

IRON WORKS VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Cecily VanHouten	Vice President	2022/May 2023
Taylor Strickland	President	2022/May 2023
Carter Harris	Treasurer	2023/May 2023
Bryan Karns	Secretary	2023/May 2022
Jennifer Bartlett	Assistant Secretary	2022/May 2022

DATE: June 7, 2021

TIME: 6:00 P.M.

PLACE: Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via Zoom and can be joined through the directions below: *Please email Peggy Ripko if there are any issues (pripko@sdmsi.com).*

<https://us02web.zoom.us/j/83167263705?pwd=aG1oNGltN1NOM2JCUy91aFdMKzYyZz09>

Meeting ID: 831 6726 3705

Passcode: 744382

1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Confirm Quorum and Present Conflict Disclosures.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

II. PUBLIC COMMENTS- of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person

A. _____

III. CONSENT AGENDA - These items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board. **Enclosures included in electronic packets only; hard copies available upon request.**

- Review and approve Minutes of the December 15, 2020 special meeting and the April 12, 2021 Special Meeting (enclosures).
 - Ratification of payment of claims for the period April 12, 2021, in the amount of \$90,330.72 and June 7, 2021, in the amount of \$37,752.33 (enclosures).
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IV. FINANCIAL MATTERS

- A. Review and accept unaudited financial statements for the period ending March 31, 2021 and schedule of cash position ending March 31, 2021 (to be distributed).
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- B. Review and consider approval of 2020 Audited Financial Statements (to be distributed) and authorize execution of Representations Letter.
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V. COMMUNITY MANAGEMENT

- A. Discuss removal of foxtail grasses (enclosure).
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- B. Review proposal from Brightview Landscape Services for miscellaneous enhancement projects (enclosure).
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- C. Review proposal from Brightview Landscape Services for landscape snow damage repair (enclosure).
-
- D. Discuss 2018 Access Easement and Maintenance Agreement (enclosure).
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 7, 2021**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE IRON WORKS VILLAGE METROPOLITAN DISTRICT HELD DECEMBER 15, 2020

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Iron Works Village Metropolitan District (referred to hereafter as “District”), was convened on Tuesday, the 15th day of December, 2020, at 6:00 p.m. The meeting was open to the public. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held via ZOOM without any individuals (neither District Representative nor the general public) attending in-person. The meeting was open to the public via conference call.

ATTENDANCE

Directors In Attendance Were:

Cecily VanHouten (via Zoom)
Taylor Strickland (via Zoom)
Carter Harris (via Zoom)
Bryan Karns (via Zoom)
Jennifer Bartlett (via Zoom)

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”) (via Zoom)

Sean Allen, Esq.; White Bear Ankele Tanaka & Waldron, P.C. (via Zoom)

Aaron Foy- Developer (via Zoom)

Nick Steele – Berkadia (via Zoom)

Jason Sisk, Ty Oliver, Collin Varney, Anna Perry Stevens, Natalie Whitney, Stephanie Parrino, Chris Sandelli, Stephanie (No last name given); Residents

DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

RECORD OF PROCEEDINGS

Attorney Allen noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Directors' Disclosure Statements have been filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for the District's special meeting.

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

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Harris, seconded by Director Bartlett and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or requests that the meeting place be changed by residents or tax paying electors within its boundaries.

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL MATTERS

Possible Additional Builder Advance: Attorney Allen and Mr. Foy presented to the Board. In order to keep apartment operations fees the same, the developer offered to provide a contribution that will cover any shortfall and anticipated developer advances, along with concessions regarding landscape.

Following discussion, upon motion duly made by Director Strickland, seconded by Director VanHouten and, upon vote, unanimously carried, the Board approved the additional builder advance.

RECORD OF PROCEEDINGS

OTHER BUSINESS

Landscape Contract: The Board discussed concerns with the performance of CoCal Landscaping.

Following discussion, upon motion duly made by Director Strickland, seconded by Director VanHouten and, upon vote, unanimously carried, the Board directed staff to request a new account manager.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE IRON WORKS VILLAGE METROPOLITAN DISTRICT HELD APRIL 12, 2021

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Iron Works Village Metropolitan District (referred to hereafter as “District”), was convened on Monday, the 12th day of April, 2021, at 6:00 p.m. The meeting was open to the public. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held via ZOOM without any individuals (neither District Representative nor the general public) attending in-person. The meeting was open to the public via Zoom.

ATTENDANCE

Directors In Attendance Were:

Taylor Strickland (via Zoom)
Carter Harris (via Zoom)
Bryan Karns (via Zoom)
Jennifer Bartlett (via Zoom)

Following discussion, upon motion duly made by Director Harris seconded by Director Strickland and, upon vote, unanimously carried, the absence of Cecily VanHouten was excused.

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”) (via Zoom)

Jason Sisk- Treeline Multifamily Partners/Iron Works Apartments (via Zoom)

Adam Sattley & Tim Hartwig- Iron Works Apartments (via Zoom)

Peter (No last name given), Victoria Whealdon, AJ Trujillo, Hannah (No last name given), Justin (No last name given), Sandy Glatt, Dave Sedelnick, Collin Varney, Emma Gladson; Residents (via Zoom)

RECORD OF PROCEEDINGS

DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Ripko noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Directors' Disclosure Statements have been filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for the District's special meeting.

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

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Harris, seconded by Director Strickland and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or requests that the meeting place be changed by residents or tax paying electors within its boundaries.

PUBLIC COMMENT

There were no public comments at this time.

COMMUNITY MANAGEMENT

Enforcement Resolution Regarding Dog Waste Concerns: Ms. Ripko addressed the Board and residents with the enforcement process for the District and the challenges regarding enforcing for dog waste.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Strickland, seconded by Director Harris and, upon vote, unanimously carried, the Board approved updating the Resolution Regarding Dog Waste Concerns.

Landscape Maintenance: The Board reviewed the proposal from Brightview Holdings, Inc. for Landscape Maintenance.

Following discussion, upon motion duly made by Director Strickland, seconded by Director Harris and, upon vote, unanimously carried, the Board authorize preparation of the Independent Contractor Landscape Maintenance at Iron Works Village Agreement between the District and Brightview Holdings, Inc., subject to revisions as discussed, and authorized execution by Director Bartlett.

Covenant Enforcement Legal Services: The Board reviewed the proposal from Altitude Community Law for covenant enforcement legal services.

Following discussion, upon motion duly made by Director Strickland, seconded by Director Harris and, upon vote, unanimously carried, the Board Approved the proposal from Altitude Community Law for covenant enforcement legal services.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

**Iron Works Village Metropolitan District
4/12/2021**

Checks to be Ratified

Checks	Dated	Amount
1126-1129	9/24/2020	5,342.61
1130-1135	10/23/2020	10,983.66
1136-1139	11/16/2020	5,510.51
1140-1145	12/1/2020	14,066.09
9000-9005	1/21/2021	17,899.97
9006-9012	2/23/2021	13,463.83
9013-9017	3/24/2021	23,064.05
		<u>90,330.72</u>

Autopays	Dated	Amount
PayTech	9/3/20	30.02
PayTech	10/5/20	39.66
PayTech	11/3/20	42.65
PayTech	12/3/20	30.78
PayTech	1/5/21	47.60
PayTech	2/3/21	52.66
PayTech	3/3/21	30.02
Express Tech	7/6/20	29.74
Express Tech	8/5/20	22.65
Express Tech	9/4/20	15.50
Express Tech	10/5/20	30.00
Express Tech	11/5/20	48.57
Express Tech	12/4/20	12.04
Express Tech	1/5/21	28.51
Express Tech	2/5/21	301.76
Express Tech	3/5/21	11.26
Waste Mgt online pmt	7/2/20	967.42
Waste Mgt online pmt	7/28/20	972.42
Waste Mgt online pmt	9/1/2020	512.25
Waste Mgt online pmt	9/15/2020	1,658.78
Waste Mgt online pmt	10/21/2020	1,678.75
Waste Mgt online pmt	12/7/2020	3,670.07
Waste Mgt online pmt	1/7/2021	1,903.88
Waste Mgt online pmt	2/5/2021	1,915.03
Waste Mgt online pmt	3/2/2021	1,915.03
Waste Mgt online pmt	4/7/2021	2,049.60
		<u>18,016.65</u>

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09300	0	1126	11815	08/31/2020	09/24/2020	August legal	3,364.06
	**** TOTAL ****			White, Bear, Ankele, Tanaka & Wald			3,364.06
01-000-09050	0	1127	27189	08/31/2020	09/24/2020	August accounting	1,443.55
	**** TOTAL ****			Simmons & Wheeler			1,443.55
01-000-01360	0	1128	4373	09/09/2020	09/24/2020	2021 workers comp	450.00
	**** TOTAL ****			Colorado Special Districts Property			450.00
01-000-09310	0	1129	28865	09/15/2020	09/24/2020	Irrigation tech	85.00
	**** TOTAL ****			CoCal Landscape			85.00
01-000-09300	0	1130	12285	09/30/2020	10/23/2020	September legal	2,953.94
	**** TOTAL ****			White, Bear, Ankele, Tanaka & Wald			2,953.94
01-000-09050	0	1131	27359	09/30/2020	10/23/2020	September accounting	1,105.45
	**** TOTAL ****			Simmons & Wheeler			1,105.45
01-000-09310	0	1132	25219	06/01/2020	10/23/2020	June services	867.00
01-000-09310	0	1132	26133	06/23/2020	10/23/2020	Irrigation repair	748.56
01-000-09310	0	1132	29843	10/01/2020	10/23/2020	October services	867.00
01-000-09310	0	1132	30190	09/30/2020	10/23/2020	Irrigation repair	397.35
	**** TOTAL ****			CoCal Landscape			2,879.91
01-000-09450	0	1133	220090675	09/30/2020	10/23/2020	RTL Transmission	5.96
	**** TOTAL ****			Utility Notification Center of Colo			5.96
01-000-09450	0	1134	99474	10/19/2020	10/23/2020	10/29 ad	38.40
	**** TOTAL ****			Sentinel			38.40
01-000-09060	0	1135	1685401	09/30/2020	10/23/2020	2019 audit	4,000.00
	**** TOTAL ****			WIPFLI			4,000.00
01-000-09050	0	1136	26985	07/31/2020	11/16/2020	July accounting	900.02
	**** TOTAL ****			Simmons & Wheeler			900.02
01-000-09325	0	1137	IWVMD.00	08/31/2020	11/16/2020	August services	2,656.14
	**** TOTAL ****			Special District Managment Services			2,656.14
01-000-09310	0	1138	26750	08/01/2020	11/16/2020	August services	867.00
01-000-09310	0	1138	27678	09/01/2020	11/16/2020	September services	867.00
01-000-09310	0	1138	28722	08/31/2020	11/16/2020	Irrigation work	168.20
	**** TOTAL ****			CoCal Landscape			1,902.20
01-000-09450	0	1139	220080677	08/31/2020	11/16/2020	RTL transmission	52.15
	**** TOTAL ****			Utility Notification Center of Colo			52.15
01-000-09300	0	1140	12859	10/31/2020	12/01/2020	October legal	1,844.70
	**** TOTAL ****			White, Bear, Ankele, Tanaka & Wald			1,844.70
01-000-01360	0	1141	9307	11/19/2020	12/01/2020	2021 Agency fee	775.00

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-01360	0	1142	5846	11/18/2020	12/01/2020	2021 Prop & liab	4,581.00
**** TOTAL **** Colorado Special Districts Property							4,581.00
01-000-09325	0	1143	IWVMD.00	09/30/2020	12/01/2020	September services	2,677.27
01-000-09325	0	1143	IWVMD.00	10/31/2020	12/01/2020	October services	3,304.73
**** TOTAL **** Special District Management Services							5,982.00
01-000-09310	0	1144	30592	11/01/2020	12/01/2020	November services	867.00
**** TOTAL **** CoCal Landscape							867.00
01-000-09450	0	1145	220100702	10/31/2020	12/01/2020	RTL transmission	16.39
**** TOTAL **** Utility Notification Center of Colo							16.39
01-000-09450	0	9000	F2490	01/14/2021	01/21/2021	12.20 Alum Signs-No Parki	930.00
**** TOTAL **** Dodge Sign Company							930.00
01-000-09050	0	9001	27541	10/31/2020	01/21/2021	11 Accounting	1,570.86
01-000-09050	0	9001	27736	11/30/2020	01/21/2021	11 Accounting	1,879.88
01-000-09050	0	9001	28056	12/31/2020	01/21/2021	12 Accounting	808.10
**** TOTAL **** Simmons & Wheeler							4,258.84
01-000-09325	0	9002	12/31/2020	12/31/2020	01/21/2021	12 District Management	5,324.04
**** TOTAL **** Special District Management Services							5,324.04
03-000-08200	0	9003	805877	12/07/2020	01/21/2021	Admin Fee GO 2018 A	3,500.00
**** TOTAL **** UMB							3,500.00
01-000-09450	0	9004	220110700	11/30/2020	01/21/2021	11 RTL Transmissions	8.94
01-000-09450	0	9004	220120698	12/31/2020	01/21/2021	12 RTL Transmissions	14.90
**** TOTAL **** Utility Notification Center of Colo							23.84
01-000-09300	0	9005	13127	11/30/2020	01/21/2021	11 Legal	1,570.31
01-000-09300	0	9005	13657	12/31/2020	01/21/2021	12 Legal	2,292.94
**** TOTAL **** White, Bear, Ankele, Tanaka & Wald							3,863.25
03-000-08200	0	9007	805878	12/07/2020	02/23/2021	Admin Fee GO 2018 A	2,500.00
**** TOTAL **** UMB							2,500.00
01-000-09325	0	9008	80179	11/30/2020	02/23/2021	12 District Management	3,570.34
**** TOTAL **** Special District Management Services							3,570.34
01-000-09050	0	9009	28182	01/31/2021	02/23/2021	01 Accounting	929.71
**** TOTAL **** Simmons & Wheeler							929.71
01-000-09450	0	9010	221010735	01/31/2021	02/23/2021	1 RTL Transmissions	40.92
**** TOTAL **** Utility Notification Center of Colo							40.92
01-000-09450	0	9011	2020	02/18/2021	02/23/2021	Iron Works real estate ta	20.17
**** TOTAL **** Arapahoe County Treasurer							20.17
01-000-09300	0	9012	01/31/2021	01/31/2021	02/23/2021	Overpayment legal	4,010.11

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
**** TOTAL ****							6,402.69
White, Bear, Ankele, Tanaka & Wald							
01-000-09200	0	9013	2/27/2021	02/27/2021	03/24/2021	2021 SDA	450.75
**** TOTAL ****							450.75
Special District Association of Col							
01-000-09325	0	9014	82723	01/31/2021	03/24/2021	01 District Management	4,010.11
01-000-09325	0	9014	84059	02/28/2021	03/24/2021	02 District Management	2,445.50
**** TOTAL ****							6,455.61
Special District Managment Services							
01-000-09450	0	9015	330983	02/28/2021	03/24/2021	02 Dog Stations	89.55
**** TOTAL ****							89.55
Pet Scoop							
01-000-09310	0	9016	30899	10/30/2020	03/24/2021	10 20 snow removal	6,000.00
01-000-09310	0	9016	31431	11/30/2020	03/24/2021	11 20 snow removal	2,458.60
01-000-09310	0	9016	31484	11/30/2020	03/24/2021	11 20 snow removal	1,551.40
01-000-09310	0	9016	31741	12/18/2020	03/24/2021	12 20 snow removal	1,690.00
01-000-09310	0	9016	31747	12/21/2020	03/24/2021	12 20 snow removal	4,365.50
**** TOTAL ****							16,065.50
CoCal Landscape							
01-000-09450	0	9017	221020759	02/28/2021	03/24/2021	02 Transmissions	2.64
**** TOTAL ****							2.64
Utility Notification Center of Colo							
*** GRAND TOTAL ***							90,330.72

**Iron Works Village Metropolitan District
6/7/2021**

Checks to be Ratified

<u>Checks</u>	<u>Dated</u>	<u>Amount</u>
9018-9022	4/12/2021	13,294.70
9023-9025	4/29/2021	9,737.35
9026-9034	5/28/2021	14,720.81
		37,752.86

<u>Autopays</u>	<u>Dated</u>	<u>Amount</u>
PayTech	4/5/21	50.83
Express Tech	4/5/21	29.45
Waste Mgt online pmt	5/1/21	2049.60
Waste Mgt online pmt	6/1/2021	1,982.80
		4,112.68

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09310	0	9018	32603	01/22/2021	04/12/2021	01 14 21 snow removal	240.00
01-000-09310	0	9018	32745	01/29/2021	04/07/2021	01 28 21 snow removal	2,550.00
01-000-09310	0	9018	33463	02/26/2021	04/12/2021	02 18 21 snow removal	2,765.00
01-000-09310	0	9018	34309	03/25/2021	04/12/2021	03 18 21 snow removal	660.00
01-000-09310	0	9018	34445	03/12/2021	04/12/2021	03 03 21 Planting beds	385.00
**** TOTAL **** CoCal Landscape							6,600.00
01-000-09050	0	9019	30072	02/28/2021	04/12/2021	02 Accounting	1,349.10
**** TOTAL **** Simmons & Wheeler							1,349.10
01-000-09450	0	9020	221030780	03/31/2021	04/12/2021	03 Transmissions	13.20
**** TOTAL **** Utility Notification Center of Colo							13.20
01-000-09450	0	9021	2020331276	04/07/2021	04/12/2021	2020 taxes	20.17
**** TOTAL **** Arapahoe County Treasurer							20.17
01-000-09325	0	9022	3/31/2021	03/31/2021	04/12/2021	03 District Management	5,311.70
**** TOTAL **** Special District Managment Services							5,311.70
01-000-09310	0	9023	33676	02/26/2021	04/29/2021	02 25 21 snow removal	7,437.50
**** TOTAL **** CoCal Landscape							7,437.50
01-000-09450	0	9024	335472	03/31/2021	04/29/2021	03 Dog Stations	119.40
01-000-09450	0	9024	340396	04/07/2021	04/29/2021	04 Pet station	1,260.00
**** TOTAL **** Pet Scoop							1,379.40
01-000-09050	0	9025	30270	03/31/2021	04/29/2021	03 accounting	920.45
**** TOTAL **** Simmons & Wheeler							920.45
01-000-09325	0	9026	86452	04/30/2021	05/28/2021	04 District Management	4,289.22
**** TOTAL **** Special District Managment Services							4,289.22
01-000-09310	0	9027	7369967	04/30/2021	05/28/2021	04 maintenance	2,323.00
01-000-09310	0	9027	7369968	05/20/2021	05/28/2021	05 maintenance	2,323.00
**** TOTAL **** Brightview Landscape Services, Inc							4,646.00
01-000-09310	0	9028	35027	04/26/2021	05/28/2021	04 20 21 snow removal	2,322.50
**** TOTAL **** CoCal Landscape							2,322.50
01-000-09450	0	9030	337986	04/30/2021	05/28/2021	04 Pet station	251.10
**** TOTAL **** Pet Scoop							251.10
01-000-09050	0	9031	30545	04/30/2021	05/28/2021	04 Accounting	1,528.47
**** TOTAL **** Simmons & Wheeler							1,528.47
01-000-09450	0	9032	221040789	04/30/2021	05/28/2021	04 transmissions	9.24
**** TOTAL **** Utility Notification Center of Colo							9.24
01-000-09300	0	9033	15617	04/30/2021	05/28/2021	04 Legal	1,364.28
**** TOTAL **** White, Bear, Ankele, Tanaka & Wald							1,364.28

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-03500	0	9034	4/27/2021	04/27/2021	05/28/2021	04 refund	310.00
**** TOTAL ****							310.00
*** GRAND TOTAL ***							37,752.33

From: [Karen Steggs](#)
To: [Karen Steggs](#)
Subject: FW: Iron Works Village Board Meeting
Date: Wednesday, June 02, 2021 1:42:53 PM

From: Eden Valdez <edervaldez104@gmail.com>
Sent: Tuesday, April 13, 2021 2:12 PM
To: Peggy Ripko <pripko@sdmsi.com>; frank@frank-valdez.com
Subject: Re: Iron Works Village Board Meeting

Hi Peggy,

Thank you for the update and the recording! I'm excited to hear about the new landscaping company. I have a question/request regarding the landscaping. We live off Elati and have ornamental grass with foxtails planted all along the front of the townhomes and growing into our front steps and sidewalk. The foxtails have been a hazard to our dogs. All summer and fall, I'm removing foxtails imbedded in their paws and gums. Last year, we had to go to urgent care to remove a foxtail from my dog's ear. The vet states this is a common problem they see. I much rather pay for safer plants in the community than vet bills. I wondering if it has been proposed or if the Board can also consider having the foxtail grasses removed or replanted further away from walkways?

Thank you for all that you do! Take care,

Eden Abraham

On Tuesday, April 13, 2021, Peggy Ripko <pripko@sdmsi.com> wrote:

Good morning-

I wanted to send out an update regarding the Board meeting last night. The Board will be updating the enforcement resolution to have higher fines for violations; this includes all violations. However, as you know, the conversation started due to the dog poop issue. The challenge we have with regards to that specific issue is knowing who is leaving the poop. We need to be able to do two things- identify where the person lives and have proof in the form of pictures, videos or multiple witnesses. These two things make it difficult but we have been enforcing as much as we can.

We wanted to let you know that everyone in the community is held to the same rules; including the folks in the apartments. We are working closely with the apartment management company regarding their tenants. I can't say that you will not see any more dog waste left around the community but we are doing everything we can!

The Board has also contracted with a new landscape company- Brightview. They will be starting this month with the spring cleanup.

For folks who are interested in the full meeting, the link to the recording is:

https://us02web.zoom.us/rec/share/wFfwzWLTAvKLZlZO-3a7OKTNfkYJjieofTzACG-uhA-kYYGBUrecC_ezpnwGT4l4.KTFdjAbqx4ydgvtvc. The passcode is R0=f^uG9.

Please let me know if you have any questions!

Peggy Ripko

District Manager & Community Management Division Manager

Special District Management Services, Inc.

[141 Union Boulevard, Suite 150](#)

[Lakewood, CO 80228-1898](#)

pripko@sdmsi.com

Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

Proposal for Extra Work at Misc. Enhancement Projects

Property Name	Misc. Enhancement Projects	Contact	Robert Graham
Property Address	570 W. Amherst Ave Englewood, CO 80110	To Billing Address	Iron Works 570 W. Amherst Ave Englewood, CO 80110
Project Name	Misc. Enhancement Projects		
Project Description	Complete Misc Landscape Projects Around The Property		

Scope of Work

QTY	UoM/Size	Material/Description
190.00	SQUARE FEET	Remove and Replace 190 sqft sod at unit 530 and 536
2.00	EACH	SPIREA, NEON FLASH - 5 gal. Installed
1.00	EACH	ROSE, KNOCK OUT- 5 gal. Installed
2.00	EACH	530 POTENTILLA, GOLD DROP - 5 gal. Installed
8.00	EACH	526 and 530 - Add GRASS, KARL FORESTER - 5 gal. Installed
5.00	EACH	556 side Replace GRASS, KARL FORESTER - 5 gal. Installed
1.00	EACH	2835 Remove and Replace ROSE, KNOCK OUT- 5 Installed
3.00	EACH	Detention Pond - SPIREA, BLUE MIST - 5 gal. Installed
1.00	EACH	Detention Pond ROSE, KNOCK OUT - 5 gal. Installed
1.00	EACH	Detention Pond JUNIPER, BLUE POINT - 5 gal. Installed
5.00	EACH	Sales Office - POTENTILLA, GOLD DROP - 5 gal. Installed
2.00	EACH	Sales Office - ROSE, KNOCK OUT - 5 gal. Installed
3.00	EACH	Behind Ballard's - SPIREA, BLUE MIST - 5 gal. Installed
4.00	EACH	2826 - Add GRASS, KARL FORESTER - 5 gal. Installed
1.00	EACH	2834 - Add GRASS, KARL FORESTER - 5 gal. Installed
3.00	EACH	2838 - Add GRASS, KARL FORESTER - 5 gal. Installed
3.00	EACH	Along house on Ahmerst GRASS, PAMPAS - 5 gal. Installed
3.00	EACH	Along house on Ahmerst GRASS, PAMPAS - 5 gal. Installed
2.00	EACH	Along side of house - ROSE, KNOCK OUT - 5 gal. Installed
1.00	EACH	Side of Elati - HONEYLOCUST, SUNBURST - 2" Deciduous Tree Installed
3.50	CUBIC YARD	Mulch 30 mulch rings Washington Cedar - CUBIC YARD Mulch Installed

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Misc. Enhancement Projects

1.00	LUMP SUM	2801 Remove Fabric and push back rock
1.00	LUMP SUM	Remove Misc Dead Plants at 530,562,556,2815,2835,Detension Pond, Sales Office,2824,2828,2834,2838
1.00	CUBIC YARD	Dump Rate

This proposal does not include any Irrigation Work. Irrigation Work will be billed at an additional rate of \$65/hour plus Materials

For internal use only

SO# 7500370
JOB# 400400000
Service Line 130

Total Price \$7,359.00

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TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature	Title
Robert Graham	April 23, 2021
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature	Title
Michael Crespin	April 23, 2021
Printed Name	Date

Job #: 400400000 **Proposed Price:** \$7,359.00
SO # 7500370

Proposal for Extra Work at Iron Works Village Metro Distr

Property Name	Iron Works Village Metro Distr	Contact	Robert Graham
Property Address	2844 South Fox Street Denver, CO 80110	To Billing Address	Iron Works Village Metro District c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228
Project Name	Landscape Snow Damage Repair		
Project Description	Repair turf and rock areas damaged by snow removal		

Scope of Work

- Convert (8) corners with dead grass to stone
- Reset boulders and rake rock in (2) areas
- Replace sod damage around property

QTY	UoM/Size	Material/Description	Total
Rock Repair and Boulders			\$202.64
Turf Repair			\$5,586.03
1.00	LUMP SUM	Demo and Clean Edges of Existing Turf	
1,435.00	SQUARE FEET	Prep/Till/Grade Labor	
5.00	CUBIC YARD	BioComp Compost - Amendment Installed	
1,435.00	SQUARE FEET	SF. Blue Grass (> 500 sq.ft.) - Turf Installed	
Corner Convert Sod to Rock			\$1,646.33
1.00	LUMP SUM	Demo and Clean Edges of Existing Turf	
70.00	LINEAR FEET	Galvanized Roll top - Edging Installed	
285.00	SQUARE FEET	Filter Fabric Installed	
3.50	TON	1-1/2 Granite (match existing) - TON Rock/Gravel Installed	

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Iron Works Village Metro Distr

Images

IMG_2186

IMG_2177

For internal use only

SO# 7522151
JOB# 400400508
Service Line 130

Total Price \$7,435.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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Customer

Project Manager

Signature

Title

Robert Graham

May 18, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

Leigh Rochelle DuFresnoy

May 18, 2021

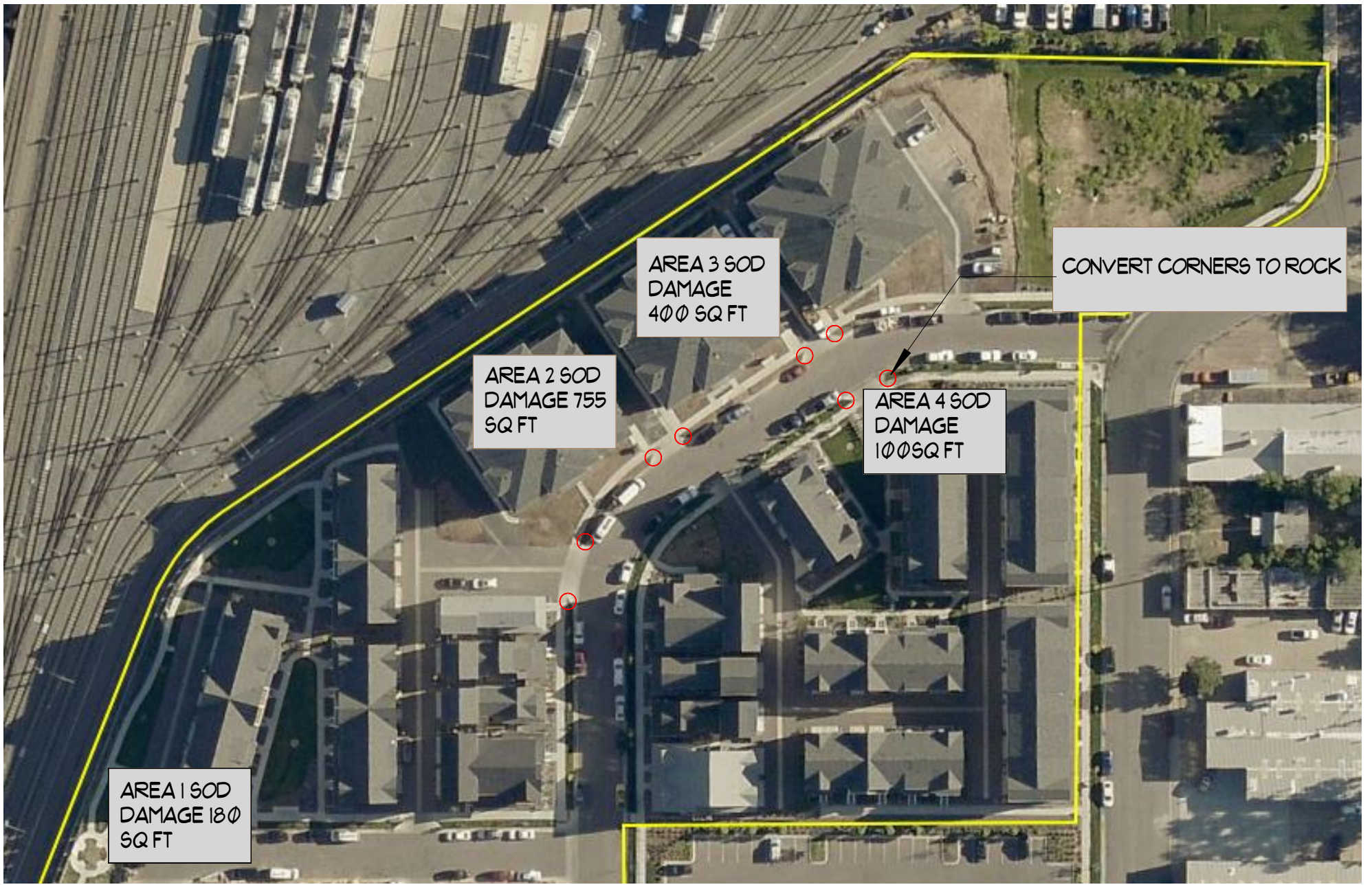
Printed Name

Date

Job #: 400400508

Proposed Price: \$7,435.00

SO # 7522151



AREA 1 SOD
DAMAGE 180
SQ FT

AREA 2 SOD
DAMAGE 755
SQ FT

AREA 3 SOD
DAMAGE
400 SQ FT

AREA 4 SOD
DAMAGE
100 SQ FT

CONVERT CORNERS TO ROCK

**ACCESS EASEMENT
AND MAINTENANCE AGREEMENT**

This **ACCESS EASEMENT AND MAINTENANCE AGREEMENT** (“**Agreement**”) is made and entered into as of the 7th day of June, 2018, by and between **IRON WORKS VILLAGE, LLC**, a Colorado limited liability company, whose address is 800 Grant Street, Suite 210, Denver, Colorado 80203 (the “**Developer**”), and **IRON WORKS VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2154 East Commons Ave., Suite 2000, Centennial, CO 80122 (the “**District**”).

RECITALS

A. The Developer owns that certain real property located in the City of Englewood, Arapahoe County, Colorado as more particularly described as:

Lots 1-44, Block 1
Lots 1-21, Block 2
Lots 1-23 and 26-30, Block 3

General Iron Works Subdivision Filing No. 3 recorded at Reception No. D7069212 (each, a “**Lot**” and collectively, the “**Lots**”); and

B. The Developer has or will construct a residential dwelling unit (each a “**Unit**” and collectively the “**Units**”) on each Lot.

C. The District is a metropolitan district organized pursuant to and in accordance with the provisions of CRS Section 32-1-101 *et seq.*, established to provide certain services to real property located within its designated service area. The Lots are located within the District’s designated service area.

D. The Developer and the District desire that the District shall commence and continue to perform the Maintenance Work (as defined below) pursuant to this Agreement.

E. In connection with the commencement of the Maintenance Work, the Developer desires to grant to the District, and the District desires to receive from the Developer, a non-exclusive, perpetual easement for the purposes set forth herein, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Definitions.

1.1 **“Common Improvements”** shall mean and include landscaping and irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto located on a Lot.

1.2 **“Easement Area”** shall mean and include all portions of the Lots, except those portions of the Lots upon which Units (as defined herein) (including the footprints and any patios thereof) are or will be constructed.

1.3 **“Maintenance Work”** shall mean and include the management, operation, access, inspection, maintenance, repair and replacement of *only* the Common Improvements located within the Easement Area, and shall *expressly exclude* the management, operation, access, inspection, maintenance, repair and replacement of any other improvements installed on or serving a Lot or within the Easement Area.

1.4 **“Owner”** shall mean the record owner, whether a person, persons, firm, corporation, partnership or association, or other legal entity, or any combination thereof, owning a fee simple title to a Lot, including, without limitation, the Unit constructed on the Lot, and does not include any such person having an interest herein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under a deed of trust has acquired fee simple title hereto pursuant to foreclosure or any conveyance in lieu thereof. A person ceases to be an Owner upon conveyance of its Lot by deed or upon entering into a binding installment land contract. Such cessation of ownership does not extinguish or otherwise void any unsatisfied obligation of such person existing or arising at or prior to the time of such conveyance. Together all such owners are described as the "Owners".

1.5 **“Plat”** shall mean the General Iron Works Subdivision Filing No. 3, recorded in the official records of County of Arapahoe, State of Colorado, on June 21, 2017, at Reception No. D7069212.

1.6 **“Unit”** shall mean each attached residential unit constructed on each Lot.

2. Easements.

2.1 **Grant of Easement Interest to the District.** The Developer hereby dedicates, conveys and grants to the District, its successors and assigns, a permanent non-exclusive easement over, upon, across, under and through the Easement Area, together with all rights and privileges incidental to the District's full use of the above-referenced Easement, but solely for the purpose of performing the Maintenance Work, as more fully provided herein (the **“Easement”**). Notwithstanding anything herein to the contrary, nothing herein shall be deemed a grant to the District of an easement over, across, under or through any interior portion or exterior surface of any Unit constructed or to be constructed on any Lot or Lots.

2.2 **Non-Exclusive; Reservation of Rights.** The Easement granted herein is non-exclusive and subject to all former grants, easements, and title burdens of record, including,

without limitation, the reservation of an access and utility easement as shown on the Plat. The Developer hereby reserves the right, as owner of the Easement Area, to create and grant other easements, rights and privileges on, over, under, across and through the Easement Area and the Developer retains the right to use and occupy all or any portion of the Easement Area; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted to the District in this Agreement.

3. Ownership. The Common Improvements constructed or installed on, under or through a Lot shall be owned by the Owner of such Lot. The operation, inspection, maintenance, repair, and replacement of any and all improvements on the Lot other than the Common Improvements, including the cost thereof, shall be the sole responsibility of the Owner of such Lot. In addition, the operation, inspection, and maintenance, of the Common Improvements constructed or installed on a Lot, including the cost thereof, shall be the sole responsibility of the District for which the District may and intends to impose upon each Owner an assessment, fees, rates, tolls, penalties or charges to defray the costs of the District's provision of such operation, inspection, maintenance, repair, and replacement services. The repair and replacement of the Common Improvements constructed or installed on a Lot, including the cost thereof, shall be the sole responsibility of the Owner of each Lot.

4. District Obligations.

4.1 Maintenance Work. The District shall commence and provide the Maintenance Work in such manner and upon such schedule as determined in the sole discretion of the District. After the District's commencement of the Maintenance Work, no Owner shall interfere with the District's ability to perform the Maintenance Work. In the event any Owner interferes with the District's ability to perform the Maintenance Work, the District may suspend, either temporarily or permanently, the Maintenance Work as it relates to that Owner's Lot, in addition to any other remedies available to the District under this Agreement or applicable law.

4.2 Manner of Maintenance Work; No Liens. The District agrees for itself and its employees, agents, contractors and their subcontractors that, with respect to the Common Improvements for which the District has agreed to commence the Maintenance Work in accordance with this Agreement, it shall (i) comply with all applicable local, state and federal laws and governmental regulations in commencing and completing the Maintenance Work, and (ii) except as expressly provided in this Agreement, at all times keep the Lots and all other portions of the Easement Area free and clear of all mechanics' and materialmen's liens and other liens in any way arising out of or relating to the entry upon the Easement Area and/or performance of the Maintenance Work by the District, its employees, agents, contractors and their subcontractors, and the District shall cause any such liens to be removed of record as expeditiously as possible.

4.3 Access; Impairment. Except as expressly provided in this Section, the District, in exercising its rights and obligations under this Agreement shall not commence, conduct or permit any activities within the Easement Area or maintain the Common Improvements in a manner that does or will unreasonably interfere with any activities by the Owner(s) of such Lots or such owner's employees, agents, contractors and their subcontractors, or access to those portions of the Lots expressly excluded from the Easement Area. Notwithstanding the above, the

District, itself or by and through its employees or agents, may temporarily impede access to or across a portion of any Common Access Improvements, the driveways serving the Units or the sidewalks leading to the Units, provided, however, that access shall not be completely blocked to any Lot or Unit on any such Lot, and provided further, that such access shall not be impeded longer than is reasonably necessary.

5. **Costs; Collections; Rules and Regulations.** In accordance with the powers granted to the District as a metropolitan district organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., (the “**Special District Act**”) the District shall have the full power and authority, including, without limitation, to exercise any and all rights, power and authority granted to it under the provisions of the Special District Act including, but not limited to, the authority to impose ad valorem property taxes, to impose fees, rates, tolls, penalties or charges in relation to services provided by the District, to promulgate rules and regulations related to property it is to own or maintain and/or in relation to services provided by it, and to assign all or any portion of any such power and authority to another governmental entity, including but not limited to another metropolitan district lawfully formed and existing under the laws of the State of Colorado. In the event the Owner of a Lot fails to pay prior to delinquency any fees, rates, tolls, penalties or charges assessed by the District or any assignee of the District hereunder or in accordance with the provisions of the Special District Act then the District (or its assignee, as applicable) shall have all of the rights provided at law for the collection of same, including, without limitation, the right to place a lien on the Lot of such Owner, foreclosing that lien in accordance with all applicable laws, and shutting off or suspending service to such delinquent Owner.

6. **Additional District Covenants and Obligations.** In addition to all other obligations of the District under this Agreement, the District hereby covenants and agrees that it shall, promptly following the completion of any Maintenance Work, restore any portion of the Easement Area removed or damaged by the District, its employees, agents, contractors, and their subcontractors, so to restore the same to substantially the same condition than existing on the date such Maintenance Work commenced.

7. **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 §§ 24-10-101, *et seq.*, C.R.S. (the “**Governmental Immunity Act**”).

8. **Binding Agreement.** Each and every one of the benefits and burdens hereunder shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.

9. **Assignment.** The District’s rights and obligations hereunder may not be transferred or assigned except to (i) another governmental entity, including but not limited to another metropolitan district lawfully formed and existing under the laws of the State of Colorado, and then only upon such assignee agreeing to become obligated to all of the District’s rights and obligations hereunder, or (ii) a homeowner’s organization organized in accordance with the laws of the State of Colorado governing all of the Lots in the Easement Area.

10. **Governing Law.** The terms, covenants, and provisions of this Agreement shall be governed by and construed under the applicable laws of the State of Colorado. Venue shall be proper in Arapahoe County, Colorado.

11. **Modification.** This Agreement cannot be modified, except in a writing signed by the parties hereto, their successors or assigns, as applicable.

12. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **No Waiver.** The delay or failure by a party hereto at any time to require the other party to perform or comply with any term or provision of this Agreement, or the delay or failure by a party hereto at any time in exercising any right, option or remedy which such party has under this Agreement, shall not be construed as a waiver of any such performance, compliance, right, option or remedy. No waiver by a party hereto of any of the terms or provisions of this Agreement shall be valid and enforceable as against such party unless such waiver is in writing and signed by such party, and any such written waiver shall be valid and enforceable only to the extent and with respect to the circumstances specifically stated therein. The waiver by a party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of such term or provision, or a waiver of the term or provision itself.

14. **Time is of the Essence.** The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement.

15. **Construction.** The use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural, whenever the context so requires. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

17. **Authority of Signatories.** The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement on behalf of Richmond and the District, respectively.

18. **Recitals.** The recitals set forth at the start of this Agreement are incorporated herein by this reference as if restated herein in full.

19. **Subject to Annual Appropriation and Budget.** The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of the District's obligations under this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations, and shall not constitute a mandatory charge, requirement or liability in an ensuing fiscal year beyond the then-current fiscal year.

20. **Recording.** Upon the execution of this Agreement, this Agreement shall be recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado.

[Signature Page Follows.]

Unofficial Copy

THE DISTRICT:

IRON WORKS VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]

Name: Aaron C. Foy

Title: President

STATE OF COLORADO)
COUNTY OF Arapahoe) ss:

The foregoing instrument was acknowledged before me this 7th day of June, 2018, by Aaron C. Foy as President of IRON WORKS VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: May 18, 2021

ROSE A. VALLESIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174021211
MY COMMISSION EXPIRES MAY 18, 2021

[Signature]
Notary Public

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

DEVELOPER:

IRON WORKS VILLAGE, LLC, a Colorado limited liability company

By: [Signature]

Name: Aaron C. Roy, Manager
BLVD Investments, LLC

Title: Manager of Iron Works
Village, LLC

STATE OF COLORADO

)

) ss:

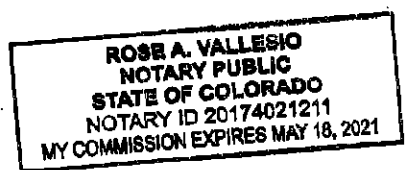
COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Aaron C. Roy as the Manager of IRON WORKS VILLAGE, LLC, a Colorado limited liability company. managing member of BLVD Investments, LLC, a Colorado Limited Liability company and the managing member of Iron Works Village, LLC, a Colorado Limited Liability company.

WITNESS my hand and official seal.

My Commission Expires: May 18, 2021



[Signature]
Notary Public