

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032
Website: <https://southlandssmd1.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expires:</u> |
|----------------------------|----------------|----------------------|
| Martin Liles | President | 2022/May 2022 |
| Joyce Rocha | Secretary | 2023/May 2023 |
| April Elliott | Treasurer | 2022/May 2022 |
| VACANT | | 2023/May 2022 |
| VACANT | | 2022/May 2022 |

DATE: February 15, 2022
TIME: 9:30 a.m.
PLACE: Zoom Meeting

This meeting will be held via zoom meeting and can be joined through the directions below:

<https://us02web.zoom.us/j/82238365629?pwd=TG03UCt1WWVFWk1NUXVRY2xENndDUT09>

Phone: 1 (346) 248-7799

Meeting ID: 822 3836 5629

Passcode: 453780

One tap mobile: +13462487799,,82238365629#,,, *453780#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice and designate 24-hour posting location.

C. Review and approve Minutes of the November 16, 2021 Special Meeting (enclosure).

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

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

- Ratify approval of Resolution Establishing Operation Fees for Vacant Lots (enclosure).
- Ratify approval of License Agreement between the District, Southlands TC LLC and Southlands PC LLC for electric vehicle charging stations (enclosure).
- Ratify approval of final payment to YESCO, LLC for the Main Street Monument Project.

IV. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosures):

| Fund | Period Ending Nov. 30, 2021 | Period Ending Dec. 31, 2021 | Period Ending January 31, 2022 |
|---------------------|--------------------------------|--------------------------------|-----------------------------------|
| General | \$ 129,637.71 | \$ 301,060.51 | \$ 86,979.87 |
| Debt Service | \$ -0- | \$ -0- | \$ -0- |
| Capital Projects | \$ 24,766.00 | \$ 241.98 | \$ 1,445.44 |
| Total Claims | \$ 154,403.71 | \$ 301,302.49 | \$ 88,425.31 |

B. Review and accept unaudited financial statements for the period ending _____, 2021 and accept Cash Position Schedule, dated _____, 2021, updated _____, 2022 and Operations Fee Report (to be distributed).

1. Discuss debit cards and designate users.

V. LEGAL MATTERS

A. Discuss ownership and maintenance responsibilities for the (3) monuments along the E-470 Highway.

B. Discuss adoption of Rules and Regulations regarding signage.

VI. OPERATIONS AND MAINTENANCE

- A. Discuss status of the 2022 Special Events Permit from M&J Wilkow.
-

- B. Discuss retaining wall repair work:
-

1. Review proposal from Keesen Landscape Management, Inc. for the Service Street retaining wall clean up and mulch and discuss request from Service Street (enclosure).

2. Discuss proposal from Collins Engineering concerning recommendations for drainage improvements, for the amount of \$30,450 (enclosure).

- C. Discuss Tree Care Program and consider approval of an Independent Contractor Agreement for 2022 Tree Care Service (proposals enclosed).
-

1. Discuss status of dead tree investigation (enclosure).

- D. Discuss status of pest control services.
-

- E. Discuss the installation and maintenance of a Cub Hub sign at The Hub (enclosure).
-

- F. Discuss request for installing stops signs along East Common Avenue between South Aurora Parkway and South Central Street.
-

- G. Discuss 2022 detention pond maintenance.
-

- H. Consider approval of Independent Contractor Agreement for 2022 Common Area Cleaning Services with Mallard Mall Services, Inc. (to be distributed).
-

- I. Discuss status of Independent Contractor Agreement for 2022 property management service.
-

- 1. Authorize bidding property management services.
-

VII. CAPITAL IMPROVEMENTS

- A. Discuss status of the Median Landscape Renovation Project.
-

- 1. Discuss Schedule of Events and authorize bidding the Median Renovation Project (enclosure).
-

- B. Discuss status of modification of the drive lane on Southlands Parkway.
-

VIII. OTHER MATTERS

- A. _____

- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 19, 2021**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 16, 2021

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 16th day of November, 2021, at 9:00 a.m. at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Clint C. Waldron, Esq.; White Bear Ankele Tanaka & Waldron P.C.

Thuy Dam; CliftonLarsonAllen, LLP

Lori Stein; M & J Wilkow (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Agenda was approved, as amended.

2022 Annual Administrative Resolution: The Board entered into discussion regarding the 2022 Annual Administrative Resolution.

The Board determined to meet at 9:30 a.m. on February 15, April 19, June 21, August 16, October 18 and November 15, 2022 at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-01; 2022 Annual Administrative Resolution.

PUBLIC COMMENTS There were no public comments at this time.

CONSENT AGENDA The Board considered the following actions:

- Ratify approval of proposals from Keesen Landscape Management, Inc. for the Main Street Monument enhancements.
- §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2022 SDA Website and District's website).

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items.

FINANCIAL MATTERS

Claims: The Board considered ratifying approval of the payment of claims for the period ending as follows:

| Fund | Period Ending Oct. 31, 2021 |
|---------------------|--------------------------------|
| General | \$ 157,437.86 |
| Debt Service | \$ -0- |
| Capital Projects | \$ 144,441.00 |
| Total Claims | \$ 301,878.86 |

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Liles seconded by Director Elliott and, upon vote, unanimously carried, the Board ratified approval of claims, as presented.

Financial Statements: Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending September 30, 2021, Schedule of Cash Position, updated as of October 29, 2021, and Operations Fee Report.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending September 30, 2021, Schedule of Cash Position, updated as of October 29, 2021, and Operations Fee Report.

2021 Audit: The Board reviewed an engagement letter from Dazzio & Associates, Inc. to perform the 2021 Audit.

Following discussion, upon motion duly made by Director Liles seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, Inc. to perform the 2021 Audit, for an amount of \$5,800.

2021 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2021 Budget.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that a 2021 Budget Amendment was not needed.

2022 Budget Hearing: The President opened the Public Hearing to consider the proposed 2022 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the Public Hearing. No public comments were received and the Public Hearing was closed.

RECORD OF PROCEEDINGS

Ms. Dam reviewed the estimated 2021 expenditures and the proposed 2022 expenditures.

Following discussion, the Board considered adoption of Resolution No. 2021-11-02; Resolution to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-11-03; Resolution to Set Mill Levies (for the General Fund at 6.500 mills, Debt Service Fund at 35.500 mills and Excluded Property - Bond Fund at 32.000) for a total mill levy of 42.000 mills). Upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County and the Division of Local Government not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2022.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget. The Board determined to hold the public hearing to consider adoption of the 2023 Budget on November 15, 2022, at 9:30 a.m., at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

Master Service Agreement with CliftonLarsonAllen LLP: Ms. Dam reviewed with the Board a Master Service Agreement with CliftonLarsonAllen LLP.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the Master Service Agreement with CliftonLarsonAllen LLP, subject to final review by General Counsel.

Resolution Establishing Operation Fees for Vacant Lots: The Board entered into discussion regarding a Resolution Establishing Operation Fees for Vacant Lots.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Operation Fees for Vacant Lots.

LEGAL MATTERS

Resolution No. 2021-11-04 to Call the May 3, 2022 Regular Election: Attorney Waldron discussed with the Board the upcoming election and Resolution No. 2021-11-04; Resolution Calling a Regular Election for Directors on May 3, 2022.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-04 and appointed Ashley Frisbie as the Designated Election Official and authorized her to perform all tasks required for the conduct of a mail ballot election.

License Agreement with Southlands TC LLC and Southlands PC LLC for Charging Stations: The Board entered into discussion regarding a License Agreement among the District, Southlands TC LLC and Southlands PC LLC for Charging Stations.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the License Agreement amount the District, Southlands TC LLC and Southlands PC LLC for Charging Stations.

OPERATIONS AND MAINTENANCE

Special Events Permit from M&J Wilkow: Director Rocha noted the Special Events Permit is near completion and will be submitted to the District.

Retaining Wall Repair Work: Ms. Finn reported the retaining wall repair work is ongoing.

RECORD OF PROCEEDINGS

Proposal from Integrated Wall Solutions for Additional Blocks for the Retaining Wall Repair Work: It was noted that the proposal was approved during the October 26, 2021 meeting.

Proposal from Collins Engineering Concerning Recommendations for Drainage Improvements: Ms. Finn noted for the Board that she is waiting for a proposal from Collins Engineering concerning recommendations for drainage improvements.

Asphalt Repair Work: Director Liles reported the asphalt repair work is 100% complete.

Gas Line Project to be Performed by Kinder Morgan, Inc.: Ms. Finn noted that Mr. Graham documented the current conditions of the gas line project to be performed by Kinder Morgan, Inc.

Winter Watering and the Cost of Water Containers: The Board entered into discussion regarding winter watering and the cost of water containers. Ms. Finn noted the estimated cost for a 300-gallon tank is approximately \$7,500. The Board deferred action at this time.

Proposal from Lumin8 Transportation Technologies for Maintenance Services on the Traffic Light: The Board reviewed a proposal from Lumin8 Transportation Technologies for maintenance services on the traffic light.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from Lumin8 Transportation Technologies for maintenance services on the traffic light.

Independent Contractor Agreement with CAM Services for Street Sweeping Services: The Board reviewed a proposal from CAM Services for street sweeping services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement with CAM Services for street sweeping services.

Proposal from Keesen Landscape Management, Inc. for the Conversion from Turf to Grass and Cobble: The Board deferred discussion.

RECORD OF PROCEEDINGS

Proposal for 2021-2022 Playground Maintenance from Rocky Mountain Playground Services for quarterly “Low Frequency” Inspections: The Board reviewed a proposal for 2021-2022 Playground Maintenance from Rocky Mountain Playground Services for quarterly “Low Frequency” inspections. The Board requested that the inspections be held two times a year, once in the spring and once in the fall.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal for 2021-2022 Playground Maintenance from Rocky Mountain Playground Services for quarterly “Low Frequency” inspections, as revised.

Independent Contractor Agreement between the District and Diversified Underground, Inc. for 2022 Utility Locate Services: The Board reviewed an Independent Contractor Agreement between the District and Diversified Underground, Inc. for 2022 Utility Locate Services.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement between the District and Diversified Underground, Inc. for 2022 Utility Locate Services.

Independent Contractor Agreement for 2022 Tree Care Service: The Board deferred discussion.

Independent Contractor Agreement for 2022 Security Services: The Board entered into discussion regarding an Independent Contractor Agreement for 2022 Security Services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the renewal of the Independent Contractor Agreement for 2022 Security Services, subject to final negotiation of pricing.

Independent Contractor Agreement for 2022 Common Area Cleaning Services: The Board entered into discussion regarding an Independent Contractor Agreement for 2022 Common Area Cleaning Services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the renewal of the Independent Contractor Agreement for 2022 Common Area Cleaning Services, subject to final negotiation of pricing.

RECORD OF PROCEEDINGS

Independent Contractor Agreement for 2022 Property Management Services: The Board entered into discussion regarding an Independent Contractor Agreement for 2022 Property Management Services.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the renewal of the Independent Contractor Agreement for 2022 Property Management Services, subject to final negotiation of pricing.

Independent Contractor Agreement for 2022 Property Maintenance Services: The Board entered into discussion regarding an Independent Contractor Agreement for 2022 Property Maintenance Services.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the renewal of the Independent Contractor Agreement for 2022 Property Maintenance Services, subject to final negotiation of pricing.

Dead Tree Investigation: Ms. Finn discussed with the Board the results of the dead tree investigation. She noted she is working with SavATree regarding warranty. The Board directed staff to hold December payment to Metco Landscape, LLC until this issue is resolved.

Additional Street Lights: Ms. Finn discussed ordering additional tear drop and acron street lights.

Following discussion, the Board authorized the order of additional street lights.

CAPITAL IMPROVEMENTS

There were no capital improvement matters.

OTHER MATTERS

Main Street Monument Project: Director Liles noted for the Board that he is working with YESCO, LLC on punch list items.

Final Payment to Yesco, LLC: The Board entered into discussion regarding authorizing final payment to Yesco, LLC. The Board determined to hold the final payment until the punch list items have been completed.

Median Renovation Project: Ms. Finn noted that Architerra Group is meeting with the City of Aurora concerning the design plans for the Median Renovation Project on November 18, 2021.

RECORD OF PROCEEDINGS

Modification of the Drive Lane on Southlands Parkway: Ms. Finn reported she is working on scheduling the work for the modification of the drive lane on Southlands Parkway.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
SOUTHLANDS METROPOLITAN DISTRICT NO. 1**

**CONCERNING THE IMPOSITION OF A GENERAL OPERATIONS FEE –
VACANT LOTS**

WHEREAS, Southlands Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners and taxpayers within the District, and the general public, to acquire, construct, install, operate and maintain certain public improvements, amenities and facilities benefitting property owners and taxpayers within the District, and the general public, which public improvements, amenities and facilities generally include street improvements, storm drainage improvements, park and recreation improvements, landscaping and other improvements, facilities, appurtenances, and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners and taxpayers within the District, and the general public, to provide certain services to the property owners and taxpayers within the District, and the general public (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment of a fair and equitable fee (the “**General Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such General Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owner and taxpayers within the District, and the general public, and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the General Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Due Date**” means the date by which the General Operations Fee is due, which Due Date is reflected on the Fee Schedule

“**Fee Schedule**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, for which site preparation and/or the foundation and/or footings work for the building to be constructed on such parcel has not commenced, and specifically excluding any parcel owned by the District.

“**General Operations Fee Invoice Date**” means the date of the General Operations Fee invoice sent to the owner of a Vacant Lot.

2. GENERAL OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners and taxpayers within the District, and the general public, to impose, and does hereby impose a General Operations Fee to fund the Operations Costs. The General Operations Fee is hereby established and imposed against each Vacant Lot in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board has determined, and does hereby determine, that the General Operations Fee is reasonably related to the overall cost of providing the Facilities and

Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

c. The revenues generated by the General Operations Fee will be accounted for separately from other revenues of the District. The General Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any General Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding General Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specifically including, but not limited, to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Vacant Lot owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all General Operations Fees, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Southlands Metropolitan District No. 1" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. LIEN. The General Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Arapahoe County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all Vacant Lots located within the District, and any additional Vacant Lots included into the District after the date of this

Resolution. A current map of the District is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

8. EFFECTIVE DATE. This Resolution shall become effective January 1, 2022.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this ___ day of _____, 2021.

SOUTHLANDS METROPOLITAN DISTRICT
NO. 1, a quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District

*Signature page to Resolution Concerning the Imposition of a General Operations Fee –
Vacant Lots*

EXHIBIT A
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
Fee Schedule
Effective January 1, 2022

Unless otherwise defined in the Resolution Concerning the Imposition of a General Operations Fee – Vacant Lots to which this Exhibit is a part, or herein, capitalized terms used herein shall have the meanings given them in the Master Declaration of Easements, Covenants, Conditions and Restrictions, dated June 2, 2004, and recorded in the real property records of Arapahoe County, Colorado at Reception # B4112093, as may be amended from time to time.

The General Operations Fee on each Vacant Lot shall be due and payable each year, in full, within forty-five days (45) of the date of the General Operations Fee Invoice Date. The General Operations Fee will be collected on the basis of a calendar year, commencing on January 1 of any given year.

The annual General Operations Fee to be charged against each Vacant Lot for each year shall be equal to such Vacant Lot's "Proportionate Share" of all of the Operations Costs (including any operations reserve or capital reserve as determined by the Board of the District is its sole and absolute discretion) budgeted by the District for such year.

(i) Each Vacant Lot's "Proportionate Share" of such Operations Costs in any year shall be calculated by multiplying (x) one-half of all such Operations Costs budgeted for such year by (y) a fraction, the numerator of which shall be the square footage of such Vacant Lot and the denominator of which shall be the total of the square footage of all Lots within (i) the Value Retail District, (ii) the High Visibility District, (iii) the Large Format District, and (iv) the Life-style/Entertainment District (excluding, the Detention Pond, any dedicated areas or any areas subject to a Project Area Lease, or any roads, streets, highways or rights of way, including without limitation the Project Roads).

PAYMENTS: Payment for each fee shall be made payable to the Southlands Metropolitan District No. 1 and sent to the following address for receipt by the Due Date:

Southlands Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 600
Greenwood Village, CO 80111

EXHIBIT B

LICENSE AGREEMENT (EV Charging Stations)

This **LICENSE AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered into this 30th day of December, 2021 by and between **SOUTHLANDS METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SOUTHLANDS TC LLC** and **SOUTHLANDS PC LLC**, both Delaware limited liability companies (collectively, the “**Southlands LLCs**”). The District and Southlands LLCs may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District owns and maintains real property within the Southlands shopping center development, in the City of Aurora, Arapahoe County, Colorado (the “**District Property**”); and

WHEREAS, the Southlands LLCs desire to facilitate the installation, operation, use, and maintenance of Electric Vehicle Supply Equipment charging stations, together with Sponsorship Displays (defined herein), (collectively the “**EV Charging Stations**”) and related infrastructure on certain portions of the District Property (together with the EV Charging Stations, collectively, the “**EVSE Charging Improvements**”) for the purpose of providing public access thereto and use thereof; and

WHEREAS, in furtherance of the facilitation of the EVSE Charging Improvements, the Southlands LLCs desire to obtain a license in, to, upon, within, through, over, under and across those portions of the District Property as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**License Area**”); and

WHEREAS, the Parties have agreed to enter into this Agreement to grant the Southlands LLCs a license for such purposes, subject to the terms and conditions set forth in this Agreement.

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

TERMS AND CONDITIONS

1. License. The District hereby grants to the Southlands LLCs, their contractors, subcontractors, permittees, licensees, agents and invitees (collectively, the “**Permitted Parties**”), a license (the “**License**”) in, to, upon, within, through, over, under and across the License Area to access, install, operate, use, and maintain the EVSE Charging Improvements, along with an access, ingress and egress license over District property for the purpose of connecting utility lines to the EVSE Charging Improvements and for accessing the License Area in connection with the

installation, operation, maintenance, repair and use of the EVSE Charging Improvements, subject to all of the terms and conditions contained in this Agreement.

2. Permits and Installations. The Southlands LLCs or their designated Permitted Parties will obtain all governmental approvals or permits required for the installation and operation of the EV Charging Improvements provided, however, that to the extent an approval or right of access to the License Area is necessary to install, operate, use, or maintain the EVSE Charging Improvements, the District hereby provides such an approval or right of access. Prior to installation, the Southlands LLCs shall provide the District with the engineering drawings, including the installation plans for the EVSE Charging Improvements that shall be reasonably acceptable by the District. Installation shall substantially conform with the engineering drawings provided to the District. Once the EVSE Charging Improvements are installed, the Southlands LLCs or one of their designated Permitted Parties shall provide the District with a detailed survey indicating the location of the EVSE Charging Improvements.

3. Markings. The Southlands LLCs or one of their Permitted Parties may repaint, mark or designate the locations of the EV Charging Stations, and may install signs adjacent to or near the EV Charging Stations stating that the designated parking spaces are only for charging of electric vehicles. The District reserves the right to pre-approve the type, size, content and location of such signs.

4. EVSE Charging Station Inspection, Maintenance, and Monitoring. Following installation of the EV Charging Stations on the License Area, the Southlands LLCs or their designated Permitted Parties will inspect the EV Charging Stations on an at least quarterly basis or more frequently to the extent demand or maintenance requires and will keep the EV Charging Stations in good operating order and safe and aesthetic condition, including the maintenance, repair and replacement of all parts thereof. The Southlands LLCs or their designated Permitted Parties shall monitor the use, condition and security of the EV Charging Stations, and Sponsorship Displays (defined below), and may do so via electronic, video and other remote means, provided that Southlands LLCs and their designated Permitted Parties shall utilize such electronic, video and other remote surveillance equipment solely for monitoring and improving the foregoing equipment and the data is not used for any other purpose whatsoever. If the Southlands LLCs or their Permitted Parties neglect to carry out any maintenance, repairs and replacements properly as required pursuant to this clause, the District may, but shall not be obligated to, upon ten (10) days prior written notice, or such shorter notice as may be appropriate in an emergency or if a hazardous condition exists, cover the defective EV Charging Station to prevent access pending the performance of the appropriate maintenance, repair or replacement.

5. Sponsorship Displays. The Southlands LLCs and their designated Permitted Parties may install and display Sponsorship Displays on the EV Charging Stations, subject to the sponsorship restrictions described within **Exhibit B** attached hereto and incorporated herein by reference. A "**Sponsorship Display**" is content of, concerning or provided by a Sponsor which content is capable of being posted or displayed on an EV Charging Station for a limited period, through physical, electronic or other means, including, but not limited to, text, logos, graphics, images, animation, video, diagrams, and other content in any color and any form. A "**Sponsor**" is any person that enters into an agreement for the display of advertising within the Sponsorship Display(s) on an EV Charging Station.

6. Title to License Area and Equipment. Except as expressly provided in this Agreement, (i) the Southlands LLCs have no other right, title or interest in or to the District Property or License Area, all of which remain with the District; and (ii) the District has no right, title or interest in, to or deriving from any EVSE Charging Improvements or the data associated with or derived from any of the foregoing.

7. Alterations or Additions and Restoration. The Southlands LLCs covenant and agree not to make or permit to be made any alterations in, additions to, or use of the License Area beyond the contemplated use described in this Agreement, without the prior written consent of the District. Upon the completion of any work on the License Area, Southlands LLCs shall restore or cause to be restored the property to its original condition and repair any damage resulting from such entry to the reasonable satisfaction of the District. If restoration is not completed within the time specified by the District, the District, at its election, may perform such restoration at the Southlands LLCs' expense. This restoration and reimbursement obligation shall survive termination or expiration of this Agreement.

8. Reservation of Rights. The District shall retain the full use and enjoyment of the License Area to the extent not inconsistent with this Agreement. The District shall maintain the License Area, including the parking areas and rights-of-way within, surrounding and serving the EV Charging Sites, in good condition and repair. The Southlands LLCs acknowledge that the License Area is within an open and operating mixed use commercial property and in this regard the Southlands LLCs shall use commercially reasonable efforts to provide minimal interruption to the businesses operated therein. The Southlands LLCs shall make reasonable efforts to minimize interference with the use and operation of any improvements owned by the District located within the License Area.

9. Automatic Renewal & Termination. The term of this Agreement shall commence on the date hereof and shall expire on the tenth (10th) anniversary of the earlier of (i) the date the EV Charging Stations are first used; or (ii) ninety (90) days after permits are received for the use and operation thereof, unless otherwise terminated beforehand (the "**Initial Term**"). The Southlands LLCs will notify the District of the first to occur of (i) or (ii) above. To the extent the EV Charging Stations are still in use one hundred eighty (180) days prior to the expiration of the Initial Term, the Parties will discuss in good faith renewing this Agreement or entering into a substantially similar agreement to allow for the continued operation and maintenance of the EV Charging Stations.

10. Termination of Agreement. The District has the right to terminate this Agreement in whole or with respect to any particular EV Charging Station on thirty (30) days' written notice if:

- i) Any EV Charging Station that is substantially damaged or destroyed is not repaired replaced within the later of forty five (45) days (i) after the date the EV Charging Station was damaged or destroyed; or (ii) after the date the District restores the parking area encompassing the EV Charging Station if also damaged or destroyed;

- ii) Applicable laws, regulations or local restrictions no longer permit or unreasonably condition the installation, provisioning, use or operation of EV Charging Stations;
- iii) The Southlands LLCs fail to comply with any other provision of this Agreement, and such failure is not cured within thirty (30) days following receipt of notice from the District; or
- iv) One or more EV Charging Stations are substantially damaged or destroyed, and they are not repaired or restored as required by this Agreement.

11. Mechanics' Liens. The Southlands LLCs shall not cause or allow any mechanics' or materialmen's liens to be filed against the License Area as a result of any work performed or material furnished in connection with the EVSE Charging Improvements ("**Lien**"). If a Lien is filed, the Southlands LLCs shall, at their sole cost and expense, cause the Lien to be discharged or bonded off of record not later than sixty (60) days after receipt of notice of the filing of such Lien. In the event that such Lien is not discharged or bonded off of record within such sixty (60) day period, the District may, but shall have no obligation to, defend, prosecute or pursue any action the District deems reasonably necessary to discharge the Lien, and the Southlands LLCs shall promptly reimburse the District's out-of-pocket expenses incurred in connection therewith upon demand therefor by the District, subject to the District's delivery to the Southlands LLCs of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. This Section 12 shall survive the termination or expiration of this Agreement.

12. Removal of Equipment. Upon expiration or termination of this Agreement, the Southlands LLCs (or their designees) will cause, and the District hereby provides permission to, remove all EV Charging Stations from the License Area within thirty (30) days thereafter, provided that the Southlands LLCs have no obligation to remove or cause to be removed any conduit or wiring that is underground or normally inaccessible but will otherwise render the former sites of the EV Charging Stations in a condition which existed immediately prior to their installation, reasonable wear and tear excepted. The Southlands LLCs acknowledge that the License Area is within an open and operating mixed use commercial property and in this regard Southlands LLCs will perform or cause to be performed all of the foregoing while using commercially reasonable efforts to provide minimal interruption to the businesses operated therein.

13. Joint and Several Obligations. The obligations by Southlands TC LLC and Southlands PC LLC under this Agreement shall be joint and several.

14. Compliance with Laws. The Southlands LLCs and their Permitted Parties shall at all times comply with all applicable federal, state, and local requirements, regulations, ordinances and laws, and Southlands LLCs shall be solely responsible for any fines, fees or costs levied or imposed by any federal, state or local jurisdiction related to the installation, operation, maintenance and provision of the EVSE Charging Improvements and the use of the License Area.

15. Indemnification. The Southlands LLCs shall defend, indemnify and hold harmless the District, and its respective officers, directors, agents and employees (collectively, the "**Indemnified Party**") from and against any and all liability, claims, damages, losses, suits,

demands, judgments, costs and/or fees (including, without limitation, reasonable attorneys' and experts' fees) to the extent arising out of or relating to (i) the negligence or misconduct of the Southlands LLCs and their Permitted Parties, their officers, directors, agents or employees, arising from or in connection with the installation, operation, maintenance and provision of the EVSE Charging Improvements.

16. Annual Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Southlands LLCs expressly understand and agree that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

17. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

18. Insurance. The Southlands LLCs are to procure, or cause to be procured, and kept in force during the Agreement's term, at no cost to the District, Commercial General Liability Insurance in a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and providing at a minimum bodily injury liability, property damage liability, personal liability and contractual liability coverage. The commercial general liability insurance shall cover activities within the License Area and/or related to the use of the EVSE Charging Improvements, and is to include as additional insureds, on a primary and non-contributing basis the District. The Southlands LLCs are to procure, or cause to be procured, and kept in force during the Agreement's term, at no cost to the District, insurance against fire, extended coverage, vandalism and malicious mischief, as may be included in a standard extended coverage endorsement from time to time, insuring the EV Charging Improvements. Before the commencement of any work on the License Area, the District will be furnished with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. The insurance required by this Section 18 will be purchased and maintained from an insurance company or insurance companies lawfully authorized in the jurisdiction where the District Property is located having an "A.M. Best" rating of A;X or better from the Best's Key Rating Guide. The deductible under any such policies shall not exceed \$10,000.00.

19. Notices. Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To District: Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
Attn: Ann Finn, Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228
afinn@sdmsi.com

With a copy to: Southlands Metropolitan District No. 1
c/o White Bear Ankele Tanaka & Waldron
Attn: Clint C. Waldron, Esq.
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
cwaldron@wbapc.com

To Southlands LLCs: Southlands PC LLC and Southlands TC LLC
c/o M & J Wilkow Properties, LLC
Attn: Martin Liles
6155 S. Main Street, Suite 260
Aurora, Colorado 80016
mliles@wilkow.com

Southlands PC LLC and Southlands TC LLC
c/o MetLife Real Estate
Attn: Associate General Counsel – Real Estate
425 Market Street, Suite 1050
San Francisco, California 94105

With a copy to: Southlands TC, LLC and Southlands PC, LLC
c/o M & J Wilkow Properties, LLC
Attn: Marc R. Wilkow, President
20 South Clark Street, Suite 3000
Chicago, Illinois 60603

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change his,

her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

20. Assignment. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

21. Amendments. This Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by each Party with the same formalities as this Agreement.

22. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any matters of record affecting the License Area.

23. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Arapahoe County, Colorado.

24. Integration. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth in this Agreement, and no oral representation, promise, or consideration different from the terms of this Agreement shall be binding on either Party, or its agents or employees, hereto.

25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

26. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement and has had the opportunity to have their legal counsel review and comment on the Agreement.

27. Third-Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement shall be strictly reserved to the Parties and their respective successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action under this Agreement by any other person.

28. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto,

and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature page follows]

IN WITNESS WHEREOF, Southlands LLCs and the District have executed this Agreement as of the date first set forth above.

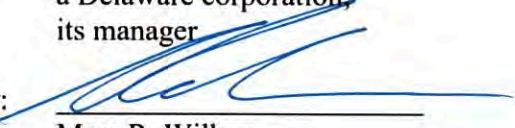
SOUTHLANDS LLCs:

SOUTHLANDS TC LLC and SOUTHLANDS PC LLC, Delaware limited liability companies

By: ML-MJW Southlands Aurora Venture LLC, a Delaware limited liability company, its sole member

By: M & J Southlands Investors LLC, a Delaware limited liability company, its managing member

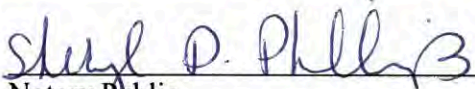
By: M & J Southlands Manager Inc., a Delaware corporation, its manager

By: 
Marc R. Wilkow
President

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Subscribed and sworn to before me on this 4th day of January 2022, by Marc R. Wilkow as President of M&J Southland Manager Inc.

[SEAL]


Notary Public

My commission expires 3/14/2024



[Southlands LLCs' Signature page to License and Easement Agreement]

DISTRICT:

**SOUTHLANDS METROPOLITAN DISTRICT
NO. 1**, a quasi-municipal corporation and a political
subdivision of the State of Colorado

By: April Elliott
Officer of the District

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me on this 3rd day of January 2022 by
April Elliott as Officer of the Southlands Metropolitan District No. 1, a
quasi-municipal corporation and political subdivision of the State of Colorado via audio-video technology.

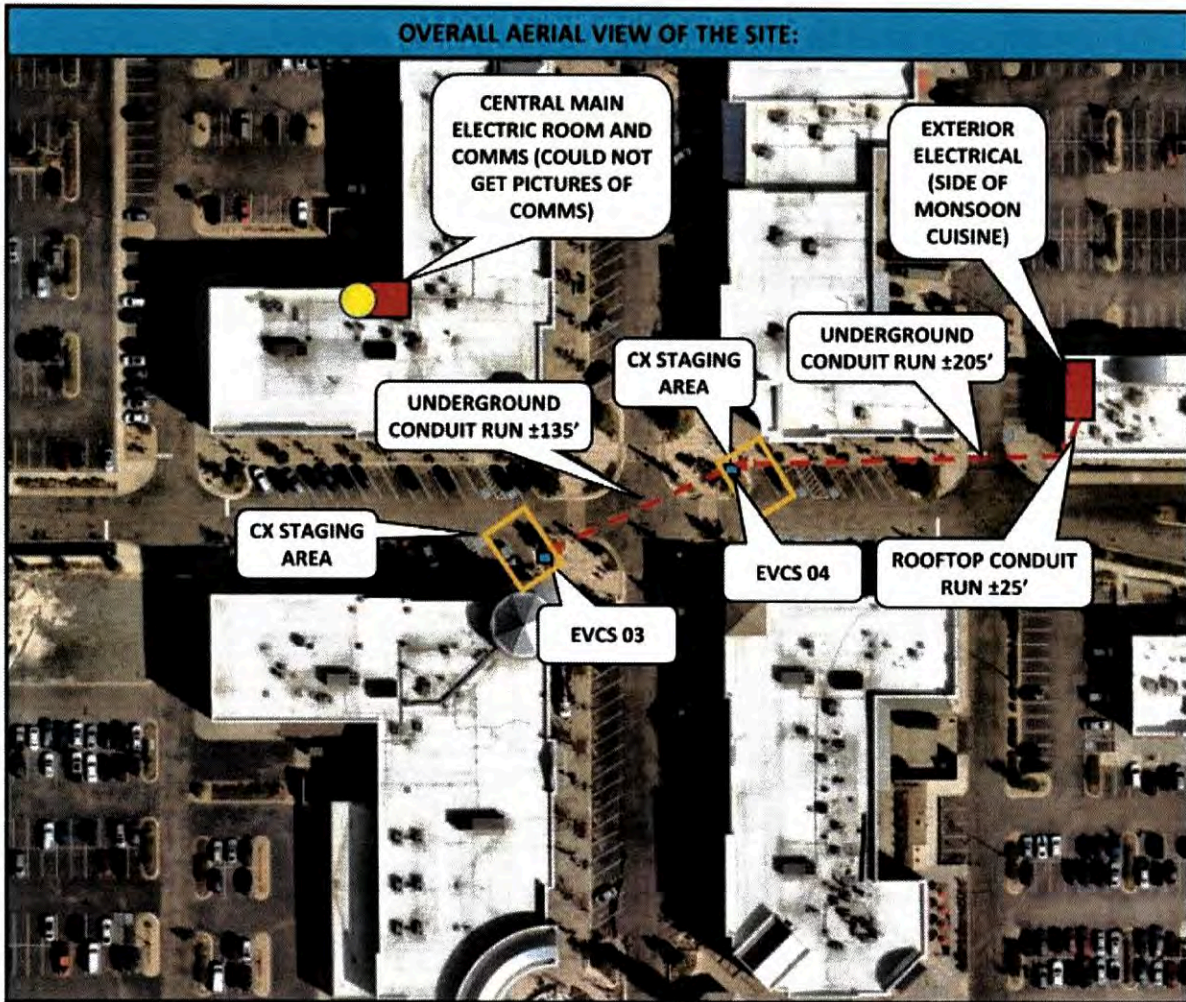
ALLISON HANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144012363
MY COMMISSION EXPIRES 03/19/2022

Allison Hanson
Notary Public

My commission expires 03/19/2022

[District's Signature page to License and Easement Agreement]

EXHIBIT A LICENSE AREA



LOCATION 03 & 04 ENLARGED MAP

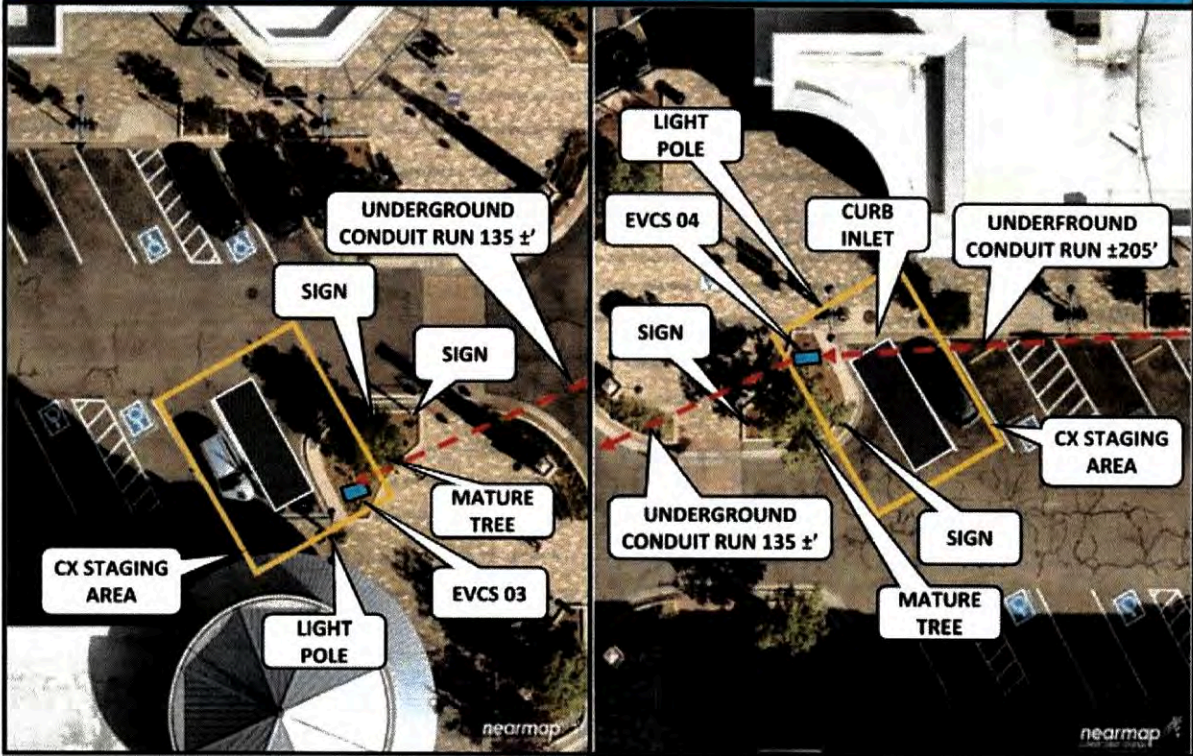


EXHIBIT B SPONSORSHIP RESTRICTIONS

Sponsorship Displays may not be comprised of content that:

1. violates federal, state or local laws or regulations;
2. includes a product or service that negatively affects the health or welfare of its intended customers;
3. uses the name or logos of Southlands LLCs, the District or any of their Affiliates (as provided to the operator of the Electric Charging Stations by Southlands LLCs from time to time no more than twice per year) or the Property tenants without prior written consent;
4. includes news footage or participates in the distribution of false news or misinformation, even if such content originates from a newspaper, broadcast or internet source;
5. violates any rights of any person or entity;
6. contains any false, unsubstantiated or unwarranted claims for any product or service, or makes any unauthenticated testimonials;
7. Advertises any illegal or habit-forming drug or marijuana or marijuana products or nicotine or nicotine products (notwithstanding their legality status, marijuana or marijuana products shall not be included in a Sponsorship Display, however CBD-related products shall not be so restricted), tobacco or vaping product, handgun or handgun ammunition;
8. promotes the use of weapons or firearms activity (provided this exception shall not apply to advertisements for motion pictures, television shows, OTT, video games (whether offered online or another format), or cable television series or movies, the subject of which may include weapons or firearms activity);
9. promotes violence or criminal activity (provided this exception shall not apply to advertisements for motion pictures or any television, OTT, video games (whether online or another format), or cable television series or movies, the subject of which may include violence or criminal activity);
10. Contains any material constituting or relating to a lottery, a contest of any kind in which the public is unfairly treated; or any enterprise, service or product that tends to encourage, abet, assist, facilitate or promote illegal or legal gambling;
11. Makes any appeal for funds;
12. Contains any material that is defamatory, obscene, profane, or offensive, either in theme or in treatment or that describes or depicts repellently any internal bodily functions or symptomatic results of internal conditions, or refers to matters that are not considered socially acceptable topics;
13. Includes any element of intellectual property without the owner's consent to such use, including but not limited to music, mechanical, performance and synchronization rights or gives rise to any other colorable claim of infringement, misappropriation or other form of unfair competition;
14. is of a obscene, lewd, or pornographic nature, including but not limited to the promotion of the sale of adult-content magazines or books depicting human sexuality, adult book or video stores, strip clubs, gentlemen's clubs or escort services;
15. contains crude language;
16. demeans, disparages or ridicules based on race, national origin, age, religion, sex, sexual orientation or disability;
17. appears to condone or incite violence; bullying, indifference or undermine human dignity;
18. promotes or advertises for a political party or candidate;
19. promotes or advertises insurance products; or,
20. promotes or advertises on behalf of a direct competitor of any anchor tenant or nationally recognized chain tenant within the Southlands shopping center development or promotes or advertises any other commercial landlord of shopping centers or another shopping center.

**Southlands Metropolitan District No. 1
November-21**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|-----------|------------|------------|--------------|---|----------------|
| Allied Universal | 11925945 | 10/28/2021 | 10/28/2021 | \$ 4,908.80 | Security | 117806 |
| Animal & Pest Control Specialist, Inc. | 79291 | 10/31/2021 | 10/31/2021 | \$ 337.00 | Pest Control | 117803 |
| Animal & Pest Control Specialist, Inc. | 80816 | 10/31/2021 | 10/31/2021 | \$ 3,500.00 | Pest Control | 117803 |
| Aurora Media Group | 101488 | 10/29/2021 | 10/29/2021 | \$ 34.15 | Retaining wall repairs/replace caps | 117593 |
| Brody Chemical | #INV03938 | 10/28/2021 | 10/28/2021 | \$ 104.99 | Repairs and maintenance | 117582 |
| CNA Surety | 15358605 | 11/30/2021 | 11/30/2021 | \$ 255.00 | Prepaid Insurance | 101255 |
| City of Aurora | 151228 | 10/31/2021 | 10/31/2021 | \$ 118.52 | Utilities | 117701 |
| City of Aurora | 152426 | 10/31/2021 | 10/31/2021 | \$ 386.96 | Utilities | 117701 |
| City of Aurora | 146368 | 10/31/2021 | 10/31/2021 | \$ 211.08 | Utilities | 117701 |
| City of Aurora | 146396 | 10/31/2021 | 10/31/2021 | \$ 67.79 | Utilities | 117701 |
| City of Aurora | 151230 | 10/31/2021 | 10/31/2021 | \$ 207.90 | Utilities | 117701 |
| City of Aurora | 142090 | 10/31/2021 | 10/31/2021 | \$ 164.92 | Utilities | 117701 |
| City of Aurora | 151226 | 10/31/2021 | 10/31/2021 | \$ 125.73 | Utilities | 117701 |
| City of Aurora | 150518 | 10/31/2021 | 10/31/2021 | \$ 46.42 | Utilities | 117701 |
| City of Aurora | 146452 | 10/31/2021 | 10/31/2021 | \$ 153.40 | Utilities | 117701 |
| CliftonLarsonAllen LLP | 3038059 | 9/30/2021 | 9/30/2021 | \$ 3,445.29 | Accounting | 107000 |
| CliftonLarsonAllen LLP | 3038059 | 9/30/2021 | 9/30/2021 | \$ 709.71 | Billing services | 107800 |
| Colorado Comfort Products | 45280-1 | 9/8/2021 | 9/8/2021 | \$ 275.00 | Repairs and maintenance | 117582 |
| Common Area Maintenance Services | M11012338 | 11/30/2021 | 11/30/2021 | \$ 1,905.00 | Street sweeping | 117808 |
| Full Spectrum Lighting, Inc | 2111808 | 11/1/2021 | 11/1/2021 | \$ 3,282.00 | Street lighting/ striping | 117855 |
| IMS Printing & Signs | 42764 | 11/1/2021 | 11/1/2021 | \$ 9,065.25 | Signage and decor | 117587 |
| Keesen Landscape Management, Inc. | 173706 | 10/26/2021 | 10/26/2021 | \$ 7,459.55 | Landscape maintenance & irrigation repair | 117585 |
| Keesen Landscape Management, Inc. | 173708 | 10/26/2021 | 10/26/2021 | \$ 2,202.81 | Landscape maintenance & irrigation repair | 117585 |
| M & J Wilkow Properties, LLC | 26002 | 11/30/2021 | 11/30/2021 | \$ 9,616.33 | Property maintenance | 117804 |
| MR/Westco Inc | 38506 | 11/4/2021 | 11/4/2021 | \$ 2,425.00 | Repairs and maintenance | 117582 |
| Metco Landscape, Inc | SM211250 | 11/1/2021 | 11/1/2021 | \$ 13,047.00 | Landscape maintenance & irrigation repair | 117585 |
| Millard Mall Services | 81201 | 11/30/2021 | 11/30/2021 | \$ 16,249.26 | Monthly cleaning | 117802 |
| SavATree | 9648793 | 8/16/2021 | 8/16/2021 | \$ 510.00 | Landscape maintenance & irrigation repair | 117585 |
| SavATree | 9660453 | 9/29/2021 | 9/29/2021 | \$ 990.00 | Landscape maintenance & irrigation repair | 117585 |
| SavATree | 9649752 | 8/23/2021 | 8/23/2021 | \$ 310.00 | Landscape maintenance & irrigation repair | 117585 |
| SavATree | 9677607 | 10/12/2021 | 10/12/2021 | \$ 990.00 | Landscape maintenance & irrigation repair | 117585 |
| Special District Management Services, Inc. | 10/21 PM | 10/31/2021 | 10/31/2021 | \$ 3,000.00 | Property management | 117805 |
| Special District Management Services, Inc. | 10/21 DM | 10/31/2021 | 10/31/2021 | \$ 54.00 | Medians | 307863 |
| Special District Management Services, Inc. | 10/21 DM | 10/31/2021 | 10/31/2021 | \$ 5,320.65 | District management | 107440 |
| Special District Management Services, Inc. | 10/21 DM | 10/31/2021 | 10/31/2021 | \$ 18.00 | Monument | 307861 |
| Sunland Asphalt | 29049E | 10/28/2021 | 10/28/2021 | \$ 31,246.08 | Street repairs/sidewalk | 117586 |
| Utility Notification Center of Colorado | 221101406 | 10/31/2021 | 10/31/2021 | \$ 7.92 | Repairs and maintenance | 117582 |
| White, Bear & Ankele PC | 19003 | 10/31/2021 | 10/31/2021 | \$ 3,211.61 | Legal services | 107460 |
| Xcel Energy | 21-Nov | 11/30/2021 | 11/30/2021 | \$ 3,746.59 | Utilities | 117701 |
| Yesco | 2 | 10/31/2021 | 10/31/2021 | \$ 24,694.00 | Monument | 307861 |

\$ 154,403.71

**Southlands Metropolitan District No. 1
November-21**

| | General | Debt | Capital | Totals |
|---|----------------------|-------------|---------------------|----------------------|
| Disbursements | \$ 124,408.40 | | \$ 24,766.00 | \$ 149,174.40 |
| Xcel - Auto Pay | \$ 3,746.59 | \$ - | \$ - | \$ 3,746.59 |
| Aurora Water - Auto Pay | \$ 1,482.72 | \$ - | \$ - | \$ 1,482.72 |
| Total Disbursements from Checking Acct | \$ 129,637.71 | \$ - | \$ 24,766.00 | \$ 154,403.71 |

**Southlands Metropolitan District No. 1
December-21**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|--------------|------------|------------|---------------|---|----------------|
| Allied Universal | 12041154 | 11/25/2021 | 12/25/2021 | \$ 4,786.08 | Security | 117806 |
| Animal & Pest Control Specialist, Inc. | 77442 | 9/10/2021 | 9/10/2021 | \$ 1,010.00 | Pest Control | 117803 |
| Animal & Pest Control Specialist, Inc. | 77433 | 9/17/2021 | 9/17/2021 | \$ 3,900.00 | Pest Control | 117803 |
| Animal & Pest Control Specialist, Inc. | 81174 | 11/30/2021 | 11/30/2021 | \$ 2,500.00 | Pest Control | 117803 |
| Brody Chemical | INV05304 | 11/30/2021 | 12/30/2021 | \$ 104.99 | Repairs and maintenance | 117582 |
| Brody Chemical | INV05319 | 11/30/2021 | 12/30/2021 | \$ 3,542.59 | Snow removal | 117807 |
| City of Aurora | 151228 11/21 | 12/6/2021 | 12/10/2021 | \$ 17.58 | Utilities | 117701 |
| City of Aurora | 151226 11/21 | 12/10/2021 | 12/10/2021 | \$ 17.58 | Utilities | 117701 |
| City of Aurora | 146396 11/21 | 12/6/2021 | 12/10/2021 | \$ 67.79 | Utilities | 117701 |
| City of Aurora | 152426 11/21 | 12/10/2021 | 12/10/2021 | \$ 38.04 | Utilities | 117701 |
| City of Aurora | 150518 11/21 | 12/10/2021 | 12/10/2021 | \$ 17.58 | Utilities | 117701 |
| City of Aurora | 146452 11/21 | 12/10/2021 | 12/10/2021 | \$ 38.04 | Utilities | 117701 |
| City of Aurora | 142090 11/21 | 12/10/2021 | 12/10/2021 | \$ 38.04 | Utilities | 117701 |
| City of Aurora | 151230 11/21 | 12/10/2021 | 12/10/2021 | \$ 17.58 | Utilities | 117701 |
| City of Aurora | 146368 11/21 | 12/10/2021 | 12/10/2021 | \$ 38.04 | Utilities | 117701 |
| CliftonLarsonAllen LLP | 3071936 | 10/31/2021 | 10/31/2021 | \$ 8,122.74 | Accounting | 107000 |
| Colorado Special Districts Property and Liability Pool | POL-0010540 | 12/14/2021 | 12/14/2021 | \$ 41,038.00 | Insurance and bonds | 107360 |
| Colorado Special Districts Property and Liability Pool | 14072 | 11/16/2021 | 11/16/2021 | \$ 330.00 | Insurance and bonds | 107360 |
| Common Area Maintenance Services | M12012335 | 12/1/2021 | 12/1/2021 | \$ 1,905.00 | Street sweeping | 117808 |
| Diversified Underground, Inc | 24900 | 11/30/2021 | 12/30/2021 | \$ 75.00 | Repairs and maintenance | 117582 |
| Dodge Data & Analytics | A40037568 | 11/30/2021 | 11/30/2021 | \$ 133.98 | Monument | 307861 |
| Full Spectrum Lighting, Inc | 2111863 | 11/15/2021 | 11/15/2021 | \$ 2,330.00 | Street lighting/ striping | 117855 |
| Full Spectrum Lighting, Inc | 2111862 | 11/14/2021 | 11/14/2021 | \$ 5,940.00 | Street lighting/ striping | 117855 |
| Full Spectrum Lighting, Inc | 2111812 | 11/3/2021 | 11/3/2021 | \$ 775.00 | Street lighting/ striping | 117855 |
| Full Spectrum Lighting, Inc | 2111858 | 11/5/2021 | 11/5/2021 | \$ 1,035.00 | Street lighting/ striping | 117855 |
| IMS Printing & Signs | 42881 | 11/22/2021 | 12/7/2021 | \$ 2,629.00 | Signage and decor | 117587 |
| Integrated Wall Solutions, LLC | 999 | 11/30/2021 | 11/30/2021 | \$ 72,237.92 | Retaining wall repairs/replace caps | 117593 |
| Integrated Wall Solutions, LLC | 999 | 11/30/2021 | 11/30/2021 | \$ (7,223.80) | Retainage Payable | 302501 |
| StoneZ, Inc. Hospitality Trends | 2963 | 4/16/2021 | 12/17/2021 | \$ 3,128.50 | Repairs and maintenance | 107582 |
| Keesen Landscape Management, Inc. | 174484 | 11/9/2021 | 12/9/2021 | \$ 2,751.17 | Landscape maintenance & irrigation repair | 107585 |
| Keesen Landscape Management, Inc. | 174446 | 11/4/2021 | 12/4/2021 | \$ 4,302.65 | Landscape maintenance & irrigation repair | 107585 |
| M & J Wilkow Properties, LLC | 26284 | 12/1/2021 | 12/31/2021 | \$ 9,616.33 | Property maintenance | 117804 |
| Millard Mall Services | 81321 | 12/2/2021 | 1/1/2022 | \$ 14,906.40 | Monthly cleaning | 117802 |
| Phillip Doulik Painting, LLC | 211210 | 12/1/2021 | 12/1/2021 | \$ 1,500.00 | Repairs and maintenance | 107582 |
| SavATree | 9690386 | 10/12/2021 | 10/12/2021 | \$ 84,487.00 | Signage and decor | 117587 |
| SavATree | 9690385 | 12/16/2021 | 12/16/2021 | \$ 2,602.00 | Signage and decor | 117587 |
| SavATree | 9764818 | 11/17/2021 | 11/17/2021 | \$ 995.00 | Landscape maintenance & irrigation repair | 117585 |
| ShowTek Events | S211120.602 | 11/20/2021 | 11/20/2021 | \$ 14,450.00 | Public Events | 107810 |
| ShowTek Events | S211120602T | 11/24/2021 | 11/24/2021 | \$ 644.40 | Public Events | 107810 |
| Special District Management Services, Inc. | PM 11/2021 | 11/30/2021 | 11/30/2021 | \$ 3,000.00 | Property management | 117805 |
| Special District Management Services, Inc. | DM 11/2021 | 11/30/2021 | 11/30/2021 | \$ 5,070.38 | District management | 107440 |
| Special District Management Services, Inc. | DM 11/2021 | 11/30/2021 | 11/30/2021 | \$ 108.00 | Monument | 307861 |
| Utility Notification Center of Colorado | 221111372 | 11/30/2021 | 11/30/2021 | \$ 6.60 | Repairs and maintenance | 117582 |
| White, Bear & Ankele PC | 19516 | 12/16/2021 | 12/16/2021 | \$ 3,917.63 | Legal services | 107460 |
| Xcel Energy | 760042440 | 12/14/2021 | 12/14/2021 | \$ 4,354.66 | Utilities | 117701 |

\$ 301,302.49

**Southlands Metropolitan District No. 1
December-21**

| | General | Debt | Capital | Totals |
|---|----------------------|-------------|------------------|----------------------|
| Disbursements | \$ 296,415.58 | | \$ 241.98 | \$ 296,657.56 |
| Xcel - Auto Pay | \$ 4,354.66 | \$ - | \$ - | \$ 4,354.66 |
| Aurora Water - Auto Pay | \$ 290.27 | \$ - | \$ - | \$ 290.27 |
| Total Disbursements from Checking Acct | \$ 301,060.51 | \$ - | \$ 241.98 | \$ 301,302.49 |

**Southlands Metropolitan District No. 1
January-22**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|-----------------|------------|------------|--------------|---|----------------|
| Allied Universal | 12179662 | 12/30/2021 | 1/29/2022 | \$ 6,258.72 | Security | 117806 |
| Aurora Media Group | 101654 | 11/22/2021 | 12/7/2021 | \$ 91.10 | Repairs and maintenance | 117582 |
| Brody Chemical | #INV06610 | 12/30/2021 | 1/29/2022 | \$ 104.99 | Repairs and maintenance | 117582 |
| City of Aurora | 142090 12-21 | 1/13/2022 | 1/13/2022 | \$ 38.25 | Utilities | 117701 |
| City of Aurora | 151230 12-21 | 1/6/2022 | 1/6/2022 | \$ 17.68 | Utilities | 117701 |
| City of Aurora | 146396 12-21 | 1/13/2022 | 1/13/2022 | \$ 68.18 | Utilities | 117701 |
| City of Aurora | 150518 12-21 | 1/13/2022 | 1/13/2022 | \$ 17.68 | Utilities | 117701 |
| City of Aurora | 151228 12-21 | 1/13/2022 | 1/13/2022 | \$ 17.68 | Utilities | 117701 |
| City of Aurora | 146452 12-21 | 1/13/2022 | 1/13/2022 | \$ 38.25 | Utilities | 117701 |
| City of Aurora | 151226 12-21 | 1/13/2022 | 1/13/2022 | \$ 17.68 | Utilities | 117701 |
| City of Aurora | 152426 12-21 | 1/13/2022 | 1/13/2022 | \$ 38.25 | Utilities | 117701 |
| City of Aurora | 146368 12-21 | 1/13/2022 | 1/13/2022 | \$ 38.25 | Utilities | 117701 |
| CliftonLarsonAllen LLP | 3094272 | 11/30/2021 | 11/30/2021 | \$ 4,319.28 | Accounting | 107000 |
| Common Area Maintenance Services | M01012473 | 1/1/2022 | 1/1/2022 | \$ 1,905.00 | Street sweeping | 117808 |
| Deck The Malls Inc. | 21-0125-final | 10/15/2021 | 12/31/2021 | \$ 900.00 | Signage and decor | 117587 |
| Deck The Malls Inc. | 21-0124 - Final | 10/15/2021 | 12/31/2021 | \$ 5,300.00 | Signage and decor | 117587 |
| Diversified Underground, Inc | 25043 | 12/31/2021 | 1/30/2022 | \$ 150.00 | Repairs and maintenance | 117582 |
| Full Spectrum Lighting, Inc | 2111945 | 12/13/2021 | 12/13/2021 | \$ 216.00 | Street lighting/ striping | 117855 |
| Keesen Landscape Management, Inc. | 175463 | 1/4/2022 | 2/3/2022 | \$ 16,235.00 | Landscape maintenance & irrigation repair | 117585 |
| Keesen Landscape Management, Inc. | 174575 | 11/22/2021 | 12/22/2021 | \$ 7,500.00 | Floral | 117801 |
| M & J Wilkow Properties, LLC | 26597 | 1/1/2022 | 1/31/2022 | \$ 9,616.33 | Property maintenance | 117804 |
| Millard Mall Services | 81512 | 12/31/2021 | 12/31/2021 | \$ 15,256.12 | Monthly cleaning | 117802 |
| SavATree | 9764819 | 12/15/2021 | 12/17/2021 | \$ 995.00 | Landscape maintenance & irrigation repair | 117585 |
| SavATree | 10215392 | 12/21/2021 | 12/27/2021 | \$ 3,790.00 | Landscape maintenance & irrigation repair | 117585 |
| Special District Management Services, Inc. | DM 12/2021 | 12/31/2021 | 12/31/2021 | \$ 234.00 | Retaining wall repairs/replace caps | 117593 |
| Special District Management Services, Inc. | DM 12/2021 | 12/31/2021 | 12/31/2021 | \$ 792.00 | Medians | 307863 |
| Special District Management Services, Inc. | DM 12/2021 | 12/31/2021 | 12/31/2021 | \$ 2,479.90 | District management | 107440 |
| Special District Management Services, Inc. | PM 12/2021 | 12/31/2021 | 12/31/2021 | \$ 3,000.00 | Property management | 117805 |
| Utility Notification Center of Colorado | 221121338-68330 | 12/31/2021 | 12/31/2021 | \$ 9.24 | Repairs and maintenance | 117582 |
| White, Bear & Ankele PC | 19827 | 12/31/2021 | 12/31/2021 | \$ 653.44 | Medians | 307863 |
| White, Bear & Ankele PC | 19827 | 12/31/2021 | 12/31/2021 | \$ 4,212.24 | Legal services | 107460 |
| Xcel Energy | 763790365 | 1/14/2022 | 1/14/2022 | \$ 4,115.05 | Utilities | 117701 |
| | | | | \$ 88,425.31 | | |

Southlands Metropolitan District No. 1
January-22

| | General | Debt | Capital | Totals |
|---|--------------|------|-------------|--------------|
| Disbursements | \$ 82,572.92 | | \$ 1,445.44 | \$ 84,018.36 |
| Xcel - Auto Pay | \$ 4,115.05 | \$ - | \$ - | \$ 4,115.05 |
| Aurora Water - Auto Pay | \$ 291.90 | \$ - | \$ - | \$ 291.90 |
| Total Disbursements from Checking Acct | \$ 86,979.87 | \$ - | \$ 1,445.44 | \$ 88,425.31 |



December 20, 2021

WORK ORDER #81074

PROPOSAL FOR

NICK MONCADA
 SPECIAL DISTRICT MANAGEMENT SERVICES
 SOUTHLANDS MALL METRO
 E. COMMONS AVE. & S. AURORA PARKWAY
 AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Service Street Retain Wall clean up and mulch

Clean up and remove gravel and cement on the east side of the retain wall. Replace weed barrier where its been destroyed

Install new cedar mulch where needed, trim up plants and reinstall drip system that was torn up by wall reconstruction. .Install 3 new 5Gallon Red Dogwood plants.

| | |
|------------------|-------------------|
| Sale | \$3,235.05 |
| Sales Tax | \$0.00 |
| Total | \$3,235.05 |

**SOUTHLANDS MALL METRO
 WORK ORDER SUMMARY**

| INCLUDED SERVICES | SALES TAX | TOTAL COST |
|--------------------------|------------------|-------------------|
| Site clean up and mulch | \$0.00 | \$3,235.05 |
| | \$0.00 | \$3,235.05 |

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Patrick Atkinson

Date 12/20/2021

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

SOUTHLANDS MALL METRO

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the 23rd day of November 2021 by and between **SOUTHLANDS METROPOLITAN DISTRICT**, hereinafter called "CLIENT," and **COLLINS ENGINEERS, INC.**, hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as **Southlands Mall – Retaining Wall Drainage Mitigation, Aurora CO**, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)
455 Sherman Street, Suite 160
Denver, CO 80203

SOUTHLANDS METROPOLITAN DISTRICT NO. 1 (CLIENT)
141 Union Boulevard, Suite 150
Lakewood, CO 80228

By

Bryant Walters – Regional Manager/Vice President
Title

November 23, 2021
Date

By

Title

Date

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of CLIENT

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Governing Law

The laws of the State of Illinois shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF SERVICES

COLLINS ENGINEERS INC.

November 23, 2021

Robert Graham
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

Re: Southlands Metropolitan District No. 1
Southlands Mall – Retaining Wall Drainage Mitigation
Aurora, Colorado

Dear Robert,

We are pleased to submit our proposed Agreement for professional civil engineering services in connection with the retaining wall investigation and drainage mitigation project located adjacent to Smoky Hill Road between S. Main Street and S. Aurora Pkwy in Aurora, Colorado.

“Services” will include a topographic exhibit survey including independent underground utility location services, a retaining wall inspection and report in accordance with the Colorado Department of Transportation Retaining and Noise Wall Manual and site drainage analysis and repair recommendations and construction plans.

Following is a summary of scope of services that COLLINS ENGINEERS, INC. (COLLINS) anticipates performing:

I. SERVICES:

- A. TOPOGRAPHIC SURVEY EXHIBIT - COLLINS will contract with Flatirons Inc. to prepare a Topographic Exhibit with 1' contours of the existing wall area located along Smoky Hill Road between S. Main Street and S. Aurora Pkwy at Southlands Mall. Flatirons will measure the topographic site features, locate visible evidence of utilities, walls (top, bottom, any depressions behind the walls), topo approximately 20' in front of the walls into the parking lots, topo above the walls extending to 5' past the curb and gutter in the road and utilities within the survey area and other major improvements. Additionally, Flatirons will provide some detailed topography of the sidewalk in areas to be marked by Collins. Vertical datum will be NAVD88. Boundary determination is not a part of the above-described scope of services, and it is understood that this is not a Land Survey Plat in accordance with CRS 38-51-102.
- B. RETAINING WALL INSPECTION AND REPORT - COLLINS will perform wall inspections, in accordance with the Colorado Department of Transportation Retaining and Noise Wall Manual. The area in question, located at the Southlands, supports E. Smoky Hill Rd. with a parking lot located below, is a tiered wall system which is constructed of (3) retaining walls. Collins Engineers will perform an element level inspection, provide an inspection report as well as repair recommendations for the (3) retaining wall structures
- C. RETAINING WALL DRAINAGE MITIGATION - COLLINS will perform a site investigation to review the current drainage patterns, as well as to measure the slope of the existing walk above the walls and mark areas of the walk exhibiting negative slope to Smoky Hill Road for detailed survey

for possible replacement. COLLINS will evaluate survey information and provide drainage improvement recommendations for the owner. COLLINS will prepare construction plans for drainage repairs to be performed as internal maintenance operations by Southlands Metropolitan District. Submittals to and approvals from local governing agencies are not included as part of this proposal.

II. SERVICES NOT INCLUDED:

The following services are not included as part of this proposal. If requested, these services will be performed on an hourly, time and materials basis according to the Collins Engineers Rate Schedule.

- A. This proposal anticipates the fees necessary for the initial site investigations, analysis and the process of developing construction/maintenance drawings to mitigate drainage effects to the existing retaining walls.
- B. Submittals of construction and/or permitting plans to local agencies is not included.
- C. Engineering services related to project scope changes beyond COLLINS' control.
- D. Services in connection with change in government requirements instituted after the date of this Agreement.
- E. Preparing documents for alternate bids or out-of-sequence services.
- F. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
- G. Services made necessary by contractor's default or by defects in the work of the contractor.
- H. Providing more representation and/or observation at the work site during construction (at the request of Owner, Contractor, or Architect), than listed under "Services."
- I. Providing services in connection with future facilities, systems or equipment, which are not intended to be constructed as part of this project.
- J. Design of any off-site improvements such as lane widening to adjacent streets or extending utility or drainage mains to the site.
- K. Detailed layout data for landscape features.
- L. Coordination of regulated utilities.
- M. Easements for public utilities.
- N. Record drawings and field survey for As-Builts.

III. COMPENSATION

A. "Services," upon which compensation is based, were determined from conversations with Robert Graham.

B. "Services" for the will be provided for a **lump sum** fee as follows:

- Topographic Survey: \$7,700
- Retaining Wall Inspection and Report: \$2,000
- Retaining Wall Drainage Mitigation: \$20,750

TOTAL FEES \$30,450

C. Services not included will be provided on an hourly basis following the Schedule of Rates and Charges listed below.

| Classification | Rate / Hour |
|---|-------------|
| Principal (E6) | \$230.00 |
| Senior Project Manager/Senior Project Engineer (E5) | \$210.00 |
| Project Manager/Project Engineer (E4) | \$170.00 |
| Engineer (E3) | \$150.00 |
| Junior Engineer (E2) | \$135.00 |
| Junior Engineer (E1) | \$105.00 |
| Senior Engineering Technician, Designer (T3, D3) | \$140.00 |
| Technician (T2, D2) | \$105.00 |
| Junior Technician (T1, D1) | \$80.00 |
| Clerical | \$85.00 |

These rates are subject to change at the beginning of each year.

D. If COLLINS is required to provide services under this Agreement beyond December 31, 2022, compensation will be increased 5% per six month period beyond that date.

E. Other consultant or professional services provided by others but furnished by COLLINS under this Agreement at a multiple of 1.1 times amount billed to COLLINS.

This Agreement, together with the "COLLINS Terms and Conditions" and any other Attachments and Exhibits hereto and made a part hereof, represents the entire Agreement and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendment shall be by written instrument only, signed by all parties.

If this Agreement is satisfactory, please sign below and return one copy to COLLINS as authorization to proceed. If you have any questions regarding this proposal, please feel free to contact Bryan Frantz or Bryant Walters at 303-447-0090.

EXHIBIT B
COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

LUMP SUM

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$30,450.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.



**Rocky Mountain
Tree Care, Inc.**

10575 W. 64th Avenue
Arvada, Colorado 80004
303-431-5885
303-456-6369 fax

November 30, 2021

Special District Management Services, Inc
Attn: Robert Graham
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**Over 20 years of
expert care & experience**

Re: Southlands Metro District #1

Tree Counts: 1104

| | | | | | |
|----------|-----|-------------|-----|-----------------|-----|
| Locust | 148 | Ash | 295 | Kentucky coffee | 14 |
| Linden | 49 | Maple | 30 | Pear | 39 |
| Pine | 200 | Hackberry | 3 | Crabapple | 116 |
| Oak | 178 | Golden rain | 3 | Catalpa | 1 |
| Sycamore | 2 | Spruce | 1 | Chokecherry | 13 |
| Hawthorn | 12 | | | | |

Plant Health Care

- Lilac ash borer – all ash (May) \$2100
- Ips beetle spray – all pines (April) \$1850
- Aphid, mite and Japanese beetle spray all trees and shrubs (3 applications \$3650 each, June/July/August) \$10950
- Deep roof feed – all trees with methylene urea, chelated micronutrients and mycorrhizae \$11000
- Deep root water – all trees with wetting agent (3 applications \$5500 each, fall and winter) \$16500

Plant Health Care Total \$42400

Pruning Recommendations

- Prune all pines, crabapples, pears and chokecherries in dormant season to deadwood, thin, shape, clear from sidewalks \$25000

Removal Recommendations

1. Remove dead locust \$50
Grind stump \$50
Replace with 2" honeylocust \$870
2. Remove dead maple \$50
Grind stump \$50
Replace with 2" Kentucky coffee tree \$960

| | | |
|--------|--------------------------------------|---------|
| 3. | Remove dead locust | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 4. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Kentucky coffee tree | \$960 |
| 5. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Kentucky coffee tree | \$960 |
| 6. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 7. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Kentucky coffee tree | \$960 |
| 8. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 9. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Kentucky coffee tree | \$960 |
| 10. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 11. | Remove dead ash | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 12. | Remove dead pear | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Chanticleer pear | \$900 |
| 13. | Remove dead pear | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Chanticleer pear | \$900 |
| 14. | Remove dead pear | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Chanticleer pear | \$900 |
| 15-28. | Remove 14 dead pears | \$700 |
| | Grind stumps | \$700 |
| | Replace with 14 Chanticleer pears | \$12600 |
| 29. | Remove dead pear | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" Chanticleer pear | \$900 |
| 30-42. | Remove 13 dead pears | \$650 |
| | Grind stumps | \$650 |
| | Replace with 13 2" Chanticleer pears | \$11700 |
| 43. | Remove dead locust | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |
| 44. | Remove dead locust | \$50 |
| | Grind stump | \$50 |
| | Replace with 2" honeylocust | \$870 |

| | |
|--------------------------------|--------|
| 45. Remove dead crabapple | \$50 |
| Grind stump | \$50 |
| 46. Remove dead pine | \$50 |
| Grind stump | \$50 |
| Replace with 8' ponderosa pine | \$1095 |
| 47. Remove dead pine | \$50 |
| Grind stump | \$50 |
| Replace with 8' ponderosa pine | \$1095 |
| 48. Remove dead crabapple | \$50 |
| Grind stump | \$50 |
| 49. Remove dead crabapple | \$50 |
| Grind stump | \$50 |
| 50. Remove dead pine | \$50 |
| Grind stump | \$50 |
| 51. Remove dead maple | \$50 |
| Grind stump | \$50 |
| 52. Remove dead crabapple | \$50 |
| Grind stump | \$50 |
| 53-54. Remove 2 dead maples | \$100 |
| Grind stumps | \$100 |
| 55-57. Remove 3 dead locust | \$150 |
| Grind stumps | \$150 |
| Replace with 3 2" honeylocust | \$2610 |
| 58-59 Remove 2 dead crabapples | \$100 |
| Grind stumps | \$100 |

Tree Pruning, Removals, Stump Grinding and Planting Total \$75360

Note: All trees planted are guaranteed for one year

Please call if you have any questions.

Thank you,

Ryan Wessels
Rocky Mountain Tree Care, Inc
303.775.7337



15558 E Hinsdale Cr, Centennial CO 80112

SDMSI AK 4496819 Attn Robert Graham

2022 Tree care proposal

Plant health care recommendations

Treat 96 ash trees for lilac ash borer control = 845.00

Inject soil around all ash trees to control leaf curl aphids, apply at the high rate to also control Emerald ash borer = 1,780.00

Treat all spruce and ponderosa pines to control Ips engraver beetle = 550.00

Inspect all plant material and treat for foliar insect and mite control

Early season visit = 1,190.00

Mid-season visit = 1,190.00

Mid/late season visit = 1.190.00

Deep root fertilize with Kelp all established trees = 5,435.00

Inject soil with kelp around all newly planted trees = 910.00

Deep root water all trees = 6,115.00; November December

General tree care recommendations

Cut to low stumps 49 ash and 18 locusts = 5,670.00

Grind and clean stumps = 4,655.00

Tree planting recommendations

Plant the following trees

Twenty-five 1 3/4" diameter Imperial locust trees = \$19,875.00

Twenty-five 1 ¾" Kentucky coffee trees = 21,375.00

Seventeen 1 ¾' Texas red oaks = 15,045.00

Planting Total = \$56,295.00

We offer a 1 year warranty contingent on drip irrigation being brought to the trees. SAT to water these trees until the drip is installed and during the dormant period for the 1st year.

Price = 815.00 per occurrence

Respectfully submitted

David Entwistle, Certified arborist # RM-0445

Prepared By:

David Entwistle-Colorado Commercial District

ISA Certified Arborist

Phone: (303) 210-9926

Email: dentwistle@savatree.com

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: _____ Date: _____

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees,

express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES

You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS

Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

CUSTOMER REFERRAL PROGRAM

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 9-3-2021 aso-pdf



Southlands metro district planting bid.

Attn Ann Finn

afinn@sdmsi.com

Plant 35 2" diameter Cleveland select pear trees = 22,460.00

Upon inspection before planting, I anticipate that there will be some pears

That will have established. In that case we will deduct 640.00 dollars per tree

From the 35 trees listed.

The price of 22,460.00 is 20% less then the 2021 price of 28,078.00. This discount is offered in good faith to help mitigate the cost of replanting drought damaged trees. The only condition of this offer is that Savatree is retained for tree care for the 2022 season.

Respectfully submitted

Dave Entwistle

Certified arborist # RM-0445



David Entwistle
15558 E Hinsdale Cir,
Centennial, CO 80112
Phone: (303)-210-9926
Email: dentwistle@savatree.com

Prepared By:
David Entwistle

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: _____ Date: _____

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, **Mike's Tree Surgeons**, **Integrity Tree Service**, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn **Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn** (collectively referred to as "SavATree") ("**Agreement**").

PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

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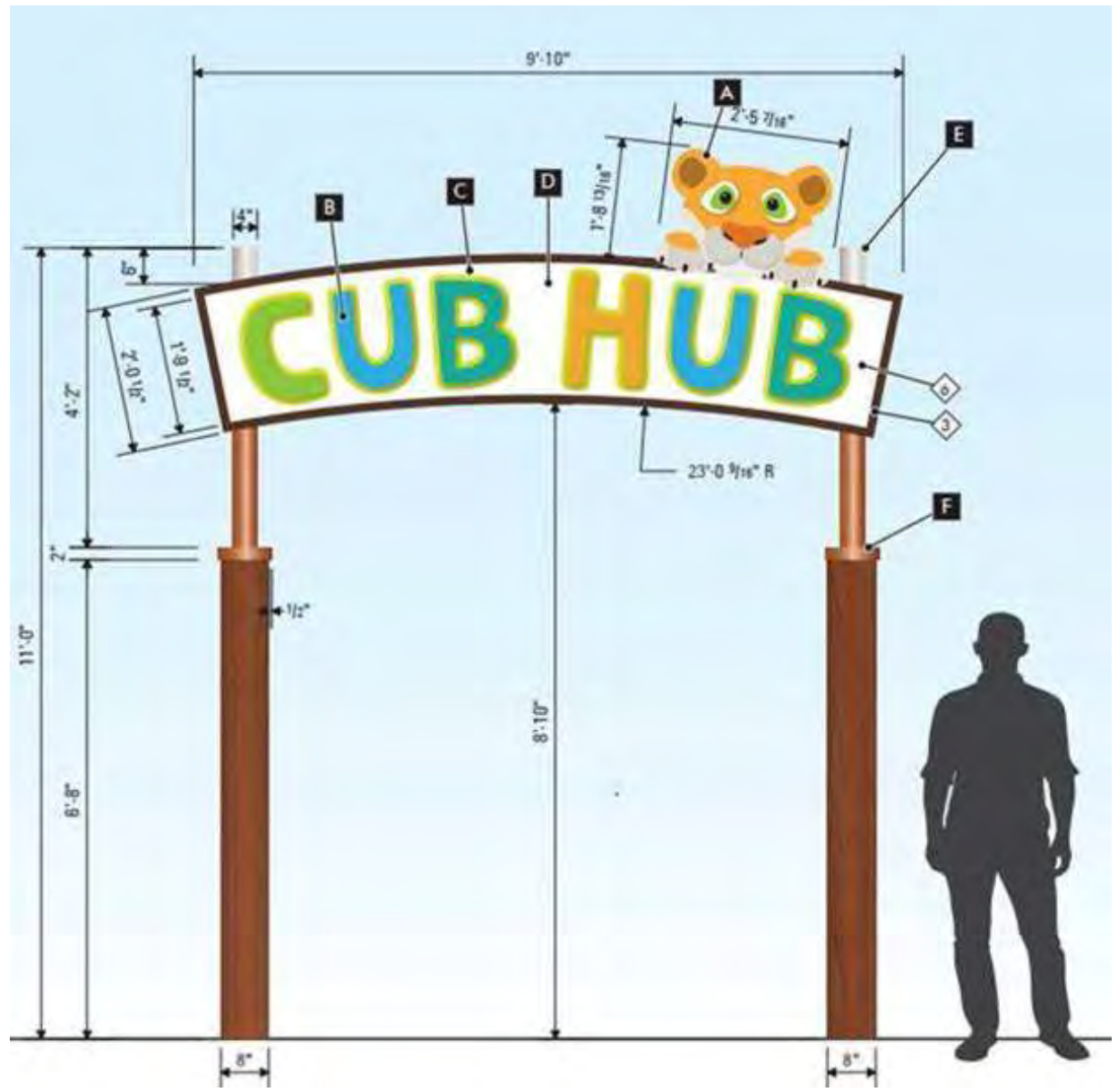
Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

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From: Lesanne Dominguez <ldominguez@architerragroup.com>
Sent: Friday, February 04, 2022 11:38 AM
To: Ann Finn <afinn@sdmsi.com>
Subject: RE: Southlands No. 1- Bidding Information for the Median Renovation Project

Hi Ann,

The last piece we are confirming with the City are the sight triangles. Their guidance is muddy, so we are trying to ensure that we are meeting their criteria.

Once that is complete, we can finalize the plans for board review. I'm not sure when exactly that will be since it's dependent on response from the City.

However, it's probably safe to plan for bidding in March/April. The contractor won't be able to start work until mid-April at the earliest, though I would recommend early to mid-May if possible. So, working backwards, I developed the schedule below for the project manual.

| | |
|-------------------------------------|----------------------------|
| Board Review/Comment on Final Plans | Due March 4, 2022; 5:00 pm |
| Invitation to Bid Published | March 24, 2022; 8:00 am |
| Bid Package Available | March 24, 2022; 8:00 am |
| Optional Pre-Bid Meeting | April 1, 2022; 1:00 pm |
| Questions Due | April 4, 2022; 5:00 pm |
| Addenda Issued | April 8, 2022; 5:00 pm |
| Bids Due | April 15, 2022; 2:00 pm |

This assumes that the invitation to bid is complete by March 18th. So we would need any final comments back from the board by March 4th. We will aim for sending the final plans to you by February 25, or sooner if the coordination with the City goes quicker than anticipated. We may not receive final approval from the City until March or even April, but I think it's safe to bid. If the City comes up with any additional comments (which happens), we can pick up those changes in a bid addendum or change order, depending on where we are in the bidding/contracting process.

If bids are due on April 15, the board could enter into a contract with the contractor the next week and issue a notice to proceed as soon as that is done. I'm not sure how quickly that is all accomplished, but if that can be done in a week or so, then the contractor can start mobilizing and site preparation during late April and start planting in May. I think that would be best case for providing a good start for the plant material. April can be so cold and snowy and requires covering and additional care for plant material. I would anticipate that construction will take approximately 6-8 weeks, but we'll have to confirm that with the winning contractor.

How does all of that sound?

Lesanne Domínguez, PLA, ASLA, SEGD
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(720) 371-6193 m
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