

**PURCHASE AGREEMENT
FOR THE
EAST CHERRY CREEK VALLEY WESTERN PIPELINE
AND STATE LAND BOARD LINE**

THIS PURCHASE AGREEMENT FOR THE EAST CHERRY CREEK VALLEY WESTERN PIPELINE AND STATE LAND BOARD PIPELINE ("Purchase Agreement") is made, entered into by and among East Cherry Creek Valley Water and Sanitation District ("Seller"), the City and County of Denver acting by and through its Board of Water Commissioners ("Denver Water"), and the South Metro WISE Authority ("WISE Authority") (Denver Water and WISE Authority are collectively referred to herein as "Buyers," and all parties are sometimes collectively referred to herein as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Buyers and the City of Aurora, Colorado, a municipal corporation, acting by and through its Utility Enterprise ("Aurora Water") have executed the "WISE Partnership - Water Delivery Agreement between Denver Water, the City of Aurora, acting by and through its Utility Enterprise, and the South Metro WISE Authority" ("WDA") that provides for delivery of water from Denver Water/Aurora Water to the WISE Authority; and

WHEREAS, Seller currently owns the Western Pipeline and State Land Board Pipeline (each as defined below and referred to collectively as the "Pipelines"), which can be used as part of the system to deliver water received by the WISE Authority pursuant to the WDA and can be used by Denver Water for the conveyance of water for use in its water delivery system; and

WHEREAS, Seller is willing to sell and the Buyers are willing to purchase the Pipelines under terms and pursuant to the restrictions set forth herein; and

WHEREAS, the Parties believe that the purchase and sale of the Pipelines is in the best interests of and will benefit the health, safety and welfare of their respective constituents, and

WHEREAS, at the Closing contemplated by this Purchase Agreement, the Parties shall also execute several other agreements that are necessary to properly address the issues related to this transaction ("Additional Agreements"). The Additional Agreements include the:

- a. Operations Agreement - governing the ownership and on-going operations of the Pipelines between the Seller and the Buyers ("Operations Agreement"); and
- b. Modifications Agreement - establishing the funding and construction obligations of the Parties with respect to future modifications of the Pipelines ("Modifications Agreement");

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WHEREAS, this Agreement and the Additional Agreements together constitute the “Western Pipeline Agreement” contemplated by Section 5.30 of the “Amended and Restated WISE Partnership – Water Delivery Agreement between Denver Water, the City of Aurora, acting by and through its Utility Enterprise and the South Metro WISE Authority” and by Section 20 of the “South Metro WISE Authority Formation and Organizational Intergovernmental Agreement.”

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual benefits and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 2. DEFINITIONS.

2.1 "Assignments" shall mean the assignments of ECCV's rights and interests in the various easements or right-of-way licenses in which the pipelines are located or used for access to the pipelines and the assignment of licenses or similar documents that grant permission for the location of the pipelines in the real property owned or controlled by other parties. The Assignments shall be substantially in the form attached hereto as Exhibit A.

2.2 "Bill of Sale" shall mean the bill of sale conveying ownership of personal property contemplated by this Purchase Agreement and substantially in the form attached hereto as Exhibit B.

2.3 "Closing" shall mean the tender of the Title Documents executed in accordance with the terms thereof, the execution of the various related agreements contemplated by the Parties as set forth in this Agreement and the tendering of the Purchase Price by Buyers.

2.4 "Closing Date" shall mean October 24, 2014, unless an earlier date is mutually agreed upon by the Parties.

2.5 “Contingency” shall mean (i) the approval and acceptance by all Parties hereto of the costs, procedures and facilities set forth in the Design-Build Procurement authorized by the Parties; and (ii) execution by the Parties of the Operations Agreement; and (iii) Modification Agreement authorizing the construction and operation of the improvements contemplated in the Design-Build Procurement.

2.6 “Design-Build Procurement” shall mean the Black and Veatch / Brown and Caldwell analysis of the costs and feasibility of the pipeline configuration and construction as authorized by the Parties pursuant to the proposal attached hereto as Exhibit C;

2.7 “Down-payment” shall mean the amount of \$1,000,000 placed in escrow by Buyers in the same percentage as for the Property Conveyed, to ECCV at the execution of this Purchase Agreement and placed into Escrow until Closing;

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2.8 "Escrow" shall mean that escrow established with Land Title Guarantee Company into which the Down-payment shall be placed to be released pursuant to the terms of this Agreement.

2.9 "MGD" shall mean a rate of flow of water equal to one million gallons per day.

2.10 "Note" shall mean the promissory note from the WISE Authority not to exceed the amount of Six Million Dollars (\$6,000,000) that may be included as part of the amount of the Purchase Price not paid from the Down-payment or in cash at the Closing and substantially in form to be mutually agreed upon by the Parties, notice of the necessity to utilize a Note shall be given to Seller no later than August 31, 2014. The form of the Note shall be agreed to by the Parties no later than September 15, 2014.

2.11 "Pipeline Easements" or "Pipeline Licenses" shall mean those easements or licenses held by ECCV which provide access, construction or other rights for the placement, operation and maintenance of the Property Conveyed.

2.12 "Property Conveyed" shall mean the properties or rights conveyed pursuant to the Assignments of Easements, Assignment of Licenses and Bill of Sale.

2.13 "Purchase Price" shall mean \$34,000,000 (THIRTY-FOUR MILLION DOLLARS) payable in a combination of the Down Payment, cash at Closing and a Note (if utilized pursuant to the terms hereof).

2.14 "Reserved Capacity" shall mean 8 MGD reserved for use by ECCV as further described in the Operations Agreement.

2.15 "Retained Property" shall mean the personal property appurtenant or connected to the Property Conveyed but not conveyed pursuant to this Purchase Agreement, including the Western pump station, Willows wells, well collection pipelines, storage tanks, University Tank Pipeline and associated appurtenances, all as described in Exhibit D.

2.16 "State Land Board Line" shall mean the pipeline described in and shown on Exhibit D and is subject to that certain agreement between ECCV and the Rangeview Metropolitan District ("Rangeview") dated May 1, 2012 which agreement contains provision for Rangeview to utilize the State Land Board Line subject to the conditions contained therein.

2.17 "Title Documents" shall mean the ECCV Assignments of Easements or Assignment of Licenses and Bill of Sale for all real and personal property being sold by ECCV to the WISE Authority and Denver Water.

2.18 "University Tank Pipeline" shall mean the pipeline as described in and shown on Exhibit D.

2.19 "Western Pipeline" shall mean the pipeline described in and shown on Exhibit D.

SECTION 3. PURCHASE AND CONVEYANCE.

3.1 Subject to the terms and conditions provided in this Agreement, Seller, for and in consideration of the payment of the Purchase Price, due and payable by the WISE Authority of Twenty-nine Million, Two Hundred Seventy-five Thousand Dollars (\$29,275,000) and Denver Water of Four Million Seven Hundred Twenty-five Thousand Dollars (\$4,725,000) pursuant to the terms of this Purchase Agreement, hereby agrees to sell, transfer and convey to the WISE Authority an undivided eighty-five percent (85%) interest and to Denver Water and undivided fifteen percent (15%) interest in the Western Pipeline only and to the WISE Authority a one-hundred percent (100%) interest in the State Land Board Pipeline; and Buyers agree to buy: (a) all of Seller's interest in the Property Conveyed; and (b) all of the Pipeline Easements and Pipeline Licenses; together with all the interests, rights, benefits, improvements and attached fixtures appurtenant thereto. Notwithstanding anything in this Purchase Agreement to the contrary, Seller shall retain ownership of the ECCV Retained Property and Reserved Capacity and no interest in the ECCV Retained Property or Reserved Capacity shall be conveyed pursuant to this Purchase Agreement. If a Note is issued as any part of the Purchase Price, the WISE Authority and Denver Water retain the right to pre-pay any amounts financed per the terms of the Note at any time and without penalty. The Parties agree that the entire amount of the Down-payment shall remain in Escrow subject to the Contingency until Closing.

3.2 Denver Water shall make payment of the Four Million Seven Hundred Twenty-five Thousand Dollars (\$4,725,000) in two installments in addition to the One Hundred Fifty Thousand Dollars (\$150,000) of the Down-payment contributed by Denver Water. The first installment in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000) shall be paid at Closing. The second installment of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000) shall be paid by Denver Water on or before January 31, 2015.

3.3 Subject to the installment provision described in section 3.2 above, it is anticipated that Buyers will tender the full amount of the Purchase Price at Closing. If the Note is to be utilized, ECCV and the Wise Authority shall negotiate the terms of such Note in good faith and execute same at Closing. If the Wise Authority utilizes the Note for Closing, the execution of the Note by ECCV and the Wise Authority shall be a contingency for Closing.

3.4 Concurrent with the execution and delivery of this Purchase Agreement each of the Parties hereto agrees to share in the costs of the Design-Build Procurement in the percentage of 25% each for Denver Water and ECCV and the remaining 50% to be paid by the WISE Authority. The total amount of the Design-Build Procurement shall not exceed Six Hundred Thousand Dollars (\$600,000). Each of the Parties shall deposit its respective share as described above into an account administered by the WISE Authority dedicated to funding the Design-Build Procurement. The WISE Authority shall pay all costs for the Design-Build Procurement from the designated account and shall provide monthly reports to the Parties as to the status of activities and the amounts funded for the Design-Build Procurement to date. The Parties agree that concurrent with Closing any funds remaining in the account shall be applied to the funding of the Modification Agreement. If the Closing does not occur and this Agreement is terminated the funds remaining in the account after payment of all costs related

to the Design-Build Procurement accrued as of the date of termination shall be refunded to each Party in the same percentage as the amounts contributed thereto by each Party.

3.5 Due Diligence Costs. The Seller and Buyers have agreed that certain due diligence and title correction work is required prior to Closing and such costs shall be divided evenly with each party paying 1/3 of same. The total amount of the due diligence costs shall not exceed \$120,000. Each of the parties shall pay at Closing their 1/3rd share of the costs of the due diligence work including survey and certain engineering costs. The exact amount of the due diligence costs shall be determined prior to Closing based on actual invoices for the work performed.

3.6 Closing. At the Closing, the Buyers shall tender the minimum amount of Twenty-Six Million Dollars (\$26,000,000), inclusive of the Down-payment, of the Purchase Price in cash and the remainder shall be paid in the form of the Note (if utilized) and the second installment by Denver Water. ECCV shall present and deliver the Assignments of Easements, Assignment of Licenses and Bill of Sale to the Buyers. The Closing shall take place on the Closing Date and shall be subject to the Parties hereto providing mutual written acknowledgment at least ten (10) days prior to closing that the Contingency has been satisfied. If the Contingency is not deemed satisfied by any of the Parties as described herein, the Escrow shall be terminated and the WISE Authority and Denver Water shall each receive their respective share of the Down-payment and the parties hereto shall have no further obligation related to this Agreement.

3.7 Closing Costs. Buyers and Seller shall pay, in good funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyers and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate closing services shall be paid at Closing, one-half by Buyers and one-half by Seller.

3.8 Possession. The Buyers shall have immediate possession of the Property Conveyed as of the date and time of Closing. ECCV, the WISE Authority and Denver Water shall operate and maintain the Conveyed Property according to the terms of the Additional Agreements after Closing. The Closing shall constitute ECCV's irrevocable consent to the Assignment of Pipeline Easements or Pipeline Licenses or other interests in the Property Conveyed as contemplated by the Parties under this Agreement.

3.9 Condition. Except as otherwise provided in this Purchase Agreement, the Property Conveyed and Pipeline Easements and Pipeline Licenses shall be delivered in the condition existing as of the date of this Purchase Agreement, ordinary wear and tear excepted. If the Property Conveyed, the Pipeline License or the Pipeline Easement are damaged or destroyed between the time of execution of this Agreement and Closing, Buyers shall have the right to terminate this Agreement and receive the return of the Down-payment.

SECTION 4. RIGHTS OF FIRST REFUSAL

The Parties to this Agreement acknowledge that they are subject to those certain provisions in the Additional Agreements in regard to rights of first refusal for any capacity purchased by either of the Buyers and to the Reserved Capacity. If either the WISE Authority or Denver Water do not exercise the right to purchase their respective share pursuant to the terms of this Agreement, the other party shall have the right to purchase that entity's share under the same terms and conditions as provided herein.

SECTION 5. DUE DILIGENCE.

5.1 Remaining Due Diligence.

a. Legal. Buyers shall perform customary due diligence in regard to the ownership of and legal title to the Property Conveyed. Notice of objection to the legal title or ownership of the Property Conveyed shall be presented to Seller on or before the 5th day following mutual execution of this Agreement after which Seller shall have until 10 days before Closing ("Title Correction Deadline") to correct the discrepancies or defects and provide satisfactory evidence of such corrections to Buyers. Failure of Seller to correct such title issues by the Title Correction Deadline shall give Buyers the immediate right to terminate this Purchase Agreement.

b. Engineering/Physical. Buyers shall perform customary physical inspections and due diligence on the Pipeline and Property Conveyed. If physical defects or unacceptable conditions of the Pipeline or Property Conveyed are discovered Buyers shall present a notice of objection specifying such conditions or issues and the estimated cost of repair or replacement to cure such defect(s) to Seller on or before the 5th day following mutual execution of this Agreement. Seller shall have until 10 days before Closing ("Defect Correction Deadline") to rectify or repair the unsatisfactory condition. If Seller does not correct the defective condition by the Defect Correction Deadline, Buyers shall have the immediate right to terminate this Purchase Agreement or correct such defect and receive a credit at Closing for the amount stated for the estimated cost of repair or replacement.

SECTION 6. CLOSING

Closing shall be at a location and time mutually agreed to by the Parties. The Parties shall provide executed copies of the Additional Agreements and the Note (if utilized) concurrent with the Closing along with such other documents, authorizations and representations reasonably necessary for the Closing.

SECTION 7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller warrants and represents to Buyers as follows (which warranties and representations shall be deemed to be remade by Seller to Buyers as of the Closing):

(a) Authority. The execution and delivery by Seller of, and Seller's performance under, this Purchase Agreement are within Seller's powers and have been duly authorized by all requisite action. This Purchase Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

(b) No Violation of Existing Agreements. Neither the execution of this Purchase Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or which affects the Property Conveyed or Pipeline Easements, Pipeline Licenses or any part thereof.

(c) Good Title. Seller owns the Property Conveyed and the rights set forth in the Pipeline Easements and Pipeline Licenses.

(d) No Third Party Interests. As of the time of Closing there are no third party interests in the Property Conveyed or the Pipeline Easements and Pipeline Licenses except for the use rights granted to the Arapahoe County Water and Wastewater Authority ("ACWWA") as described in Exhibit E ("ACWWA Use Rights"), and Seller has not granted to any party any option, contract, or other agreement with respect to a purchase or sale of the Conveyed Property, Pipeline Easements and Pipeline Licenses or any portion thereof or any interest therein. The ACWWA Use Rights are limited to and contained within the ECCV Reserved Capacity. ECCV agrees and acknowledges that the Reserved Capacity and any use thereof shall be subject to the terms and conditions contained in the Additional Agreements. The Parties acknowledge that the State Land Board Line is subject to that certain agreement between ECCV and the Rangeview Metropolitan District ("Rangeview") dated May 1, 2012 (the "Rangeview Agreement") which agreement contains provision for Rangeview to utilize the State Land Board Line subject to the conditions contained therein. Except for the ACWWA Use Rights and the rights of Rangeview pursuant to the Rangeview Agreement, there are no parties in possession of the pipelines, Property Conveyed and Pipeline Easements, Pipeline Licenses or any portion thereof, and there are no other rights of possession or use which have been granted to any third party.

(e) Defects. To the best of Seller's knowledge, there are no material defects in the Property Conveyed.

(f) No Undisclosed Litigation. There are no actions, suits, or proceedings pending, or to the best knowledge and belief of Seller, threatened against Seller or the pipelines,

Property Conveyed and Pipeline Easements or Pipeline Licenses or which might adversely affect Seller or the Property Conveyed and Pipeline Easements or Pipeline Licenses.

(g) Condemnation/Litigation. Seller has no knowledge and has not been notified of pending or threatened condemnation or similar proceedings affecting the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses, or any part thereof, or any pending or threatened litigation or received written notice of any other legal or administrative claim affecting the Property Conveyed and Pipeline Easements or Pipeline Licenses.

(h) Obligations. Buyers, by virtue of the purchase of the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses, will not be required to satisfy any obligation of Seller other than those expressly assumed by Buyers pursuant to this Purchase Agreement.

(i) No Special Assessments. Seller has received no notice of any pending or contemplated special assessments affecting the pipelines, Property Conveyed and Pipeline Easements, Pipeline Licenses, or any part thereof.

(j) No Statutory or Regulatory Violations. Seller has received no notice that the pipelines, Property Conveyed and Pipeline Easements, Pipeline Licenses are in violation of any applicable statutes, ordinances, codes, or regulations including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety engineering codes, Colorado Department of Public Health and the Environment or other Colorado State Agency, and the rules and regulations of any governmental authority having jurisdiction over the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses.

(k) Hazardous Materials. Seller has not used Hazardous Materials (as defined below) on, from, or affecting the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials, and, to the best of Sellers' knowledge, no prior owner, tenant, subtenant, occupant, prior subtenant, or prior occupant has used Hazardous Materials on, from or affecting the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials. Seller has never received any notice of any violation of federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, handling, production, or disposal of Hazardous Materials on, in, or under the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any party for non-compliance therewith. For purposes of this Purchase Agreement, "**Hazardous Materials**" includes, without limitation, any flammable materials, explosive, hazardous or toxic substance,

or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule or regulation.

(l) Tanks. To the best of Seller's knowledge, there are no, and have never been, any underground storage tanks located on the Property Conveyed and Pipeline Easements or Pipeline Licenses.

(m) Access. The Property Conveyed and Pipeline Easements and Pipeline Licenses have, or at the time of Closing will have, reasonable access by means of easements, licenses or public right-of-way.

If any change in condition or circumstances renders any of the foregoing warranties or representations inaccurate in any material respect adverse to Buyers between the date hereof and the Closing, Seller shall give written notice to Buyers of such change and Buyers shall have a period of ten (10) days (but not beyond the Closing) after such notice to accept such warranty or representation as changed or to terminate this Purchase Agreement within such ten (10) day period, by written notice to Seller. Alternatively, Buyers may waive in writing the effect of any such changed warranty or representation and close the purchase and sale of the Conveyed Property and Pipeline Easements or Pipeline Licenses. If Buyers receive no such notice, then each of the representations and warranties contained in this Section 7.1 are acknowledged by Seller to be material and to relied upon by Buyers in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing and shall survive Closing.

7.2 Buyers' Representations and Warranties. Buyers warrant and represent to Seller as follows (which warranties and representations shall be deemed to be remade by Buyers to Seller as of the Closing):

(a) Authority. The execution and delivery by Buyer of, and Buyers' performance under, this Purchase Agreement are within Buyers' powers and have been duly authorized by all requisite action. This Purchase Agreement constitutes the legal, valid and binding and enforceable obligation of Buyers.

(b) No Violation of Existing Agreements. Neither the execution of this Purchase Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Buyers are a party or by which Buyers are bound or affected.

(c) Obligations. Seller, by virtue of the sale of the pipelines, Property Conveyed and Pipeline Easements or Pipeline Licenses, will not be required to satisfy any obligation of Buyers other than those, if any, expressly set forth herein.

If any change in condition or circumstances renders any of the foregoing warranties or representations inaccurate in any material respect adverse to Seller between the date hereof and the Closing, Buyers shall give written notice to Seller of such change and Seller shall have a period of ten (10) days (but not beyond the Closing) after such notice to accept such warranty or representation as changed or to terminate this Contract within such ten (10) day period, by written notice to Buyers. If Seller received no such notice, then each of the representations and warranties contained in this Section 7.2 are acknowledged by Buyers to be material and to be relied upon by Seller in proceeding with this transaction, shall be deemed to have been remade by Buyers as of the date of Closing and shall survive Closing.

7.3 Representations and Warranties Survive. The Representations and Warranties made by the Buyers and the Seller in this Purchase Agreement shall survive the Closing hereunder and shall not merge into any license, assignment, or other document delivered pursuant to this Agreement.

SECTION 8. DEFAULT / REMEDIES

8.1 Default by the Buyers. A default by the Buyers shall exist if the Buyers shall fail to pay any amounts payable under this Agreement when due or execute the documents required pursuant to this Purchase Agreement, or shall fail to comply with any agreement, term, covenant or condition in this Purchase Agreement applicable to the Buyers and Buyers fail to correct or cure such default pursuant to Section 8.3 below. Except for specific terms noted to survive this Agreement, the default provisions and remedies of Seller upon default shall terminate upon full payment of the Purchase Price by Buyers. If Denver Water is in default and fails to cure such default resulting in termination of its interests herein, the WISE Authority may cure such default and take such actions as necessary to complete Denver Water's obligations hereunder and shall be entitled to Denver Water's share of the Conveyed Property. If the WISE Authority is in default of its obligations under this Agreement and fails to cure such default resulting in termination of its rights hereunder, Denver Water shall have the right to terminate its interest herein without further obligation or recourse by ECCV. If the Note is issued the default provisions thereunder shall provide remedies separate from this Agreement.

8.2 Default by the Seller. A default by Seller shall exist if Seller shall fail to comply with any agreement, term, covenant or condition in this Purchase Agreement applicable to the Seller, and such breach, failure to pay or failure to comply shall continue for a period of thirty (30) days after notice thereof given by Buyers to Seller, or, if such breach or failure to comply cannot reasonably be cured within such thirty (30) day period, if the Seller shall not in good faith commence to cure such breach or failure to comply within such thirty (30) day period, and shall not diligently proceed therewith to completion. If Seller is in default, Buyers may elect to treat this Purchase Agreement as terminated, in which case all payments and things of value received hereunder shall be returned and Buyers may recover such damages as may be proper, or Buyers may elect to treat this contract as being in full force and effect and Buyers shall have the right to specific performance or damages, or both.

8.3 Notice and Right to Cure. If any breach or default of Buyers is alleged, the Party alleging such breach or default shall immediately provide written notice to the other Party stating the specific basis for the alleged default or breach along with demand for remedy or requirements to cure

such default or breach. If the notice of breach is presented to both of the Buyers pursuant to Section 8.1, the Buyers shall have sixty (60) days from the date of such notice to cure such default but shall diligently pursue the cure of such default as quickly as possible under the circumstances.

8.4 Additional Actions on Termination. If there is a default resulting in termination of the Agreement the Parties agree to take such actions as necessary to terminate the Additional Agreements and any other agreements between the Parties resulting from or related to this Agreement.

8.5 Prevailing Party. In the event of any action or proceeding between Buyers and Seller to enforce any provision of this Purchase Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitations, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. The "prevailing party" shall mean the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement or judgment. This Section shall survive the Closing under this Purchase Agreement and not merge into any licenses, assignments or other documents delivered pursuant to this Purchase Agreement.

8.6 Dispute Resolution. If the Parties cannot resolve a dispute or default alleged pursuant to this Purchase Agreement or if the default is not cured in a timely manner as required herein, either Party may request that it be submitted to non-binding mediation by a neutral third party mediator.

8.7 Force Majeure. The Parties failure to perform hereunder shall be excused for, and Parties waive against each other, any delay in completion of the Purchase Agreement caused by acts of God; inclement weather; war, terrorism, strikes, labor trouble, supply shortage or disruption; acts of governmental and/or public utilities, governmental/public bodies; or any other contingencies unforeseen by a Party and beyond its reasonable control. Any declared force majeure shall be deemed to exist until such condition is no longer present and if such condition remains in effect for longer than ninety (90) days either party may unilaterally terminate this Agreement.

8.8 Survival of Provisions. Any provisions of this Purchase Agreement which require observance or performance subsequent to the Closing shall continue in force and effect following the Closing Date and shall be binding upon the Parties in accordance with their terms. The Parties each agree to take such further action and execute and deliver such ancillary documents as may be reasonably necessary in order to carry out the terms and provisions of this Purchase Agreement.

8.9 Entire Agreement. This Purchase Agreement and any attachments or schedules referred to herein constitute the final and complete expression of the Parties' agreements with respect to their respective rights and obligations, except to the extent that this Purchase Agreement may later be amended by instrument in writing. Each Party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations or understandings, whether oral or written, except as expressly set forth herein.

8.10 Notice. All notices under this Purchase Agreement shall be in writing, signed by the Party giving the same and shall be deemed properly given and received when actually given and

received for or three business days after mailing if sent by registered or certified United States mail, postage prepaid, addressed to the Party as follows, or at such other address as either Party may notify the other of in writing:

To ECCV:	District Manager 6201 South Gun Club Road Aurora, CO 80016
To WISE Authority:	South Metro Water Supply Authority Attn: Executive Director 8400 East Prentice Avenue, Suite 150 Greenwood Village, CO 80111
To Denver Water:	Director of Planning Denver Water Department 1600 W. 12th Avenue Denver, CO 80204-3412

8.11 Severability. If any provision of this Purchase Agreement or the application thereof to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Purchase Agreement, or the application of such provision to such person or circumstance other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby and each provision of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

8.12 Construction. This Purchase Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Purchase Agreement contains the entire understanding and agreement between the parties hereto and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Purchase Agreement unless set forth in writing and signed by both parties hereto.

8.13 Headings. All headings contained herein are for the purposes of reference and convenience only and shall not limit or define any rights or obligations of the Parties.

8.14 Agreement May Be Recorded. This Purchase Agreement and any amendments hereto, may be recorded in the real estate records of the Clerk and Recorder of Arapahoe County or Douglas County, Colorado (or any other county). Alternatively, a memorandum describing this Agreement may be recorded.

8.15 Assignment. No Party shall assign its interest in this Purchase Agreement without the prior written consent of all other Parties.

8.16 Interpretation, Venue. The provisions of this Purchase Agreement shall be interpreted in accordance with Colorado law. Venue for any dispute between the parties hereto shall be vested solely in the District Court in and for the County of Arapahoe, State of Colorado.

8.17 Amendment. Any amendments to this Purchase Agreement shall be reduced to writing and shall be executed by each Party, or its successor

8.18 Waiver and Non-Waiver. No provision of this Purchase Agreement may be waived except by an agreement in writing signed by each Party. No waiver by the Parties of any one or more of the terms, covenants, conditions, and agreements of this Purchase Agreement shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

8.19 Recommendation of Counsel. By signing this Purchase Agreement, Buyers and Seller acknowledge that this document has important legal consequences and each have had the opportunity to consult with legal or other counsel before signing this Purchase Agreement.

8.20 No Waiver of Governmental Immunity. The Parties understand and agree that the Seller and the Buyers are relying on and do not waive or intend to waive by this Purchase Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to the Parties.

8.21 Third Party Beneficiaries. None of the terms, conditions or covenants contained in this Purchase Agreement shall be deemed to be for the benefit of any person, customer or user not a Party hereto.

8.22 Authority to Sign. Each person signing this Purchase Agreement represents and warrants that he or she has the authority to execute this Purchase Agreement on behalf of the entity for which he or she is signing.

8.23 Counterparts and Facsimiles. This Purchase Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile and/or scanned electronic signatures bind the Parties hereto.

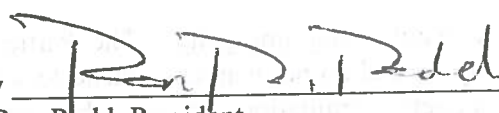
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IN WITNESS WHERE OF, ECCV, Denver Water, and the WISE Authority have executed this Purchase Agreement effective as of the 18th day of SEPTEMBER, 2014.

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

By  9/18/14
Dave Kaunisto, District Manager Date

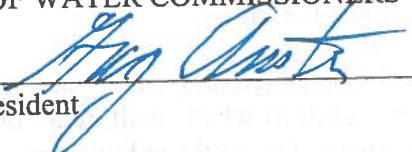
SOUTH METRO WISE AUTHORITY

By  9/18/14
Ron Redd, President Date

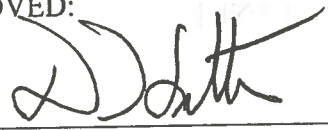
ATTEST:

By: 
Secretary

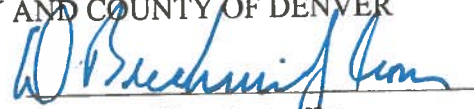
CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By: 
President

APPROVED:

By: 
Planning Division

REGISTERED AND COUNTERSIGNED:
Dennis Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: 
Deputy Auditor

APPROVED AS TO FORM:

By: 
Legal Division

EXHIBIT A TO PURCHASE AGREEMENT

ASSIGNMENT OF EASEMENT DEEDS AND LICENSES

**FOR THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT'S
WESTERN PIPELINE**

In and for the consideration set forth in the PURCHASE AGREEMENT between EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT ("ECCV") and the CITY AND COUNTY OF DENVER ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS ("Denver Water") and THE SOUTH METRO WISE AUTHORITY ("WISE Authority") dated _____, 2014, ECCV assigns unto the WISE Authority and Denver Water in the percentages noted herein all of its rights, title and interest in the easements and licenses set forth in Exhibit A hereto and any other easements and licenses not listed that are associated with the Western Pipeline (85% to WISE Authority and 15% to Denver Water) as defined in the Purchase Agreement.

Dated this ____ day of _____, 2014.

ASSIGNOR:

EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT

By: _____

Title:

By: _____

Title:

Exhibit A to Assignment of Easement Deeds and Licenses

PRELIMINARY

January 23, 2004 Easement Deed between HIGHLANDS RANCH METROPOLITAN DISTRICT NO 4 and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at 2004056559.

License agreement with PSCo.

June 10, 2003 Easement Deed between COLORADO & C470, INC. and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at 2003130788.

January 23, 2004 Easement Deed between HIGHLANDS RANCH METROPOLITAN DISTRICT NO 2 [now HIGHLANDS RANCH METRO DISTRICT] and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at 2004056560.

Fairways & Greens LLC

October 27, 2003 Easement Agreement between THE STATE OF COLORADO, acting by and through the Department of Transportation and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2003169902.

January 23, 2003 Easement Deed between GREEN RIVER AT PALOMINO PARK LLC, a Colorado limited liability company and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2003078586.

December 12, 2002 Easement Deed between HOME DEPOT U.S.A., INC., a Delaware corporation and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT recorded in the office of the Douglas County Clerk and Recorder at #2003027314.

November 15, 2002 Easement Deed between BAYLOR PROPERTIES, L.L.P. and SOLUTION PROPERTIES and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2003088436.

October 25, 2002 Easement Deed between HIGHLANDS RANCH METROPOLITAN DISTRICT NO 2 [now HIGHLANDS RANCH METRO DISTRICT] and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at 2002119433.

September 10, 2001 Easement Deed between HIGHLANDS RANCH METROPOLITAN DISTRICT NO 2 [now HIGHLANDS RANCH METRO DISTRICT] and EAST CHERRY CREEK VALLEY WATER

AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at 2001088568.

That easement described in paragraph 8.2 of the March 12, 2004 Rule and Order, District Court, County of Douglas, State of Colorado, *East Cherry Creek Valley Water and Sanitation District v. Nova Shalom Ministries, Inc., d/b/a Marriage Ministries International, et al.*, 02CV-625, recorded in the office of the Douglas County Clerk and Recorder at #2004026043.

June 26, 2003 Easement Deed between CENTRE STRUCTURED TRUST 5, A VIRGINIA COMMON LAW TRUST and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2003102158.

2003145645 The Douglas County Clerk and Recorder's office has this as a Warranty Deed between Quebec Park Associates LLLP to Price Myers.

April 30, 2002 Easement Deed between CC HIGHLANDS RANCH, LLC and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at reception # 2002070659.

October 25, 2002 Easement Agreement (Filing 58-A, tract A – Water Line Facilities) between HIGHLANDS RANCH METROPOLITAN DISTRICT NO. 2 [now HIGHLANDS RANCH METRO DISTRICT] and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002119432.

April 23, 2002 Easement Deed between PACIFIC COAST INDUSTRIES, A CALIFORNIA CORPORATION, LKK INVESTMENTS, A PARTNERSHIP, KENNETH E. KEITER, LEE K. MILLER AND KATHY K. HAKIM, and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002084662.

November 22, 2002 Easement Deed in Lieu of Condemnation between SAMS DEN, LLC, AN INDIANA LIMITED LIABILITY COMPANY and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002141393.

November 22, 2002 Easement Deed in Lieu of Condemnation between SAMS DEN, LLC, AN INDIANA LIMITED LIABILITY COMPANY and EAST CHERRY CREEK VALLEY WATER AND SANTIATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002131394.

June 12, 2002 Easement Deed between FURNITURE ROW COLO, LLC and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002075792.

June 12, 2002 Easement Deed between FURNITURE ROW COLO, LLC and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002075793.

October 2, 2002 Easement Agreement between THE CITY OF LONE TREE and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002116146.

June 12, 2002 Easement Deed between FURNITURE ROW COLO, LLC and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #200207594.

June 12, 2002 Easement Deed between SOUTH SUBURBAN PARK AND RECREATION DISTRICT and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2014006763.

April 22, 2002 Easement Deed between GMTD CORP. and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002055049.

June 14, 2002 Easement Deed between FARMERS NEW WORLD LIFE INSURANCE and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002065461.

June 14, 2002 Easement Deed between FARMERS INSURANCE GROUP PENSION and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002065462.

March 27, 2002 Easement Deed between LYETH BURKE PARTNERSHIP LLP and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002038782.

November 18, 2002 Easement Deed between JORDAN 92, LLP and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002134638.

October 7, 2002 Easement Deed (Across Town of Parker Open Space) between TOWN OF PARKER and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, adopted by the TOWN OF PARKER on October 7, 2002 by Ordinance No. 9.68 and recorded in the office of the Douglas County Clerk and Recorder at #2002115913.

August 13, 2002 Easement Deed between CROWN POINTE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002101673.

Notice of Lis Pendens in ECCV v. US HOME CORPORATION, 02 CV 2950, Arapahoe District Court recorded at B2152128. **There should be an Order and Easement Deed.**

August 22, 2002 Easement Deed between EAGLE BEND COMMERCIAL, LLC and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Douglas County Clerk and Recorder at #2002096346.

August 14, 2003 Easement Deed between TALLYN'S REACH METROPOLITAN DISTRICT and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B3193309.

January 18, 2005 Easement Deed between SOUTHLAND COLORADO LLC, a Delaware limited liability company and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B5028612.

ASSIGNMENT OF EASEMENT DEEDS AND LICENSES
FOR THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT'S
STATE LAND BOARD LINE

In and for the consideration set forth in the PURCHASE AGREEMENT between EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT ("ECCV") and the CITY AND COUNTY OF DENVER ACTING BY AND THROUGH ITS BOARD OF WATER COMISSIONERS ("Denver Water") and THE SOUTH METRO WISE AUTHORITY ("WISE Authority") dated _____, 2014, ECCV assigns unto the WISE Authority all of its rights, title and interest in the easements and licenses set forth in Exhibit A hereto and any other easements and licenses not listed that are associated with the State Land Board Line as defined in the Purchase Agreement. Dated this ____ day of _____, 2014.

ASSIGNOR:

EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT

By: _____

Title:

By: _____

Title:

EXHIBIT A to Assignment of Easement Deeds and Licenses

[UNDER REVIEW]

March 20, 2001 License Agreement No. 01-02-01 between the CITY OF AURORA, COLORADO and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT.

March 20, 2001 License Agreement No. 01-02-10 between the CITY OF AURORA, COLORADO and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT.

May 18, 2001 Permanent Easement Deed and Temporary Construction Easement between CARMA (COLORADO), INC., a Nevada corporation, and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B1087964.

June 4, 2004 Easement Deed between CARMA (COLORADO), INC., a Nevada corporation, and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B4111793.

May 28, 2001 Easement Deed between WHEATLANDS DEVELOPMENT COMPANY, LLC, a Colorado Limited Liability Company, and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B1096134.

May 16, 2001 Easement Deed between HEARTLAND COLORADO, LLC, a Colorado limited liability company and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, recorded in the office of the Arapahoe County Clerk and Recorder at B1082272.

What about the State of Colorado land? Need to carve out this easement from the Non-exclusive right-of-way agreement.

ECCV does not have an easement or a license for the Western Pipeline at the following locations:
Western Waterline 6 (map page 8) Heritage Hills (legal description)

Western Waterline 6

PE-ME007 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS LOT 1, HERITAGE HILLS, FILING NO. 2 RECORDED AT RECEPTION NUMBER 2003096042 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°36'30", ALONG THE WEST LINE OF SAID LOT 1, 8.66 FEET TO THE POINT OF BEGINNING;

THENCE N88°44'20"E, 405.03 FEET;

THENCE N75°22'36"E, 28.65 TO A POINT ON THE EAST LINE OF SAID LOT 1 AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID WEST LINE OF LOT 1, SAID EAST LINE OF LOT 1, NORTH LINE OF SAID LOT 1, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS

CONTAINING 4,330 SQUARE FEET MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mguillemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD007.DWG | DATE: 10/28/2003 | Time: 13:06 |

Farnsworth
GROUP
2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
PE-ME007

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 3

Western Waterline 2

PE-ME001 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS LOTS 3A AND 1A, BLOCK 27, MERIDIAN OFFICE PARK FILING NUMBER 1, 24TH AMENDMENT RECORDED AT RECEPTION NUMBER 01125339 AND LOTS 1A, AND 2A, BLOCK 29A, MERIDIAN OFFICE PARK, FILING NO 1, 22ND AMENDMENT RECORDED AT RECEPTION NUMBER 02009136 AND LOT 3A-1, BLOCK 29A, MERIDIAN OFFICE PARK, FILING NO. 1, 25TH AMENDMENT RECORDED AT RECEPTION NUMBER 2003046152 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2 AND THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3A; THENCE S15°36'03"W, ALONG THE WEST LINE OF SAID LOT 3A, 14.11 FEET TO THE POINT OF BEGINNING;

THENCE N75°22'36"E, 20.60 FEET;
 THENCE N15°14'36"E, 277.75 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1503.14 FEET;
 THENCE 413.69 FEET, ALONG THE ARC OF A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°46'07";
 THENCE N38°13'34"E, 39.76 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 780.00 FEET;
 THENCE 676.64 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°42'13";
 THENCE N87°55'47"E, 208.25 FEET;
 THENCE S89°48'01", 449.44 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1050.00 FEET;
 THENCE 235.06 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°49'36";
 THENCE S77°10'09"E, 12.01 FEET;
 THENCE S70°19'54"E, 152.45 FEET;
 THENCE N58°40'06"E, 14.41 FEET;
 THENCE S68°19'54"E, 20.95 FEET TO THE EAST LINE OF SAID LOT 3A-1 AND THE POINT OF TERMINUS.

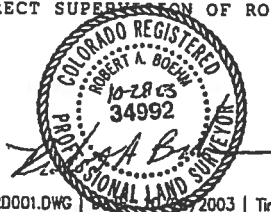
THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID WEST LINE OF LOT 3, BLOCK 27, SAID EAST LINE OF LOT 3A-1, BLOCK 29A AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS

CONTAINING 23,718 SQUARE FEET MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mgullemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD001.DWG | 10/28/2003 | Time: 08:13 |

Farnsworth
 GROUP
 2696 S. COLORADO BLVD. SUITE 250
 DENVER, COLORADO 80222
 (303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
 WATER AND SANITATION DISTRICT
 PERMANENT EASEMENT
 PE-ME001

Project No: 300071.4
 Drawn by: M.C.G.
 Approved: R.A.B.
 Date: 10-28-03
 Revised:

SHEET 1 OF 7

Western Waterline 3

PE-ME002 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS TRACTS E-1, A-1, LOTS 8A, AND 12A, MERIDIAN INTERNATIONAL BUSINESS CENTER NORTH, FILING NO 1, 1ST AMENDMENT, RECORDED AT RECEPTION NUMBER 2003046751 AND LOTS 13, 14, 15, MERIDIAN INTERNATIONAL BUSINESS CENTER NORTH, FILING NO 1, RECORDED AT RECEPTION NUMBER 01122172 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A-1 AND A POINT ON A CURVE ON THE WEST RIGHT-OF-WAY LINE OF JAMAICA DRIVE, WHOSE CENTER BEARS S75°14'13"W, 724.49 FEET;
THENCE 1.70 FEET, ALONG THE WEST LINE OF SAID TRACT A-1 AND THE ARC OF A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°08'05" TO THE POINT OF BEGINNING;

THENCE N70°34'24"E, 8.79 FEET;
THENCE S77°23'53"E, 345.94 FEET;
THENCE S46°23'21"E, 854.24 FEET;
THENCE S59°34'38"E, 558.37 FEET;
THENCE S49°04'15"E, 90.48 FEET;
THENCE S68°32'22"E, 328.61 FEET;
THENCE S72°19'44"E, 377.04 FEET;
THENCE S76°09'13"E, 338.87 FEET;
THENCE S79°55'10"E, 539.48 FEET TO THE EAST LINE OF SAID LOT 15 AND THE POINT OF TERMINUS.

EXCEPT ANY PORTION LYING WITHIN LIBERTY BOULEVARD

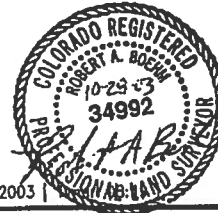
THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID WEST LINE OF SAID TRACT A-1, SAID EAST LINE OF LOT 15 AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 33,385 SQUARE FEET, MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mguillemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD002.DWG | DATE: 10/28/2003 |

Farnsworth
GROUP
2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
PE-ME002

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 9

Western Waterline 4 (map page 10) Meridian (legal description)

Western Waterline 4

PE-ME003 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS LOTS 7A AND 9A, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO 6, 4TH AMENDMENT RECORDED AT RECEPTION NUMBER 02017422 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7A,
THENCE N00°27'10"W, ALONG THE WEST LINE OF SAID LOT 7A, 30.85 FEET TO THE
POINT OF BEGINNING;

THENCE N88°52'08"E, 189.90 FEET;
THENCE S89°39'31"E, 220.92 FEET;
THENCE N81°50'56"E, 373.56 FEET;
THENCE S85°15'56"E, 28.28 FEET;
THENCE N74°29'26"E, 437.84 FEET;
THENCE N66°45'38"E, 753.02 FEET;
THENCE N83°38'39"E, 17.22 FEET;
THENCE N66°45'38"E, 554.14 FEET;
THENCE N25°07'45"E, 216.15 FEET;
THENCE N89°28'12"E, 26.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 9A AND
THE POINT OF TERMINUS.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT
SAID WEST LINE OF LOT 7A, THE EAST LINE OF SAID LOT 9A AND AT ALL ANGLE
POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING AN AREA 28,178 SQUARE FEET, MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE
BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION
"JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM,
PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mguillemette | P: \2000\300071 - willows\dwg\exhibits\meridian\MERD003.DWG | DATE: 10/28/2003 | TIME: 10:28:03

Farnsworth
GROUP
2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
PE-ME003

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 6

Western Waterline 9 (map page 11) Compark (legal description)

Western Waterline 9

PE-ME004 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS THAT TRACT OF LAND RECORDED IN BOOK 401 AT PAGE 769 AND LOTS 2-C AND 2-D, COMPARK FILING NO. 3, 1ST ADMENDMENT, RECORDED AT RECEPTION NUMBER 2003043471 AND LOT 1, COMPARK FILING NO. 3, RECORDED AT RECEPTION NUMBER 00050139 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BOOK 401, PAGE 769, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF PUBLIC HIGHWAY E-470 AND THE WEST LINE OF SOUTH PEORIA STREET;
THENCE N00°31'45"W, ALONG THE WEST LINE OF SAID BOOK 401, PAGE 769, 12.50 FEET TO THE POINT OF BEGINNING;

THENCE N89°28'12"E, 21.85 FEET;
THENCE S50°31'45"E, 147.01 FEET;
THENCE N79°20'07"E, 567.88 FEET;
THENCE N75°04'47"E, 838.51 FEET;
THENCE N69°59'00"E, 1098.02 FEET;
THENCE N41°40'18"E, 26.36 FEET;
THENCE N69°59'04"E, 265.74 FEET;
THENCE N66°16'58"E, 437.21 FEET;
THENCE N67°50'47"E, 328.71 FEET;
THENCE N71°48'34"E, 582.95 FEET;
THENCE N77°27'37"E, 345.42 FEET;
THENCE N20°31'57"E, 267.16 FEET;
THENCE N82°29'21"E, 28.33 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF TERMINUS.

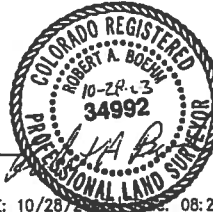
THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID WEST LINE OF BOOK 401, PAGE 769, SAID EAST LINE OF LOT 1, AND AT ALL ANGLE POINTS TO ELIIMINATE GAPS AND OVERLAPS.

CONTAINING 49,551 SQUARE FEET MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mguillemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD004.DWG | DATE: 10/28/2003 | TIME: 08:25 |

Farnsworth
GROUP
2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
ME-ME004

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 9

Western Waterline 8 (map page 13) Compark (legal description)

Western Waterline 8

PE-ME005 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS LOT 1, COMPARK FILING NO. 3, RECORDED AT RECEPTION NUMBER 00050139, AND TRACT A, LOTS 1, 2 AND 3, COMPARK FILING NO. 5, RECORDED AT RECEPTION NUMBER 2002093909, AND TRACT A AND LOT 3, COMPARK FILING NO. 6, RECORDED AT RECEPTION NUMBER 2002093910 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED SOUTHEAST QUARTER OF SECTION 6 AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH CORNER OF THAT TRACT RECORDED IN BOOK 926, AT PAGE 118, IN SAID PUBLIC OFFICE; THENCE S69°28'04"E, ALONG THE NORTH LINE OF SAID BOOK 926, PAGE 118, 217.59 FEET TO THE POINT OF BEGINNING;

THENCE N87°06'40"E, 62.90 FEET;
THENCE S69°28'04"E, 527.79 FEET;
THENCE N65°31'56"E, 86.86 FEET;
THENCE S88°30'42"E, 75.13 FEET;
THENCE S38°54'43"E, 114.62 FEET;
THENCE S83°54'43"E, 214.21 FEET;
THENCE S80°27'41"E, 418.60 FEET;
THENCE S75°53'45"E, 535.25 FEET;
THENCE S70°29'48"E, 560.28 FEET;
THENCE S65°01'59"E, 848.87 FEET;
THENCE S67°32'08"E, 179.89 FEET;
THENCE S70°20'15"E, 528.70 FEET;
THENCE S66°31'51"E, 92.33 FEET TO THE EAST LINE OF SAID LOT 3, COMPARK FILING NO. 6 AND THE POINT OF TERMINUS.



THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE NORTH LINE OF SAID BOOK 926, PAGE 118, SAID EAST LINE OF LOT 3, COMPARK FILING NO. 6, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 42,454 SQUARE FEET, MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.

| mguillemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD005.DWG | DATE: 10/28/2003 | Time: 08:29 |

Farnsworth
GROUP
2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
PE-ME005

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 10

Western Waterline 7 (map page 14) Compark (legal description)

Western Waterline 7

PE-ME006 DESCRIPTION

A 10 FOOT WIDE STRIP ACROSS LOT 2, COMPARK FILING NO. 6, RECORDED AT RECEPTION NUMBER 2002093910 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N20°32'19"E, ALONG THE EAST LINE OF SAID LOT 2, 75.10 FEET TO THE POINT OF BEGINNING;

THENCE N51°11'08"W, 149.94 FEET;

THENCE N66°31'51"W, 134.38 FEET TO THE WEST LINE OF SAID LOT 3 AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID LOT 3, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 2,843 SQUARE FEET, MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "JOG" TO "CRAIN" BEING S88°11'44"E.

PREPARED BY M.C.GUILLEMETTE UNDER THE DIRECT SUPERVISION OF ROBERT A. BOEHM, PLS 34992

FOR AND ON BEHALF OF: Farnsworth GROUP, INC.



| mguillemette | P:\2000\300071 - willows\dwg\exhibits\meridian\MERD006.DWG | DATE: 10/28/2003 | Time: 08:3 |



Farnsworth
GROUP

2696 S. COLORADO BLVD. SUITE 250
DENVER, COLORADO 80222
(303) 692-8838 / (303) 692-0470 Fax

EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT
PERMANENT EASEMENT
PE-ME006

Project No: 300071.4
Drawn by: M.C.G.
Approved: R.A.B.
Date: 10-28-03
Revised:

SHEET 1 OF 2

Western Waterline 1 (map page 14) Cottonwood Water & Sanitation District (partially executed Easement Agreement)

Nov. 20. 2002 8:54AM 3034140671

No. 8531 P. 2

EASEMENT DESCRIPTION AND EXHIBIT

SHEET 1 OF 4

EASEMENT DESCRIPTION

A PARCEL OF LAND NO. PE 3054-0001, CONTAINING 2.781 ACRES, MORE OR LESS, BEING A STRIP OF LAND 30.00 FEET IN WIDTH, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

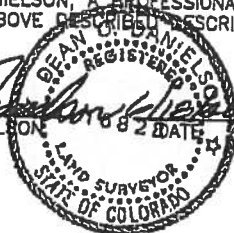
BEGINNING AT A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN BOOK 2241 PAGE 1889, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS S 52°46'35" E A DISTANCE OF 162.10 FEET; THENCE N 45°00'00" W A DISTANCE OF 20.90 FEET; THENCE S 89°08'05" W 149.83 FEET; THENCE N 45°51'55" W A DISTANCE OF 45.94 FEET; THENCE S 89°08'05" W A DISTANCE OF 115.00 FEET; THENCE S 44°08'05" W A DISTANCE OF 45.94 FEET; THENCE S 89°08'05" W A DISTANCE OF 899.48 FEET; THENCE S 55°23'05" W A DISTANCE OF 125.99 FEET; THENCE S 89°08'05" W A DISTANCE OF 186.32 FEET; THENCE S 44°08'20" W A DISTANCE OF 28.29 FEET; THENCE S 89°08'05" W A DISTANCE OF 1109.16 FEET; THENCE N 52°48'11" W A DISTANCE OF 103.06 FEET; THENCE N 50°59'47" W A DISTANCE OF 1025.69 FEET TO THE POINT OF TERMINUS ON THE WESTERLY LINE OF A PARCEL DESCRIBED IN BOOK 1193 PAGE 1505 OF THE DOUGLAS COUNTY RECORDS.

IT IS INTENDED THE SIDELINES OF THIS DESCRIPTION BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO BEGIN AT THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 2241 PAGE 1889 AND TERMINATE AT THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 1193 AT PAGE 1505.

THE BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON A LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH 1/4 CORNER OF SAID SECTION 5 BEING S 89°08'05" W AS SHOWN HEREON.

I, DEAN O. DANIELSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DEAN O. DANIELSON
PLS 16828



THIS EXHIBIT IS NOT THE
RESULT OF A MONUMENTED
LAND SURVEY. IT IS INTENDED
ONLY TO DEPICT THE EASEMENT
DESCRIPTION HEREON.



FILE: 0203-108.DWG PE3054-0001-1 DATE: 06/18/02
BELL SURVEYING COMPANY • 500 KALAMATH ST. • DENVER, COLORADO 80204
303-628-0165

EASEMENT DESCRIPTION AND EXHIBIT

SHEET 1 OF 2

EASEMENT DESCRIPTION

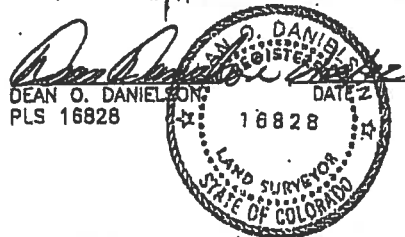
A PARCEL OF LAND NO. PE 3090-0040, CONTAINING 0.875 ACRES, MORE OR LESS, BEING A STRIP OF LAND 30.00 FEET IN WIDTH, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JORDAN ROAD AS DESCRIBED IN BOOK 1193 AT PAGE 1504 OF THE DOUGLAS COUNTY RECORDS, WHENCE THE NORTHWEST CORNER OF SAID SECTION 9 BEARS N 10°30'28" W A DISTANCE OF 437.90 FEET; THENCE S 62°47'02" E A DISTANCE OF 39.17 FEET; THENCE S 35°33'40" E A DISTANCE OF 177.18 FEET; THENCE S 78°06'42" E A DISTANCE OF 621.11 FEET; THENCE N 83°55'02" E A DISTANCE OF 57.66 FEET; THENCE S 78°23'47" E A DISTANCE OF 374.80 FEET TO THE POINT OF TERMINUS ON THE EASTERLY LINE OF A PARCEL DESCRIBED IN BOOK 1193 AT PAGE 1503 OF THE DOUGLAS COUNTY RECORDS.

IT IS INTENDED THE SIDELINES OF THIS DESCRIPTION BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE EASTERLY RIGHT OF WAY LINE OF JORDAN ROAD AND THE EASTERLY LINE OF THE PARCEL DESCRIBED IN SAID BOOK 1193 AT PAGE 1503.

THE BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 BEING S 00°49'02" E AS SHOWN HEREON.

I, DEAN O. DANIELSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THE ABOVE DESCRIBED DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



THIS EXHIBIT IS NOT THE RESULT OF A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE EASEMENT DESCRIPTION HEREON.



FILE: 0203-108.DWG PE3090-0040-1 DATE: 05/18/02
BELL SURVEYING COMPANY • 500 KALAMATH ST. • DENVER, COLORADO 80204
303-829-0165

EXHIBIT B TO PURCHASE AGREEMENT

BILL OF SALE

This Bill of Sale is made as of this ____ day of _____, 2014 in and for the consideration set forth in the PURCHASE AGREEMENT between EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT ("ECCV") and the CITY AND COUNTY OF DENVER ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS ("Denver Water") and THE SOUTH METRO WISE AUTHORITY ("WISE Authority") dated _____, 2014, ECCV hereby sells, assigns, grants, transfers, sets over, bargains, remises, releases and delivers to Denver Water and WISE Authority in the respective percentages noted herein all of ECCV's right, title and interest in and to the below described pipelines and appurtenances not specifically listed that are associated with the Western Pipeline (85% to WISE Authority and 15% to Denver Water and State Land Board Line (100% to WISE Authority) as defined in the Purchase Agreement and generally described below.

Western Pipeline (85% WISE Authority/15% Denver Water)

That 54-inch, 48-inch, 42-inch, and 36-inch steel pipeline that generally runs east from University Boulevard along C-470 and the E-470 Public Highway and westerly under E-470 Public Highway to the ECCV Zone 2 Tank Site as more specifically described in Exhibit A-1 attached hereto, except the Seller's Retained Property including the Western pump station, Willows wells, well collection pipelines and storage tanks, as more fully described in Exhibit D to the Purchase Agreement between the parties and subject to the terms and conditions of the Purchase Agreement.

And

State Land Board Line (100% WISE Authority)

That pipeline that generally runs from the western line of the State Land Board property westerly along Smoky Hill Road and Arapahoe Road to the E-470 Public Highway as more fully described in Exhibit A-2 attached hereto, except the Seller's Retained Property, including Western pump station, Willows wells, well collection pipelines and storage tanks, as more fully described in Exhibit D to the Purchase Agreement and subject to the terms and conditions of the Purchase Agreement.

The Buyers shall have and hold such assets for their respective use and benefit.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale effective as of the date first above written.

Seller:

East Cherry Creek Valley Water and Sanitation District

By: _____

Name: _____

Title: _____

Acknowledged:

By: _____

Name: _____

Title: _____

EXHIBIT A-1
WESTERN PIPELINE

Project Name: ECCV Western Well Field Connection Project – Contract 1

Designer: CDM

Year: 2003

Approximate Length: 13,325 feet (from GIS); Station 0+02 to Station 125+69, Plan Sheets PP-C1-1 to PP-C1-9.

Description: 42-inch pipeline construction from University Avenue easterly along E-470 to Western Booster Station Pump Station Site.

Project Name: ECCV Western Well Field Connection Project – Contract 7

Designer: CDM

Year: 2003

Approximate Length: 639 feet (from GIS); Station 2+90 to Station 9+18, Plan Sheets PP-C7-1

Description: 42-inch pipeline construction from E-470 south to Western Booster Station Pump Station Site.

Project Name: ECCV Western Water Transmission Pipeline

Designer: CDM

Year: 2002

Approximate Length: 70,622 feet (from GIS) of pipeline. Station 0+00 (intersection of Business Center Drive and Poplar Way) to Station 702+97.33, Plan Sheets PP-1 thru PP-26.49 feet 36-inch pipeline, 207 feet 42-inch pipeline, 25,812 feet of 48-inch pipeline and 44,554 feet 54-inch pipeline.

Description: 54-inch through 36-inch steel pipeline construction from Western Booster Station Pump Station Site easterly along E-470 to Arapahoe Road

Project Name: ECCV Western Water Transmission Pipeline/Niagara Street Pipeline

Designer: CDM

Year: 2002

Approximate Length: 200 feet Plan Sheet PP-27 only. Station 0+00 to 2+00 approx.

Description: 42-inch steel pipeline construction in Niagara Street area adjacent to Western Booster Station Pump Station Site

Project Name: ECCV Western Pump Station

Designer: CDM

Year: 2002

Approximate Length: Dependent on final location of pump station bypass. From location of future pump station bypass on west side of pump station to Station 2+90 and from location of future pump station bypass to Station 0+00. Plan Sheets C-1, C-5, and C-6.

Description: 54-inch and 42-inch steel pipeline construction @ Western Booster Station Pump Station Site; yard piping. Generally 54-inch discharge pipeline from pump station, along Business Center Drive to South Poplar Way and 42-inch suction pipeline along western side of pump station site.

Project Name: Western Line North of SLBC Line Connection

Designer: Meurer & Associates

Year: 2001

FILE:5402

Approximate Length: 9,035 feet (Station 317+00 to 397+64)

Description: 42-inch steel pipeline from Arapahoe Road northerly along E-470, westerly under E-470 to the ECCV Zone 2 Tank Site.

EXHIBIT A-2
SBLC PIPELINE

Project Name: SBLC Smoky Hill Road Waterline

Designer: Meurer & Associates

Year: 2001

FILE: 5402

Approximate Length: 17,995 feet (Station 137+05 to 317+00)

Description: Original pipe construction from western line of SBLC property westerly along Smoky Hill Road, Arapahoe Road to E-470/Western Pipeline

Project Name: 42-Inch SBLC Waterline Relocation at Smoky Hill and E470

Designer: Meurer & Associates

Year: 2004

FILE: 5706

Approximate Length: 916 feet (0+45 to 6+61)

Description: Realignment of pipeline on east side of E-470, north of Smoky Hill Road

Project Name: Smoky Hill Road (SBLC) Water Transmission Line Relocation (W of Powhaton)

Designer: Meurer & Associates

Year: 2004

FILE: 5705

Approximate Length: 1460 feet (30+50 to 45+12)

Description: Realignment of existing pipeline on Smoky Hill Road west of Powhaton

Exhibit C

Design Build Procurement

PURCHASE AGREEMENT FOR THE
EAST CHERRY CREEK VALLEY WESTERN PIPELINE
AND STATE LAND BOARD PIPELINE

**AGREEMENT BETWEEN THE
SOUTH METRO WISE AUTHORITY
AND BROWN AND CALDWELL, INC.
TO PROVIDE CONSULTING SERVICES**

DATE: April 2, 2014

PARTIES: **SOUTH METRO WISE AUTHORITY**, a body corporate and politic and a political subdivision of the State of Colorado, 8400 East Prentice Avenue, Suite 1500, Greenwood Village, CO 80111 ("SMW").

BROWN AND CALDWELL, INC., a California corporation, 1697 Cole Boulevard, Suite 200, Golden CO 80401 ("Consultant").

RECITALS:

A. SMW wishes to engage Consultant's services to provide the services as more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide the consulting services to SMW as described in *Exhibit A – Scope of Work* (the "Work"). Consultant shall bill SMW for consulting services rendered at the hourly rates designated or compensation schedule in *Exhibit B*. Unless otherwise provided in this Agreement, the Consultant shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. *Exhibits A and B* may be amended from time to time upon written approval of SMW and Consultant.

Section 2. Term. The term of this Agreement shall be from April 2, 2014 to April 1, 2015. In its sole discretion, the SMW may request proposals from and contract with other Consultants or engineers to provide the same or similar services during the term of this Agreement. The Consultant shall coordinate and cooperate with separate contractors employed by the SMW.

SMW shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant by providing written notice to Consultant of termination. SMW's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 3. Assignment. This Agreement shall not be assigned by Consultant without the written consent of SMW.

Section 4. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 5. Exhibits. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

Section 6. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 7. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 8. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 9. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 10. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 12. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 13. Indemnification. Consultant expressly agrees to indemnify and hold harmless SMW or any of its members, officers or employees from any and all claims,

damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against SMW or one of its members, SMW and/or the member will give notice within ten (10) days thereof to Consultant.

Section 14. Insurance. Consultant shall at its own expense keep in full force and effect during the term of this Agreement insurance sufficient to insure against the liability assumed by Consultant pursuant to the provisions of this paragraph. Consultant shall provide SMW with a certification, by a properly qualified representative of the insurer that any policy purchased pursuant to this Agreement complies with the conditions required by this Agreement.

Consultant shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability. The required policy shall meet the following conditions:

- a. The policy limits shall be as follows:
 1. Consultant shall purchase and maintain commercial general liability and property damage insurance in an amount not less 1,000,000 per occurrence and \$2,000,000 aggregate as well as workers' compensation insurance in the amounts required by law.
 2. Professional liability insurance with a limit of not less than \$1,000,000 per claim and aggregate.
- b. The policy shall include SMW as an additional insured on Consultant's general liability. The parties hereto understand and agree that SMW is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to SMW.
- c. The insurers shall give SMW notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give SMW at least 30 days prior written notification of any cancellation.
- d. Consultant shall be responsible for any deductible losses under the policy.

- e. If the policy is a claims made policy, the Consultant agrees to renew such policy for at least two years after the expiration of this Agreement.
- f. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.
- g. If Consultant purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

A copy of the policies or certificates of insurance acceptable to SMW shall be filed with SMW within seven (7) calendar days after the Agreement is signed by the parties hereto. The policies or certificates shall be issued by Consultant and name as the insured Consultant and any of its designated employees or agents.

Section 15. Worker's Compensation. Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

Section 16. Subcontractors. Consultant may utilize subcontractors to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed sub-contractor and the description of their services to SMW for prior approval. SMW will not work directly with the subcontractors.

Section 17. Independent Contractor. Consultant and SMW hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by SMW except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the SMW.

Section 18. 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 SMW and Consultant, 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 SMW or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 19. Attorneys' Fees and Costs. If either party shall engage legal counsel or bring an action against the other by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of this Agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney fees and costs, which shall be payable whether or not any action is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action

against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment

Section 20. Appropriations. Pursuant to C.R.S. 24-91-103.6(2), SMW has appropriated sufficient funds to pay the amounts due under this Agreement. No change orders or other form of order or directive by SMW requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement, unless written assurance by SMW that lawful appropriations necessary to cover the additional work have been made.

Section 21. Statutory Illegal Alien Worker Provisions.

A. Unlawful Employees, Contractors and Subcontractors: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Verification Regarding Illegal Aliens: Consultant has verified or attempted to verify through participation in the E-Verify of the state of Colorado that Consultant does not employ any illegal aliens or Consultant verifies that Consultant has not been accepted into E-Verify prior to entering into this Agreement. Consultant further verifies that if Consultant has not been accepted in to the E-Verify, Consultant will apply to participate in the E-Verify every three months until Consultant is accepted or this Agreement is completed, whichever is earlier.

C. Limitation Regarding E-Verify: Consultant shall not use E-Verify procedures to undertake pre-employment screening of job applicants while performing this Agreement.

D. Duty To Terminate A Subcontract; Exceptions: If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall, unless the subcontractor provides information to establish that the subcontractor has not employed or contracted with an illegal alien:

(1) notify the subcontractor and SMW within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

E. **Duty To Comply With State Investigation:** Consultant shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

F. **Damages for Breach of Contract:** In addition to any other legal or equitable remedy the SMW may be entitled to for a breach of this Contract, if SMW terminates this Agreement, in whole or in part, due to Consultant's breach of any paragraph A. through E. of these additional provisions, inclusive, Consultant shall be liable for actual and consequential damages to SMW.

Section 22. Applicable Law. The terms and provisions contained in this Contract shall be governed and construed in accordance with the laws of the State of Colorado.

Section 23. Ownership of Documents. All reports, data, drawings, specifications, guidelines and any other documents (hard copy or electronic) prepared by the Consultant in connection with this Agreement, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement and/or created outside the scope of this Agreement, shall be the property of SMW.

Section 24. No Waiver of Governmental Immunity. The parties hereto understand and agree that Owner is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Owner.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument with identical effect as if all parties hereto had signed the same signature page. Any signature and acknowledgment page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another identical counterpart of this Agreement, with one or more additional signature and acknowledgment pages attached to it.

SOUTH METRO WISE AUTHORITY

Eric B. Hecox

By: Eric Hecox

Its: Executive Director

CONSULTANT:

Brown and Caldwell, Inc.
a California corporation

By: Mary J. Dechert
as Senior Vice President

EXHIBIT A
Owner's Advisor Scope of Work

Scope of Work

WISE Implementation Owner's Advisor (OA) Services

Project Understanding

The South Metro WISE Authority (Authority) is transitioning from planning, negotiations and conceptual design activities to implementation of the first phase of the Water Infrastructure and Supply Efficiency (WISE) project. The WISE Project is a renewable water supply and infrastructure solution for the South Metro region of the Denver Metropolitan area. Once completed, the project will deliver excess water supplies from Denver and Aurora to Authority participants through Aurora Water's Prairie Waters Project (PWP) and a network of new and existing pipelines. The details of the timing and amount of deliveries are set forth in multi-party agreements among the project participants.

The WISE project is comprised of both *Core* and *Local* infrastructure elements. Core infrastructure consists of the components that must be in place for all participants to access their share of water yielded from the project. Local infrastructure consists of additional components that are needed for some project participants to deliver water from the Core infrastructure to their respective service area or storage facility. The Owner's Advisor (OA) services described herein are exclusive to implementation of Core infrastructure. Local infrastructure will be delivered separately by a subset of the Authority participants; however, it is possible that some participants will ask the Authority to also deliver their local infrastructure.

The Core infrastructure consists of the following components (* represents components for which the costs will be split between the Authority, Denver Water and ECCV):

- Temporary connection to Aurora Water's system
- Participant turn-out structures along the Western Pipeline
- Controls/SCADA system*
- Storage Tank (2 MG)*
- Greensand Filter Plant (including chloramination)*
- Quebec St. Pump Station By-Pass*
- ECCV Well PA-3 Solution*

These components are collectively referred to as the "Project" in this Scope of Services. Based on results of the delivery assessment, the Authority seeks to use a Design-Build (DB) approach to deliver the Core infrastructure in order to meet the project objectives and schedule for implementation. The Authority's preliminary objectives for DB project delivery include:

- Complete key elements of the Core infrastructure in order to have them operational by June 2016 (initial delivery date);

- Complete the project at a reasonable and competitive cost consistent with participants cost expectations;
- Fully leverage the Authority's investments to date in planning and conceptual engineering;
- Employ a contract structure to employ both prescriptive and performance-based elements in the DB contract;
- Achieve quality consistent with the Authority's criteria, guidelines and specifications; and
- Meet requirements for the project in order to comply with the various agreements and participants' requirements.

Brown and Caldwell (Consultant) may provide OA Services to the Authority in two phases as generally summarized below. This scope of work addresses Phase I work only. A separate scope of work and budget will be required for Authority approval for any authorized Phase II services prior to undertaking any of those activities.

Phase I – Procurement and DB Contracting

This initial phase consists of the planned activities necessary to procure and contract with a Design-Build Contractor(s) (DBs).

Due to the highly variable nature of the project, the Authority desires maximum flexibility in directing the Consultant to assist with unanticipated activities that may be needed to address stakeholder and project needs. As such, the budget for Phase I activities is considered a "not-to-exceed" budget for the planned activities necessary to complete a DB procurement. The Authority may direct Consultant to perform additional related services not explicitly outlined herein as may be needed. Additional related services may include attending additional meetings or performing additional requested evaluations as required in order to complete the DB procurement.

The Consultant will continue to advance the scope of work presented herein within the budget provided, however, if the additional requested activities performed as described above result in the available remaining budget being inadequate to fully complete the scope of work included herein, the Consultant will work with the Authority to prepare a budget amendment as needed to fully complete the work. The Consultant will include project progress and budget status summary with each monthly invoice in order to keep Authority informed.

The scope of services included in this phase is described in detail herein, but generally consists of the following major activities:

- Prepare Project implementation plan, including schedule;
- Conduct market testing with prospective DBs;
- Evaluate contract packaging options;
- Evaluate risks and mitigation strategies, including risk matrix and contract terms sheet;
- Assist with selecting project design guidelines, criteria and standards and specifications;

- Prepare DB procurement documents and assist with evaluation of submittals; and
- Assist with contract negotiations.

Phase II – Project Delivery

The Project Delivery phase encompasses design and construction of the Project components, including project startup/commissioning, acceptance testing and early operations. Although the scope of services for this phase cannot yet be fully defined, it is common for an OA to provide the following types of services during project delivery:

- Design oversight/review (technical support);
- Pricing evaluations for changes to DB work;
- DB Contract compliance oversight;
- Development and/or maintenance of project delivery management systems (e.g., document management and controls systems, work flows, cost controls, cash flow analyses, master schedule, etc.);
- Assistance with Requests for Information (RFIs) from the Design-Builder;
- Pay application review and verification;
- Third-party construction monitoring (CM);
- Claims technical assistance;
- Startup, commissioning and acceptance testing oversight; and
- Procurement and management of specialty consultants/services.

The scope of OA services for Phase II will be developed toward the end of Phase I. An amendment to this professional services agreement would be executed once Phase II services are defined and a separate Notice to Proceed issued by the Authority.

All hardcopy deliverable documents outlined herein are assumed to include a single electronic copy delivered to the Authority via CDROM, USB Drive, ftp download, email attachment or other acceptable transmission method.

Scope of Services

Phase I–Procurement and DB Contracting

Assumptions:

- Up to 12 month duration
- Authority will arrange for mailings, press releases, and other formal market communications
- Authority will coordinate meetings, as needed, with Denver Water and ECCV
- Authority will identify participants for various workshops and working groups.
- Authority will provide available engineering studies, geotechnical and survey information, and other available technical information.

- Consultant's engineering work will be limited to review of analyses conducted by Authority's Engineering Consultant and/or other sources of information necessary to formulate a recommendation on technical specifications / level of prescriptiveness and to:
 - Describe existing conditions in RFP document;
 - Assemble applicable performance specifications for project components;
 - Assemble prescriptive technical specifications assuming Authority will use reference specifications to the maximum extent practicable.
- To the extent that additional information or technical analysis is needed (such as additional geotechnical work), this work is not included in this scope of work.
- While the project contract packaging / procurement strategy has not yet been developed, this scope of work assumes a single Design-Build (DB) procurement.
- Certain subtasks (Task Series 800) will only be conducted at the request of the Authority. These have been identified as optional subtasks and are not included in the not-to-exceed budget amount for Phase 1.

Task Series 100–Phase I Project Management

Objectives: To provide timely communication with Authority's Project Manager on the status of issues affecting the overall Project schedule and budget; and to facilitate communication and coordination between the Consultant and Authority management and participating members.

Subtask 1.1–Project Administration

The Consultant will conduct activities related to the management, administration and coordination of Consultant activities for Phase I of this contract including:

- Preparation of a Project Management Plan (PMP) that identifies roles, responsibilities, communication protocols, and participants in work sessions for the Consultant and the Authority;
- Administration of the contract including preparation of monthly status reports; and
- Preparation and maintenance of a Project risk register.

Deliverables:

- Monthly progress reports (12)
- Project risk register and updates

Subtask 1.2–Meetings with WISE Project Manager

The Consultant's Project Manager will periodically meet with the Authority's Project Manager to discuss the status of deliverables, budget, and schedule; and to reach decisions on changes to the project approach that may be advisable. The budget assumes one meeting per month over the 12-month duration for Phase I as well as up to an additional six informal meetings as needed.

Deliverables:

- Meeting minutes (up to 18)
- Other appropriate written summaries/memoranda of critical discussions and/or decisions

Task Series 200– Market Outreach and Communications

Objectives: To establish contacts with potential proposer teams, increase interest in the Project and maximize participation by qualified firms.

Subtask 2.1– Initial Informal Outreach to Potential Proposers

Prior to completion of the Contract Packaging / Procurement Strategy, the Consultant will hold informal meetings with potentially interested DB Contractors to obtain input on:

- How their interest in the Project may be affected by the size of the DB contract(s), types of work included, and level of prescriptiveness;
- Any barriers to participation and interest in the Project, and how those might be mitigated; and
- Risk allocation and contract issues.

The Consultant will meet with up to three (3) potential proposers in the Denver area, selected in consultation with the Authority. The Consultant will prepare a summary memorandum describing the outcome of these informal communications, including Consultant recommendations on how to address issues or concerns that may arise from these meetings.

Deliverables:

- Summary memorandum

Subtask 2.2 – Formal Market Communications

Once the overall procurement / contracting strategy has been developed and approved by the Authority, the Consultant will assist Authority staff with the development of formal communications, in the form of mailings and / or press releases, to the DB market. This communication is expected to cover the nature and scope of the project, the Authority's intent with using DB delivery, and the initial procurement schedule.

Deliverables:

- Draft and Final Mailing / Press Release

Task Series 300 –Technical Support

Objectives: To provide technical input to the overall contract packaging / procurement strategy; to review standard specifications prepared by others to be used as reference specifications in the RFP; to identify gaps in technical information that would ideally be available at the time of RFP issuance; and to recommend how to address identified technical information gaps.

Assumptions: Technical information will be provided by Authority, Authority's Engineering Consultant and other applicable existing sources.

Subtask 3.1– Assess Status of Available Design and Technical Information

The Consultant will review existing technical information provided by the Authority and Authority's Engineering Consultant for the Project. The intent of this review will be to address the following questions:

1. What additional information pertaining to existing conditions (i.e. mapping, geotechnical information) would be beneficial? The intent of this will be to:
 - Determine the general nature of subsurface risks, how well they are known, and how they can best be managed;
 - Identify potential advantages of obtaining additional subsurface information to support the procurement process;
 - Identify constraints related to existing project conditions.
2. What are the constraints to development (permitting, design, construction) and operations of Project components and the overall system, including interfaces with other facilities; space available, location of specific facilities, location of existing utilities, and access; constraints imposed by various agreements; and schedule?
3. Is any additional technical or design work required prior to issuance of an RFP?
4. What are the components and/or systems of the Project that would best be described prescriptively to meet specific Authority needs and objectives?
5. What degree of flexibility and innovation can be given to the DB Contractor in the design, construction, and establishing operating requirements for facility components and systems? What specific opportunities exist for innovation?

The Consultant will prepare a summary answering the questions identified above. The information will be presented in table and bulleted format to facilitate the use of the information in the decision-making process.

Deliverables:

- Summary tabulation

Subtask 3.2 Review Design Criteria and Standards

The Consultant will review design criteria and standards (i.e. standard specifications, design criteria, and deliverable standards such as CAD, BIM, SCADA etc.) prepared and submitted by Authority's Engineering Consultant to confirm adequacy for inclusion into the DB contract. The Consultant will identify technical aspects of the Project where developing custom design standards and criteria might be required or preferable to using established standards and criteria. Development of those custom standards and criteria, if needed, will be by others.

Deliverables:

-

Task Series 400 – Contract Packaging and Procurement Strategy

Objectives: To define the number of DB contracts to be issued for the Project and the scope of DB work to be included in each package; to determine which project requirements will be performance based and which will be prescriptive considering the status of available technical information / design work and areas where innovation could be beneficial; to develop guidance and schedule for the overall procurement process.

Subtask 4.1 Identify and Evaluate Contract Packaging Options

Working with the Authority's Project Manager, the Consultant will identify options for packaging work into one or more DB contracts. Options are assumed to include a single DB contract for all required work or splitting the work into two or more DB contracts based on: 1) cost sharing arrangements; 2) infrastructure functions; and 3) in-service schedule requirements.

The Consultant will evaluate the pros and cons of options considering market input gained from subtask 2.1 and will recommend a preferred option or options for consideration by the WISE Authority Board during one of the subtask 4.5 workshops.

Deliverables:

- List of potential contract packaging options
- Briefing materials describing pros / cons and Consultant recommendation

Subtask 4.2 Evaluate Legal Support / Contract Development Options

The Consultant will summarize available contract options, including a discussion of their pros and cons relative to the Authority's Project, as well as potential methods for addressing limitations. Options are expected to range from use of existing, industry standard DB contracts, such as those provided by the Design Build Institute of America (DBIA) and the Associated General Contractors (AGC), to customized contracts prepared by legal firms specializing in this type of work. The Consultant will participate in a meeting with the Authority's Project Manager and legal counsel to select the approach to be used.

Deliverables:

- Summary of pros / cons of contract options
- Meeting notes from meeting with Authority PM and legal counsel

Subtask 4.3 Develop Financing Strategy Statement

Assuring the market of the Authority's ability to pay DB costs on a timely basis is one key element of generating robust interest and competition for the work. The Consultant will work with the Authority to develop a draft financing strategy statement to be included in the RFQ. The development of this strategy statement is included in Phase I so that the Authority will have time to resolve any follow up issues identified prior to issuance of the RFP.

Deliverables:

- Draft and revised draft financing strategy statement (1-2 pages)
- Identification of required follow-up actions, if any

Subtask 4.4 – Permitting Strategy

The Consultant will review Project permitting requirements prepared by Authority's Engineering Consultant. Considering this information and the Project's time constraints, the Consultant will develop a draft permitting strategy that outlines which party(ies) (the Authority, the DB Contractor, Authority participants) will be responsible for obtaining permits, what support the Authority will provide to the DB Contractor, and how failure to obtain permits on a timely basis will be addressed in the Authority's preferred risk allocation and term sheet. If the Authority determines that it should take the lead on obtaining any permits or approvals, Consultant assistance with obtaining those permits will be conducted under subtask 8.2.

Deliverables:

- No separate deliverable. Permitting strategy to be included in procurement strategy deliverable.

Subtask 4.5– Procurement Strategy and Implementation Plan

The Consultant will prepare a draft Procurement Strategy and Implementation Plan including a decision schedule for resolving remaining policy and technical issues.

The Plan will build on the work developed by the Consultant under Task Series 200 and 300 as well as on the other subtasks in Series 400. In addition, the Consultant will prepare a Technical Memorandum outlining a recommended decision process and approach to be used for short-listing firms based on technical and financial qualifications and for evaluating proposals.

Specifically, the Implementation Plan will set forth:

- Anticipated major risk allocations for the development of facilities;
- Scope / Packaging of contract(s);
- Financing approach
- Approach to contract development
- Recommendations for additional market outreach and timing if needed;
- Timing for investigating additional site issues that may be identified
- General policies for each system describing the extent to which performance specifications vs. prescriptive requirements will be addressed in the RFP;
- Major permitting / environmental / agency review constraints;
- Overall evaluation and selection process including preliminary list of evaluation criteria
- Procurement schedule including key decision points;

A final plan will be prepared following review by the Authority Board under Subtask 4.5.

Deliverables:

- Draft and final procurement strategy, implementation plan, and schedule

Subtask 4.6 – Workshops

The Consultant will organize, prepare for, and document the outcome of up to two, half-day workshops designed to help refine the delivery method and procurement strategy. The following workshops are anticipated; however, the topics may be modified if required as work progresses.

- **Project Components and Technical Approach Workshop:** This workshop will frame the technical elements of the Project, including constraints, information gaps, and technical risks and unknowns based on work conducted under Task Series 300. This workshop will be conducted in coordination with the Authority's Engineering Consultant and will specifically consider the state of as-builts; the complexities/risks for tying into existing equipment/structures; allocation of subsurface risks; methods for enhancing quality, etc.
- **Contract Packaging, Risk Allocation and Business Issues Workshop:** This workshop will consider Authority's approach to contract packaging, risk allocation, and other business issues such as approach to legal support / contract development, statements to the market regarding financing, general responsibilities for permitting and environmental review. This will result in a preliminary risk matrix / term sheet for the Project for inclusion in procurement documents.

The Consultant will develop briefing/discussion materials necessary for the workshops and distribute them at least 5 days in advance of the workshops.

Deliverables:

- Workshop briefing/discussion materials delivered electronically at least 5 days prior to workshop
- Workshop agenda
- Detailed workshop minutes
- Preliminary risk matrix

Task Series 500–RFQ/RFP/Shortlist

Objectives: The objective of this task series is to prepare the RFQ and conduct an SOQ evaluation process that will result in a short-list of up to three well-qualified DB teams.

Subtask 5.1–Prepare RFQ/Participate in Review Sessions/Respond to Proposer Questions

The Consultant will prepare one draft of the RFQ for Authority review, and will participate in one half-day work session to obtain input and comments from the Authority's Project Manager. As part of this work, the Consultant will update and refine the Project Risk Matrix developed

under Phase I. Following Authority input on the second draft, the Consultant will prepare copies of the final RFQ for distribution to potential proposers and for use by Authority and Consultant staff. It is anticipated that the RFQ will include the following sections:

- Introduction, Purpose and Background;
- Expected Project Scope;
- Expected Risk Allocation (Risk Matrix) and Term Sheet;
- Expected Overall Procurement Process;
- SOQ Submittal Requirements;
- Evaluation and Ranking of SOQs;
- SOQ Forms; and
- Input from Potential Proposers on Expected Project Scope and Risk Allocation.

Following issuance of the RFQ the Consultant will assist in preparing responses to questions from potential respondents.

Subtask 5.2 –Review Technical Qualifications

The Consultant will review SOQs and prepare draft summary matrices of technical qualifications (firms, sample projects, and proposed Project staffing) for consideration by the Authority's selection / evaluation committee. Weaknesses in team qualifications will also be identified. For the purposes of establishing a budget for this task, up to five SOQs are assumed to be submitted to the Authority.

Subtask 5.3–Review Financial Qualifications

The Consultant will review SOQs, and prepare a memorandum summarizing information related to the financial qualifications of each respondent, including their ability to meet minimum financial qualifications established under Subtask 5.1. Typical factors that may be included in this evaluation include:

- Net worth;
- Cash flow;
- Level of indebtedness;
- Credit rating;
- Number of outstanding contract obligations for major projects;
- Willingness to provide guarantees; and
- Bonding capability.

Subtask 5.4 – Reference Checks

The Consultant will assist Authority staff to perform reference checks for proposing firms, including major subcontractors, and key individuals. Subtask activities may include:

- Preparation of interview forms and questions;

- Phone interviews of references;
- Discussions with representatives from appropriate regulatory agencies; and
- Verification of the proposers' role in the development (permitting, design, construction) of the reference facility

The Consultant will summarize the reference checking results in a table for use by the evaluation committee.

Subtask 5.5–Participate in/Provide Advice to Authority Evaluation Committee

The Consultant will conduct a collaborative work session with the Authority's selection committee to discuss SOQs, determine the need for any additional information from respondents, rank SOQs against the established criteria, and recommend a short list of respondents. It is assumed the work session will be conducted as part of regularly scheduled Authority Board meetings. Drafts of the summary matrices and financial evaluation review comments developed under subtasks 5.2 and 5.3 will be provided to committee members in advance of the work session. Following the work session, the Consultant will prepare a draft letter summarizing the evaluation process, selection criteria and results. This letter will be used by the Authority to inform respondents of the Authority's short listing decision.

Deliverables:

- Draft RFQ and risk matrix
- Revised draft RFQ and risk matrix
- Final RFQ and risk matrix
- Agenda for one Evaluation Committee work session
- Draft and final technical qualifications matrices
- Draft and final financial qualifications matrices
- Reference check summary table
- Draft and final letter summarizing SOQ process, ranking criteria, and minimum qualifications and associated work session agenda

Task Series 600–RFP

Objectives: To solicit and consider input on the RFP from potential proposers. To develop RFP documents that present the scope of work and reflect the Authority's objectives and priorities for the DB delivery of Project components.

Subtask 6.1–RFP Planning Session

The Consultant will conduct one half-day work session with the Authority's Project Manager to develop an overall detailed work plan for the RFP and proposal evaluation process, including list

of key business, technical, and legal questions; annotated outline for the RFP; detailed schedule for RFP development; and selection criteria / overall selection process.

Deliverables:

- RFP workplan
- Annotated RFP and appendices outline

Subtask 6.2–Existing Conditions and Interfaces

The Consultant will coordinate with Authority and other Authority consultants to compile written descriptions of existing conditions in order to provide potential Proposers with information to determine Project costs and risks. It is assumed that existing conditions data and information is generated by Authority and Authority's Engineering Consultant and compiled and synthesized by Consultant for use in RFP documents. The following types of information are anticipated to be reviewed and summarized; the Consultant will assemble source information in a web accessible data library:

- Site description including access for each Project component location;
- Existing information on cultural resources (i.e. significant archaeological or historical artifacts or sites);
- Geotechnical background;
- Source water quantity and quality;
- Existing facilities construction documents;
- Rights-of-way and temporary or permanent easement limits
- Limits of construction;
- Environmental information;
- System interfaces; and
- Zoning / land use designations.

Deliverables:

- Information developed under this subtask will be incorporated into the Schedules to the RFP (see subtask 6.4)

Subtask 6.3–Review Project Technical Requirements

The Consultant will coordinate with Authority’s Engineering Consultant to review submitted materials defining the performance requirements for the Project and anticipated operating requirements for inclusion in the RFP and contract. Performance specifications provide specific design and construction expectations and will include requirements for facility technology, reliability, redundancy, capacity, operating capabilities and quality. Specific performance/technical requirements (to be included as schedule to the RFP and Contract) will likely address the following elements:

- Performance requirements;
- Requirements for specific Project components;
- Facility interconnection requirements;
- Utility connection requirements (power, telecom, gas, etc.);
- Architectural requirements including allowable materials;
- Structural requirements;
- Other design criteria;
- Access, site work, surface water control, and landscaping;
- Equipment specifications;
- I & C and SCADA requirements;
- Allowable and excluded treatment processes;
- Provisions for future expansion;
- Hydraulic requirements;
- Redundancy and reliability requirements;
- Range of expected operating conditions (i.e., hours per year, range of source water quality characteristics, etc.);
- Emergency capabilities;
- Construction requirements and/or constraints; and
- Acceptance testing requirements.

It is assumed that Consultant scope is limited to reviewing materials submitted by Authority’s Engineering Consultant and does not include producing any new project technical requirements. Consultant will advise Authority and Authority’s Engineering Consultant of any gaps or deficiencies in the technical requirements that may require additional clarification prior to inclusion in the RFP.

Deliverables:

- Information developed under this subtask will be incorporated into the schedules/attachments to the RFP (see subtask 6.4)

Subtask 6.4–Initial Drafts of RFP

The Consultant will prepare two initial drafts of the RFP (front-end and schedules) and participate in a one review session with the Authority's Project Manager and representatives from Denver Water and ECCV. Depending on circumstances, certain sections may lag behind others.

It is anticipated that the RFP front-end will contain the following sections:

- Introduction, Purpose, and Background Information;
- General Project Scope;
- Summary of Commercial and Contract Requirements;
- Description of Procurement Process and Evaluation Criteria;
- Proposal Submittal Requirements; and
- Proposal Forms.

Schedules to the RFP and Contract, detailing business and technical requirements, will also be included as a separate volume of the RFP. It is anticipated the following schedules will be included:

- Existing Site and Facility Information (from subtask 6.2);
- Existing Hydraulic and Water Quality information (from subtask 6.2);
- Requirements for Permitting including required agency reviews / approvals (from subtask 4.4)
- Performance Standards (from subtask 6.3)
- Minimum Project Technical Requirements (developed under subtask 6.3);
- Construction Requirements (i.e. Site access and hours of construction, temporary facilities, site cleanup and restoration, safety requirements, likely permit requirements; and construction sequencing constraints) (from subtask 6.3);
- Transition Plan, Startup, Commissioning and Acceptance (including contractor test plan requirements; test standards; test duration; test protocols and procedures for individual components; retest procedures; documentation requirements; and Authority involvement) (from subtask 6.3);
- DB Quality Management Plan;
- Initial Project Schedule;
- Development and Construction Payments;
- Key Personnel and Pre-Approved Subcontractors;
- Required Submittals;
- Authority Review Rights and Responsibilities;
- Project Modifications; and

- Authority Administrative Requirements (i.e. insurance, prevailing wages etc.) – assumes requirements are existing and available from Authority.

Deliverables:

- Draft and Revised Draft RFP

Subtask 6.5 –Draft/Review Specific Contract Provisions

The Consultant will provide sample contracts to the Authority's Legal Counsel to support development of a first draft contract under subtask 4.2. Thereafter, it is assumed Authority legal counsel will take the lead in directing the refinement, revisions and preparation of specific contract language. The Consultant will raise issues to be addressed to the Authority's legal counsel and will draft contract language relating to the technical and performance aspects of the Project at the request of the Authority's legal counsel. In addition, the Consultant will participate in the review of the draft Contract. Due to the uncertain nature and amount of contract inserts language and reviews that may be needed, the budget for this task will come from the contingency budget as outlined in Task 8.1.

Deliverables:

- Draft technical language inserts for use in DB Contract

Subtask 6.6–Meetings with Short-listed Proposers

The Consultant will coordinate with Authority staff and will participate in up to three half-day, one-on-one work sessions with short-listed teams to obtain their input on RFP / revised Term Sheet to identify any issues and to address questions, and will prepare a summary of comments and suggested revisions to the RFP documents. For the purpose of budgeting, three shortlisted teams are assumed. The Consultant will participate in a work session with the Authority's Project Manager to reach final conclusion on how to address comments from potential proposer teams.

Deliverables:

- List of issues to be addressed, incorporated, or not included in Final RFP

Subtask 6.7–Final RFP

The Consultant will modify the RFP (including appendices) to address input from short-listed teams, as approved by the Authority, and will participate in a final approval meeting with the Authority's Project Manager. Following this meeting, the Consultant will coordinate with Authority's staff for preparation and printing of the RFP documents (including draft Contract) for distribution to short-listed teams and use by Authority and Consultant staff.

Deliverables:

- Final RFP (15 copies)

Subtask 6.8–Pre-Proposal Conference and Site Tour

The Consultant will assist the Authority in preparing for the pre-proposal conference and site tour with short-listed firms. One Consultant staff will attend the conference, and prepare minutes of the conference and site tour.

Deliverables:

- Minutes from pre-proposal conference and site visit

Subtask 6.9–Addenda

The Consultant will assist in preparation of RFP addenda, as required. The Consultant will conduct additional research and analysis as required to prepare such addenda. Upon receipt of comments on draft addenda from the Authority, the Consultant will prepare final versions of the addenda to be issued to proposer teams. Due to the uncertain nature and amount of addenda that may be needed, the budget for preparation of addenda will come from the contingency budget as outlined in Task 8.1.

Deliverables:

- Addenda

Task Series 700 –Proposal Evaluation and Negotiations

Objectives: To provide support to the Authority’s selection committee in order to provide for the selection of the proposer that best meets the Authority’s Project requirements and objectives.

Subtask 7.1–Initial Review/Requests for Clarification

The Consultant will initially review proposals to: 1) help determine completeness and responsiveness; and 2) identify areas where it may be beneficial to request additional information and/or clarification of proposals. The Consultant will meet with the selection committee to discuss these issues. The Consultant will, if appropriate, prepare draft and final requests for clarifications.

Deliverables:

- Requests for Clarification

Subtask 7.2–Review Cost and Business Evaluations

The Consultant will review a spreadsheet-based life-cycle cost analysis to be performed by proposers to confirm the adequacy of the analysis for the Authority’s use in appropriately considering both capital and operating costs in its evaluation of proposals. The Consultant will coordinate with Authority to consider cost elements of proposals including:

- Financial/economic assumptions such as escalators and construction drawdown assumptions;
- Capital costs (completeness, reasonableness, need for adjustments to reflect variations in Authority costs between proposals);

- Likely O&M costs associated with proposals; and
- Life-cycle costs.

The Consultant will review the business and commercial aspects of Proposals under this subtask. Specific issues to be reviewed include acceptance of construction and performance warranty provisions; security including payment and performance bonds, guarantees, and possibly measures such as letters of credit; insurance; drawdown; exceptions to contract provisions; and overall management of the project. It is assumed that this review will be limited in scope. Should additional evaluations or analyses be required beyond the level of effort budgeted for this task, the budget for the additional analyses will be provided under the contingency budget as outlined in Task 8.1.

Deliverables:

- Summary tables of business / commercial evaluations

Subtask 7.3–Technical Evaluations

The Consultant will review technical aspects of proposals and summarize this information in matrix form to assist the selection committee. The following types of technical information will be summarized:

- Project features including interfaces;
- Redundancy and reliability including likely ability to deal with dynamic treatment conditions;
- Quality and proposed materials of construction;
- Construction methods including approach to working within the operating facilities;
- Schedule;
- Project management plan;
- Consistency with Project technical objectives;
- Quality management program;
- Proposed approach to submittals and technical reviews;
- Startup and transition plan;
- Proposed acceptance testing approach; and
- Proposed approach to interfacing with existing plant facilities and systems.

Deliverables:

- Summary tables of technical evaluations

Subtask 7.4–Update of Qualifications Review / Reference Facilities

It is assumed that proposers will be allowed to update their proposed teams from those presented in the SOQs and reflect changes in corporate structure that might have occurred subsequent to

short-listing. If proposers do update their qualifications, the Consultant will, under this subtask, conduct additional reference checking and update the technical and financial qualifications evaluation to reflect changes to project teams and company information. Due to the uncertainty of whether shortlisted proposers will update qualifications such that this task is required, the budget for this task is assumed to be provided via the contingency budget outlined in Task 8.1.

If required, the Consultant will review reference facilities submitted by proposers. Subtask activities may include:

- Site visits and tours of the reference facilities (1 facility within Denver Metro area for each team assumed);
- Verification of facility information provided in the proposer's proposal;
- Verification of the proposers' role in the development (permitting, design, construction) of the reference facility; and
- Performance history of the reference facility at the conclusion of each visit or interview, the Consultant will prepare a form summarizing the results of the investigation. These will be assembled into a reference facility report for consideration by the selection committee.

Deliverables:

- No separate deliverables for this task

Subtask 7.5–Proposal Team Interviews

If proposal team interviews are conducted, the Consultant will assist the Authority in preparing for the interviews by drafting technical, business, and cost-related questions; participating in the interviews; and preparing minutes of the interviews. For the purpose of budgeting, three firms are assumed to be short-listed. The Consultant will participate in up to three (3) half-day interviews.

Deliverables:

- Agenda, interview questions and interview summaries

Subtask 7.6–Participation/Support for Evaluation Committee

The Consultant will participate in selection committee meetings and provide required review evaluation and opinions to support the RFP evaluation and selection process. The Consultant will support the Authority's selection committee by providing summaries of information from the proposals related to:

- Business/financial qualifications;
- Technical qualifications;
- Technical proposals; and
- Cost proposals.

For the purpose of budgeting, two half-day selection committee meetings have been assumed. The Consultant will prepare a draft letter summarizing the selection process following the final selection committee meeting.

Deliverables:

Draft selection letter

Subtask 7.7–Support for Negotiating Sessions

The Consultant will assist the Authority in preparing for negotiating sessions and will participate in contract negotiations along with the Authority and the Authority’s legal counsel by providing input on technical, economic, and business issues raised during the course of the negotiations and by assisting in drafting language for inclusion in the final Contract. For budgeting purposes, it is assumed that one (1) negotiations preparation meeting and one (1) negotiation meeting with selected contractor will be supported. Should additional negotiations meetings be required, budget will be provided from the contingency budget per Task 8.1.

Deliverables:

- Revised contract appendices to reflect negotiations

Task Series 800 –Optional Tasks

The following tasks may be undertaken during Phase I with written authorization and additional budget allocation from the Authority.

Subtask 8.1 Technical Support Contingency

At the request of the Authority, the Consultant may conduct additional work by appropriate subject matter experts to support development of the overall procurement strategy and DB procurement documents, and to assist with any other support activities as the Authority may deem appropriate. A contingency budget allowance of \$20,000 has been established for this subtask. Consultant will only conduct work under this subtask if authorized in writing or via email by the Authority prior to initiating assignments.

Deliverables:

- To be determined

Subtask 8.2–Assist with Equipment Pre-purchase

During Phase I, the Authority may determine that pre-purchase of proprietary equipment offers advantages over including purchase of the proprietary equipment in the scope of the DB contractor’s work. If the Authority proceeds with pre-purchase, the Consultant will identify technical requirements, the scope of the equipment vendor’s supply contract and the preferred procurement process to be used (i.e., Request for Proposal [RFP] or Request for Bids [RFB]). The Consultant will also conduct procurement activities for pre-purchased equipment. These activities may include:

- Prepare RFQ;

- Issue RFQ;
- Review responses to RFQ;
- Develop procurement specifications;
- Prepare RFP/RFB/contract documents;
- Issue RFP/RFB;
- Review and award;
- Manufacturer facility inspections; and
- Manufacturing audits.

Subtask 8.3—Assist with Obtaining Permits

Responsibility for obtaining permits will be established under subtask 4.4. Should the Authority chose to obtain certain permits (rather than have the DB Contractor obtain them) and at the request of the Authority, the Consultant will provide technical support for obtaining permits. This support could include preparation of supporting documents and permit applications, attendance at agency meetings, and working with the Authority and regulatory agencies to define appropriate roles and responsibilities in the context of alternative project delivery.

Phase II-Project Delivery

Phase II work will be completed under a separate contract or amendment to this contract. The types of services to be provided during Phase II will be determined near the end of Phase I and could include the following types of activities:

- Review designs for conformance with Contract documents
- Review other Contract-required submittals
- Review equipment submittals
- Review construction schedule
- Progress payments review
- Review Contract amendment requests
- Provide information and answer questions related to Contract interpretation and compliance
- Compile O&M manuals
- Develop a maintenance management system
- Oversee facility startup and acceptance testing
- Conduct training for Authority personnel
- Review as-built drawings
- Perform Construction Management services
- Warranty verification
- Certification

EXHIBIT B
Budget Summary

TASK ORDER AGREEMENT FOR
SOUTH METRO WISE AUTHORITY
DESIGN FOR DESIGN/BUILD PACKAGE
SCOPE PACKAGE 3 – SH TANK, TREATMENT, PS BYPASS

Smoky Hill Storage Tank
Chloramine Disinfection and Iron and Manganese Removal Systems
for Willows Wells
Quebec Pump Station Bypass

Between the
WISE Authority ("Owner")
And
Black & Veatch Corporation ("Engineer")

Pursuant to the terms and conditions of the Engineering Services Agreement executed and made effective as of the 21st day of May, 2012, by and between the Owner and the Engineer, Owner hereby requests Engineer to perform the following:

- A. Requested Services: Per Exhibit A.
- B. Schedule: Per Exhibit C.
- C. Budget: Per Exhibit B.
- D. Monthly Billing: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Engineer shall furnish Owner with an invoice covering the Reimbursable Costs and Engineering Fees incurred during the previous month and any interest due under this Agreement. Invoices are due and payable within 30 days of receipt.
- E. Method of Payment: Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to

3/20/2014

Owner, then payments due Engineer under this Agreement shall be made by check and mailed to the PO Box identified in the remittance instructions on the Engineer's most recent invoice, and received by Engineer no later than the payment due date. The Remittance Advice document shall be mailed with the check to the PO Box.

- F. **Disputes:** In the event Owner disputes an invoice item, Owner shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to the Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one percent per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charge on any disputed invoice item which is finally resolved in the Owner's favor. Payments of interest shall not excuse or cure any default or delay in payment of amounts due.

The Request for Services and the above-reference Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Owner with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, Owner and Engineer have executed this Request for Services as of the last date written below.

OWNER

By Eric B. Keck

Printed Name Eric Keck

Title Executive Director

Date 4/2/14

BLACK & VEATCH CORP
ENGINEER

By Shawn D LaBonde

Printed Name SHAWN D LABONDE

Title ATTORNEY IN FACT

Date 4/1/14

**EXHIBIT A
SCOPE OF SERVICES**

**South Metro WISE Authority
Design for Design/Build Package
Scope Package 3 – SH Tank, Treatment, PS Bypass**

**Smoky Hill Storage Tank
Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells
Quebec Pump Station Bypass**

Version: March 20, 2014

The Water Infrastructure and Supply Efficiency (WISE) Partnership is a regional water supply project between Aurora Water, Denver Water (DW) and the South Metro WISE Authority (SMW). East Cherry Creek Valley Water District (ECCV) is selling certain pipelines to Denver Water and SMW. ECCV will retain a right to limited capacity in these pipelines.

SMW intends to issue a single design/build package that will include the following components:

- Temporary Connection to Aurora Water's System
- Connections to the Western Pipeline
- Smoky Hill Storage Tank
- Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells
- Quebec Pump Station Bypass
- ECCV Well PA-3 Modifications
- Controls/SCADA system

This Scope of Services is for the Smoky Hill Storage Tank, Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells, and Quebec Pump Station Bypass. Separate Scopes of Services, not included with this document, are provided for the other components. SMW has retained an Owner's Advisor (OA) to assist with procuring and contracting with a design-build contractor.

The OA will prepare the front-end documents (FEDs) for the design-build package. FEDs prepared by OA will include, but not be limited to, RFP, design-build proposal submittal requirements, commercial and contract requirements, bid form, design-build contract, general conditions, supplementary conditions, construction schedule requirements, and specification Division 1 requirements. B&V requires FEDs to name B&V as an additional insured on the following design/builder insurance policies: comprehensive automobile liability, commercial general liability, umbrella liability insurance, property/builders "all risk", and any other liability insurance specified. With respect to workers' compensation and employers' liability, comprehensive automobile liability, commercial general liability, umbrella liability insurance, property/builders "all risk", and all other liability insurance specified to be provided by

design/builder, design/builder shall require its insurance carriers to waive all rights of subrogation against B&V.

B&V is preparing the technical documents that will be included with the design-build package to include the design memorandum as described herein with limited drawings and specification information.

A summary of the Scope of Services herein includes:

- Gather and provide existing information.
- Prepare a design memorandum that describes the technical requirements needed for design/build contractor to prepare a bid.
- Prepare limited drawings to be included with the design memorandum.
- Prepare and/or include limited specification information for major project elements as part of the design memorandum.

The estimated engineering fee for the Scope of Services is included in Exhibit B - Budget. The schedule for the Scope of Services is included in Exhibit C - Schedule.

Scope of Services

Task Group 100 – Project Management

Prepare monthly invoicing and budget status reports as required to meet both the WISE Authority and “3-Way Split” project reporting requirements (DW, ECCV and SMW).

Task Series 100 Deliverables

- Monthly invoices and status reports

Task Group 200 – Smoky Hill Tank

Task 201 – Gather Existing Information

Obtain and review available existing information on the Western Pipeline (drawings, specifications, geotechnical, cathodic protection).

Determine and define the type of pipe at the connections to the Western Pipeline.

Compile and organize existing information for inclusion in the design/build package.

Task 202 – Prepare Base Drawing and Legal Description (Adapted from Work Completed Under Modifications Study Phase II Assistance)

Task 203 – Geotechnical Explorations

Complete four ground borings and field resistivity measurements at the proposed location of the tank. Complete standard suite of lab tests (moisture, dry density, -#200 wash, Atterberg limits,

unconfined compressive strength, swell/collapse, classification, soil/rock description, corrosion (resistivity, redox potential, sulfate, pH, sulfide, chloride)). Boring log and lab testing results will be included in the design-build package.

No rock coring will be completed. Three perimeter borings will be 30 feet deep and the boring at the center of the tank will be 60 feet deep. Boring depths will be reduced if rock is encountered.

Task 204 – Prepare Design Memorandum

As part of development of this scope, a workshop was held to define the level of technical detail desired in the design-build package for the Smoky Hill Storage Tank. The following scope was determined to provide sufficient detail that the design memorandum, drawings, and selected specification information can be incorporated into a design/build package.

The Design Memorandum will include:

- Reference to front end documents from the OA
- Design Memorandum
- Drawings (tank site plan, typical tank section)
- Specification Information for Major Project Elements

Denver Water Standard Specifications (DWSS) will be referenced as applicable in the design memorandum. “DWSS” has been added to the following items that will reference the Denver Water Standard Specifications. The remainder of the items will reference either owner preferences or B&V typical information.

Prepare a design memorandum for the Smoky Hill Storage Tank that includes the following:

- Project Definition / Description
- Project location
- Permit checklist and listing of jurisdictional agencies
- Applicable Codes, Standards, and Design Guidelines
- Performance description
 - Tank storage volume
 - Tank storage volume
 - Minimum tank floor elevation
 - Maximum tank height (if applicable)
 - Tank inlet and outlet range of flows
 - Tank overflow flow rate
 - Tank drain requirements
 - Isolation valve requirements
 - Diameters of pipe, isolation valves
 - Reporting requirements (tank level)
 - Control requirements (tank level)
- Design Criteria
 - Tank appurtenances (ladders, hatches, manways) and minimum sizes
 - Level control

- Electrical (site lighting)
- Security (site and structure)
- Instrumentation equipment
- Acceptable pipe/coating/lining materials (DWSS)
- Pipe access requirements (if applicable) (DWSS)
- Pipe bedding requirements (DWSS)
- Thrust restraint requirements (DWSS)
- Minimum pipe cover (DWSS)
- Pipe design requirements with respect to trench width and external loads (DWSS)
- Cathodic protection requirements (DWSS)
- Submittal and Manufacturer Requirements
 - Required submittals and submittal requirements
 - Required operation and maintenance manuals
 - Required spare parts
 - Required manufacturer services for start-up and owner trainer
- Construction Requirements
 - Surface restoration requirements
 - Western Pipeline shutdown time limits and coordination requirements
- Quality Assurance of Installation Requirements
 - Hydrostatic pressure test
 - Disinfection
 - Testing of field welds
 - Soil/Embedment compaction testing

Task 205 – Prepare Drawings (Adapted from Work Completed Under Modifications Study Phase II Assistance)

Task 206 – Provide Specification Information

Determine and include specification information for major project elements for the connections that includes the following:

- Isolation valve(s) (DWSS)
- Trenching and backfilling (DWSS)
- Concrete (DWSS)
- B&V Standard Tank Performance Specification (only for AWWA D110, Type 3 tank)

Task 207 – Controls/SCADA Coordination

Coordinate with the Supervisor Control and Data Acquisition (SCADA) design package as required to properly incorporate the instrumentation and controls aspects for the tank.

Task 208 – Front End Document Coordination Memo

Engineer shall review front end documents provided by OA and identify coordination areas that may be required between front end documents and technical documents. The number of areas to coordinate with is unknown. An allowance for this task is included on the fee spreadsheet. If the level of coordination is different than covered by the allowance, a contract amendment may be

required. One-third of the effort for this task is budgeted under the SMW Connections Phase 2 Scope.

Task 209 – Review Draft Design Memorandum Package

Review draft design memorandum package with Denver Water, ECCV, SMW and SMW's OA and document all comments (basis is one meeting).

Task 210 – Finalize Design Memorandum Package

Address comments on draft design memorandum package, coordinate with OA on any front end versus technical issues, and finalize the design memorandum package.

Task Group 300 – Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells

Task 301 – Gather Existing Information

Obtain and review available existing information on the Western Pipeline and Quebec Pumping Station (drawings, specifications, geotechnical, cathodic protection).

Compile and organize existing information for inclusion in the design/build package.

Task 302 – Prepare Property Ownership Map (Adapted from Work Completed Under Modifications Study Phase I)

Surveying, potholing, and legal descriptions are not included.

Task 303 – Prepare Performance Description / Limited Design Memorandum

As part of development of this scope, a workshop was held to define the level of technical detail desired in the design-build package for the Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells. The following scope was determined to provide sufficient detail that the performance description / limited design memorandum and process flow diagram can be incorporated into a design/build package.

The Performance Description / Limited Design Memorandum will include:

- Reference to front end documents from the OA
- Performance Description / Limited Design Memorandum
- Process Flow Diagram

Prepare a performance description / limited design memorandum for the Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells that includes the following:

- Project Definition / Description
- Project location
- Contractor to determine and meet all applicable permitting, building code, and local HOA requirements

- Applicable Codes, Standards, and Design Guidelines
- Performance description
 - Process description and operating parameters
 - 0 up to 8 mgd (full continuous range)
 - Baseline influent water quality data
 - Effluent water quality (iron, manganese)
 - Combined chlorine residual
 - Operating pressure ranges
 - Maximum allowable pressure drop across filters
 - Reporting requirements (flow, pressure, water quality, combined chlorine)
 - Control requirements (hold set flow, disinfection, bypass)
 - Integrate with existing ECCV SCADA system and WISE SCADA system (all design of treatment/chloramination SCADA/controls is by design/builder)
- Design Criteria
 - Security (site and structure)
 - Site Access
 - Minimum building space requirements
 - Acceptable building materials (match architecture of existing pump station)
- Submittal and Manufacturer Requirements
 - Required submittals and submittal requirements
 - Required operation and maintenance manuals
 - Required spare parts
 - Required manufacturer services for start-up and owner trainer
- Construction Requirements
 - Surface restoration requirements
 - Western Pipeline shutdown time limits and coordination requirements
- Quality Assurance of Installation Requirements
 - Hydrostatic pressure test
 - Disinfection
 - Testing of field welds
 - Soil/Embedment compaction testing

Task 304 – Prepare Process Flow Diagram and General Layout of Treatment Systems and Components

Prepare process flow diagram and a general layout drawing that includes the following:

- Schematic of components
- General layout of process components and ancillary systems to depict minimum building space requirements
- Flow control valves
- Flow measurement
- Isolation valves

Task 305 – Front End Document Coordination Memo (Completed Under Other Tasks)

Task 306 – Review Draft Performance Description / Limited Design Memorandum Package

Review draft performance description / limited design memorandum package with Denver Water, ECCV, SMW and SMW's OA and document all comments (basis is one meeting).

Task 307 – Finalize Performance Description / Limited Design Memorandum Package

Address comments on draft performance description / limited design memorandum package, coordinate with OA on any front end versus technical issues, and finalize the performance description / limited design memorandum package.

Task Group 400 – Quebec Pump Station Bypass

Background

The basis for this scope is all new valves will be buried, manual butterfly valves installed in accordance with Denver Water standards (buried valve and actuator in a manhole).

Task 401 – Gather Existing Information

Obtain and review available existing information on the Western Pipeline (drawings, specifications, geotechnical, cathodic protection).

Compile and organize existing information for inclusion in the design/build package.

Task 402 – Prepare Property Ownership Map (Adapted from Work Completed Under Modifications Study Phase I)

Surveying, potholing, and legal descriptions are not included.

Task 403 – Prepare Design Memorandum

As part of development of this scope, a workshop was held to define the level of technical detail desired in the design-build package for the Quebec Pump Station Bypass. The following scope was determined to provide sufficient detail that the design memorandum and drawings can be incorporated into a design/build package.

The Design Memorandum will include:

- Reference to front end documents from the OA
- Design Memorandum
- Drawings (site plan)

Denver Water Standard Specifications (DWSS) will be referenced as applicable in the design memorandum. "DWSS" has been added to the following items that will reference the Denver Water Standard Specifications. The remainder of the items will reference either owner preferences or B&V typical information.

Prepare a design memorandum for the Quebec Pump Station Bypass that includes the following:

- Project Definition / Description
- Project location
- Contractor to determine and meet all applicable permitting, building code, and local HOA requirements
- Applicable Codes, Standards, and Design Guidelines
- Performance description
 - Flow range (full continuous range)
 - Isolation valve requirements
 - Diameters of pipe and isolation valves
 - Operating pressure ranges
 - Headloss and velocity requirements
 - Air release/vacuum relief requirements
 - Draining requirements
- Design Criteria
 - Security (site and structure)
 - Acceptable pipe/coating/lining materials
 - Pipe access requirements (if applicable)
 - Pipe bedding requirements (DWSS)
 - Thrust restraint requirements (DWSS)
 - Minimum pipe cover (DWSS)
 - Pipe design requirements with respect to trench width and external loads (DWSS)
 - Cathodic protection requirements (DWSS)
 - Marker post requirements (DWSS)
- Submittal and Manufacturer Requirements
 - Required submittals and submittal requirements
 - Required operation and maintenance manuals
 - Required spare parts
 - Required manufacturer services for start-up and owner trainer
- Construction Requirements
 - Surface restoration requirements
 - Western Pipeline shutdown time limits and coordination requirements
- Quality Assurance of Installation Requirements
 - Hydrostatic pressure test
 - Disinfection
 - Testing of field welds
 - Soil/Embedment compaction testing

Task 404 – Prepare Drawings

Prepare drawings that include the following:

- Site Plan Drawing
 - Locations of isolation valves
 - Locations of new pipe

CAD files of drawings will be included in design-build package.

Task 405 – Front End Document Coordination Memo (Completed Under Other Tasks)

Task 406 – Review Draft Design Memorandum Package

Review draft design memorandum package with Denver Water, ECCV, SMW and SMW's OA and document all comments (basis is one meeting).

Task 407 – Finalize Design Memorandum Package

Address comments on draft design memorandum package, coordinate with OA on any front end versus technical issues, and finalize the design memorandum package.

Task Group 500 – Materials, Components, and General Configuration Workshop

Task 501 – Materials, Components, and General Configuration Workshop with DW, ECCV, SMW, and SMW Participants

The objective of this workshop will be to identify and agree on any owner preferences related to materials, manufacturers, components, and general configurations. Once established, these preferences will be incorporated into the design/build documents.

Engineer will prepare meeting agenda and meeting minutes.

The following items are anticipated to be discussed at the workshop. Additional items can be discussed at the workshop.

- Smoky Hill Tank
 - At-Grade Tank Type (AWWA D110 vs. D115 vs. steel)
 - Elevated Tank Type (composite – concrete pedestal and steel bowl)
 - Tank Appurtenances (number of hatches, exterior ladders, interior ladders, manways, ladder landings, ladder cage, safety retrieval equipment, fall protection at hatches, number of inlet/outlet pipes, drain pipe and valve, type of level monitoring, overflow and overflow discharge, light on top of dome)
 - Site Security (fencing, gates, lighting, cameras)
 - Site Access
 - Buried Pipe
 - Buried Isolation Valves (type, manufacturer, fully or partially buried)
 - Joint Restraint
 - Considerations for future second tank
- Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells (Located at either Quebec PS or parcel north of PS)
 - Treatment System (Greensand pressure filters vs. others)
 - Pressure filter manufacturer
 - Pressure filter media

- SCADA (basis is match what is at PS)
 - New building material preferences
 - Site Access
 - Chemical Metering Pumps
 - Chemical Storage Tanks
 - Chemical Storage Tank Refilling Stations
 - Site Security
- Quebec PS Bypass
 - Buried Pipe
 - Buried Isolation Valves (type, manufacturer, fully or partially buried)
 - Joint Restraint
 - Pipe Access

**EXHIBIT B
BUDGET**

**South Metro WISE Authority
Design for Design/Build Package
Scope Package 3 – SH Tank, Treatment, PS Bypass**

**Smoky Hill Storage Tank
Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells
Quebec Pump Station Bypass**

Version: March 20, 2014

The estimated fee for this scope of work is \$143,832. A spreadsheet showing the estimated fee for each task is included.

Exhibit B
South Metro WISE Authority - Design for Design/Build Package - Budget Estimate
Smoky Hill Tank Disinfection and Iron and Manganese Treatment, and Quebec PS Bypass

Year/Job title	Description	Design Fee				BAY			
		\$	Design Fee	Labor	hrs	\$	Design Fee	Labor	hrs
Task 100%	Project Management and Administration	\$	4,300	\$	4,300	70	\$	11,075	70
Task 100%	Construction and Management	\$	43,940	\$	27,875	165	\$	11,075	165
Task 50%	Construction and Management	\$	60,117	\$	60,482	500	\$	650	500
Task 50%	Construction and Management	\$	12,940	\$	12,940	80	\$	650	80
Task 50%	Construction and Management	\$	11,318	\$	11,318	60	\$	200	60
Task 50%	Construction and Management	\$	143,833	\$	143,833	721	\$	19,073	721
	Total Design Fee								

Rate Schedule and Estimated Level of Effort

[illegible][illegible]

1) No comments

**EXHIBIT C
SCHEDULE**

**South Metro WISE Authority
Design for Design/Build Package
Scope Package 3 – SH Tank, Treatment, PS Bypass**

**Smoky Hill Storage Tank
Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells
Quebec Pump Station Bypass**

Version: March 20, 2014

The schedule milestones for the primary tasks are listed below and are based on having a notice to proceed by April 2, 2014.

- Submit Draft Design Memorandum for Smoky Hill Tank – May 20, 2014 (Dependent on completion of Modifications Study Phase II Assistance)
- Submit Draft Design Memorandums for Treatment and PS Bypass – June 10, 2014
- Submit Final Memorandums – 2 weeks after receiving all comments

TASK ORDER AGREEMENT FOR
SOUTH METRO WISE AUTHORITY
DESIGN FOR DESIGN/BUILD PACKAGE
SCOPE PACKAGE 2 – CONTROLS/SCADA SYSTEM

Between the
WISE Authority ("Owner")

And

Black & Veatch Corporation ("Engineer")

Pursuant to the terms and conditions of the Engineering Services Agreement executed and made effective as of the 21st day of May, 2012, by and between the Owner and the Engineer, Owner hereby requests Engineer to perform the following:

- A. Requested Services: Per Exhibit A.
- B. Schedule: Per Exhibit C.
- C. Budget: Per Exhibit B.
- D. Monthly Billing: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Engineer shall furnish Owner with an invoice covering the Reimbursable Costs and Engineering Fees incurred during the previous month and any interest due under this Agreement. Invoices are due and payable within 30 days of receipt.
- E. Method of Payment: Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to Owner, then payments due Engineer under this Agreement shall be made by check and mailed to the PO Box identified in the remittance instructions on the Engineer's most recent invoice, and received Engineer no later than the payment due date. The Remittance Advice document shall be mailed with the check to the PO Box.

3/20/2014

- F. Disputes: In the event Owner disputes an invoice item, Owner shall give Engineer written notice of such disputed item within ten days after receipt of such invoice and shall pay to the Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one percent per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charge on any disputed invoice item which is finally resolved in the Owner's favor. Payments of interest shall not excuse or cure any default or delay in payment of amounts due.

The Request for Services and the above-reference Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Owner with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, Owner and Engineer have executed this Request for Services as of the last date written below.

OWNER

By Eric B. Hecox

Printed Name Eric Hecox

Title Executive Director

Date 4/2/14

BLACK & VEATCH CORP.
ENGINEER

By Shawn D LaBonde

Printed Name SHAWN D LABONDE

Title ATTORNEY IN FACT

Date 4/1/14

EXHIBIT A SCOPE OF SERVICES

South Metro WISE Authority Design for Design/Build Package Scope Package 2 – Controls/SCADA System

Version: March 20, 2014

The Water Infrastructure and Supply Efficiency (WISE) Partnership is a regional water supply project between Aurora Water, Denver Water (DW), and the South Metro WISE Authority (SMW). East Cherry Creek Valley Water District (ECCV) is selling certain pipelines to Denver Water and SMW. ECCV will retain a right to limited capacity in these pipelines.

SMW intends to issue a single design/build package that will include the following components:

- Temporary Connection to Aurora Water's System
- Connections to the Western Pipeline
- Smoky Hill Storage Tank
- Chloramine Disinfection and Iron and Manganese Removal Systems for Willows Wells
- Quebec Pump Station Bypass
- ECCV Well PA-3 Modifications
- Controls/SCADA System

This Scope of Services is for the Controls/SCADA System. Separate Scopes of Services, not included with this document, are provided for the other components. SMW has retained an Owner's Advisor (OA) to assist with procuring and contracting with a design-build contractor.

The OA will prepare the front-end documents (FEDs) for the design-build package. FEDs prepared by OA will include, but not be limited to, RFP, design-build proposal submittal requirements, commercial and contract requirements, bid form, design-build contract, general conditions, supplementary conditions, construction schedule requirements, and specification Division 1 requirements. B&V requires FEDs to name B&V as an additional insured on the following design/builder insurance policies: comprehensive automobile liability, commercial general liability, umbrella liability insurance, property/builders "all risk", and any other liability insurance specified. With respect to workers' compensation and employers' liability, comprehensive automobile liability, commercial general liability, umbrella liability insurance, property/builders "all risk", and all other liability insurance specified to be provided by design/builder, design/builder shall require its insurance carriers to waive all rights of subrogation against B&V.

B&V is preparing the technical documents that will be included with the design-build package to include the design memorandum as described herein with limited drawings and specification information.

A summary of the Scope of Services for this work includes:

- Conduct technical coordination meetings
- Develop Operational Descriptions
- Develop Functional Descriptions
- Develop Preliminary Process and Instrumentation Diagrams (P&IDs).
- Create Preliminary Control System Architecture Diagram
- Provide additional Controls/SCADA definition

The estimated engineering fee for the Scope of Services is included in Exhibit B - Budget. The schedule for the Scope of Services is included in Exhibit C - Schedule.

Scope of Services:

Background

Thirteen WISE interfacing utilities (10 South Metro facilities, plus one each from Denver Water, Aurora Water, and ECCV) are considered for this Scope of Services.

To properly allocate and deliver the correct amount of water to each participant, the WISE system will require a Supervisory Control and Data Acquisition (SCADA) system. The SCADA system will facilitate communication between the WISE system Central Control and all facilities along the Western Pipeline that are required to monitor and control the system under all reasonable foreseen operating scenarios.

The Controls/SCADA includes the following components. The scope of work for Controls/SCADA system for the iron and manganese treatment is included under the treatment scope of work.

- Control SMW Connections to Western Pipeline (Flow Outputs)
- Control ECCV Turnout at Smoky Hill (Flow Output)
- Control Smoky Hill Tank
- Control DW Turnout (Flow Output)
- Monitor AW Connection and Quebec PS (Flow Inputs)

Task Group 100 – Project Management

Task 101 – Project Management

Prepare monthly invoicing and budget status reports as required to meet the WISE Authority, Colorado Water Conservation Board (CWCB), and “3-Way Split” project reporting requirements (DW, ECCV, SMW).

Task 102 – Technical Group Coordination

Conduct up to five meetings to share the advancement of and receive feedback on the controls design herein. Coordination meetings are included for the following tasks: Tasks 200's, 303, 401, 403, 500's.

Task Series 100 Deliverables

- Monthly invoices, status reports, and general project correspondence

Task Group 200 – Develop Operational and Functional Descriptions**Task 201 – Develop Operational Descriptions**

Develop operational descriptions for the WISE system that address the following:

- Description of operational scenarios
- Flow inputs
- Flow outputs
- Components controlled by SMW
- Components monitored by SMW
- Components monitored by others
- Excess/emergency flow spill scenario/location

Task 202 – Develop Functional Descriptions

Develop functional descriptions for the WISE system that address the following:

- Develop sample interface screen
- Outline number of screens
- Develop scenario logic (spreadsheet based)
- Describe website interface requirements
- Describe system remote access requirements
- Describe any required local operator interface terminal (OIT) requirements
- Outline system reporting requirements
- Describe data historian/archiving requirements

Task Group 300 – Develop Preliminary P&IDs

The P&IDs will identify the equipment required to monitor and control the system operation. P&IDs will follow Black & Veatch standard format for these drawings. Preliminary P&IDs will be developed for the following components:

- SMW Connections to Western Pipeline
- ECCV Turnout at Smoky Hill (draft P&ID – final P&ID by ECCV)
- Smoky Hill Tank
- DW Turnout (draft P&ID – final P&ID by DW)
- AW Temporary Connection

- Monitoring of Iron and Manganese Treatment/Chloramination at Quebec PS (monitoring points only – P&ID of treatment/chloramination system is by design/builder)

Task 301 – Identify Instrumentation and Control Equipment

Each facility will be reviewed to determine how the desired flow rate will be provided. Instrumentation and control equipment requirements will be addressed for each facility. The basis is a typical turnout will include a flow control loop utilizing a magnetic flowmeter and slow operating flow control valve to minimize surge on the Western Pipeline. Pressure monitoring is anticipated on the Western Pipeline and on the downstream side of the participant flow control valve.

Task 302 – Create Preliminary Input/Output (I/O) and Instrument Device Schedules

An I/O list will be created for each facility to identify the required PLC/RTU signals required for monitoring and control. An instrument device schedule will be provided for each facility to identify the instruments required for control and monitoring.

Task 303 – Develop P&IDs

A separate P&ID will be provided for each site and will include the instrumentation and control equipment identified previously. In addition, any pressure reducing valves, isolation valves, or other equipment determined necessary will be shown on the P&IDs. The P&ID will also indicate the inputs and outputs required between the equipment and the WISE SCADA system. Signals available for use by the participating utilities will also be shown.

Task Series 300 Deliverables

- Preliminary Input/Output Schedule
- Preliminary Instrument Device Schedule
- Preliminary Process and Instrumentation Diagrams

Task Group 400 – Create Preliminary Control System Architecture Diagram

Task 401 – Identify SCADA System Requirements

In this task, B&V will determine the SCADA system requirements for the WISE Operation. The WISE Operation will include Central Control location that will include the SCADA system database servers, historical servers, and human machine interface (HMI) terminals. Each facility along the Western Pipeline will require either a remote terminal unit (RTU) or a programmable logic controller (PLC) to facilitate remote control and monitoring from Central Control. Each local RTU/PLC will be programmed (by design/builder) with logic necessary to maintain operation of the local equipment and will only rely on Central Control for flow rate setpoints.

Control and monitoring will not be included for the individual participant utilities. As noted previously, monitoring signals will be made available for respective participants; however, design of PLC/RTU and communication to their existing SCADA system will not be included under this scope of work.

Task 402 – Evaluate Communication Options

Each PLC/RTU installed at the facilities along the WISE pipeline will need to communicate back to Central Control for monitoring and control. This task will evaluate the options to provide the necessary communications. A preliminary computer radio path study will be performed to determine if radio communications are feasible. Additional alternatives communication media such as cellular and fiber will be considered. If radio communications are not feasible, a contract amendment for development of alternate communication requirements may be required.

Task 403 – Create Preliminary Control System Architecture Diagram

A preliminary control system architecture diagram will be created to identify the SCADA equipment arrangement, networking at Central Control, and each PLC/RTU at the remote facilities. The proposed communications system(s) will be identified along with the primary pieces of hardware required, including radios, switches, modems, etc.

Task Series 400 Deliverables

- Computer Radio Path Study Report
- Preliminary Control System Architecture Diagram

Task Group 500 – Provide Additional Controls/SCADA Definition**Task 501 – Develop Additional Controls/SCADA Requirements**

Develop additional requirements that address the following:

- Identify communication license requirements (if applicable)
- Conduct a SCADA workshop with WISE engineering and operations representatives to make decisions on SCADA software packages that will be used to control the WISE system, the location(s) where it will reside, and who will be the operators of the system and maintain the system once installed by the design/build contractor.
- Define acceptable SCADA software package(s) and license transfer requirements
- Submittal and Manufacturer Requirements
 - Required submittals and submittal requirements
 - Required operation and maintenance manuals
 - Required spare parts
 - Required manufacturer services for start-up and owner trainer

Task 502 – Assist with System Integrator Prequalification

Complete the following tasks to assist with the prequalification of the system integrator:

- Develop check list for prequalification of system integrator
- Assist with evaluation of system integrator prequalification submittals and selection of prequalified integrators

Task 503 – Develop Specifications for Instrumentation and Control System

Standard equipment specifications will be developed to establish WISE standards for the project.

Provide specifications or information (acceptable manufacturers, standards, type) for major project elements including:

- PLC/RTU
- Communication equipment
- Uninterruptible power supplies
- Pressure transmitters
- Pressure gauges

Task 504 – Prepare Design Memorandum

Combine all Controls/SCADA applicable documents prepared under the scope herein into a summary Design Memorandum for incorporation into the design/build package. The Design Memorandum will include:

- Operational descriptions
- Functional descriptions
- Preliminary Input/Output Schedule
- Preliminary Instrument Device Schedule
- Preliminary Process and Instrumentation Diagrams
- Preliminary Control System Architecture Diagram
- Specification information for major project elements
- Communication license requirements (if applicable)
- Acceptable SCADA software package(s) and license transfer requirements
- Submittal and Manufacturer Requirements

Review draft design memorandum package with Denver Water, ECCV, SMW and SMW's OA and document all comments (basis is one meeting, meeting is included under Task 102).

Address comments on draft design memorandum package and finalize the design memorandum package.

**EXHIBIT B
BUDGET**

**South Metro WISE Authority
Design for Design/Build Package
Scope Package 2 – Controls/SCADA System**

Version: March 6, 2014

The estimated fee for this scope of work is \$117,449. A spreadsheet showing the estimated fee for each task is included.

South Metro WISE Authority - Preliminary Design of the WISE SCADA System - Budget Estimate

Rate Schedule and Estimated Level of Effort

1) Eight delivery points are the basis

EXHIBIT C SCHEDULE

South Metro WISE Authority Design for Design/Build Package Scope Package 2 – Controls/SCADA System

Version: March 20, 2014

The schedule milestones for the primary tasks are listed below and are based on having a notice to proceed by April 2, 2014.

- Develop Operational and Functional Descriptions – April 22, 2014
- Develop Preliminary Process and Instrumentation Diagrams (P&IDs) – June 3, 2014
- Create Preliminary Control System Architecture Diagram – July 1, 2014
- Submit Controls/SCADA Design Memorandum – July 29, 2014

Exhibit D

This Exhibit generally describes the pipelines involved in this transaction. A more detailed description involving the Pipeline Record Drawings will be included in the Operating Agreement.

Western Pipeline

- The pipeline and associated appurtenances (excluding the wells, existing tanks, and pump station) as generally shown on Figure 1 of 6
 - 42" pipeline paralleling E470 from Arapahoe Road north to the Point of Ownership change as shown on Figure 2.
 - 48" and 54" pipeline paralleling E470/C470 from Arapahoe Road to the Quebec Pump Station.
 - 42" pipeline from the Quebec Pump Station along C470 to approximately ½ mile east of University.
- Detailed point of ownership changes are shown on Figures 2 through 6:
 - On figure 2 of 6 the ownership will change at the existing tee connecting to the ECCV Northern Pipeline.
 - On Figure 5 of 6 the ownership will change
 - at the butterfly valve as shown on the North Willows Wellfield Pipeline (valve is included in the pipeline sale)
 - At the Pump Station generally shown on Figure 5 of 6
 - On Figure 6 of 6 the ownership will change
 - At the Tee at the DWD/ECCV Western connection.
 - At 90 deg. Bend in pipeline

State Land Board Line

- The pipeline and associated appurtenances as generally shown on Figure 1 of 6
 - 36" pipeline from the State Land Board property line to the intersection of E470 and Arapahoe Road.
 - The West end of the pipeline is at the Tee with the Western Pipeline
- Detailed point of ownership changes are shown on Figures 3 and 4 of 6:
 - On Figure 3 of 6 the ownership will change at the tee with the Western Line.
 - On Figure 4 of 6 the ownership will change at the State Land Board Boundary.

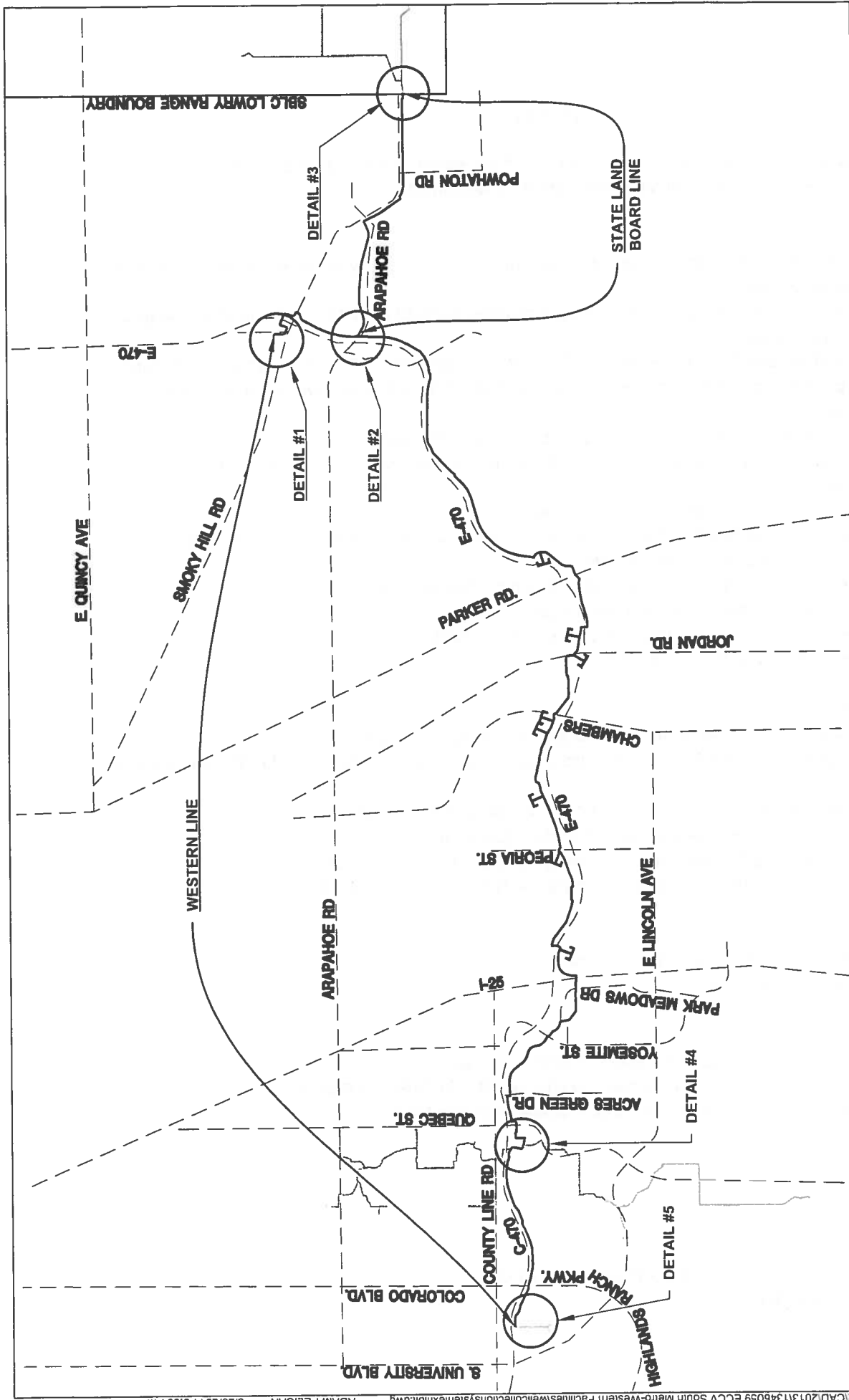
Retained Property

- Western pump station, Willows wells, well collection pipelines, storage tanks, University Tank Pipeline, and associated appurtenances.

University Tank Pipeline

- The pipeline and associated appurtenances as shown on Figure 6 of 6
 - North end is at the point of ownership change with the Western Pipeline
 - South end is at the tee with the ECCV retained Storage Tank

**PURCHASE AGREEMENT FOR THE
EAST CHERRY CREEK VALLEY WESTERN PIPELINE
AND STATE LAND BOARD PIPELINE**



LEGEND

- ROAD
- ACQUIRED ECCV PIPELINE
- REMAINING ECCV PIPELINES
- OUTLETS EXISTING

Kennedy/Jenks Consultants

**EAST CHERRY CREEK VALLEY/SOUTH METRO
PIPELINE DESCRIPTION
EAST CHERRY CREEK VALLEY MAP**

KJJ #1346059
FIGURE 1 OF 6

MAY 29, 2014

NO SCALE

ECCV DISTRICT OFFICE SITE
ECCV ZONE 2 RESERVOIRS

8 GUN CLUB RD

PROPOSED POINT OF
OWNERSHIP CHANGE TEE
WITH NORTHERN PIPELINE

8 VERSAILLES PKWY

8 MONROE HWY RD

30'

42'

42'

LEGEND

- ROAD
- ACQUIRED ECCV PIPELINE
- REMAINING ECCV PIPELINES
- HYDRANT
- METER/CONTROL VALVE



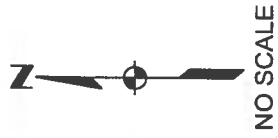
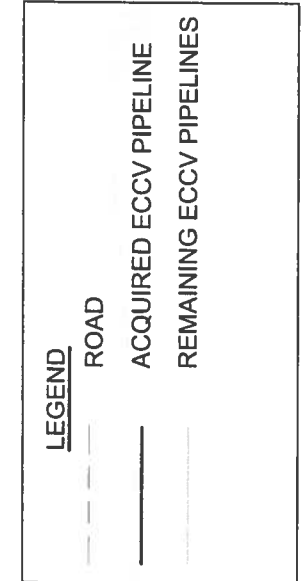
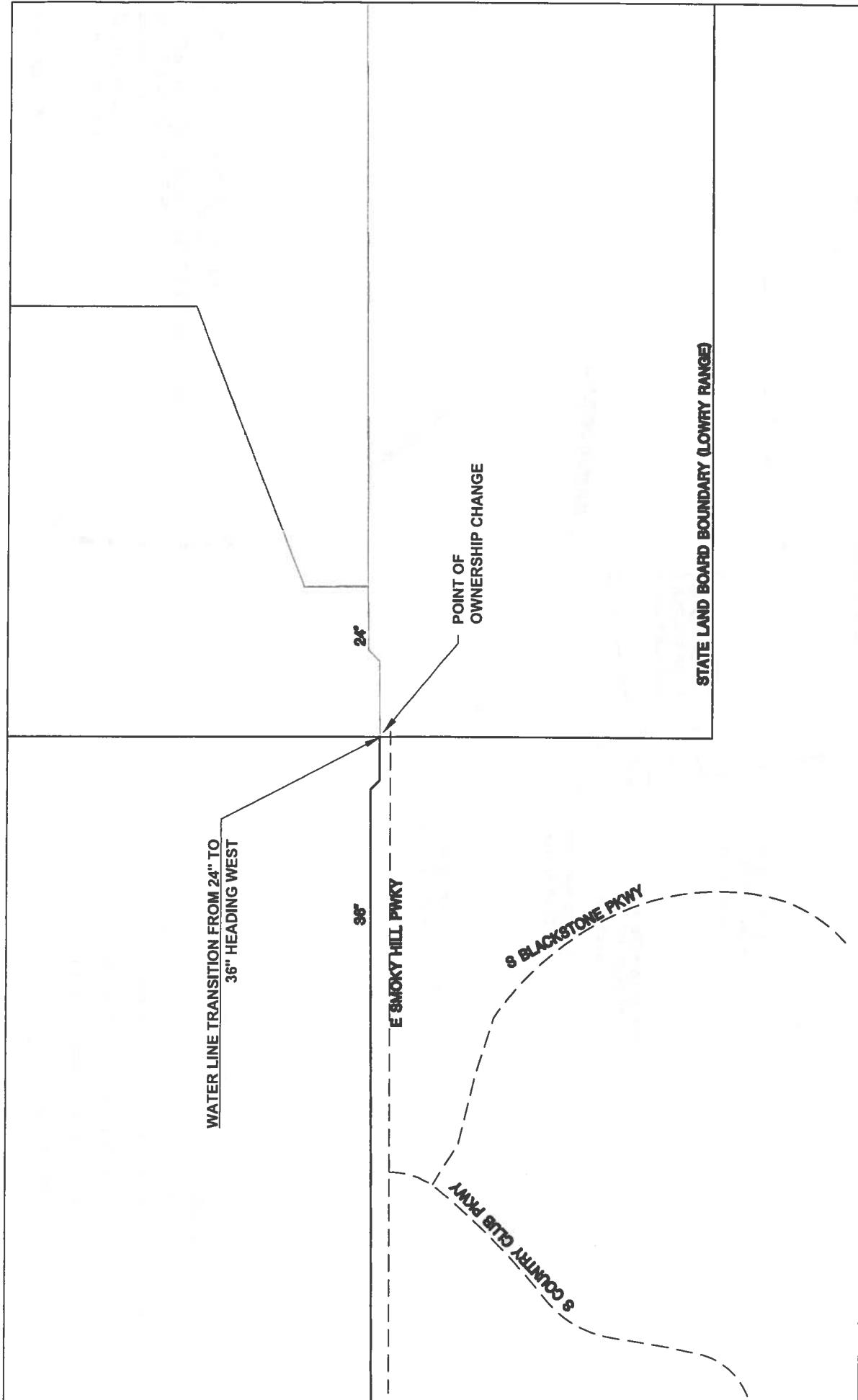
NO SCALE

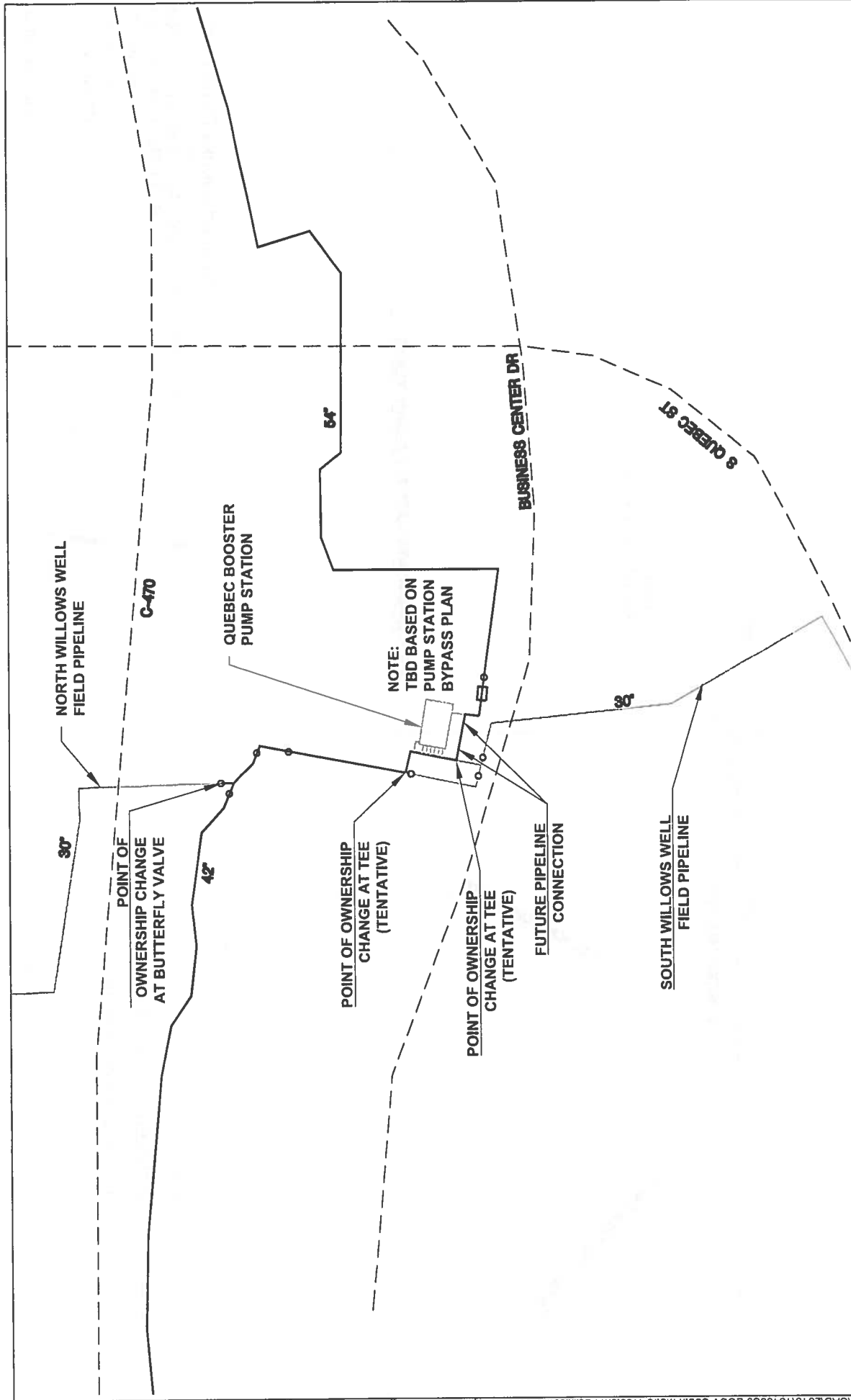
Kennedy/Jenks Consultants

EAST CHERRY CREEK VALLEY/SOUTH METRO
PIPELINE DESCRIPTION
DETAIL #1

K/J #1346059
FIGURE 2 OF 6

MAY 29, 2014





LEGEND

- ROAD
- ACQUIRED ECCV PIPELINE
- - - REMAINING ECCV PIPELINES
- o EXISTING BUTTERFLY VALVE
- EXISTING METER PIT

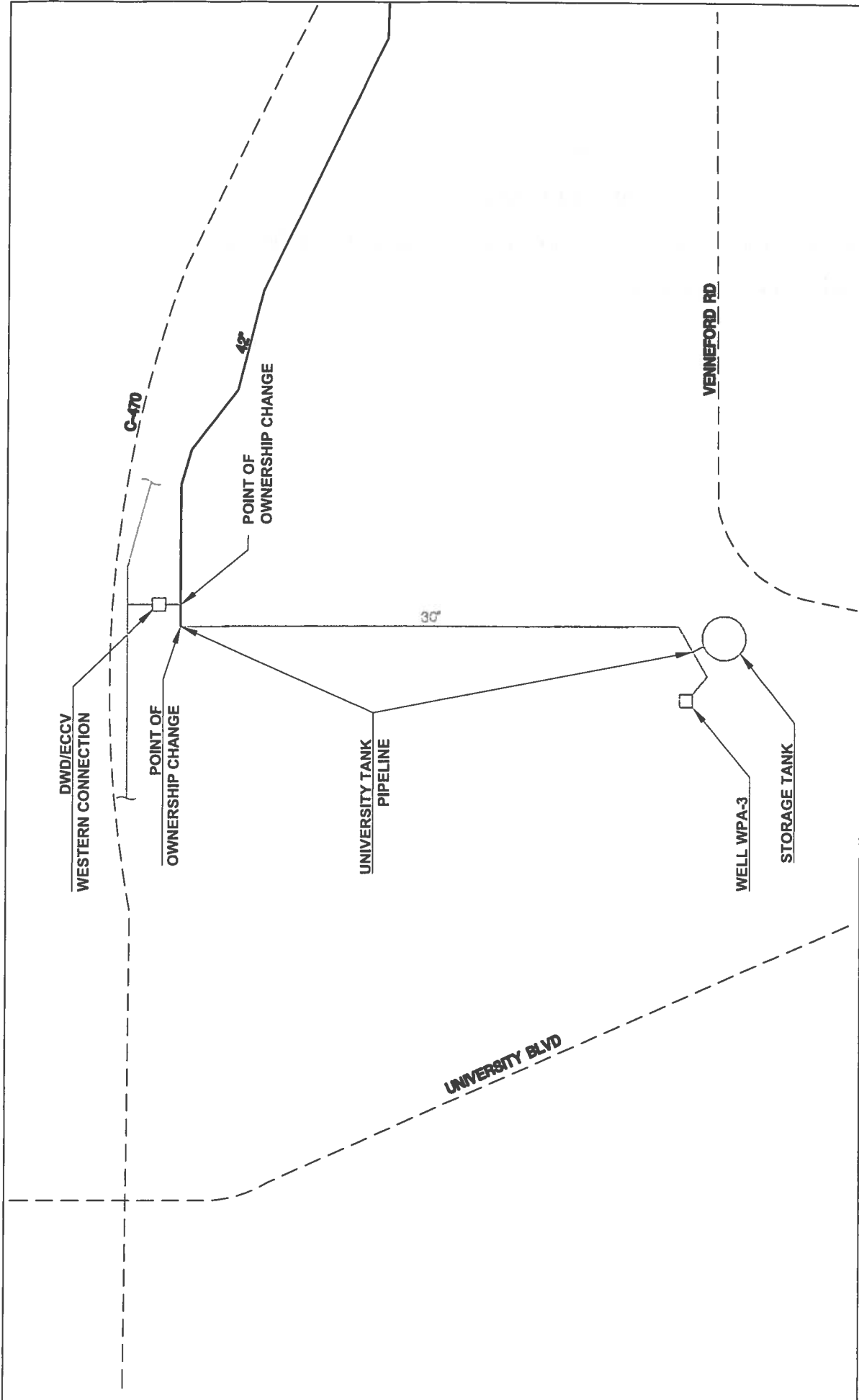
Kennedy/Jenks Consultants

EAST CHERRY CREEK VALLEY/SOUTH METRO
PIPELINE DESCRIPTION

DETAIL #4
K/J #1346059
FIGURE 5 OF 6

MAY 29, 2014

NO SCALE



LEGEND	
---	ROAD
—	ACQUIRED ECCV PIPELINE
- - -	REMAINING ECCV PIPELINES

NO SCALE

Kennedy/Jenks Consultants
 EAST CHERRY CREEK VALLEY/SOUTH METRO
 PIPELINE DESCRIPTION
 DETAIL #5
 K/J #1346059
 FIGURE 6 OF 6
 MAY 29, 2014

Exhibit E

ACWWA Use Rights

The cover page of the agreement referenced is attached. The full agreement is on file and available from SM WISE or ECCV upon request.

FIRST AMENDMENT TO MASTER IGA AND O&M AGREEMENT
(ECCV-ACWWA)

THIS FIRST AMENDMENT TO MASTER IGA AND O&M AGREEMENT ("Amendment") is made and entered into as of this 12th day of October, 2011, by and between the East Cherry Creek Valley Water and Sanitation District ("ECCV") and Arapahoe County Water and Wastewater Authority ("ACWWA"), collectively, the "Parties."

RECITALS

A. WHEREAS, ECCV, ACWWA, and United Water and Sanitation District ("United") entered into a certain Intergovernmental Agreement dated December 15, 2009 ("Master IGA"); and

B. WHEREAS, ECCV and ACWWA entered into a certain Agreement for Operations and Maintenance of the Northern Project dated December 15, 2009 ("O&M Agreement"); and

C. WHEREAS, ECCV and ACWWA desire to amend the Master IGA as it relates to ECCV and ACWWA (but not to United) and the O&M Agreement according to the terms hereof.

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and promises contained herein, ECCV and ACWWA agree as follows:

ARTICLE 1: MASTER IGA (CONVEYANCE, ACQUISITION, CONSTRUCTION)

1.1 Capitalized terms used in this Amendment, but not defined herein shall have the meanings provided in the Master IGA or O&M Agreement.

1.2 The Master IGA shall be amended by the addition of new subsections 6.12, 6.13, 6.14, 6.15, and 6.16 to read as follows:

6.12 Conveyance and Acquisition of ECCV Western Line Capacity. ACWWA hereby conveys and ECCV hereby acquires all of ACWWA's right, title, and interest that ACWWA previously acquired from the Compark Business Campus Metropolitan District in the ECCV Western Pipeline.

6.13 Lease of ECCV Western Line Capacity. As of the effective date of the Amendment, ECCV and ACWWA shall enter into the Pipeline Capacity Lease Agreement ("Lease") substantially in the form attached to the Amendment as Exhibit 1.

