

**Attachment A**  
**(to Intergovernmental Agreement)**  
**Form of License Agreement**

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (the “Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

### RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Town and the District entered into that certain Intergovernmental Agreement between the Town of Columbine Valley and Wild Plum Metropolitan District, dated as of \_\_\_\_\_, 2017 (the “IGA”); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the definitions given to them in the Service Plan and the IGA, and such definitions are incorporated herein by reference; and

WHEREAS, pursuant to the IGA, the Town agreed to grant the District a license to permit the District to operate and maintain the Open Space (as defined herein) within the District and desires to hereby grant said license.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. The Town hereby grants a non-exclusive license (the “License”) to the District, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Town’s property located in the County of Arapahoe, State of Colorado, as is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”) for the management, operation, maintenance, repair, and rehabilitation of the open space located thereon (the “Open Space”) in accordance with and pursuant to the IGA, the terms of which are incorporated herein by reference.

2. This Agreement and License shall be effective upon the Effective Date and shall continue in force and effect in perpetuity for so long as (a) the District maintains the Open Space such that there is no trail connectivity to any facility and/or trail system owned, operated, or maintained by the South Suburban Parks and Recreation District; (b) there are no parking lots installed in, upon, or adjacent to the Town Open Space; and (c) the District’s maintenance of the Open Space is consistent with the terms and provisions of the IGA; provided, however, that this Agreement and License may be terminated by the Town for convenience upon sixty (60) days’

notice to the District or for cause, immediately upon the occurrence of any condition or event set forth in subsections (a), (b), and (c) hereof.

3. The License is subject to all other easements, rights-of-way and other property interests of record on the Premises.

4. The Town reserves the right to grant further interests in the Premises so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Agreement by the District, its successors and permitted assigns, as described herein, such determination to be made by the Town in its reasonable discretion.

5. The District shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance obligation with respect to the Open Space. The District shall comply with all the fire and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Open Space during the term of this Agreement.

6. The District, at its sole cost and expense, shall restore the surface, to the extent reasonably practicable, of the Premises and repair all damage to other installations of the Town or third parties within or under the Premises that are disturbed, disrupted or damaged by District or its employees or third parties authorized by District. Failure to do so after ten (10) days' notice to the District shall, without more, grant to the Town, in addition to such other remedies as the Town may have available hereunder or under law, the right to engage in "self-help" actions to accomplish the restoration or repair required.

7. In the event the Town is required to enter the Premises to repair or maintain the Open Space to protect the integrity of the Open Space, the District shall be liable to the Town for all such costs incurred by or on behalf of the Town.

8. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the management, operation, maintenance, repair, and rehabilitation of the Open Space. It is specifically agreed that, except as provided in this License, the Town shall not take any action which would impair the lateral or subjacent support for the Open Space.

9. The District further covenants and agrees it shall utilize the Premises for the purposes set forth herein and for no other purpose and shall not use the Premises or permit it to be used for purposes prohibited by applicable federal, state, or local laws.

10. The Town and its duly authorized representatives, employees, and agents have the right to enter upon the Premises at any time for the purpose of inspecting the Open Space, making surveys and to do such other acts and things as it deems necessary for the protection of its interest therein, provided such entry and activities do not interfere with the rights granted to the District hereunder.



11. The District shall keep all of the Premises and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or supplies used or furnished for or in connection with any operations of the District, any alteration which the District may make or permit or cause to be made, or any work or construction by, for, or permitted by the District on or about the Premises, or any obligations of any kind incurred by the District, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Town and all of the Premises against all such liens and claims of liens and suits or other proceedings pertaining thereto.

12. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this Agreement or the License provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

13. The District shall secure and maintain for the term of this Agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Indemnitees from claims of personal injury, death, or property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

14. If the District is in default of any of the provision hereof, the Town shall provide written notice of said default to the District. The District shall have thirty (30) days to cure the default unless otherwise agreed to by the parties. If the District fails to cure the default within the time period provided, the Town shall be entitled to immediately terminate the License and may enter into the Premises, or any part thereof to terminate the interest of the District or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, and the Premises may be utilized by



the Town at the Town's discretion.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

17. This Agreement may not be assigned by either party without the prior written consent of the other party.

18. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

19. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

20. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

21. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

**[The remainder of this page left intentionally blank.]**

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

**WILD PLUM METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF COLUMBINE VALLEY,  
COLORADO**

By: \_\_\_\_\_  
Richard Champion, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk



**EXHIBIT A**  
**(to License Agreement)**

Description of the Premises

Tracts K, L, M and N, Wild Plum Final Plat, recorded in the Office of the Clerk and Recorder for Arapahoe County, Colorado, on \_\_\_\_\_, 2017 at reception number \_\_\_\_\_.

Exhibit I  
Overlap Consent Resolution from Southwest Metropolitan Water and Sanitation District

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RESOLUTION NO. 2017-7-1

SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT

ARAPAHOE, DOUGLAS AND JEFFERSON COUNTIES, COLORADO

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**A RESOLUTION CONSENTING TO THE ORGANIZATION OF THE WILD  
PLUM METROPOLITAN DISTRICT**

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**WHEREAS**, Section 32-1-107(2), C.R.S., provides that no special district may be organized wholly or partly within an existing special district providing the same services; and

**WHEREAS**, Section 32-1-107(3)(b)(IV), C.R.S., provides that an overlapping special district may be authorized to provide the same service as the existing special district if, among other requirements, the Board of Directors of the existing special district consents to the overlapping special district providing the same service; and

**WHEREAS**, the territory set forth on Exhibit A (as attached hereto and incorporated herein by this reference) (the "Property") is located entirely within the boundaries of the Southwest Metropolitan Water and Sanitation District ("Southwest"); and

**WHEREAS**, the Property constitutes the proposed boundaries of the Wild Plum Metropolitan District ("Metro District"); and

**WHEREAS**, the boundaries of the Metro District and Southwest overlap; and

**WHEREAS**, Southwest provides water and sanitation services to areas within and without its boundaries; and

**WHEREAS**, the proponents of the proposed Metro District desire to include within its Service Plan the power to finance, construct and/or acquire certain potable water and sanitary sewer facilities to be constructed both within and without the Property, which facilities shall thereafter be transferred and conveyed to Southwest for future operation, maintenance, repair and replacement; and

**WHEREAS**, upon conveyance of said water and sanitary sewer facilities and final acceptance thereof by Southwest, the Metro District shall not be empowered to provide water and/or sanitation services and facilities to the Property, which services and facilities shall be provided by Southwest; and

**WHEREAS**, the proponents of the Metro District have requested the consent of Southwest to the overlap so that the Metro District may provide for the financing, acquisition and/or construction of certain potable water and sanitary sewer facilities as more particularly described in its Service Plan; and

**WHEREAS**, on the terms and conditions set forth below, Southwest is willing to consent to the Metro District's limited overlapping powers as more particularly described herein and in the Metro District's Service Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Southwest Metropolitan Water and Sanitation District that:

**Section 1.** Pursuant to Section 32-1-107(3)(b)(IV), C.R.S., Southwest hereby consents to the Metro District having authority to provide for the acquisition and construction of certain potable water and sanitary sewer facilities, as more particularly described in the Metro District's Service Plan, which facilities shall ultimately be owned, operated and maintained by Southwest upon completion and final acceptance thereof by Southwest.

**Section 2.** This consent is granted upon the express condition that Section V. A. of the Service Plan is amended to state that the District's powers and authority is also subject to the limitations set forth in an intergovernmental agreement entered into between the District and the Southwest Metropolitan Water and Sanitation District.

**Section 3.** This consent is further conditioned upon the express condition that the following paragraph be added to Section V. B. (5) of the District's Service Plan:

In addition to any other limitation contained herein the District's potable water and sanitary sewer service authority and power shall be subject to the following limitations:

(a) Under no circumstance shall the District operate, maintain, repair or replace any potable water, transmission, or distribution facility or any sanitary sewer collection facility from and after the date the potable water and sanitary sewer facilities contemplated in this Service Plan are conveyed to and finally accepted by Southwest Metropolitan Water and Sanitation District, subject to whatever continuing warranty obligations may exist with respect to said facilities;

(b) The District shall not provide, finance, construct, acquire, operate, maintain, repair or replace any sanitary sewer or potable water facilities or related improvements that duplicate or in any way interfere with any improvements, facilities or services that the Southwest Metropolitan Water and Sanitation District provides or may hereafter provide;



(c) The District shall not interfere with the ability of Southwest to implement or enforce its rules and regulations, policies, and engineering standards and specifications, including but not limited to Southwest's regulation that provides for termination or shut off of a customer's water and/or sanitary sewer service in the event of any nonpayment of any bill or violation of any Southwest rule or regulation. In the event of a conflict between the Southwest Metropolitan Water and Sanitation District's rules and regulations, policies, and engineering standards and specifications and those of the District, Southwest's shall control;

(d) The organization of the District shall not in any way interfere with or otherwise adversely affect the imposition or collection of any Southwest rate, fee, toll, charge or property tax, including specifically any rates, fees, tolls, charges, or taxes that are imposed within the area of the Southwest Metropolitan Water and Sanitation overlapped by the District. Further, any lien that the Southwest Metropolitan Water and Sanitation District has or may have in the future for any reason, including but not limited to nonpayment of rates, fees, tolls, or charges shall have priority over any lien imposed by the District;

(e) At such time as all potable water and sanitary sewer improvements contemplated by this Service Plan have been completed, transferred to and finally accepted by the Southwest Metropolitan Water and Sanitation District, the District's potable water service authority and sanitary sewer service authority shall terminate and be of no further force and effect except as to the limited irrigation services contemplated by the Service Plan;

(f) The District shall not provide written notice to the Town pursuant to Sections 32-1-207(2) and 32-1-207(3)(b), C.R.S., without concurrently providing a copy of such notice to Southwest;

(g) Failure of the District to comply with any of the limitations set forth in this paragraph 5 shall be deemed a material modification of the Service Plan. All potable water and sanitary sewer facilities and improvements together with all easements and rights of way therefor that are to be transferred and conveyed to Southwest shall be so transferred and conveyed in full compliance with all Southwest requirements, including but not limited to Southwest's process for conditional and final acceptance. All easements shall be in a form acceptable to Southwest;

(h) Nothing herein contained shall relieve the Developer of any of its obligations and duties owed to Southwest under any agreement Developer has entered into with Southwest, including but not limited to any agreement and application for extension of water and/or sanitary sewer mains; and

(i) As long as the District possesses water and sewer service authority it shall not expand or otherwise include additional property within its territorial boundaries without Southwest's prior written consent.

(j) All limitations contained in the Resolution adopted by the Southwest Metropolitan Water and Sanitation District consenting to the organization of the District, a copy of which is attached hereto as Exhibit H.

(k) Nothing herein shall be construed as a limitation on the power and ability of the Metro District to provide irrigation services to Metro District owned and/or maintained landscape and open space improvements, or to own and/or operate surface stormwater collection, transmission, retention or detention facilities, as either are permitted under this Service Plan

**Section 4.** The consent herein granted is further expressly contingent upon the Metro District and Southwest entering into an intergovernmental agreement in the form attached hereto as Exhibit B and incorporated herein by this reference at the Metro District's organizational meeting.

ADOPTED this 28<sup>th</sup> day of July, 2017.

SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT

By: 

Anthony M. Dursey, President

Attest:

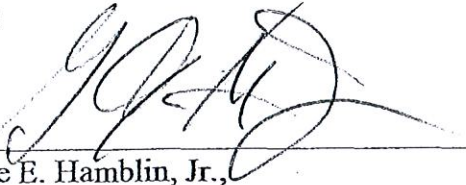
  
George E. Hamblin, Jr.,  
Secretary/Treasurer



EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

A TRACT OF LAND IN SOUTH 1/2 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 LOCATED IN THE NEVADA DITCH, 6 FEET WEST FROM CENTER OF NORTHEAST 1/4 OF SAID SECTION 30, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER OF SAID DITCH 1440 FEET, MORE OR LESS, TO CORNER NUMBER 2, THE POINT OF INTERSECTION OF CENTERLINE OF SAID DITCH WITH SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 30, SAID CORNER NUMBER 2 BEING 468 FEET, MORE OR LESS, WEST FROM SOUTHWEST CORNER OF SOUTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, THENCE EAST ALONG SOUTH LINE 1158.6 FEET MORE OR LESS TO CORNER NUMBER 3, THENCE NORTH 1320 FEET TO CORNER NUMBER 4, THENCE WEST 676.5 FEET, MORE OR LESS, TO CORNER NUMBER 1, THE PLACE OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 2:

NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN LYING EAST OF THE NEVADA DITCH, COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 3:

A TRACT OF LAND IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, A PIN WITH CAP LS 9872,

THENCE SOUTH 00 DEGREES 49 MINUTES 17 SECONDS WEST 975.96 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4 TO THE TRUE POINT OF BEGINNING,

THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) THENCE SOUTH 83 DEGREES 44 MINUTES 02 SECONDS EAST, 27.77 FEET,
2) THENCE SOUTH 78 DEGREES 50 MINUTES 11 SECONDS EAST, 76.98 FEET,
3) THENCE SOUTH 83 DEGREES 20 MINUTES 28 SECONDS EAST, 15.55 FEET,
4) THENCE SOUTH 84 DEGREES 48 MINUTES 12 SECONDS EAST, 7.57 FEET,
5) THENCE NORTH 88 DEGREES 09 MINUTES 37 SECONDS EAST, 7.72 FEET,
6) THENCE NORTH 79 DEGREES 57 MINUTES 55 SECONDS EAST, 23.11 FEET,
7) THENCE NORTH 57 DEGREES 36 MINUTES 54 SECONDS EAST, 17.48 FEET,
8) THENCE NORTH 61 DEGREES 58 MINUTES 24 SECONDS EAST, 6.84 FEET,
9) THENCE NORTH 41 DEGREES 02 MINUTES 15 SECONDS EAST, 6.33 FEET,
10) THENCE NORTH 35 DEGREES 52 MINUTES 22 SECONDS EAST, 7.67 FEET,
11) THENCE NORTH 27 DEGREES 32 MINUTES 55 SECONDS EAST, 7.67 FEET,
12) THENCE NORTH 19 DEGREES 51 MINUTES 32 SECONDS EAST, 7.74 FEET,
13) THENCE NORTH 15 DEGREES 08 MINUTES 46 SECONDS EAST, 7.72 FEET,
14) THENCE NORTH 05 DEGREES 54 MINUTES 46 SECONDS EAST, 6.66 FEET,
15) THENCE NORTH 01 DEGREES 16 MINUTES 12 SECONDS WEST, 6.96 FEET,
16) THENCE NORTH 04 DEGREES 23 MINUTES 46 SECONDS EAST, 6.73 FEET,
17) THENCE NORTH 16 DEGREES 55 MINUTES 18 SECONDS WEST, 8.77 FEET,
18) THENCE NORTH 43 DEGREES 25 MINUTES 18 SECONDS EAST, 172.41 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE NEVADA DITCH,

THENCE ALONG THE CENTERLINE OF THE NEVADA DITCH THE FOLLOWING EIGHT (8) COURSES:

- 1) THENCE SOUTH 37 DEGREES 58 MINUTES 45 SECONDS EAST, 79.24 FEET
2) THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, 88.46 FEET
3) THENCE SOUTH 15 DEGREES 04 MINUTES 07 SECONDS EAST, 26.93 FEET
4) THENCE SOUTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 38.95 FEET
5) THENCE SOUTH 53 DEGREES 40 MINUTES 23 SECONDS WEST, 126.61 FEET
6) THENCE SOUTH 53 DEGREES 02 MINUTES 34 SECONDS WEST, 262.80 FEET
7) THENCE SOUTH 73 DEGREES 18 MINUTES 03 SECONDS WEST, 41.76 FEET
8) THENCE SOUTH 55 DEGREES 21 MINUTES 10 SECONDS WEST, 79.16 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4,

THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST, 289.36 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING AND AREA OF 104.283 ACRES, (4,542,589 SQUARE FEET), MORE OR LESS.



1529 MARKET STREET
SUITE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT BOUNDARY

DATE: 11/28/2016

SCALE: 1" = 500'

BY: JJC



**EXHIBIT B**

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Southwest Metropolitan Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, (“Southwest”) and the Wild Plum Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, (“Metro District”), collectively referred to herein as the “Parties”.

**RECITALS**

**WHEREAS**, the Metro District was organized to provide those services and to exercise powers as more particularly set forth in the Metro District’s Service Plan dated \_\_\_\_\_, 2017 as approved by the Board of Trustees of the Town of Columbine Valley, Colorado on \_\_\_\_\_ by Resolution No. \_\_\_\_\_ (the “Service Plan”); and

**WHEREAS**, the Service Plan makes reference to and requires the execution of an Intergovernmental Agreement between Southwest and the Metro District; and

**WHEREAS**, Southwest and the Metro District have determined it to be in the best interest of their respective taxpayers, residents and property owners to enter into this Agreement.

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

**COVENANTS AND AGREEMENTS**

1. **Application of Southwest Rules and Regulations.** The Metro District hereby acknowledges that the property within its boundaries shall be subject to all of the rules, regulations, procedures, requirements, engineering standards, and specifications of Southwest, including without limitation, all rules, regulations, engineering standards and specifications relating to the provision of water and sanitary sewer service and the construction of water and sanitary sewer facilities. In the event of a conflict between Southwest’s rules, regulations, policies, requirements, engineering standards and specifications, and those of the Metro District, Southwest’s shall control.

2. **Limited Water and Sewer Service Authority.** As regards potable water and sanitary sewer service authority, the Metro District hereby agrees and acknowledges that it is organized for the limited purpose of financing, acquiring, and constructing certain potable water and sanitary sewer facilities for ultimate transfer and conveyance to



Southwest. Except for the limited period of time between completion of construction and final acceptance by Southwest, the Metro District is not intended to have the authority to operate, maintain, repair or replace any potable water or sanitary sewer facilities, nor is the Metro District intended to construct, finance or acquire any potable water or sanitary sewer facilities outside its boundaries except as specifically necessary to serve the needs of the Metro District community.

3. **Termination of Authority.** Except for the Metro District's limited irrigation service authority, the Metro District's power and authority to finance, construct and/or acquire potable water and sanitary sewer service facilities shall automatically terminate at such time as the Metro District has dedicated and conveyed to Southwest the potable water and sanitary sewer facilities contemplated by this Service Plan and the same have been finally accepted by Southwest. Nothing herein contained, however, shall preclude or prevent Southwest from enforcing any rights Southwest has against the Metro District under any application and agreement for extension of mains or any other agreement entered into between Southwest and the Metro District.

4. **Priority of Rules and Regulations.** The Metro District hereby agrees that the rules, regulations, policies, procedures, engineering standards and specifications of Southwest pertaining to the provision of potable water and sanitary sewer service and facilities shall supersede and have priority over those, if any, of the Metro District. Further, in the event of a conflict between the rules, regulations, policies, procedures, requirements, standards and specifications of Southwest and those of the Metro District, Southwest shall control.

5. **Rates and Charges.** The Metro District shall not in any way interfere with or otherwise preclude or prevent Southwest from enforcing and collecting any rate, fee, toll, charge or property tax, including but not limited to any rates, fees, tolls, charges or taxes that are imposed within the area of Southwest overlapped by the Metro District. Any lien that Southwest has for any reason, including but not limited to, non-payment of rates, fees, tolls or charges shall have priority over any lien imposed by the Metro District.

6. **Inclusion of Territory.** As long as the Metro District possesses potable water and sanitary sewer service authority, even of the limited nature specified herein, it agrees that it shall not expand or otherwise include additional property within its boundaries without Southwest's prior written consent.

7. **Service Plan.** The Metro District hereby agrees to comply with and/or perform, as appropriate, the provisions of subparagraphs (a) through (i) as set forth in Section V of the Metro District's Service Plan, which subparagraphs are hereby incorporated into this Agreement by this reference.

8. **Amendment.** This Agreement may be amended, modified, changed or terminated in whole or in part only by a written Agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

9. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunction or other appropriate relief including damages, as may be available according to the laws and statutes of the State of Colorado.

10. **Third Party Beneficiaries.** Except as otherwise stated herein, this Agreement is intended to describe the responsibilities and rights of and between the named parties and is not intended to and shall not be deemed to confer any rights upon any person or entity not named as a Party.

11. **Assignability.** Other than as specifically provided for in this Agreement, neither Southwest nor the Metro District shall assign their rights or delegate their duties hereunder without the prior written consent of the other Party.

12. **Successors and Assigns.** Subject to paragraph 10 above, this Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT

By: \_\_\_\_\_  
Anthony M. Dursey, President

Attest:

\_\_\_\_\_  
George E. Hamblin, Jr.,  
Secretary/Treasurer

WILD PLUM METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Attest:

---

Secretary

Exhibit J  
Overlap Consent Resolution from South Suburban Parks and Recreation District



**RESOLUTION 2017-015 OF  
THE BOARD OF DIRECTORS OF  
SOUTH SUBURBAN PARK AND RECREATION DISTRICT  
A RESOLUTION CONSENTING TO  
THE ORGANIZATION AND OVERLAP OF  
WILD PLUM METROPOLITAN DISTRICT  
IN THE TOWN OF COLUMBINE VALLEY, COLORADO**

WHEREAS, South Suburban Park and Recreation District ("South Suburban") is a special district operating pursuant to Section 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, Section 32-1-107(2), C.R.S., provides that no special district may be organized wholly or partly within an existing special district providing the same service unless certain requirements are met; and

WHEREAS, Section 32-1-107(3)(b)(IV), C.R.S., provides that an overlapping special district may be authorized to provide the same service as the existing special district if, among other requirements, the board of directors for the special district consents to the overlapping special district providing the same service; and

WHEREAS, upon organization of the proposed Wild Plum Metropolitan District (the "District"), the boundaries of the District and South Suburban will overlap; and

WHEREAS, upon organization, the improvements and services to be provided by the District will be limited to those provided for in its Service Plan, and it has been represented to South Suburban that the proposed improvements will not duplicate or interfere with any services, improvements or facilities already constructed or planned to be constructed within South Suburban or services to be provided by South Suburban; and

WHEREAS, South Suburban desires to evidence its consent to the organization and overlap of the District, whose boundaries overlap with the boundaries and services of South Suburban.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH SUBURBAN PARK AND RECREATION DISTRICT:

That, pursuant to Section 32-1-107(3)(b)(IV), C.R.S., South Suburban hereby consents to the organization and overlap of the District subject to the provisions recited below:

1. The District shall only fund, construct, operate, and maintain those park and recreation improvements and services as provided for in its Service Plan, which shall be limited to open space, landscaping and trail improvements constructed and operated in collaboration with the Town of Columbine Valley.
2. None of the public improvements contemplated in the District's Service Plan or actually constructed by the District, including but not limited to any and all park and recreation improvements, shall be conveyed to, owned, operated, or


A RESOLUTION CONSENTING TO THE ORGANIZATION AND OVERLAP OF WILD PLUM METROPOLITAN DISTRICT IN THE TOWN OF COLUMBINE VALLEY, COLORADO

maintained by South Suburban, and South Suburban shall not have any such obligation related thereto, unless and until otherwise expressly agreed to in writing by South Suburban.

This Resolution Consenting to the Organization and Overlap of Wild Plum Metropolitan District is PASSED, APPROVED, AND ADOPTED this 26<sup>th</sup> day of July, 2017 by the Board of Directors of the South Suburban Park and Recreation District,

by a vote of 4 for and 0 against.

South Suburban Park and Recreation District, by

  
John K. Ostermiller, Chairman

ATTEST:

  
Pamela M. Eller, Secretary



**KING & ASSOCIATES** INC.  
Market, Feasibility And Economic Analysis For The Real Estate Industry

**WILD PLUM  
METROPOLITAN DISTRICT  
MARKET ANALYSIS**

*PREPARED FOR:*  
WILD PLUM METROPOLITAN DISTRICT

*PREPARED BY:*  
KING & ASSOCIATES, INC.-  
11492 WEST CIMARRONA PEAK  
LITTLETON, CO 80127  
303.333.3834

AUGUST 2017



EXECUTIVE SUMMARY

Summary

- Development planned in Wild Plum Metropolitan District includes 95 single-family detached homes priced from \$1 to \$2 million.
  - The project includes 84 interior lots (SFD A – 51 homes, SFD B – 33 homes) with homes priced from \$1 to \$1.15 million.
  - Planned development also includes 11 custom lots with an average estimated home price of \$2 million.
- From 2017 - 2025, positive demographic growth is projected in metro Denver and the trade area.
- Employment has increased steadily in the metro Denver region since 2010 and continued job growth is forecast at a rate of 2.4% annually through 2025.

Residential Market Trends and Forecast

- Activity in the metro Denver residential real estate market has increased significantly over the past several years.
- Single-family new home construction in metro Denver (including the trade area) has increased by nearly 155%, with building permits increasing from 9,564 homes in 2010 to 24,392 in 2016.
- Building activity in the combined Columbine Valley and Littleton jurisdictions have increased significantly from 6 permits in 2012 to 551 permits in 2016.
- Current year (2017) building permits total 10,899 units (through May) in metro Denver and 133 building permits (through June) have been issued in the Columbine Valley and Littleton jurisdictions.
- In Columbine Valley, there are two primary active projects, Willowcroft and Wilder Commons.
- Wilder Commons has absorbed 8 of 24 lots and Willowcroft will reach build-out by year-end with homes under construction on eight remaining lots.
- Other competitive projects near the District include: Sterling Hills 7000's (Northern Douglas County), Marvella (Centennial), Heritage Hills (Lone Tree) and Montane (Morrison).

Project Assessment

- Planned development in the District totals 95 high-end, single-family detached homes with forecasted average absorption equaling 19 units per year from 2019 through 2023.
- The average value of new homes constructed in the District is estimated to range from \$1 to \$2 million per unit.
- The project location can essentially be classified as an infill site since nearly all large-tracts of surrounding land have been developed.
- Infill projects area have consistently registered strong sales rates and typically command higher new home prices and higher absorption rates compared within non-infill, projects located in outlying suburban areas in the metro area.

- The District has an excellent location near major employment centers, regional shopping and recreation areas.
- The District is also located near major transportation routes (Santa Fe Drive, C470) and nearby C/D light rail line.
- District residents can choose to join Columbine Country Club, which is a high-end private club located in Columbine Valley.
- The District is located in the Littleton School District, which is one of the higher rated school districts in the State.
- CalAtlantic Homes is the primary homebuilder in the District and is one of the largest homebuilders in the nation (ranked 15<sup>th</sup> largest homebuilder in the United States in 2015).
- King & Associates, Inc. has reviewed the absorption forecast for the District and believes it reasonable given review and assessment of regional and trade area residential housing market conditions.
- King & Associates, Inc. further believes the absorption forecast is reasonable in consideration of new home prices anticipated in the District ranging from \$1 to \$2 million per home.

PURPOSE & SCOPE

Wild Plum Metropolitan District, which is located in the Town of Columbine Valley (“Columbine Valley”), Arapahoe County, Colorado, has retained King & Associates, Inc. to assess feasibility and new home pricing involving residential development in the Wild Plum Metropolitan District (District).

Residential development planned in the District has been measured against current and anticipated real estate market conditions metro Denver (Denver County and Arapahoe County) as well as a prescribed trade area. Real estate demand and supply factors have been reviewed and include among others: demographic trends and forecasts as well as market supply and demand trends.

DEVELOPMENT  
PROGRAM &  
PROJECT STATUS

There are 95 single-family detached homes planned for development in Wild Plum Metropolitan Districts. Lot development was started in the summer of 2017 and new home construction (vertical construction) in the Districts will begin in 2018. Projected absorption of 95 homes planned in the District is anticipated over a five-year period from 2019 through 2023 and equaling average absorption of approximately 19 homes per year. Three price points are expected for homes developed in the District depending on lot size and location. There are 51 SFD A (single-family detached A) homes planned for construction on interior lots, with an anticipated average price of \$1.15 million. Also planned for construction on interior lots are 33, SFD B (single-family detached B) homes with an average price of \$1 million. The third category of residential development planned in the District includes 11 custom homes with an estimated average price of \$2 million. The following table summarizes absorption and pricing in the Districts.

Wild Plum Metropolitan District  
Absorption Projection and Pricing Information

Year	Avg. Price	2019	2020	2021	2022	2023	Total
SFD A	\$1.15 M	9	12	12	12	6	51
SFD B	\$1.0 M	13	18	2			33
Custom Lots	\$2.0 M	4	6	1			11
<b>Total</b>		<b>26</b>	<b>36</b>	<b>15</b>	<b>12</b>	<b>6</b>	<b>95</b>

Source: Wild Plum Metropolitan District.

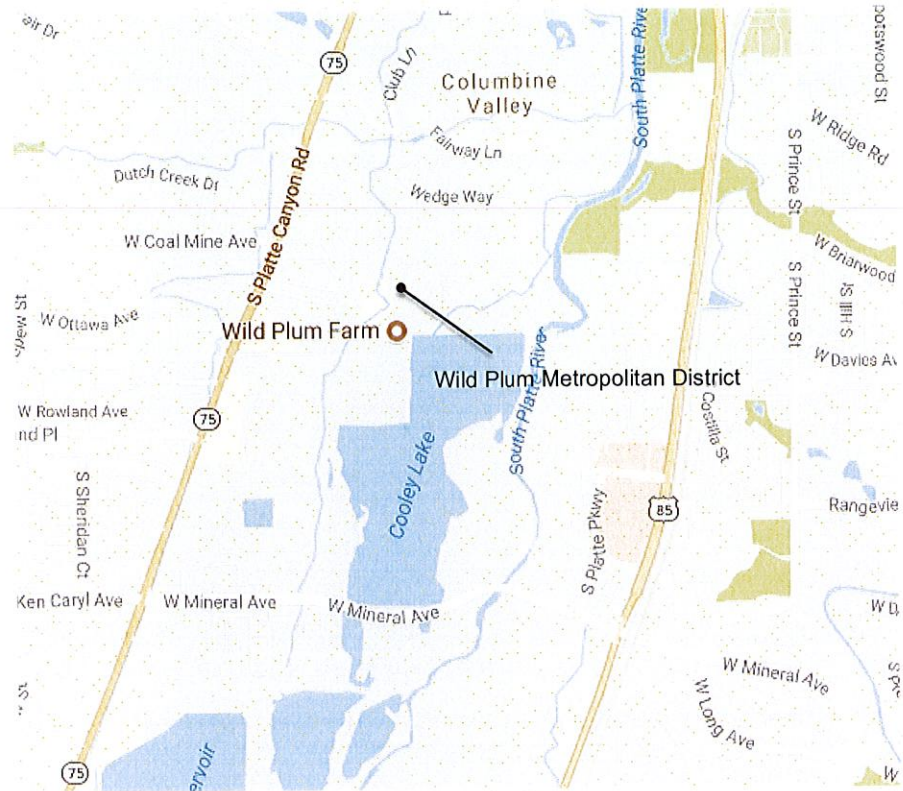
Note: Custom Lots will be constructed by custom homebuilders, CalAtlantic will construct homes on interior lots.



DEVELOPMENT AREA

Wild Plum Metropolitan District is located at the approximate southwest corner of W Bowles Ave and South Platte Canyon Road, in the southeast portion of the Town of Columbine Valley, Colorado.

Wild Plum Metropolitan District – Project Locator Map



Source: Wild Plum Metropolitan District.

PROJECT TRADE  
AREA

A trade area has been identified to analyze market supply and demand factors that relate to residential development District. The trade includes a geographic area within a 10-mile radius of the District. The trade area considers the area in which the majority of potential buyers of new homes planned for development in the District currently reside.

DEMOGRAPHICS

Demographic trends and forecasts are presented for metro Denver as well as trade area through 2025. Information presented includes population, households and average household size information. Demographic trends and forecasts, particularly those relating to households, provide a basis for forecasting housing demand.

Metro Denver Demographics

Population

- Population in metro Denver was just over 2.4 million in 2000.
- Current population (2015) in the metro area is estimated at 3.1 million.
- Since 2010, population has increased by an average of 55,561 residents per year, reflecting a 1.91% annual growth rate.
- Metro Denver population is forecast to reach 3.5 million by 2025, increasing by 50,435 residents per year and reflecting an average annual growth rate of 1.50%.

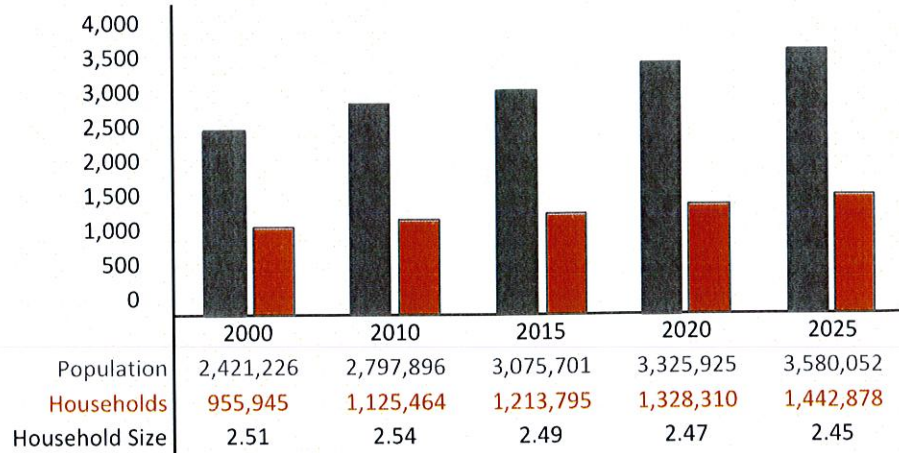
Households

- The number of metro Denver households equaled 955,945 in 2000.
- The current number of households in the metro area (2015) is approximately 1.2 million.
- From 2010 to 2015, the number of metro area households increased by 17,666 per year, reflecting a 1.52% average annual growth rate.
- Metro area households are projected to increase by 22,908 per year with the overall number of households reaching nearly 1.4 million by 2025.
- The average annual household growth rate during the forecast period equals 1.7%.

Household Size

- Metro Denver average household size decreased from 2.51 to 2.49 from 2000 to 2015.
- Average household size in the metro area is projected at 2.45 by 2025.
- The following graphic presents metro Denver demographic trends and forecasts.

Metro Denver - Population Trends and Forecasts



Source: Colorado Department of Local Affairs, King & Associates, Inc.

Note: Population and household scale in thousands.

Trade Area Demographics

Population

- Trade area population was 744,105 in 2000 and increased to 791,685 in 2010.
- Current population (2017) in the trade area is estimated at 872,144.
- Since 2010, population in the trade area has increased by an average of 11,494 residents per year, reflecting a 1.39% annual growth rate.
- Trade area population is forecast to reach 970,908 by 2025, increasing by 12,346 residents per year and reflecting a 1.35% average annual growth rate.

Households

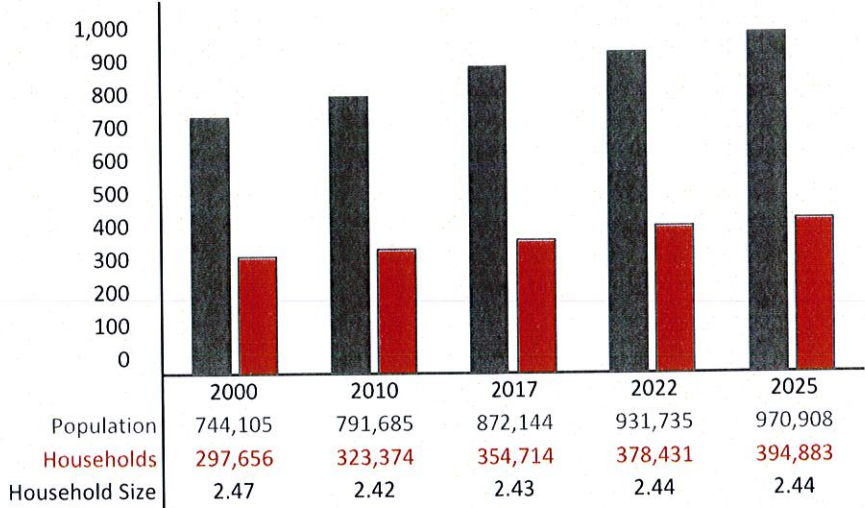
- The number of households in the trade area increased from 297,656 in 2000 to 323,374 in 2010.
- From 2010 to 2017, the number of households in the trade area increased to 354,714, reflecting growth of 4,477 households per year and a corresponding annual growth rate of 1.33%.
- The number of households in the trade area is projected to reach 394,883 by 2025, equaling growth of 5,021 households per year and a corresponding 1.35% average annual growth rate.

Household Size

- The average household size in the trade area increased from 2.42 to 2.43 from 2010 to 2017.
- Average household size in the trade area is forecast to increase to 2.44 by 2025.
- The following table presents demographic trends and forecasts for the trade area from 2000 through 2025.



Trade Area – Demographic Trends & Forecast



Source: ESRI, King & Associates, Inc.

## EMPLOYMENT

Employment trends in the Denver / Aurora, MSA (Metropolitan Statistical Area) have been reviewed over the past several years, including overall employment levels, job growth and unemployment rates. Employment trends and forecasts are indicators of residential housing demand.

### Employment Trends

- Since 2010, employment growth in the Denver/Aurora, MSA (does not include the Boulder / Longmont, MSA) has increased steadily.
- In 2010, Denver/Aurora, MSA employment stood at 1.19 million.
- At year-end 2016, metro area employment had increased to 1.43 million, equaling growth of 40,000 jobs per year or an increase of 3.1% annually from 2010.
- During 2017, continued growth has been registered in the Denver/Aurora, MSA, with employment reaching 1.46 million through September.
- This represents an increase of 29,000 jobs during the past year when comparing employment levels in June 2017 with same period employment in June 2017.

### Unemployment Trends

- The unemployment rate in the Denver / Aurora, MSA has trended downward the past several years.
- In 2010 the unemployment rate was 8.7%.
- The unemployment rate in the Denver / Aurora, MSA as of year-end 2016 was 3.1% and the current (June 2017) unemployment rate stands at just 2.3%.
- The following table and chart present employment and unemployment trend information for the Denver / Aurora, MSA.

Denver / Aurora, MSA Employment Trends (in 000's)

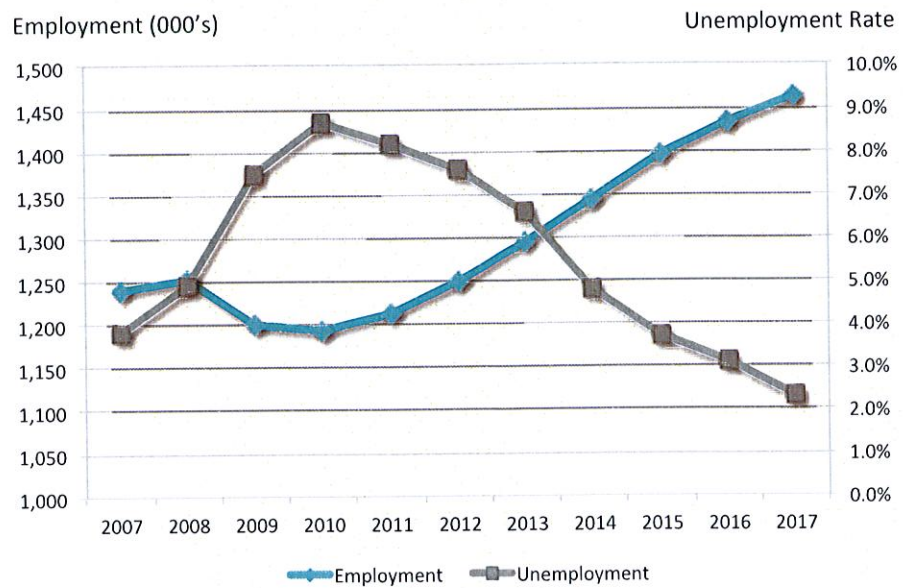
Year	Employment	Change		Unemployment
		Numeric	Percent	Rate
2000	1,211			2.6%
2010	1,194	-6	-0.52%	8.7%
2011	1,214	20	1.70%	8.2%
2012	1,249	35	2.90%	7.6%
2013	1,296	47	3.74%	6.6%
2014	1,344	48	3.72%	4.8%
2015	1,397	53	3.97%	3.7%
2016	1,434	36	2.60%	3.1%
2017	1,463	29	2.04%	2.3%

Source: Bureau of Labor Statistics, King & Associates, Inc.

Notes:

1. Data reflects non-seasonally adjusted, wage and salary employment.
2. Employment and unemployment data through June 2017.
3. Numeric and percent employment increase for 2017 compares June 2016 with June 2017.

Denver / Aurora, MSA, Employment & Unemployment Trends Graphic



Source: King & Associates, Inc.



Employment Forecasts

- The Colorado Division of Labor and Employment has completed employment forecasts for counties and statistical areas in the State of Colorado.
- The most recent forecast for the Denver / Aurora, MSA extends from a base year of 2015 to 2025, during which time employment is projected to increase from approximately 1.5 million to 1.9 million.
- During the ten-year period, employment is forecast to increase by approximately 40,000 jobs per year or by a rate of 2.4% annually.
- The following table presents forecast employment for the Denver / Aurora, MSA from 2015 to 2025.

Denver / Aurora, MSA Employment Trends

Year	2015	2025
Employment	1,494,070	1,895,738
<i>Annual change</i>		
Numeric		40,167
Percent		2.41%

Source: Colorado Division of Labor and Employment.  
 Note: Forecast reflects total employment, which is higher than wage and salary employment data presented in the previous table.

METRO DENVER AND  
TRADE AREA RESIDENTIAL  
MARKET TRENDS

This section of the report discusses residential market supply and demand trends for metro Denver and the trade area with respect to building permits as well as sales of existing homes (resale market).

Residential Building Permits

Building permit trends are a leading indicator of housing supply and demand and data for metro Denver and the trade area is presented along with data for Columbine Valley. Building permits specific to the trade area were not available and in place, permit data for Arapahoe County is presented.

Metro Denver

- Building permit trends are a leading indicator of housing supply and demand within metro Denver and the trade area.
- Denver metro residential building permits have increased by 155% since 2012.
- In 2012, 9,564 building permits were issued in the Denver metro area and the number of building permits increased to 24,392 in 2016.
- Single-family attached building permits increased from 918 units in 2012 to 2,943 in 2016, representing a 34% increase per year.
- Single-family attached building activity has jumped significantly (57%) during the current year, comparing 1,484 permits issued through May of 2017 with 947 same period permits issued in 2016.
- The single-family attached market segment also includes condominiums, which represent a segment of the metro area housing market that has registered limited development activity due to construction defects litigation over the past several years (see following note).
- Metro area single-family detached building permits have also increased successively in each year; growing from 5,406 in 2012 to 9,222 in 2016.
- During the current year, single-family detached building activity has increased by 9%, comparing 4,220 permits issued through May of 2017 with 3,891 permits issued during the same period in 2016.
- Apartment building activity has increased from 3,240 units permitted in 2012 to 12,227 units in 2016.
- Through May of the current year (2017), there have been 5,195 apartment permits issued in metro Denver, an increase (53%) from the 3,394 same-period permits issued in 2016.

Arapahoe County

- Absent specific available data, Arapahoe County building permit data has been used to measure residential development trends in the trade area.
- Since 2012, Arapahoe County residential building permits have increased by 171% with 1,717 permits issued in 2012 and 4,660 in 2016.
- Current year (May 2017) building permits in the County total 1,500 units.
- This represents a decrease (-38%) in building activity during the past year when permits issued through May 2016 totaled 2,403 units and is the

result of fewer multi-family permits issued through the first five months of 2017.

- Permits for single-family detached homes reflect the majority (52%) of permits issued in Arapahoe County since 2012.
- A significant number of multi-family units have been constructed in Arapahoe County over the past several years.
- Multi-family permits have averaged nearly 1,400 units per year from 2012 through 2016, accounting for 50% of total permits issued during the past five years.
- Single-family attached permits have averaged 18 units per year and accounting for just 1% of all permits issued from 2012 through 2016

#### Columbine Valley / Littleton

- Building activity in Columbine Valley and Littleton has varied over the past five years but overall has increased since 2012.
- In 2012, just 6 residential building permits were issued, compared to 489 in 2014, 305 permits in 2015 and 551 permits in 2016.
- The sharp increase in building permits is attributable to the Littleton Village project, which is a mixed-use redevelopment project that was started in the city in 2012.
- During the current year (2017), there have been 133 single family building permits issued in Columbine Valley / Littleton through May, which is a 60% increase from the 80 permits that were issued through May of 2016.
- The following table presents building permit trends for metro Denver, Arapahoe County and the combined jurisdictions of Columbine Valley and Littleton.



**Building Permit Trends**

**Metro Denver, Arapahoe County and Columbine Valley / Littleton**

Location / Year	2012	2013	2014	2015	2016	2017
<b>Metro Denver</b>						
Detached	5,406	6,671	7,541	8,652	9,222	4,220
Attached	918	1,278	1,667	2,078	2,943	1,484
Apartments	3,240	4,237	8,449	8,901	12,227	5,195
<b>Total</b>	<b>9,564</b>	<b>12,186</b>	<b>17,657</b>	<b>19,631</b>	<b>24,392</b>	<b>10,899</b>
<b>Arapahoe County</b>						
Detached	955	1,206	1,258	1,679	2,016	1,239
Attached	16	18	8	39	8	43
Apartments	746	1,836	631	1,112	2,636	218
<b>Total</b>	<b>1,717</b>	<b>3,060</b>	<b>1,897</b>	<b>2,830</b>	<b>4,660</b>	<b>1,500</b>
<b>Columbine Valley and Littleton</b>						
Detached	6	7	61	98	201	133
Multi-family	0	0	428	207	350	0
<b>Total</b>	<b>6</b>	<b>7</b>	<b>489</b>	<b>305</b>	<b>551</b>	<b>133</b>

Source: United States Census Bureau, Town of Columbine Valley building department.

**Notes:**

1. 2017 data for metro Denver and Arapahoe County through May.
2. 2017 data for Columbine Valley / Littleton through April.
3. Building permit data for Arapahoe County is inclusive of data for Columbine Valley and city of Littleton.

**Construction defects note:**

Over the past several years, project developers and building contractors have been the focus of class action lawsuits involving construction defects, brought forth by homeowner's associations of recently completed (particularly condominiums) residential projects. Because of this trend, developers, contractors and lenders have been extremely hesitant to construct new single-family attached projects in the State of Colorado. Very few condominium units have been permitted in the metro Denver area over the past seven years. To fill demand for single-family attached homes, apartment project development has increased significantly. The State of Colorado Legislature passed a construction defects bill during the 2017 spring legislative session, which should result in increased development of single-family attached housing.

Existing (Resale) Single Family Detached Home Sales

- Existing single-family detached home sales also provide an indication of residential market supply and demand trends.
- Data for the Arapahoe County and Denver County market areas are provided, which includes Columbine Valley.
- Active listings (inventory) and sales rates (demand) of existing homes indicate potential sales and demand in the new home market segment.
- In 2016, 16,171 homes were sold in the Arapahoe County and Denver County markets which is essentially unchanged from the 16,025 sales during 2015.
- Through June 2017, sales totaled 7,806 homes and represent an increase from the 7,669 homes that were sold during the same period in 2016.
- From 2015 through June 2017, the average price of homes has increased (17%) from approximately \$418,286 to \$490,216.
- The number of active listings (supply) has varied from a year-end level of 688 homes in 2015, 671 in 2016 and 2,062 units as of June 2017.
- Typically active listing increase during the summer selling season, which explains the increase in active listings as of June 2017.
- The real estate industry uses the term “months supply of inventory” (unsold inventory) to describe the relationship between existing home sales rates and the number (inventory) of active listings in a given geographic market area.
- This statistic indicates the number of months it would take to sell all homes listed for sale at a given point in time (active listings) based on recent average sales rates.
- It is generally held that declining unsold inventory (months supply) trends are a positive indicator of housing market strength.
- Months supply of inventory at year-end in the combined Arapahoe and Denver County areas have dropped from 1.4 in 2015 to 0.85 in 2016.
- The current supply of inventory in Arapahoe County and Denver County have increased slightly to 1.3 as of June 2017 but continues to verify strong demand for existing homes (and indirect new home demand) in the Arapahoe County and Denver County market areas.
- The following table highlights re-sale market trends in the Arapahoe County and Denver County market areas.

Combined Arapahoe County and Denver County  
Resale Housing Market Trends

Year	2015	2016	2017
Average price	\$418,286	\$453,015	\$490,216
Existing home sales (YTD)	16,025	16,171	7,806
Average sales per month	1,335	1,347	1,301
Active listings	688	671	2,062
Months Supply	1.4	0.85	1.3

Source: Colorado Association of Realtors. Note: 2017 data through June.

**METRO DENVER HOUSING  
DEMAND FORECAST**

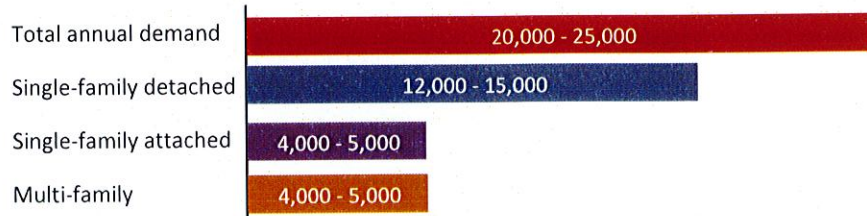
Housing demand has been forecast for metro Denver and the trade area from 2016 through 2025. The forecast is based on projected average annual household growth and assumes that new households will create equivalent demand for new housing units.

**Metro Denver**

- Previously, demographic trends and forecasts were presented for metro Denver extending from 2016 through 2025 and during this period metro area household growth was projected to average 22,908 per year.
- Assuming that each new household formed will create equivalent demand for new housing units, demand is projected to range from 18,000 to 25,000 units annually in the metro area.
- Additionally, demand has been segmented according to single-family detached, attached and multi-family unit types.
- The demand allocation is based closely on previously presented building permit trend averages in metro Denver over the past several years.
- During the 2016 – 2025 forecast period, demand for single-family detached homes is projected at 12,000 to 15,000 units annually, with attached and multi-family unit demand ranging from 4,000 to 5,000 units per year.
- The following table presents forecast housing demand for metro Denver and segmented demand by housing unit type.

**Metro Denver**

**Overall and Segmented Annual Housing Unit Demand**



Source: King & Associates, Inc.



TRADE AREA RESIDENTIAL  
MARKET TRENDS

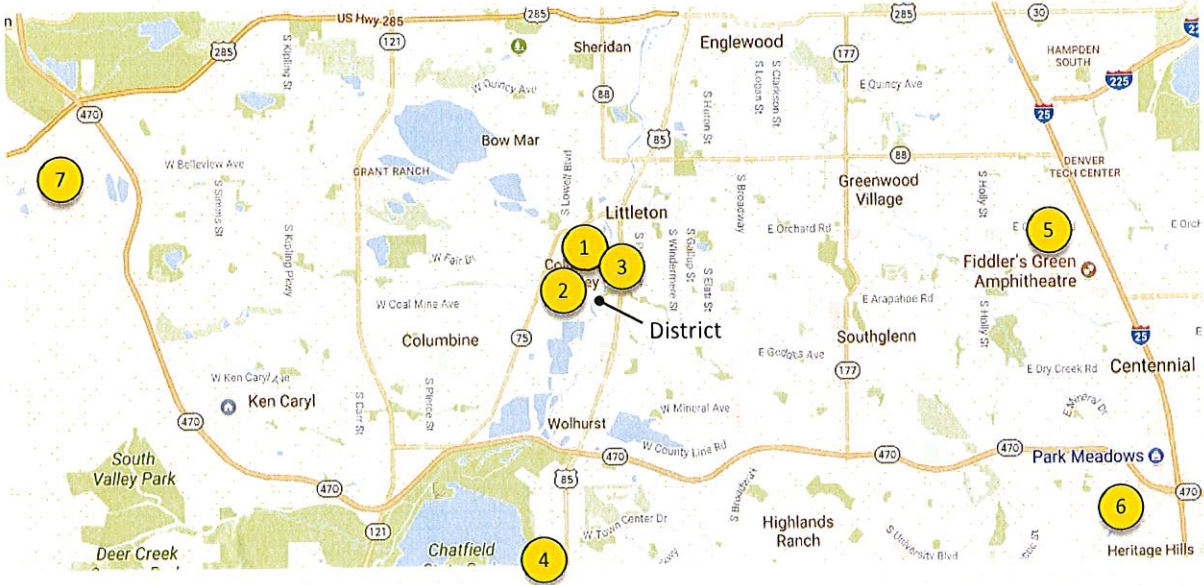
This section presents new home sales information for competitive projects in the trade area.

Competitive Projects

- Development activity within the trade area has been reviewed, focusing on competitive residential projects within the vicinity of the district.
- Residential development in the Town of Columbine Valley has included three primary projects over the past few years: Willowcroft Manor, Wilder Lane, and Brookhaven.
  - Brookhaven has reached build out.
  - Willowcroft has registered strong sales activity and will reach build-out by the end of 2017.
  - Wilder Commons is the newest project in the Town and also has registered strong sales during the first half of 2017.
- Development status for competitive projects in Columbine Valley:
  - Willowcroft – 41 platted lots, 33 homes constructed and 8 homes are under construction (6 homes with vertical construction and 2 with completed foundations).
  - Wilder Commons – 24 platted lots, 5 homes constructed and sold, 3 lots sold with building permits issued or homes under construction.
  - Brookhaven – 26 platted lots. Homes constructed and sold on all lots.
- New home prices in Columbine Valley range from approximately \$700,000 to \$1.9 million.
  - Willowcroft – \$700,000 - \$900,000.
  - Wilder Commons – \$900,000 - \$1.2 million.
  - Brookhaven – \$1 - \$1.9 million.
- Other projects in the trade area where building permits have been issued in 2017 include:
  - Sterling Ranch (7000s are competitive with homes planned in district) – 36 platted lots and 6 building permits issued. 6 homes have been built and sold.
  - Marvella – 73 platted lots and 49 building permits issued. 36 homes have been built and sold.
  - Heritage Hills – 28 platted lots and 28 permits issued. No homes yet completed or sold.
  - Montane – 108 platted lots. Unable to get information about building permits, the number of homes constructed and homes sold.
- New home prices in the trade area range from approximately \$800,000 to \$1.5 million.
  - Sterling Ranch 7000s - \$800,000 – \$1.1 million.
  - Marvella - \$850,000 - \$1.5 million.
  - Heritage Hills - \$1 million - \$1.8 million.
  - Montane - \$900,000 - \$1.8 million.
- In addition to residential development in the trade area, there are four competitive projects located either outside of the trade area or that are considered less competitive to homes planned in the District.
  - Whispering Pines Estates – (Aurora, Colorado).

- Luxe Stapleton – (Denver, Colorado).
- Backcountry - Water Dance Collection – (Highlands Ranch, Colorado).
- Stepping Stone – (Parker, Colorado).
- The price of homes in the four projects outside of trade area range from \$600,000 to \$1.5 million.
  - Whispering Pines Estates – \$750,000 - \$1.2 Million.
  - Luxe Stapleton – \$900,000 – \$1.2 Million.
  - Backcountry - Water Dance Collection – \$700,000 - \$900,000.
  - Stepping Stone – \$600,000 - \$900,000.

Project Locator Map



Source: King & Associates, Inc.

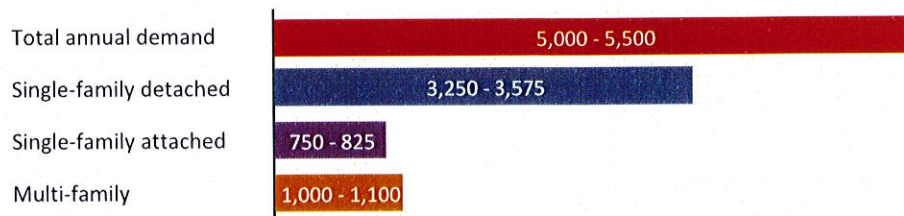
- Map Key:
1. Willowcroft.
  2. Wilder Commons.
  3. Brookhaven.
  4. Sterling 7000s.
  5. Marvella.
  6. Heritage Hills.
  7. Montane.

TRADE AREA HOUSING  
DEMAND FORECAST

This section of the report provides a housing demand forecast for the trade area that extends from 2016 through 2025. The forecast addresses overall demand as well as demand for single-family detached and attached homes.

- Similar to the metro Denver housing demand forecast, trade area housing demand has been projected based on household growth projections.
- As previously presented, formation of approximately 5,000 households per year is forecasted in the trade area from 2016 through 2025.
- As with the metro Denver forecast, it is assumed that each new household formed within the trade area will prompt equivalent housing unit demand.
- Based on these assumptions, trade area housing demand is forecast to range from 5,000 to 5,500 units annually.
- The trade area demand forecast assumes a wide demand range that considers potential variation in the region's housing market and economy.
- Categorized demand has also been projected for the trade area based on recent residential development trends.
  - Single-family detached demand – 3,250 to 3,575 per year.
  - Single-family attached demand – 750 to 825 per year.
  - Multi-family demand – 1,000 to 1,100 per year.
- The following graphic outlines projected housing demand for the trade area.

Trade Area  
Overall and Segmented Annual Housing Unit Demand



Source: King & Associates, Inc.



PROJECT AND PRICE  
ASSESSMENT

This section of the report provides a project assessment that addresses planned development in the District. Additionally, discussion is provided addressing anticipated new home prices in the District.

Absorption Forecast

- There are 95 single-family detached homes planned for development in the District, including 84 interior lots (SFD A – 51 homes, SFD B – 33 homes) and 11 lots planned for custom homes.
- The project developer anticipates absorption of over a five-year period from 2019 through 2023 with average absorption of approximately 19 homes per year.

Absorption Assessment

- The absorption forecast for the 95 homes planned in the District extends over a three-year period, with average absorption of 19 homes per year.
- Residential development planned in the District involves upper-end, single-family detached homes priced from \$1 million to \$2 million.
- The District will capture homebuyers from the trade area as well as a from the greater metropolitan Denver area.
- Development planned in the District can essentially be classified as an infill project since nearly all large-tracts of surrounding land have been developed.
- Infill projects have consistently registered strong sales rates and typically command higher new home prices compared within non-infill, suburban located projects within the metropolitan Denver area.
- The District has an excellent location near major employment centers (downtown Denver and the south I-25 employment corridor), regional shopping (Streets of Southglenn, Aspen Grove, Park Meadows) and recreation areas (south Platte River park / trail, Chatfield State Park, Jefferson County Open Space Parks).
- District residents can also choose to join the Columbine Country Club a high-end club adjacent to the District.
- The District is located in the Littleton School District, which is one of the higher rated school districts in the State.
- The District is also located near major transportation routes (Santa Fe Drive, C470) and nearby light rail line (Littleton Station).
- CalAtlantic Homes is the primary homebuilder in the District and is one of the largest homebuilders in the country (ranked 15<sup>th</sup> largest homebuilder in the United States in 2015).

New Home Price Assessment –Districts

- Prices for single-family detached new homes planned in the District are anticipated to range from \$1 to \$2 million.
- Specifically, there are three price points planned in the District with homes constructed on interior lots ranging in price from \$1 to \$1.15 million and custom homes with an average price of \$2 million.

- Projected new home prices for interior lots planned in the District are comparable with upper-end, new homes currently for sale in Columbine Valley and the trade area.
- Custom homes in the District (11 units) will have an average price of \$2 million.
- Although at the high end of the new home price spectrum in the metro area, the few (11 units) custom homes planned in the District will capture homebuyers that are evaluating housing choices within a small number of communities within the trade area.

SUMMARY, FINDINGS &  
PROJECT ASSESSMENT

Summary

- Development planned in Wild Plum Metropolitan District includes 95 single-family detached homes priced from \$1 to \$2 million.
  - There are 84 interior lots (SFD A – 51 homes, SFD B – 33 homes) with homes priced from \$1 to \$1.15 million.
  - Also included are 11 custom lots with an anticipated average home price of \$2 million.
- From 2017 - 2025, positive demographic growth is projected in metro Denver and the trade area.
- Employment has increased steadily in the metro Denver region since 2010 and continued job growth is forecast at a rate of 2.4% annually through 2025.

Residential Market Trends and Forecast

- Activity in the metro Denver residential real estate market has increased significantly over the past several years.
- Single-family new home construction in metro Denver (including the trade area) has increased by nearly 155%, with building permits increasing from 9,564 homes in 2010 to 24,392 in 2016.
- Building activity in the combined Columbine Valley and Littleton jurisdictions have increased significantly from 6 permits in 2012 to 551 permits in 2016.
- Current year (2017) building permits total 10,899 units (through May) in metro Denver and 133 building permits (through June) have been issued in the Columbine Valley and Littleton jurisdictions.
- In Columbine Valley, there are two primary active projects, Willowcroft and Wilder Commons.
- Wilder Commons has absorbed 8 of 24 lots and Willowcroft will reach build-out by year-end with new homes under construction on eight remaining lots.
- Other competitive projects near the District include: Sterling Hills 7000's (Northern Douglas County), Marvella (Centennial), Heritage Hills (Lone Tree) and Montane (Morrison).

Project Assessment

- Planned development in the District totals 95 high-end, single-family detached homes with a forecast average absorption equaling 19 units per year from 2019 through 2023.
- The average value of new homes constructed in the District is estimated to range from \$1 to \$2 million per unit.
- The project location can essentially be classified as an infill site since nearly all large-tracts of surrounding land have been developed.
- Infill projects have consistently registered strong sales rates and typically command higher new home prices compared within non-infill, suburban located projects within the metropolitan Denver area.
- The District has an excellent location near major employment centers (downtown Denver and the south I-25 employment corridor), regional



shopping (Streets of Southglenn, Aspen Grove, Park Meadows) and recreation areas (south Platte River park / trail, Chatfield State Park, Jefferson County Open Space Parks).

- District residents can also choose to join Columbine Country Club.
- The District is located in the Littleton School District, which is one of the higher rated school districts in the State.
- The District is also located near major transportation routes (Santa Fe Drive, C470) and the C / D light rail line.
- CalAtlantic Homes is the primary homebuilder in the District and is one of the largest homebuilders in the country (ranked 15<sup>th</sup> largest homebuilder in the United States in 2015).
- King & Associates, Inc. has reviewed the absorption forecast for the District and believes it reasonable given review and assessment of regional and trade area residential housing market conditions.
- King & Associates, Inc. further believes the absorption forecast is reasonable in consideration of new home prices anticipated in the District equaling \$1 to \$2 million per home.

## DISCLAIMER

King & Associates, Inc. has reviewed real estate market conditions in metro Denver, the trade area and Columbine Valley to assess and forecast absorption and valuation of planned residential development in the District. Readers of this report should understand that real estate market conditions are dynamic and that unforeseen factors can have a negative impact, sometimes materially, on market conditions in the region, trade area and the District. The findings and conclusion put forth within this report are based on information and market conditions as of its date and should not be interpreted as a guarantee of performance within the District. Further, King & Associates, Inc. has based its assessment and conclusions pertaining to projected development plans and actions provided by the project developer. To the degree that development plans in the District change, projected absorption timing and rates may also be impacted as well.



# Teleos

Management Group

July 28, 2017

Town of Columbine Valley Board of Trustees  
2 Middlefield Road  
Columbine Valley, Colorado 80123

Re: Wild Plum Metropolitan District

Board of Trustees,

Teleos Management Group ("Teleos") currently manages twelve special districts and nineteen homeowner associations in Colorado. Teleos has been in the management business since 2007, previously working in land development for twenty-four years.

In my capacity as District Manager, Teleos performs the following duties:

- Coordinate Board meetings, prepare notices for posting as required, posting for meetings, prepare and distribute Board meeting agendas, information, materials or documents referred to in the agenda, minutes and any other materials or documents, and act as "Recording Secretary" and prepare the minutes, unless otherwise advised.
- Monitor and maintain the status of the District's insurance coverage. Monitor and maintain position bonds for directors.
- Maintain the District's records, which are available for public inspection during regular business hours.
- Official repository for all mail and correspondence and respond to inquiries made by various officials, property owners, consultants.
- Make statutory filings, but not judicial filings, with the various State, County and City or Town officials, as required.
- Prepare and distribute quarterly reports to bondholders, if necessary.
- Monitor expenditures to preclude exceeding appropriated (budgeted) expenditures.
- Review payment of claims and process to District Accountant claims for approval at board meetings.
- Assist District Accountant in preparation of annual budget to comply with statutory and TABOR requirements.
- Prepare or assist in the preparation of supplementary budgets and accompanying documents, if required.
- Construction/Contract Oversight, including:
  - a) monitors and maintains insurance/bond requirements;



- b) support and assist District Construction Manager in monitoring and reporting per the Service Plan and other documents, if requested;
- c) oversee construction and maintenance contracts as directed by the Board.
- Assist the auditor in performing the annual audit to accomplish timely completion and filing.
- Monitor requirements pertaining to HB 1343 (Illegal Aliens).
- Perform other duties as required by the Board.

I have reviewed the Service Plan and Financial Plan for the Wild Plum Metropolitan District, and my observations at build out (2023) are as follows:

- Landscaping, including wetland maintenance and snow removal will cost the District approximately \$20,000 per year.
- Management/Administration will cost the District approximately \$8,000 per year.
- Legal/Accounting/Audit will cost the District approximately \$30,000 per year.
- Insurance will cost the District approximately \$5,000 per year.
- Utilities will cost the District approximately \$10,8000 per year.
- Treasurer Fees/Contingency/Election will cost the District approximately \$5,000 per year.

The proposed O&M mill levy of 10 mills is reasonable to operate the District.

Please let me know if you have any questions.

Regards,



Angela Elliott  
Teleos Management Group



## Request for Board of Trustee Action

- Date:** August 15, 2017
- Title:** Neese Landscape Easement –Lot 42, Willowcroft FDP
- Presented By:** Brent Kaslon, Assistant Planner
- Prepared By:** Brent Kaslon, Assistant Planner
- Purpose:** The purpose of this request is to allow for a landscape easement into Tract E which is owned by the Town of Columbine Valley and maintained by the Willowcroft HOA.
- This 10' easement, along the west side of Lot 42, would allow Mr. Neese (applicant/owner) to add landscaping and irrigation between the boundary of Lot 42 and the edge of the 50' Drainageway "D" drainage easement in Tract E. The purpose of the landscape area is to provide a buffer between the Neese's new proposed home on Lot 42 and the Willowcroft homes that have rear patios that will look into their yard and visa versa for the Neese's.
- Attachments:** Easement Document  
PowerPoint Presentation for Landscape Easement  
Request/Approval for Driveway Easement from Brookhaven HOA  
Proposed Site Plan  
Map of Surrounding Property Ownership/Maintenance
- Findings:** Town Staff (Planning, Engineering, and Town Attorney) have reviewed the request from the applicant and the supporting documents and exhibits. We also asked for review by the Willowcroft HOA. Based on this review, we are offering the following findings:
- The easement which is on Town of Columbine property and is outside of the existing drainage easement is currently un-landscaped except for the native grass (mostly weeds) that Taylor Morrison was intending to establish. Its current state of Tract E is not satisfactory to establishment standards as Taylor Morrison is still trying to get their landscape punch list complete. The proposed landscape easement will allow the applicant to take control of maintenance and add landscape that can help to screen the proposed driveway and garages for Lot 42 from the Willowcroft neighbors. Planning staff does not see an issue with the easement as proposed.
- Likewise, Town of Columbine Valley Engineering Staff have no objections to the easement. ICON did mention that the easement is close to the existing drainageway 'D' easement but is not likely to block flow. Since the proposed easement will include grading to occur near or in the existing floodplain, Engineering staff will require

a floodplain permit to be applied for and issued before the existing grade of the easement area could be changed.

Lastly, Town Staff referred the request to the Willowcroft HOA and they responded with an email stating:

Thanks for providing the info on this for my review. Taylor Morrison still controls the Board for the Willowcroft Manor HOA for a little bit longer. As the President of the Willowcroft HOA, I have no issues and support the requested easement approval between the Town, Debra and yourself.

**Staff Recommendations:**

Based on the finding, the staff recommends approval with the following conditions:

1. A Floodplain permit be applied for prior to any change of the current grade in the easement area.
2. Town staff will review the proposed landscape and irrigation plans prior to installation.

**Recommended Motion(s):**

“I move to approve the Landscape Easement as drafted, with the staff conditions as presented.”



## LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "Agreement") is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among THE TOWN OF COLUMBINE VALLEY ("Grantor") and JAY B. NEESE and DEBRA NEESE (collectively, "Grantees").

### Recitals

A. Grantor is the owner of Tract E, Willowcroft Manor pursuant to the Final Plat recorded December 23, 2013 at Reception No. D3151383 (Book 443, Page 68), Arapahoe County, Colorado (the "Grantor's Property").

B. Grantees intend to construct a new home on Lot 42, Willowcroft Manor, adjacent to Grantor's Property ("Lot 42") and Grantees will be responsible for maintenance of landscaping within Lot 42.

C. Grantor desires to grant to Grantees a non-exclusive, perpetual access easement over, under and across that 10' wide area owned by Grantor that is east of the existing drainage easement recorded at Reception No. A9083684 within the eastern edge of Grantor's Property as described and depicted in **Exhibit A** attached hereto and incorporated by reference (collectively, the "Easement Area") to adjust the grading where necessary to allow for proper drainage, install trees, shrubs and other plantings and the associated necessary irrigation and bark or mulch, (the "Landscape") and to maintain the existing native grass and control weeds in that portion of the Easement Area not landscaped, at Grantees' sole cost and expense to the same standard as the native grass areas within the remainder of Tract E of Willowcroft Manner.

NOW THEREFORE, in consideration of the recitals set forth above, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and made a part of this Agreement.

2. Grant of Non-Exclusive, Perpetual Easement.

(a) Grantor hereby grants, bargains, sells and conveys to Grantees, their contractors, agents, representatives, employees, successors, transferees and assigns, a non-exclusive, perpetual easement for the benefit of Grantees for the purpose of providing pedestrian access and the right to enter upon for the purpose of adjusting the grading where necessary to allow for proper drainage, planting, irrigating and, thereafter, maintaining, repairing, and/or replacing the Landscape over, across and within the Easement Area.

3. Grading Adjustments and Installation of Landscape. Grantees shall, at their sole cost and expense, make the necessary grading adjustments to provide for proper drainage and plant the Landscape within the Easement Area.

4. Maintenance, Repair and Reconstruction of Landscape. Grantees, at its expense, covenants and agrees to maintain, repair and replace the Landscape within the Easement Area consistent with the standards of the Willowcroft HOA. Notwithstanding the foregoing, in the event that the need for repair or replacement of the Landscape is caused by Grantor, its licensees, invitees, agents, representatives, successors or assigns any such damage shall be repaired or replaced by Grantor or the responsible party at such party's sole cost and expense.

5. Ownership. Grantor hereby warrants and represents to Grantees that it is the owner of record of Grantor's Property and the Easement Area and that it has full right, title and authority to create and convey the Easement provided for herein.

6. Covenants Running With the Land. The Parties hereby agree that the covenants and agreements set forth herein shall run with the land, shall be binding upon and inure to the benefit of their respective successors, transferees and assigns, and the Easement shall be appurtenant to, for the benefit of, and run with the title to the Grantor's Property, and all ongoing and future use or enjoyment thereof. This Agreement shall be recorded in the real property records of Arapahoe County, Colorado, and shall serve as notice to and shall be binding upon and inure to the benefit of the parties hereto and their successors, transferees and assigns.

7. Indemnity. To the fullest extent permitted by law, Grantees shall indemnify, defend and hold Grantor harmless from and against any and all claims, damages, liens (including, without limitation, mechanics' and materialmen's liens), losses, suits, actions, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of litigation) to the extent that such claims, liens, losses, suits, actions, judgment, liabilities, costs or expenses result from or are caused by the act or omission of Grantees in connection with its obligations hereunder and/or Grantees' use of the Easement Area.

8. Remedies Cumulative. The rights of the parties hereto shall be cumulative with and in addition to, and not exclusive of, any other remedies available to the parties at



law or equity (including, without limitation, specific performance) for any breach or default of their respective obligations hereunder. Notwithstanding the foregoing, no breach of this Agreement, shall entitle any party to cancel, rescind or otherwise terminate this Agreement. In the event of any litigation hereunder, the prevailing party in such litigation shall, in addition to all other available remedies, be entitled to an award of its reasonable attorneys' fees and expenses.

9. No Public Dedication. Nothing herein shall be deemed to be a present grant or dedication of any portion of the Easement to or for the general public, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed herein.

10. Notices. Any notice or demand permitted or required under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery or upon transmission by telecopier, or similar facsimile transmission device or by email transmission, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case transmitted or addressed as follows:

If to Jay B Neese and Debra Neese  
35 Brookhaven Lane  
Columbine Valley, CO 80123  
Email: [jbryanneese@gmail.com](mailto:jbryanneese@gmail.com)

If to The Town of Columbine Valley  
2 Middlefield Road  
Columbine Valley, CO 80123  
ATTN: Town Administrator  
Email: [townadministrator@columbinevalley.org](mailto:townadministrator@columbinevalley.org)

11. Entire Agreement; Prior Agreement. The parties hereto acknowledge that this Agreement sets forth their entire agreement and understanding with respect to the creation and operation of the Easement and that other than as set forth in this Agreement, no oral or other agreements, understandings, representations, or warranties exist with respect to the subject matter hereof.

12. No Waiver. In no event shall any failure by any party hereto to enforce any covenant or restriction contained in this Agreement be deemed a waiver of the right to enforce such covenant or restriction thereafter.

13. Severability. If any term or provision of this Agreement or its application to persons or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term or provision to persons or



circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14. Governing Law. The terms and provision of this agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR:

THE TOWN OF COLUMBINE VALLEY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

STATE OF COLORADO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

GRANTEES:

\_\_\_\_\_  
Jay B. Neese

\_\_\_\_\_  
Debra Neese

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2016, by Jay B. Neese and Debra Neese.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

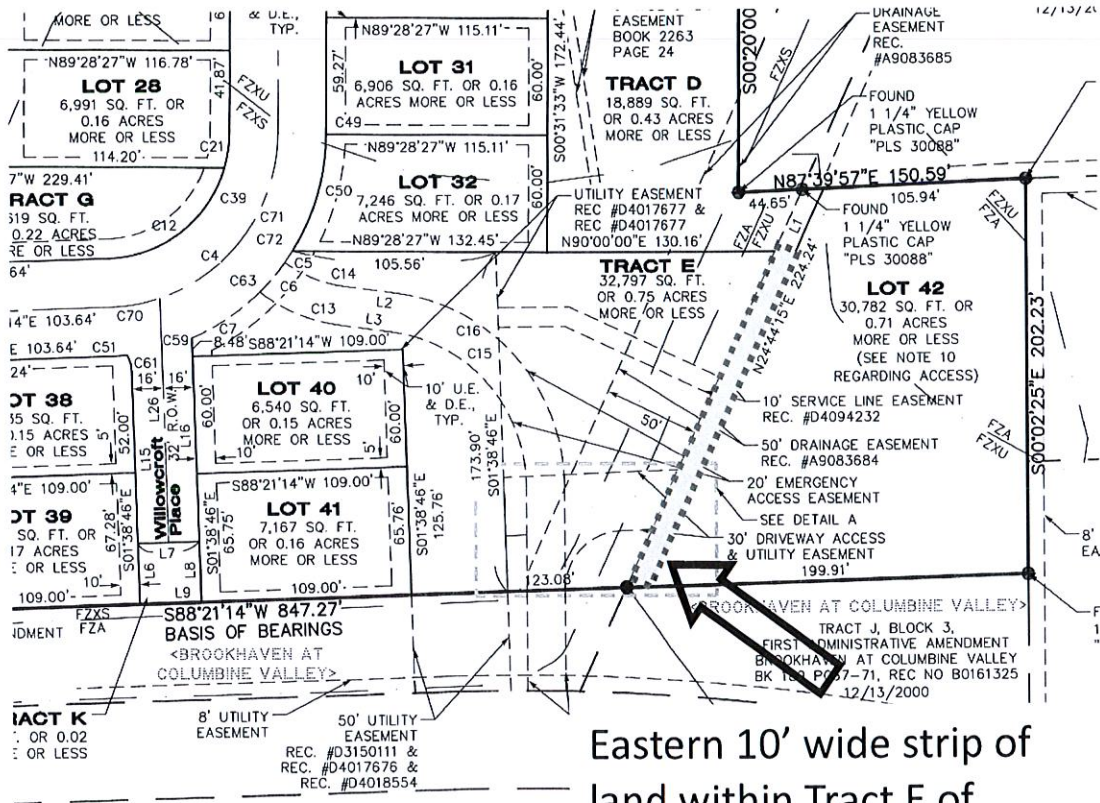
\_\_\_\_\_  
Notary Public

[SEAL]

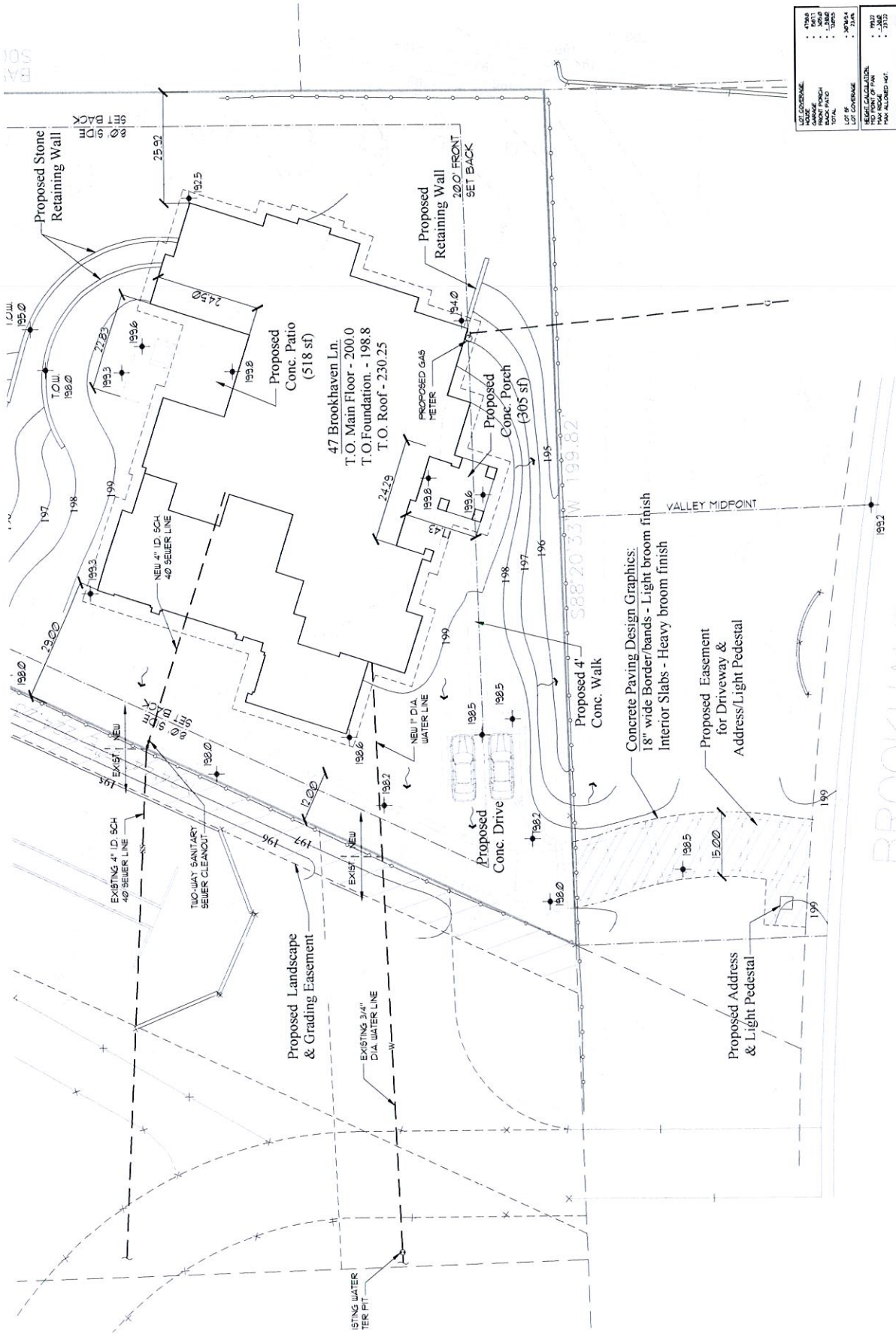


EXHIBIT A

A portion of Tract E, Willowcroft Manor  
Arapahoe County, Colorado



Eastern 10' wide strip of  
land within Tract E of  
Willowcroft Manor



SCALE: 1" = 10'-0"

PROPOSED DRIVE	1:100
PROPOSED PORCH	1:100
PROPOSED PATIO	1:100
PROPOSED WALK	1:100
PROPOSED WALL	1:100
PROPOSED EASEMENT	1:100
PROPOSED DRIVEWAY	1:100
PROPOSED ADDRESS	1:100
PROPOSED DRIVEWAY	1:100
PROPOSED ADDRESS	1:100
PROPOSED DRIVEWAY	1:100
PROPOSED ADDRESS	1:100
PROPOSED DRIVEWAY	1:100
PROPOSED ADDRESS	1:100
PROPOSED DRIVEWAY	1:100
PROPOSED ADDRESS	1:100

Partial Site Plan

BROOKHAVEN LANE

50' ROW

TRUE NORTH

47 Brookhaven Lane  
 Columbine Valley, Colorado 80123  
 LARSEN DEVELOPMENT COMPANY  
 Denver, Colorado 80210  
 1561 S Broadway, Suite 102  
 T 720.223.5488 F 303.265.9816

Owner: Willowcroft Manor  
 15 Brookhaven Lane  
 Denver, Colorado 80210

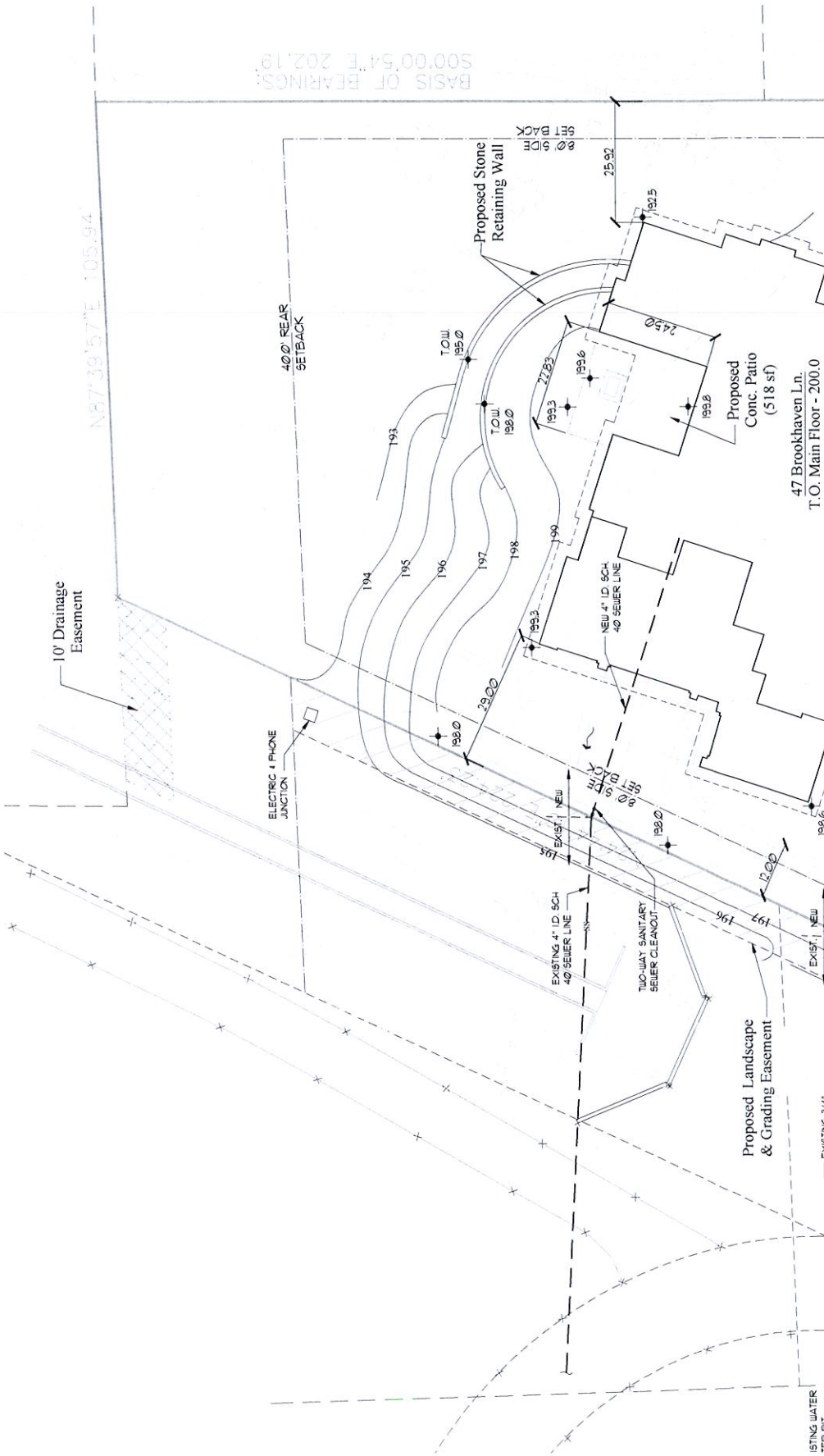
DATE: June 21, 2017  
 PROJECT SET: July 6, 2017  
 ACC: July 12, 2017  
 REV: July 25, 2017

SHEET NAME: Site Plan / Grading Plan  
 SHEET NUMBER: SP/GP

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:  
 2015 INTERNATIONAL RESIDENTIAL CODE  
 CODE COMPLIANCE

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF LARSEN DEVELOPMENT COMPANY. THEY ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LARSEN DEVELOPMENT COMPANY.

BASIS OF BEARINGS:  
500°00'54"E 202.19'

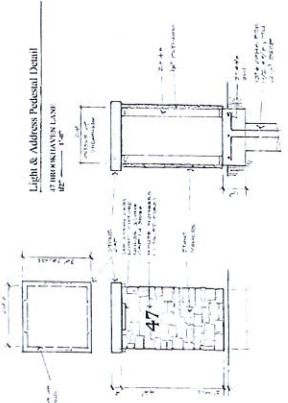


<b>LOT COVERAGE</b> LOT AREA: 21,874 FRONT YARD: 10.0% SIDE YARD: 10.0% REAR YARD: 10.0% <b>LOT SETBACK</b> FRONT: 30.0' SIDE: 5.0' REAR: 40.0'	<b>REGULATORY</b> ZONE: R-1 MAX. HEIGHT: 35.0' MAX. AREA: 10,000 sq. ft. MAX. LOT COVERAGE: 30.0% MAX. NUMBER OF UNITS: 1
---	--

Partial Site Plan



SCALE: 1" = 10'-0"



CODE COMPLIANCE  
THIS PROJECT SHALL COMPLY WITH  
THE FOLLOWING CODES:  
2015 INTERNATIONAL RESIDENTIAL CODE

47 Brookhaven Lane  
Columbine Valley, Colorado 80123  
LARSEN DEVELOPMENT COMPANY  
1301 S Broadway, Suite 102  
Denver, Colorado 80210  
T 720.223.5488 F 303.365.9816

DATE: June 21, 2017  
PROJECT SET: July 6, 2017  
REVISED: July 25, 2017  
BY: AUC

DATE: June 21, 2017  
PROJECT SET: July 6, 2017  
REVISED: July 25, 2017  
BY: AUC

SHEET NAME: Site Plan / Grading Plan  
SHEET NUMBER: SP / GP

THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



Request for Landscape  
Easement from the  
Town of Columbine Valley

Jay and Debra Neese  
35 Brookhaven Lane  
June 16, 2017



# LOCATOR MAP

Willowcroft

Landscape  
Easement Area

Lot 42

Brookhaven Lane

Brookhaven Place

Brookhaven Drive

Town Hall

© 2017 Google

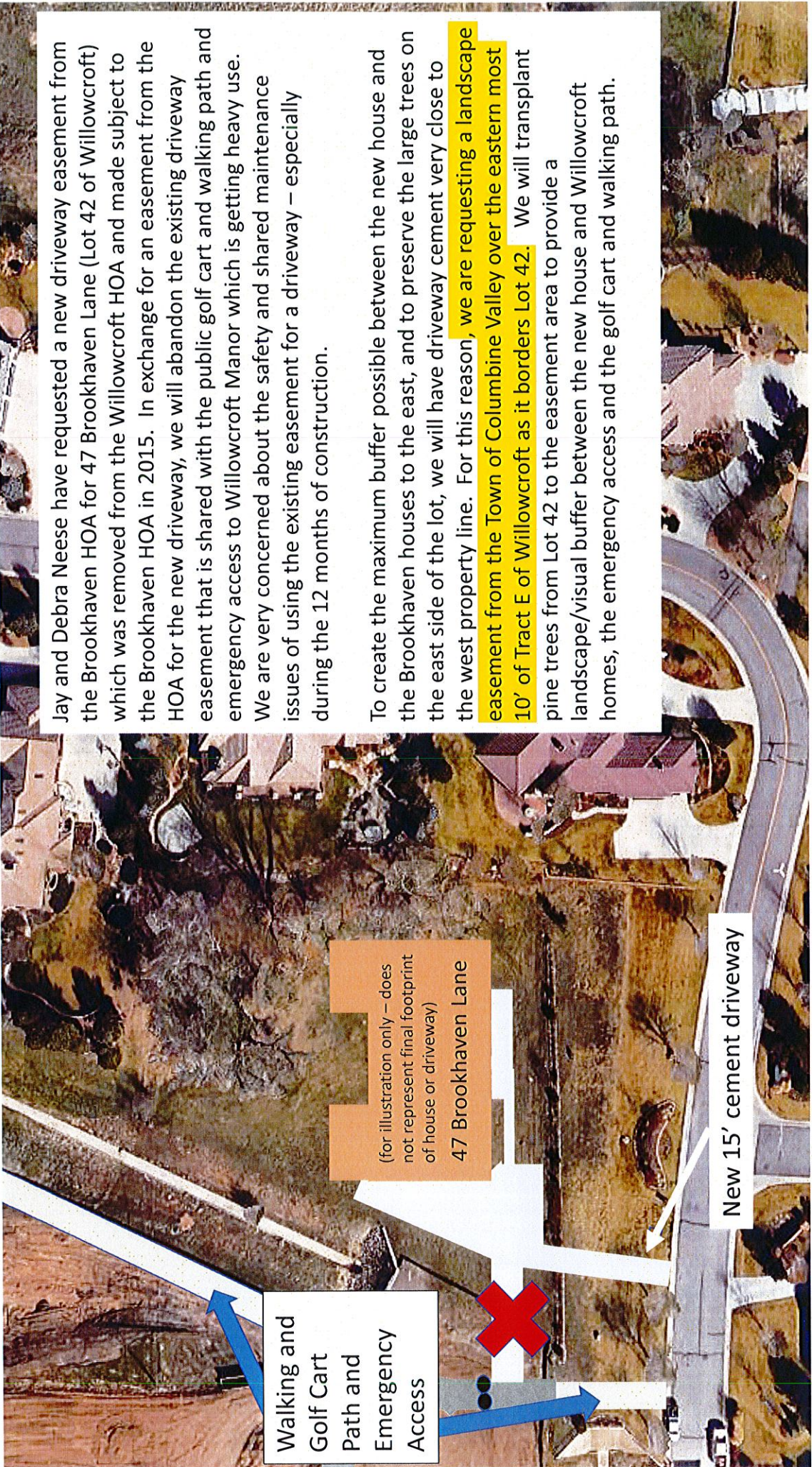
Google Earth

1937

39°36'24.74" N 105°02'00.01" W elev: 5366 ft eye alt: 6044 ft







Jay and Debra Neese have requested a new driveway easement from the Brookhaven HOA for 47 Brookhaven Lane (Lot 42 of Willowcroft) which was removed from the Willowcroft HOA and made subject to the Brookhaven HOA in 2015. In exchange for an easement from the HOA for the new driveway, we will abandon the existing driveway easement that is shared with the public golf cart and walking path and emergency access to Willowcroft Manor which is getting heavy use. We are very concerned about the safety and shared maintenance issues of using the existing easement for a driveway – especially during the 12 months of construction.

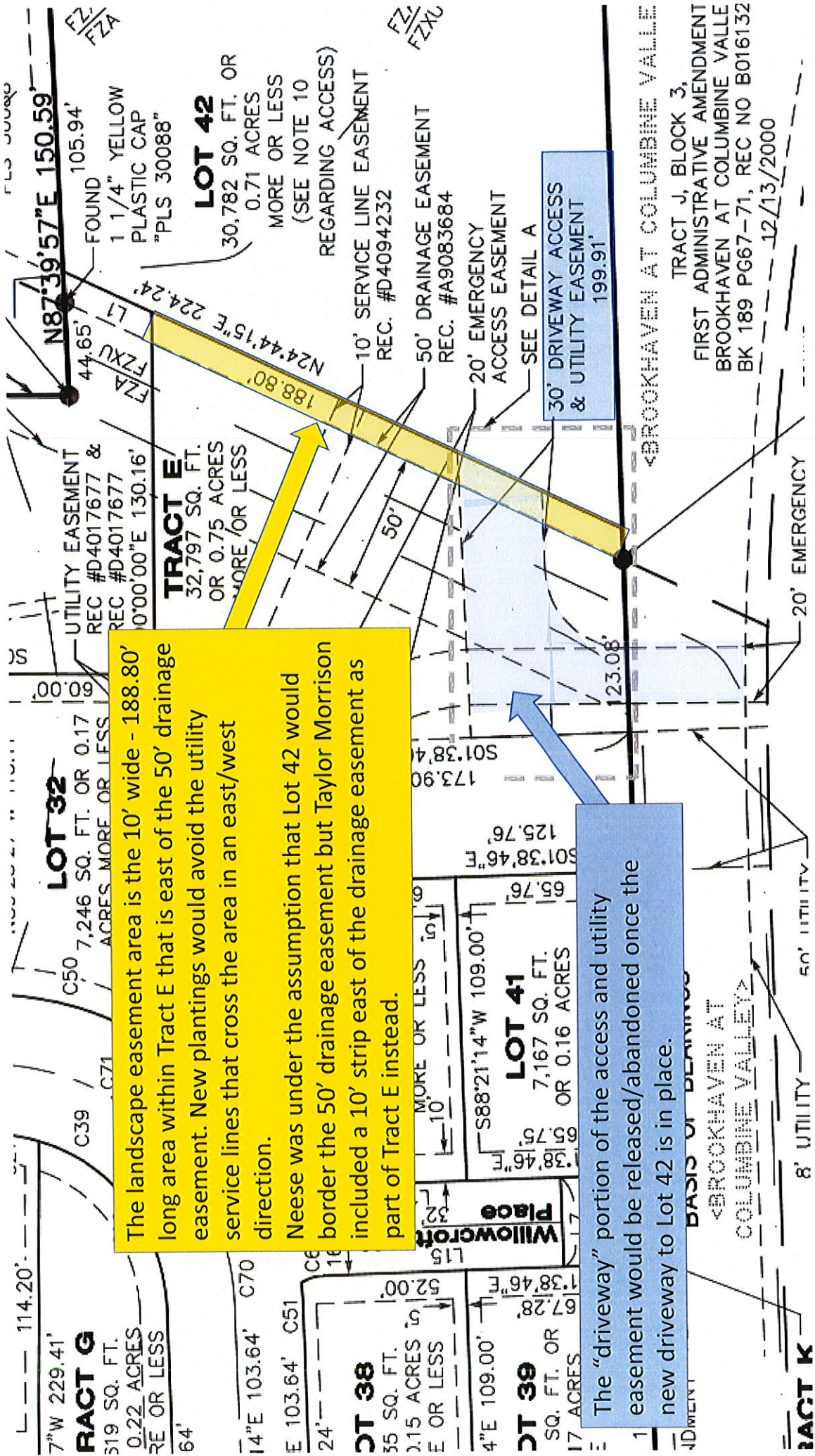
To create the maximum buffer possible between the new house and the Brookhaven houses to the east, and to preserve the large trees on the east side of the lot, we will have driveway cement very close to the west property line. For this reason, we are requesting a landscape easement from the Town of Columbine Valley over the eastern most 10' of Tract E of Willowcroft as it borders Lot 42. We will transplant pine trees from Lot 42 to the easement area to provide a landscape/visual buffer between the new house and Willowcroft homes, the emergency access and the golf cart and walking path.

Walking and Golf Cart Path and Emergency Access

(for illustration only - does not represent final footprint of house or driveway)  
47 Brookhaven Lane

New 15' cement driveway





The landscape easement area is the 10' wide - 188.80' long area within Tract E that is east of the 50' drainage easement. New plantings would avoid the utility service lines that cross the area in an east/west direction.

Neese was under the assumption that Lot 42 would border the 50' drainage easement but Taylor Morrison included a 10' strip east of the drainage easement as part of Tract E instead.

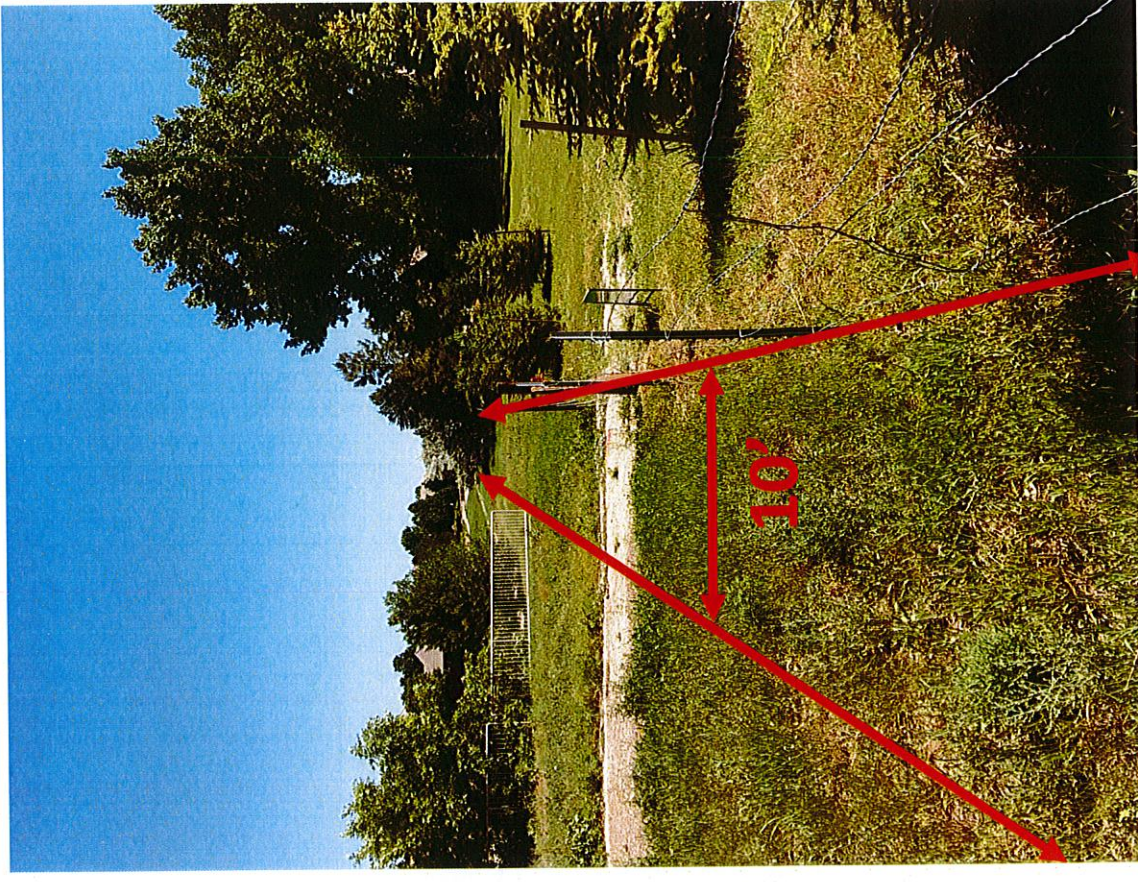
The "driveway" portion of the access and utility easement would be released/abandoned once the new driveway to Lot 42 is in place.



The pine trees on lot 42 that must be removed to make room for the driveway area would be transplanted to the landscape easement area.

As consideration for the easement, Neese would assume full responsibility for the irrigation of any plantings and for future weed control and general maintenance within the landscape easement area.

The existing t-post and wire fence will be taken down and no improvements, other than landscaping, would be allowed on the easement area.





The current gravel drive to Lot 42 across Tract E would be abandoned and the area allowed to return to native grass.

The Willowcroft HOA is responsible for mowing the grass and controlling weeds in the area not within the landscape easement





We would appreciate a decision on the granting of this landscape easement at the earliest possible date so that the site plan for the new home to be constructed at 47 Brookhaven Lane can be finalized and a request for approval of the site plan and home design can be filed with the Brookhaven HOA and subsequently with the Town of Columbine Valley.

Thank you,

Jay and Debra Neese





We are requesting one new driveway easement and in exchange will abandon the existing driveway easement that is shared with the public golf cart and walking path and emergency access to Willowcroft Manor which is getting heavy use. We are very concerned about the safety and shared maintenance issues of using the existing easement for a driveway – especially during the 12 months of construction.

The shared easement was granted when Lot 42 was part of Willowcroft. The lot was subsequently annexed into the Brookhaven HOA in 2015 and should have a dedicated direct driveway to the adjoining street like every other lot within the Brookhaven HOA.

A new driveway easement is also necessary to allow for a location for the HOA required light and address pedestal and, if possible, would be combined with a right of way for natural gas utility line access which must come from Brookhaven Lane. The home address will be 47 Brookhaven Lane and should have Brookhaven Lane direct access.

Separate from the safety issues, without a direct/separate driveway, guests and delivery drivers would have no idea how to find 47 Brookhaven Lane. The sign next to the emergency access (the current driveway for 47 Brookhaven Lane) says “No Vehicles Allowed” creating confusion about how to access 47 Brookhaven Lane.

Walking and Golf Cart Path and Emergency Access

(for illustration only – does not represent final footprint of house)  
47 Brookhaven Lane

HOA required light pedestal

15' cement driveway

Optional 4' walkway



The existing driveway is shared with the emergency access which is getting increased use by golf carts, bikes and pedestrians. In the last couple of weeks the shared driveway/emergency access has been blocked for two days by landscaping materials and for several days due to concrete work. Future conflicts are unavoidable.

Note the sign at the entrance to the driveway. A dedicated driveway is necessary to avoid confusion for deliveries and to avoid the potential for accidents that could result in serious injury.







The preferred location for the new drive is on the west side of the HOA tract and would not result in the loss of any trees. Any bushes in the back of the HOA tract that have to be moved would be replaced if they did not survive transplant.



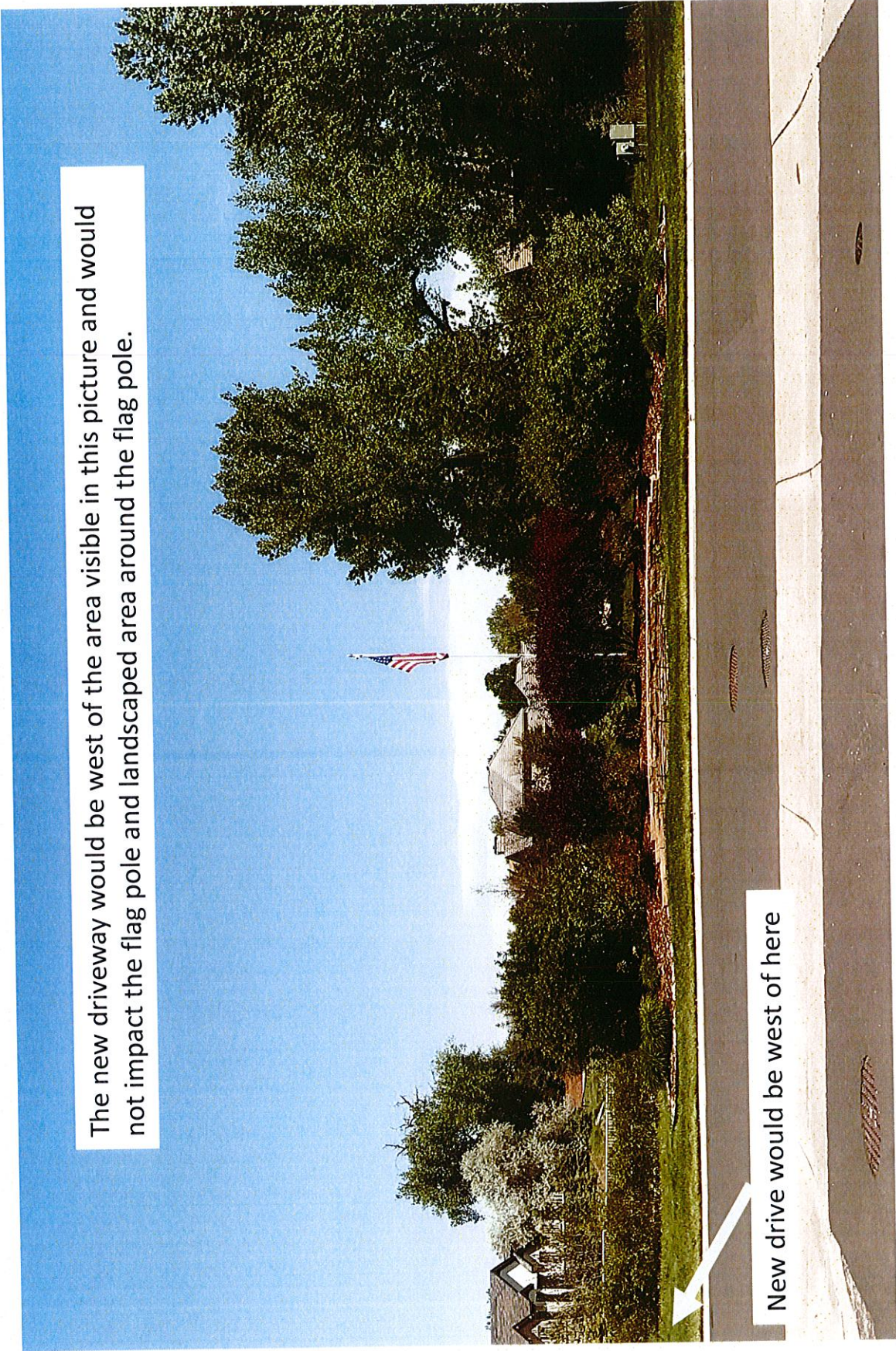
The new driveway would not disturb any of the trees recently planted by the HOA near the emergency access.

New driveway would be just east of this tree.



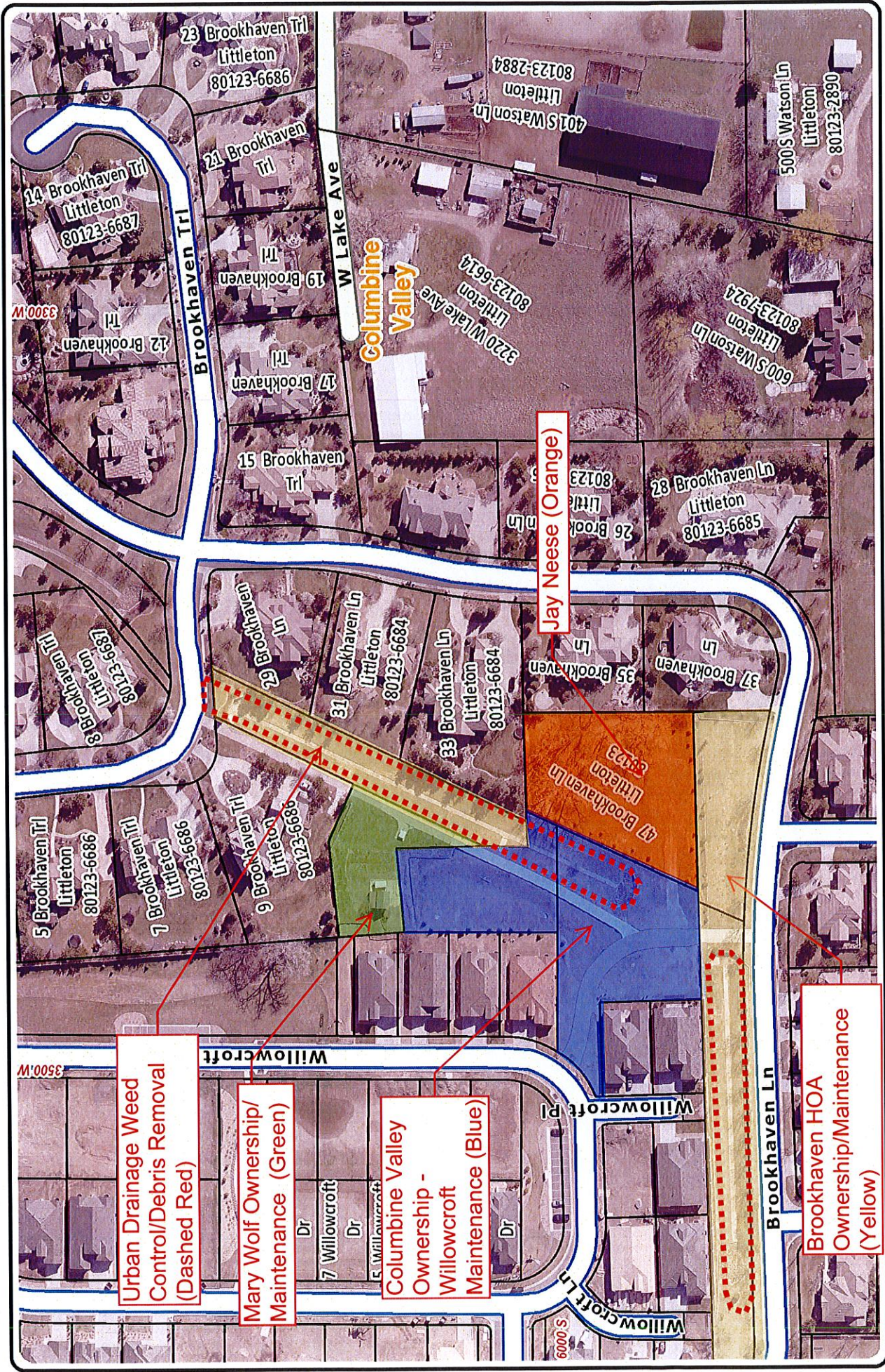


The new driveway would be west of the area visible in this picture and would not impact the flag pole and landscaped area around the flag pole.



New drive would be west of here





Urban Drainage Weed Control/Debris Removal (Dashed Red)

Mary Wolf Ownership/Maintenance (Green)

Columbine Valley Ownership - Willowcroft Maintenance (Blue)

Brookhaven HOA Ownership/Maintenance (Yellow)

Jay Neese (Orange)

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Map Generated On: 4/24/2017

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Map Location

v.1.0





## **Request for Board of Trustee Action**

**Date:** August 15, 2017

**Title:** Town Hall Generator

**Presented By:** J.D. McCrumb, Town Administrator

**Prepared By:** Hobbes Hayden, Manager of Public Works.

**Background:**

The Town Hall building currently has limited functionality in the case of power loss. During a short power outage, only the server and the computers will remain powered. All heating, cooling, phones and internet will immediately shut down. For an extended power outage, all electronics will shut down.

In 2017 annual budget the Trustees approved \$10,000 for the purchase and installation of a generator to provide power to the building during an electrical outage, a natural gas powered backup generator was purchased and new gas line was run to provide fuel to the generator. However, the electrical connection could not be made due to an incompatibility in phases. The generator is 1-phase, but the building is 3-phase. This means that roughly, only 1/3 of the building could be powered by the generator. To move forward with providing back up power, there are 2 options.

The first and recommended option would be to purchase a larger generator. A load calculation will be run by the electrician that will allow for a properly sized generator to be installed. This will allow all of the building to be powered during an outage. This option would take approximately 1 month to complete. The Pros are that Town Hall can function at full capacity and serve as an emergency shelter, and minimal electrical work will need to be done. The Cons are that a more expensive generator is needed, a new pad needs to be installed and some work to the gas line will need to be performed.

The second option is to keep the existing generator and power 1/3 of the building. This would involve adding a new subpanel and moving 1/3 of the circuits from the main breaker. The Pro for this option is that we keep the existing generator. The Cons are that it is very labor intensive to move the electrical wiring, only 1/3 of the building would be powered, the areas of the building powered will be "patchy", and it leads to an unbalanced electrical system that the electrical inspector might not approve.



**Fiscal Impacts:** The existing generator cost \$4,701.05. The retailer would be interested at purchasing this for \$TBD. The new generator costs approximately \$9,000. A new pad would need to be installed for \$TBD. The new gas line that was run for the generator cost \$2,601.60. A new gas manifold will need to be installed for \$TBD. Labor for the installation would be \$TBD.

**Staff Recommendations:** Sell the existing generator and purchase and install a properly sized generator.

**Recommended Motion(s):** “I move to approve an additional \$TBD for the purchase and installation of the appropriately sized generator for Town Hall?”

Bid on new equipment was not available at time of packet publication but will be distributed to the Trustees via email and presented in hard copy at the meeting on August 15, 2017. \$2697.35 remains from original \$10,000 allocation.