

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF PARK CREEK METROPOLITAN DISTRICT HELD MAY 27, 2021

The regular meeting of the Board of Directors (“Board”) of the Park Creek Metropolitan District (“Park Creek” or “District”) was held on Thursday, May 27, 2021 at 9:00 a.m. Due to the public health concerns, the meeting was held virtually via Zoom. Links and call-in information were provided.

ATTENDANCE

Directors in attendance:

King H. Harris, Chair
Rus Heise
James Chrisman
Brian Fennelly

Director absente (whose absence was excused):

John Moye

Also, in attendance:

Tammi Holloway of Stapleton Development Corp.
Diane Wheeler of Simmons & Wheeler
Barbara Neal, Public Art Consultant
Forrest Hancock of Brookfield Properties Development
Sarah French of Brookfield Properties Development
Keven Burnett of MCA
Kerry O’Connell of M.A. Mortenson
Shannon Gifford of City and County of Denver
Ty Holt of The Holt Group (special counsel)
Tim Thornton of Westerly Creek Metropolitan District
Paul R. Cockrel of Collins Cockrel & Cole
Sarah Luetjen of Collins Cockrel & Cole
Crystal Schott of Collins Cockrel & Cole

NOTICE

It was noted that the agenda notice of the meeting had been properly posted as required by law.

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CONFLICTS OF INTEREST

It was reported that Directors Chrisman and Fennelly had previously filed a Disclosure of Potential Conflict of Interest Statement with the Board and the Secretary of State in accordance with statutory requirements. Such conflicts arise from their employment relationships or officership or directorship positions with Forest City Stapleton, Inc., Forest City Stapleton Land, LLC or other subsidiaries of Forest City Enterprises, L.P. of its related entity, Brookfield Properties Development (collectively "Forest City"), the developer of property within the District and Westerly Creek Metropolitan District (together with the District, the "Districts"), including entering into various reimbursement, funding, management and service agreements with the District. Director Fennelly also disclosed his potential conflict of interest arising from his officership or directorship with the Master Community Association, Inc., which provides property management services for the District.

Directors Harris and Moye also have previously filed Disclosure of Potential Conflict of Interest Statements with the Board and the Secretary of State in accordance with statutory requirements. Such conflicts arise from their respective directorship or officership positions with Stapleton Development Corporation, a non-profit corporation, which is responsible for the disposition of the development property owned by the City and County of Denver ("City") within the Districts, including entering into agreements with the Districts and with SDC Services Corp., a subsidiary company, which provides administrative services to the Districts under the Professional Services Agreement.

All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting.

All Directors stated that the participation of at least three of them in the meeting was necessary to obtain a quorum of the Board or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest of each Director had been filed with the

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Board and the Secretary of State in accordance with statutory requirements; and that the nature of each Director's private interests related to their directorship or officership positions with either Forest City Stapleton, Inc., Forest City Stapleton Land, LLC or other subsidiaries of Forest City Enterprises, L.P, the Master Community Association, Inc., and Stapleton Development Corporation or SDC Services Corp. After each Director had summarily stated for the record the fact and nature of his private interests and had further stated that the determination to participate in voting or take any other action on any contract or other matter in which he may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned its attention to the agenda items.

MINUTES

The Board reviewed the Minutes of the April 22, 2021 and May 13, 2021 meetings and Executive Sessions. Upon motion duly made, seconded and unanimously carried, the Board approved the Minutes of such meetings.

PUBLIC ART

The Board reviewed the Public Art Projects Update submitted by Ms. Neal, a copy of which is attached hereto. Ms. Neal presented and reviewed the Contract Amendment Three with Ty Gillespie and requested approval of such Contract amendment. Upon motion duly made, seconded and unanimously carried, the Board accepted the Public Art Report. Upon motion duly made, seconded and unanimously carried the Board approved the Contract Amendment Three with Ty Gillespie.

TREASURER'S REPORT

Ms. Wheeler provided the financial report through April 30, 2021. After discussion and motion duly made, seconded and unanimously carried, the Board (i) accepted the Treasurer's Report and (ii) authorized the payment of all accounts, including current payables in conformance with budgetary appropriations, the encumbrance of all

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funds necessary for infrastructure projects, and the investment of any surplus funds.

2020 AUDIT

Ms. Wheeler presented and reviewed the draft 2020. The final audit should be ready for approval at the June Board meeting.

DEVELOPMENT MANAGER'S REPORT

Mr. Hancock presented the work and change order approval recommendations, as reflected in the Development Manager's Report attached hereto and incorporated herein by this reference. Mr. Hancock reported on various development issues, including progress on the MLK Extension Project. Upon motion duly made, seconded and unanimously carried, the Board approved the work and change orders as reflected in the Development Manager's Report attached hereto.

LEGAL REPORT

Mr. Cockrel reviewed the Purchase and Development Agreement between the District and the Drury Development Corporation. Upon discussion and motion duly made, seconded and unanimously carried the Board approved the Agreement.

EXECUTIVE SESSION

Chair Harris then moved that the regular meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session for the sole purpose of (i) receiving advice of general counsel with respect to the MLK extension project; (ii) status of City compliance report; and (iii) providing direction to and receiving advice of special counsel on negotiations with Westerly Creek Metropolitan District in accordance with Section 24-6-402(4)(b) and (e), C.R.S. The motion was seconded and unanimously carried. The Board temporarily adjourned the regular meeting at 9:25 a.m. and reconvened in Executive Session.

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The Board then reconvened in regular session at 10:10 a.m.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned.



Secretary for the Meeting

**NOTICE OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF
PARK CREEK METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that the regular meeting of the Board of Directors of the Park Creek Metropolitan District, City and County of Denver, Colorado, will be held on Thursday, May 27, 2021, at 9:00 a.m. Due to public health concerns, the meeting will be held virtually via Zoom. To join the meeting, please visit the following link or call one of the following phone numbers:

Please click this URL to join. <https://us02web.zoom.us/j/83643559541>

Or join by phone: Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or

+1 669 900 9128 or +1 253 215 8782

Webinar ID: 836 4355 9541

AGENDA

1. Public comment.
2. Disclosure of potential conflicts of interest.
3. Approval of Minutes of April 22, 2021 and May 13, 2021 meetings and Executive Sessions.
4. Public Art Report (Barbara Neal).
 - Discussion and approval of Contract Amendment Three with Ty Gillespie
5. Treasurer's Report (Jan Bevier and Diane Wheeler).
 - Review and acceptance of current financial statements
 - Status of 2020 Audit
6. Development Manager's Report (Forrest Hancock).
 - Discussion and approval of project awards, contracts and change orders
7. Attorney's Report (Paul Cockrel).
 - Review and approval of Purchase and Development Agreement between District and Drury Development Corporation
8. Any other matter that may come before the Board.
9. Executive Session including determining negotiation positions (Section 24-6-402(4)(e), C.R.S.) and consultation (i) with District counsel regarding legal advice on MLK Extension Project Contract; (ii) status of City compliance report; and (iii) with special counsel regarding legal advice on Westerly Creek Metropolitan District matters (Section 24-6-402(4)(b), C.R.S.).
10. Next Board meeting scheduled for June 24, 2021.

This meeting is open to the public, except for the Executive Session.

May 19, 2021

MEMORANDUM

TO: The Board of the Park Creek Metropolitan District
FROM: Barbara Neal
Public Art Consultant for Central Park
RE: Public Art Projects Update

Ellipse I (East 29th Avenue and Xenia Street) *The Eye and the Horizon (After Monet)*

Commission: \$100,000

Artist: Ilan Averbuch (Long Island City, NY)

Completed. 2006

Monitor.

Maintenance and conservation have been delayed by wet weather but work is scheduled this week, weather permitting.

Northfield *Airfoils*

Commission: \$100,000

Artist: Patrick Marold (Denver, CO)

Completed. 2006

Monitor.

Maintenance and conservation have been delayed by wet weather but work is scheduled for next week, weather permitting.

Central Park Recreation Center *Staplefield and Thought Balloons*

Commission: \$250,000

Artist Team: Walczak & Heiss (Marek Walczak, NY and Wesley Heiss, PA)

Completed. 2011

Monitor.

Thought Balloons commissioned by Arts and Venues Denver Public Art Program
Staplefield conveyed to the City and County of Denver in 2011 via an Assignment of Interest.

The website, <http://thoughtballoons.org/> will continue to solicit suggestions for dialogue text indefinitely.

Will assess the artworks in the Central Park Recreation Center when it's open.

F15 Pool

Conditional Reflections

Commission: \$75,000

Artists: Jeanine Centuori and Russell Rock of UrbanRock Design (Los Angeles, CA)

Completed. 2008

Deaccessioned 2013

Eastbridge Town Center

Talking Parking Meters

Commission: \$100,000

Artists: Jim Green (Denver, CO) and Ryan Elmendorf (Denver, CO)

Completed. 2017

Monitor.

Assessed 4/7/21. Comments:

- Greetings meter has several deep chips in the paint on the head of the meter. Sound menu is performing as intended.
- Nature sounds meter is performing as intended.
- Transportation meter volume is significantly diminished.

Have requested an estimate of cost and time line for this repair.

Ellipse II (East 35th Avenue and Xenia Street)

The Picnic

Commission: \$110,000

Artist: Gerald Heffernon (Winters, CA)

Completed. 2009

Monitor.

Maintenance and conservation have been delayed by wet weather but work is scheduled this week, weather permitting.

Central Park Boulevard Median

Prairie Reef

Commission: \$150,000

Artist: Erick Johnson (Fort Collins, CO)

Completed. 2010

Monitor.

Maintenance and conservation work has begun. Six of the bases are cracked and they reveal standing water inside. I met with the conservator this morning and we're researching solutions. Tests on the intact bases indicate they're dry. I'll have an update at next week's meeting.

Community Garden

Garden Stories

Commission: \$75,000

Artist: Lars Stanley (Austin, TX)

Completed. 2009

Conveyed to the City and County of Denver 2009 via an Assignment of Interest.

Monitor.

Will continue to remind Arts and Venues that each of the elements in this artwork needs conservation.

Westerly Creek

Chorus

Commission: \$155,000

Artist: Thomas Sayre (Raleigh, NC)

Completed: 2010

Conveyed to the City and County of Denver 2011 via an Assignment of Interest.

Monitor.

Prairie Basin Park

Phantom Pavilion

Commission: \$175,000

Artist: Volkan Alkanoglu (Portland, OR)

Completed: 2018

Monitor.

No response to date from either Denver Parks or Arts and Venues regarding the missing ADA curbs. The ADA curbs are still missing.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

The graffiti has been successfully removed. We await an estimate for replacement of the identification plaque.

Sandhills Prairie Park

Drift Inversion

Commission: \$175,000

Artist: David Franklin (Indianola, WA)

Completed: 2017

Monitor.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

This artwork will need to be cleaned in 2022 to remove insect debris from the profiles adjacent to the lights.

North End Neighborhoods (north of 56th Avenue) *Wind Gate Art Suite*

The Five

First Light

Beyond the Plains

Commission: \$300,000

Artist: Rodrigo Nava (Putney, VT)

Completed: 2019

Monitor.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

Mid-summer is the estimated target date for expansion and installation of the donated sculpture for the North End Park in Filing 57. The artist is scheduled to come to Colorado to do this work then.

Prickly Plume Park *Open House*

Commission: \$100,000

Artist: Ty Gillespie (Paonia, CO)

Estimated Installation: Spring/Summer 2021

Installation of footings has been delayed by the weather. Installation of the sculpture/structure is currently slated for late June/early July per the fabricator's schedule.

CONTRACT AMENDMENT THREE

THIS AMENDMENT, made this 27th day of April 2021, by and between the Board of The Park Creek Metropolitan District (hereinafter "the Client") and Ty Gillespie (hereinafter "the Artist").

FACTUAL RECITALS

The parties entered into a contract dated November 16, 2018 for creation and installation of a sculpture entitled *Open House* for the Prickly Plume Park at the intersection of Martin Luther King Jr. Boulevard and Moline Street at Stapleton.

The amended deadline for the installation of this sculpture by April 30, 2021 was no longer feasible because of continued unavoidable delays in the securing vacation, zoning and building permits for the project once the Park was completed. The artwork has been fabricated and is being stored at the fabricator's facility.

A deadline acceptable to each party for installation of this sculpture, *Open House*, and delivery of required documentation would be September 30, 2021.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this second amendment to the original contract consists of the payments which will be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this amendment is supplemental to the original Contract dated November 16, 2018 referred to as the "original contract," which is, by this reference, incorporated and made a part hereof, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respect only:
 - a. Article I. Scope of Services, 1.2e shall be changed to read: The artist shall complete the work and the installation thereof by September 30, 2021. Upon notification of completion of the Work by the Artist according to Section 1.3 (Delivery and Installation) below, the Client shall determine the actual date of installation.

4. The effective date of this amendment is April 27, 2021.
5. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original contract, the provisions of this amendment shall in all respects supersede, govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day first above written.

THE PARK CREEK METROPOLITAN DISTRICT

By: _____

Date: _____

ARTIST

Name: ty [signature]

Social Security or FEIN Number: 80-0057116

Date: 4/28/2021

PARK CREEK METROPOLITAN DISTRICT
Monthly Financial Report
Period Ended April 30, 2021

The following reports are attached to this narrative:

- 1) Statement of Net Assets (1 page)
- 2) Changes in Net Assets for All Funds Combined, General, Capital, Debt and Westerly Creek (5 pages)
- 3) Infrastructure Funding Projection Report (2 pages)
- 4) Summary Report of Trunk IFDAs (2 pages)
- 5) Summary Report of In-Tract IFDAs (2 pages)

Comments - Changes in Net Assets - All Funds Combined

- Westerly Creek Taxes represent the current month's property and specific ownership tax income from Westerly Creek which is less than budget for the month and less than budget for the year.
- Most of the infrastructure expenditures relate to activity in filings 54, 57 and PC. The revenue and corresponding infrastructure variances are due to timing.
- A total of approximately \$761k was advanced by Forest City for for infrastructure.
-

Comments - Statement of Net Assets

- Accounts Receivable Taxes is the current month's property and SO tax to be received next month.
- Miscellaneous receivables are the amounts due to fund current period costs. Funding is due from DURA in the form of TIF revenue, excess revenues or D2 loan advances and Forest City in the form of advances.
- The Statement of Net Assets is presented on a modified accrual, fund accounting basis which does not reflect long term debt balances, including developer advances. Long term debt balances are reflected in a summary report included in the package. Balances and expenses in the report are on a cash basis, therefore there will be slight difference between activity on the report and activity identified above regarding accrued developer advances.

Comments - Infrastructure Funding Report:

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General Comments:

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Park Creek Metropolitan District
Balance Sheet Governmental Fund
April 30, 2021

		<u>Assets</u>	
<u>Current Assets</u>			
BW Deposit and Cash Accounts	\$ 8,635,725		
Miscellaneous Receivables	2,373,669		
Intercompany Receivable	4,746,474		
Clearing - Job costs	2		
Total Current Assets			\$ 15,755,871
<u>Long Term Assets</u>			
<u>Fund Investments</u>			
Trustee '03 District Funds	\$ 93		
Trustee '03 Taxable Note Reimb Ac	7		
Trustee '13 Sub - Cap Int	304,916		
2015 Bonds COI	18,465		
2015 Bonds - Debt Serv	146		
2016A Sr bonds - revenue	17,310,585		
2016A Sr bonds - SO tax	700,015		
2016A Project	31		
2017A Sr Bonds COI	48,635		
2017B Sr Bonds COI	4,306		
2018A Senior Bonds -Debt fund	17,425		
2019 Debt fund	9,173		
2020 Bonds - reserve acct	1,800,060		
2020 Bonds - Revenue bonds	3,694,238		
Total Ltd Prop Tax Funds (InTract)			\$ 23,908,095
Long Term Fund Assets			\$ 23,908,095
Prepaid Casualty Insurance	\$ 131,083		
Long Term Capital Assets			\$ 131,083
Total Long Term Assets			\$ 24,039,178
Total Assets			<u>\$ 39,795,048</u>
		<u>Liabilities and Net Assets</u>	
<u>Current Liabilities</u>			
Accounts Payable	\$ 5,331,263		
Accrued Expenses	267,026		
Total Current Liabilities			\$ 5,598,289
<u>Long Term Liabilities</u>			
Long Term Liabilities			
Total Liabilities			\$ 5,598,289
<u>Net Assets</u>			
Net Assets - Prior Period	\$ 13,328,389		
Property Conveyance			
Incr / (Decr) in Net Assets	20,868,371		
Total Net Assets			\$ 34,196,759
Total Liabilities & Net Assets			<u>\$ 39,795,049</u>

unaudited

Park Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
All Funds Combined
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
6,488,124	4,792,192	(1,695,932)	Westerly Creek taxes	29,177,573	23,367,582	(5,809,991)
2,175,000	1,813,783	(361,217)	Developer Advances	8,700,000	4,195,714	(4,504,286)
16,666	-	(16,666)	Misc Income	67,916	-	(67,916)
75,000	33,304	(41,696)	Dura rev - 2014 D2 loan	300,000	192,449	(107,551)
-	45,500	45,500	TOS Facility Fees	529,500	317,000	(212,500)
-	8,938	8,938	Damage Fees	43,000	65,786	22,786
-	57,000	57,000	Facility Fees	730,500	486,000	(244,500)
-	1,395	1,395	Mailbox Fees	11,750	10,230	(1,520)
-	-	-	Good Citizen's Payments	-	19,768	19,768
41,666	-	(41,666)	Aurora Use tax, etc	166,666	7,652	(159,014)
8,333	-	(8,333)	City/Cty Denver IC-4B contrib	33,333	-	(33,333)
25,000	-	(25,000)	Contributions - CCD/CDOT	100,000	2,577	(97,423)
8,333	19,128	10,795	DURA Revenue	33,333	362,168	328,835
-	31,839	31,839	Dura revenue	-	77,019	77,019
10,083	46	(10,037)	Interest Income	40,333	157	(40,176)
8,848,205	6,803,125	(2,045,080)	Total: Revenue	39,933,904	29,104,102	(10,829,802)
Expenditures						
5,000	57,325	(52,325)	Trunk Total	5,000	294,862	(289,862)
424,666	528,839	(104,173)	Trunk Open Space Total	1,698,666	1,108,551	590,115
2,217,000	2,191,866	25,134	InTract Total	8,868,000	4,703,617	4,164,383
-	-	-	Recreation Center Total	-	-	-
-	4,983	(4,983)	Denver Water Total	-	5,448	(5,448)
2,646,666	2,783,013	(136,347)	Subtotal: Infrastructure	10,571,666	6,112,478	4,459,188
-	65,883	(65,883)	Interest Exp - InTract Notes	-	504,105	(504,105)
-	-	-	Interest - Notes	-	746,930	(746,930)
-	-	-	Bond Issuance Costs	-	786	(786)
-	-	-	Trustee Fees	7,500	19,150	(11,650)
-	-	-	Insurance	30,000	11,688	18,312
39,000	6,744	32,256	Other Capital Expenditures	157,500	39,092	118,408
39,000	72,627	(33,627)	Subtotal: Other Capital	195,000	1,321,750	(1,126,750)
General and Administrative Expenses						
170,516	258,320	(87,804)	Park Creek General Fund Expense	1,668,882	575,056	1,093,826
205,748	45,926	159,822	Westerly Creek Expenses	425,294	226,448	198,846
376,264	304,246	72,018	Subtotal: G&A	2,094,176	801,504	1,292,672
3,061,930	3,159,885	(97,955)	Total: Expenditures	12,860,842	8,235,731	4,625,111
5,786,275	3,643,240	(2,143,035)	Revenue Over/(Under) Expenditures	27,073,062	20,868,371	(6,204,691)
-	-	-	- Transfer (To) From Bond Funds	(493,303)	(346,801)	146,502
1,250	-	(1,250)	Transfer (To) From General Funds	498,303	346,801	(151,502)
(1,250)	-	1,250	Transfer (To) From Capital Funds	(5,000)	-	5,000
-	-	-	Total: Other Financing Sources/(Uses)	-	-	-
5,786,275	3,643,240	(2,143,035)	Increase/(Decrease) in Net Assets	27,073,062	20,868,371	(6,204,691)

Park Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
Park Creek General Fund
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
298,305	342,100	43,795	Westerly Creek Taxes - O&M and SO	1,836,267	1,433,457	(402,810)
83	-	(83)	Interest income	333	-	(333)
298,388	342,100	43,712	Total: Revenue	1,836,600	1,433,457	(403,143)
Expenditures						
<u>General and Administrative Expenditures</u>						
685	1,553	(868)	Staff Services	2,740	5,204	(2,464)
191	84	107	Office Services	1,239	1,367	(128)
33	33	-	Office Rent	264	264	-
-	408	(408)	Rent - Storage	-	1,366	(1,366)
-	-	-	Dues	-	124	(124)
7,500	7,500	-	Professional Services	30,000	32,500	(2,500)
5,000	5,952	(952)	Legal Fees	20,000	43,333	(23,333)
591	-	591	Accounting Services	2,366	216	2,150
11,258	-	11,258	Contingency	45,034	-	45,034
-	-	-	Reserve for Improvements	1,000,000	-	1,000,000
-	-	-	Insurance Expense	35,000	32,735	2,265
1,250	-	1,250	Public Art Maintenance	5,000	10,576	(5,576)
625	-	625	Public Art Monitoring	2,500	1,950	550
136,556	231,229	(94,673)	District MCA Maint	499,753	424,212	75,541
6,827	11,561	(4,734)	District MCA Fee	24,986	21,210	3,776
143,428	1,378	142,050	Westerly Creek Expenses	150,016	6,793	143,223
313,944	259,698	54,246	Subtotal: G&A	1,818,898	581,849	1,237,049
313,944	259,698	54,246	Total: Expenditures	1,818,898	581,849	1,237,049
(15,556)	82,403	97,959	Revenue Over/(Under) Expenditures	17,702	851,608	833,906
-	-	-	Transfer (To) From Bond Funds	(493,303)	(346,801)	146,502
(1,250)	-	1,250	Transfer (To) From Capital Funds	(5,000)	-	5,000
(1,250)	-	1,250	Total: Other Financing Sources/(Uses)	(498,303)	(346,801)	151,502
(16,806)	82,403	99,209	Increase/(Decrease) in Net Assets	(480,601)	504,808	985,409

Park Creek Metropolitan District
Revenues, Expenditures and Changes in Net Assets
Park Creek Debt Fund
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
<u>Revenue:</u>						
6,189,819	4,450,092	(1,739,727)	Westerly Creek Taxes - Debt Service	27,341,306	21,934,125	(5,407,181)
			Misc Income	1,250		(1,250)
10,000	46	(9,954)	Investment Income	40,000	157	(39,843)
6,199,819	4,450,138	(1,749,681)	Total: Revenue	27,382,556	21,934,282	(5,448,274)
<u>Expenditures</u>						
			Interest Exp - Notes		746,930	(746,930)
			Subtotal: Other Capital		746,930	(746,930)
<u>General and Administrative Expenses</u>						
62,320	44,548	17,772	Payments to Westerly Creek	275,278	219,654	55,624
62,320	44,548	17,772	Subtotal: G&A	275,278	219,654	55,624
62,320	44,548	17,772	Total Expenditures	275,278	966,584	(691,306)
6,137,499	4,405,589	(1,731,910)	Revenue Over/(Under) Expenditures	27,107,278	20,967,698	(6,139,580)
			Transfer (To) From General Funds	493,303	346,801	(146,502)
			Transfer (To) From Capital Funds			
			Total: Other Financing Sources/(Uses)	493,303	346,801	(146,502)
6,137,499	4,405,589	(1,731,910)	Increase/(Decrease) in Net Assets	27,600,581	21,314,498	(6,286,083)

Park Creek Metropolitan District
Revenues, Expenditures and Changes in Net Assets
Park Creek Capital Fund
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
16,666		(16,666)	Misc Income	66,666		(66,666)
2,175,000	1,800,221	(374,779)	Developer Advance Receipts - FC	8,700,000	4,181,732	(4,518,268)
	13,561	13,561	Developer Advance		13,982	13,982
8,333	50,968	42,635	DURA Revenue	33,333	439,187	405,854
75,000	33,304	(41,696)	Dura rev - 2014 D2 loan	300,000	192,449	(107,551)
	45,500	45,500	TOS Facility Fees	529,500	317,000	(212,500)
	8,938	8,938	Damage Fees	43,000	65,786	22,786
	57,000	57,000	Facility Fees	730,500	486,000	(244,500)
	1,395	1,395	Mailbox Fees	11,750	10,230	(1,520)
			Good Citizen's Payments		19,768	19,768
41,666		(41,666)	Aurora Use tax, etc	166,666	7,652	(159,014)
8,333		(8,333)	City/Cty Denver IC-4B contrib	33,333		(33,333)
25,000		(25,000)	Contributions - CCD/CDOT	100,000	2,577	(97,423)
2,349,998	2,010,887	(339,111)	Total: Revenue	10,714,748	5,736,362	(4,978,386)
Expenditures						
5,000	57,325	(52,325)	Trunk Total	5,000	294,862	(289,862)
424,666	528,839	(104,173)	Trunk Open Space Total	1,698,666	1,108,551	590,115
2,217,000	2,191,866	25,134	InTract Total	8,868,000	4,703,617	4,164,383
			Recreation Center Total			
	4,983	(4,983)	Denver Water Total		5,448	(5,448)
2,646,666	2,783,013	(136,347)	Subtotal: Infrastructure	10,571,666	6,112,478	4,459,188
	65,883	(65,883)	Interest Expense		504,105	(504,105)
			Bond Issuance Costs		786	(786)
			Trustee Fees	7,500	19,150	(11,650)
			Insurance Expense	30,000	11,688	18,312
			Dues	1,500	1,114	386
1,500		1,500	Accounting Services	6,000	1,943	4,057
			Bank Charges		7,199	(7,199)
37,500	6,744	30,756	Interim Damage Repairs	150,000	28,837	121,163
39,000	72,627	(33,627)	Subtotal: Other Capital	195,000	574,820	(379,820)
General and Administrative Expenses						
			Subtotal: G&A			
2,685,666	2,855,639	(169,973)	Total: Expenditures	10,766,666	6,687,298	4,079,368
(335,668)	(844,753)	(509,085)	Revenue Over/(Under) Expenditures	(51,918)	(950,935)	(899,017)
			Transfer (To) From Bond Funds			
1,250		(1,250)	Transfer (To) From General Funds	5,000		(5,000)
1,250		(1,250)	Total: Other Financing Sources/(Uses)	5,000		(5,000)
(334,418)	(844,753)	(510,335)	Increase/(Decrease) in Net Assets	(46,918)	(950,935)	(904,017)

Westerly Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
WCMD General Fund
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
<u>Revenue:</u>						
5,283,802	4,448,137	(835,665)	Property Tax - Debt	23,339,302	21,937,501	(1,401,801)
163,455	137,571	(25,884)	Property Tax - O&M	722,003	678,479	(43,524)
91,399	204,469	113,070	Specific Ownership tax	845,688	755,082	(90,606)
-	1,954	1,954	Interest Income	-	(3,376)	(3,376)
-	60	60	Interest income	-	(104)	(104)
5,538,656	4,792,192	(746,464)	Total: Revenue	24,906,993	23,367,582	(1,539,411)
<u>Expenditures</u>						
<u>General and Administrative Expenditures</u>						
186,500	-	186,500	Staff Services	186,500	-	186,500
53,201	44,548	8,653	Treasury Commission - DS	234,995	219,654	15,341
1,646	1,378	268	Treasury Commission - OM	7,271	6,793	478
241,347	45,926	195,421	Subtotal: G&A	428,766	226,448	202,318
241,347	45,926	195,421	Total: Expenditures	428,766	226,448	202,318
5,297,309	4,746,266	(551,043)	Revenue Over/(Under) Expenditures	24,478,227	23,141,134	(1,337,093)
241,347	45,926	(195,421)	Transfers From Park Creek	428,766	226,448	(202,318)
(5,538,656)	(4,792,192)	746,464	Transfers(To) Park Creek	(24,906,993)	(23,367,582)	1,539,411
(5,297,309)	(4,746,266)	551,043	Total: Other Financing Sources/(Uses)	(24,478,227)	(23,141,134)	1,337,093
-	-	-	Increase/(Decrease) in Net Assets	-	-	-

Park Creek Metropolitan District
 Trunk IFDAs #All Open- Filing #All Open
 Draw 180/76/NA/49/31
 As of:

	Approved IFDA	Original CFN	CFN Amendments	A Current CFN	Contracted	Uncontracted	B Amount Paid	A-B Remaining to Pay on CFN
Trunk	Filing 15 Total IFDA 15	10,323,181	(430,123)	9,893,057	9,888,386	4,671	9,893,056	1
Trunk	Filing 28 Total IFDA 28	553,850	-	553,850	553,850	-	553,850	-
Trunk	Filing 34 Total IFDA 34	5,918,735	-	5,918,735	5,814,981	103,754	5,807,293	11,442
Trunk	Filing 36 Total IFDA 36	2,678,281	(250,000)	2,428,281	2,302,217	277,665	2,292,567	287,314
Trunk	Filing 40 Total IFDA 40	240,101	-	240,101	186,813	53,288	186,813	53,288
Trunk	Filing 41 Total IFDA 41	6,506,844	1,400,000	7,906,844	7,180,361	726,483	7,180,361	726,483
Trunk	Filing 42 Total IFDA 42	12,695,791	(1,859,000)	10,836,791	10,634,879	1,912	10,828,498	8,293
Trunk	Filing 43 Total IFDA 43	125,658	(26,102)	99,557	99,537	0	99,537	0
Trunk	Filing 44 Total IFDA 44	70,557	-	70,557	47,558	22,999	47,558	22,999
Trunk	Filing 45 Total IFDA 45	14,871,325	(2,029,432)	12,841,893	12,833,744	8,149	12,829,564	12,329
Trunk	Filing 47 Total IFDA 47	671,755	(81,155)	590,601	590,553	38	590,166	435
Trunk	Filing 49 Total IFDA 49	7,899,280	(1,967,666)	5,947,590	5,942,894	4,696	5,935,676	11,914
Trunk	Filing 52 Total IFDA 52	2,056,690	(105,000)	1,951,690	1,480,557	471,133	1,480,175	471,515
Trunk	Filing 54 Total IFDA 54	412,152	-	412,151	344,734	67,417	344,734	67,417
Trunk	Filing A1 Total IFDA A1	2,750,000	123,750	2,873,750	2,873,750	0	2,868,525	5,225
Trunk	Filing IC-4 Total IFDA C4	16,803,727	1	16,803,727	16,776,066	27,661	16,757,765	45,962
Trunk	Filing IC-4A Total IFDA C4A	1,922,816	(7,090)	1,915,726	1,909,705	107,045	1,909,705	107,045
Trunk	Filing IC-4B Total IFDA IC-4B	8,400,000	364,999	8,764,999	8,684,221	80,779	8,514,128	250,872
Trunk	Filing MB Total IFDA MB	4,834,360	(1,054,999)	3,779,362	3,706,018	69,863	3,706,018	69,863
Trunk	Filing ME Total IFDA ME	625,236	-	625,236	571,733	53,503	566,415	58,820
Trunk	Filing MF Total IFDA MF	90,494	-	90,494	8,479	78,554	7,133	79,900

Park Creek Metropolitan District
 Trunk IFDAs #All Open- Filing #All Open
 Draw 180776/INA/49/31
 As of:

	Approved IFDA	Original CFN	CFN Amendments	Current CFN	Contracted	Uncontracted	Amount Paid	A-B Remaining to Pay on CFN
Trunk	13,498,494	13,498,494	264,676	13,498,494	13,011,756	486,738	11,930,858	1,567,636
	13,498,494	13,498,494	264,676	13,498,494	13,011,756	486,738	11,930,858	1,567,636
Trunk	4,749,091	4,749,091	-	4,749,091	3,313,266	1,435,823	3,303,490	1,445,602
Trunk	6,956,880	6,956,880	(86,000)	6,870,879	6,065,500	805,379	6,065,500	805,379
Trunk	11,705,971	11,705,971	(86,000)	11,619,971	9,376,766	2,243,202	9,368,990	2,250,981
Trunk	19,000,000	19,000,000	(2,658,689)	16,341,311	16,341,311	0	16,341,311	0
Trunk	19,000,000	19,000,000	(2,658,689)	16,341,311	16,341,311	0	16,341,311	0
Trunk	5,949,489	5,949,489	1,077,075	7,085,638	7,085,024	614	7,083,639	1,989
Trunk	5,949,489	5,949,489	1,077,075	7,085,638	7,085,024	614	7,083,639	1,989
Trunk	19,242,911	19,242,911	1,162,853	20,405,864	19,900,092	505,772	19,762,597	643,268
Trunk	19,242,911	19,242,911	1,162,853	20,405,864	19,900,092	505,772	19,762,597	643,268
Trunk	14,450,857	14,450,856	-	14,450,856	13,399,131	1,051,724	13,207,940	1,242,915
Trunk	14,450,857	14,450,856	-	14,450,856	13,399,131	1,051,724	13,207,940	1,242,915
Trunk	10,512,911	6,900,000	-	6,900,000	6,844,015	55,985	5,386,415	1,513,586
Trunk	10,512,911	6,900,000	-	6,900,000	6,844,015	55,985	5,386,415	1,513,586
Trunk	116,286,267	118,286,248	(5,657,160)	112,380,406	108,611,334	4,014,776	107,286,903	5,337,207
Trunk	80,015,962	76,403,049	(397,011)	75,962,044	72,780,720	3,284,391	70,975,095	5,090,016
Trunk	198,302,229	194,689,296	(6,054,171)	188,362,452	181,392,054	7,299,167	178,263,998	10,427,223
Trunk	198,302,229	194,689,296	(6,054,171)	188,362,452	181,392,054	7,299,167	178,263,998	10,427,223
Trunk				Remaining to Pay				10,427,223
Trunk				Less: Remaining to Commit				(7,299,167)
Trunk				Remaining to Pay - on existing commitments				<u>3,128,056</u>
Trunk								<u>S</u>
Trunk								<u>S</u>

Series 2001 Bond - Trunk Project Proceeds after Draw #

	Approved	Original CFN	CFN Amendments	Current CFN	Contracted	Uncontracted	Amount Paid	A-B Remaining to Pay on CFN
In-Tract	9,990,789	9,990,789	(378,439)	9,612,350	7,885,442	1,726,908	7,885,442	1,726,908
In-Tract	32,358,896	32,358,896	(1,458,572)	30,900,324	33,051,848	(2,151,524)	33,051,848	(2,151,524)
IFDA 1	42,349,686	42,349,686	(1,837,012)	40,512,674	40,937,291	(424,617)	40,937,291	(424,617)
In-Tract	10,989,825	10,989,825	(275,308)	10,714,517	8,261,471	2,453,046	8,261,471	2,453,046
IFDA 1A	10,989,825	10,989,825	(275,308)	10,714,517	8,261,471	2,453,046	8,261,471	2,453,046
In-Tract	13,897,856	13,897,856	(304,024)	13,593,832	13,156,784	437,049	13,163,142	430,690
IFDA 15	13,897,856	13,897,856	(304,024)	13,593,832	13,156,784	437,049	13,163,142	430,690
In-Tract	10,130,330	10,130,330	48,699	10,179,029	10,179,030	(1)	10,179,030	(1)
IFDA 17	10,130,330	10,130,330	48,699	10,179,029	10,179,030	(1)	10,179,030	(1)
In-Tract	16,988,554	16,988,554	(653,941)	16,334,612	13,333,460	3,001,152	13,319,235	3,015,377
IFDA 19	16,988,554	16,988,554	(653,941)	16,334,612	13,333,460	3,001,152	13,319,235	3,015,377
In-Tract	8,480,866	8,480,867	(2)	8,480,864	7,674,046	812,989	7,549,779	937,256
IFDA 34	8,480,866	8,480,867	(2)	8,480,864	7,674,046	812,989	7,549,779	937,256
In-Tract	5,404,254	5,404,254	(756,501)	4,647,753	4,359,991	287,762	4,207,974	439,780
Filing FIK Total	2,592,337	2,592,337	756,501	3,348,837	2,876,456	472,382	2,876,456	472,382
IFDA 35	7,996,591	7,996,591	-	7,996,591	7,236,447	760,144	7,084,580	912,011
In-Tract	31,228,859	31,228,859	(78,501)	31,150,358	29,768,152	1,382,206	29,768,152	1,382,206
IFDA 36	31,228,859	31,228,859	(78,501)	31,150,358	29,768,152	1,382,206	29,768,152	1,382,206
In-Tract	5,212,621	5,212,621	-	5,212,621	4,935,195	277,426	4,922,768	289,853
IFDA 40	5,212,621	5,212,621	-	5,212,621	4,935,195	277,426	4,922,768	289,853
In-Tract	1,796,644	1,796,644	326,500	2,123,144	2,027,598	95,546	2,027,598	95,546
IFDA 41	1,796,644	1,796,644	326,500	2,123,144	2,027,598	95,546	2,027,598	95,546
In-Tract	16,952,761	16,952,761	-	16,952,761	13,388,964	3,563,797	13,388,964	3,563,797
IFDA 42	16,952,761	16,952,761	-	16,952,761	13,388,964	3,563,797	13,388,964	3,563,797
In-Tract	1,781,421	1,781,421	-	1,781,421	1,625,677	155,744	1,625,677	155,744
IFDA 44	1,781,421	1,781,421	-	1,781,421	1,625,677	155,744	1,625,677	155,744
In-Tract	35,656,775	35,656,775	(529,280)	35,127,495	31,556,224	3,571,271	31,556,224	3,571,271
IFDA 45	35,656,775	35,656,775	(529,280)	35,127,495	31,556,224	3,571,271	31,556,224	3,571,271
In-Tract	15,875,085	15,875,085	-	15,875,085	13,293,766	2,581,318	13,268,944	2,606,140
IFDA 47	15,875,085	15,875,085	-	15,875,085	13,293,766	2,581,318	13,268,944	2,606,140
In-Tract	1,583,241	1,583,241	64,000	1,647,241	1,630,020	17,221	1,619,959	27,282
IFDA 48	1,583,241	1,583,241	64,000	1,647,241	1,630,020	17,221	1,619,959	27,282
In-Tract	58,653,806	58,653,806	-	58,653,806	49,035,812	9,617,994	48,851,218	9,802,588
IFDA 49	58,653,806	58,653,806	-	58,653,806	49,035,812	9,617,994	48,851,218	9,802,588
In-Tract	7,788,143	7,788,143	(1,034,036)	6,754,107	6,632,648	121,459	6,630,852	123,255
IFDA 52	7,788,143	7,788,143	(1,034,036)	6,754,107	6,632,648	121,459	6,630,852	123,255
In-Tract	1,998,696	1,998,696	239,880	2,238,576	2,238,566	10	2,237,980	596
IFDA 53	1,998,696	1,998,696	239,880	2,238,576	2,238,566	10	2,237,980	596
In-Tract	53,859,266	53,859,266	(4,274,632)	49,584,633	48,542,623	1,042,011	47,511,190	2,073,443
IFDA 54	53,859,266	53,859,266	(4,274,632)	49,584,633	48,542,623	1,042,011	47,511,190	2,073,443

Park Creek Metropolitan District
 In-Tract IFDAs #All Open- Filing #All Open
 Draw 193
 As of: 4/30/2021

	Approved IFDA	Original CFN	CFN Amendments	Current CFN	Contracted	Uncontracted	B Amount Paid	A-B Remaining to Pay on CFN
In-Tract	Filing 55 Total IFDA 55	1,874,362	52,764	1,927,126	1,927,126	1	1,927,126	1
In-Tract	Filing 56 Total IFDA 56	2,966,874	(531,983)	2,434,891	2,379,940	54,951	2,320,502	114,388
In-Tract	Filing 57 Total IFDA 57	52,110,215	-	52,110,215	43,950,864	8,159,350	31,803,596	20,306,618
In-Tract	Filing 59 Total IFDA 59	2,209,768	-	2,209,768	2,007,243	202,526	1,803,809	405,960
In-Tract	Filing AB Total IFDA AB	19,093,169	-	19,093,169	18,135,164	958,004	18,114,859	978,310
In-Tract	Filing AC Total IFDA AC	5,102,392	(572,316)	4,530,076	4,471,555	58,521	4,407,376	122,700
In-Tract	Filing IC-4 Total IFDA C4	2,306,634	-	2,306,634	2,035,278	271,356	2,035,278	271,356
In-Tract	Filing IC-4A Total IFDA C4A	2,042,680	2	2,042,682	1,564,584	478,097	1,564,750	478,097
In-Tract	Filing MB Total IFDA MB	7,851,158	-	7,851,158	5,395,529	2,455,629	5,395,529	2,455,629
In-Tract	Filing MC Total IFDA MC	8,507,309	-	8,507,309	6,712,676	1,817,133	6,712,676	1,817,133
In-Tract	Filing MD Total IFDA MD	4,981,832	(1,077,705)	3,855,630	3,835,629	20,001	3,835,629	20,001
In-Tract	Filing ME Total IFDA ME	7,387,006	(1,073,859)	6,264,823	5,951,322	313,501	5,951,322	313,501
In-Tract	Filing MF Total IFDA MF	14,787,951	(3,521,300)	11,108,192	10,576,854	531,339	10,180,489	927,703
In-Tract	Filing ML Total IFDA MI	3,013,788	356,938	3,386,789	3,285,462	101,326	2,847,184	539,605
In-Tract	Filing P6 Total IFDA P6	253,954	-	253,954	246,884	7,070	246,884	7,070
	Total Job costs	477,710,116	(14,675,117)	462,795,783	417,929,883	44,894,571	403,051,063	59,773,557

WESTERLY CREEK METROPOLITAN DISTRICT
Monthly Financial Report
Period Ended April 30, 2021

The following reports are attached to this narrative:

- 1) Statement of Revenues, Expenditures and Changes in Net Assets - General Fund (1 page)

Changes in Fund Balance

- Monthly tax income is less than budget for the current month and less than budget for year.
-
-

General Comments:

- All tax income is transferred to Park Creek.
- All Westerly Creek expenses are funded by Park Creek.
 - Year to date G & A expenditures are more than budget due to election costs.
 - Treasurers fee expense is 1% of property tax income and therefore varies inversely with the property tax income variance.
- Westerly Creek has no assets and therefore there is no Statement of Assets report.

Westerly Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
WCMD General Fund
For the 4 Months Ended April 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
<u>Revenue:</u>						
5,283,802	4,448,137	(835,665)	Property Tax - Debt	23,339,302	21,937,501	(1,401,801)
163,455	137,571	(25,884)	Property Tax - O&M	722,003	678,479	(43,524)
91,399	204,469	113,070	Specific Ownership tax	845,688	755,082	(90,606)
-	1,954	1,954	Interest Income	-	(3,376)	(3,376)
-	60	60	Interest income	-	(104)	(104)
5,538,656	4,792,192	(746,464)	Total: Revenue	24,906,993	23,367,582	(1,539,411)
<u>Expenditures</u>						
<u>General and Administrative Expenditures</u>						
186,500	-	186,500	Staff Services	186,500	-	186,500
53,201	44,548	8,653	Treasury Commission - DS	234,995	219,654	15,341
1,646	1,378	268	Treasury Commission - OM	7,271	6,793	478
241,347	45,926	195,421	Subtotal: G&A	428,766	226,448	202,318
241,347	45,926	195,421	Total: Expenditures	428,766	226,448	202,318
5,297,309	4,746,266	(551,043)	Revenue Over/(Under) Expenditures	24,478,227	23,141,134	(1,337,093)
241,347	45,926	(195,421)	Transfers From Park Creek	428,766	226,448	(202,318)
(5,538,656)	(4,792,192)	746,464	Transfers(To) Park Creek	(24,906,993)	(23,367,582)	1,539,411
(5,297,309)	(4,746,266)	551,043	Total: Other Financing Sources/(Uses)	(24,478,227)	(23,141,134)	1,337,093
-	-	-	Increase/(Decrease) in Net Assets	-	-	-

May 27, 2021

Park Creek Metropolitan District Board Meeting

Development Manager Agenda

Project Update-

MLK grinding and sealing should be complete by the time of the Board meeting. Following acceptance by CCD we will commence the closeout process.

Filing 57 continues to pave roads in the remaining phases. All road should be paved by the end of July leaving only landscape improvements to install.

PC Ph 2 parks are OPEN!

Punchlist work continues throughout the community on filings with open warranties to the city to close those out.

Award Recommendation –

None

Work Order Approval

Work Order #183 Filing 32

MA Mortenson

\$ 38,938

Final acceptance repairs to complete past punchlist items
This work should complete all obligations for road conveyance.
DBE for this Work Order is 84%

Change Order Approval

Change Order #15 MLK

CRCC

\$ 78,936

Additional work scope for the project including additional traffic control, repair work for city acceptance (Peoria), additional striping and sealant.
DBE for the CO is 14.5%

WORK ORDER



RECEIVED MAY 03 2021

Date: May 3, 2021
Work Order No.: 183

Owner: Park Creek Metropolitan District
Construction Manager: M.A. Mortenson Company
Development Manager: Forest City Stapleton, Inc.

In accordance with the Short Form Contract between the Developer and Contractor dated February 2, 2003, ("Contract") the following services are hereby authorized. Capitalized terms shall have the meaning set forth in the Contract. The terms and conditions of the Contract shall apply to this Work Order except to the extent expressly modified by this Work Order. Any such modification shall be set forth on pages attached to this Work Order and shall reference the specific paragraph of the Contract to be modified.

Description of Services: Filing 32 Final Acceptance Right of Way repairs.
Final Acceptance repairs for Filing 32.

	<i>contract</i>
Direct Work	\$32,349
General Conditions	\$5,455
Fee	\$1,134
<hr/>	
Total Value of Work Order	\$38,938

This Work Order of Thirty Eight Thousand Nine Hundred Thirty Eight Dollars and zero Cents Consists of this document and all attachments hereto which reference this Work Order number and date.

Attachments: Repair item break out & detail by phase.

Contractor: M.A. Mortenson Company
Development Manager
Acceptance of Proposal
Forest City Stapleton, Inc.

By: *Michael Finn*
Michael Finn

By: *Forrest Hancock*
Forrest Hancock

Title: Sr. Project Manager II

Title: Director, Development | Mixed Use Development

Owner:
Park Creek Metropolitan District

By: _____
Chairman of the Board





**STAPLETON Filing 32 Final Acceptance Punchlist
May 3, 2021**

Item Code	Description	TOTAL AB QTY	Unit	Unit Cost	Total Cost
				J.M.G	
Filing 32					
<u>Schedule of Values</u>					
2.0	Curb and Gutter Removals and Replacement	107.00	LS	\$ 45.00	\$ 4,815
3.0	Partial Depth repairs	2.00	LS	\$ 250.00	\$ 500
4.0	Concrete Panels Removal and Replacement	1,467.00	LS	\$ 15.50	\$ 22,739
5.0	Concrete Route and Seal	99.00	LS	\$ 5.00	\$ 495
6.0	Mobilization	1.00	LS	\$ 1,600.00	\$ 1,600
7.0	Winter Protection	0.00	LS	\$ -	\$ -
8.0	Traffic Control	0.00	LS	\$ -	\$ -
8.0	Portable Toilet	1.00	LS	\$ 500.00	\$ 500
8.0	Sawcut	1.00	LS	\$ 950.00	\$ 950
8.0	Concrete Wash Out	1.00	LS	\$ 750.00	\$ 750
TOTAL SUBCONTRACTED					\$ 32,349
<u>Construction Management</u>					
	Ground Engineering Cost (GC)	1.00	LS	\$ 1,617	\$ 1,617
	General Conditions (10%)	1.00	LS	\$ 3,397	\$ 3,397
	Liability Insurance (1.3%)	1.00	LS	\$ 442	\$ 442
	CM Fee (3% Subcontracted)	1.00	LS	\$ 1,134	\$ 1,134
	TOTAL Construction Management				\$ 6,590
TOTAL Filing 32					
TOTALS					\$ 38,938



Proposal# 202173

6345 Ivanhoe St. Suite 203
 Commerce City, CO 80022
 Phone: (720) 545-4881
 Email: jugarman.jmg@gmail.com
 Web: https://jmgconcretesvs.com/

4/30/2021

Job: Filing 32 Bid Form
 Denver, Co

ITEM	DESCRIPTION	QUANTITIES	UNIT	UNIT PRICE	TOTAL PRICE
2.0	Curb and Gutter Removal and Replacement	107.00	LF	45.00	\$ 4,815.00
3.0	Partial Depth Repairs	2.00	EA	250.00	\$ 500.00
4.0	Concrete Panels Removal and Replacement	1,467.00	SF	15.50	\$ 22,738.50
5.0	Concrete Rout and Seal	99.00	LF	5.00	\$ 495.00
6.0	Mobilization	1.00	LS	1,600.00	\$ 1,600.00
7.0	Winter Protection				\$ -
8.0	Traffic Control				\$ -
8.0	Portable Toilet			500.00	\$ 500.0
8.0	Sawcut			950.00	\$ 950.00
8.0	Concrete Wash Out			750.00	\$ 750.00
TOTAL					\$32,348.50

Notes:

Proposal based of remove replace
 JMG will saw cut, demo, haul off all broken concrete to a specialty recycle facility, compact existing soil, set forms, pour and finish concrete broom finish, hand tool control joints, strip forms and clean up.
 JMG will supply 4500 PSI Ready Mix.
 JMG will furnish and install all items listed above.
 No bond added.
 No addendum knowledge.
 No Traffic Control Included.

EXCLUSIONS:

Permits, plans, prints, drawings, engineering, surveying, testing, inspections, handrail, bollards, locates, (Earth work +/- .10 by others) soil treatments, J Bolts, bollards, sings, striping, traffic markings, expansion joint filler, irrigation, sprinklers, drainage, landscaping, trees, bushes, plants, sod, new soil, rock, mulch, seed, fertilizer, sprinkler systems, fencing, carpentry, special locates, utilities, special finishes, additives, retarders. Caulking, signage, barriers, cold weather protection and traffic control. JMG Concrete Services LLC is not responsible for damage to concrete due to scaling, marking, vandalism, magnesium chloride and/ or any de-icing agents.

Respectfully Submitted by:



 Juan Garcia
 JMG CONCRETE SERVICES, LLC.

Accepted by:

THANK YOU FOR YOUR BUSINESS!



NOTES:

All work has a ONE-YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge, while the crew is on site if time and materials are available. Price includes all necessary labor, material, trucking, dump fees and barricades to complete project from start to finish. Price excludes the cost of engineering permits, bonds, inspection fees, testing, surveying, staking, utility adjustments, utility relocations, pavement markings, traffic control, sub grade prep, weather protection, irrigation locates and landscape repair or replacement unless otherwise noted in this contract. Every effort will be made to barricade work at the completion of said project. J.M.G Concrete Services, LLC is not responsible for damage to concrete due to scaling, marking, vandalism, magnesium chloride and/or any de-icing agents. J.M.G Concrete Services, LLC is not responsible for cracking outside the control joints due to shrinkage of concrete. We are not responsible for concrete failures due to unstable sub grade and/or frost that is either beneath or adjacent to our work. If unstable sub grade conditions are encountered J.M.G Concrete Services, LLC will make every effort to bring it to the attention of the Owner(s) and/or their representative. J.M.G Concrete Services, LLC cannot guarantee drainage on existing or proposed areas that are less than 2% slope. All proposals are subject to final approval of management.

ADDITIONAL TERMS AND CONDITIONS-READ CAREFULLY

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that the Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado, irrespective of any conflict of law provisions, and that venue for any dispute or litigations arising out of this Agreement shall be only in Adams County, Colorado.
5. As directed by the Owner, construction lender, public body any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repair or changes and agree to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.
7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.
8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (concrete, cure, etc.), caused by others besides employees of J.M.G Concrete Services, LLC, regardless of whether such damage occurs or is worsened during the performance of the job.
11. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.
14. The Contractor will exercise reasonable care when performing the work, but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills.
15. This contract shall become binding when signed by all parties and the authorized officer of the Contractor.
16. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.
17. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor, whichever is earlier.
18. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
19. The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, Contractor may revise its price in accordance with costs in effect at that time.



8560 Northfield Blvd
Unit 1920
Denver, CO 80238
main 720.920.4300
fax 720.920.4301
www.mortenson.com

May 17, 2021

Forrest Hancock
Forest City Stapleton
7351 East 29th Avenue
Denver, CO 80238

**RE: MLK Blvd Extension
Castle Rock Construction Change Order No. 15
Mortenson Project No. 16060001**

Dear Forest Hancock:

Attached you will find four (4) copies of Castle Rock Construction Change Order No. 15 which includes the New Island at Peoria & MLK, final traffic control quantities, Irrigation spare parts, extra tree mulch, decorative light pole bases, and final signage and striping quantities.

The total proposed amount of this change order is \$78,936.00

The percentage of dollars committed to SBE/DBE included in this change is 14.5%
The percentage of dollars committed to SBE/DBE contractors in the contract entirety is 12%

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kerry O'Connell", is written over a printed name and title. The signature is fluid and cursive.

Kerry O'Connell
Project Executive

Enclosures: Mortenson Change Order No. 15
cc: 16060001 - 91.03 Mortenson



CONTRACTOR CHANGE ORDER
Exhibit C

The Park Creek Metropolitan District
7350 E 29th Ave Suite 200
Denver, CO 80238

CHANGE ORDER NO.: 15

PROJECT: MLK Blvd Extension
TO: Castle Rock Construction
6374 S Racine Cir
Centennial, CO 80111

DATE: 14-Apr-21

CONTRACT NO: ML-01

DESCRIPTION Additional work required by City of Aurora to rebuild the island at the NE corner of Peoria St and MLK/Fitzsimons Pkwy
OF CHANGE:

Full and final settlement of all costs and charges, including all necessary labor, material, equipment, services, taxes, costs to maintain schedule, bonds and insurance described in the following.

Line	Pay Item	Description	Eligible for Federal Reimbursement Trunk Non Park QTY (DURA)	Eligible for Federal Reimbursement Park Trunk Amt	Eligible for Federal Reimbursement (FHWA)	In-Tract Amount	Total Amount
1	CO-15	Sealant repair After Removal of Stripus Temp Stripping for raised Tabs for 26th and Oswego	\$0	\$100	\$0	\$0	\$100
2	CO-15	Oswego	\$0	\$100	\$0	\$0	\$100
3	CO-15	Removal of Pavement Markings Performed Thermoplastic Pavement Marking (Word Symbol)	\$0	\$4,637	\$0	\$0	\$4,637
4	CO-15	Performed Thermoplastic Pavement Marking (Xwalk/Stopline)	\$0	\$2,372	\$0	\$0	\$2,372
5	CO-15	Sign Panel Class 1	\$0	\$15,309	\$0	\$0	\$15,309
6	CO-15	Additional Flagging	\$0	\$654	\$0	\$0	\$654
7	CO-15	Additional TCM	\$0	\$899	\$0	\$0	\$899
8	CO-15	Additional TCM	\$0	\$4,568	\$0	\$0	\$4,568
9	CO-15	Additional Flagging	\$0	\$420	\$0	\$0	\$420
10	CO-15	Additional TCI	\$0	\$184	\$0	\$0	\$184
11	CO-15	Additional Mobilization	\$0	\$0	\$0	\$3,000	\$3,000
12	CO-15	New Ped Pole	\$0	\$0	\$0	\$4,049	\$4,049
13	CO-15	Light Decorative Collar Replacements	\$0	\$0	\$0	\$3,846	\$3,846
14	CO-15	Irrigation Turn Over items	\$0	\$0	\$0	\$2,467	\$2,467
15	CO-15	Increase in Mulch Quantity	\$0	\$0	\$0	\$8,834	\$8,834
16	CO-15	Overrun on Drum Channelling Devices	\$0	\$0	\$0	\$1,785	\$1,785
17	CO-15	Curb and Gutter Replacement in Peoria Island	\$0	\$0	\$0	\$3,002	\$3,002
18	CO-15	Remove and Replace 6" sidewalk in Peoria Island	\$0	\$0	\$0	\$3,624	\$3,624
19	CO-15	Remove and Replace Curb Ramp in Peoria Island	\$0	\$0	\$0	\$4,454	\$4,454
20	CO-15	Remove and Replace Median island in Peoria Island	\$0	\$0	\$0	\$4,737	\$4,737
21	CO-15	Traffic Control	\$0	\$0	\$0	\$5,845	\$5,845
21	CO-15	Mobilization	\$0	\$0	\$0	\$3,000	\$3,000
22	CO-15	Additional Mobilization for Asphalt	\$0	\$0	\$0	\$1,050	\$1,050

See Attached for Additional Breakout Information

Net Increase/Decrease to Contract:	\$0	\$29,243.00	\$0.00	\$49,693.00	\$78,936.00
The original Contract Sum was	\$1,257,616	\$0	\$7,172,000	\$2,450,506	\$10,880,122
Net change by previously authorized Change Orders	\$1,022,556	\$379,899	\$0	\$1,402,455	\$476,569
The Contract Sum prior to this Change Order was	\$2,280,172	\$379,899	\$7,172,000	\$2,024,620	\$11,856,691
The Contract Sum will be modified in the amount of	\$0	\$29,243	\$0	\$49,693	\$78,936
The new Contract Sum including this Change Order will be	\$2,280,172	\$409,142	\$7,172,000	\$2,074,313	\$11,935,627

AS A RESULT OF THIS CHANGE THE SCHEDULE IS INCREASED BY 0 CONSECUTIVE CALENDAR DAYS UNLESS STATED ABOVE, ALL CONTRACT PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT

Recommended by: Construction Manager
M.A. Mortenson Company
8560 Northfield Blvd., Unit 1920
Denver, CO 80238

BY (Signature)

(Printed Name)

Date

Approved by: Development Manager

Forest City Stapleton Inc
7351 E 29th Ave
Denver, CO 80238

BY (Signature)

(Printed Name)

Date

Accepted by: Contractor/Supplier

Castle Rock Construction
6374 S Racine Cir
Centennial, CO 80111

BY (Signature)

(Printed Name)

Date

Approved by: Owner

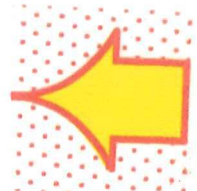
The Park Creek Metropolitan District
7350 E 29th Ave Suite 200
Denver, CO 80238

BY (Signature)

(Printed Name)

Date

Please See Attached for Routing Information



CONTRACTOR CHANGE ORDER BREAKOUT
EXHIBIT C

CHANGE ORDER NO.: 15

DATE: 14-Apr-21

CONTRACT NO.: MLK-01



The Park Creek Metropolitan District
7350 E. 29th Ave, Suite 200
Denver, CO 80238

PROJECT: MLK Blvd Extension
TO: Castle Rock Construction
5774 S Racine Cir
Centennial, CO 80111

DESCRIPTION OF CHANGE:

Additional work required by City of Aurora to rebuild the island at the NE corner of Peoria St. and MLK/Fitzsimmons Pkwy.

Line	Pay Item	Description	Category	Explanation	Unit	Unit Cost	Eligible for Federal Reimbursement - Trunk Non Park QTY (DURA)	Eligible for Federal Reimbursement - Park-Trunk Non Park QTY	Eligible for Federal Reimbursement - Park QTY (FHWA)	In-Tract CITY	Total QTY	Total Cost
1	CO-15	Sealant repair After Removal of Stripes	Roadway	Request by City of Denver	LS	\$100.00	0.00	1.00	0.00	0.00	1.00	\$100
2	CO-15	Temp Stripping for raised Tabs for 12th and Oswego	Roadway	Stripping Truck was not available	LS	\$100.00	0.00	1.00	0.00	0.00	1.00	\$100
3	CO-15	Removal of Pavement Markings	Roadway	Removed markings on 3/9, 3/12, 6/23, 7/15, 9/11, 9/23	SF	\$1.58	0.00	2,935.00	0.00	0.00	2,935.00	\$4,637
4	CO-15	Preformed Thermoplastic Pavement Marking (W and Symbol)	Roadway		SF	\$17.00	0.00	139.50	0.00	0.00	139.50	\$2,372
5	CO-15	Preformed Thermoplastic Pavement Marking	Roadway		SF	\$10.50	0.00	1,458.00	0.00	0.00	1,458.00	\$15,309
6	CO-15	Sign Panel Class 1 (Xwalk/Stopline)	Traffic Control		SF	\$22.05	0.00	29.65	0.00	0.00	29.65	\$654
7	CO-15	Additional Flagging	Traffic Control	Additional Flagging used on August	HR	\$33.60	0.00	26.75	0.00	0.00	26.75	\$899
8	CO-15	Additional TCM	Traffic Control		DAY	\$761.25	0.00	6.00	0.00	0.00	6.00	\$4,568
9	CO-15	Additional Flagging	Traffic Control		HR	\$33.60	0.00	12.50	0.00	0.00	12.50	\$420
10	CO-15	Additional TCI	Traffic Control	Not paid in PA 22	DAY	\$183.75	0.00	1.00	0.00	0.00	1.00	\$184
11	CO-15	Additional Mobilization	Traffic Control	Used for Paving for 12/7/2020	EA	\$750.00	0.00	0.00	0.00	0.00	0.00	\$3,000
12	CO-15	New Ped Pole	Roadway	Used for additional striping and pavement markings	EA	\$4,049.20	0.00	0.00	0.00	0.00	0.00	\$4,049
13	CO-15	Light Decorative Collar Replacements	Roadway	Used in Peoria and Fitzsimmons NE corner	EA	\$961.40	0.00	0.00	0.00	0.00	0.00	\$3,846
14	CO-15	Irrigation Turn Over Items	Landscape	Turn over items were requested by Denver Parks	LS	\$2,466.95	0.00	0.00	0.00	0.00	0.00	\$2,467
15	CO-15	Increase in Mulch Quantity	Landscape	DIC Stations increased mulch rings from 2' to 3'	LS	\$8,833.78	0.00	0.00	0.00	0.00	0.00	\$8,834
16	CO-15	Overrun on Drum Channeling Devices	Traffic Control	Additional drum channeling devices were needed for landscaping work	EA	\$26.25	0.00	0.00	0.00	0.00	68.00	\$1,785
17	CO-15	Curb and Gutter Replacement in Peoria Island	Roadway	Additional work requested by the City of Aurora	LF	\$120.07	0.00	0.00	0.00	0.00	25.00	\$3,002
18	CO-15	Remove and Replace 6" sidewalk in Peoria Island	Roadway	Additional work requested by the City of Aurora	SY	\$151.02	0.00	0.00	0.00	0.00	24.00	\$3,624
19	CO-15	Remove and Replace Curb Ramp in Peoria Island	Roadway	Additional work requested by the City of Aurora	SY	\$247.46	0.00	0.00	0.00	0.00	18.00	\$4,454
20	CO-15	Remove and Replace Median Island in Peoria Island	Roadway	Additional Work requested by the city of Aurora	SY	\$112.78	0.00	0.00	0.00	0.00	42.00	\$4,737
21	CO-15	Traffic Control	Roadway	Additional work requested by the City of Aurora	LS	\$5,845.00	0.00	0.00	0.00	0.00	1.00	\$5,845
21	CO-15	Mobilization	Roadway	Additional work requested by the City of Aurora	EA	\$3,000.00	0.00	0.00	0.00	0.00	1.00	\$3,000
22	CO-15	Additional Mobilization for Asphalt	Roadway	Additional Mobilization for asphalt poured on 7/26	EA	\$1,050.00	0.00	0.00	0.00	0.00	1.00	\$1,050
											Total:	\$78,036

0 DAYS

CONSECUTIVE CALENDAR DAY INCREASE TO THE PROJECT SCHEDULE AS A RESULT OF THIS CHANGE IS

Routing Information:
6 originals to Contractor for Signature (from Mortenson)
5 originals returned to Construction Manager for Signature (from Contractor)
5 originals forwarded to Development Manager for Signature (from Construction Manager)
5 originals forwarded to Owner for Signature (from Development Manager)
3 executed originals returned to Development Manager (from Owner)
2 executed originals returned to Construction Manager (from Development Manager)

CMO 15
Pay App 23

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
DRUMS CHANNELIZING DEVICE - OVERRUN	68	EACH	\$ 26.25	\$ 1,785.00
SEALANT REPAIR AFTER REMOVAL OF STRIPES	1	LS	\$ 100.00	\$ 100.00
TEMP STRIPING RAISED TABS FOR 26TH AND OSWEGO-STRIPING TRUCK NOT AVAILABLE	1	LS	\$ 100.00	\$ 100.00
REMOVAL OF PVMT MARKINGS - (3/9, 3/12, 6/29/7/15, 7/21, 9/11, 9/23)	2935	SF	\$ 1.58	\$ 4,637.30
PERFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	139	SF	\$ 17.00	\$ 2,371.50
PERFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK/STOPLINE)	1458	SF	\$ 10.50	\$ 15,309.00
SIGN PANEL CLASS 1	29.65	SF	\$ 22.05	\$ 653.78
ADDITIONAL FLAGGING - After August	26.75	HR	\$ 33.60	\$ 898.80
ADDITIONAL TCM-OVERRUN	6	DAY	\$ 761.25	\$ 4,567.50
AUGUST FLAGGING - NOT PAID IN PAY APP 22	12.5	HR	\$ 33.60	\$ 420.00
ADDITIONAL TCI ON 12/7/2020 FOR PAVING	1	DAY	\$ 183.75	\$ 183.75
EXTRA MOB FOR STRIPING AND PAVEMENT MARKINGS	4	EACH	\$ 750.00	\$ 3,000.00
EXTRA WORK - PARTIAL ISLAND REPLACEMENT AT PEORIA AND FITZSIMMONS				
Curb and Gutter (Removal and Placement)	25	LF	\$ 120.07	\$ 3,001.75
Sidewalk 6" (Removal and Placement)	24	SY	\$ 151.02	\$ 3,624.48
Curb Ramp (Removal and Placement)	18	SY	\$ 247.46	\$ 4,454.28
Median Island (Removal and Placement)	42	SY	\$ 112.78	\$ 4,736.76
Traffic Control	1	LS	\$ 5,845.00	\$ 5,845.00
Mobilization	1	EACH	\$ 3,000.00	\$ 3,000.00
NEW PED POLE AT PEORIA AND FITZSIMMONS NORTHEAST CORNER	1	LS	\$ 4,049.20	\$ 4,049.20
LIGHT DECORATIVE COLLARS REPLACEMENT	4	EACH	\$ 961.40	\$ 3,845.60
IRRIGATION TURNOVER ITEMS	1	LS	\$ 2,466.95	\$ 2,466.95
INCREASE MULCH FROM 2" TO 3", APPROVED ON 7-7-2020 BY DIG STUDIO	0.129	AC	\$ 68,607.00	\$ 8,850.30
HMA EXTRA MOB FOR JULY PAVING OF MOULINE/26TH	1	EACH	\$ 1,050.00	\$ 1,050.00
CMO 15 TOTAL			SUB TOTAL	\$ 78,950.95
				IN PAY APP 23

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SEEDING OF REMAINING AREAS				
POND	1.04	ACRE	\$ 6,750.45	\$ 7,020.47
NATURE CENTER PRAIRIE DOG FENCE-SILT FENCE	0.27	ACRE	\$ 6,750.45	\$ 1,822.62
ADDITIONAL HAND SEEDING AND HYDROMULCH AT NATURE CENTER	1	LS	\$ 660.00	\$ 660.00
BETWEEN OSWEGO AND PEORIA - SOUTHSIDE	0.70	ACRE	\$ 6,750.45	\$ 4,725.32
TOTAL			\$	\$ 14,228.40
				PAY UNDER TEMP SEEDING
				5.24 ACRE at \$2714.88

CASTLE ROCK CONSTRUCTION COMPANY of COLORADO LLC



6374 S. Racine Centennial, CO 80111
(303) 688-6611 (303) 688-6685 fax

12/11

Project Name: **PARTIAL ISLAND REPLACEMENT**
NE CORNER OF PEORIA AND FITZSIMMONS

12/11/2020 15:31

ITEM NO.	DESCRIPTION	UNIT	Total Quantity Bid	UNIT Bid	TOTAL Bid
1	Partial Island Replacement- NE Corner of Peoria and Fitsimmons	LS	1.0	\$ 24,512.00	\$ 24,512.00
				TOTAL	\$ 24,512

Inclusions:

Bond Rate to be compensated at 1% if required
Mobilization Included
Cold weather protection.
Concrete Median Cover To Be Gray Concrete-No Color
Traffic Control Up to 70 hours; MHTs, Field TCS, and mob included

Scope Clarifications:

Quality Control is excluded
Permits are excluded
Scope As Per Field Meeting With Mortenson and City of Aurora, December 7, 2020 at noon
Pricing includes sawcut and removals, set forms and placement of curb and gutter, curb ramp/sidewalk, median cover, cast iron truncated dome
No expansion and silicon seal at islands as per COA Field inspector
COA standard Cast Iron Truncated Dome in three curb ramp locations, 2'x6' dimension.

MEMORANDUM



City of Aurora

Worth Discovering • auroragov.org

DATE: April 23, 2021

TO: Rocky DeWeese, Project Manager Lumin8

FROM: Chris Stephan, Project Engineer Traffic Engineering

RE: Acceptance Letter - Fitzsimons Pkwy and Peoria St

Rocky,

This letter is to inform you that the below referenced projects were inspected and found to be in accordance with the City of Aurora Traffic Department Construction Standards. The City of Aurora will be accepting the operation and maintenance of the below intersection(s) as of April 23, 2021. The 1-year warranty period shall expire on April 23, 2022.

Traffic Signals for Acceptance
Fitzsimons Pkwy and Peoria St

CC:

Mike Jaques, Traffic Operations Superintendent
Carlie Campuzano, Traffic Manager
Sparky Lavigne, Traffic Operations and Maintenance Supervisor
Kyle Kunkle, Traffic Operations and Maintenance

Brookfield Properties

Mar 17, 2021

Paul R. Cockrel
Attorney
Collins, Cockrel and Cole
390 Union Blvd., Ste 400
Denver, CO 80228-1556

RE: Drury Purchase and Development Agreement

Dear Mr. Cockrel:

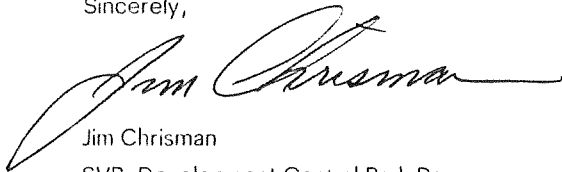
In reference to the Drury Purchase and Development Agreement (Agreement), Brookfield Properties is obligated to the Park Creek Metropolitan District for funding the Beeler improvements and other costs incurred under the Agreement.

The following confirms Brookfield Properties' obligations to the District under the terms of the Agreement:

- I. Brookfield Properties will either pay the Purchase Price of the Acquisition Property (\$61,800.50 m/l) to Drury at closing or will transfer sufficient non-reimbursable funds to the District for payment of the Purchase Price sometime prior to closing.
- II. Stapleton Land will advance funds to the District as needed to complete the District portion of the Beeler Improvements (estimated to be \$50,000 +/-) in accordance with the provisions of the Reimbursement Agreement.
- III. Brookfield Properties will pay and/or reimburse the District for any other costs or obligations owed to Drury under the terms of the Purchase and Development Agreement.

Please let me know if you have any questions.

Sincerely,



Jim Chrisman
SVP, Development Central Park Denver

Location Name

Street Address, City, State/Province, Zip/Postal Code

T +1 123 456 7890 F +1 123 456 7890 brookfieldproperties.com

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (the “**Agreement**”) is made and entered into as of _____, 2021, by and between Drury Development Corporation (“**Drury**”), a Missouri corporation, and Park Creek Metropolitan District (“**District**”, and together with Drury, the “**Parties**” or separately a “**Party**”), a quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver (“**City**”).

RECITALS

A. Drury owns and operates a hotel located on the real property that is legally described on **Exhibit A** attached hereto (the “**Drury Property**”).

B. The District owns, operates and maintains a public street known as Beeler Court (“**Beeler**”) south of 46th Place and which is located adjacent to the eastern boundary of the Drury Property and which provides access to the Drury Property as provided in that certain License Agreement dated as of September 26, 2012 and recorded in the records of the City Clerk and Recorder at ID 2012131987 (the “**Access License**”).

C. Drury also owns the real property that is legally described on **Exhibit A-1** attached hereto (the “**Additional Drury Property**”).

D. Beeler also provides access to the Additional Drury Property and Drury has the right to install utilities within Beeler and the adjacent right of way areas for the benefit of the Additional Drury Property all as provided in that and that certain License Agreement dated as of November 15, 2018 and recorded in the records of the City Clerk and Recorder at ID 2018248327 (the “**Additional Access/Utility License**”).

E. In conjunction with the platting and development of its vacant commercial property (consisting of approximately 32.6 acres) located east of and adjacent to Beeler by the property owner, Brookfield Properties Development, Inc. (the “**Brookfield Property**”), Beeler will be reconfigured to remove a currently-existing cul-de-sac adjacent to the Drury Property and extend Beeler towards the southern boundary of the Drury Property, where Beeler will then turn east and enter the Brookfield Property as depicted on the drawing attached hereto as **Exhibit E** (the “**Beeler Improvements**”).

F. The Beeler Improvements will be constructed, completed, owned, operated, maintained, repaired and replaced by the District as a public street providing access to the Drury Property, the Additional Drury Property and Brookfield Property in perpetuity.

G. It is in the Parties’ mutual interests to enter into and perform all actions set forth herein.

AGREEMENT

In consideration of the agreements set forth herein, including in the Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each Party, Drury and the District agree as follows:

1. Drury will transfer and convey to the District by Special Warranty Deed (in a form to be prepared by Drury) its fee title interest in the portion of the existing cul-de-sac located on the Drury Property consisting of approximately 0.086+/- acres (the “**Acquisition Property**”) as depicted in blue on the ALTA Land Title Survey (the “**Survey**”) attached hereto as **Exhibit B**. The Acquisition Property is legally described on **Exhibit C** attached hereto. The District will acquire the Acquisition Property and pay Drury at Closing the sum of \$16.50 per square feet for the total square footage of the Acquisition Property as determined by the Survey (the “**Purchase Price**”). Closing shall occur on a date mutually acceptable to both Parties in conjunction with the recording of the Plat (as defined in paragraph 2) and in compliance with the other terms and conditions set forth herein. Any and all Closing costs and fees (including without limitation, any transfer taxes and costs to record the Special Warranty Deed, the Plat, the License Amendments, the Water License Agreement Amendment (as defined below) and any other documents required hereunder) shall be paid by the District.

2. The District warrants and acknowledges to Drury that the District is acquiring the Acquisition Property in its “AS IS, WHERE IS” condition “with all faults” as of Closing without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Drury. The District specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning (a) the value, nature, quality or condition of the Acquisition Property, (b) the income to be derived from the Acquisition Property, (c) the suitability of the Acquisition Property for any activities and uses which the District may conduct thereon, (d) the compliance of or by the Acquisition Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the merchantability, marketability, profitability or fitness for a particular purpose of the Acquisition Property, (f) the manner, quality, state of repair or lack of repair of the Acquisition Property, (g) the presence or absence of hazardous materials at, on, under, or adjacent to the Acquisition Property or any other environmental matter or condition of the Acquisition Property, or (h) any other matter with respect to the Acquisition Property. The District further acknowledges and agrees that the District is a sophisticated and experienced purchaser of properties such as the Acquisition Property and has been duly represented by counsel in connection with the negotiation of this Agreement. The District will conduct such investigations of the Acquisition Property, including but not limited to, the physical and environmental conditions thereof, as the District deems necessary to satisfy itself as to

the condition of the Acquisition Property and will rely solely upon same and not upon any information provided by or on behalf of Drury. Upon Closing, the District shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by the District's investigations. The District, upon Closing, hereby waives, relinquishes and releases Drury from and against any and all claims, demands, causes of action (including causes of action in tort [i.e., negligence and strict liability]), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) (collectively, "**Claims**") of any kind and every kind or character, known or unknown, which the District might have asserted or alleged against Drury at any time by reason of or arising out of any physical and environmental conditions, the violation of any applicable laws and any and all other matters regarding the Acquisition Property; provided, however, that the foregoing shall not be deemed to release Drury from any claims arising from Drury's breach or default of any provision of this Agreement.

3. No later than September 1, 2021, the District will (at its sole cost and expense) commence the following work: (i) demolish, remove and restore the existing Beeler street improvements on the Drury Property and construct and install curb cuts, landscaping and related improvements connecting the Drury Property to Beeler as reconfigured in connection with the Beeler Improvements (the "**Drury Property Work**"), and (ii) construct, install and complete all other Beeler Improvements in accordance with City street improvement requirements for Beeler and the plat for the Brookfield Property development, a preliminary copy of which is attached hereto as **Exhibit D** (the "**Plat**"). The District's construction of the Drury Property Work shall be in accordance with plans and specifications prepared by the District and approved by the City; however, Drury shall have the right to pre-approve the plans and specifications in writing (in its sole discretion) prior to the District submitting or re-submitting the plans and specifications to the City. Specifically, the curb cut to the Drury Property shall accommodate the turn radiuses described on **Exhibit F**. Once commenced, the District shall perform the Drury Property Work and the Beeler Improvements diligently and in a good and workmanlike manner and shall complete the Drury Property Work within thirty (30) days and the Beeler Improvements within sixty (60) days (respectively, the "**Completion Date(s)**"). In the event that the District fails to complete the Drury Property Work or the Beeler Improvements by the respective Completion Date(s) and such default continues for thirty (30) days after written notice of default to the District, then Drury shall have the right to complete all of a portion of the Drury Property Work or the Beeler Improvements, and the District shall reimburse Drury for 110% of its cost to complete such work within ten (10) days of written request. The District shall pay all costs incurred in connection with the Drury Property Work and the Beeler Improvements as described in this paragraph and shall not permit any liens to stand against the Drury Property for any such work done or materials furnished and shall, within thirty (30) days after receipt of written notice from Drury, cause such lien to be released of record or transferred to bond in accordance with applicable law.

4. The District acknowledges that Drury operates a hotel on the Drury Property that is open 24 hours per day and 7 days per week (the “**Hotel Operation**”). The District shall give Drury at least five (5) business days prior written notice of the date the Drury Property Work and Beeler Improvements will commence. The Drury Property Work and Beeler Improvements will not prevent, obstruct, or unreasonably interfere with vehicular or pedestrian access to the Drury Property from Beeler, and at no time shall the District or its contractors obstruct the entrance to the Drury Property from Beeler; provided, however, that the District and its contractors shall coordinate with Drury, and the Parties specifically agree that any necessary entrance lane closure will be limited to one lane at a time to provide reasonable access for hotel guests and hotel deliveries during lane closure. In no event shall the entrance to the Drury Property from Beeler be limited to one lane access for longer than one (1) week. In no event shall the parking lot or any other portion of the Drury Property be used for the parking of vehicles or the storage of materials, supplies or equipment by the District or its contractors.

Any portion of the Drury Property Work or the Beeler Improvements that may involve the realignment of any utilities (including, without limitation, sanitary sewer, gas, stormwater, electric, water and/or cable tv, fiber, or other low voltage communications lines) serving the Hotel Operation shall be completed in such a manner that will not disrupt any utility service to the Hotel Operation. The District shall give Drury at least five (5) business days prior written notice of a switchover in any utilities serving the Hotel Operation that may result in a disruption of service, which disruption in service shall be limited to no more than 30 minutes in total and shall occur only during the off-peak hours of the Hotel Operation, which are 1:00AM through 4:00 AM Monday through Friday. The District acknowledges and agrees that any disruption in utility service to the Hotel Operation in excess of or outside the time periods set forth above may have a substantial detrimental impact to Drury and to the Hotel Operation. Therefore, in the event that the District causes a disruption in any utility service to the Hotel Operation in excess of or outside of the time periods set forth above, the District agrees to pay for any actual damages sustained by Drury in connection with such disruption in utility service.

5. Any damage that may occur to any portion of the Drury Property or any improvements thereon resulting from the Drury Property Work or the Beeler Improvements shall be promptly repaired or replaced by the District at the District’s sole cost and expense and to the reasonable satisfaction of Drury. Without waiving any limitations, immunities or defenses under the Colorado Governmental Immunity Act, the District will, to the extent permitted by law, indemnify, defend and save Drury harmless from any and all loss, damage, liabilities, claims or expenses (including but not limited to reasonable attorneys’ fees) Drury may sustain growing out of or arising in any manner from the Drury Property Work or the Beeler Improvements, which is caused by the District and its employees, and will require its contractors to indemnify, defend and save Drury harmless from any and all loss, damage, liabilities, claims or expenses (including but not limited to reasonable attorneys’ fees) Drury may sustain growing out of or arising in any manner from the Drury

Property Work or the Beeler Improvements caused by such contactor, its employees and subcontractors. The District shall maintain and shall require any and all contractors performing any portion of the Drury Property Work or the Beeler Improvements to maintain workers' compensation insurance as required by law and commercial liability insurance with coverage of at least \$1,000,000 per person per occurrence and \$3,000,000 general aggregate covering any personal injury and property damage arising in connection with such work. Prior to any commencement of any such work, the District shall provide Drury with certificates of insurance for each contractor performing the Drury Property Work or the Beeler Improvements and other reasonable evidence that such insurance is in full force and effect and naming Drury as an additional insured.

6. The Plat shall designate a permanent point of access from the Drury Property to Beeler as reconfigured in connection with the Beeler Improvements. The Plat note shall provide that Drury shall have access to, and a perpetual right of ingress and egress to and from, Beeler from the cul-de-sac as improved to 46th Place. At Closing, the Parties shall also execute and record amendments to the Access License and the Additional Access/Utility License (the "**License Amendments**") in forms acceptable to Drury that (i) contain a revised depiction and legal description for Beeler as reconfigured by the Beeler Improvements, (ii) contain a revised depiction and legal description for the Drury Property and/or the Additional Drury Property (as applicable) as reflected on the Plat, (iii) add the Drury Property to the definition of the "Builder Property" in the case of the Additional Access/Utility License, (iv) expressly grant Drury the right to continue to access and operate (subject to any conditions or requirements imposed by Xcel) the electric transformer and related lines located within Beeler as reconfigured by the Beeler Improvements for the benefit of the Drury Property and the Additional Drury Property, and (v) expressly grant Drury the right to continue to access and operate (subject to any conditions or requirements of the utility provider) any and all existing utilities currently serving the Hotel Operation. To the extent not expressly modified by the License Amendments or the provisions of this Agreement, the Access License and the Additional Access/Utility License shall remain in full force and effect until Beeler is transferred to the City, if ever. At Closing, the District shall, to the extent that the Drury Property and the Additional Drury Property are affected by, and if so required as a result of, the Beeler Improvements, also execute (and, if so required, cause the City and County of Denver, acting by and through its Board of Water Commissioners to execute) and record an additional amendment (the "**Water License Agreement Amendment**") to the Intergovernmental License Agreement Amendment dated August 29, 2012 and recorded in the records of the City Clerk and Recorder at ID 2012117079 (as amended, the "**Water License Agreement**"), that contains a revised legal description for Beeler as reconfigured by the Beeler Improvements.

7. The District (at its sole cost and expense) shall own, operate, maintain, repair and replace Beeler and all improvements as a public street, until transferred to the City, if

ever. Drury shall have no responsibility for any operational, capital or any other expenses of any kind whatsoever associated therewith.

8. This Agreement may be amended only by the agreement of each Party in writing.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by .pdf electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by .pdf electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by .pdf electronic transmission.

10. Notices hereunder shall be deemed properly delivered and effective when (a) personally delivered, or (b) deposited with a nationally recognized overnight courier, to the parties as follows. Each party shall send a simultaneous copy of all notices via email to the email addresses set forth below, and the date of such emails shall be deemed to be the effective date of such notice, provided such notice is also sent the same day by at least one of the methods described in (a) or (b) above.

If to the District: Park Creek Metropolitan District

Attn: _____

Email: _____

Phone: _____

If to Drury: Drury Development Corporation
13075 Manchester Road, Suite 200
St. Louis, MO 63131
Attn: Jacqueline D. Pollvogt, General Counsel
julie.freed@drurydevelopment.com

Either party may change their notice address by providing the other party written notice thereof in compliance with this Section.

11. Sections 2, 3, 4, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive the Closing and the recording of the Special Warranty Deed.

[Signature Page Follows]

Executed to be effective on the day and year above written.

Drury Development Corporation

Park Creek Metropolitan District

By: 

By: _____

Title: Vice President

Title: _____

Date: 5/11, 2021

Date: _____, 2021

EXHIBIT A

Legal Description of the Drury Property

A PARCEL OF LAND BEING MADE UP OF 5 PARCELS OF LAND AS DESCRIBED AS PARCEL 1 AND PARCEL 2, (AS RECORDED UNDER RECEPTION NO. 2012131984 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDERS OFFICE) PARCEL 2A, PARCEL 7B AND PARCEL 7D (AS RECORDED UNDER RECEPTION NO. 2012180048 OF SAID CLERK'S OFFICE) ALL PARCELS LYING IN ALL OF LOT 3 AND PARTS OF LOT 2, STAPLETON FILING NO. 39 AS RECORDED UNDER RECEPTION NO. 2013008622 OF SAID CLERK'S OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED "PLS 35597" WHENCE THE NORTHWEST CORNER OF SECTION 22, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "PLS 20683" BEARS N 00°15'53" W, A DISTANCE OF 2650.73 FEET; THENCE N 36°17'24" E, A DISTANCE OF 1017.45 FEET TO THE POINT OF BEGINNING OF SAID STAPLETON FILING NO. 39, SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF TRACT A (FUTURE R.O.W. FOR CENTRAL PARK BLVD), STAPLETON CENTRAL PARK BLVD FILING NO.1 AS RECORDED UNDER RECEPTION NO. 2012082116 OF SAID CLERK'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 3, STAPLETON FILING 39, ALSO BEING THE EASTERLY LINE OF SAID TRACT A, FUTURE R.O.W. OF CENTRAL PARK BLVD, N 00°00'00" W, A DISTANCE OF 193.20 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE SOUTHWEST CORNER OF LOT 4 OF SAID STAPLETON FILING NO. 39;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3, N 90°00'00" E, A DISTANCE OF 396.62 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 7B AND PARCEL 7D, FROM SAID WESTERLY CORNER OF SAID PARCEL 7B AND PARCEL 7D, THE COMMON CORNER OF SAID LOT 3 AND LOT 2 OF SAID STAPLETON FILING NO. 39 IS N 90°00'00" E, A DISTANCE OF 1.18 FEET.

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 7B, N 54°23'43" E, A DISTANCE OF 66.98 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF TRACT C, FUTURE R.O.W. FOR BEELER CT., AS RECORDED IN SAID STAPLETON FILING NO.39;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, A PORTION OF THE EASTERLY LINE OF LOT 3, THE EASTERLY LINE OF SAID PARCEL 7B, THE EASTERLY LINE OF SAID PARCEL 7D AND THE EASTERLY LINE OF SAID PARCEL 2, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 232.00 FEET, A CENTRAL ANGLE OF 12°11'32", AN ARC LENGTH OF 49.37 FEET, WHOSE CHORD BEARS S 33°58'22" E, A DISTANCE OF 49.28 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2, SAID CORNER ALSO BEING A POINT ON LINE OF SAID PARCEL 2A;

THENCE ALONG THE COMMON LINE OF SAID PARCEL 2 AND SAID PARCEL 2A, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 00°34'39", AN ARC LENGTH OF 1.18 FEET, WHOSE CHORD BEARS N 49°13'34" E, A DISTANCE OF 1.18 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2A;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2A, ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 01°14'25", AN ARC LENGTH OF 1.28 FEET, WHOSE CHORD BEARS S 50°49'59" E, A DISTANCE OF 1.28 FEET;

THENCE S 57°10'57" W, A DISTANCE OF 1.43 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 3, THENCE CONTINUING ALONG LAST BEARING, NOW ALONG A LINE OF SAID LOT 3, S 57°10'57" W, A DISTANCE OF 15.81 FEET TO A CORNER OF SAID LOT 3 FOR A OVERALL DISTANCE OF 17.24 FEET;

THENCE ALONG THE SOUTHERLY, EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID LOT 3, ALSO BEING THE SOUTHERLY, EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID STAPLETON FILING NO.39 THE FOLLOWING (6) SIX COURSES:

1). ALONG CURVE TO THE RIGHT WITH A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 16°28'59", AN ARC LENGTH OF 33.80 FBET, WHOSE CHORD BEARS S 65°25'26" W, A DISTANCE OF 33.69 FEET;

2). ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 73°39'56", AN ARC LENGTH OF 25.71 FBET, WHOSE CHORD BEARS S 36°49'58" W, A DISTANCE OF 23.98 FEET;

3). S 00°00'00" E, A DISTANCE OF 283.41 FEET; 4). N 85°34'13" W, A DISTANCE OF 368.90 FEET;

5). N 00°00'00" W, A DISTANCE OF 53.20 FEET; 6). N 45°07'52" W, A DISTANCE OF 75.08 FEET TO THE POINT OF BEGINNING.

CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY TRUE NORTH SURVEYING, JOB NO. TN 16087, DATED SEPTEMBER 6, 2016

TOGETHER WITH THOSE EASEMENT RIGHTS AS SET FORTH IN THE RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED SEPTEMBER 27, 2012 AT RECEPTION NO. 2012131986 AND AMENDED AND RESTATED RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 28, 2012 AT RECEPTION NO. 2012180049.

EXHIBIT A-1

Legal Description of the Additional Drury Property

Parcel A:

Lot 2, Block 1, Stapleton Filing No. 39, City and County of Denver, State of Colorado,

EXCEPTING THEREFROM any portion thereof lying within those parcels conveyed to Drury Development Corporation by Special Warranty Deed recorded September 27, 2012 at Reception No. 2012131984 and Special Warranty Deed recorded December 28, 2012 at Reception No. 2012180048, of the Records of the City and County of Denver, Colorado.

Parcel B:

Lot 4, Block 1, Stapleton Filing No. 39, City and County of Denver, State of Colorado.

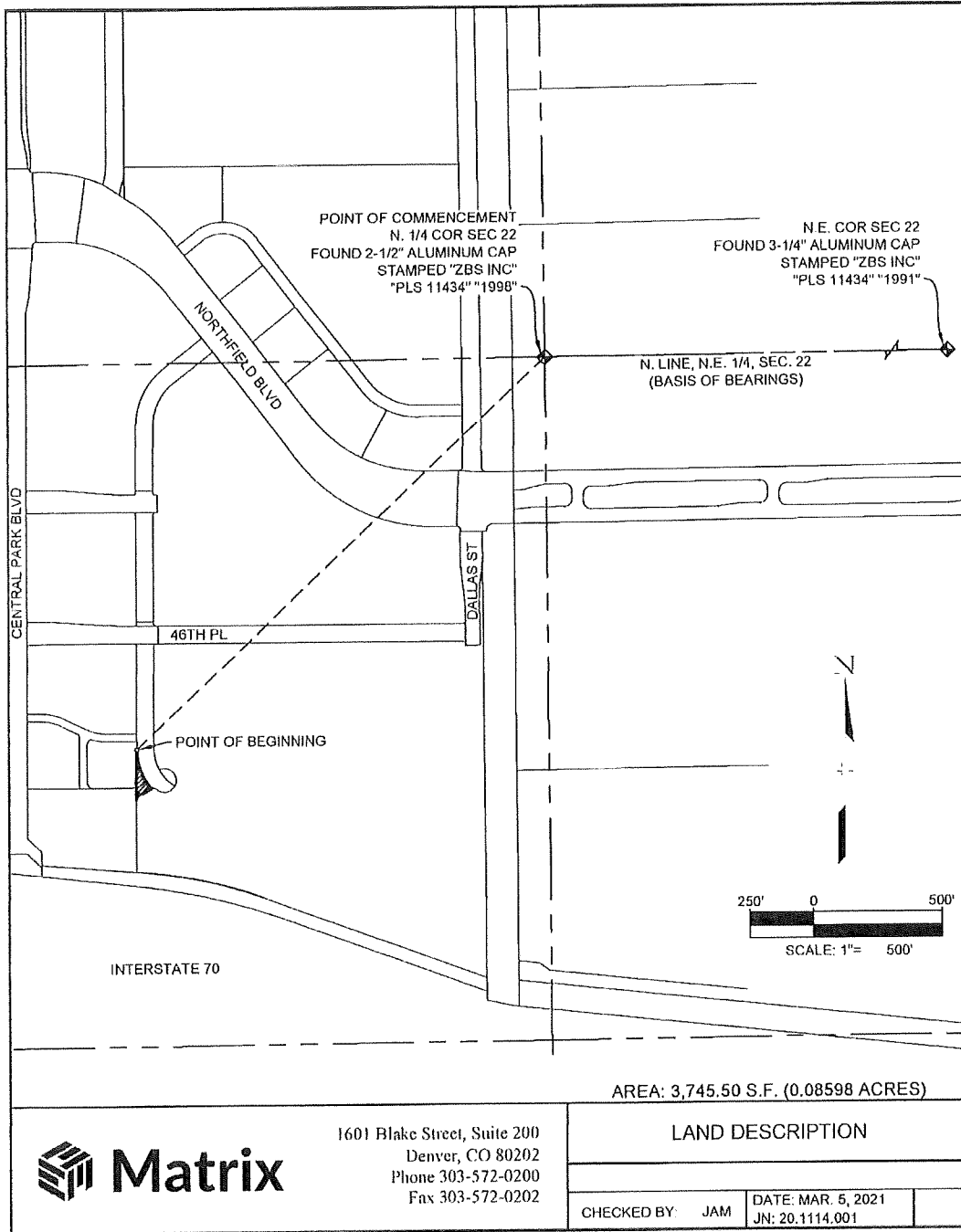
Parcel C:

Tract D, Stapleton Filing No. 39, City and County of Denver, State of Colorado,

EXCEPTING THEREFROM that portion thereof conveyed by Special Warranty Deed recorded September 16, 2016 at Reception No. 2016126494 of the Records of the City and County of Denver, Colorado.

EXHIBIT B

Depiction of the Acquisition Property



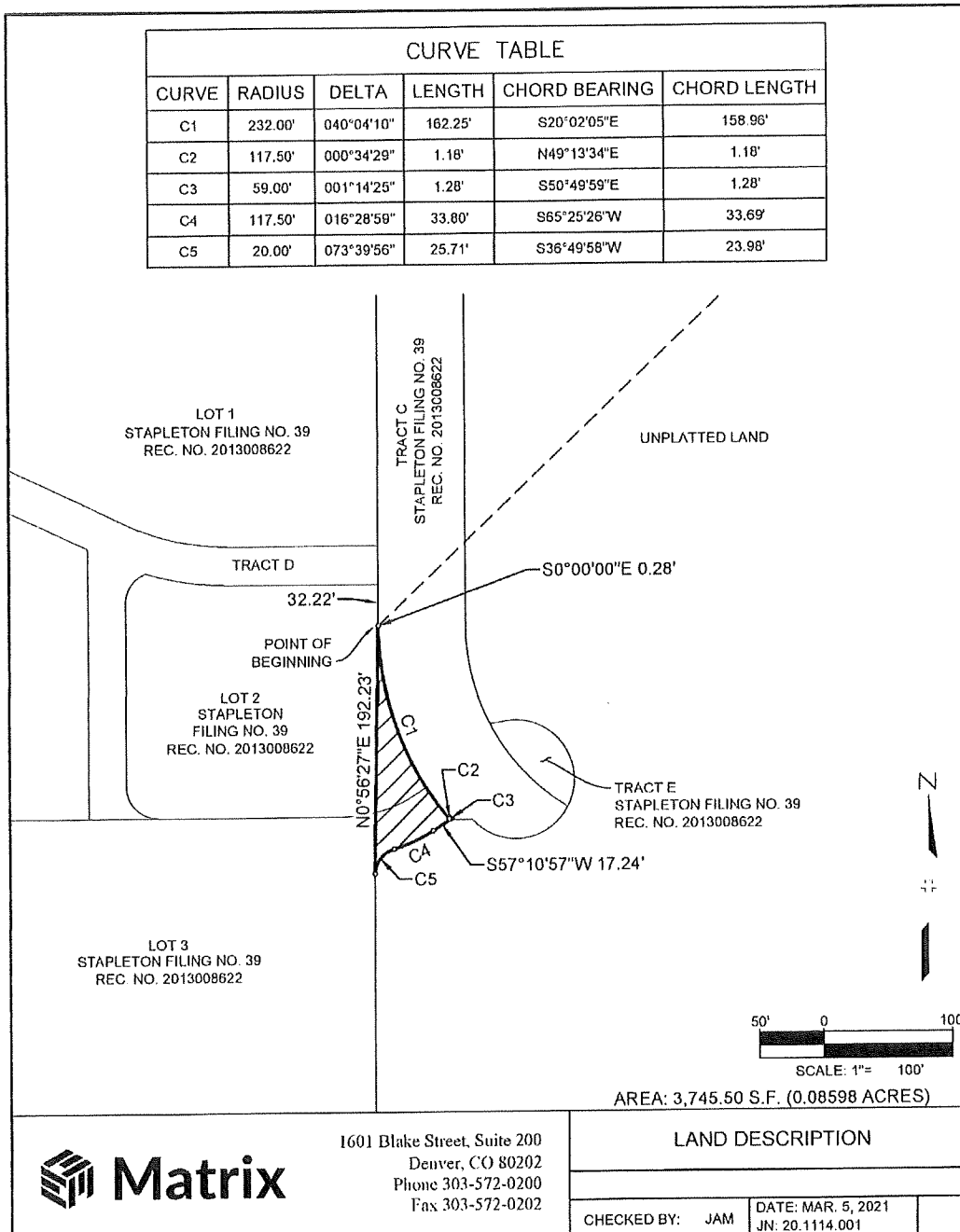
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

LAND DESCRIPTION	
CHECKED BY: JAM	DATE: MAR. 5, 2021
	JN: 20.1114.001

R:\20.1114.001 (Stapleton Light Industrial)\Survey\Legal Descriptions\Roadway descriptions\Drury Acquisition\Drury Acquisition_R1.dwg

EXHIBIT B

Depiction of the Acquisition Property



1601 Blake Street, Suite 200
 Denver, CO 80202
 Phone 303-572-0200
 Fax 303-572-0202

LAND DESCRIPTION

CHECKED BY: JAM DATE: MAR. 5, 2021
 JN: 20.1114.001

R:\20.1114.001 (Stapleton Light Industrial)\Survey\Legal Descriptions\Roadway descriptions\Drury Aquisition\Drury Aquisition_R1.dwg

EXHIBIT C

Legal Description of the Acquisition Property



Matrix Design Group, Inc.
1601 Blake Street, Suite 200
Denver, CO 80202
O 303.572.0200
F 303.572.0202
matrixdesigngroup.com

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTIONS OF LOTS 2 AND 3 AND TRACT C, STAPLETON FILING NO. 39 ACCORDING THE PLAT THEREOF RECORDED JANUARY 18, 2013 IN THE RECORDS OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER AT RECEPTION NO. 2013008622, SAID PARCEL LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 22 TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 22 TOWNSHIP 3 SOUTH RANGE 67 WEST MONUMENTED ON THE EAST END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "ZBS INC" "PLS 11434" "1991" AND ON THE WEST END BY A FOUND 2-1/2" ALUMINUM CAP IN A RANGE BOX STAMPED "ZBS INC" "PLS 11434" "1998", ASSUMED TO BEAR SOUTH 89°27'36" WEST A DISTANCE OF 2,639.37 FEET:

COMMENCE AT NORTH ONE-QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 46°35'01" WEST, A DISTANCE OF 2,203.60 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2 BEING ALSO THE WEST LINE OF TRACT C, STAPLETON FILING NO. 39, SAID POINT BEING 32.22 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE WESTERLY LINES OF TRACT C THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 0.28 FEET TO A 232.00 FOOT RADIUS TANGENT CURVE WHOSE CENTER BEARS EAST;
2. THENCE SOUTHERLY, COINCIDENT WITH SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 40°04'10", AN ARC DISTANCE OF 162.25 FEET TO THE NORTHWESTERLY LINE OF PARCEL 2A AS DESCRIBED IN WARRANTY DEED RECORDED DECEMBER 28, 2012 IN SAID RECORDS AT RECEPTION NO. 20121280048 AND A 117.50 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 40°29'11" WEST;;

THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE AND NORTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 00°34'29" AN ARC DISTANCE OF 1.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2A AND A 59.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 39°47'14" EAST;

THENCE SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE AND EASTERLY LINE OF PARCEL 2A, THROUGH A CENTRAL ANGLE OF 01°14'25" AN ARC DISTANCE OF 1.28 FEET;

THENCE SOUTH 57°10'57" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 2A, A DISTANCE OF 17.24 FEET TO THE EASTERLY LINE OF LOT 3, STAPLETON FILING NO. 39 AND A TANGENT 117.50 FEET FOOT RADIUS CURVE WHOSE CENTER BEARS NORTHWESTERLY;

THENCE ALONG THE EASTERLY LINES OF SAID LOT 3 THE FOLLOWING TWO COURSES:

1. THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 16°28'59" AN ARC DISTANCE OF 33.80 FEET TO A 20.00 FOOT RADIUS REVERSE CURVE;
2. THENCE SOUTHWESTERLY, ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 73°39'56" AN ARC DISTANCE OF 25.71 FEET;

EXHIBIT C

Legal Description of the Acquisition Property



THENCE NORTH 00°56'27" EAST A DISTANCE OF 192.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION YIELDS A CALCULATED AREA OF 3,745.50 SQUARE FEET (0.08598 ACRES), MORE OR LESS AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



JEFFREY A. MILLER, PLS 38467
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.
1601 BLAKE STREET, SUITE 200
DENVER, CO 80202
PH. (303)572-0200

EXHIBIT D

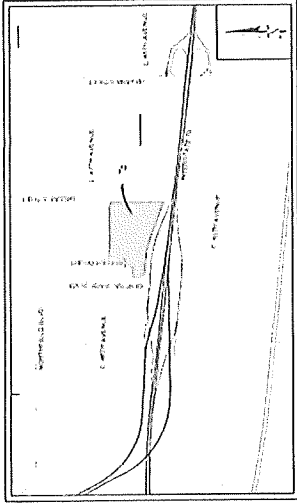
The Plat

CENTRAL PARK FILING NO. 62

A REPLAT OF LOTS 2 AND 3 AND TRACTS C AND E, STAPLETON FILING NO. 38, TOGETHER WITH A PORTION OF UNPLATTED LAND ALL LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 3

ATTORNEY'S CERTIFICATE
I, the undersigned, being a duly qualified and admitted attorney at law in the State of Colorado, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Colorado.



SUBSCRIBER'S CERTIFICATE
I, the undersigned, do hereby certify that I am a resident of the State of Colorado and that I am the owner of the above described land and that I have executed the above described plat for the purpose of replating the same.

OWNER
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed the above described plat for the purpose of replating the same.

APPROVALS
I, the undersigned, being a duly qualified and admitted attorney at law in the State of Colorado, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Colorado.

OWNER
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LEGAL DESCRIPTION
The above described land is situated in the Northwest One-Quarter of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado. The land is divided into lots and tracts as shown on the attached plat.

ACKNOWLEDGMENT
I, the undersigned, do hereby certify that I am the owner of the above described land and that I have executed the above described plat for the purpose of replating the same.

APPROVALS
I, the undersigned, being a duly qualified and admitted attorney at law in the State of Colorado, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Colorado.

OWNER
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Matrix logo and other small text at the bottom right corner.

EXHIBIT F

The Drury Property Point of Access

