

LEYDEN ROCK METROPOLITAN DISTRICT

SPECIAL MEETING

Via Teleconference

Tuesday, May 31, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2023
Scott J. Plummer, Secretary	Term to May 2023
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/86068819315?pwd=T3hkRHQyZlIQMIQvNUFXVktMdjg3UT09>

Meeting ID: 860 6881 9315

Passcode: 787814

Call-In Number: 1-720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Consent Agenda
 - a. Approval of Minutes from May 16, 2022 Special Meeting (**enclosure**)
 - b. Approval of Minutes from May 18, 2022 Special Meeting (**enclosure**)
 - c. Approval of Contract with Neslen Enterprises LLC d/b/a Funflicks of Colorado (**enclosure**)
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
6. Committee Reports
 - a. Landscape Committee Report
7. Director Matters
8. Financial Matters
 - a. Consider Approval of Schedule of Cash Position (**enclosure**)
 - b. Discuss Capital Requisition Process
 - c. Discuss and Approve Implementation of Bill.com for Accounts Payable Processing
9. District Management Matters
 - a. District Manager Report (**enclosure**)
 - b. Consider Approval of Estimate #4363 from Peak One Pool & Spa (**enclosure**)
 - c. Consider Approval of Estimate #4364 from Peak One Pool & Spa (**enclosure**)

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 23; October 4; November 15 at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

- d. Consider Approval of Resolution Amending the Residential Improvement Guidelines and Site Restrictions **(to be distributed)**
 - e. Consider Approval of Second Amended and Restated Resolution Establishing Architectural Review Committee **(enclosure)**
 - f. Discussion Regarding Capital Projects
 - g. Discussion Regarding License Agreement with City of Arvada **(enclosure)**
 - h. Other Management Matters
10. Legal Matters
- a. Ratification of Special Warranty Deed Conveying Tract V, Block 2, Filing No. 1 **(enclosure)**
 - b. Consider Approval of License Agreement with Allied Waste for Fence Installation **(enclosure)**
 - c. Consider Approval of Pool and Clubhouse Use Policy **(enclosure)**
 - d. Other Legal Matters
11. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
12. Other Business
- a. June 7th meeting is cancelled
 - b. Next Meeting July 19th at 6:00 p.m.
13. Adjourn

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 23; October 4; November 15 at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Monday, May 16, 2022 at 6:00 P.M. via
Teleconference

Attendance

The regular meeting of the Board of Directors of the Leyden Rock Metropolitan District, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Scott J. Plummer
Brett Vernon
Christian Ardita
Tanis Batsel Stewart
Jeffrey Cunningham

Also present: Megan J. Murphy, Esq. and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager, Katie Call, Operations Coordinator, and Jeremy McClain, Senior Vice President, CCMC;

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with 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. Ms. Murphy noted that a quorum was present and inquired into 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 Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Consider Election of The Board engaged in discussion regarding the appointment of

Officers	officers. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the following office positions: <p style="text-align: center;">Brett Vernon, President Scott J. Plummer, Secretary Jeffrey Cunningham, Treasurer Christian Ardita, Assistant Secretary Tanis Batsel Stewart, Assistant Secretary</p>
Agenda	The Board reviewed the agenda as presented. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as presented.
Board Member Orientation Presentation	Ms. Murphy and Mr. Smith provided Board Member Orientation Presentations to the Board.
Public Comment	None.
Director Matters	
Landscape Committee	The Board engaged in discussion regarding the members of the Landscape Committee. Following discussion by the Board, Director Batsel Stewart and Director Ardita will stay on the Landscape Committee.
Notice of Public Meeting	The Board engaged in discussion regarding notices of the meeting. No action taken.
Public Comment	The Board engaged in discussion regarding when to engage public comment during Board meetings. No action taken.
Financial Matter Presentations	The Board discussed financial matter presentations during the Board meetings. Following discussion by the Board, financial matter presentations are to be limited to a high-level overview to give deference to brevity.
Fire Exit Road	Director Vernon stated the City is requesting that the District consider funding and supporting fire exit roads in the community. No action taken.
Other Business	None.
Adjournment	There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the

meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 31st day of May, 2022.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Wednesday, May 18, 2022 at 6:00 P.M. via
Teleconference

Attendance

The regular meeting of the Board of Directors of the Leyden Rock Metropolitan District, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon
Christian Ardita
Tanis Batsel Stewart
Jeffrey Cunningham
Scott Plummer

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager, Katie Call, Operations Coordinator, and Jeremy McClain, Senior Vice President, CCMC; Rachel Lee, Lee Design Group; and Lindsey Smith, Esq. Winzenburg, Leff Purvis & Payne.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with 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. Ms. Murphy noted that a quorum was present and inquired into 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 Board determined that the participation of the members present was necessary to obtain a quorum or to

otherwise enable the Board to act.

Agenda

The Board reviewed the agenda as presented. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

Consent Agenda

Following a summary by Ms. Murphy, the items on the consent agenda were ratified, approved or accepted in one motion duly made and seconded and unanimously carried:

- Approval of Minutes from April 29, 2022 Regular Meeting.

Public Comment

Ms. Angela noted that residents and non-residents pay the same amount in fees to reserve the Clubhouse and she would like the residents to have a lower fee than non-residents. Ms. Angela asked the Board to consider the requirement to hire security services when there is alcohol or 40 people in attendance at an event. Director Vernon requested that this be added to the next meeting agenda for discussion by the Board.

Discussion and Approval of Amended and Restated Residential Improvement Guidelines and Site Restrictions

Ms. Smith, Mr. Smith, Ms. Call, and Ms. Lee presented the changes to the guidelines and site restrictions to the Board.

Public Comment

Ms. Angela suggested that in regards to exterior paint the architectural review request should be kept simple.

Ms. Glenda stated that the section on the flags is unclear in regards to poles on the house and free standing poles. The language in the Design Guidelines needs more clarity in regards to Xeriscape in the backyards. More political signs should be allowed and the size that are allowed now are very small.

Director Matters

Demo Garden Irrigation

The Board engaged in discussion regarding the proposal for the demonstration garden South W. 86th Ave between Yucca St. and Yule St. Director Vernon noted that the cost of irrigation has gone up significantly since the Board previously approved this demonstration garden.

Following discussion, upon a motion duly made and seconded,

the Board approved the demonstration garden located South W. 86th Ave between Yucca St. and Yule St in the amount of \$16,000 subject to final review by Director Vernon. Director Cunningham voted against the demonstration garden.

Other Business

None.

Adjournment

There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 31st day of May, 2022.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Neslen Enterprises LLC d/b/a Funflicks of Colorado
Title of Agreement/Contract: Movie Nights; 6/4/2022, 7/15/2022, 7/27/2022, 8/13/2022, 9/10/2022
Agreement/Contract Date: May 6, 2022

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor’s signature below. Contractor’s violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or

employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. 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.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, 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 Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

16. 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.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation(s) are not confirmed in our system until you have signed your contract (either online, or sent via mail or e-mail).

- Please Initial on each line indicated by _____.

Equipment Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. **By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.** Please read the following and feel free to call anytime with questions or concerns.

Deposits & Final Payments

DEPOSITS: An initial deposit in the amount of 50% of your rental total is required to confirm your event date along with a signed copy of this Rental Agreement. This deposit is non-refundable inside 29 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

FINAL PAYMENTS: Your equipment rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

PAYMENTS TYPES: We accept Visa, Mastercard, Discover, Checks, E-Checks, and Square.

CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds

Cancellation Inside 14 Days from Event Date	No Refund or Must Pay 100% of Rental
Cancellations 15-29 Days from Event Date	Forfeit 50% of Rental Total
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

RESCHEDULING FEE POLICY

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.

This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)

Rescheduling Inside 14 Days from Event Date	\$199 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your equipment rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly FunFlicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player
- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)

Screen Sizes and Projection Distances

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table(4:3 Full Screen) (12x9 or 12x7 Viewable area)

21-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table(16:9 Wide Screen) (16x9 Viewable area)

26-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table(16:9 Wide Screen) (20x12 Viewable area)

32-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table(16:9 Wide Screen) (25x16 Viewable area)

40-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table(16:9 Wide Screen) (30x17 Viewable area)

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-75 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

PLEASE NOTE: If we offer a screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

EVENT DAY RESPONSIBILITIES

1. RENTAL PERIOD: Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your rental. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH).

3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive at a time based on your Movie Start Time indicated at the top of this Rental Agreement. Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive early enough prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this Rental Agreement.

3. FUNFLICKS HOST RESPONSIBILITIES: Fully hosted events are subject to host availability and are not guaranteed for screen sizes 18-ft and smaller. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

4. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from

equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.

5. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain however, we would ask that the customer move and/or cover equipment to protect it from water damage.

6. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 100+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

7. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection, any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

8. ELECTRICAL REQUIREMENTS: You must provide standard 110volt/20amp electric outlets on separate circuits/breakers. We provide extension cords for distances up to 100-ft. For distance over 100-ft from screen setup location, you must provide 12 gauge extension cords to reach your electrical outlets. Screen location can be no farther than 300 ft from an electrical outlet since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 5000+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if customer provided generator will not power our equipment. Generators are available from us at an additional charge.

9. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-ray disc.

- a. We are not responsible for custom burned media that does not work in our equipment.
- b. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

10. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note:

- a. **Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$100 charge as part of your reservation.
- b. **Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment needed to play. FunFlicks is providing the adapters needed to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are only available in some markets. Please verify what connectors/adapters are needed prior to your event date.
- c. **Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

11. CUSTOMER RESPONSIBILITY: It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

We DO NOT cancel your event for weather related reasons until the day of your event.

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 20+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment, the safety of our hosts and your guests. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that www.weather.com is the tool used to verify weather percentages. Simply visit www.weather.com the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan that comes with your rental (Weekday or Weekend). Please keep in mind that screens 18-ft screens & smaller are limited to Sun-Thu rescheduling unless you have purchased the weekend upgrade.
3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with the Weather Assurance Plan that was provided with your equipment rental.

FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your equipment rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that was provided with your equipment rental. FOR 16', 21' AND 26' SCREENS, RESCHEDULE DATES ARE LIMITED TO SUNDAY-THURSDAY unless you purchased an upgrade to the weekend Weather Assurance Plan at the time you made your reservation. All other screen sizes will have a Weather Plan commensurate with the day of the week originally booked.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks Outdoor Movies of Colorado its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful equipment rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and

signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This Rental Agreement, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this Rental Agreement. Any rescheduled event is subject to availability at the time of cancellation or postponement.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 2022

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
2	8/13, 9/10	21-ft (16x9 Viewable) Premiere Movie Screen, weekend	\$699	\$1,398
2	8/13, 9/10	Small generator	\$125	\$250
2	8/13, 9/10	Weights (at least 250 lbs per corner)	\$100	\$200
2	6/4, 7/15	16-ft (12x9 Viewable) Backyard Screen, weekend	\$449	\$898
1	7/27	16-ft (12x9 Viewable) Backyard Screen, weekday	\$349	\$349
5		Distance Charge	\$59	\$295
			Subtotal	\$3,390
<ul style="list-style-type: none"> Multiple events Discount 			Discount	-\$434.25
			Total	\$2,955.75

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 20221

June 4th Event

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	6/4	21-ft (16x9 Viewable) Premiere Movie Screen, weekend	\$699	\$699
1	6/4	Small generator	\$125	\$125
1	6/4	Weights (at least 250 lbs per corner)	\$100	\$100
1		Distance Charge	\$59	\$59
Subtotal				\$983
Discount				-\$123.60
Total				\$859.40

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 20221

July 15th Event

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	7/15	16-ft(12x9 Viewable) Backyard Screen, weekend	\$449	\$449
1		Distance Charge	\$59	\$59
Subtotal				\$508
Discount				-\$67.35
Total				\$440.65

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 20221

August 13th Event

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	7/27 (or TBD)	16-ft(12x9 Viewable) Backyard Screen, weekday	\$349	\$349
1		Distance Charge	\$59	\$59
Subtotal				\$
Discount				-\$52.35
Total				\$355.65

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 20221

August 13th Event

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	8/13	16-ft(12x9 Viewable) Backyard Screen, weekend	\$449	\$449
1		Distance Charge	\$59	\$59
Subtotal				\$508
Discount				-\$67.35
Total				\$440.65

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Contract

Date: 4/22/2022

Contract ID #Leyden Rock 20221

September 10th Event

To Christine Ahern
 Leyden Rock
 17685 W 83rd Ave
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	9/10	21-ft (16x9 Viewable) Premiere Movie Screen, weekend	\$699	\$699
1	9/10	Small generator	\$125	\$125
1	9/10	Weights (at least 250 lbs per corner)	\$100	\$100
1		Distance Charge	\$59	\$59
Subtotal				\$983
Discount				-\$123.60
Total				\$859.40

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Funflicks of Colorado

performing (type of work) Movie Nights

Federal Employer Identification Number: 85-2146053

Address: 645 Azalea St, Brighton CO 80601

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.

Curtis Nesler

Signature of Independent Contractor

4-22-2022

Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatis/EmployerWhatIs.asp>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JNR Insurance Agency, LLC 21 N 1st Avenue Suite 140 Brighton CO 80601	CONTACT NAME: Gregory Mills PHONE (A/C, No., Ext): (303) 659-5200 E-MAIL ADDRESS: rachel@jninsuranceagency.com FAX (A/C, No.): (303) 496-7200
	INSURER(S) AFFORDING COVERAGE
INSURED Neslen Enterprises LLC dba Funflicks of Colorado 645 Azalea St Brighton CO 80601	INSURER A: JENCAP
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	x		NN1300715	08/06/2021	08/06/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ INCLUDED
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB							\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Leyden Rock Metropolitan District 8360 E Via de Venture Blvd, Suite L-100 Scottsdale AZ 85258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Curtis Neslen

2 Business name/disregarded entity name, if different from above
Neslen Enterprises LLC DBA Funflicks of Colorado

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
645 Azalea St

6 City, state, and ZIP code
Brighton, CO, 80602

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

8	5	-	2	1	4	6	0	5	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Curtis Neslen* Date ▶ **8/19/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2022
Updated as of May 25, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 03/31/22	\$ 292,340.50	\$ -	\$ -	\$ -	\$ 292,340.50
Subsequent activities:					
4/06/2022 Vouchers Payable (1240-1242)	(18,076.10)	-	-	-	(18,076.10)
4/13/2022 Transfer to CIT Bank	(279,408.00)	-	-	-	(279,408.00)
4/20/2022 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
4/27/2022 Transfer from CSAFE	27,000.00	-	-	-	27,000.00
Anticipated Balance	\$ 36,856.40	\$ -	\$ -	\$ -	\$ 36,856.40
<u>CSAFE</u>					
Balance as of 03/31/22	\$ 493,372.48	\$ -	\$ -	\$ -	\$ 493,372.48
Subsequent activities:					
4/10/2022 Property/SO tax	47,544.76	70,366.18	-	-	117,910.94
4/20/2022 Pledged Revenue Transfer	-	(70,366.18)	-	-	(70,366.18)
4/20/2022 Transfer to 1st Bank	(15,000.00)	-	-	-	(15,000.00)
4/27/2022 Transfer to 1st Bank	(27,000.00)	-	-	-	(27,000.00)
4/30/2022 Interest Income	189.82	-	-	-	189.82
5/10/2022 Property/SO tax	73,292.09	108,472.23	-	-	181,764.32
5/16/2022 Pledged Revenue Transfer	-	(108,472.23)	-	-	(108,472.23)
Anticipated Balance	\$ 572,399.15	\$ -	\$ -	\$ -	\$ 572,399.15
<u>CCMC - Total Cash</u>					
Balance as of 03/31/22	\$ -	\$ -	\$ 102,517.06	\$ -	\$ 102,517.06
Subsequent activities:					
4/13/2022 Transfer from First Bank	-	-	279,408.00	-	279,408.00
Anticipated Balance	\$ -	\$ -	\$ 381,925.06	\$ -	\$ 381,925.06
<u>UMB - 2021 Bond Fund</u>					
Balance as of 03/31/22	\$ -	\$ 1,175,820.77	\$ -	\$ -	\$ 1,175,820.77
Subsequent activities:					
4/20/2022 Pledged Revenue Transfer	-	70,366.18	-	-	70,366.18
4/30/2022 Interest Income	-	38.99	-	-	38.99
5/16/2022 Pledged Revenue Transfer	-	108,472.23	-	-	108,472.23
Anticipated activities:					
Anticipated 6/1 DS payment	-	(888,925.00)	-	-	(888,925.00)
Anticipated Balance	\$ -	\$ 465,773.17	\$ -	\$ -	\$ 465,773.17
<u>UMB - 2021 Project Fund</u>					
Balance as of 03/31/22	\$ -	\$ -	\$ -	\$ 7,382,840.07	\$ 7,382,840.07
Subsequent activities:					
4/30/2022 Interest Income	-	-	-	843.76	843.76
Anticipated Balance	\$ -	\$ -	\$ -	\$ 7,383,683.83	\$ 7,383,683.83
Anticipated Balances	\$ 609,255.55	\$ 465,773.17	\$ 381,925.06	\$ 7,383,683.83	\$ 8,840,637.61

Yield information (as of 04/30/22):

CSAFE - 0.43%

UMB invested in Golman Sachs Govt Fund - 0.31%



MEMORANDUM

To: Board of Directors
From: Ben Smith, District Manager
Date: May 31, 2022
Re: District Manager Report

All continues to go well at Leyden Rock. The District is extremely fortunate to have the likes of Katie and Christine providing exceptional service on a daily basis.

Pool Start Up

Both pool vendors have been working hard and we are ready for the opening of the pool on Friday at 7 AM for lap swim!

The pool heater is in need of replacement and can be done with very minimal disruption to the pool season.

Landscape Update

Keesen continues to perform well and keeps everything looking great. They will begin work on the demo garden site the week of 5/30.

They have also provided a proposal to enhance the clubhouse landscaping. It has been included in the weekly update sent to the Board.

Weed Mitigation

Weed Wranglers continue to work one week at a time each month and the communication sent prior to their efforts has appeared to have worked and informed the community of the process.

Fence Staining Project

Fence staining has wrapped. We will perform a final inspection of the work prior to making the final payment.



PO Box 20507
Boulder, CO 80308

Estimate

Date	Estimate #
5/24/2022	4363

Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

P.O. No.

Description	Qty	Rate	Total
POOL HEATER REPAIR			
Raypak Heater Parts: Raytherm Tube Bundle Kit	1	8,452.08	8,452.08T
Raypak Heater Parts: Refractory Kit	1	1,230.00	1,230.00T
Labor: Disassemble, desoot internals, replace parts and reassemble heater	1	1,500.00	1,500.00
***3-4 weeks lead time on parts		0.00	0.00

Approved by _____

Subtotal \$11,182.08

Sales Tax (0.0%) \$0.00

Total **\$11,182.08**

Please call 970-418-0767 or email
peakonepoolandspa@gmail.com and reference
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.



PO Box 20507
Boulder, CO 80308

Estimate

Date	Estimate #
5/24/2022	4364

Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

P.O. No.

Description	Qty	Rate	Total
POOL HEATER Raypak Heater: Raytherm 1125: Includes removal and disposal of existing heater, installation including gas, plumbing, venting and electrical connections, product registration and manufacturer warranty. ** in stock and available for delivery now	1	14,575.00	14,575.00T

Approved by _____

Subtotal \$14,575.00

Sales Tax (0.0%) \$0.00

Total **\$14,575.00**

Please call 970-418-0767 or email
peakonepoolandspa@gmail.com and reference
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.

**SECOND AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEYDEN ROCK METROPOLITAN DISTRICT**

DELEGATING ARCHITECTURAL AUTHORITY

WHEREAS, the Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, Leyden Rock Phase I, LLC (the “**Developer**”) recorded those certain Covenants and Restrictions of Leyden Rock, in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2012033713, on March 29, 2012 (the “**Covenants**”); and

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

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, Article 2, Section 2.1 of the Covenants provides that the Board has the authority to appoint members to the Architectural Review Committee (the “**ARC**”); and

WHEREAS, Article 2, Section 2.2 of the Covenants further provides that the Board has the right or authority to delegate, in writing, some or all architectural authority to one or more other Persons (as defined in the Covenants); and

WHEREAS, the Board desires to appoint the ARC and delegate such authority as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Appointment of the ARC. The Board hereby appoints the Board members (as currently or in the future constituted) as the ARC, as more fully provided in the Covenants.
2. Delegation of Architectural Authority. Notwithstanding the above, in accordance with Article 2, Section 2.2 of the Covenants, the Board hereby delegates to Capital Consultants Management Corporation (“**CCMC**”) and/or Lee Design Group (“**LDG**”) the right to review and approve or disapprove certain requests for Improvements (as set forth in Sections 2.a and 2.b of this Resolution) to the same extent that the ARC has said right pursuant to the Covenants; provided, however, that the Board hereby reserves to the ARC, the right to hear appeals from applicants in relation to decisions made by CCMC and/or LDG as more fully provided below.

- a. The Board hereby delegates to Mr. Ben Smith of CCMC the authority to approve (with or without conditions) or disapprove the requests for those certain Improvements as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, as may be amended from time to time. The delegation granted herein shall be revoked on the earlier to occur of the following: (1) at such time as the Board withdraws in writing, in its sole discretion, (2) the termination of that certain Independent Contractor Agreement by and between the District and CCMC, dated December 4, 2017, and all amendments thereto, or (3) that date upon which Mr. Smith is no longer employed with CCMC, for whatever reason. Upon the occurrence of any of the foregoing, the Board may delegate such authority to such other person as the Board may determine.
 - b. The Board hereby delegates to LDG the authority to approve (with or without conditions) or disapprove the requests for those certain Improvements as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, as may be amended from time to time. The delegation granted herein shall be revoked on the earlier to occur of the following: (1) at such time as the Board withdraws in writing, in its sole discretion, (2) the termination of that certain Independent Contractor Agreement by and between the District and LDG, dated April 27, 2021, and all amendments thereto. Upon the occurrence of any of the foregoing, the Board may delegate such authority to such other person as the Board may determine.
3. Appeal.
- a. An applicant whose plans have been disapproved or conditionally approved by CCMC and/or LDG may appeal any such decision of CCMC and/or LDG to the ARC. In relation thereto, in accordance with Article 2, Section 2.2 of the Covenants, the Board hereby delegates the authority of the ARC to hear such appeals to a tribunal, which is to be comprised of at least two (2) members, as designated and appointed by the Board at any such time as an appeal has been submitted (the “**Tribunal**”). An applicant desiring to appeal a decision of CCMC and/or LDG may so by submitting a written appeal to the ARC within thirty (30) days of the date of CCMC and/or LDG’s disapproval or conditional approval.
 - b. The Tribunal, acting on behalf of the ARC, shall, within thirty (30) days of the date of such appeal, review the decision of CCMC and/or LDG pursuant to the criteria set forth in the Covenants and any architectural standards, rules, regulations and/or guidelines (collectively “**Guidelines**”) adopted pursuant to Article 2, Section 2.4 of the Covenants. Any decision of CCMC and/or LDG may be overruled and reversed on appeal by the Tribunal, acting on behalf of the ARC, by a written decision setting forth the reasons for the reversal when the Tribunal, acting on behalf of the ARC, concludes that CCMC and/or LDG decision was inconsistent with the criteria set forth in the Covenants and/or the Guidelines. The foregoing right of the Tribunal, acting on behalf of the ARC, to overrule or reverse a decision of CCMC and/or LDG on appeal includes the right of the Tribunal, acting on behalf of the ARC, to grant reasonable variances or adjustments from any conditions or restrictions imposed by the Covenants or the Guidelines in order to overcome practical

difficulties or to prevent unnecessary hardships arising by reason of the application of any such conditions or restrictions.

4. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the authority granted in this Resolution and **Exhibit A**, attached hereto, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to replace the persons identified in Sections 2.a and 2.b of this Resolution with another, remove persons identified in Sections 2.a and 2.b of this Resolution, add to or reduce the authority of CCMC and/or LDG and/or the persons identified in Sections 2.a and 2.b of this Resolution, eliminate the delegation to CCMC and/or LDG, or change the authority delegated to CCMC and/or LDG as set forth in Exhibit A attached hereto, all in the Board's sole and absolute discretion.

5. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of this Resolution as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

[Signature page follows.]

APPROVED AND ADOPTED THIS 31st DAY OF MAY, 2022.

**LEYDEN ROCK METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Second Amended and Restated Resolution Delegating Architectural Authority

EXHIBIT A

CCMC	CCMC OR LDG	LDG
	Requests for Improvements that are reviewed by LDG require the payment of a fee as determined by the ARC from time to time.	Requests for Improvements that are reviewed by LDG require the payment of a fee as determined by the ARC from time to time.
Address Numbers	Accessory Buildings – Storage Sheds	Additions and Expansions
Air Conditioning Equipment/Rooftop Equipment	Doors (ARC – like for like only)	Backyard Sport Pads
Antennae/Satellite Dishes	Driveways (ARC – like for like only)	Balconies
Awnings/Overhangs/Sunshades	Exterior Lighting	Decks
Dog Houses/Dog Runs	Landscaping	
Drainage		
Evaporative Coolers	Roofing Materials (ARC – like for like only)	Driveway Extensions
Fences	Shutters (ARC – like for like only)	Gazeboes/Pergolas
Fire Pits	Windows: Replacement (ARC –like for like only)	Greenhouses
Flags/Flagpoles		Hot Tubs and Jacuzzis – Spas
Pipe/Vents		Patios – Covered, Enclosed, Open
Play Structures and Sport Equipment		Exterior Painting
Playhouses		Paving
Radon Mitigation System		Ponds/Water Features
Solar Energy Devices		Pools
Weather Vanes and Directionals		Saunas
Wind Electric Generators		Walls
Windows: Tinting, Security Bars, Well Covers, Etc.		Walls, Retaining

LICENSE AGREEMENT
(For Retaining Walls, Fences, Entry Monuments, and Signage)

4/10

1-7

This **LICENSE AGREEMENT**, including any and all exhibits attached hereto ("Agreement") is entered into and effective as of the 7th day of January, 2013, by and between the **CITY OF ARVADA**, a Colorado municipal corporation (hereinafter referred to as the "City"), and **LEYDEN ROCK METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the "District"). The City and the District are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS AND PURPOSE

1. The City is the owner of that certain property located in the City of Arvada, Jefferson County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").
2. The District desires to obtain a license to enter upon the Property for the purpose of constructing, installing, operating and maintaining certain fencing and landscape improvements (including but not limited to plantings, mulch, beds, irrigation systems, and related appurtenances) (collectively, the "Landscape Improvements") which will benefit the residents and property owners of the District and the City.
3. The City is willing to grant a revocable license to the District under the terms and conditions as hereinafter specified in this Agreement.

NOW, THEREFORE, in consideration of the City's agreement to permit the District to enter upon the Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

TERMS AND CONDITIONS

1. **GRANT OF LICENSE.** The City hereby grants a revocable, non-exclusive license ("License") to the District and its employees, agents, representatives, and contractors to use the Property for the purpose of constructing, installing, operating and maintaining the Landscape Improvements, subject to the additional terms and conditions contained herein, to have and to hold the same together with the rights and privileges of entry and use of the Property. The License does not convey an interest in real property.
2. **MAINTENANCE OBLIGATION.** The District or its designee shall (a) keep the Property in a clean and un-littered condition, and (b) be responsible for the operation and maintenance of all District installed Landscape Improvements within the Property. The District understands and agrees that the City shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any of the Landscape Improvements placed, or kept upon the Property by the District pursuant to this Agreement.

 R \$41.00
D \$0.00

3. **RESERVATION OF RIGHTS.** In granting this License, the City reserves the right to make full use of the Property as may be necessary or convenient, to the extent such use does not unreasonably interfere with the Landscape Improvements and the District's License.

4. **TERM.** The term of the License granted herein shall continue from the date of this Agreement to the time that this Agreement is terminated. The City may terminate this Agreement at any time by giving written notice to the District 60 days in advance of the effective date of termination and specifying the date of termination therein and, in the event the City exercises said right to terminate, the District expressly agrees to remove any encroachments from the City's property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible. Notwithstanding the foregoing, prior to termination of this Agreement, the Parties will use best efforts to assure that the termination of this Agreement will not violate any covenant, term, or condition of any debt instrument to which the District is a party; provided, however, that nothing herein shall be construed to prevent or prohibit the City's exercise of its right to terminate this Agreement and revoke the license granted hereby.

5. **INSURANCE.** The District shall procure and continue in effect liability and property damage insurance insuring against personal injury and property damage occurring on the Property and arising from the District's use of the Property pursuant to this License. Such insurance shall cover liability and property damage in any one occurrence in a combined single limit sum of not less than \$150,000 per person or \$600,000 per occurrence, or such other amount as may be subject to, or limited by, Article 24, Part 10, C.R.S., as may be amended from time to time. The Parties agree that public liability insurance provided by the Colorado Special Districts Property and Liability Pool is sufficient and acceptable for the coverage required by this paragraph.

6. **INDEMNIFICATION.** To the extent permitted by law, if at all, and without waiving any immunity afforded under the Colorado Governmental Immunity Act, as may be amended from time to time, the District expressly agrees to indemnify and hold harmless the City and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or related to the issuance of this License or any omission or act of negligence by the District or any of its employees, agents, representatives, or with regards to this License.

7. **ASSIGNMENT.** Neither this License, nor any of the Parties' rights, obligations, duties, or authority under this License may be assigned in whole or in part by the District without the prior written consent of the City. 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. The City retains the right to assign its rights, obligations, duties or authority under this License freely in its sole discretion.

8. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of

(i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given when delivered to the Party to whom it is addressed. Either Party hereto may at any time, by giving written notice to the other Party hereto as provided herein designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

District: Leyden Rock Metropolitan District No. 1
 c/o White, Bear & Ankele Professional Corporation
 2154 E. Commons Ave., Suite 2000
 Centennial, Colorado 80122
 Attn: Clint C. Waldron, Esq.
 (303) 858-1800 (phone)
 (303) 858-1801 (fax)

City: City of Arvada
 8101 Ralston Road
 Arvada, Colorado 80001
 Attn: Mark G. Deven, City Manager

9. **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 Jefferson County, Colorado.

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

11. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 8 above, and the defaulting party will have 15 days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such 15-day period and the defaulting party gives written notice to the non-defaulting party within such 15-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

12. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the City or the District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. **SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Parties do 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 Parties pursuant to 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 any ensuing fiscal year beyond the then-current fiscal year.

14. **BINDING EFFECT.** This Agreement shall be binding on the Parties, their successors and assigns, and shall run with the land.

15. **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 herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto.

16. **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 Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

17. **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.

18. **SEVERABILITY.** If any portion of this Agreement 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 Agreement, 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 Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

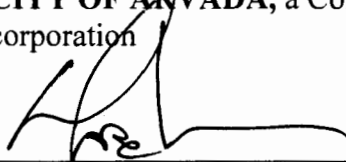
19. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall 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.

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

CITY:

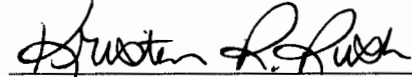
CITY OF ARVADA, a Colorado municipal corporation



Marc Williams, Mayor
8101 Ralston Road
P. O. Box 8101
Arvada, CO 80001-8101



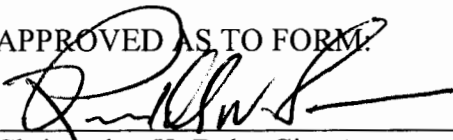
ATTEST:



City Clerk

Deputy

APPROVED AS TO FORM:

 *CKD*

for Christopher K. Daly, City Attorney

EXHIBIT A

TRACT T, BLOCK 19;

TRACT U, BLOCK 2;

TRACT R, BLOCK 2

OF LEYDEN ROCK SUBDIVISION FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2012078338, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

TOGETHER AND ALONG WITH A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF **TRACT B**, BLOCK 2 OF LEYDEN ROCK SUBDIVISION FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2012078338 AND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26 BEARS N 88°46'32" E AND MONUMENTED AS FOLLOWS:

-THE CENTER QUARTER CORNER OF SECTION 26 BEING A 2" BRASS CAP IN 4"X4" CONCRETE POST, STAMPED "MSM 5793.11".

-THE EAST QUARTER CORNER OF SECTION 26 BEING A CHISELED "+" IN TOP OF A 7"X14" STONE WITH CHISELED "1/4" ON WEST SIDE OF STONE.

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 26;

THENCE S 63°21'10" E, A DISTANCE OF 267.06 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT B, BLOCK 2 AND THE **POINT OF BEGINNING**;

THENCE N 58°58'22" E ALONG SAID NORTHERLY LINE A DISTANCE OF 20.00 FEET;

THENCE S 31°01'39" E, A DISTANCE OF 26.00 FEET;

THENCE S 58°58'22" W, A DISTANCE OF 20.00 FEET;

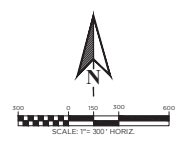
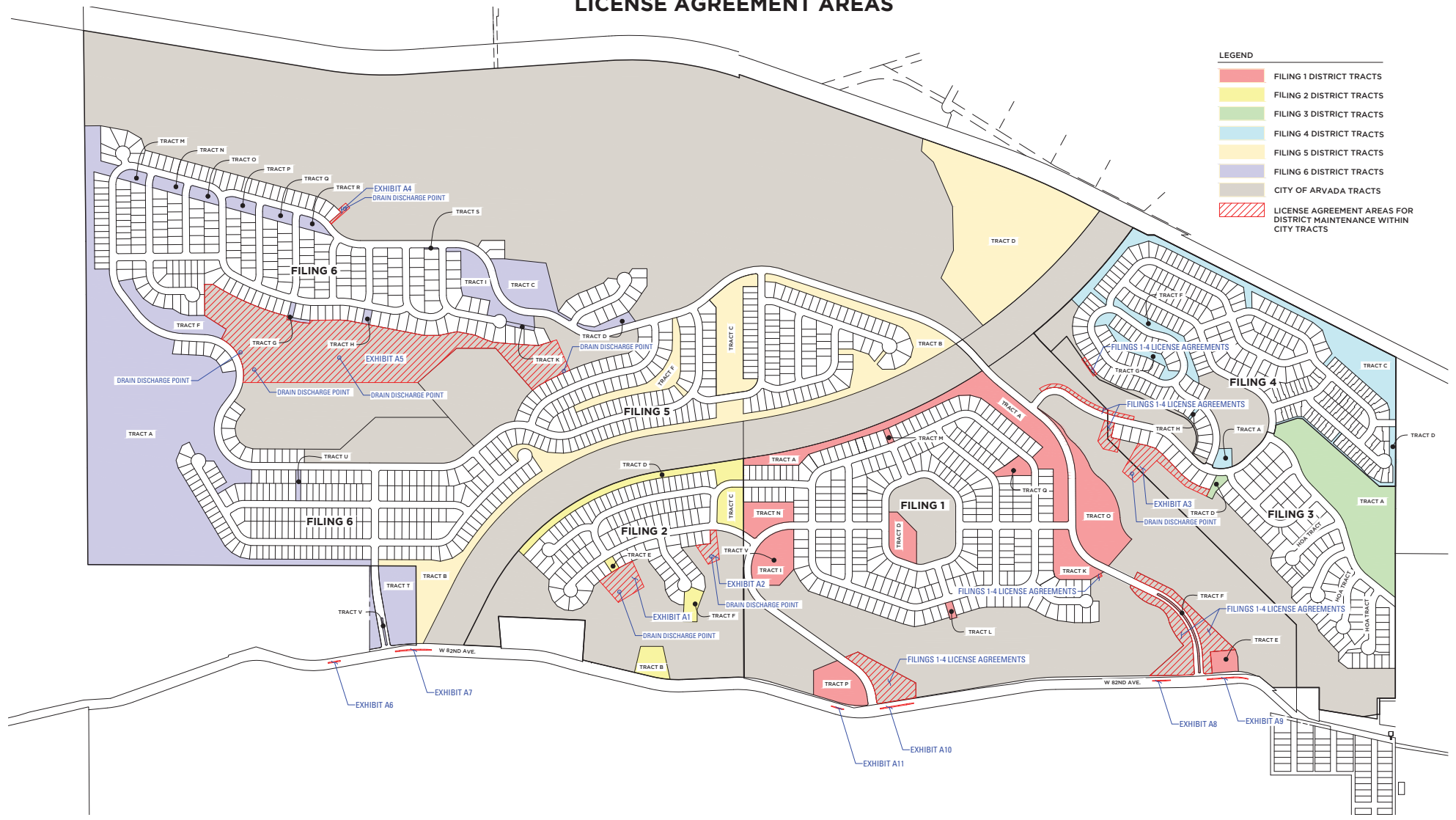
THENCE N 31°01'39" W, A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING**,

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 520 SQUARE FEET OR 0.0119 ACRES, MORE OR LESS.

LEYDEN ROCK SUBDIVISION

METRO DISTRICT TRACTS, CITY TRACTS, AND LICENSE AGREEMENT AREAS

- LEGEND**
- FILING 1 DISTRICT TRACTS
 - FILING 2 DISTRICT TRACTS
 - FILING 3 DISTRICT TRACTS
 - FILING 4 DISTRICT TRACTS
 - FILING 5 DISTRICT TRACTS
 - FILING 6 DISTRICT TRACTS
 - CITY OF ARVADA TRACTS
 - LICENSE AGREEMENT AREAS FOR DISTRICT MAINTENANCE WITHIN CITY TRACTS



KT
KT ENGINEERING
 ENGINEERS • SURVEYORS
 12500 W. 89th AVE. #230
 ARVADA, CO 80002
 PH: 720.638.5190

07.13.2018

2018 ARVADA DISTRICT MAINTENANCE PLAN - LEYDEN ROCK SUBDIVISION TRACTS WITH LICENSE AGREEMENTS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 4th day of March, 2020 to be effective May 4, 2020, between **LEYDEN ROCK PHASE I, LLC**, a Colorado limited liability company (“**Grantor**”), in favor of **LEYDEN ROCK METROPOLITAN DISTRICT**, (f/k/a/ Leyden Rock Metropolitan District No. 10), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o WHITE BEAR ANKELE TANAKA & WALDRON, 2154 E. Commons Ave., Ste. 2000, Centennial, CO 80122, hereinafter referred to as (“**Grantee**”).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, for public purpose and access, all the surface of the real property, together with improvements, if any, situate, lying, and being in the County of Jefferson, State of Colorado, described as follows:

**Tract V, Block 2, Leyden Rock Subdivision Filing No. 1, City of Arvada,
County of Jefferson, State of Colorado**

TOGETHER with all and singular the rights, tenements, easements, appendages, ways, hereditaments, privileges and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (collectively, the “**Property**”).

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its heirs, successors and assigns, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the Property in the quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof **BY, THROUGH OR UNDER** Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed on the date set forth above.

GRANTOR:

LEYDEN ROCK PHASE I, LLC, a Colorado limited liability company

By: [Signature]
Its: [Signature]

STATE OF COLORADO)
)ss
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Chris Elliott, as Manager of LEYDEN ROCK PHASE I, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: Oct 12, 2022

CHRISTIAN MATTHEW JANKE
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184040220
My Commission Expires Oct. 12, 2022

[Signature]
Notary Public

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”), is made and entered into this 29th day of March, 2022 by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District” or “Licensor”), and ALLIED WASTE SYSTEMS OF COLORADO, LLC, a Colorado limited liability company (the “Allied” or “Licensee”). The Licensor and Licensee may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District owns certain real property within the corporate boundaries on the City of Arvada, Jefferson County, Colorado as described in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, Allied owns real property located adjacent to the Property upon which Allied operates a solid waste landfill; and

WHEREAS, Allied desires access to the Property for the purpose of making certain improvements to the Property as set forth herein; and

WHEREAS, the District desires to provide Licensee with access to the Property in accordance with this Agreement; and

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 Parties hereby agree as follows:

TERMS AND CONDITIONS

1. LICENSE. The District hereby grants to Allied, their employees, representatives, contractors, subcontractors, permittees, licensees, agents, and invitees a license (“License”) in, to, upon, within, through, over, under and across the Property to perform the work and make certain improvements as set forth in **Exhibit B**, attached hereto and incorporated herein (the “Work”), subject to all of the terms and conditions contained in this Agreement. This License does not convey an interest in real property.

2. ALTERATIONS OR ADDITIONS AND RESTORATION. Allied covenants and agree not to make or permit to be made any alterations in, additions to, or use of the Property beyond the Work described in this Agreement, without the prior written consent of the District. Upon the completion of the Work, Allied 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 Allied’s expense. This restoration and reimbursement obligation shall survive termination or expiration of this Agreement.

3. RESERVATION OF RIGHTS. The District shall retain the full use and enjoyment of the Property to the extent not inconsistent with this Agreement. Allied shall make reasonable efforts to minimize interference with the use and operation of any improvements owned by the District.

4. INSURANCE. Allied is to procure, or cause to be procured, and kept in force during the Agreement's term, at Allied sole cost and expense, insurance coverage in the minimum amounts set forth in this Section. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage. The insurance required by this Section will be purchased and maintained from an insurance company or insurance companies lawfully authorized in the jurisdiction where the Property is located having general policyholder's rating of at least "A" and a financial rating of at least "V" or greater in the most current Best Insurance reports available on the date that Allied obtains or renews the insurance policy (or, if such report is no longer published, a comparable financial quality of insurance company).

a. Commercial General Liability Insurance shall have minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to: premises operations; personal injury liability without employment exclusion; limited contractual; broad form property damages, including completed operations; medical payments; products and completed operations; independent consultants coverage; coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant. The commercial general liability insurance shall cover activities on the Property and/or related to the Work, and is to include as additional insureds, on a primary and non-contributing basis the District.

b. Before the commencement the Work, Allied shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C**. If the coverage required expires during the term of this Agreement, Allied shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Allied's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit Allied's liability under any provision in this Agreement. Allied shall be responsible for the payment of any deductibles on issued policies.

5 INDEMNIFICATION. Allied agrees to defend, indemnify and hold harmless the District, and its respective officers, directors, agents and employees 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 negligence, willful misconduct, or any criminal or tortious act or omission by Allied, their employees, representatives, contractors, subcontractors, permittees, licensees, agents, and invitees

arising from or in connection with or related to the Work.

6. TERM. The Agreement shall be effective as of the date hereof and shall terminate the earlier to occur of: (i) termination pursuant to Section 8 hereof; (ii) completion of the Work; or (ii) December 31, 2022.

7. TERMINATION OF AGREEMENT. Either Party may terminate this Agreement at any time by giving notice to the other Party thirty (30) days written notice in advance of the termination date.

8. MECHANICS' LIENS. Allied shall not cause or allow any mechanics' or materialmen's liens to be filed against the Property as a result of the Work. If a Lien is filed, the Allied 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 Allied 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 Allied of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. This Section 9 shall survive the termination or expiration of this Agreement.

9. 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.

10. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 11 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Licensor:

Leyden Rock Metropolitan District
c/o CCMC
17685 W. 83rd Drive

Arvada, CO 80007
Attention: Ben Smith
Phone: (303) 423-0270
Email: bsmith@ccmnet.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Megan J. Murphy
Phone: (303) 858-1800
E-mail: mmurphy@wbapc.com

Licensee:

Allied Waste Systems of Colorado, LLC
18500 North Allied way
Phoenix, AZ 85054
Attention: General Counsel
Phone:
Email:

11. 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 Jefferson County, Colorado.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

13. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 11 above, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

14. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. 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 those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. Allied expressly understands and agrees 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.

16. 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.

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. 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.

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

valid and enforceable.

20. 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, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

LICENSOR:
LEYDEN ROCK METROPOLITAN
DISTRICT, a quasi-municipal corporation
and political subdivision of the State of
Colorado



Officer of the District

ATTEST:



scott plummer (Apr 7, 2022 13:08 MDT)

[Licensor's Signature page to License Agreement]

EXHIBIT A

THE PROPERTY

BLOCK 1, TRACT A, LEYDEN ROCK SUBDIVISION FILING NO. 6, A SUBDIVISION
RECORDED AT RECEPTION NUMBER 2014080959

EXHIBIT B

THE WORK

1. Installation of approximately 1,465 LF of untreated rail fence with wire mesh east of berm and west of Leyden Rock walking trail.
2. Installation of approximately 200 LF of litter control fencing inside Tract A behind 19399 W. 84th Ave., Arvada CO 80007.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of May 31, 2022)**

Preamble

The Board of Directors of the Leyden Rock Metropolitan District (the “District”) has adopted the following Policies and Procedures Governing the Leyden Rock Metropolitan District Recreation Amenities (the “Policies”) pursuant to § 32-1-1001(1)(m), C.R.S., dated December 5, 2016 and as amended and/or updated from time to time, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has caused to be constructed certain recreation amenities including the Leyden Rock Clubhouse and Leyden Rock Pool (collectively the “Recreation Amenities”).

All references herein to the “District Representative” or “District Representatives” shall refer to any independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and property owners of property within the legal boundaries of the District , as amended from time to time (“Property Owners” in relation to those who own property in the District and “District Residents” in relation to those who reside in the District but do not own property in the District, such as tenants or occupants of Property Owners), shall be entitled to use the Recreation Amenities as permitted in these Policies and any others that may be adopted by the Boards of Directors of the District. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Representative upon submission of the Recreation Amenities Use Form in order to receive pool fobs for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver’s license or identification issued by the Colorado Department of Motor Vehicles showing an address in the District or a deed or lease for any such property. The District Representative shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes by the Property Owner. In the event that such fees, charges and taxes are not timely paid by any Property Owner, such Property Owner or any District Resident residing in such Property Owner’s property within the District, as applicable, shall not be issued pool fobs or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to any previously issued fobs shall be suspended or revoked in the District’s discretion. Each property within the District shall be entitled to the issuance of two pool fobs at no charge. If a Property Owner has leased the property owned by the Property Owner to another (i.e., to a District Resident), the property shall still be entitled to only two pool fobs at no charge. Any additional pool fobs requested may be issued only upon

completion of the required forms and the payment of the applicable fee for additional fobs as set forth on the Pool Fob Request Form attached hereto as **Exhibit C**.

1.2 Persons without the District Boundaries. All persons not residing or owning property within the boundaries of the District (“Non-District Users”), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-District Users shall be Nine Hundred Dollars (\$900.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Users would be responsible for if they were District Residents or Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. All Non-District Users wishing to use the Recreation Amenities shall comply with the Policies set forth in section 1.3 of this Article. The District retains the right to limit access to the Recreation Amenities for Non-District Users and their Additional Authorized Users (as defined in Section 1.3 below) based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Users and their Additional Authorized Users shall be allowed on a first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. All District Residents, Property Owners and Non-District Users desiring to use the Recreation Amenities (collectively, “Users”) shall be required to complete the District Amenities Use Form in substantially the form attached hereto as **Exhibit A** and the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, each as may be amended from time to time, for submission to the District Representative. Users must submit an updated District Amenities Use Form to the District Representative when any of the User’s information on the Property Owner/District Resident Form changes. Users may designate other persons over the age of 18 who are authorized to access the Recreation Amenities using the User’s fob(s) (“Additional Authorized Users”) by listing the same on the User’s District Amenities Use Form. Such Additional Authorized Users may include, but are not necessarily limited to, adult children, regularly employed caregivers, grandparents, grandchildren, or others residing with the User. All Additional Authorized Users shall be required to complete the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Representative. A Waiver and Consent Form must be signed by all Users and Additional Authorized Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool fobs shall be submitted by any User on the Pool Fob Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued two pool fobs per household at no charge by the District Representative. Users and Additional Authorized Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool fob to the District Representative. Any User or Additional Authorized User who refuses, upon request to present their pool fob may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Representative will charge a reasonable fee for replacement pool fobs. Lost pool fobs must be reported immediately to the District Representative, and replacement pool fobs will also be subject to a replacement fee.

All pool fobs issued by the District Representative are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Representative. Any transfer without the District Representative's approval shall be void and the District shall retain the right to suspend or revoke any User's or Additional Authorized User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Representative. Any such person may continue to use the Recreation Amenities as a Non-District User by complying with Section 1.2 of these Policies.

1.4 Guests of Users. Each User shall be allowed five (5) guests per day per household for use of the Recreation Amenities unless prior permission is granted by the District Representative, at least 48-hours in advance, for additional guests. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. Except as provided in Section 3.6, all guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

1.5 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

The Pool shall be open from 7 a.m. to 9 a.m. for lap swimming and from 9 a.m. – 9 p.m. for open swim from Memorial Day through Labor Day; and

Access to the Clubhouse shall be allowed for Users year round pursuant to these Policies.

The hours of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Representative to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.6 Commercial Use. The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies. Events of a commercial nature may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Clubhouse are intended for invited guests only and under no circumstances shall commercial activities be solicited to or made open to the public. Any User desiring to hold an event at the Recreation Amenities which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the District for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's

discretion.

1.7. District Informal Committee Use. Events where at least one member of the Board of Directors is an attendee and where District business is conducted (“District Informal Committees”) may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

Article II

MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis as determined at the District’s sole discretion.

2.2 Limitation of Liability of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

2.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Alcohol is prohibited in the pool area at all times.

2.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocket knives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the pool area. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado. All service animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal.

Article III

SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Representative. A list of pool rules and regulations is attached as **Exhibit D**.

3.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

3.3 Lifeguards. Lifeguards are NOT provided by the District. Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Representative.

3.4 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person.

3.5 Wading Pool. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

3.6 Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children ages 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Representative in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under.

Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

Article IV

CLUBHOUSE

4.1 Use of the Clubhouse. The Clubhouse shall be available to all Users upon payment of the rental fee, security deposit and other fees set from time to time by the Board. The District may, in its discretion, decline rental of the Clubhouse for any event it deems to jeopardize the safety, health or welfare of the public. Rental of the facility includes the kitchen, common room, restrooms and exterior deck.

4.2 Capacity of Clubhouse. City of Arvada fire codes mandate that legal capacity of the Clubhouse be limited to one hundred twenty (120) persons. No rentals of the facility shall be allowed for greater than one hundred twenty (120) persons in attendance.

4.3 Security. Security personnel shall be required for all rentals during which forty (40) or more persons will be present or for all rentals where alcohol will be present regardless of the number of attendees. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Representative prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel's performance by the District. Notwithstanding the foregoing, no additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.

4.4 Reservations. Users shall submit an Application for Facility Use (**Exhibit F**) for rental of the Clubhouse. Users must also complete a Clubhouse Reservation Agreement in substantially the form attached as **Exhibit G** and subject to the terms and conditions provided therein.

Article V

ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its Authorized Representatives may request any User to cease conduct that is:

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;
3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or

4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Representative is authorized to use all reasonable means s/he deems necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed first to the District Representative in writing. The District Representative will have fifteen (15) working days to investigate the incident and to make a decision. The District Representative shall notify the offending party in writing of their decision. The District Representative's decision may be appealed to the Board at the next regular District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

5.2 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture or disobeying the Policies, disciplinary measures will be administered by any District Representative as follows without the necessity of any action of the Board:

First offense:	Verbal warning
Second offense:	Restricted from the Recreation Amenities for two (2) weeks
Third offense:	Restricted from the Recreation Amenities for one (1) month
Fourth offense:	Restricted from the Recreation Amenities for one (1) year

The Board shall be notified of all disciplinary measures by the District Representative and shall, in its discretion have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Representative. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Representative or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

EXHIBIT A
Recreation Amenities Use Form

EXHIBIT B
Waiver and Consent Form

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests (as applicable), and Additional Authorized Users (as defined below) listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District and non-District users, as applicable, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I, and my children, guests, and Additional Authorized Users will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, because (1) I am a property owner or resident within the District and have completed the Recreation Amenities Use Form, or (2) I am a non-District user and have completed the Recreation Amenities Use Form, or (3) I am listed as an "Additional Authorized User" on a Recreation Amenities Use Form completed by an in-District property owner or resident or by a non-District user.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. To release and agree not to sue the District, their directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my Additional Authorized Users (if applicable), in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my Additional Authorized Users (if applicable). I hereby waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me, my children, my guests, or my Additional Authorized Users; and

2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, their representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guests, or my Additional Authorized Users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my Additional Authorized Users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my children, my guests, and my Additional Authorized Users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and Additional Authorized Users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my Additional Authorized Users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my Additional Authorized Users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date

EXHIBIT C
Pool Fob Request Form

**LEYDEN ROCK METROPOLITAN DISTRICT
POOL FOB REQUEST FORM**

Name (please print): _____
 Property Address: _____
 Out-of-District Address: (If Applicable) _____
 E-mail: _____
 Contact Number(s): _____

NEW FOB REQUESTS:

<u>Card Type</u>	<u>Price (per fob)</u>	<u>Quantity Requested</u>	<u>Total Cost</u>
New Pool Fob	\$0.00 (up to two)		
First Replacement Pool Fob	\$10.00		
Second or Subsequent Replacement Pool Fob	\$25.00		
Please pay the following total:			

CASH WILL NOT BE ACCEPTED AND WILL BE RETURNED.
 ALL CHECKS OR MONEY ORDERS SHOULD MADE OUT TO:
 LEYDEN ROCK METROPOLITAN DISTRICT

PLEASE SEND ALL PAPERWORK & FEES, INCLUDING THE MANDATORY FORMS TO:

Leyden Rock Metropolitan District
 c/o CCMC
 17685 W. 83rd Drive
 Arvada, Colorado 80007

Office Use Only:

All Items Received: Y or N If Not: Date Returned to User: _____
 Processed By: _____
 Check No. _____ Money Order No. _____
 Date Activated: _____ Other Notes: _____
 Date Received: _____

EXHIBIT D
Pool Rules and Regulations

**POOL RULES AND REGULATIONS
LEYDEN ROCK METROPOLITAN DISTRICT**

1. **Pool Hours:** The Pool shall be open from 7 a.m. to 9 a.m. for lap swimming and from 9 a.m. – 9 p.m. for open swim from Memorial Day through Labor Day. Pool hours are subject to change without notice.
2. All users shall still be required to have a picture ID with them when using the facilities. Staff will have the right to do spot checks to verify eligibility to use the pool. Failure to provide this information when asked can mean suspension of your access rights and removal from the premises.
3. **No person 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a “minor release form” is on file with the District (and on which parents have expressly authorized their children to supervise other minors).** Children 14-17 may swim unsupervised after their parents turn in a “Minor Release Form” to use the amenities without adult supervision. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests will also need to have a Minor Release Form on file with the District before access will be granted to the facilities.
4. An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.
5. Swimmers are to supply their own towels and swimwear.
6. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.
7. Each property shall be allowed five (5) guests per day for use of the pool. If you will have more than this number of guests attending the pool with you, prior approval from the District representative will be required.
8. Pool is for use by residents or property owners of the District and their guests only unless all applicable non-resident user fees have been paid in advance.
9. All guests must wear proper attire when utilizing the swimming pool facility. No undergarments, cutoffs, or shorts (swimming suit shorts are allowed) will be allowed.

10. Animals (**except service animals**) are not allowed in the pool area. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.
11. Food and drink are permitted in the pool area. **No glass** containers are allowed in or around the pool area. Only plastic and paper containers may be used. User must clean up after themselves. **No alcohol is permitted in the pool area at any time. Failure to adhere to this rule may cause loss of pool privileges.**
12. No running, shoving, dunking, rough play, or excessive noise is allowed in the pool or locker room area. **FOUL, ABUSIVE OR LOUD LANGUAGE WILL NOT BE TOLERATED AND YOU WILL BE ASKED TO LEAVE THE FACILITIES.**
13. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, or other hard balls will not be allowed.
14. Squirt guns, diving toys and reasonably sized floatation devices shall be allowed as long as use of these items does not interfere at any time with another individual's enjoyment of the facility.
15. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.
16. No bicycles, skateboards, roller blades, or similar are permitted in the pool area, in front of the entrance gates and on or about landscaped areas. Bicycles will need to be stored in the bicycle racks provided.
17. No hanging on lane/pool dividers is permitted.
18. Smoking and/or tobacco, marijuana and other similar products are not permitted in the pool area or within 25 feet of the pool fence. The use of illegal drugs is not allowed.
19. The District is not responsible for any loss or theft of personal belongings.
20. Radios and other electronic devices must be played so as not to offend others.
21. Failure to follow the pool rules may result in forfeiture of your deposit, suspension of pool privileges, and/or proper authorities being notified.
22. Pool may be closed when air temperature is 65 degrees and below, or when lightning is spotted.

EXHIBIT E
Minor Release Form

**LEYDEN ROCK METROPOLITAN DISTRICT
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

Name (Please Print)	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 13 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult over 18 years of age or by another minor aged 16-17 for whom a Minor Release Form is on file with the District and on which such minor's parents have expressly authorized their child aged 16-17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 14 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 16 to 17 (**check all facilities that are authorized for use by the minor(s)**):

_____ Pool(s)

I further authorize/do not authorize those minor(s) listed above who are at least 16 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (**check yes or no**):

_____ Yes List name(s) of minor(s) authorized to supervise: _____
_____ No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The District shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by a District Representative in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

Property Address: _____

Contact Number: _____

Date: _____

EXHIBIT F
Application for Facility Use and
Waiver and Consent Form

LEYDEN ROCK METROPOLITAN DISTRICT

Application for Facility Use

Applicant Name: _____

Applicant Address: _____ **State:** _____ **Zip:** _____

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____ **Contact Person On-Site:** _____

Date Requested: _____ **Purpose of Rental:** _____

Facility Requested: _____ **Will Alcohol Be Present*:** Yes No **Est. Attendance*:** _____

(If alcohol will be present security and additional liquor liability insurance is required.) (If more estimated attendance is more than 40 persons, security is required).

Clubhouse Deposit: _____ Fee: _____
Time: From _____ am/pm To _____ am/pm (Hours: 10am – Midnight)
 Max. Persons: 120

Required to be submitted with application: Mail completed paperwork to: Leyden Rock Metropolitan District , 17685 West 83rd Drive, Arvada, Colorado, Phone: 303-423-0270

- Completed Application
- Completed Clubhouse Rental Agreement(s)
- Rental Fee – Check made payable to Leyden Rock Metropolitan District
- Deposit – Separate check made payable to Leyden Rock Metropolitan District
- Signed Waiver and Release from Liability and Agreement to Indemnify
- Liquor Liability

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Leyden Rock Metropolitan District (the “District”), the District’s directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys’ fees, caused by, resulting from, or in any way arising out of the use of the District’s facilities by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns. This Indemnification/Waiver of Liability paragraph applies to any and all claims related to coronavirus (“COVID-19”). Additional Information about COVID-19 may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>.

Signature: _____ **Date:** _____

For Internal Use Only	
Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____	Fee Pd. \$ _____ Check # _____
Special Instructions:	Deposit Pd. \$ _____ Check # _____
	Lifeguard Fee Pd.: \$ _____ Check # _____
	Security Fee Pd.: \$ _____ Check # _____
	Total Pd. \$ _____

EXHIBIT G
Clubhouse Rental Agreement

Leyden Rock Metropolitan District

c/o CCMC
17685 West 83rd Drive
Arvada, CO 80002
303-390-1222
303-390-1220 (fax)

Clubhouse Rental Agreement

This Clubhouse Rental Agreement (“Agreement”) is made this _____ day of _____, 20____ by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and _____ (the “Rental Party”) for use of the District Clubhouse.

1. Availability. District sponsored programs and activities have priority of use of District facilities; therefore consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party’s right to use the Clubhouse for this event is subject to: (a) the District’s Rules and Regulations, (b) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Rental Rates.

	Deposit	Rental Rate per Hour	Restrictions
Resident of the District	\$250	\$150 per hour for the first 3 hours \$35 for each additional hour	None.
Non-Resident of the District	\$250	\$150 per hour for the first 3 hours \$35 for each additional hour	None.
District Informal Committees	\$250	\$0	None.

3. Security. **Security personnel are required for all rentals during which forty (40) or more persons will be in attendance or if alcohol will be present.** If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$250 and may be suspended from all Clubhouse privileges for a period of up to 12 months at the discretion of the Board of Directors of Leyden Rock Metropolitan District (the “Board”) or District Manager. Below is a list of security companies that may be willing to provide security personnel for your event. The District does not endorse or is the District affiliated with any of these companies. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District.

Metropolitan Protective Services Phone: 720-222-0757	American Hawk Security Phone: 303-522-1360	Great Events of Colorado Phone: 303-408-3187
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4. Reservations/Cancellation. Reservations will not be considered final until approval is granted and the appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first-come, first-served basis. It is not guaranteed that a requested date will be available. Functions may be cancelled without penalty by the Rental Party by sending written notice to District staff no less than seven (7) days in advance. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application")) to the Rental Party.

5. Use of Facilities. The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, common room, restrooms, and covered patio area are reserved under this Agreement. The pool, grills, play-area and any other amenities are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis.

6. Payment. It is agreed that all payments will be made at the times specified in the Rental Application. Payment of the fees and charges shall be by check.

7. Use of Pool. The pool area is available to all residents during normal operating hours. The Rental Party acknowledges that they are renting the Clubhouse only and will not have use of the pool area. The Rental Party agrees that no one in the Rental Party's event will interfere with use of the pool by others.

8. Set Up / Cleaning. All set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen, refrigerator, and restrooms will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed.

9. Condition of Facilities. A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible to report any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the Rental Party shall be responsible for all costs and expenses incurred by the District related to such actions.

10. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.
- h. The Rental Party is required to provide a Host Liquor Liability Insurance Policy naming "Leyden Rock Metropolitan District" as an additional insured in an amount of \$1,000,000.
- i. **Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by District staff. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.***
- j. If the Rental Party indicates that no alcohol is needed and shows up to the reservation with alcohol, a portion or entire amount of your deposit will be forfeited, along with your right to rental facilities, and your reservation will be canceled if alcohol is not removed prior to the start of the reservation.

12. Smoking/Tobacco. The Rental Party acknowledges that the Clubhouse and pool areas are **NONSMOKING** facilities. No smoking or use tobacco is allowed anywhere within the Clubhouse and the fenced areas of the pool, or within 25 ft. of the Clubhouse, pool or play area, at any time. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

13. Use Restrictions. No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Jefferson County and the City of Arvada and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Arvada police department shall have authority to close the Clubhouse to public and private activities.
- c. City of Arvada fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Throwing of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- d. No weapons of any type or fireworks are allowed in the Clubhouse or the immediately surrounding area.
- e. No balloons inflated with helium or any similar gas are allowed in the Clubhouse.
- f. Events of a commercial nature may be held in the Clubhouse provided that the Rental Party submits Rental Application, completes and executes this Agreement, and pays the applicable deposit and rental fees.
- g. The Rental Party is required to be present for the entire event, including the mandatory checkout.
- h. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

14. Parking. The Rental Party acknowledges that parking is available only on a first come, first serve basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

15. Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the Rental Application. Subject to prior agreement being made with District staff, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

16. Loss. The District is not responsible for lost or stolen articles.

17. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

18. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or

District staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

19. Insurance. The Rental Party agrees that it will be responsible for all insurance respecting the facilities during its use under this Agreement, and will assert no claim of coverage under any insurance policy of any District applicable during the period of such use.

20. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this section and this Agreement shall continue in legal force and effect.

21. Animals. No animals, except documented service animals for the disabled, are allowed in the facilities.

22. Severability. If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, 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 Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

23. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

24. 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.

25. Counterpart Execution. This Addendum 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.

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

Comments:

OWNER CERTIFICATION (if applicable)

I, _____, THE OWNER OF THE PROPERTY LOCATED AT _____, GIVE PERMISSION FOR MY RENTER TO USE THE CLUBHOUSE AND UNDERSTAND THAT ANY DAMAGES, LIABILITIES, ETC. ARE ULTIMATELY MY RESPONSIBILITY.

SIGNATURE: _____ **DATE:** _____