirements of this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. The completed certificate of insurance shall be sent to: East Cherry Creek Valley Water and Sanitation District, 6201 S. Gun Club Road, Aurora, CO 80016.

The District shall be named an additional insured on all policies and the District shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the District and Aerotropolis, and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., ("GIA") as amended from time to time, or otherwise available to the District and/or Aerotropolis, and each of their respective officers or employees.

- **B.** *Minimum Insurance Coverages Construction Phase.* 
  - **i.** <u>Workers' Compensation Insurance</u>. Workers' compensation insurance with coverage in accordance with applicable law.
  - ii. Commercial General Liability Insurance. Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2013 edition or equivalent), shall include all major divisions of coverage, and shall be on a comprehensive basis, including:
    - a. Premises and operations;
    - b. Personal injury liability;
    - c. Contractual liability;
    - d. Property damage; and
    - e. Independent contractors' coverage
    - f. In addition, Aerotropolis's contractor shall provide commercial liability insurance endorsements as follows:

- 1. Endorsement CG 25 03 (dated as of 5/2009) or equivalent, general aggregate applies on a per project/per location basis;
- 2. Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the Agreement, which shall be payable in addition to the coverage limit of liability); to the extent aligned with and permitted by applicable law, no contractual liability coverage exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);
- 3. Personal injury liability (with contractual exclusions deleted);
- 4. No separation of insured exclusion;

## iii. Contractor specific requirements:

- a. If applicable to the Approved Activities, perils of explosion, collapse, & underground (XCU);
- b. If applicable to the Approved Activities, no subsidence exclusion;
- c. If applicable to the Approved Activities, no damage to Aerotropolis performed by subcontractor exclusion (CG 22 94 or similar);
- d. If applicable to the Approved Activities, no exclusions for operations performed within 50 feet of a railroad property;
- e. If applicable to the Approved Activities, no exclusions for operations involving residential, multi-family or apartments.
- f. For the full statute of repose, the Aerotropolis's contractor shall (1) maintain general liability coverage for both products and completed operations insurance, and (2) maintain the District as an additional insured thereunder. Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.
- **iv.** <u>Commercial Automobile Liability Insurance</u>. Commercial automobile liability insurance with coverage in the amount of One

Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles.

- Contractor's Pollution (Environmental) Liability. This Section is v. applicable to (a) Aerotropolis's contractor and (b) subcontractors of any tier that are providing Approved Activities related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes microbial matter, mold, fungi, or bacteria and any Approved Activities which will involve the use of hazardous materials. The contractor and all applicable subcontractors must provide and maintain a separate pollution liability insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. The pollution liability policy must include contractual liability coverage aligned with the indemnification obligations of this Agreement. The policy limits shall be in the amount of One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate. Aerotropolis's contractor and subcontractors shall maintain pollution liability coverage for the statute of repose following completion of the Approved Activities. Should mold coverage be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of repose.
- Excess/Umbrella Liability Coverage. Excess liability insurance vi. with coverage, beyond that of the general liability, automobile liability and employers' liability coverages required herein, in the amount of at least Three Million Dollars (\$3,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages. All coverages and terms required under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance Sections hereof must be included on the Excess/Umbrella Liability policy. Higher limits may be required by the District on a project-by-project basis. Aerotropolis's contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.
- **vii.** Aerotropolis itself will provide property casualty insurance via Aerotropolis's third-party property casualty insurance policy covering all of the Overlap Area.
- **B.** *Minimum Insurance Coverages Post Construction*

- 1. Following completion of construction of the Approved Activities, Aerotropolis shall maintain insurance coverage, either through purchase of third-party insurance or self-insurance, in amounts up to the limits contained in the GIA, Section 24-10-114, C.R.S. as they may change from time to time, to insure against all claims costs and expenses Aerotropolis has agreed to indemnify the District for pursuant to this Agreement. Such coverage shall be effective as of the date the Approved Activities are installed in the Overlap Area and Aerotropolis shall maintain such coverage for the duration of time Aerotropolis conducts Approved Activities in the Overlap Area. The District shall be named as an additional insured with respect to such third-party policy.
- **C.** Aerotropolis and/or its contractors are solely responsible for any deductibles, self-insured retentions, or uninsured losses for any reason arising out of Aerotropolis's obligations of this Agreement.
- **D.** All coverages specified in this agreement shall waive any right of subrogation against the District and its directors, officers, employees, and agents.
- E. Nothing in this Agreement shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by Aerotropolis or its contractors and the District shall not be responsible for any representations or warranties made by or on behalf of Aerotropolis or their contractors to any insurance company or insurance underwriter.
- 9. **Indemnification.** To the extent of its lawful authority, Aerotropolis shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis or any of its subcontractors or material suppliers, agents or employees, in connection with this Agreement (or a breach thereof). Further, Aerotropolis hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District or Aerotropolis pursuant to this Agreement shall be deemed a waiver of the District's or Aerotropolis' respective sovereign immunity under the Colorado Governmental Immunity Act. Further, Aerotropolis shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants. The obligations of the indemnifications extended by Aerotropolis to the District under this Section shall survive termination or expiration of this Agreement.

Aerotropolis's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law which obligations shall be subject to annual appropriation by Aerotropolis. However, nothing in this Agreement shall be construed as requiring Aerotropolis to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence, willful acts, or intentional torts of the District or any third party under the control or supervision of the District. Nor shall Aerotropolis's obligations under this Section extend to acts or omissions of any third party not under the control or supervision of Aerotropolis. Any insurance coverage requirements specified in this Agreement in no way lessen or limit the obligations of Aerotropolis under the terms of this Section.

- **Contractors and Subcontractors.** Aerotropolis is solely and fully responsible to the District for its obligations under this Agreement and Aerotropolis shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf as if the work were performed by it. .
- 11. No Property Interest. This Agreement does not convey an interest in real property, nor shall it be deemed to create or construed as creating in Aerotropolis any property interest in or to the Overlap Area. The parties do not by this Agreement intend to create a lease, easement, or other real property interest. In no event shall this Agreement be recorded in the records of any county. Further, notwithstanding any contrary provision, the District reserves its full rights to use the Overlap Area for any purpose permitted by the Pipeline Easement.
- Ownership of Fee Underlying Overlap Area. The District's ownership of the Overlap Area is limited to an easement interest only and Aerotropolis acknowledges that the land under the Overlap Area is owned in fee by third parties. Aerotropolis shall be responsible to acquire all rights necessary to construct its Project from these third parties. Aerotropolis agrees that any authorization granted herein is conditioned upon Aerotropolis obtaining such additional authorization from the fee owner(s) of the Overlap Area or others owning any interest in the Overlap Area. Aerotropolis's interest in the Overlap Area is subject to the terms of the District's Pipeline Easement Deed obtained from third parties. Further, Aerotropolis acknowledges that the District is not giving or making any warranty with respect to title to any portion of the Overlap Area and the District, nor anyone acting for or on behalf of the District has made any representation, statement, warranty or promise concerning the title, physical aspects or

condition of the Pipeline Easement Property, or the feasibility, desirability, or adaptability of the Pipeline Easement Property for any particular use.

## 13. <u>Miscellaneous Provisions.</u>

A. Notices. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notice to District:

East Cherry Creek Valley Water and Sanitation District 6201 S. Gun Club Road Aurora, Colorado 80016 Attn: David J. Kaunisto

Email: dkaunisto@eccv.org

With a copy to:

Icenogle Seaver Pogue, P.C. 4725 South Monaco Street, Suite 360 Denver, Colorado 80237 Attn: Tamara Seaver, Esq. Email: TSeaver@ISP-Law.com

*Notice to Aerotropolis:* 

Matt Hopper, President Aerotropolis Area Coordinating Metropolitan District c: 303.339.0042 e: matt.hopper@aacmd.org

With a copy to:

Brownstein Hyatt Farber Schreck, LLP 410 Seventeenth Street, Suite 2200 Denver, CO 80202 303.223.1249 tel kwalsh@bhfs.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

- **B.** *Recordation.* The Parties agree that this Agreement may not be recorded in the records of the Adams County Clerk and Recorder.
- C. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that this Agreement: (i) shall be limited to the rights and obligations of Aerotropolis and the District only; (ii) shall not be binding upon any other parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the Pipeline Easement Property or any other property; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and the District entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, the District acknowledges and agrees that the City of Aurora shall not be bound by this Agreement; that this Agreement shall cease to have legal effect at the time of dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora; and that it shall be incumbent solely upon the District to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of this Agreement.
- Parties with respect to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of this date, *provided* that if there are any irreconcilable inconsistencies between the terms of this Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.
- **E.** Specific Performance. The terms of this Agreement may be enforced by specific performance.
- **F.** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the District Court in the County of Adams.

- G. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
- **H.** *No Waiver*. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- **I.** *Non-Assignable.* Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections refer to the Sections of this Agreement; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- **K.** *Exhibits Incorporated.* All exhibits to this Agreement are incorporated herein and are made a part hereof as if set forth fully herein.
- **L.** Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

STATE OF COLOVADO ) ss.

of Lenny The foregoing instrument was acknowledged before me this 25th day of Lenny Creek Valley Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires:

REBECCA A BELLAMY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954011188
MY COMMISSION EXPIRES JULY 20, 2023

## AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

APPROVED:	
U Hann	
By: Matthew Hopper	
Its: <u>President</u>	
STATE OF COLORAD D	)
STATE OF COLORUDO D  COUNTY OF NEW PAR	) ss.
The foregoing instrument work February, 2022 by MATT Hopped Area Coordinating Metropolitan District.	vas acknowledged before me this 25 <sup>th</sup> day, as PRESIDENT of Aerotropolis
WITNESS my hand and off	icial seal.
My commission expires:	12/20/24
,	Notary Public
Anna Jones	$\checkmark$

NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 19954017866 MY COMMISSION EXPIRES 12/20/2024

## **EXHIBIT A**

## Overlap Area

CONSTRUCTION DRAWINGS (90%) - SEPTEMBER 2019 CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

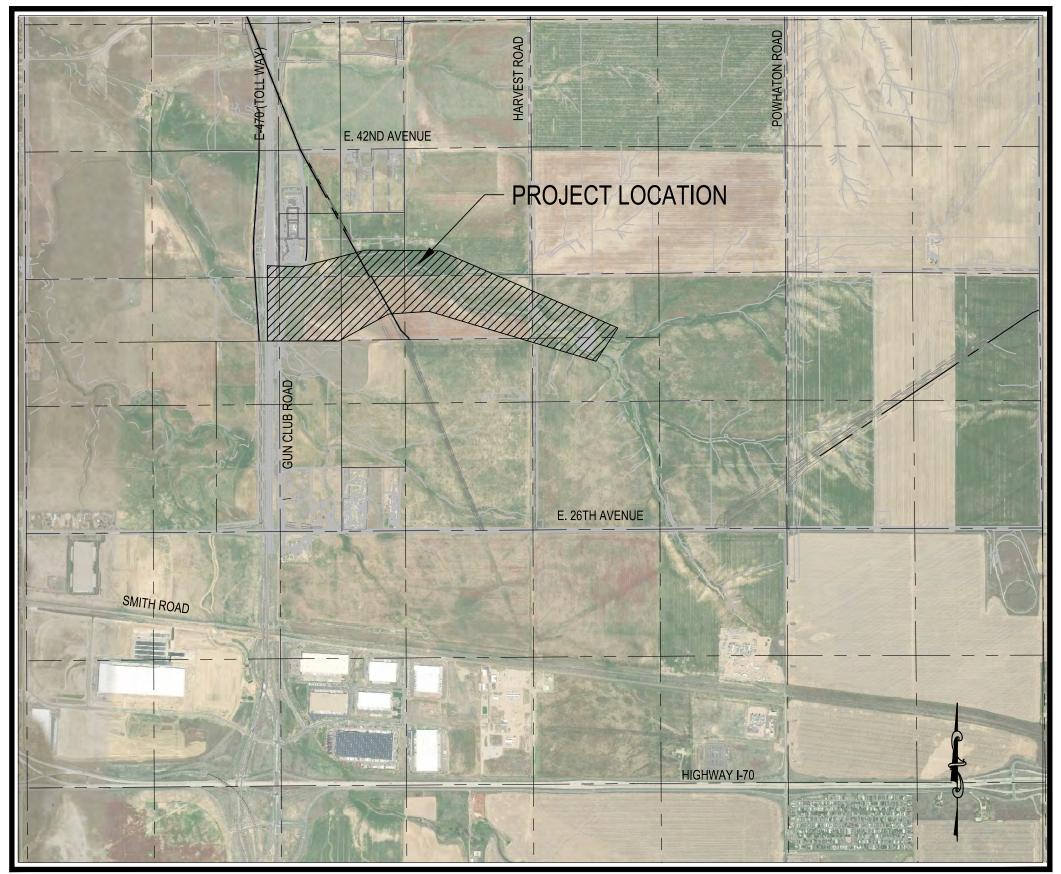
	Sheet List Table
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	UTILITY NOTES
4	DEMOLITION PLAN
5	OVERALL SITE PLAN
6	SURVEY CONTROL DIAGRAM
7	SURVEY CONTROL TABULATION
8	PLAN AND PROFILE STA 0+00 TO 10+00
9	PLAN AND PROFILE STA 10+00 TO 20+00
10	PLAN AND PROFILE STA 20+00 TO 30+00
11	PLAN AND PROFILE STA 30+00 TO 40+00
12	PLAN AND PROFILE STA 40+00 TO 50+00
13	PLAN AND PROFILE STA 50+00 TO 60+00
14	PLAN AND PROFILE STA 60+00 TO 70+00
15	PLAN AND PROFILE STA 70+00 TO END
16	E-470 CULVERT EXTENSION PLAN
17	E-470 CULVERT EXTENSION PROFILES
18	MAIN STREET CROSSING PLAN
19	MAIN STREET CROSSING PROFILE
20	GAS LINE CROSSING PLAN AND PROFILE
21	LOW FLOW CROSSING DETAILED PLAN
22	LOW FLOW CROSSING SECTIONS
23	EASTBOUND PARKWAY PLAN
24	EASTBOUND PARKWAY PROFILE
25	NORTH - SOUTH COLLECTOR DETAILED SITE PLAN
26	NORTH - SOUTH COLLECTOR PLAN AND PROFILE
27	
	EASTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE WESTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
28	
29	POND 8507 SITE PLAN
30	PRIVATE POND 8507 NORTH PLAN
31	POND 8507 NORTH PRIMARY OUTLET STRUCTURE
32	PRIVATE POND 8507 SOUTH PLAN
33	POND 8507 SOUTH PRIMARY OUTLET STRUCTURE
34	PRIVATE POND 85073 PLAN
35	POND 85073 OUTLET STRUCTURE PLAN
36	PRIVATE POND 8508 NORTH SITE PLAN
37	POND 8508 NORTH OUTLET STRUCTURE PLAN
38	WATER QUALITY POND DETAILS
39	FOREBAY DETAILS
40	FOREBAY DETAILS 2
41	PRIVATE STOCK POND PLAN
42	STOCK POND EMBANKMENT PLAN & PROFILE
43	STOCK POND SEDIMENT BASIN
44	STOCK POND DROP STRUCTURES DETAIL PLANS
45	STOCK POND AND SWALE PROFILES

.,	BROT STREET, THE WAY THE WAY TO BE WELLT
48	DROP STRUCTURE AT PARKWAY PROFILE AND SECTIONS A AND B
49	DROP STRUCTURE AT PARKWAY SECTIONS C, D AND E
50	MISCELLANEOUS DETAILS
51	MISCELLANEOUS DETAILS 2
52	TYPICAL ROCK DETAILS
53	TYPICAL CHANNEL DETAILS
54	PROJECT LAYOUT - E470 TO MAIN STREET
55	PROJECT LAYOUT - MAIN STREET TO GAS LINE CROSSING
56	PROJECT LAYOUT - EASTBOUND PARKWAY
57	PROJECT LAYOUT - NORTH - SOUTH COLLECTOR
58	PROJECT LAYOUT - UPSTREAM OF NORTH - SOUTH COLLECTOR
59	PROJECT LAYOUT - STOCK POND
60	PROJECT LAYOUT - UPSTREAM OF STOCK POND
61	E-470 CULVERT CAST-IN-PLACE EXTENSION PLAN
62	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
63	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
64	POND 8507 NORTH FOREBAY PLAN AND SECTIONS
65	MAIN STREET CROSSING PLAN
66	MAIN STREET CROSSING RETAINING WALL ELEVATIONS
67	MAIN ST TRANSITION SECTIONS
68	GAS LINE CROSSING PLAN
69	GAS LINE CROSSING DETAILS
70	LOW FLOW CROSSING AT STA. 39+16 PLAN AND SECTION
71	EASTBOUND PARKWAY BRIDGE PLANS
72	EASTBOUND PARKWAY BRIDGE - EAST AND WEST DEVELOPED ELEVATIONS
73	EASTBOUND PARKWAY BRIDGE SECTIONS
74	LOW FLOW CROSSING 2 AT 65+34 PLAN AND SECTION
75	NORTH - SOUTH COLLECTOR CROSSING PLAN
76	NORTH - SOUTH COLLECTOR CROSSING EAST AND WEST ELEVATIONS
77	NORTH - SOUTH COLLECTOR BRIDGE SECTION
78	EASTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATON PLAN AND ELEV.
79	EASTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
80	EASTBOUND UNDERPASS SECTIONS
81	WESTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV
82	WESTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV
83	WESTBOUND PEDESTRIAN UNDERPASS SECTIONS
84	TYPICAL ARCHITECTURAL DETAILS 1
85	TYPICAL ARCHITECTURAL DETAILS 2
86	RETAINING WALL SECTION 1
87	RETAINING WALL SECTION 2
88	RETAINING WALL SECTION 3

RETAINING WALL SECTION 4

CDOT M-STANDARD DETAILS 1

CDOT M-STANDARD DETAILS 2



VICINITY MAP

SCALE: 1" = 2000'

## **BENCHMARK**

CITY OF AURORA BENCHMARK 3S6636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END. AKA 19-020B ELEVATION = 5521.54 (NAVD 88)

## PROJECT CONTROL STATEMENT

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.

PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FIRMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING \* 1.0002542620) - 1000000.00

PROJECT EASTING = (STATE PLANE EASTING \* 1.0002542620) - 3000000.00

Approved One Year From	This Date
City Engineer	Date
Parks, Recreation and Open Space	

REV REVISION DESCRIPTION

DATE CHND CHKD APPR

Know what's below.
Call before you dig.

# THE AURORA HIGHLANDS FIRST CREEK TRIBUTARY T DRAINAGE IMPROVEMENTS

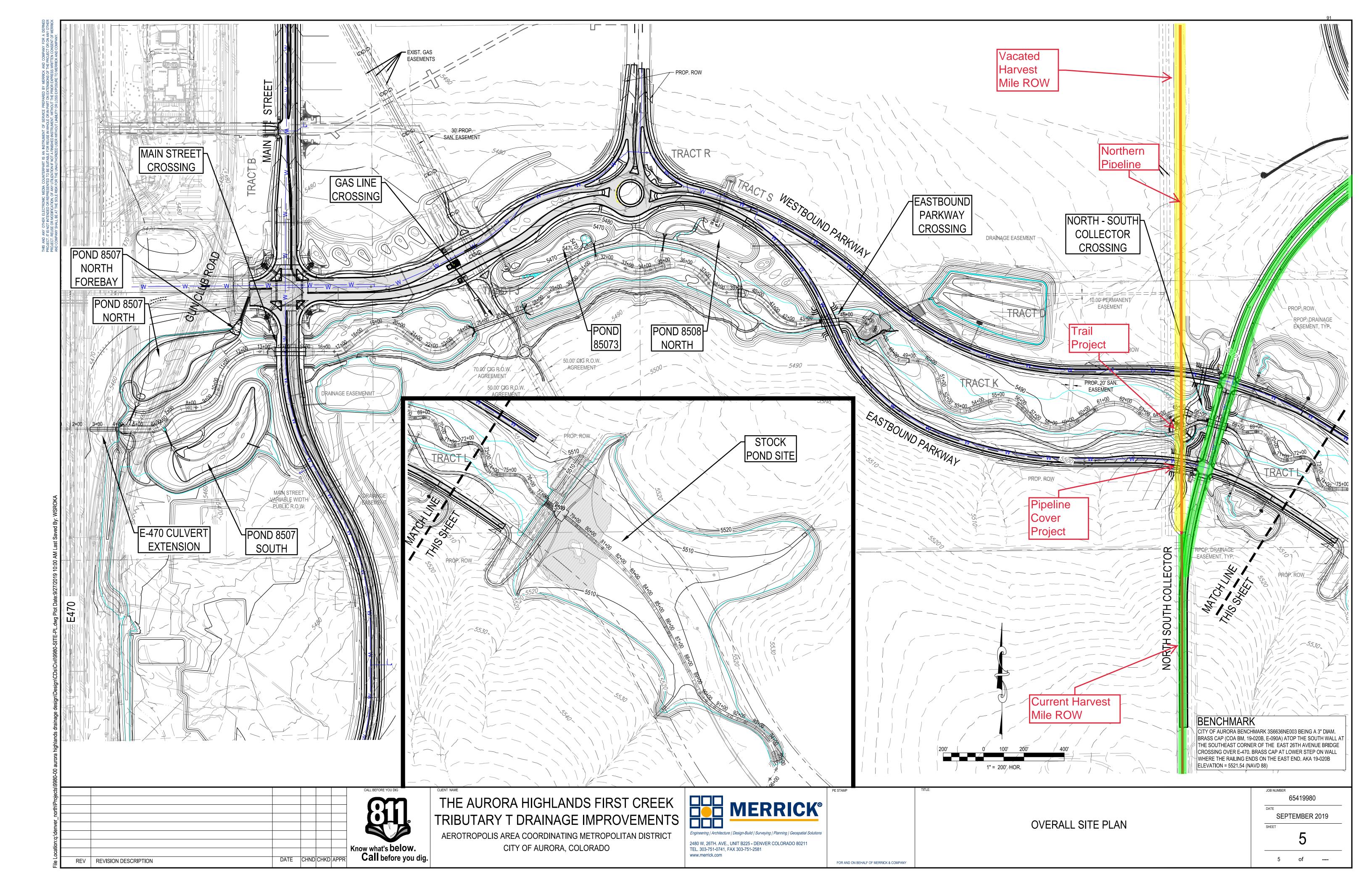
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT CITY OF AURORA, COLORADO

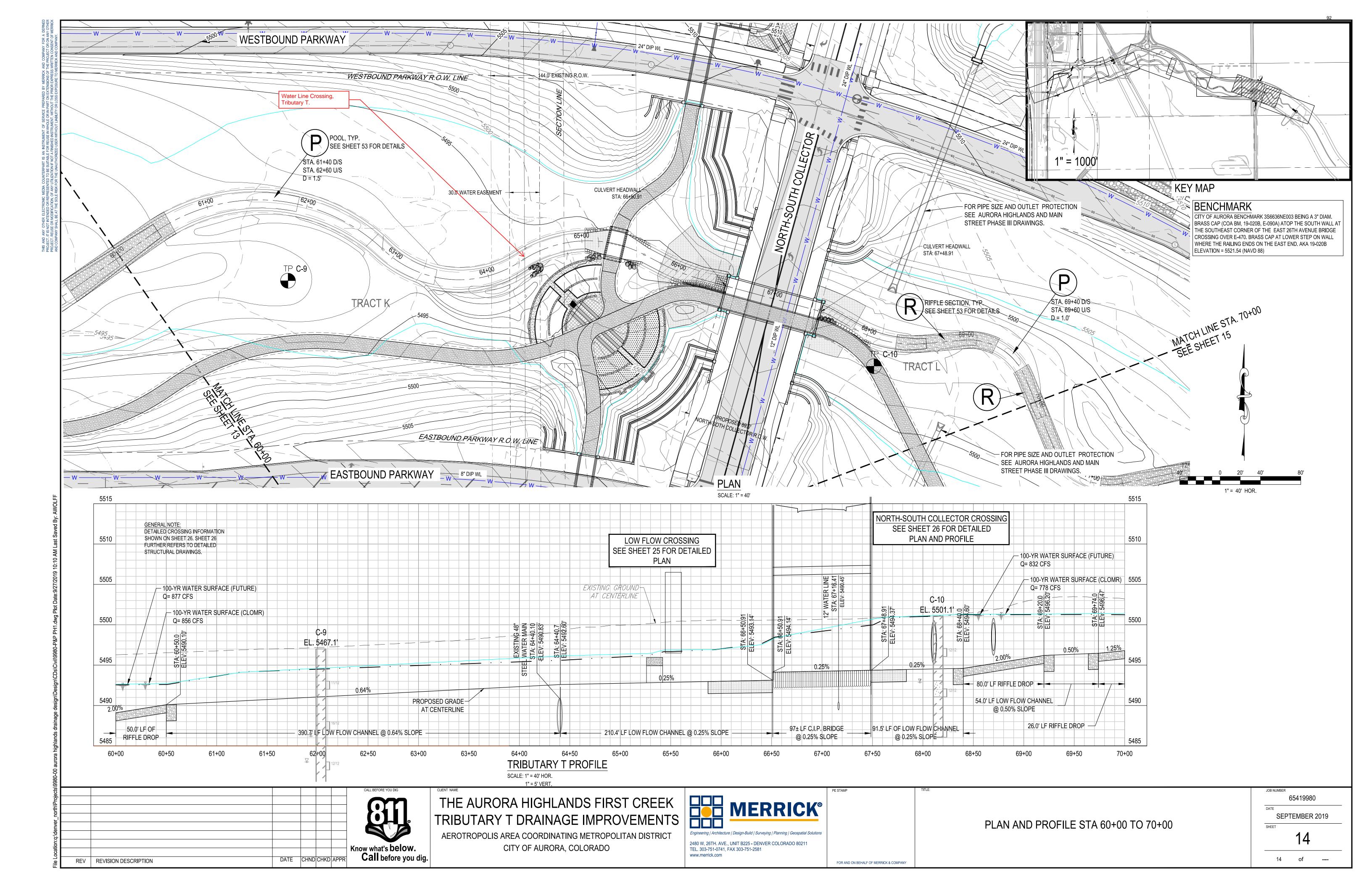


PE STAMP

Solutions

COVER SHEET





#### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, GREEN VALLEY EAST LLC, GVR KING LLC, AURORA HIGHLANDS HOLDINGS LLC, THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, and the CITY OF AURORA on the one hand (respectively "ARTA," "AACMD," "GV East," "GVR King," "Holdings," "AH Community Board," and "Aurora" and collectively "Plaintiffs"), and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT on the other ("ECCV" or "Defendant"), each of whom is sometimes referred to as a "Party" and all of whom are sometimes collectively referred to as the "Parties," and is effective as of the date last signed by any of the Parties (the "Effective Date").

#### RECITALS

WHEREAS, certain of the Plaintiffs are private entities involved in the development of The Aurora Highlands master planned community ("Aurora Highlands"); and

WHEREAS, certain of the Plaintiffs are political subdivisions of the State of Colorado involved in the financing and construction of planned infrastructure for Aurora Highlands, including a four-lane divided parkway running on an east-west axis (the "TAH Parkway" or "AH Parkway"); and

WHEREAS, ECCV is the grantee under an easement granted by Aurora in 2006 as described in that certain Easement Deed recorded with the Arapahoe County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 and recorded with the Adams County Clerk and Recorder on December 2, 2015 at Reception No. 2015000100920 and is also the grantee under a Cathodic Protection Unit Easement recorded with the Adams County Clerk and Recorder on June 21, 2006 at Reception No. 200606210000629640 (collectively the "ECCV Easement"), a true and accurate copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, ECCV has constructed a 48" pressurized drinking water supply line within the boundaries of the ECCV Easement (the "Northern Line"); and

WHEREAS, ARTA wishes to construct the AH Parkway within Aurora right-ofway across the ECCV Easement in the location identified on Exhibit B hereto which location is referred to by the Parties as the "Tributary T Crossing;" and

WHEREAS, a dispute has arisen between the Parties concerning the construction of the AH Parkway across the ECCV Easement, which dispute has resulted in the filing of a civil action by the Plaintiffs in the District Court for the County of Adams, State of Colorado docketed as Case No. 2021cv31205 (respectively the "Dispute" and the "Civil Action"); and

WHEREAS, the Parties wish to resolve the Dispute and dismiss the Civil Action on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and other consideration set forth below, the receipt and sufficiency of which each Party irrevocably acknowledges by its execution of this Agreement, the Parties do hereby agree as follows.

#### **TERMS**

- 1. **Incorporation of Recitals.** The forgoing Recitals, which the Parties agree are true and correct, are hereby incorporated into this Agreement as substantive terms hereof.
- 2. **Crossing Agreement**. The Parties agree that, as an express condition precedent to the enforceability of this Agreement and/or the triggering of any of the Parties' rights or obligations hereunder, ECCV and AACMD shall have executed the crossing agreement attached hereto as Exhibit C respecting the Northern Line at the Tributary T Crossing (hereinafter the "Crossing Agreement"). The Parties further agree that the Crossing Agreement: (i) shall be limited to the rights and obligations of ECCV and AACMD only; (ii) shall not be binding upon any other Parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the property underlying the permanent improvements or the Easement; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of the TAH Parkway and paved pedestrian path to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and ECCV entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, ECCV acknowledges and agrees that the City of Aurora shall not be bound by the Crossing Agreement, that the Crossing Agreement shall cease to have legal effect at the time of dedication of the improvements to the City of Aurora, and that it shall be incumbent solely upon ECCV to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of the Crossing Agreement.
- 3. **Temporary Protections**. ARTA shall install temporary protection measures around the Northern Line in accordance with Merrick plans set forth in Exhibits D and E to this Agreement (the "Merrick Plans"), with the final length of the proposed flow fill protection to be based on field conditions observed during the work (the "Temporary Protection"), *provided*, that prior to commencing installation of the Temporary Protection ARTA shall provide final versions of the foregoing plans for ECCV's review and approval, which approval shall not be unreasonably conditioned or withheld. Installation of the flow fill associated with the Temporary Protection shall be completed by March 7, 2022 and back filling for the Temporary Protection may be completed following March 7, 2022 provided first two backfill lifts are in place as needed to support the Northern Line by March 7, 2022. In all events, back-filling must be complete by no later than March 14, 2022.
- 3.1. ARTA shall pay all costs of designing, engineering, and installing the Temporary Protection.
- 3.2. Upon installation of the Temporary Protection, ARTA shall have the right to install a temporary road surface across the Easement and the Northern Line in the area of the

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Tributary T Crossing so that ARTA can open the AH Parkway while the pipe necessary for the permanent realignment of the impacted portion of the Northern Line can be ordered and installed as described below.

- 3.3. The following risks which may arise during installation of the Temporary Protection are hereby allocated between ARTA and ECCV as follows:
- 3.3.1. ARTA shall bear the sole risk of liability during installation of the Temporary Protection with respect to the following items which are within ARTA's control during installation: (a) non-compliance with the Merrick Plans during construction and (b) negligence during construction, including failure to use appropriate means and methods.
- 3.3.2. ECCV shall bear the sole risk of liability during installation of the Temporary Projection with respect to unforeseen conditions present in the Northern Line discovered upon exposure of the Northern Line during installation of the Temporary Protection.
- 4. **Permanent Relocation of the Impacted Portion of The Northern Line.** The Parties, with the exception of City of Aurora who is not taking a position, agree that the portion of the Northern Line impacted by the Tributary T Crossing shall be permanently relocated. The Parties, with the exception of City of Aurora who is not taking a position, further agree that the permanent relocation of the Northern Line shall be accomplished as follows.
- 4.1.1. The impacted section of the Northern Line shall be relocated pursuant to the 90% design set forth in the AECOM drawings attached hereto as Exhibit F, which are incorporated herein by this reference, subject to (a) the Kennedy Jenks comments set forth in Exhibit F and (b) approval by ECCV of the 100% drawings for such relocation, which approval shall not be unreasonably conditioned or withheld.
- 4.1.2. ARTA shall be solely responsible for the cost of designing and engineering the relocation of the impacted section of the Northern Line.
- 4.1.3. ARTA shall be solely responsible for ordering the additional pipe necessary to relocate the impacted section of the Northern Line, the cost of which shall be considered a cost of construction under Section 4.1.8 of this Agreement.
- 4.1.4. At its sole cost and expense, AACMD has or will obtain ownership of the property on which the Northern Line will be relocated in fee simple, and shall provide a Temporary Construction Easement no greater than 72' in width to accommodate construction necessary for the installation and relocation of the impacted portion of the Northern Line in accordance with Section 4.1.1 of this Agreement.
- 4.1.5. Upon a final determination of the location of the relocated section of the Northern Line, AACMD shall cause to be recorded an easement on such property to reflect the as-built location of the Northern Pipeline on the same terms and conditions as the ECCV Easement except for the legal description which shall be based on the final location of the relocated portion of the Northern Line (the "New Easement"). Within five (5) days of the tie-in of the Northern Line pursuant to Section 4.1.9 of this Agreement, ECCV shall cause to be

recorded a written instrument terminating all of ECCV's right with respect to the abandoned water line, including (without limitation) all interests in the property on which such abandoned water line is located, including those set forth in the ECCV Easement. Thereafter, ECCV shall have no duty or obligation to remove, repair, or maintain the abandoned portion of the Northern Line, including without limitation any duty or obligation to prevent subsidence or other impacts to the property encompassed by the portion of the ECCV Easement being abandoned.

- 4.1.6. AACMD shall be solely responsible for producing the legal description and graphic image for the New Easement such that AACMD can grant the New Easement as provided in Section 4.1.5, including all costs associated therewith.
- 4.1.7. The Parties agree that during the summer of 2022 or as soon thereafter as the necessary replacement pipe is obtained, ARTA shall construct the relocated section of the Northern Line consistent with the final version of the AECOM drawings referenced in the foregoing Section 4.1.1 except for the final tie-in to the existing Northern Line, subject to the reasonable inspection and approval by ECCV that such relocated section of the Northern Line has been designed and constructed in accordance with the approved 100% AECOM plans referenced in the foregoing Section 4.1.1.
- 4.1.8. Upon construction of the relocated portion of the Northern Line and receipt of ECCV's reasonable approval that the relocated section of the Northern Line has been constructed in accordance with the 100% AECOM plans referenced in Section 4.1.1 of this Agreement, and in advance of the final tie-in of the relocated portion of the Northern Line to the existing Northern Line, ARTA shall have the right to install the permanent road surface for the AH Parkway across the Northern Line and the ECCV Easement in the area of the Tributary T Crossing.
- 4.1.9. The final tie-in of the relocated section of the Northern Line shall occur during the winter shut-down of the Northern Line that is anticipated to occur between January 15, 2023 and February 28, 2023, with the understanding that the winter shut-down of the Northern Line will only last for a two week period and the final tie-in must be completed during that two-week period (the "2023 Construction Window").
- 4.1.10. ECCV shall pay 50% of the cost of constructing the relocated section of the Northern Line, including the cost to tie-in the relocated section of the Northern Line to the existing Northern Line, *provided* that ARTA shall pay 100% of such construction costs exceeding \$1,040,000, *i.e.*, it is expressly understood and agreed by the Parties that in no event shall ECCV be responsible for paying more than \$520,000 towards construction of the relocated section of the Northern Line, including the cost of the final tie-in of such relocated section of the Northern Line to the existing Northern Line.
- 5. **Plaintiffs' Right To Install Casing Pipe.** ARTA shall also have the right, in its sole discretion, to install casing pipe for the relocated portion of the Northern Line to allow construction of the permanent road surface for the AH Parkway over such relocated portion of the Northern Line and the later insertion and tie-in of the relocated water line when material are obtained, subject to the following terms and conditions.

- 5.1.1. If ARTA elects to install casing pipe pursuant to Section 5 of this Agreement, it shall provide its plans for doing so to ECCV for approval, which approval shall not be unreasonably conditioned withheld.
- 5.1.2. If ARTA elects to install casing pipe pursuant to Section 5 of this Agreement, it shall pay 100% of the cost of designing, engineering, and constructing such casing pipe.
- 5.1.3. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve it of its obligation to construct the Temporary Protection pursuant to Section 3 of this Agreement.
- 5.1.4. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve it of its obligations pursuant to Section 4 of this Agreement to finalize the 100% AECOM plans, order the pipe necessary to construct the relocated portion of the Northern Line, construct the relocated portion of the Northern Line, and tie-in the relocated portion of the Northern Line during the 2023 Construction Window.
- 5.1.5. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve ECCV of its obligations pursuant to Section 4 of this Agreement to pay 50% of the of constructing the relocated section of the Northern Line, including the cost to tie-in the relocated section of the Northern Line to the existing Northern Line, *provided* that ARTA shall pay 100% of such construction costs exceeding \$1,040,000, *i.e.*, it is expressly understood and agreed by the Parties that in no event shall ECCV be responsible for paying more than \$520,000 towards construction of the relocated section of the Northern Line, including the cost of the final tie-in of such relocated section of the Northern Line to the existing Northern Line.
- 6. **Construction of the Paved Pedestrian Path.** The amenities being constructed for the Aurora Highlands include a paved pedestrian path in the vicinity of the Tributary T Crossing as shown on Exhibit B hereto. As of the Effective Date, Plaintiffs shall have the right to construct that paved pedestrian path across the Northern Line and the Easement in accordance with the final Merrick plans referenced in Section 3.1.1 of this Agreement.
- 7. **Resolution of the Dispute and Dismissal of the Civil Action.** Following the Effective Date of this Agreement the Parties will jointly ask the Adams County District Court to place the Civil Action on the inactive docket, subject to dismissal with prejudice upon the joint motion of the Parties following compliance with all terms and conditions hereof. The Parties agree that, pending such dismissal with prejudice, the Adams County District Court shall have jurisdiction to enforce the terms of this Agreement at the behest of any Party hereto.
- 8. **Release of Claims.** Upon dismissal of the Civil Action with prejudice, the Parties agree that all claims they have or could have had against each other relating to the Dispute, including without limitation all claims for damages, equitable relief, or declaratory relief, and all claims against any of their officers, directors, agents, insurers, attorneys,

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employees, affiliates, independent contractors, consultants and predecessors or successors-ininterest, shall be released.

- 9. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof. Scanned and emailed signature pages shall be deemed as effective as original signature pages.
- 10. **Non-Reliance, Non-Assignment, and Assumption of Risk.** Each Party represents and warrants to the other that: (a) it has executed this Agreement based upon its own knowledge and with the advice of its respective legal counsel; (b) it is not relying on any statements or representations of the other Party not expressly stated herein; (c) it is assuming the risk of mistake of fact or law as to all facts known or unknown, currently existing or which may arise in the future, with regard to the terms and subject matter of this Agreement; and (d) it has not assigned, hypothecated, or otherwise transferred any claim that is the subject of this Agreement.
- 11. **Authority.** By signing below, each Party represents and warrants to the other that the person signing this Agreement on that Party's behalf has been duly authorized to execute this Agreement and bind that Party to the terms and provisions of this Agreement.
- Agreement may not be assigned by any Party hereto without the written consent of all other Parties hereto, which consent may be withheld by any Party in its sole and absolute discretion. Any assignment made without strictly complying with the foregoing conditions shall be ineffective and void *ab initio*.
- 13. **No Admission of Liability.** The Parties are entering into this Agreement to compromise the Litigation, and each of the Parties understands and agrees that this Agreement does not constitute an admission that the other Party's claims or defenses are valid or invalid; that this Agreement does not constitute an admission of liability, fault or wrongdoing by either of the Parties; and that neither this Agreement nor its contents may be used in any way to establish the right, or lack thereof, to cross the Easement or the Northern Line in any location other than the Tributary T Crossing.
- 14. **Integration.** This Agreement sets forth the entire Agreement of the Parties with respect to the subject matter hereof, and fully supersedes all prior negotiations, agreements, or understandings between or among the Parties hereto relating thereto, all of which are hereby expressly and irrevocable agreed to be ineffective, void, and of no legal significance whatsoever.
- 15. **Amendments and Waiver.** This Agreement may be modified or amended only by a written agreement, supported by consideration, signed by all Parties. No provision of this Agreement shall be deemed waived unless waiver is made expressly in a signed writing. Further, any waiver of a provision of this Agreement shall be limited to the context of the situation concerned and shall not operate as a waiver of the provision in other situations nor in future similar situations. Any forbearance by a Party in exercising any right or remedy

hereunder, or otherwise afforded by law, shall not be a waiver nor preclude the exercise of any such right or remedy.

- 16. **Choice of Law.** The Parties agree that the law of the State of Colorado, without reference to conflict of law principles, shall govern this Settlement Agreement and the execution, validity, interpretation, and performance thereof.
- Adams County District Court and any available remedy at law or equity may be invoked to enforce the terms of this Agreement, including injunctive relief, specific performance, and damages. The Parties agree that in any proceeding to enforce the terms of this Agreement the substantially prevailing Party or Parties, as determined by the Court in any such proceeding, shall be awarded its reasonable attorneys' fees and costs. Other than an award of fees and costs pursuant to this provision, the Parties shall each bear their own attorney's fees and costs in connection with the Dispute and the Civil Action.
- 18. **Severability and Reformation.** In the event any provision or clause of this Settlement Agreement is deemed illegal or unenforceable, such conflict shall not affect the other provisions of the Agreement that can be given effect without the conflicting provision, and to that end the provisions of the Agreement are declared to be severable. Additionally, if a court of competent jurisdiction determines that a provision or clause of this Agreement is illegal or unenforceable, the Parties hereby irrevocably ask the Court to exercise its powers to reform this Agreement to harmonize with the law, with the aim to enforce the intentions of this Agreement to the greatest possible extent.
- 19. **No Waiver of Governmental Immunity.** Nothing in this Agreement or the performance hereof shall constitute a waiver of any of the immunities, rights, protections, or requirements of the Colorado Governmental Immunity Action, C.R.S. §24-10-101, *et seq.*

Remainder of page intentionally left blank — signatures appear on following page

7

## Exhibit A

AEROTROPOLIS REGIONAL	AEROTROPOLIS AREA COORDINATING
TRANSPORTATION AUTHORITY	METROPOLITAN DISTRICT
By: Other Tohe	Ву:
By: WICE - CHAIRMAN	
Date: 2-25-2022	Its:
Date: Z KJ ZOZZ	Date:
GREEN VALLEY EAST LLC	GVR KING, LLC
By:	By:
Its:	Its:
Date:	
	Date:
AURORA HIGHLANDS HOLDINGS LLC	THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
	The trade of the second of the
The state of the s	
By:	By:
Its:	Its:
Date:	Date:
CITY OF AURORA	EAST CHERRY CREEK VALLEY WATER
	AND SANITATION DISTRICT
Ву:	By:
Its:	Its:
Date:	Date:
	7711

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY	AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
By: Udgm	By: UAGM
Its: Chairman	Its: President
Date:2/25/2022	Date:2/25/2022
GREEN VALLEY EAST LLC	GVR KING, LLC
	3.00 (1.00 (
By:	Ву:
Its:	Its:
Date:	Date:
AURORA HIGHLANDS HOLDINGS LLC	THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
Ву:	By: UHgm
Its:	Its: President
Date:	Date:2/25/2022
CITY OF AURORA	EAST CHERRY CREEK VALLEY WATER
	AND SANITATION DISTRICT
By:	By:
Its:	Its:
Date:	Date:

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AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY	AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
Ву:	By:
Its:	Its:
Date:	Date:
GREEN VALLEY EAST LLC	GVR KING, LLC
By: Robert Mt Evans	By: Robert M Ellens
Its: SR VICE PRESIDENT	Its: SR VICE PRESIDENT
Date: 3-1-2022	Date: 3-1-2022
AURORA HIGHLANDS HOLDINGS LLC	THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
By: Robford Grans Its: Sn U.CE PHEROGENT	By:
Its: SA VICE PRESIDENT	Its:
Date: 3-1- 2022	Date:
CITY OF AURORA	EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
Ву:	By:
Its:	Its:
Date:	Date:

{00429512.DOCX / 1 }

AEROTROPOLIS REGIONAL	AEROTROPOLIS AREA COORDINATING
TRANSPORTATION AUTHORITY	METROPOLITAN DISTRICT
By:	By:
Its:	Its:
Date:	Date:
GREEN VALLEY EAST LLC	GVR KING, LLC
OREEN VALLET EAST LLC	OVR KING, LLC
By:	By:
Its:	Its:
Date:	Date:
AURORA HIGHLANDS HOLDINGS LLC	THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
LLC	ACTIONITI BOARD
By:	By:
Its:	Its:
Date:	Date:
CITY OF AURORA	EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
	AND SANITATION DISTRICT
D 110 4	
By: Danisl L Brotzman	By:
Its: City Attorney	Its:
Date:2/28/2022	Date:

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY	AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
By:	Ву:
Its:	Its:
Date:	Date:
GREEN VALLEY EAST LLC	GVR KING, LLC
By:	By:
Its:	Its:
Date:	Date:
AURORA HIGHLANDS HOLDINGS LLC	THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
By:	By:
Its:	lts:
Date:	Date:
CITY OF AURORA	EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
	01 1/2 4
By:	By: Ne flemt
Its:	Its: DISTRICT MANAGER
Date:	Date: 2/26/2022

ECCV 6201 S. Gunclub Pd. Purova, CO 80016

10600



## **EASEMENT DEED**

## AND TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT DEED is made this 25 day of 2006, between the City of Aurora, Colorado, a Colorado municipal Corporation (Grantor), whose address is 15151 East Alameda Parkway, Aurora, CO 80012 and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation (Grantee), whose address is 6201 S. Gun Club Road, Aurora, Colorado 80016.

WHEREAS, Grantor is the owner of certain real property located in the County of Adams, State of Colorado; and

WHEREAS, Grantee is desirous of constructing and maintaining a water pipeline and related Facilities.

NOW, THEREFORE, in consideration of the sum of One Million Twenty-two Thousand Seven Hundred Twenty-seven and no/100 Dollars (\$1,022,727.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, full and free right and authority for a non-exclusive and perpetual easement and temporary construction easement for the construction, maintenance, removal, and replacement of a water pipeline and related Facilities in the County of Adams, State of Colorado, to wit:

The "Easement Property" shall mean the real property located in the City of Aurora, County of Adams, State of Colorado, more particularly described on Exhibits A and C attached hereto and incorporated herein by reference.

It is mutually covenanted and agreed by and between the parties hereto as follows:

- 1. Grantor hereby grants to Grantee, its successors and assigns, a thirty foot (30') perpetual, non-exclusive easement (the "Easement") over, under, across, above and through the Easement Property, as shown on Exhibit A, for the purpose of constructing, laying, operating, maintaining, repairing, replacing, removing and enlarging the water pipeline and related Facilities. The "Facilities" shall mean one water pipeline and all necessary underground, surface, and aboveground facilities and appurtenances thereto necessary or desirable for the transmission of water.
- Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through and across the Easement Property for any purpose reasonably necessary for the full enjoyment of the rights associated with the Easement.

- 3. Grantor shall not construct or place any structure or building, on any part of the Easement Property, except that Grantor shall be permitted to construct roads, sidewalks, parking areas and install signage, and plant grass, sod, trees or shrubs on the Easement Property. Any structure, building, fence, located on the Easement Property or any shrub, tree, located on the Easement Property which interferes with the use of or obstructs the operation or access to the Easement Property or water pipeline and related facilities may be removed by Grantee without liability for damages arising therefrom. Nothing in this Easement shall preclude the Grantor from using the Easement Property for purposes stated herein, except when the Grantee may be constructing or repairing the Facilities.
- 4. In addition to the permanent Easement, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement (TCE) to enter the property of the Grantor to allow the Grantee to construct the water pipeline and related facilities. This Temporary Construction Easement is for an area seventy-two (72) feet in width as described on Exhibit "B" attached hereto and incorporated herein. This Temporary Construction Easement shall expire six (6) months after the initial construction of the Facilities, but in no event shall continue longer than 24 months after the execution of this Easement Deed. During the term of this Temporary Construction Easement, Grantor shall not erect or construct or allow to be erected or constructed any building or other structure within the TCE Area which may interfere with Grantee's full enjoyment of the rights hereunder.
- 5. Grantee covenants and agrees to restore the TCE Area and Easement Property, including landscaping, fences or other improvements to a condition comparable with their original condition, except for trees. Grantee hereby warrants its restoration work for a period of 12 months. After restoration, the Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Property, including any street surfacing, curbs, gutters, and landscaping within the Easement Property and TCE Area, except that the Grantee agrees, after any subsequent maintenance or repair of the Facilities by the Grantee, to restore the area as described herein.
- 6. Grantor retains the right to the undisturbed use and occupancy of the Easement Property and the TCE Area insofar as such use and occupancy is consistent with and does not impair the rights of the Grantee herein contained.
- 7. The Grantee agrees that other public utilities may be installed in the Easement Property so long as they do not interfere with the Grantee's rights herein granted. All public or private utilities, crossing the Easement herein granted, must cross at approximately right angles. Any and all utilities or lines which parallel the Grantee's Facilities must be located at least ten (10) feet away from the outside edge of any water lines located in the Easement Property, whether they have been constructed or are to be constructed in the future. Other utilities, public or private, or any one intending to construct a paralleling line of any kind within the Easement Property must first contact the Grantee to ensure that the paralleling line is not within ten (10) feet of the outside edge of the primary line within the Easement Property. All surface and subsurface uses of the Easement Property

for easement, utility or other purposes must be approved in writing by the Grantee prior to installation. Any subsurface use of the Easement Property within ten (10) feet of the outside edge of any water line or that is without the consent of the Grantee shall be at that party's own risk in the event the Grantee excavates its Facilities.

- 8. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights of the Grantee under this Easement. Except as otherwise described herein and as permitted in Paragraph 12 below, it is specifically agreed between the parties that Grantor shall take no action, except as set forth herein, which would impair the earth cover over, or the lateral or subjacent support of, any water pipeline and appurtenances within the Easement Property. Only upon obtaining the written permission of the Grantee may the earth cover over any pipeline be modified. Permission will not normally be granted for a modification of the earth cover over a water line of less than four and one half (4 ½) feet nor greater than ten (10) feet measured vertically from the top of any pipeline. Except as provided in Paragraph 12 below, any modification undertaken by the Grantor shall be upon the terms which provide for the reimbursement to the Grantee of the cost of any alterations to any pipeline made necessary by the change.
- 9. Grantee shall not license, permit or authorize use of the Easement Property to any other party.
- 10. Grantor covenants and agrees to and with Grantee, that Grantor owns the easement property in fee simple, and has full right, title and authority to grant the Easement. Grantor further covenants, agrees, and warrants the Easement Property in the quiet and peaceable possession of Grantee against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under Grantor.
- 11. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.
- design for Harvest Mile Road. In order for the Grantor to fully develop its property the Grantor shall have the right to grade and move the earth cover over the Facilities to adjust for the grade of the road. The Grantor agrees that it shall use its best efforts in the design of its roads or streets to avoid causing the Grantee to relocate its water pipeline and related facilities. In the event that the Grantor uses its best efforts in its design and the Grantor cannot avoid the excessive movement of the earth cover over the water pipeline and related facilities, the Grantee agrees that it shall make a vertical relocation of the affected facilities to an adequate depth in the opinion of the Grantee at the Grantee's sole cost and expense. The Grantor hereafter agrees to use its best efforts to ensure that the Grantor's plans for the Grantor's water, sanitary sewer and storm drainage facilities ("Outflows") do not interfere with the Grantee's use of the easement property. According to the terms hereof. The Grantor agrees to allow the participation of the Grantee's engineers to help prevent, to the extent practicable, such interference between the Grantor's Outflows and the water pipeline and related

facilities. In the event that the location of the Facilities interferes with the Grantor's Outflows, the Grantee agrees that it will make a vertical relocation of the Facilities within the Easement Property at its sole cost and expense.

GRANTOR: City of Aurora A Colorado municipal Corporation

Property Services

ATTEST: STATE OF COLORADO SS. **COUNTY OF** The foregoing instrument was acknowledged before me this 25th day of 1000 by Edward J. Tauer as Mayor, and Debra A. Johnson as City Clerk of the City of Aurora, a Colorado municipal corporation. Witness my hand and official seal. Notary Public My commission expires: April 20, 7008 Approved as to form Reviewed

**GRANTEE:** 

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation.

By: Dand Manuals HA

By: Muica E-Applland
Title: Post. District Manager

STATE OF

COUNTY OF Arabalise

STATE OF

The foregoing instrument was acknowledged before me this ZZNI day of

June 2005, by David J. Kaune ( as

of East Cherry Creek Valley Water and Sanitation District,
a quasi-municipal corporation.

Witness my hand and official seal.

Notary Public

### EXHIBIT A

A 30 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE RIGHTS-OF-WAY FOR HARVEST MILE ROAD, 26TH AVENUE, AND 56TH AVENUE IN SECTIONS 6, 7, 18, 19, 29, AND 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, LYING 15 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT BEING ON A LINE 82.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS S89°36'03"W ALONG SAID SOUTH LINE, 82.00 FEET;

THENCE NOO°08'37"W ALONG SAID PARALLEL LINE, 12.82 FEET;

THENCE N45°00'00"W, 60.96 FEET TO A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID WEST LINE;

THENCE NO0°08'37"W ALONG SAID PARALLEL LINE, 2610.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;

THENCE NO0°15'25"W ALONG A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, 1342.59 FEET TO A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4;

THENCE S89°28'47"W ALONG SAID PARALLEL LINE, 39.00 FEET TO SAID WEST LINE;

THENCE S89°23'21"W ALONG A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30, 39.00 FEET TO A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4;

THENCE NOO°15'25"W ALONG SAID PARALLEL LINE, 1312.51 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°22'42"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 2658.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NO0°20'41"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 2657.03 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°01'56"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, 2655.83 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NO0°05'27"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, 2656.31 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°47'39"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, 2656.62 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NO0°46'08"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 2655.82 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°06'46"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, 2640.85 FEET TO A LINE 15.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE S88°21'36"W ALONG SAID PARALLEL LINE, 33.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID HARVEST MILE ROAD AND THE POINT OF TERMINATION, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS N76°39'33"E, 73.96 FEET, AND WHENCE THE SAID SOUTHWEST CORNER OF SECTION 29 BEARS S00°29'51"E, 23,901.42 FEET.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 72.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 720,953 SQUARE FEET OR 16.5508 ACRES MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDENO UNDER THE SUPERVISION OF FREDRICK L. EASTON, JR. PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



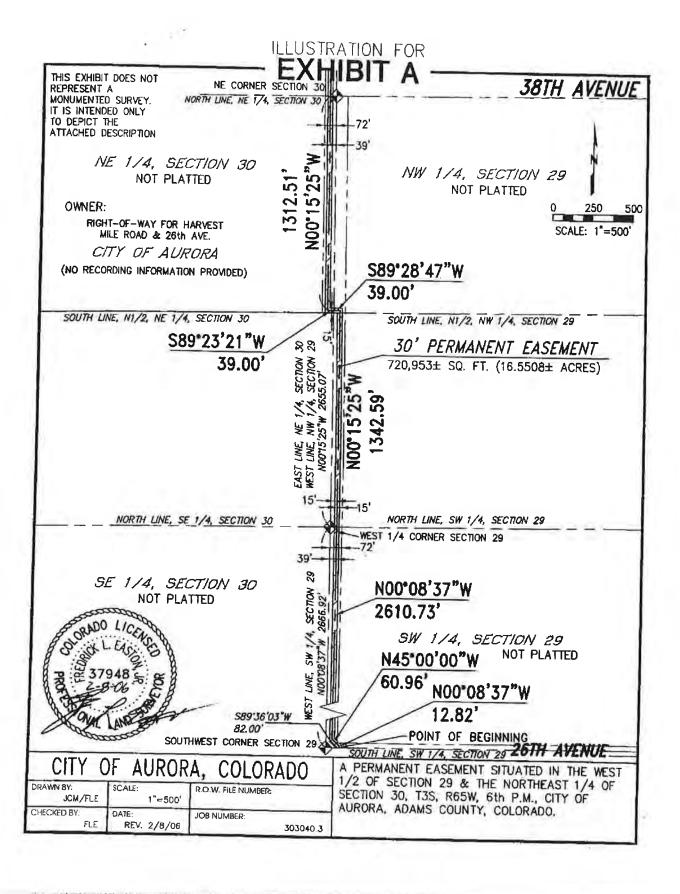
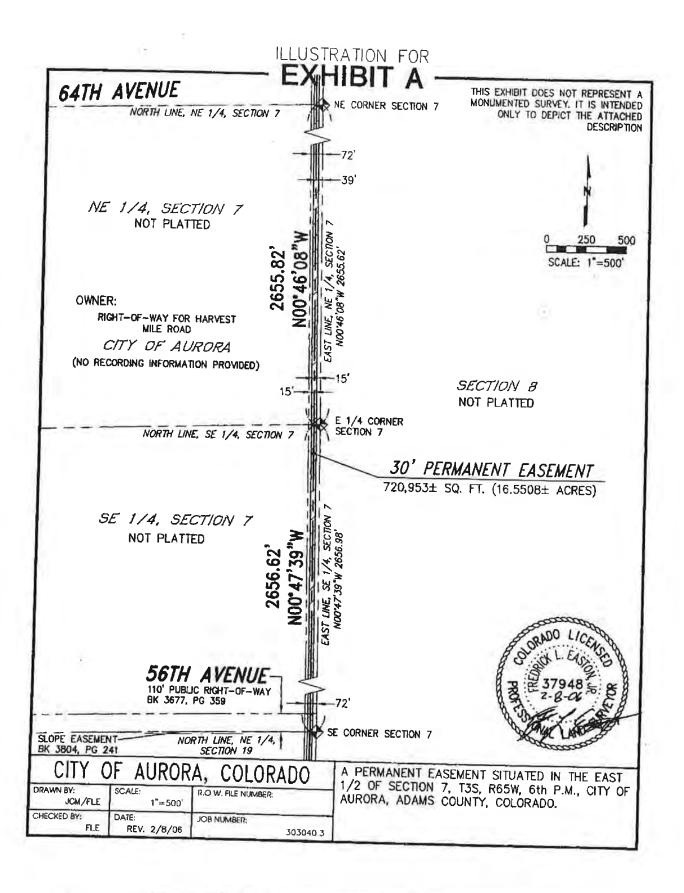
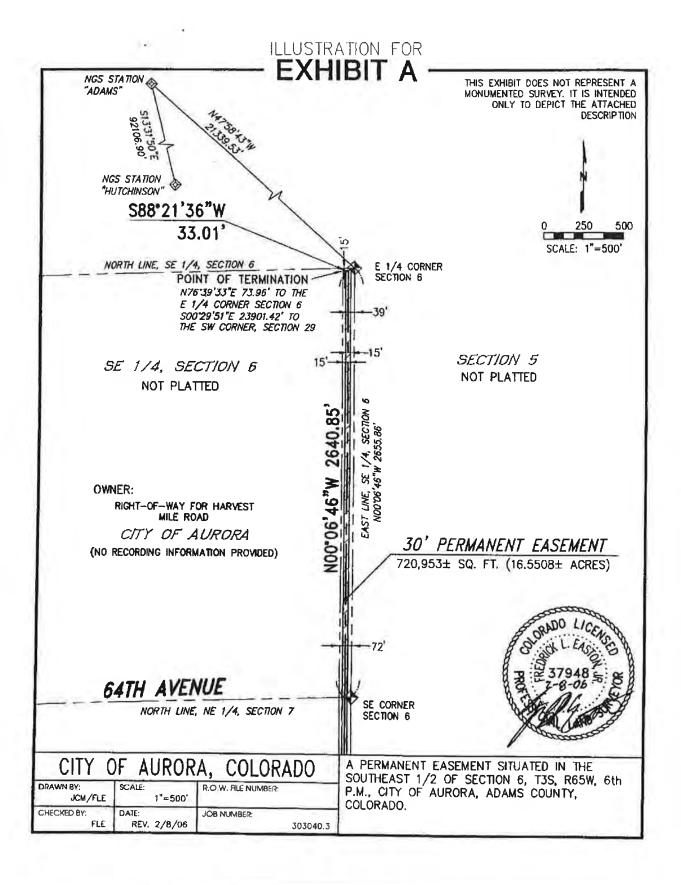


ILLUSTRATION FOR THIS EXHIBIT DOES NOT
REPRESENT A
MONUMENTED SURVEY. NORTH LINE, NE 1/4, SECTION 19
TO OCCUPY THE SOUTH LINE, SW 1/4, SECTION 17 NE CORNER SECTION 19 TO DEPICT THE ATTACHED DESCRIPTION NOT PLATTED NE 1/4, SECTION 19 500 OWNER: SCALE: 1"=500" RIGHT-OF-WAY FOR HARVEST MILE ROAD CITY OF AURORA (NO RECORDING INFORMATION PROVIDED) NOT PLATTED SECTION 20 EAST 1/4 CORNER SECTION 19 NORTH LINE, SE 1/4, SECTION 19 SE 1/4, SECTION 19 NOT PLATTED 30' PERMANENT EASEMENT 720,953± SQ. FT. (16.5508± ACRES) SE CORNER SECTION 19 SOUTH LINE, SW 1/4, SECTION 20 NORTH LINE, NE 1/4, SECTION 30 CITY A PERMANENT EASEMENT SITUATED IN THE EAST 1/2 OF SECTION 19, T3S, R65W, 6th P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO. 0F COLORADO DRAWN BY: SCALE: R.O.W. FILE NUMBER JCM/FLE 1"=500" CHECKED BY: DATE: JOB NUMBER: FLE REV. 2/8/06 303040.3

ILLUSTRATION FOR THIS EXHIBIT DOES NOT REPRESENT NE CORNER SECTION 18 NORTH LINE, NE 1/4, SECTION 18 A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE SLOPE EASEMENT ATTACHED DESCRIPTION BK 3804, PG 241 NE 1/4, SECTION 18 30-NOT PLATTED OWNER: INGRESS/EGRESS EASEMENT RIGHT-OF-WAY FOR HARVEST MILE ROAD BK 2947, PG 175 500 CITY OF AURORA SCALE: 1"=500" (NO RECORDING INFORMATION PROVIDED) SECTION 17 NOT PLATTED E 1/4 CORNER SECTION 18 NORTH LINE, SE 1/4, SECTION 18 30' PERMANENT EASEMENT 720,953± SQ. FT. (16.5508± ACRES) SE 1/4, SECTION 18 NOT PLATTED INGRESS/EGRESS EASEMENT BK 2947, PG 175 SOUTH LINE, SW 1/4, SECTION 17 SE CORNER SECTION 18 NORTH LINE, NE 1/4, SECTION 19 AURORA, COLORADO A PERMANENT EASEMENT SITUATED IN THE EAST 1/2 OF SECTION 18, T3S, R65W, 6th P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO. DRAWN BY: SCALE: R O.W. FILE NUMBER: 1"=500" JCM/FLE CHECKED BY: DATE: JOB NUMBER: FLE REV. 2/8/06 303040.3





### EXHIBIT B

THE EAST 72.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 6,

THE EAST 72.00 FEET OF SECTIONS 7, 18, AND 19,

THE EAST 72.00 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30,

THE SOUTH 72.00 FEET OF THE WEST 72.00 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29,

AND THE WEST 72.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 29, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO,

LESS AND EXCEPT THE FOLLOWING 30 FOOT WIDE STRIP OF LAND THEREOF, LYING 15 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT BEING ON A LINE 82.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS S89°36'03"W ALONG SAID SOUTH LINE, 82.00 FEET;

THENCE NOO°08'37"W ALONG SAID PARALLEL LINE, 12.82 FEET;

THENCE N45°00'00"W, 60.96 FEET TO A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID WEST LINE;

THENCE NO0°08'37"W ALONG SAID PARALLEL LINE, 2610.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;

THENCE NOO°15'25"W ALONG A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, 1342.59 FEET TO A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4;

THENCE S89°28'47"W ALONG SAID PARALLEL LINE, 39.00 FEET TO SAID WEST LINE;

THENCE S89°23'21"W ALONG A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30, 39.00 FEET TO A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4;

THENCE NOO°15'25"W ALONG SAID PARALLEL LINE, 1312.51 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NOO°22'42"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19,

2658.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NO0°20'41"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 2657.03 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°01'56"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, 2655.83 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NO0°05'27"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, 2656.31 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NOO°47'39"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, 2656.62 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE NOO°46'08"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 2655.82 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE NO0°06'46"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, 2640.85 FEET TO A LINE 15.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE S88°21'36"W ALONG SAID PARALLEL LINE, 33.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID HARVEST MILE ROAD AND THE POINT OF TERMINATION, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS N76°39'33"E, 73.96 FEET, AND WHENCE THE SAID SOUTHWEST CORNER OF SECTION 29 BEARS S00°29'51"E, 23,901.42 FEET.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 72.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 1,005,558 SQUARE FEET OR 23.0847 ACRES MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDENO UNDER THE SUPERVISION OF FREDRICK L. EASTON, JR. PLS 37948 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



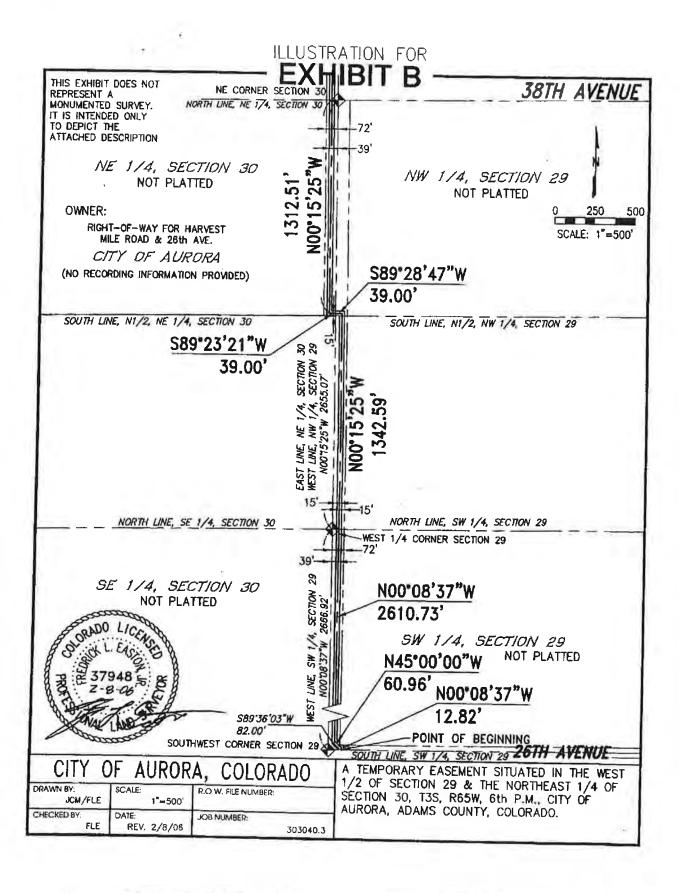
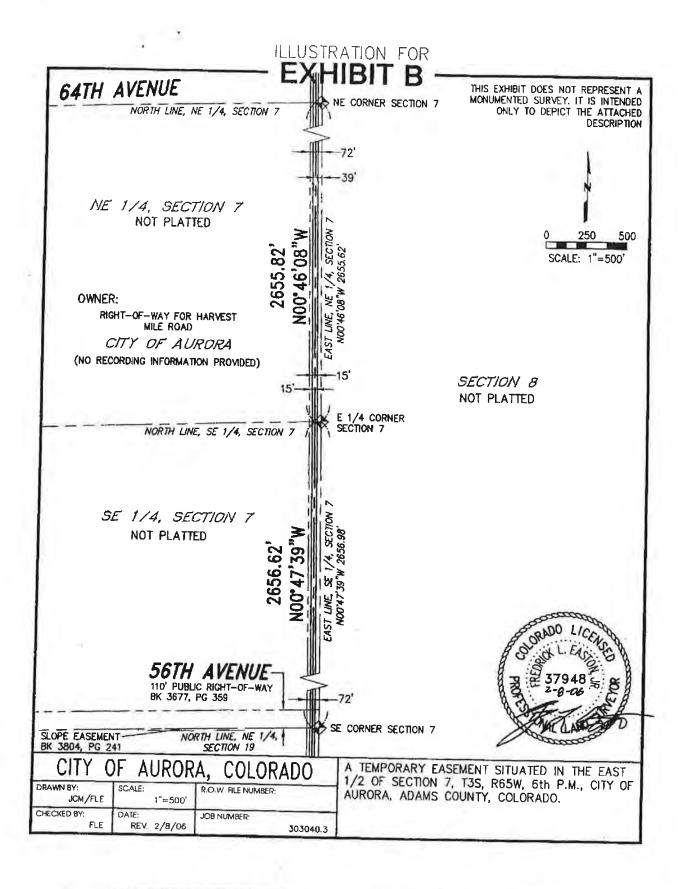
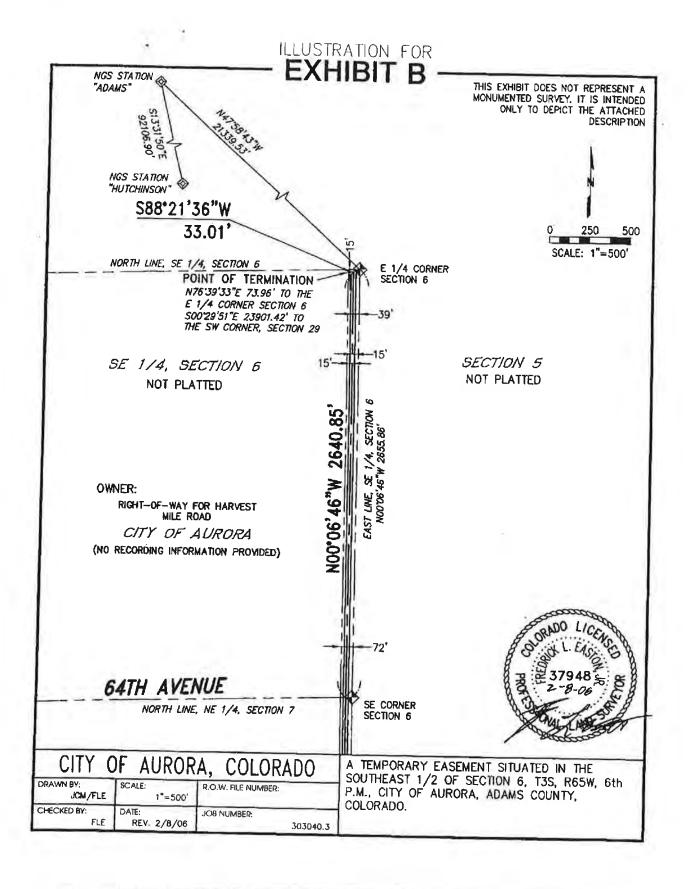


ILLUSTRATION FOR THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY, NORTH LINE, NE 1/4, SECTION 19
TO DEPICT THE
ATTACHED DESCRIPTION NE CORNER SECTION 19 NOT PLATTED NE 1/4, SECTION 19 OWNER: SCALE: 1"=500" RIGHT-OF-WAY FOR HARVEST MILE ROAD CITY OF AURORA (NO RECORDING INFORMATION PROVIDED) NOT PLATTED SECTION 20 15'---EAST 1/4 CORNER SECTION 19 NORTH LINE, SE 1/4, SECTION 19 SE 1/4, SECTION 19 NOT PLATTED SE CORNER SECTION 19 SOUTH LINE, SW 1/4, SECTION 20 NORTH LINE, NE 1/4, SECTION 30 OF AURORA, COLORADO A TEMPORARY EASEMENT SITUATED IN THE EAST 1/2 OF SECTION 19, T3S, R65W, 6th P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO. SCALE: DRAWN BY: R.O.W. FILE NUMBER JCM/FLE 1"=500" CHECKED BY: JOB NUMBER: REV. 2/8/06 303040\_3

ILLUSTRATION FOR THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION NE CORNER SECTION 18 NORTH LINE, NE 1/4, SECTION 18 SLOPE EASEMENT BK 3804, PG 241 NE 1/4, SECTION 18 30-NOT PLATTED OWNER: INGRESS/EGRESS EASEMENT BK 2947, PG 175 RIGHT-OF-WAY FOR HARVEST MILE ROAD 500 CITY OF AURORA SCALE: 1"=500" (NO RECORDING INFORMATION PROVIDED) SECTION 17 NOT PLATTED E 1/4 CORNER SECTION 18 NORTH LINE, SE 1/4, SECTION 18 SE 1/4, SECTION 18 NOT PLATTED INGRESS/EGRESS EASEMENT BK 2947, PG 175 SOUTH LINE, SW 1/4, SECTION 17 SE CORNER SECTION 18 NORTH LINE, NE 1/4, SECTION 19 AURORA, A TEMPORARY EASEMENT SITUATED IN THE EAST 1/2 OF SECTION 18, T3S, R65W, 6th P.M., CITY ORAWN BY: SCALE: R.O.W. FILE NUMBER: OF AURORA, ADAMS COUNTY, COLORADO. JCM/FLE 1"=500" CHECKED BY: JOB NUMBER: REV. 2/8/06 303040.3





#### EXHIBIT C

A 10 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE RIGHT-OF-WAY FOR HARVEST MILE ROAD IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, LYING 5 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 30 BEARS S00°15'25"E ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 2655.07 FEET;

THENCE \$40°37'47"W, 82.50 FEET TO THE POINT OF BEGINNING BEING 54.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, SAID EAST LINE, AND 62.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID NORTHEAST 1/4;

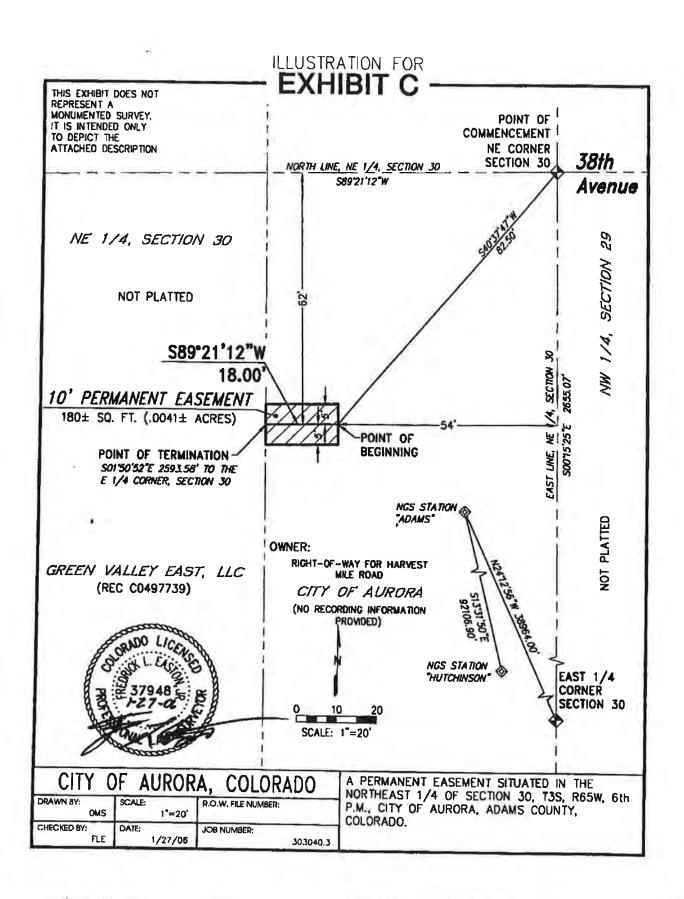
THENCE S89°21'12"W ALONG A LINE 62.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID NORTH LINE, 18.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID HARVEST MILE ROAD AND THE POINT OF TERMINATION, WHENCE SAID EAST 1/4 CORNER BEARS S01°50'52"E, 2593.58 FEET.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 54.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID EAST LINE, AND AT SAID WEST RIGHT-OF-WAY LINE, TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 180 SQUARE FEET OR 0.0041 ACRES MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDENO UNDER THE SUPERVISION OF FREDRICK L. EASTON, JR. PLS 37948 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



### Exhibit B

CONSTRUCTION DRAWINGS (90%) - SEPTEMBER 2019 CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

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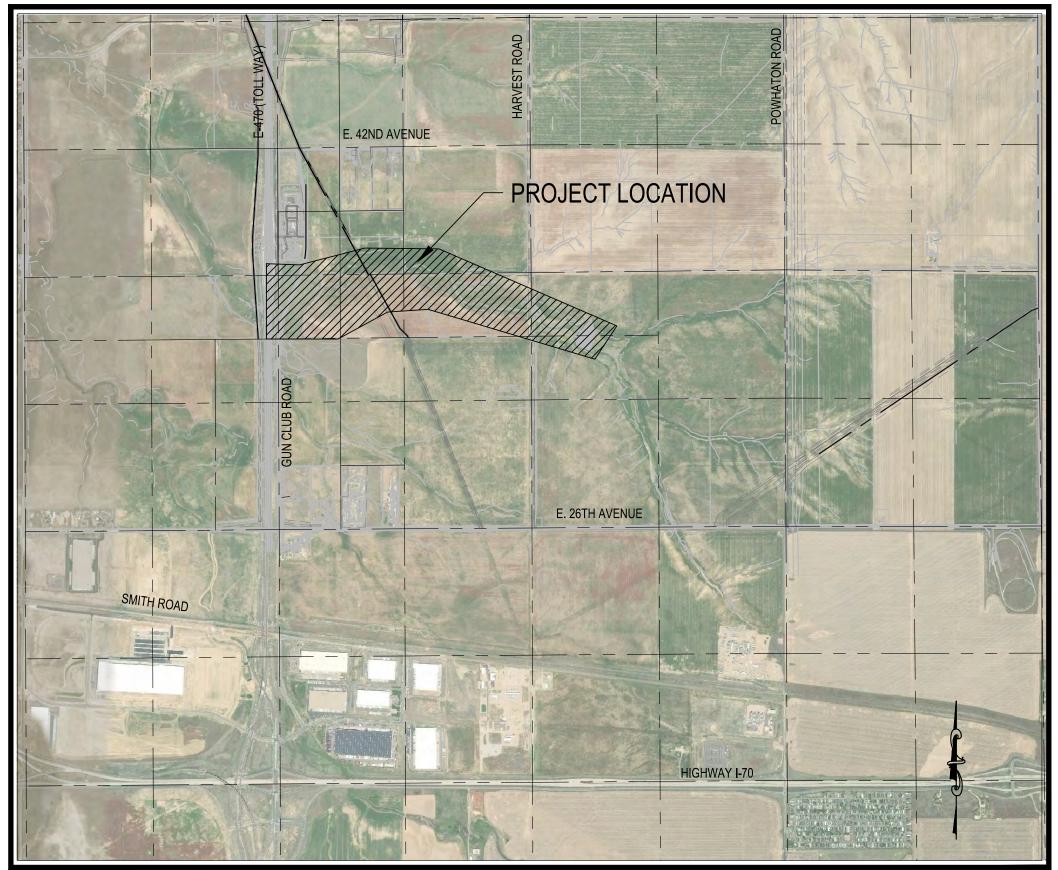
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RETAINING WALL SECTION 4

CDOT M-STANDARD DETAILS 1

CDOT M-STANDARD DETAILS 2

DROP STRUCTURE AT PARKWAY PLAN ENLARGEMENT



VICINITY MAP

SCALE: 1" = 2000'

### BENCHMARK

CITY OF AURORA BENCHMARK 3S6636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END. AKA 19-020B ELEVATION = 5521.54 (NAVD 88)

### PROJECT CONTROL STATEMENT

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.
PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FIRMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING \* 1.0002542620) - 1000000.00

PROJECT EASTING = (STATE PLANE EASTING \* 1.0002542620) - 3000000.00

Approved One Year From This Date	
City Engineer	 Date
Parks, Recreation and Open Space	
Water Department	

REV REVISION DESCRIPTION

DATE CHND CHKD APPR

Know what's below.
Call before you dig.

# THE AURORA HIGHLANDS FIRST CREEK TRIBUTARY T DRAINAGE IMPROVEMENTS

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT CITY OF AURORA, COLORADO

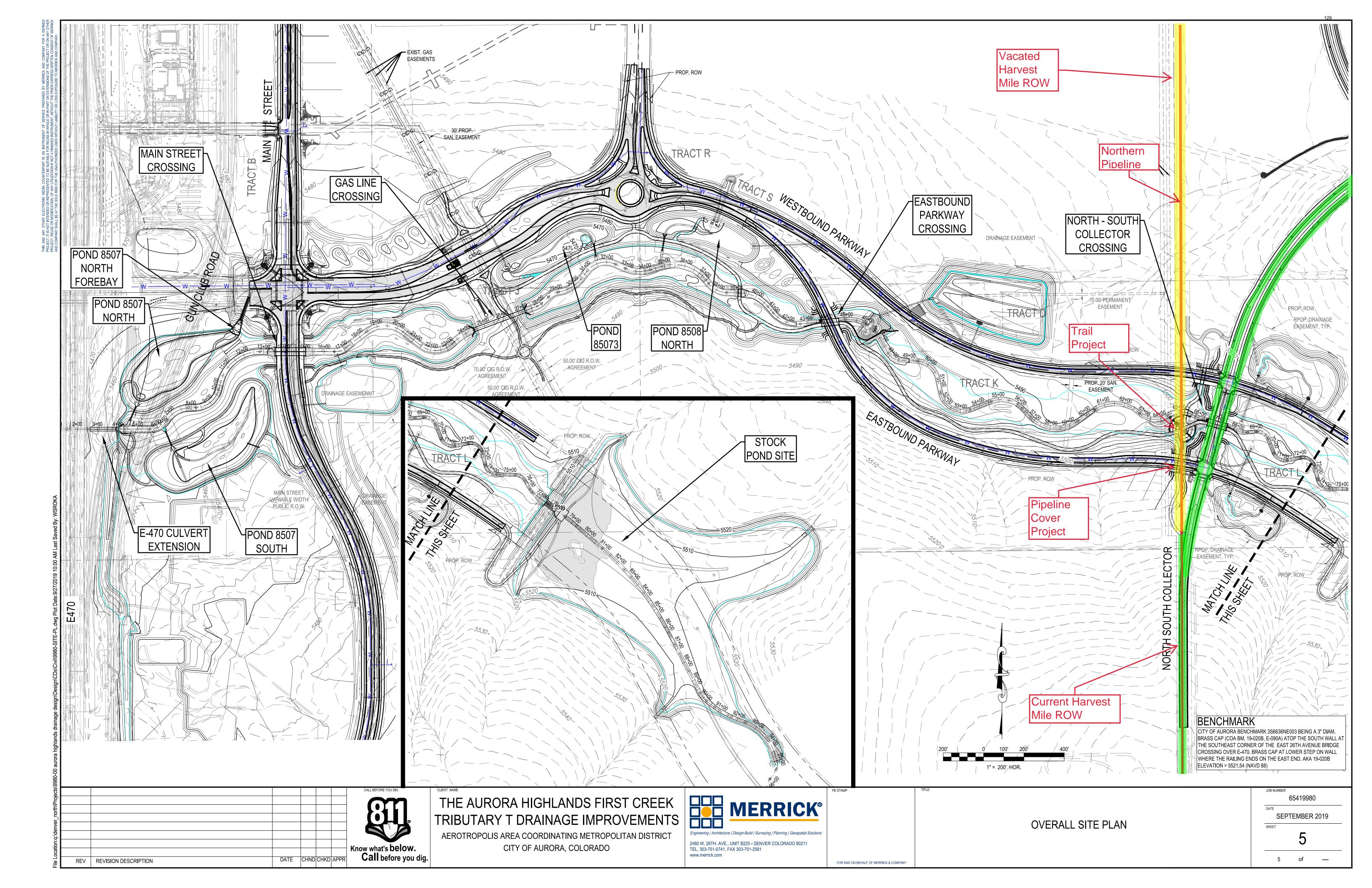


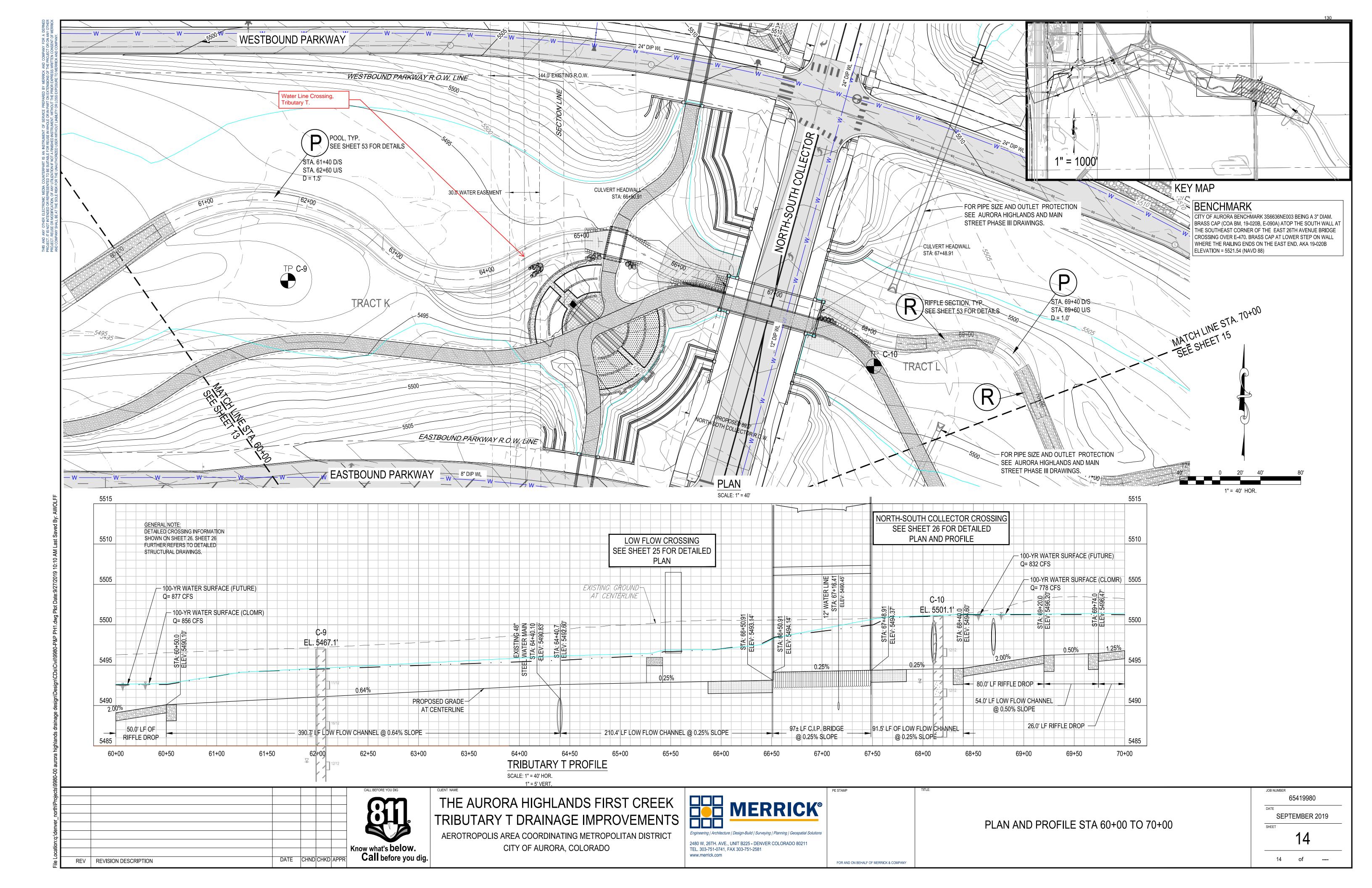
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FOR AND ON BEHALF OF MERRICK & COMPANY

**COVER SHEET** 

		Date
JOB NUMBER		
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SEP	TEMBER	2019
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## **Exhibit C**

# AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT OVERLAP AREA CONSENT AGREEMENT

(The Aurora Highlands Parkway and Pedestrian Pathway)

THIS OVERLAP AREA CONSENT AGREEMENT ("Agreement") is made this
day of, 2022, between Aerotropolis Area Coordinating Metropolitan District, a
quasi-municipal corporation and political subdivision of the State of Colorado ("Aerotropolis")
and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and
political subdivision of the State of Colorado (the "District", and together with Aerotropolis,
collectively referred to herein as the "Parties" or individually as a "Party").

#### **RECITALS**

**WHEREAS**, the District is the holder of a perpetual, non-exclusive easement (the "Pipeline Easement") over, under, across, above, and through a portion of certain real property pursuant to an Easement Deed and Temporary Construction Easement granted by the City of Aurora dated April 25, 2006 and recorded with the Adams County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 (the "Pipeline Easement Deed"); and

**WHEREAS**, pursuant to the Pipeline Easement Deed the District has certain rights within the real property as more particularly described in the Pipeline Easement Deed (the "Pipeline Easement Property"); and

**WHEREAS**, pursuant to the Pipeline Easement Deed, the District has constructed a forty-eight-inch (48") water pipeline and appurtenances thereto on the Pipeline Easement Property (the "Northern Line"); and

WHEREAS, Aerotropolis desires to install flow fill around the Northern Line and make modifications to a blow off valve (the "Temporary Protection"), construct a temporary road surface for a four-lane divided parkway running on an east-west axis known as the Aurora Highlands Parkway (the "Temporary Road"), a permanent road surface for the Aurora Highlands Parkway (the "Permanent Road"), and a pedestrian pathway between the eastbound and westbound lanes of the Aurora Highlands Parkway (the "Pedestrian Pathway", and together with the Temporary Protection, the Temporary Road and the Permanent Road, the "Improvements") within the Pipeline Easement Property as a component of the Aurora Highlands (the "Project"); and

**WHEREAS**, Aerotropolis and the District have entered into a settlement agreement setting forth the terms and conditions for construction of the Improvements to which this Agreement is an exhibit (the "Settlement Agreement");

**WHEREAS**, the construction of and the presence of the Improvements in the Pipeline Easement Property in accordance with the terms and conditions of this Agreement and the Settlement Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Northern Line; and

**WHEREAS**, Aerotropolis has requested that the District consent to Aerotropolis's non-exclusive use of a portion of the Pipeline Easement Property for Aerotropolis's construction and operation of the Improvements located in the area depicted and described in **Exhibit A** to this Agreement (the "Overlap Area"), in accordance with the terms and conditions provided for in this Agreement and the Settlement Agreement; and

**WHEREAS**, the District and Aerotropolis acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the Overlap Area in order to avoid conflict and to agree to the terms under which Aerotropolis may construct, operate, maintain, and repair the Improvements within the Overlap Area.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

- 1. Consent to Use of Overlap Area for Approved Activities. Subject to all terms and conditions of the Settlement Agreement and this Agreement, the District hereby consents to Aerotropolis's use of the Overlap Area for the purpose of constructing and operating, maintaining, and repairing the Improvements only until such time as the City of Aurora accepts the Improvements for ownership, operations and maintenance (the "Approved Activities") on, in, or under the Overlap Area, provided the Approved Activities are consistent with and do not impair the rights of the District under the Pipeline Easement Deed, and that the Approved Activities adhere to the terms and conditions of the Settlement Agreement and this Agreement. The rights granted by the District under this Agreement are limited to the use by Aerotropolis of the Overlap Area in connection with the Improvements, in compliance with the terms of the Settlement Agreement and this Agreement and for no other purpose. Nothing herein is intended to apply nor shall be deemed to apply to the Northern Line or its related facilities, nor to any other District facilities, to the extent located outside of the Overlap Area. The subset of the permitted Approved Activities that involve only the initial construction and installation of the Improvements are referred to herein specifically as the "Construction Activities." Anything beyond the Approved Activities will necessitate an amendment to this Agreement.
- **Approved Activities Requirements.** Aerotropolis acknowledges and agrees that the District is concerned about the anticipated proximity between the District's Northern Line and the Approved Activities. Aerotropolis agrees that all Approved Activities must be undertaken with reasonable care to prevent harm to the District's Northern Line and subjacent and lateral support for the District's Northern Line. Acknowledging these and other developing concerns for the safety and protection of the District's Northern Line, Aerotropolis shall adhere to the requirements set forth below which are deemed necessary in the sole opinion of the District (the "Approved Activities Requirements"), including, but not limited to the following:
  - **A.** *Temporary Protection of Northern Line.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for construction of the Temporary Protection.
- ii. Construction of the Temporary Protection shall take place in accordance with plans approved by ECCV pursuant to the terms of the Settlement Agreement (the "Temporary Protection Plans"). Following the District's approval the Temporary Protection Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Temporary Protection Plans without the District's prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Temporary Protection Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. Material as used in this provision and in subsequent provisions of this Agreement shall mean changes in the applicable plans which may, in the judgment of a qualified engineering professional with appropriate expertise, create risk to the Northern Line beyond that included in the mutually approved and relevant plans. The District shall have the right to observe any portion of construction of the Temporary Protection. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org prior to the commencement of its construction of the Temporary Protection. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Protection and calling out any approved deviations from the Temporary Protection Plans no later than thirty (30) days after completion of the Temporary Protection.

### **B.** Temporary Road.

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Temporary Road.
- ii. Aerotropolis shall conduct all Construction Activities involving the Temporary Road (the "Temporary Road Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Temporary Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Temporary Road. Aerotropolis shall provide the District with construction plans and specifications for the Temporary Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Temporary Road

Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' detailed construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Temporary Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Temporary Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Temporary Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to conduct any activities or install any portion of the Temporary Road deviate in any material manner from the Temporary Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Temporary Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Temporary Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Road and calling out any approved deviations from the Temporary Road Construction Plans no later than thirty (30) days after completion of construction.

### **C.** *Pedestrian Pathway.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Pedestrian Pathway.
- ii. Aerotropolis shall conduct all Construction Activities involving the Pedestrian Pathway (the "Pedestrian Pathway Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Pedestrian Pathway Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Pedestrian Pathway. Aerotropolis shall provide the District with construction plans and specifications for the Pedestrian Pathway and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Pedestrian Pathway Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of

Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Pedestrian Pathway shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Pedestrian Pathway Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Pedestrian Pathway Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Pedestrian Pathway Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Pedestrian Pathway Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Pedestrian Pathway Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Pedestrian Pathway and calling out any approved deviations from the Pedestrian Pathway Construction Plans no later than thirty (30) days after completion of construction.

### **D.** Permanent Road Surface.

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Permanent Road Surface.
- ii. Aerotropolis shall conduct all Construction Activities involving the Permanent Road (the "Permanent Road Construction Activities") in accordance with the terms of the Settlement Agreement and full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Permanent Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Permanent Road. Aerotropolis shall provide the District with construction plans and specifications for the Permanent Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Permanent Road Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and

complete construction plans and specifications for the Permanent Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Permanent Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Permanent Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Permanent Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Permanent Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Permanent Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Permanent Road and calling out any approved deviations from the Permanent Road Construction Plans no later than thirty (30) days after completion of construction.

#### **E.** Permanent Relocation.

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for the Permanent Relocation.
- ii. Pursuant to the Settlement Agreement, Aerotropolis and/or Aerotropolis Regional Transportation District ("ARTA") is obligated to permanently relocate a portion of the Northern Line (the "Relocation"), which Relocation shall take place in accordance with plans approved by the District pursuant to the terms of the Settlement Agreement (the "Relocation Plans"). Following the District's approval, the Relocation Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Relocation Plans without the District's prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Relocation Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. The District shall have the right to observe any portion of Relocation in the Overlap Area. In addition. Aerotropolis shall contact Michelle Probasco mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org, at least

thirty (30) business days prior to the commencement of the Relocation. Aerotropolis shall prepare and submit to the District asbuilt plan(s) depicting the Relocation and calling out any approved deviations from the Relocation Plans no later than thirty (30) days after completion of the Relocation.

- F. Earth Cover. Except as permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), Aerotropolis shall take no action which would impair the earth cover over, or the lateral and subjacent support of, the Northern Line within the Overlap Area, without the prior written consent of the District.
- G. Crossing Lines. All Improvements in the Overlap Area must cross the Northern Line at approximately right angles, unless otherwise permitted by the District in writing or as provided in any approved plans for the Improvements as set forth in the Pipeline Easement Deed. The minimum vertical clearance shall be eighteen (18) inches between the Improvements and the Northern Line.
- H. Parallel Lines. Except as expressly permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), any Improvements that parallel the District's Northern Line must be located at least ten (10) feet away from the outside edge of the Northern Line to the outside edge of other utility located on the Pipeline Easement Property or Overlap Area.
- **I.** Operations and Maintenance in Overlap Area as Part of the Approved Activities.
  - i. Aerotropolis shall not interfere with the District's activities, or operation of Northern Line within the Overlap Area, and Aerotropolis shall conduct its Approved Activities in a safe and prudent manner considering the Northern Line and any other District facilities located on or below the surface of the Overlap Area.
  - ii. Aerotropolis will maintain reasonable access for on-going District operations and maintenance personnel to critical facilities of the Northern Line within the Overlap Area, including but not limited to line valves, blow offs, and air valves at all times during the Approved Activities. Construction soil stockpiles shall not be permitted on top

of the Northern Line within the Overlap Area and shall not cover access to any critical facilities of the Northern Line within the Overlap Area. Any modification or relocation of the Improvements shall not be considered part of the Approved Activities, and will necessitate an amendment to this Agreement (see Section 1).

- iii. Following completion of the Construction Activities, Aerotropolis will not conduct or permit anyone to conduct any Approved Activities on or within the Overlap Area, including but not limited to, operations, maintenance and repair of the Improvements, without the prior written consent of the District. The District shall have the right to observe any portion of Approved Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco mprobasco@eccv.org, telephone number 303-226-9153, or her successor at such email address and phone number as may be provided by the District to Aerotropolis and also to info@eccv.org, at least thirty (30) calendar days prior to the commencement of any form of construction activities related to the Permanent Road on or within the Overlap Area.
- iv. In the event that ECCV, or its employees, agents, or contractors, causes damage to the Improvements, whether during construction or following completion of the Construction Activities, but in all cases prior to the time when such Improvements are dedicated to the City of Aurora, then ECCV shall be solely responsible for repairing or paying for the costs to repair such Improvements to the condition in which such Improvements existed prior to such damage.
- 3. Existing District and Third-Party Facilities and Easements that Interfere with Aerotropolis' Use of the Overlap Area. To the extent any third parties' facilities within the Overlap Area existing at the time of this Agreement interfere with Aerotropolis' ability to construct or operate its Improvements within the Overlap Area, Aerotropolis will resolve matters of relocation and reconstruction of such existing facilities by separate relocation/reconstruction agreement with the owner of such facilities at no cost to the District.
- 4. Shutdown of Northern Line. Aerotropolis requires a shutdown of the Northern Line for construction of the Temporary Protection and the Relocation. A shutdown of the Northern Line requires the District to halt pumping operations (the "Line Shutdown"). The District and Aerotropolis agree that Approved Activities relating to the Temporary Construction shall take place between February 23, 2022 and March 7, 2022, when the District has a planned shutdown of the Northern Line already scheduled. The District and Aerotropolis further agree that the tie-in of the Relocation to the Northern Line shall occur during the two-week window to be scheduled by the District for the regular shutdown of the Northern Line between January 14, 2023 and February 28, 2023. Other than the foregoing, the District shall have no obligation of any kind to shut down

the Northern Line to permit the Approved Activities to go forward.

- 5. <u>Use and Occupancy of Overlap Area by the District</u>. The District retains all of its rights specified in the Pipeline Easement. The District shall continue to have the full rights afforded to it under the Pipeline Easement to use the Overlap Area.
- **Restoration of Overlap Area.** After conducting any Approved Activities in the Overlap Area, Aerotropolis shall restore the Overlap Area, including, but not limited to, subjacent and lateral support, at the expense of Aerotropolis, to the condition in which it was prior to Aerotropolis' use of the Overlap Area (with the exception of the construction of the Improvements), including settling or other repairs or damage within the Overlap Area caused by the Approved Activities.
- Responsibility for Damages. Aerotropolis shall be responsible for any and all damage to the Northern Line, to the extent caused by the use of the Overlap Area by Aerotropolis or any of its contractors, subcontractors, agents or employees. Aerotropolis shall, at the District's option, pay for or repair any damage done to the Northern Line, to the extent caused by any Approved Activities. The cost of lost water, costs for consequential damages and the reasonable costs for any repairs necessitated by such damage shall be borne by Aerotropolis. Notwithstanding the foregoing, the District will have no duty to monitor any Approved Activities. Any monitoring by the District of Aerotropolis conducted by or on behalf of Aerotropolis is for the sole benefit of the District and shall not create any duty, obligation or liability to Aerotropolis or any other person.
- **8.** <u>Insurance.</u> While conducting Approved Activities, Aerotropolis's contractor for the construction shall obtain and provide insurance covering the activities set forth in the Agreement as provided in this Section:
  - A. General Requirements. Aerotropolis's contractor shall provide or cause to be provided to the District forms evidencing all insurance coverage obtained by all construction contractors prior to commencement of construction. Aerotropolis's contractor shall maintain or cause to be maintained all such insurance until construction is complete and, if necessary, shall provide or cause to be provided to the District documentation of renewals of all such insurance. Aerotropolis shall ensure all subcontractors conducting Approved Activities on its behalf have insurance coverage appropriate for the tasks there are performing and Aerotropolis shall be liable to the District for any subcontractor failure to ensure commercially reasonable insurance coverages.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Aerotropolis's contractor and subcontractors pursuant to the indemnification provisions of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting provisions shall be procured to maintain such continuous coverage.

A certificate of insurance shall be completed by Aerotropolis's contractor's

insurance agent(s) as evidence that policies providing required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the District prior to commencement of any services under this Agreement. The certificate shall demonstrate that the insurance coverage complies with the requirements of this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. The completed certificate of insurance shall be sent to: East Cherry Creek Valley Water and Sanitation District, 6201 S. Gun Club Road, Aurora, CO 80016.

The District shall be named an additional insured on all policies and the District shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the District and Aerotropolis, and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., ("GIA") as amended from time to time, or otherwise available to the District and/or Aerotropolis, and each of their respective officers or employees.

- **B.** *Minimum Insurance Coverages Construction Phase.* 
  - **i.** <u>Workers' Compensation Insurance</u>. Workers' compensation insurance with coverage in accordance with applicable law.
  - ii. Commercial General Liability Insurance. Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2013 edition or equivalent), shall include all major divisions of coverage, and shall be on a comprehensive basis, including:
    - a. Premises and operations;
    - b. Personal injury liability;
    - c. Contractual liability;
    - d. Property damage; and
    - e. Independent contractors' coverage
    - f. In addition, Aerotropolis's contractor shall provide commercial liability insurance endorsements as follows:

- 1. Endorsement CG 25 03 (dated as of 5/2009) or equivalent, general aggregate applies on a per project/per location basis;
- 2. Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the Agreement, which shall be payable in addition to the coverage limit of liability); to the extent aligned with and permitted by applicable law, no contractual liability coverage exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);
- 3. Personal injury liability (with contractual exclusions deleted);
- 4. No separation of insured exclusion;

### iii. Contractor specific requirements:

- a. If applicable to the Approved Activities, perils of explosion, collapse, & underground (XCU);
- b. If applicable to the Approved Activities, no subsidence exclusion;
- c. If applicable to the Approved Activities, no damage to Aerotropolis performed by subcontractor exclusion (CG 22 94 or similar);
- d. If applicable to the Approved Activities, no exclusions for operations performed within 50 feet of a railroad property;
- e. If applicable to the Approved Activities, no exclusions for operations involving residential, multi-family or apartments.
- f. For the full statute of repose, the Aerotropolis's contractor shall (1) maintain general liability coverage for both products and completed operations insurance, and (2) maintain the District as an additional insured thereunder. Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.
- **iv.** <u>Commercial Automobile Liability Insurance</u>. Commercial automobile liability insurance with coverage in the amount of One

Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles.

- Contractor's Pollution (Environmental) Liability. This Section is v. applicable to (a) Aerotropolis's contractor and (b) subcontractors of any tier that are providing Approved Activities related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes microbial matter, mold, fungi, or bacteria and any Approved Activities which will involve the use of hazardous materials. The contractor and all applicable subcontractors must provide and maintain a separate pollution liability insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. The pollution liability policy must include contractual liability coverage aligned with the indemnification obligations of this Agreement. The policy limits shall be in the amount of One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate. Aerotropolis's contractor and subcontractors shall maintain pollution liability coverage for the statute of repose following completion of the Approved Activities. Should mold coverage be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of repose.
- Excess/Umbrella Liability Coverage. Excess liability insurance vi. with coverage, beyond that of the general liability, automobile liability and employers' liability coverages required herein, in the amount of at least Three Million Dollars (\$3,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages. All coverages and terms required under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance Sections hereof must be included on the Excess/Umbrella Liability policy. Higher limits may be required by the District on a project-by-project basis. Aerotropolis's contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.
- **vii.** Aerotropolis itself will provide property casualty insurance via Aerotropolis's third-party property casualty insurance policy covering all of the Overlap Area.
- **B.** *Minimum Insurance Coverages Post Construction*

- 1. Following completion of construction of the Approved Activities, Aerotropolis shall maintain insurance coverage, either through purchase of third-party insurance or self-insurance, in amounts up to the limits contained in the GIA, Section 24-10-114, C.R.S. as they may change from time to time, to insure against all claims costs and expenses Aerotropolis has agreed to indemnify the District for pursuant to this Agreement. Such coverage shall be effective as of the date the Approved Activities are installed in the Overlap Area and Aerotropolis shall maintain such coverage for the duration of time Aerotropolis conducts Approved Activities in the Overlap Area. The District shall be named as an additional insured with respect to such third-party policy.
- **C.** Aerotropolis and/or its contractors are solely responsible for any deductibles, self-insured retentions, or uninsured losses for any reason arising out of Aerotropolis's obligations of this Agreement.
- **D.** All coverages specified in this agreement shall waive any right of subrogation against the District and its directors, officers, employees, and agents.
- E. Nothing in this Agreement shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by Aerotropolis or its contractors and the District shall not be responsible for any representations or warranties made by or on behalf of Aerotropolis or their contractors to any insurance company or insurance underwriter.
- 9. **Indemnification.** To the extent of its lawful authority, Aerotropolis shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis or any of its subcontractors or material suppliers, agents or employees, in connection with this Agreement (or a breach thereof). Further, Aerotropolis hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District or Aerotropolis pursuant to this Agreement shall be deemed a waiver of the District's or Aerotropolis' respective sovereign immunity under the Colorado Governmental Immunity Act. Further, Aerotropolis shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants. The obligations of the indemnifications extended by Aerotropolis to the District under this Section shall survive termination or expiration of this Agreement.

Aerotropolis's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law which obligations shall be subject to annual appropriation by Aerotropolis. However, nothing in this Agreement shall be construed as requiring Aerotropolis to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence, willful acts, or intentional torts of the District or any third party under the control or supervision of the District. Nor shall Aerotropolis's obligations under this Section extend to acts or omissions of any third party not under the control or supervision of Aerotropolis. Any insurance coverage requirements specified in this Agreement in no way lessen or limit the obligations of Aerotropolis under the terms of this Section.

- **Contractors and Subcontractors.** Aerotropolis is solely and fully responsible to the District for its obligations under this Agreement and Aerotropolis shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf as if the work were performed by it. .
- 11. No Property Interest. This Agreement does not convey an interest in real property, nor shall it be deemed to create or construed as creating in Aerotropolis any property interest in or to the Overlap Area. The parties do not by this Agreement intend to create a lease, easement, or other real property interest. In no event shall this Agreement be recorded in the records of any county. Further, notwithstanding any contrary provision, the District reserves its full rights to use the Overlap Area for any purpose permitted by the Pipeline Easement.
- Ownership of Fee Underlying Overlap Area. The District's ownership of the Overlap Area is limited to an easement interest only and Aerotropolis acknowledges that the land under the Overlap Area is owned in fee by third parties. Aerotropolis shall be responsible to acquire all rights necessary to construct its Project from these third parties. Aerotropolis agrees that any authorization granted herein is conditioned upon Aerotropolis obtaining such additional authorization from the fee owner(s) of the Overlap Area or others owning any interest in the Overlap Area. Aerotropolis's interest in the Overlap Area is subject to the terms of the District's Pipeline Easement Deed obtained from third parties. Further, Aerotropolis acknowledges that the District is not giving or making any warranty with respect to title to any portion of the Overlap Area and the District, nor anyone acting for or on behalf of the District has made any representation, statement, warranty or promise concerning the title, physical aspects or

condition of the Pipeline Easement Property, or the feasibility, desirability, or adaptability of the Pipeline Easement Property for any particular use.

#### 13. <u>Miscellaneous Provisions.</u>

A. Notices. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notice to District:

East Cherry Creek Valley Water and Sanitation District 6201 S. Gun Club Road Aurora, Colorado 80016 Attn: David J. Kaunisto

Email: dkaunisto@eccv.org

With a copy to:

Icenogle Seaver Pogue, P.C. 4725 South Monaco Street, Suite 360 Denver, Colorado 80237 Attn: Tamara Seaver, Esq. Email: TSeaver@ISP-Law.com

Notice to Aerotropolis:

Matt Hopper, President Aerotropolis Area Coordinating Metropolitan District c: 303.339.0042 e: matt.hopper@aacmd.org

With a copy to:

Brownstein Hyatt Farber Schreck, LLP 410 Seventeenth Street, Suite 2200 Denver, CO 80202 303.223.1249 tel kwalsh@bhfs.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

- **B.** *Recordation.* The Parties agree that this Agreement may not be recorded in the records of the Adams County Clerk and Recorder.
- C. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that this Agreement: (i) shall be limited to the rights and obligations of Aerotropolis and the District only; (ii) shall not be binding upon any other parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the Pipeline Easement Property or any other property; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and the District entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, the District acknowledges and agrees that the City of Aurora shall not be bound by this Agreement; that this Agreement shall cease to have legal effect at the time of dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora; and that it shall be incumbent solely upon the District to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of this Agreement.
- Parties with respect to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of this date, *provided* that if there are any irreconcilable inconsistencies between the terms of this Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.
- **E.** Specific Performance. The terms of this Agreement may be enforced by specific performance.
- **F.** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the District Court in the County of Adams.

- G. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
- **H.** *No Waiver*. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- **I.** *Non-Assignable.* Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections refer to the Sections of this Agreement; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- **K.** *Exhibits Incorporated.* All exhibits to this Agreement are incorporated herein and are made a part hereof as if set forth fully herein.
- **L.** Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

# EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

	Its:		
STATE OF		) ) ss.	
The foregoing is of, 2022 by	nstrument was	s acknowledged bet	fore me this day of the Eas
Cherry Creek Valley Water and Sanita WITNESS my h		ial seal.	
My commission	expires:		
		Notary Publi	с

# AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

APPR	OVED:		
<del></del> By:		_	
STAT	F OF	)	
COUN	E OF	) ss. _ )	
		nent was acknowledged be	
	, 2022 by ating Metropolitan District.	, as	of Aerotropolis
	WITNESS my hand a	nd official seal.	
	My commission expir	res:	
		No	tary Public

#### **EXHIBIT A**

# Overlap Area

CONSTRUCTION DRAWINGS (90%) - SEPTEMBER 2019 CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

Т	Sheet List Table		
Sheet Number	Sheet Title		
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2	GENERAL NOTES		
3	UTILITY NOTES		
4	DEMOLITION PLAN		
5	OVERALL SITE PLAN		
6	SURVEY CONTROL DIAGRAM		
7	SURVEY CONTROL TABULATION		
8	PLAN AND PROFILE STA 0+00 TO 10+00		
9	PLAN AND PROFILE STA 10+00 TO 20+00		
10	PLAN AND PROFILE STA 20+00 TO 30+00		
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16	E-470 CULVERT EXTENSION PLAN		
17	E-470 CULVERT EXTENSION PROFILES		
18	MAIN STREET CROSSING PLAN		
19	MAIN STREET CROSSING PROFILE		
20	GAS LINE CROSSING PLAN AND PROFILE		
21	LOW FLOW CROSSING DETAILED PLAN		
22	LOW FLOW CROSSING SECTIONS		
23	EASTBOUND PARKWAY PLAN		
24	EASTBOUND PARKWAY PROFILE		
25	NORTH - SOUTH COLLECTOR DETAILED SITE PLAN		
26	NORTH - SOUTH COLLECTOR PLAN AND PROFILE		
27	EASTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE		
28	WESTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE		
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30	PRIVATE POND 8507 NORTH PLAN		
31	POND 8507 NORTH PRIMARY OUTLET STRUCTURE		
32	PRIVATE POND 8507 SOUTH PLAN		
33	POND 8507 SOUTH PRIMARY OUTLET STRUCTURE		
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42	STOCK POND EMBANKMENT PLAN & PROFILE		
43	STOCK POND SEDIMENT BASIN		
44	STOCK POND DROP STRUCTURES DETAIL PLANS		
45	STOCK POND AND SWALE PROFILES		

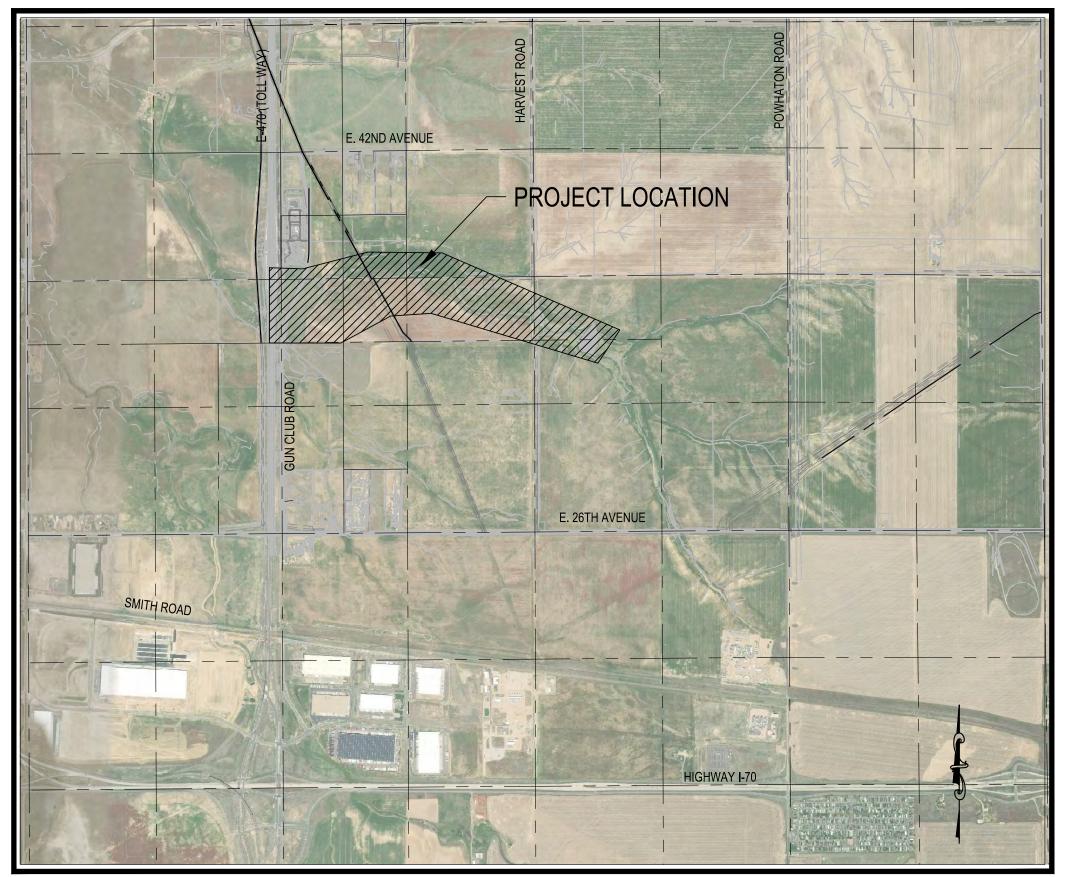
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RETAINING WALL SECTION 4

CDOT M-STANDARD DETAILS 1

CDOT M-STANDARD DETAILS 2

DROP STRUCTURE AT PARKWAY PLAN ENLARGEMENT



VICINITY MAP

SCALE: 1" = 2000'

# BENCHMARK

CITY OF AURORA BENCHMARK 3S6636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END. AKA 19-020B ELEVATION = 5521.54 (NAVD 88)

# PROJECT CONTROL STATEMENT

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.
PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FIRMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING \* 1.0002542620) - 1000000.00

PROJECT EASTING = (STATE PLANE EASTING \* 1.0002542620) - 3000000.00

Approved One Year From	This Date
City Engineer	
Parks, Recreation and Open Space	Date
Water Department	

REV REVISION DESCRIPTION

DATE CHND CHKD APPR

Know what's below.
Call before you dig.

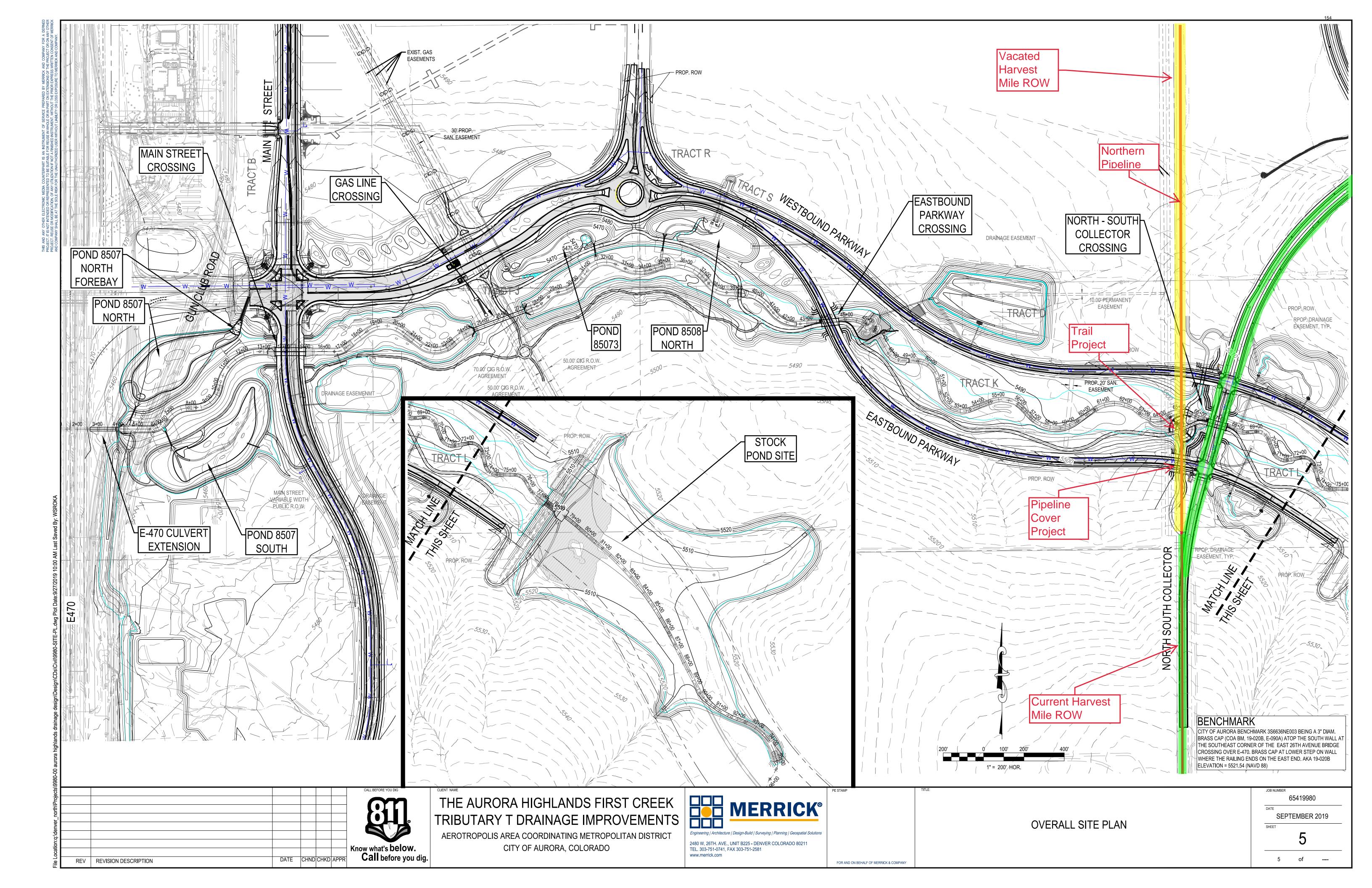
# THE AURORA HIGHLANDS FIRST CREEK TRIBUTARY T DRAINAGE IMPROVEMENTS

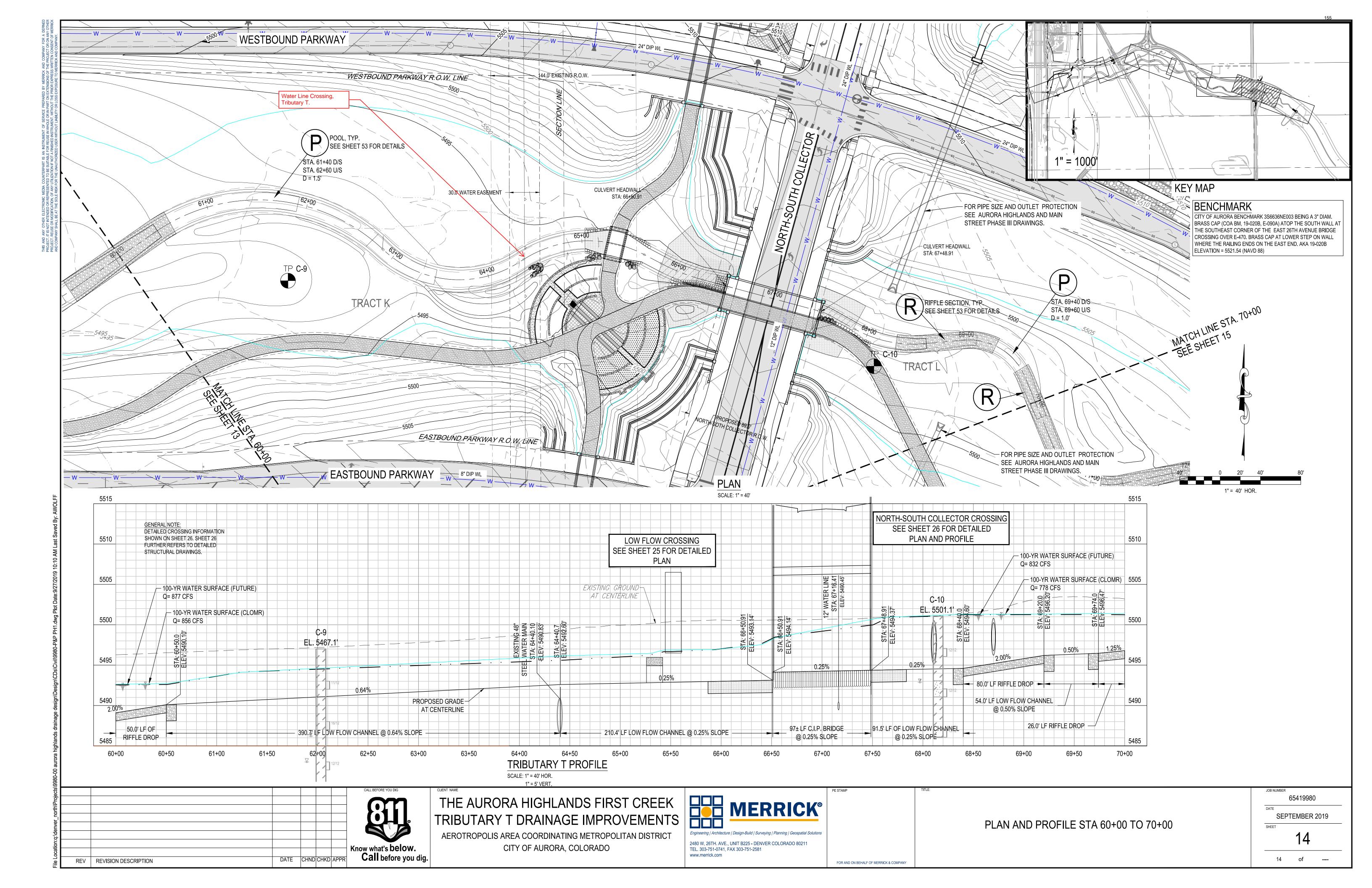
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT CITY OF AURORA, COLORADO



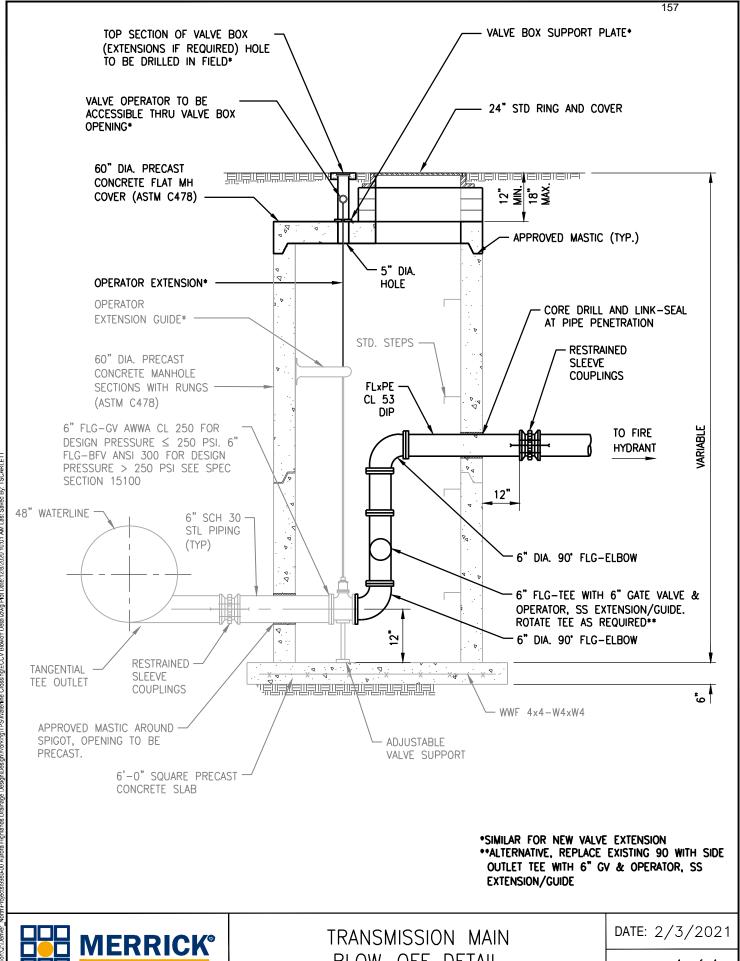
Solutions

COVER SHEET





# Exhibit D



BLOW-OFF DETAIL

1 of 1 SHEET:

# Exhibit E

- CONTRACTOR TO SUBMIT TWO WEEKS BEFORE BEGINNING WORK A DETAILED CONSTRUCTION SEQUENCE. SUBMIT FLOW FILL SPECIFICATION WITH SEQUENCE.
- CONTRACTOR TO EXCAVATE BEDDING FROM BOTH SIDES ALONG PIPE AT STATIONS INDICATED. EXCAVATION
  TO REMOVE EXISTING PIPE BEDDING TO INVERT OF EXISTING PIPE. MAXIMUM TRENCH WIDTH TO BE 1-FOOT
  EPOM EDGE OF EXISTING PIPE.
- INSPECT AND REPAIR DAMAGE CAUSED BY CONTRACTOR TO 48-INCH PIPE EXTERIOR COATING. CONTACT ECCV IF DAMAGED FOR COATING REPAIR SPECIFICATIONS.
- 5. INSTALL FLOW FILL TO 6-INCHES ABOVE TOP OF PIPE.
- 6. TEST PIPELINE FOR CATHODIC PROTECTION CONTINUITY. INSTALL BACKFILL 12" ABOVE TOP OF PIPE.
- INSTALL FINAL BACKFILL TO GRADES AND COMPACTION INDICTED IN PROJECT SPECIFICATIONS.
   SUBMIT DRAFT PDF OF RECORD DRAWINGS FOR REVIEW SHOWING LIMITS OF NEW BEDDING AND OTHER
- CHANGES DURING CONSTRUCTION.

  9. SUBMIT FINAL COPY OF RECORD DRAWINGS AFTER APPROVAL.
  - 12" ABOVE TOP OF PIPE.
  - 7. INSTALL FINAL BACKFILL TO GRADES AND COMPACTION INDICTED IN PROJECT SPECIFICATIONS
  - 8. SUBMIT DRAFT PDF OF RECORD DRAWINGS FOR REVIEW SHOWING LIMITS OF
  - NEW BEDDING AND OTHER CHANGES DURING CONSTRUCTION.

    9. SUBMIT FINAL COPY OF RECORD DRAWINGS AFTER APPROVAL.

#### SECTION 03305

#### CAST-IN-PLACE CONCRETE FOR PIPELINES

#### PART 1 GENERAL

#### 1.1 SUMMARY

A. SECTION INCLUDES CAST-IN-PLACE CONCRETE FOR MANHOLE BASES AND BENCHES, KICKBLOCKS, PIPELINE ENCASEMENTS AND FLOW FILL OR FLOWABLE CONCRETE BACKFILL.

#### 1.2 REFERENCES

- A. AMERICAN CONCRETE INSTITUTE:
  - 1. ACI 301 SPECIFICATIONS FOR STRUCTURAL CONCRETE.
  - 2. ACI 305 HOT WEATHER CONCRETING.
  - 3. ACI 306.1 STANDARD SPECIFICATION FOR COLD WEATHER CONCRETING
  - 4. ACI 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
- B. AMERICAN SOCIETY FOR TESTING AND MATERIALS:
  - 1. ASTM A185 STANDARD SPECIFICATION FOR STEEL WELDED WIRE FABRIC, PLAIN, FOR CONCRETE REINFORCEMENT
  - 2. ASTM A615 STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT.
  - 3. ASTM C31 STANDARD PRACTICE FOR MAKING AND CURING CONCRETE TEST SPECIMENS IN THE FIELD.
  - 4. ASTM C33 STANDARD SPECIFICATION FOR CONCRETE AGGREGATES.
  - 5. ASTM C39 STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF
  - CYLINDRICAL CONCRETE SPECIMENS.

    6. ASTM C42 STANDARD TEST METHOD FOR OBTAINING AND TESTING DRILLED
  - CORES AND SAWED BEAMS OF CONCRETE.

    7. ASTM C94 STANDARD SPECIFICATION FOR READY-MIXED CONCRETE.
  - 8. ASTM C143 STANDARD TEST METHOD FOR SLUMP OF HYDRAULIC CEMENT
  - CONCRETE.

    9. ASTM C150 STANDARD SPECIFICATION FOR PORTLAND CEMENT.
  - 10. ASTM C260 STANDARD SPECIFICATION FOR AIR-ENTRAINING ADMIXTURES FOR CONCRETE.
  - 11. ASTM C295 STANDARD GUIDE FOR PETROGRAPHIC EXAMINATION OF AGGREGATES FOR CONCRETE.

- 12. ASTM C494 STANDARD SPECIFICATION FOR CHEMICAL ADMIXTURES FOR CONCRETE.
- 13. ASTM C618 STANDARD SPECIFICATION FOR COAL FLY ASH AND RAW OR CALCINED NATURAL POZZOLAN FOR USE AS A MINERAL ADMIXTURE IN PORTLAND CEMENT CONCRETE.
- 14. ASTM D4832 STANDARD TEST METHOD FOR PREPARATION AND TESTING OF CONTROLLED LOW STRENGTH MATERIAL (CLSM) TEST CYLINDERS.

#### 1.3 SUBMITTALS

- A. COORDINATE WITH ECCV REGARDING REQUIREMENTS FOR SUBMITTALS.
- B. PRODUCT DATA: SUBMIT DATA ON CONCRETE MIX DESIGN IN ACCORDANCE WITH ACI 301 A MINIMUM OF 10 DAYS PRIOR TO STARTING CONCRETE WORK.
- C. PRODUCT DATA: SUBMIT DATA ON CLSM MIX DESIGN A MINIMUM OF 10 DAYS PRIOR TO STARTING CONCRETE WORK.

#### 1.4 QUALITY ASSURANCE

- A. PERFORM WORK IN ACCORDANCE WITH ACI 301.
- B. ACQUIRE CEMENT AND AGGREGATE FROM ONE SOURCE FOR WORK.
- C. CONFORM TO ACI 305 WHEN CONCRETING DURING HOT WEATHER.
- D. CONFORM TO ACI 306.1 WHEN CONCRETING DURING COLD WEATHER.

#### PART 2 PRODUCTS

#### 2.1 CONCRETE MATERIALS

#### CEMENT

1. ALL CEMENT USED SHALL BE TYPE II PORTLAND CEMENT CONFORMING TO THE REQUIREMENTS OF ASTM C150.

#### B. AGGREGATES

- FINE AGGREGATES: FINE AGGREGATES SHALL CONSIST OF NATURAL SAND OR A BLEND OF NATURAL SAND AND CRUSHED SAND PROVIDED THE QUANTITY OF CRUSHED SAND IS NOT MORE THAN 50% OF THE TOTAL SAND BY DRY WEIGHT.
- 2. COARSE AGGREGATES: COARSE AGGREGATES SHALL CONSIST OF GRAVEL OR CRUSHED STONE AND SHALL CONFORM TO THE GRADING AND QUALITY REQUIREMENTS OF ASTM C33 FOR SIZE NO. 467, NO. 57, OR NO. 67. NOMINAL MAXIMUM SIZE OF COARSE AGGREGATE SHALL COMPLY WITH ACI 318.
- 3. IF THE AGGREGATES USED ARE KNOWN TO BE REACTIVE WITH HIGH ALKALI CEMENT, AS DETERMINED BY ASTM C295, OR IF THE REACTIVITY OF THE AGGREGATE IS NOT KNOWN, THE USE OF LOW ALKALI CEMENT IS REQUIRED TO ASSURE ADEQUATE PROTECTION FROM ALKALI AGGREGATE REACTION.

#### C. WATER

. THE BATCH MIXING WATER AND MIXER WASHOUT WATER SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94.

#### 2.2 ADMIXTURES

#### A. AIR ENTRAINMENT

1. AN AIR-ENTRAINING AGENT SHALL BE USED IN ALL CONCRETE. THE AGENT USED SHALL BE IN ACCORDANCE WITH ASTM C260 AND SHALL BE ADDED TO THE BATCH IN ACCORDANCE WITH ASTM C94.

## B. CHEMICAL

 CHEMICAL ADMIXTURES THAT DO NOT CONTAIN CALCIUM CHLORIDE AND THAT CONFORM TO ASTM C494 FOR CONCRETE MAY BE USED. ALL CHEMICAL ADMIXTURES SHALL BE COMPATIBLE WITH THE CEMENT AND ALL OTHER ADMIXTURES IN THE BATCH.

# C. FLY ASH

1. FLY ASH MAY BE USED IN THE CONCRETE MIXES. ADDITIONS TO THE MIX WILL BE ON A CEMENT SUBSTITUTION BASIS. THE FLY ASH SHALL CONFORM TO ASTM C618. FLY ASH CONTENT SHALL NOT EXCEED 20% BY WEIGHT.

#### 2.3 CONCRETE PROPORTIONS

# A. CLASS A CONCRETE (4,000 PSI)

- 1. CLASS A CONCRETE SHALL BE MOLDED AND CURED IN COMPLIANCE WITH ASTM C31
- 2. CLASS A CONCRETE SHALL BE USED FOR STRUCTURAL CONCRETE INCLUDING
- MANHOLE BASES AND INVERTS, AND PIPELINE ENCASEMENTS.

  3. CLASS A CONCRETE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

# UNIT MEASUREMENT COMPRESSIVE STRENGTH (28 DAY) 4,000 PSI WATER/CEMENT RATIO 0.50 BY WEIGHT (MAXIMUM) AIR ENTRAINED 4 TO 7 PERCENT SLUMP - 2 INCHES (MINIMUM) 4 INCHES (MAXIMUM)

#### B. CLASS B CONCRETE (2,500 PSI)

- 1. CLASS B CONCRETE SHALL BE MOLDED AND CURED IN COMPLIANCE WITH
- 2 CLASS B CONCRETE SHALL BE USED EVOLUSIVELY FOR KICKRI OCKS
- CLASS B CONCRETE SHALL BE USED EXCLUSIVELY FOR KICKBLOCKS.
   CLASS B CONCRETE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

<u>UNIT</u> <u>MEASUREMENT</u>

COMPRESSIVE STRENGTH (28 DAY) 2,500 PSI
WATER/CEMENT RATIO 0.63 BY WEIGHT (MAXIMUM)
AIR ENTRAINED 4 TO 7 PERCENT
SLUMP - 2INCHES (MINIMUM)

# C. FLOW FILL- (LOW STRENGTH CONCRETE)

- FLOW FILL OR FLOWABLE CONCRETE BACKFILL, SHALL BE MOLDED AND CURED IN COMPLIANCE WITH ASTM D4832.
- FLOW FILL SHALL BE USED IN ACCORDANCE WITH SECTION 02320 TRENCHING, BEDDING AND BACKFILL AND USED AS BEDDING AND / OR BACKFILL ONLY AS DIRECTED BY THE ENGINEER.

4 INCHES (MAXIMUM)

3. FLOW FILL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

<u>UNIT</u>	MEASUREMENT
COMPRESSIVE STRENG	TH (28 DAY) 100 PSI (MINIMUM)
	200PSI (MAXIMUM)
AIR ENTRAINED	5 PERCENT
SLUMP -	6 INCHES (MINIMUM)
	8 INCHES (MAXIMUM)

#### D. CONCRETE REINFORCEMENT

- 1. ALL DEFORMED REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE
- 2. ALL WELDED STEEL WIRE FABRIC SHALL CONFORM TO ASTM A185 EXCEPT THAT THE WELD SHEAR STRENGTH REQUIREMENT SHALL BE EXTENDED TO INCLUDE A WIRE SIZE DIFFERENTIAL UP TO AND INCLUDING SIX GAGES.

# PART 3 EXECUTION

# 3.1 PREPARATION

A. ALL EQUIPMENT USED IN MIXING AND TRANSPORTING CONCRETE SHALL BE CLEAN. ALL DEBRIS, WATER OR ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE.

#### 3.2 FORMWORK

#### A. CONCRETE STRUCTURES

- 1. FORMS SHALL PRODUCE SHAPES, LINES AND DIMENSIONS OF THE CONCRETE STRUCTURES AS SHOWN ON THE DRAWINGS
- FORMS SHALL BE MADE OF WOOD, METAL OR OTHER ACCEPTABLE MATERIAL.
  THE FORMS SHALL PRODUCE A SMOOTH CONCRETE FINISH TO THE
  TOLERANCES DESCRIBED IN ACI 301.
- 3. FORMS SHALL BE MORTAR TIGHT AND BRACED OR TIED TO MAINTAIN ITS PROPER POSITION AND SHAPE DURING AND AFTER CONCRETE PLACEMENT. EMBEDDED METAL TIES WITH SNAP-OFF ENDS SHALL BE USED FOR INTERNAL FORM TIES. ORDINARY WIRE TIES WILL NOT BE ALLOWED.
- 4. THE ENGINEER, PRIOR TO POURING CONCRETE, SHALL REVIEW FORMS.
- 5. FORMS SHALL BE REMOVED IN A MANNER THAT WILL INSURE THE INTEGRITY OF THE STRUCTURE AND ITS SURFACES.

#### B. KICKBLOCKS

- ALL FORMING FOR CONCRETE KICKBLOCKS AND ANCHORS WILL BE DONE BY BULK HEADING AROUND THE SHAPE OF THE KICKBLOCK OR ANCHOR WITH WOOD, BURLAP, OR REINFORCED PAPER SACKS FILLED WITH SAND OR EARTH.
- 2. WOOD FORMS SHALL BE REMOVED BEFORE BACKFILLING.

#### 3.3 PLACING CONCRETE

- A. PLACE CONCRETE IN ACCORDANCE WITH ACI 301.
- B. NOTIFY ENGINEER MINIMUM 24 HOURS PRIOR TO COMMENCEMENT OF CONCRETE OPERATIONS.
- C. ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS AND FORMED JOINTS ARE NOT DISTURBED DURING CONCRETE PLACEMENT.

# D. KICKBLOCKS

- KICKBLOCKS SHALL BEAR AGAINST UNDISTURBED EARTH. WHEN IT IS IMPOSSIBLE, THROUGH OVER EXCAVATION OR OTHER CAUSE, TO POUR A KICKBLOCK AGAINST UNDISTURBED EARTH, HARNESS RODS SHALL BE REQUIRED TO ANCHOR THE FITTINGS TO THE MAIN.
- 2. MINIMUM BEARING SURFACE AREA SHALL BE AS SHOWN ON THE DRAWINGS.
- 3. A BOND BREAKER SHALL BE PLACED BETWEEN THE PIPE AND THE KICK BLOCK TO AID IN EASE OF FUTURE REMOVAL.
- 4. NEWLY PLACED CONCRETE SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 24 HOURS PRIOR TO BACKFILL AND COMPACTION.
- E. MAINTAIN RECORDS OF CONCRETE PLACEMENT. RECORD DATE, LOCATION, QUANTITY, AIR TEMPERATURE, AND SAMPLES TAKEN.

#### 3.4 CONCRETE FINISHING

A. CONCRETE SURFACE FINISHING FOR MANHOLE BENCHES SHALL BE A BRUSHED NON-SKID SURFACE IN ACCORDANCE WITH ACI 301.

## 3.5 CURING AND PROTECTION

- A. IMMEDIATELY AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY.
- B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

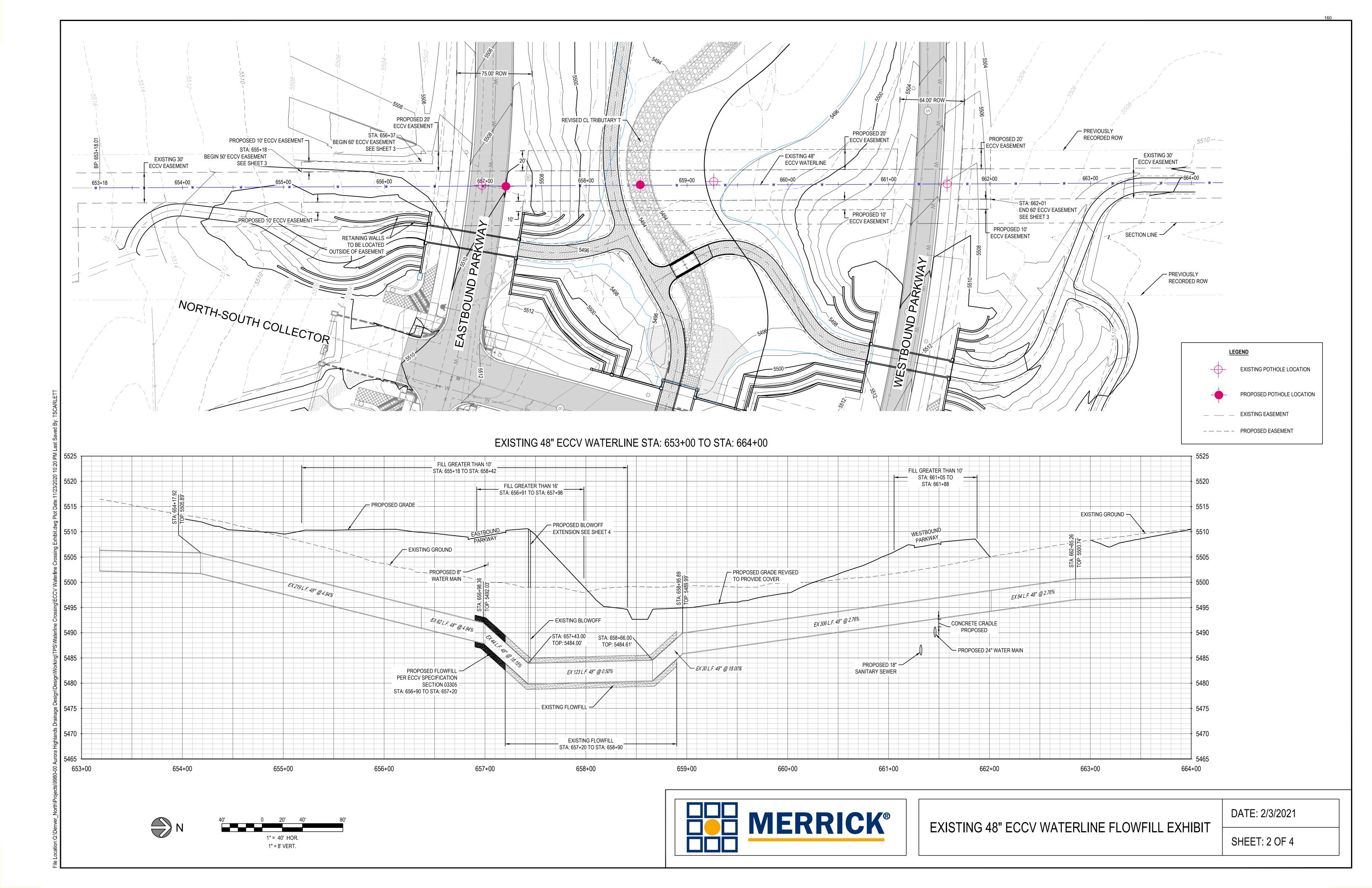
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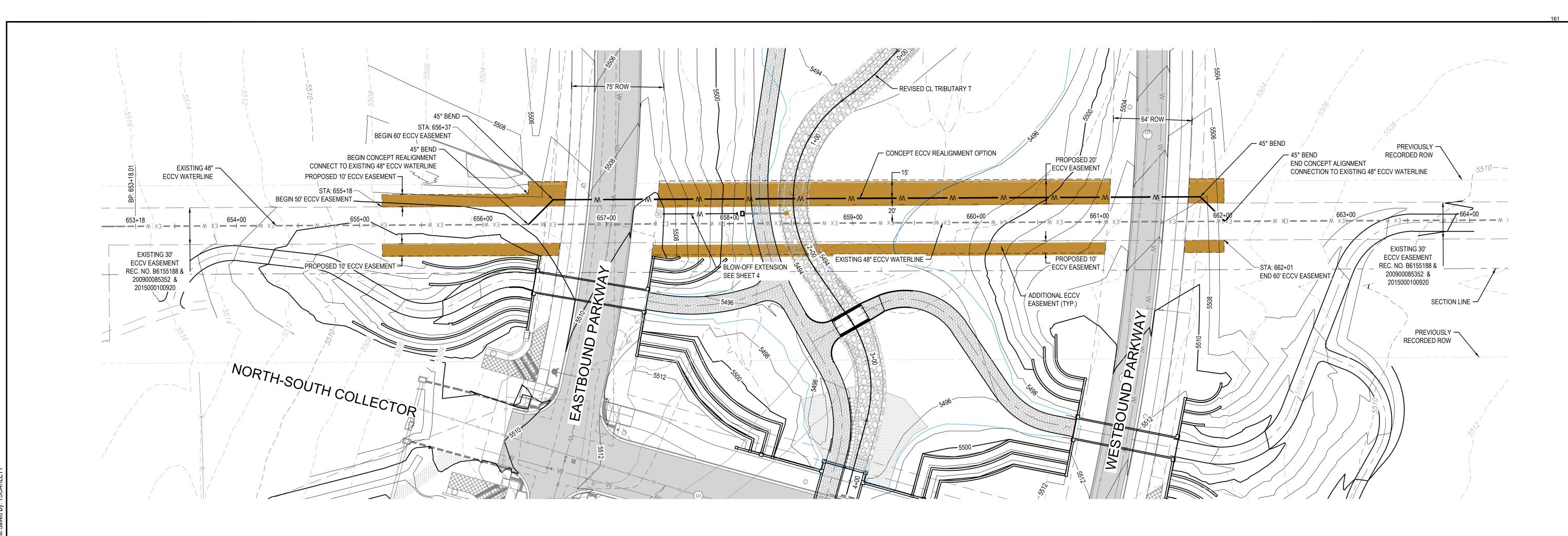


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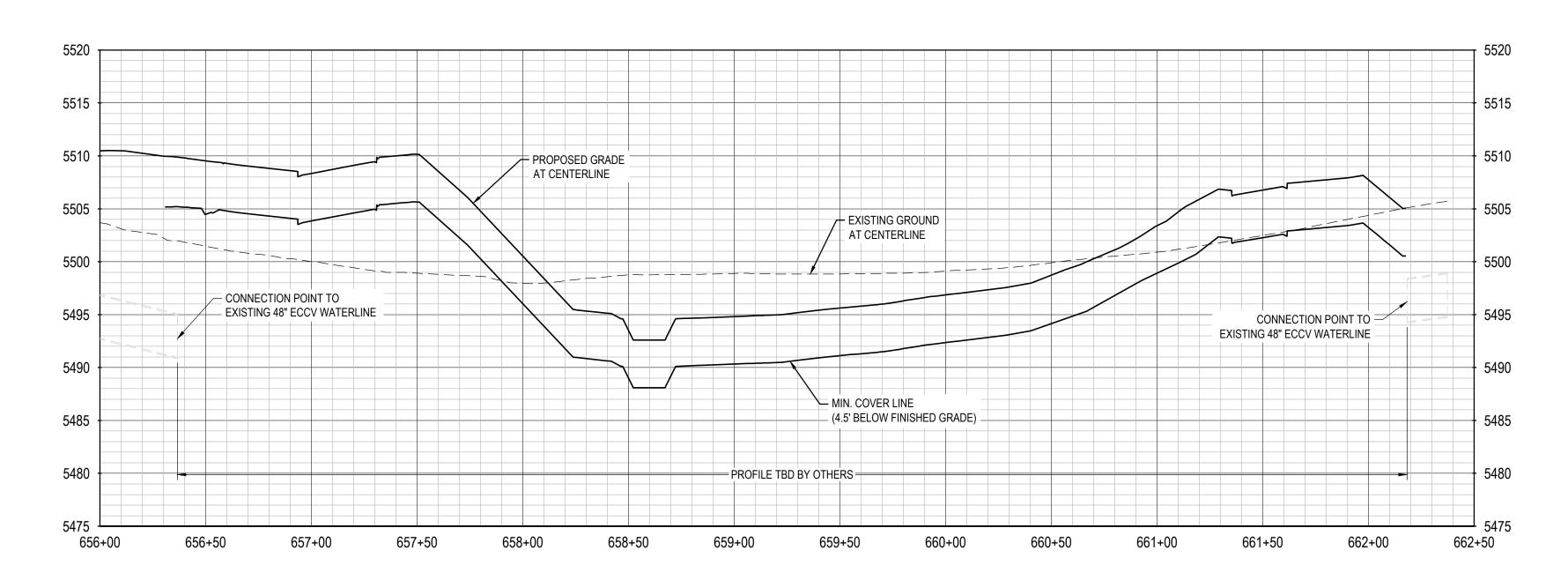




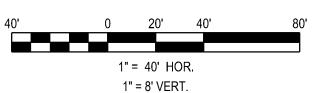
# CONCEPT REALIGNMENT - PLAN AND PROFILE

## NOTES:

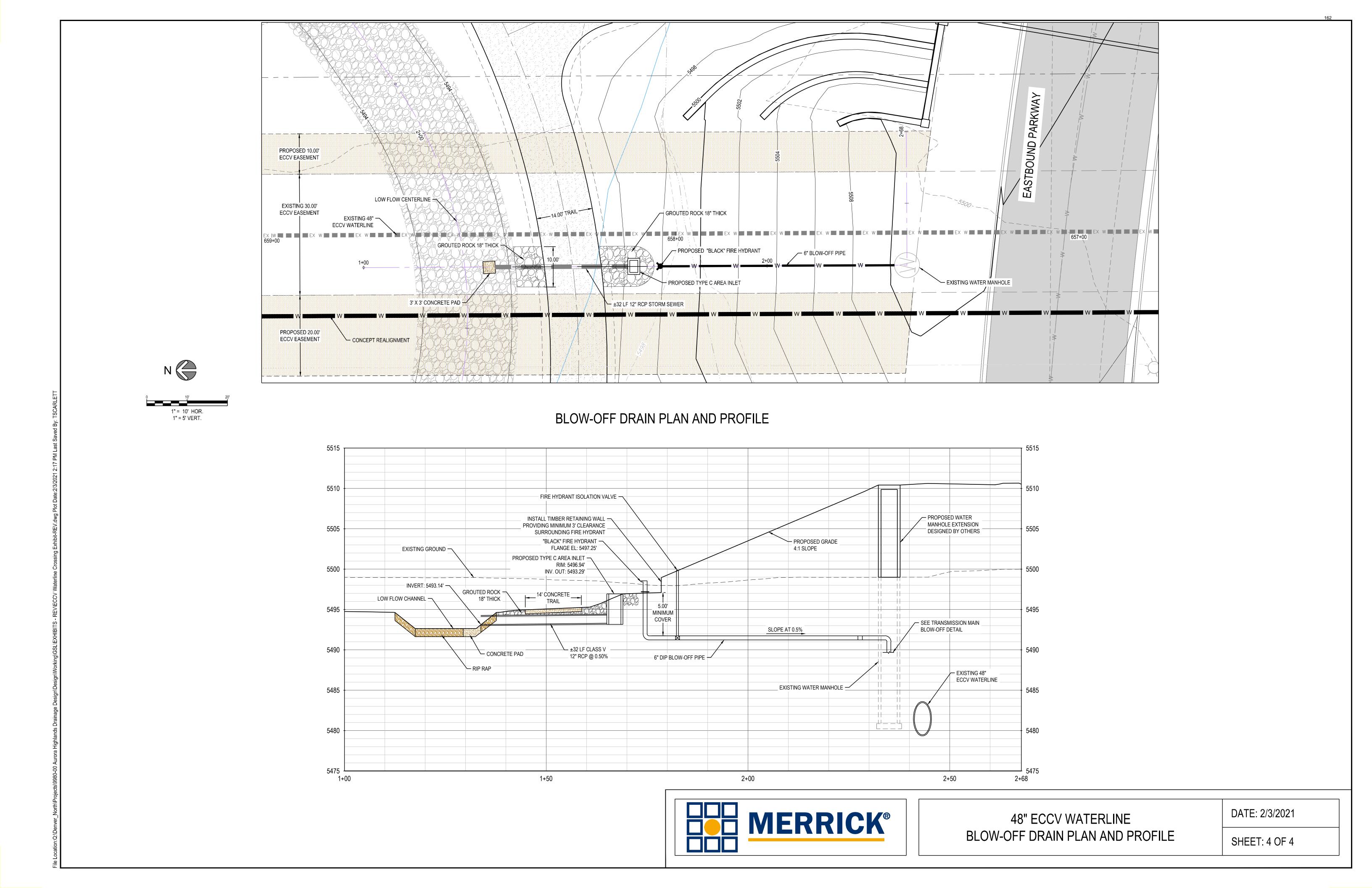
- 1. PROPOSED ADDITIONAL ECCV EASEMENT BASED ON CONCEPT REALIGNMENT AND EXCAVATION RELATED TO CONSTRUCTION.
- 2. IF REPLACEMENT OF EXISTING 48" ECCV WATERLINE IS REQUIRED IN THE FUTURE, 48" WATERLINE TO BE REALIGNED CLOSELY TO CONCEPT ALIGNMENT.
- 3. CONCEPT REALIGNMENT TO BE DESIGNED AND FINALIZED BY OTHERS.











# Exhibit F

PREPARED FOR

AEROTROPOLIS AREA COORDINATING

METROPOLITAN DISTRICT

PREPARED BY

# AECOM

PROJECT
AREA
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DESTRICT
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Comments from ECCV 9-2-2021

OWNER CONTACT LIST		
OWNER:	CHERRY CREEK VALLEY WATER AND SANITATION (ECCV) CHRIS DOUGLAS	(303) 693-3800
ONWNER'S REPRESENTATIVE:	KENNEDY JENKS CONSULTANTS, INC PAUL GOLDFAIN, PE	(303) 985-3636

SHEET INDEX			
NO	SHEET TITLE		
01	COVER SHEET		
02	GENERAL NOTES		
03	PLAN AND PROFILE		
04	DETAIL 1 OF 5		
05	DETAIL 2 OF 5		
06	DETAIL 3 OF 5		
07	DETAIL 4 OF 5		
08	DETAIL 5 OF 5		

PROJE

ECCV WATERLINE BYPASS DESIGN

CLIENT

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

141 Union Blvd, Suite 150 Lakewood, Colorado 80228

CONSULTANT

**AECOM**7595 Technology Way, Suite 200
Denver, Colorado 80237
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www.aecom.com

REGISTRATION

ISSUE/REVISION

A 2021/08/11 ISSUE FOR 90% REVIEW
I/R DATE DESCRIPTION

PROJECT NUMBER

60640409

SHEET TITLE

**COVER SHEET** 

SHEET NUMBER

01



ived by: CARLOS.CORONA(2021-08-13) Last Plotted: 2021-08-13 ne: C:\PWWORKING\AECOM DS21 NA 2020\D0149008\ECCV WL C

## GENERAL NOTES FOR WATER SYSTEM PLANS - ECCVW&SD

- ALL WATER LINES AND SYSTEM PLANS AND CONSTRUCTION SHALL CONFORM WITH THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT (THE DISTRICT) SPECIFICATIONS AND SHALL BE SUBJECT TO CONSTRUCTION OBSERVATION BY DISTRICT PERSONNEL OR REPRESENTATIVES. COPIES OF THE DISTRICT TECHNICAL SPECIFICATIONS MAY BE OBTAINED FROM THE DISTRICT MANAGER. THE OWNER, HIS ENGINEER OR CONTRACTOR, SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE DISTRICT MANAGER AND DISTRICT ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ACCEPTED CONSTRUCTION PLANS REVIEWED AND SIGNED BY THE DISTRICT MANAGER AND DISTRICT ENGINEER. WILL BE DISTRIBUTED AT THE PRECONSTRUCTION MEETING. NO CONSTRUCTION WILL BE PERMITTED UNTIL ALL EASEMENTS ARE SIGNED AND RECORDED AND THE PRECONSTRUCTION MEETING HAS BEEN HELD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER, PHONE NUMBER: 303-534-6700, 48 HOURS PRIOR TO STARTING CONSTRUCTION.
- DISTANCE FOR WATER LINES IS THE HORIZONTAL DISTANCE BETWEEN CENTER OF FITTING TO CENTER OF VALVE. METER. ETC. THEREFORE. DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND FITTING DIMENSIONS.
- CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF PLANS APPROVED BY THE DISTRICT MANAGER AND THE DISTRICT ENGINEER.
- AS-BUILT DRAWINGS AS REQUIRED IN THE SPECIFICATIONS ARE TO BE SUBMITTED BY THE CONTRACTOR PRIOR TO PROBATIONARY ACCEPTANCE OF THE CONSTRUCTION.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION
- 7. THE CONTRACTOR IS RESPONSIBLE FOR:
- NOTIFYING THE DISTRICT 48 HOURS IN ADVANCE OF ANY NEED TO SHUT DOWN ANY PORTION OF THE EXISTING WATER SYSTEM
- 7.B. NOTIFYING THE DISTRICT 48 HOURS IN ADVANCE FOR OBSERVATIONS.
- IN CASE OF AN EMERGENCY AFTER WORKING HOURS, CALL THE DISTRICT OFFICE AT 693-3800 FOR RECORDED INSTRUCTIONS.
- PRIOR TO INSTALLATION OF WATER MAINS, ROAD CONSTRUCTION MUST HAVE PROGRESSED TO AT LEAST THE "SUBGRADE" STAGE. SUBGRADE IS DEFINED AS AN ELEVATION OF NO MORE THAN EIGHT INCHES BELOW THE FINISHED STREET GRADE. ALL VALVE BOXES AND FIRE HYDRANTS WILL BE ADJUSTED TO THE FINAL FINISHED GRADE BY THE CONTRACTOR.
- THE PIPE SPECIFIED BY THE OWNER OR ENGINEER FOR THE WATER LINE IN THE PROJECT SHALL CONFORM TO AWWA C200 WELDED STEEL PIPE STANDARDS AND AWWA M11 STEEL PIPE DESIGN. ALL WATER LINES SHALL HAVE A MINIMUM OF FOUR AND ONE-HALF (5) FEET OF COVER AND BEL ACTED A MINIMUM OF TEN (10) FEET FROM THE SANITARY SEWER, AND THREE (3) FEET FROM THE EDGE OF CONCRETE

Lining and coating of Steel pipe specifications?

- 10. PROBATIONARY ACCEPTANCE OF THE NEW WATER LINES IS CONTINGENT UPON RECEIVING COPIES OF
- 10.A. WATER LINE TRENCH COMPACTION TEST RESULTS,
- 10.B. RECORD DRAWINGS, AND
- 10.C. HEALTH DEPARTMENT TESTS (CHLORINE AND/OR CLEAR WATER AS REQUIRED)
- 11. THEORETICAL STATIC WATER PRESSURES ARE ESTIMATED TO BE 45 PSI AT USGS ELEVATION 5500 FT. BASED UPON HYDRAULIC GRADIENT OF USGS ELEVATION 5602 FEET. THE DISTRICT HAS PROVIDED ONLY THE HYDRAULIC GRADIENT ELEVATION. THIS HYDRAULIC GRADIENT, WHICH WAS PROVIDED AT THE TIME OF PLAN REVIEW, MAY CHANGE IN THE FUTURE AS OVERALL WATER SYSTEM OPERATIONS WARRANT.
- 12. ALL WATER LINE VALVES SHALL BE SET AT THE INTERSECTION OF THE EXTENDED PROPERTY LINE AND WATER LINE, EXCEPT WHERE THAT POINT FALLS IN THE FLOW LINE OF A CONCRETE CROSS PAN. IN THAT CASE, THE VALVE SHALL BE LOCATED SO THAT SURFACE DRAINAGE DOES NOT INFILTRATE THE VALVE BOX. VALVE BOXES SHALL BE SET AT AN ELEVATION IN ACCORDANCE WITH CITY/COUNTY PAVING REQUIREMENTS.
- 13. POLYETHYLENE WRAPPING SHALL BE INSTALLED AROUND ALL DUCTILE IRON PIPE. FITTINGS, VALVES, FIRE HYDRANT BARRELS, AND RODS AND CLAMPS. THE POLYETHYLENE SHALL HAVE A MINIMUM THICKNESS OF EIGHT (8) MILS.
- 14. ALL WATER LINES SHALL BE CHLORINATED IN ACCORDANCE WITH A.W.W.A. C-651, "DISINFECTING WATER MAINS." THE PREFERRED METHOD IS TO USE SUFFICIENT CHLORINE LIQUID TO PRODUCE A 50 mg/L SOLUTION IN PIPE. THE CHLORINATION OF THE WATER LINE SHALL BE PERFORMED PRIOR TO THE HYDROSTATIC TESTING

15. ALL WATER LINES SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH A.W.W.A. C-600 SECTION 4, "HYDROSTATIC TESTING." ALL WATER LINES SHALL BE TESTED TO A MINIMUM OF 187 PSI. THE TEST SHALL BE SCHEDULED BY THE DISTRICT AND COORDINATED WITH ANY OTHER REVIEWING OR APPROVING This note is in AGENCY. THE ALLOWABLE LEAKAGE RATES ARE AS FOLLOWS: conflict with

ALLOWABI	ALLOWABLE LEAKAGE PER HOUR		
PIPE SIZE (INCHES)	LEAKAGE PER 1000 FEET OF PIPE (GALLONS)		
4	0.33		
6	0.50		
8	0.66		
12	0.99		
16	1.32		
20	1.66		
48	3.38		

- 16. EXISTING VALVES IN THE DISTRICT MAY ONLY BE OPERATED BY DISTRICT PERSONNEL.
- 17. THE DISTRICT, ITS REPRESENTATIVE AND/OR THE DISTRICT ENGINEER, IS NOT A GUARANTOR OF THE CONSTRUCTING CONTRACTOR'S OBLIGATIONS AND PERFORMANCE OF CONTRACT.
- 18. IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH THE DISTRICT DUE TO CHANGED CONDITIONS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE OPINION OF THE DISTRICT, PROPOSED ALTERATIONS TO THE SIGNED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE DISTRICT FOR REVIEW PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
- 19. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER THE ENGINEER, OR THE COUNTY.
- 20. THE OWNER IS RESPONSIBLE FOR Owner in this CIATED WITH PLAN REVIEW AND scenario? CONSTRUCTION OBSERVATION.
- 21. OBSERVATIONS OF WORK IN PROGRESS AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE DISTRICT OR DISTRICT ENGINEER OF THE CONTRACTOR'S CONTRACTUAL COMMITMENT.
- 22. THE DISTRICT AND/OR DISTRICT ENGINEER IS NOT RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO.
- 23. THE DISTRICT AND/OR DISTRICT ENGINEER EXERCISES NO CONTROL OF THE SAFETY OR ADEQUACY OF THE EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR ANY OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME.
- 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED. PIPED. REMOVED. AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION
- 25. THE CONSTRUCTOR SHALL PROVIDE THE REQUIRED INSURANCE CERTIFICATES TO THE DISTRICT BEFORE BEGINNING CONSTRUCTION. PUMPED, PIPED, REMOVED, AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION.
- 26. THE CONSTRUCTOR SHALL PROVIDE THE REQUIRED INSURANCE CERTIFICATES TO THE DISTRICT BEFORE BEGINNING CONSTRUCTION.
- 27. THE CONTRACTOR SHALL NOTIFY ECCV OF THE CONSTRUCTION SCHEDULE AND PROVIDE A TWO WEEK NOTIFICATION FOR PIPELINE TESTING, EXISTING CONDUIT SHUTDOWN AND RECONNECTION, FOLLOWED BY CATHODIC PROTECTION TESTING AFTER THE IMPRESSED CURRENT SYSTEM IS RECONNECTED.

REPLACE NOTE 27 IN ITS ENTIRETY WITH THE FOLOWING: Any work or shut down on the District's Northern Water Line is restricted to the window between mid-January to the end of February. The contractor shall provide a proposed schedule to the District for review at least four weeks prior to work

MIN STEEL REQUIREMENT FOR EXTERNAL LOAD <sup>3</sup> (IN)				
DEPTH OF COVER <sup>2</sup>	48-INCH DIAMETER			
(FT)	AWWA C200 STEEL WALL (IN)	AWWA C151 DIP PRES. CLASS		
0-10	0.215	150		
>10-15	0.215	250		
>15-20	0.215	350		

#### PIPELINE NOTES:

Pipeline Note #

- 1. CONNECTION AT WALLS OF STRUCTURES SHALL HAVE HARNESSED DOUBLE SLEEVE COUPLINGS (DETAIL B/CD-2), UNLESS OTHERWISE NOTED.
- 2. STEEL PIPE WALL THICKNESS ARE BASED ON MINIMUM YIELD STRENGTH OF 42 KSI AND ARE TO BE CONSIDERED ABSOLUTE MINIMUM (NOT NOMINAL). TOLERANCES SPECIFIED AN AWWA C-200 SHOULD BE CONSIDERED ADDITIVE TO THESE MINIMUM VALUES. LOWER YIELD STRENGTHS REQUIRE THICKER PIPE WALLS. SEE SPECIFICATIONS SECTION 02617.
- DEPTH OF COVER IS DEFINED AS VERTICAL HEIGHT OF SOIL COLUMN FROM TOP OF PIPE TO FINAL SURFACE GRADE
- MINIMUM PIPE WALL THICKNESS SHALL BE THE GREATER OF THE INDICATED VALUE IN THE PRESSURE CLASSIFICATION SCHEDULE FOR A GIVEN STATION OR THE VALUE INDICATED IN THE TABLE ON MINIMUM WALL THICKNESS/ PRESSURE OR SPECIAL THICKNESS CLASS OR DIMENSION RATIO FOR EXTERNAL LOAD. THICKNESS FOR EXTERNAL LOAD WILL APPLY FOR THE RANGE INDICATED WITHOUT INTERPOLATION. FINAL THICKNESS PRESSURE CLASS OR DIMESION RATIO AT SPECIFIC LOCATIONS WILL BE DETERMINED BY THE ENGINEER DURING SHOP DRAWING REVIEW.
- 5. CONDITIONS NOT ADDRESSED IN EITHER WALL THICKNESS, PRESSURE CLASS, OR DIMENSION RATIO TABLES WELL BE RESOLVED BY SPECIAL DESIGN WITH APPROVAL OF THE ENGINEER.
- 6. FOR TRENCH CONSTRUCTION AND FILL MATERIALS, SEE DETAILS TBD TBD.
- 7. STEEL PIPE JOINT REQUIREMENTS ARE SHOWN ON SHEET TBD. REFER TO SPECIFICATIONS FOR DUCTILE IRON JOINT SYSTEMS. RESTRAINT REQUIREMENTS ARE SHOWN ON SHEET TBDTBD.
- CONTRACTOR MAY SUBSTITUTE DIP CALLS 350 PIPE IN LIEU OF STEEL FOR BLOW OFFS AND MISCELLANEOUS PIPING. PIPE SHALL BE FULLY RESTRAINED, CEMENT MORTAR LINED, DOUBLE THICKNESS, SUBMIT TO ENGINEER APPROVAL.
- 9. FLANGES TO MATCH AWWA C207 D, E, AND F, AS REQUIRED.
- 10. FULLY PENETRATING BUTT WELD (SINGLE 'V' GROOVE) JOINTS REQUIRED FOR ALL STEEL PIPE GREATER THAN OR EQUAL TO 0.625 (5/8) INCH WALL THICKNESS AND FOR ALL STEEL CASING PIPE.
- UNLESS SPECIFICALLY NOTED OTHERWISE, TEST PRESSURES SHALL BE 125 PERCENT OF INDICATED OPERATING / DESIGN PRESSURE. TEST PRESSURE APPLIES AT LOWEST PROFILE ELEVATION BETWEEN STATIONS INDICATED.
- 12. VALVES FURNISHED FOR THIS PROJECT ARE CLASS 150B, 250 OR ANSI 300 AS SPECIFIED. PERFORMANCE TESTING FOR PRESSURES ABOVE 250 PSI SHALL BE COMPLETED WITH THE VALVE IN THE OPEN POSITION OR PRIOR TO VALVE INSTALLATION.
- 13. SHORT 25-FOOT MAXISMU JOINT LENGTHS WILL BE REQUIRED AT STREAM CROSSINGS, ALL OPEN CUT ROADWAY CROSSING, AND ALL OTHER LOCATIONS AS SPECIFIED IN THE JOINT SCHEDULE ON THIS SHEET. STATIONING IS APPROXIMATE AND DISCRETION MAY BE USED IN DEVELOPING SHOP DRAWINGS FOR ACTUAL JOINT LOCATIONS.
- 14. ALL TRANSMISSION PIPE SUPPLIED FOR THIS CONTRACT SHALL BE AWWA C200 STEEL PIPE OR AWWA C151 DUCTILE IRON PIPE (WITH COATINGS AND LININGS AS SPECIFIED). AT LOCATIONS SHOWN, PIPE WILL BE FULLY RESTRAINED WELLED LAP JOINTS, BUTT WELD JOINTS (PIPE BORES AND TUNNELS), OR LOCKING JOINT DIP. CONTROLLED TEMPERATURE WELS (CTW) WILL BE REQUIRED AT A SPACING OF 500-LF WHERE CONTINUOUS WELDED JOINTS ARE REQUIRED FOR PRESSURES GREATER THAN 250-PSI SPEE SPECIFICATION SECTION 02617 AND DIVISION 15.
- 15. PROVIDE DUAL RESTRAINED JOINT COUPLINGS ON EACH SIDE OF TUNNELS. DETAIL TBDTBD.
- 17. CONTRACTOR IS RESPONSIBLE FOR PROPER DIMENSION (INCLUDING BOL remove. SIZES AND SPACING). PRESSURE RATING, RESTRAINT AND SIZE COMPATIBILITY FOR ALL CONNECTIONS, ESPECIALLY AT VALVES.

16. MAINLINE ISOLATION VALVES TO MATCH PIPELINE DIAMETER.

APPURTENANCES AND DISSIMILAR MATERIALS AND/OR DIFFERENT SIZE OF

Are there specifications?

None on this

project that this

note applies to.

Remove note.

DIP is not acceptable

on this project for the

transmission line. DIP is acceptable for blow

off line. Revise note.

**Detail TBD?** 

Note not

equired,

CLIENT **AEROTROPOLIS AREA** COORDINATING

**ECCV WATERLINE** 

BYPASS DESIGN

**METROPOLITAN** 

141 Union Blvd, Suite 150 Lakewood, Colorado 80228

DISTRICT

#### **CONSULTANT**

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60640409

SHEET TITLE

**GENERAL NOTES** 

SHEET NUMBER

### CONSTRUCTION NOTES:

- 1. ECCV OPERATES AND CONTROLS ALL EXISTING VALVES.
- 2. ALL VALVES OPEN COUNTERCLOCKWISE RIGHT.
- 100-YR FLOODPLAIN = EL 5506.5 FT
   ECCV 48-INCH WATERLINE IS CATHODICALLY
- PROTECTED BY AN IMPRESSED CURRENT SYSTEM.
  THE SYSTEM SHALL BE DE-ENERGIZED DURING THE CONSTRUCTION PERIOD. (TYP)

#### **KEYED NOTES:**

- WHEN BYPASS LINE IS TESTED AND IN SERVICE, INSTALL BULKHEADS ON EXISTING PIPE AND FLOW FILL WITH
- VERIFY ALIGNMENT AND GRADE OF EXISTING PIPE, CONNECT TO EXISTING. SEE DETAIL 3 ON SHEET 06,
- VERIFY THE RESTRAINED LENGTH OF 50 LF ON THE EXISTING PIPE. (TYP EACH CONNECTION). IF NOT RESTRAINED, LOCATE THE FITTING AND PROVIDE RESTRAINT, WELDED JOINT. SEE DETAIL 3 ON SHEET 06.
- 4 REFER TO STEAM CROSSING SEE DETAIL 1 ON SHEET 04.
- 5 INSTALL TEMPORARY BULKHEAD FOR HYDROSTATIC TESTING. AFTER SUCCESSFUL TESTING REMOVE TEMPORARY BULKHEAD. CONTRACTOR TO FIELD VERIFY LOCATION. SEE DETAIL 4 ON SHEET 06.
- 6 INSTALL KICK BLOCK AND MARKER POST, SEE DETAIL 1 & 2 ON SHEET 06 (TYP). FOR DOUBLE LAP WELD ON ALL FITTINGS SEE DETAIL 1 ON SHEET 05.
- (7) ABANDON MANHOLE
  - REMOVE FRAME AND COVER FROM EXISTING MANHOLE. DELIVER THE CASTINGS TO ECCV WATER UTILITIES STORAGE YARD.
  - REMOVE PRECAST ADJUSTMENT RINGS OR BRICK AND MORTAR CORBEL AND CHIMNEY TO A DEPTH OF 4 FEET BELOW FINISHED GRADE.
- 3. ABANDON MANHOLE STRUCTURE BY FILLING WITH FLOWABLE FILL WITH BALLAST AS APPLICABLE, WITHIN THE DEPTH OF MANHOLE LEFT IN PLACE.
- 4. PLACE COMPACTED BACKFILL TO FINAL GRADE.
- 8 INSTALL MANWAY ACCESS, SEE DETAIL 1 ON SHEET 07
- 9 INSTALL LOW POINT BLOW OFF, SEE DETAIL 4 ON SHEET
- 10 INSTALL DRAINAGE FEATURE OF FH DISCHARGE, SEE DETAIL 2 ON SHEET 04 AND REFERENCE DRAWINGS 4 OF 4 TITLED "48" ECCV WATERLINE BLOWOFF DRAIN PLAN AND PROFILE.
- UPSTREAM (SOUTHERN) ISOLATION BFV AT APPROXIMATE STA 630.00; DOWNSTREAM (NORTHERN) BFV AT STA 695+19.
- EXISTING CATHODIC PROTECTION SYSTEM IS IMPRESSED CURRENT. LOCATE EXISTING TRACER WIRE AND CONNECT NEW TRACER WIRE IN TRACER WIRE BOX. INSTALL NEW TRACER WIRE ALONG NEW 48" RELOCATE PIPELINE. CONNECT AT BOTH ENDS. (TYP)

Include tests station at each end of the tie in.
And then a Test Station Detail to the plans.

# AECON

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ECCV WATERLINE BYPASS DESIGN

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PLAN AND PROFILE

SHEET NUMBER

03

by: CARLOS.CORONA(2021-08-11) Last Plotted: 2021-08-11 C:\PWWORKING\AECOM DS21 NA 2020\D0149008\ECCV WL PNP-1.DW(

654+00

656+00

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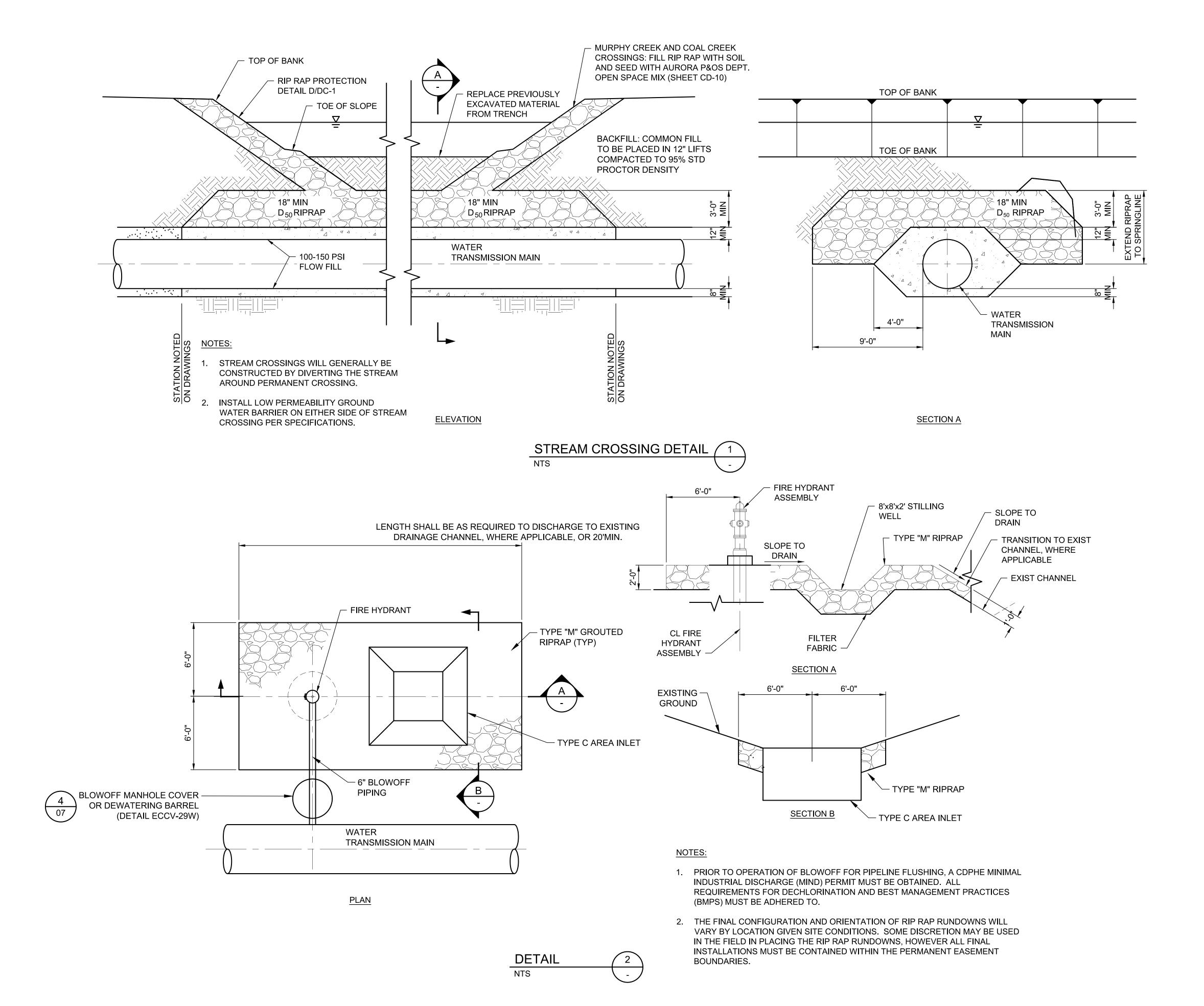
PROFILE 1

659+00

660+00

661+00

661+50



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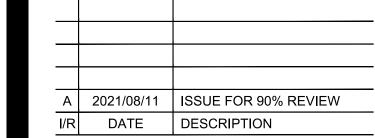
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PROJECT NUMBER

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SHEET TITLE

DETAILS 1 OF 5

SHEET NUMBER

ALTERNATE PROCEDURES REQUIRED FOR

PROJECT

ECCV WATERLINE BYPASS DESIGN

CLIENT

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

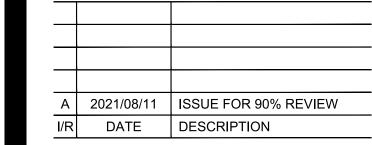
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SHEET TITLE

DETAILS 2 OF 5

SHEET NUMBER

DETAIL FOR LOWER VERTICAL BENDS

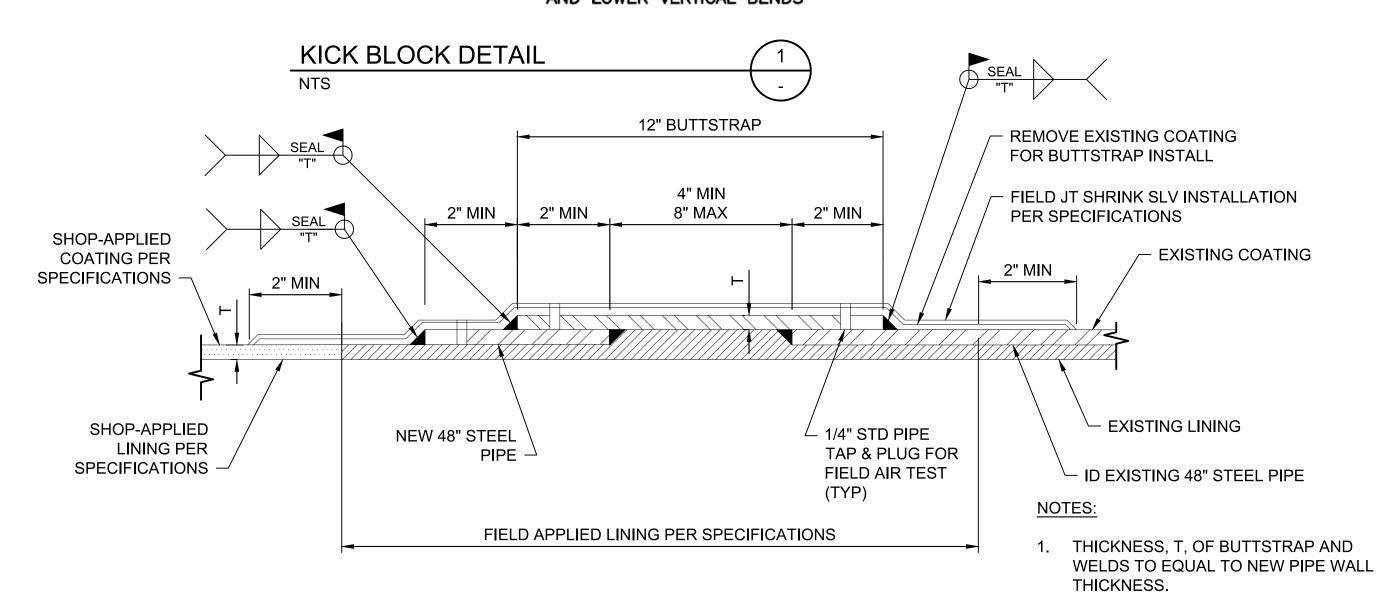
1. MAXIMUM TEST PRESURE = 1.25 X DESIGN PRESSURE

**ELEVATION** 

- 2. MINIMUM ALLOWABLE SOIL BEARING PRESSURE = 1000 PSF
- 3. BEARING AREA =  $A \times B$
- 4. C SHALL BE GREATER THAN A/2 AND B/2.
- 5. FOR FITTING ANGLES BETWEEN THE RANGES LISTED, USE THRUST BLOCKS/ RESTAINING LENGTHS FOR THE GREATER FITTING ANGLE.

THRUST BLOCKS FOR HORIZONTAL BENDS AND LOWER VERTICAL BENDS

SECTION B2-B2



CONNECTION TO EXISTING

PIPE JOINT

#### MINIMUM RESTRAINT LENGTH - FEET (NOT ALL MAY BE SHOWN ON PP DRAWINGS) DESIGN/ TEST PRESSURE (PSI) NOMINAL PIPE DIA (IN) VERTICAL DOWN BEND ANGLE (DEG) HORIZONTAL OR VERTICAL UP BEND ANGLE (DEG) END 30 40 10 20 30 40 50 60 70 80 90 10 20 12 10 18 22 27 32 38 21 33 44 92 32 39 57 81 168 24 12 18 25 68 39 60 48 150 204 30 22 30 38 57 72 98 47 68 81 24 48 14 25 237 36 16 54 65 78 93 56 84 115 42 19 28 38 49 61 74 88 105 31 63 96 130 269 299 48 20 97 70 107 145 42 54 22 72 105 77 159 328 34 46 59 88 125 38 117

#### NOTES:

- 1. WELDED JOINTS WILL BE REQUIRED AT ALL HORIZONTAL AND VERTICAL DEFLECTIONS GREATER THAN
- 2. MAINLINE ISOLATION VALVES, PLUGS, BLOCKS, AND TEES SHALL BE RESTRAINED AS REQUIRED FOR DEAD END THRUST.
- SINGLE LAP WELDS WILL BE ALLOWED FOR ALL DEAD END THRUST RESTRAINT, PROVIDING THAT NO DEFLECTIONS OCCUR WITHIN THE DEAD END RESTRAINING LENGTH. DEFLECTIONS WITHIN THE DEAD END RESTRAINING LENGTH SHALL BE CONSIDERED ADDITIVE.
- RESTRAINT AT HORIZONTAL AND VERTICAL DEFLECTIONS SHALL REQUIRE DUAL LAP WELDS AT THE FITTING AND THE FIRST JOINT 15-FEET BEYOND THE FITTING PI ON BOTH SIDES, IF WITHIN THE MINIMUM RESTRAINING LENGTH REQUIRED FOR THRUST RESTRAINT. SINGLE LAP WELDS WILL BE ALLOWED FOR THE BALANCE OF JOINTS WITHIN THE REQUIRED FITTING RESTRAINING LENGTH.
- RESTRAINT LENGTHS ARE FOR STEEL AND DUCTILE IRON PIPE. RESTRAINT LENGTHS ARE FOR ONE SIDE OF FITTING AND/OR VALVES.

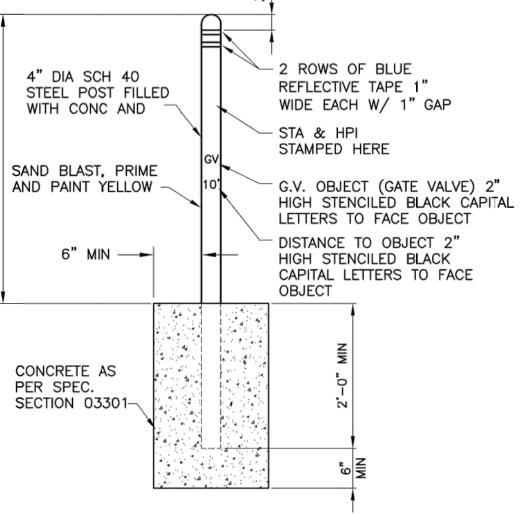
BEARING AREA REQUIREMENTS					
NOM. PIPE DIA IN.	DEAD END & TEES	90 DEGREE BEND	45 DEGREE BEND	22.5 DEGREE BEND	11.25 DEGRE BEND
8	12.03	17.01	9.21	4.69	2.36
48	379.02	536.01	290.09	147.89	74.30

2. BUTTSTRAP AROUND FULL

3. PROVIDE A SMOOTH GROUT

CIRCUMFERENCE OF PIPE JOINT.

TRANSITION BETWEEN PIPE ID'S.



- 1. SEE GENERAL NOTES AND SPECIFICATIONS FOR LOCATIONS
- 2. POST TO BE LOCATED DIRECTLY OVER CENTERLINE OF PIPE AT HPI OR VALVE

MARKER POST DETAIL NTS

— SEE NOTE 1

TAPERED

TRANSITIO

2:1 SEMI ELLIPSOIDAL OR

NOTES:

TORISPHERICAL TEST

HEAD (SEE NOTE 2)

SEE NOTE 1 —

1. PROVIDE 1" THREADED 300LB HALF

2. TEMPORARY TEST PLUG AND WELDS

FABRICATOR TO RESIST THE

SHALL BE DESIGNED BY THE PIPE

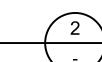
DESIGNATED TEST PRESSURE. WELD

**BULKHEAD TEST DETAIL** 

LOW POINT IN PIPELINE.

JOINTS FOR THRUST.

COUPLING, FACTORY INSTALLED ON STEEL PIPE WITH 1" THREADED SCH 40, HOT DIPPED GALVANIZED NIPPLE AND BRONZE BALL VALVE AT TOP OF PIPE WHERE PIPE END IS HIGH POINT OR AT BOTTOM OF PIPE WHERE PIPE END IS



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**ECCV WATERLINE** 

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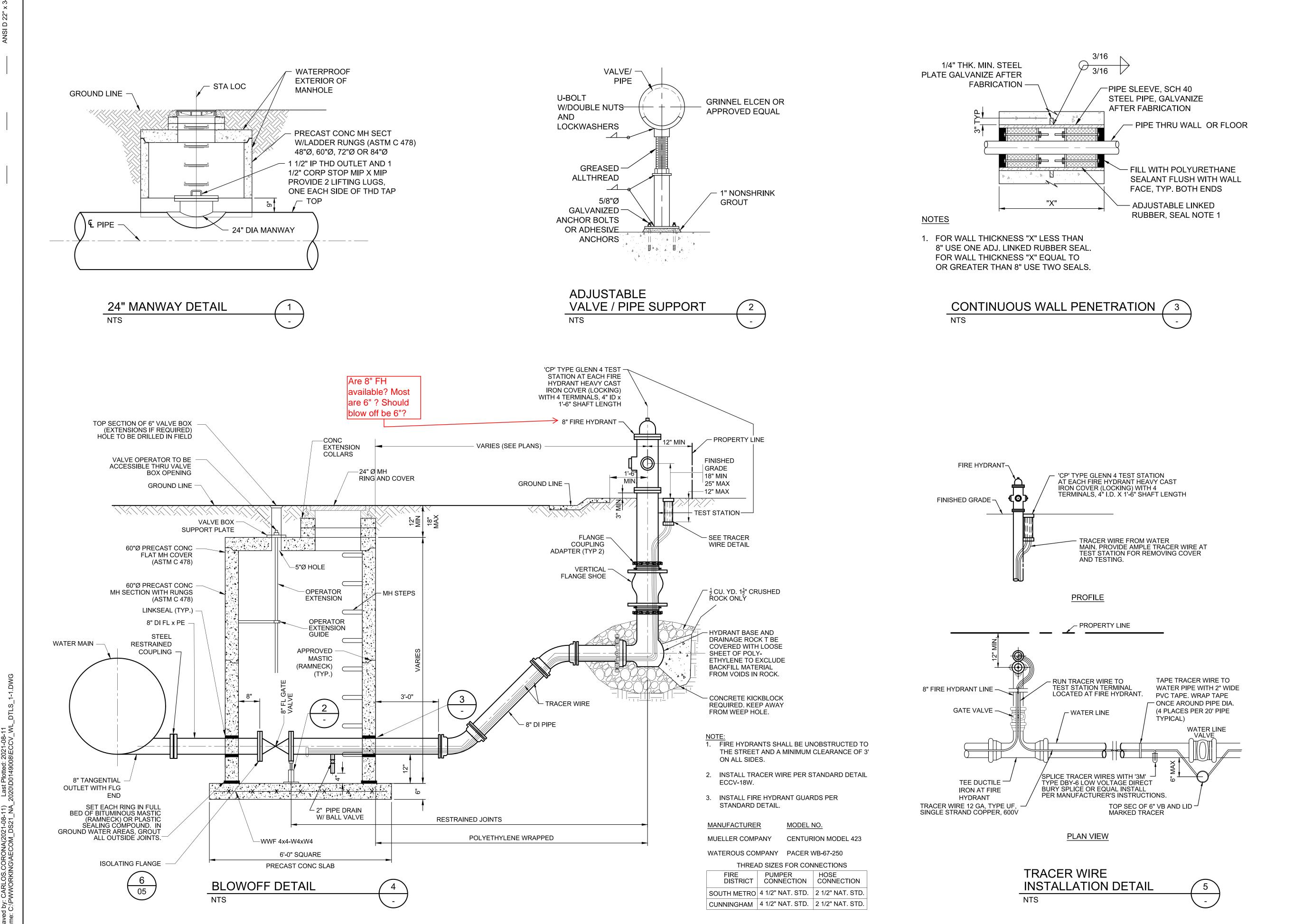
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DETAILS 3 OF 5

SHEET NUMBER

60640409

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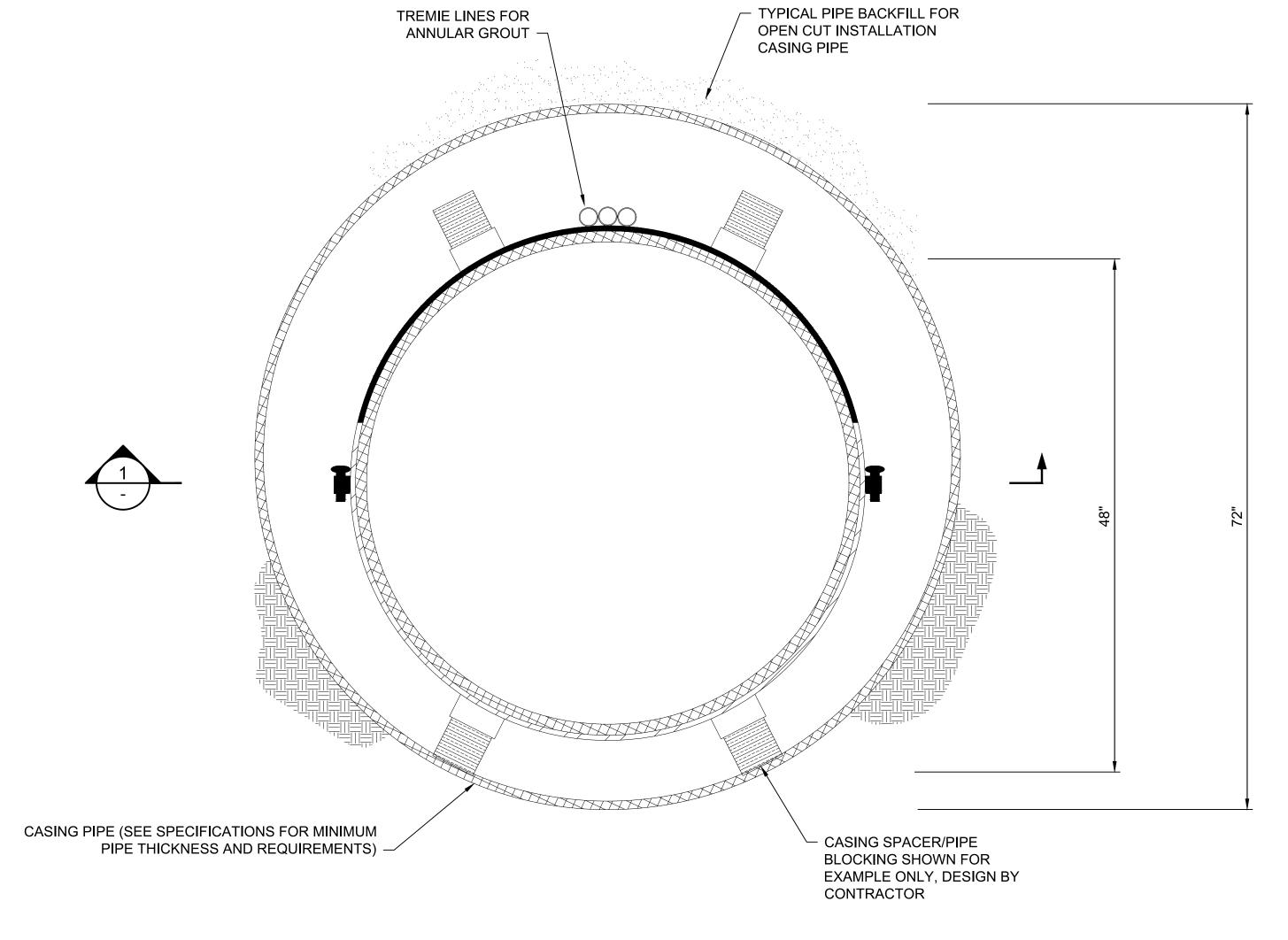
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DETAILS 4 OF 5

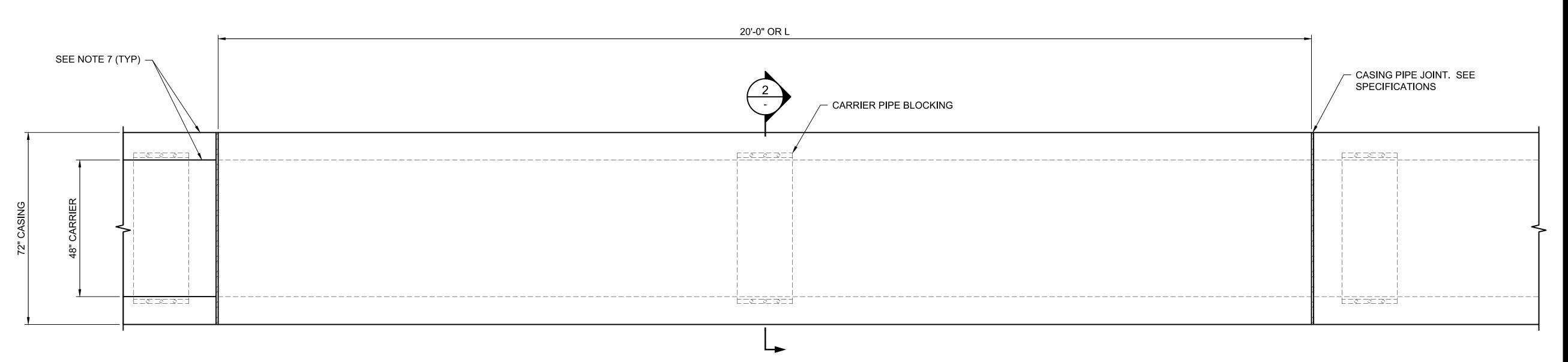
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- 1. CASING PIPE JOINTS SHALL BE EITHER WELDED OR LOCK JOINTS SUCH AS PERMALOK. GENERAL WELD NOTES ARE PROVIDED BELOW. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS.
- 2. PIPE SEGMENTS SHALL UTILIZE A COMBINATION OF SQUARE AND BEVELED ENDS.
- 3. A FULLY PENETRATING WELD SHALL BE USED TO CONNECT PIPE SEGMENTS.
- 4. ALL FULL PENETRATION WELDS SHALL BE CAPABLE OF RESISTING INSTALLATION LOADS AND SHALL BE COMPLETED PRIOR TO ALIGNMENT INSTALLATION.
- 5. BEVEL ANGLE AND WELD SPECIFICS SHALL B E SUBMITTED AND APPROVED BY THE ENGINEER BASED ON THE CASING PIPE SIZE.
- 6. CASING PIPE MUST REMAIN ELECTRICALLY ISOLATED FROM CARRIER PIPE TEST AND VERIFICATION MUST BE PERFORMED BY QUALIFIED CATHODIC PROTECTION PERSONNEL PRIOR TO ANNULAR GROUT INSTALLATION.
- 7. CONTRACTOR TO VERIFY CASING NOT IN ELECTRICAL CONTACT WITH A CARRIER PIPE. INSTALL CATHODIC TEST STATION AT BOTH ENDS OF CASING. TEST STATION DESIGN CONSISTENT WITH CDM NORTHERN PIPELINE DESIGN SHEETS CP-1 THROUGH CP-16. VERIFY ISOLATION BEFORE, AFTER, AND DURING CONSTRUCTION.



CARRIER AND CASING PIPE CROSS SECTION

2



CARRIER PIPE LONGITUDINAL SECTION



PROJECT

ECCV WATERLINE BYPASS DESIGN

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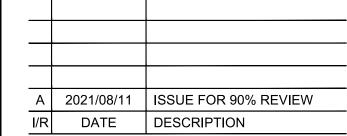
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