

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
YARROW GARDENS METROPOLITAN DISTRICT**

**ACCEPTANCE RESOLUTION PURSUANT TO INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT**

(Alleys, Road, Storm Drain Mainline and Detention Pond)

WHEREAS, Yarrow Gardens Metropolitan District, in Jefferson County, State of Colorado (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District was formed for the purpose of designing, acquiring, constructing, installing, maintaining and financing water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection, and mosquito control, improvements, facilities and services within and without the boundaries of the District; subject to any limitations contained in the Service Plan for the District approved by the City Council of the City of Wheat Ridge on August 13, 2018 (the “**Service Plan**”); and

WHEREAS, in accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary to its functions or operations; and

WHEREAS, THB Westridge, LLC (the “**Developer**”), successor in interest to TH Yarrow Gardens, LLC, and the District are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated December 7, 2018 (the “**Acquisition Agreement**”), which sets forth the procedures for documenting and accepting Public Improvements that may be lawfully accepted by the District; and

WHEREAS, the Developer has constructed, or caused others to construct, certain public alleyway improvements identified in **Exhibit A**, attached hereto, that the Developer is requesting that the District accept (the “**District Improvements**”); and

WHEREAS, the Acquisition Agreement requires that certain documentation be provided to the District in order to, *inter alia*, allow the District to acquire the District Improvements; and

WHEREAS, pursuant to the terms of the Acquisition Agreement, the Developer has furnished copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from suppliers and contractors; copies of as-built drawings for the District Improvements; relevant test results; and evidence that any and all real property interests necessary to permit the District’s use and occupancy of the District Improvements have been granted, or has assured the District that such instruments will be executed to satisfy this requirement (collectively, the “**Required Documentation**”); and

WHEREAS, Noah J. Nemmers has inspected the District Improvements for compliance with applicable design and construction standards, reviewed all supporting material, and issued an engineer's certification in form, and content/substance reasonably acceptable to the District stating that the District Improvements are fit for their intended purpose, and that they (or their individual components and/or subsystems, if applicable) were constructed substantially in accordance with their design (the "**Engineer's Design Certification**") attached hereto as **Exhibit B**; and

WHEREAS, Independent District Engineering Services, LLC ("**IDES**") has reviewed the certain documentation it deemed relevant and provided Infrastructure Acquisition Report No. 1, dated March, 2020 (the "**District Engineer's Certification**"), which is attached hereto as **Exhibit C**; and

WHEREAS, Simmons & Wheeler, P.C. (the "**District Accountant**") has also reviewed the Required Documentation to substantiate the amount of District Eligible Costs, as defined in the Acquisition Agreement, and the District Accountant has advised the Board that certain of the costs submitted by the Developer are reasonable and appropriate and related to the District Improvements authorized and contemplated under the terms of the Service Plan and Acquisition Agreement and are therefore eligible for reimbursement by the District; and

WHEREAS, the Board has reviewed the District Improvements, the Engineer's Design Certification, the District Engineer's Certification and other information as deemed necessary and appropriate, and has determined that the best interests of the District, its residents, users, and property owners would be served by the District acquiring the District Improvements, as set forth in this Acceptance Resolution; and

WHEREAS, the District desires to acquire the District Improvements, in accordance with the Acquisition Agreement.

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

1. The above recitals and the exhibits are hereby incorporated into this Resolution as if fully set forth herein.

2. Acknowledgement of Documents Received Related to Public Infrastructure. As provided in Section 3.c. of the Acquisition Agreement, the Board hereby acknowledges satisfaction of the requirements set forth in Section 2.b. of the Acquisition Agreement and hereby adopts this Acceptance Resolution.

3. Acceptance. This Acceptance Resolution shall evidence the District's acceptance and acquisition of the District Improvements, in accordance with the Acquisition Agreement.


4. Warranty. The District has entered into a Warranty Agreement with the District, attached hereto as **Exhibit D**, under which the Developer has agreed to guarantee the Public Improvements to be free from defects in workmanship and materials for a period of one year following the execution of the Warranty Agreement, for landscaping improvements, and a period of two years following the execution of the Warranty Agreement, for any other improvements, as set forth in Section 2.b.xiii. of the Acquisition Agreement.

5. Acquisition of District Improvements. The Board hereby approves the acquisition of the District Improvements. Concurrent with the adoption of this Acceptance Resolution, a Bill of Sale in form and substance acceptable to the District, in its reasonable discretion, has been executed and attached hereto as **Exhibit E**. In addition to the adoption of this Resolution, the Developer shall deed certain real property to the District through a Special Warranty Deed. A copy of the Special Warranty Deed is attached hereto as **Exhibit F**.

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

ADOPTED this 10th day of March, 2020.

**YARROW GARDENS METROPOLITAN
DISTRICT**



Officer of the District


ATTEST:



Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

EXHIBIT A
(District Improvements)

Detention pond improvements, landscaping improvements, and retaining wall improvements located in Tract A, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Alleyway improvements located in Tracts D, E and H, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Roadway improvements, including pavement, curb and gutter, sidewalks and lighting improvements, located in Tract F, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Storm drainage mainline and related storm drainage improvements located in and on Tracts A, C, E and H, and Lots 10-18, Block 5, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

EXHIBIT B
(Engineer's Design Certification)

ENGINEER'S CERTIFICATION

I, NOAH J NEMMERS, being first duly sworn on oath, depose and say as follows:

1. That I am an engineer duly qualified to issue a professional opinion respecting the costs of the public improvements described in **Appendix A** attached hereto, which have been constructed and are proposed to be acquired by the Yarrow Gardens Metropolitan District (the "**District**") pursuant to that certain Infrastructure Acquisition and Reimbursement Agreement dated as of December 7, 2018 (the "Acceptance and Acquisition Resolution").

2. That I have inspected or otherwise examined the improvements described in **Exhibit A** attached hereto (the "**Public Infrastructure**") for compliance with applicable design and construction standards, and have reviewed all supporting invoices and other materials.

3. That I found the Public Improvements to be constructed substantially in accordance with their design and fit for their intended purpose.

By: [Signature]

Printed Name: NOAH J NEMMERS

Date: 3.6.20



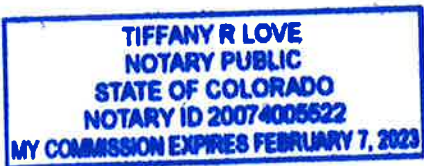
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

Subscribed and sworn to before me this 6th day of March, 2020, by Noah J Nemmers as an engineer for Baseline Engineering Corp

My Commission expires: 02/07/2023

Witness my hand and official seal.

[Signature]
Notary Public



**APPENDIX A
TO ENGINEER'S CERTIFICATION
(Public Infrastructure)**

CONSTRUCTION CONTROL PLAN YARROW GARDENS SUBDIVISION

LOCATED IN SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 69 WEST
OF THE 6th PRINCIPAL MERIDIAN
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
--- 81 ---	— 81 —	MINOR CONTOUR (1' INTERVAL)
--- 5280 ---	— 5280 —	MAJOR CONTOUR (5' INTERVAL)
— — — — —	— — — — —	PROPERTY BOUNDARY
PROPOSED SYMBOLS		
→		FLOW DIRECTION
○ 5422.08		SPOT ELEVATION

CONSTRUCTION CONTROL PLAN LEGEND

AB = AS-BUILT
FL = FLOWLINE
BOW = BOTTOM OF WALL
TOW = TOP OF WALL
TOR = TOP OF ADA RAMP
BOR = BOTTOM OF ADA RAMP



VICINITY MAP
1" = 500'

Sheet List Table

SHEET NUMBER	SHEET TITLE
CP01	COVERSHEET
CP02	OVERALL CONSTRUCTION CONTROL PLAN
CP03	DETAIL CONTROL SHEET
CP04	DETAIL CONTROL SHEET
CP05	DETAIL CONTROL SHEET
CP06	DETAIL CONTROL SHEET
CP07	DETAIL CONTROL SHEET
CP08	DETAIL CONTROL SHEET



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DESIGNED BY	MLL
DRAWN BY	MRA
CHECKED BY	MLL

REVISION DESCRIPTION	DATE	PREPARED BY
CITY COMMENTS	07/19/19	MLL
AS-BUILT JUNE 2019	05/29/19	WAC
AS-BUILT JULY 2019	06/12/19	MRR
AS-BUILT AUGUST 2019	07/17/19	MRR
AS-BUILT DECEMBER 2019	08/26/19	MRR
AS-BUILT DECEMBER 2019	12/02/19	MRR



Know what's below.
Call before you dig.

YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
COVERSHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4"
BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE AS-BUILT ("AB") ELEVATIONS AND DISTANCES FOR THE SUBJECT PROPERTY AS DEPICTED HEREIN HAVE BEEN MEASURED BY ME OR DIRECTLY UNDER MY SUPERVISION.

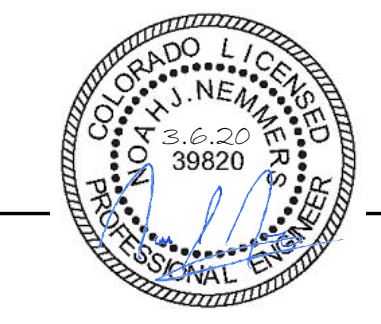
DATE(S) OF FIELD WORK:

ARCHITECT STATEMENT

I HEREBY ACKNOWLEDGE THAT THE "DESIGN" FINISHED FLOOR BUILDING ELEVATIONS AND SETBACK DISTANCES SHOWN ON THIS PLAN ARE CONSISTENT WITH THE BUILDING PLANS AS DESIGNED BY ME OR UNDER MY DIRECT SUPERVISION.

ENGINEER STATEMENT

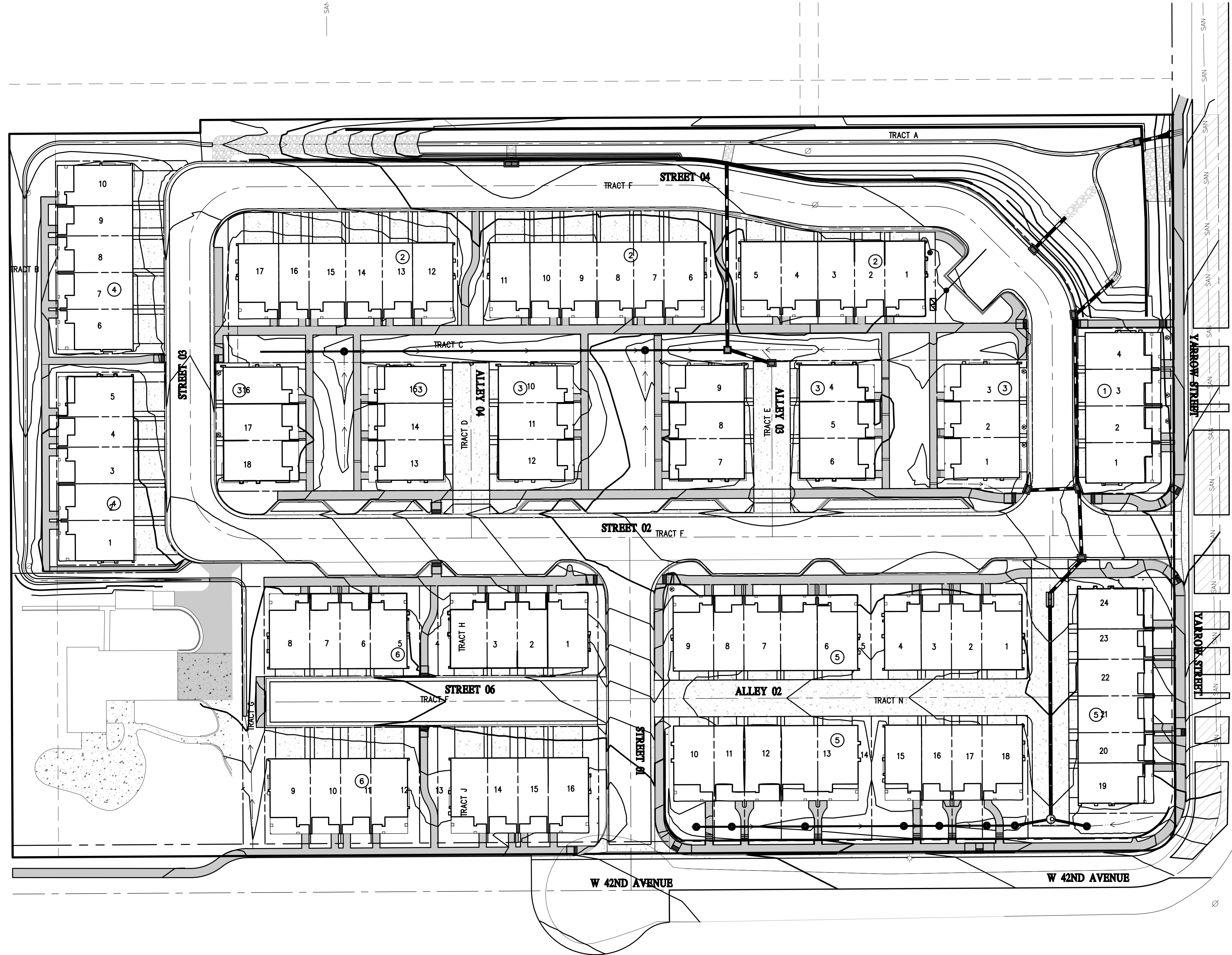
I HEREBY ACKNOWLEDGE THAT THE "DESIGN" ELEVATIONS SHOWN ON THIS PLAN ARE CONSISTENT WITH THE CIVIL CONSTRUCTION PLANS AS DESIGNED BY ME OR UNDER MY DIRECT SUPERVISION.



FOR AND ON BEHALF OF	01/18/19
INITIAL SUBMITTAL	01/18/19
DRAWING SIZE	24" X 36"
SURVEY FIRM	08/01/17
BASELINE	
JOB NO.	co3285a
DRAWING NAME	3285a Construction Control Plan.dwg
SHEET	1 OF 8

CP01

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LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
--- 81 ---	— 81 —	MINOR CONTOUR (1' INTERVAL)
--- 5280 ---	— 5280 —	MAJOR CONTOUR (5' INTERVAL)
---	---	PROPERTY BOUNDARY

PROPOSED SYMBOLS	
➔	FLOW DIRECTION
○ 522.85	SPOT ELEVATION

CONSTRUCTION CONTROL PLAN LEGEND

- AB = AS-BUILT
- FL = FLOWLINE
- BOW = BOTTOM OF WALL
- TOW = TOP OF WALL
- TOR = TOP OF ADA RAMP
- BOR = BOTTOM OF ADA RAMP

DESIGNED BY	DATE
MLL	07/19/19

PREPARED BY	DATE
MLL	05/29/19
WAC	06/12/19
MR	07/17/19
MR	08/26/19
MR	12/02/19

REVISION DESCRIPTION	DATE
CITY COMMENTS	07/19/19
LOT 17 & TRACT C REVISIONS	05/29/19
AS-BUILT JUNE 2019	06/12/19
AS-BUILT JULY 2019	07/17/19
AS-BUILT AUGUST 2019	08/26/19
AS-BUILT DECEMBER 2019	12/02/19

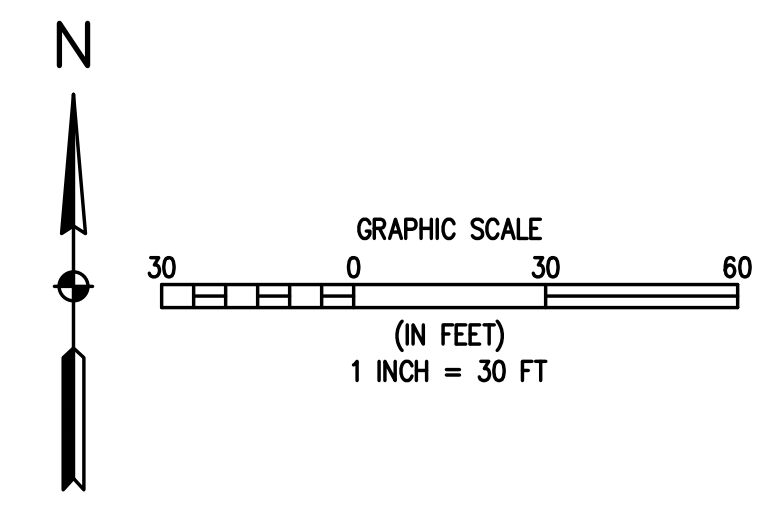


Know what's below. Call before you dig.

YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
 OVERALL CONSTRUCTION CONTROL PLAN

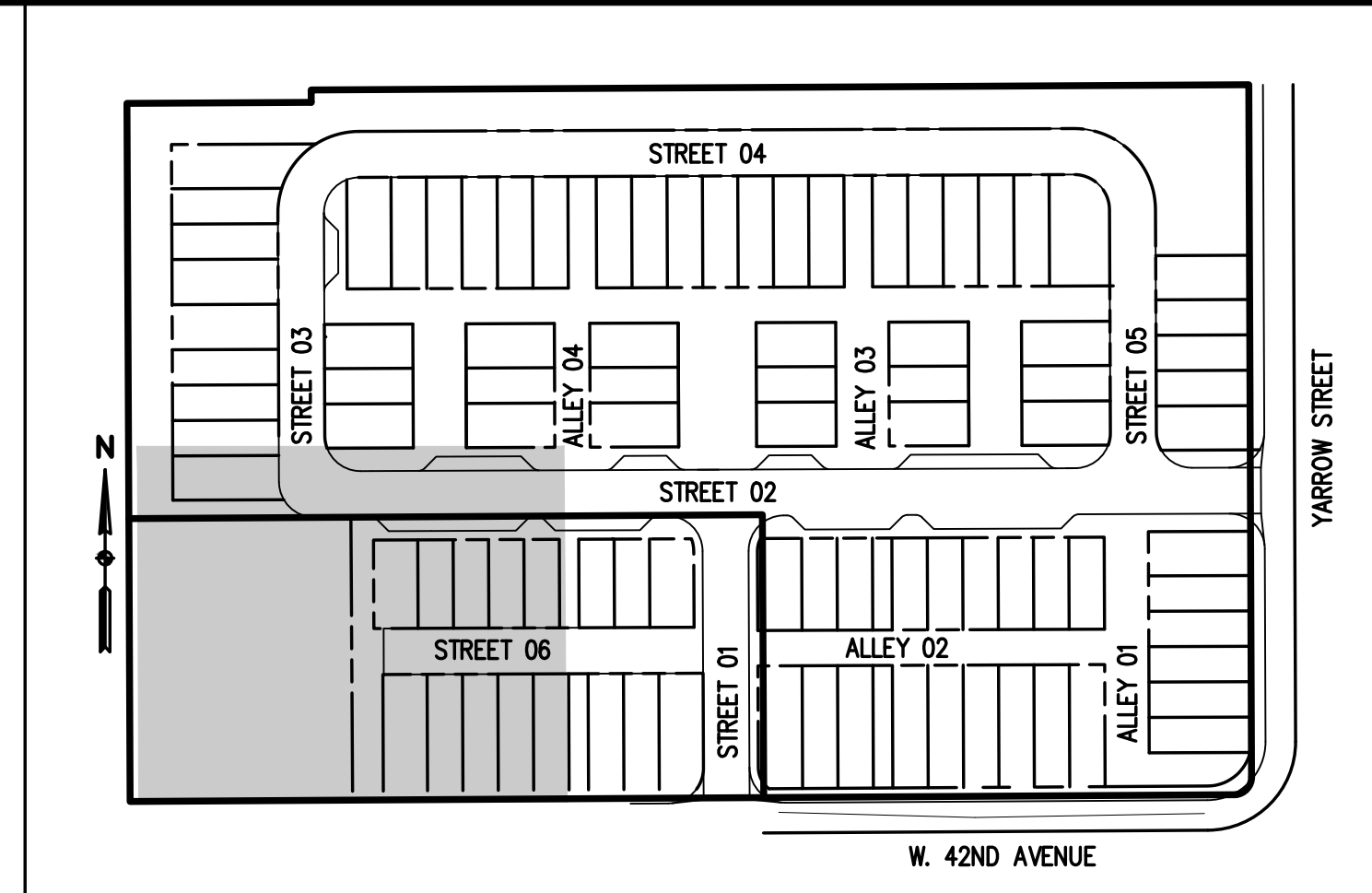
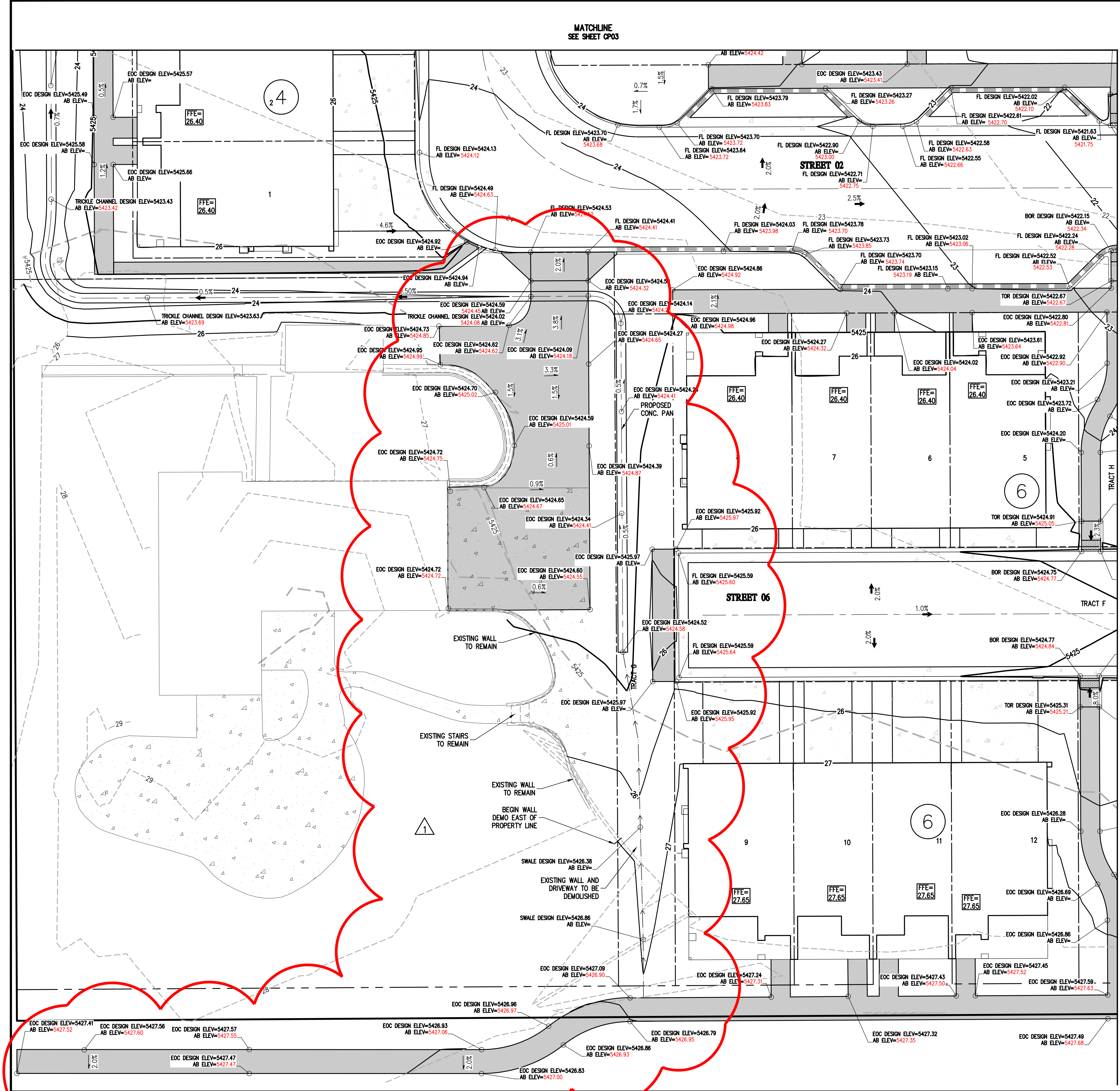
BENCHMARK
 CITY OF WHEAT RIDGE
 POINT NO. 15709,
 BEING A 3-1/4"
 BRASS CAP,
 PUBLISHED ELEVATION
 = 5447.48 FT.

PREPARED UNDER THE DIRECT SUPERVISION OF



FOR AND ON BEHALF OF BASELINE CORPORATION	
INITIAL SUBMITTAL	01/18/19
DRAWING SIZE	24" X 36"
SURVEY FIRM	SURVEY DATE
BASELINE	08/01/17
JOB NO.	co3285a
DRAWING NAME	3285a Construction Control Plan.dwg
SHEET	2 OF 8

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LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
81	81	MINOR CONTOUR (1' INTERVAL)
5280	5280	MAJOR CONTOUR (5' INTERVAL)
		PROPERTY BOUNDARY

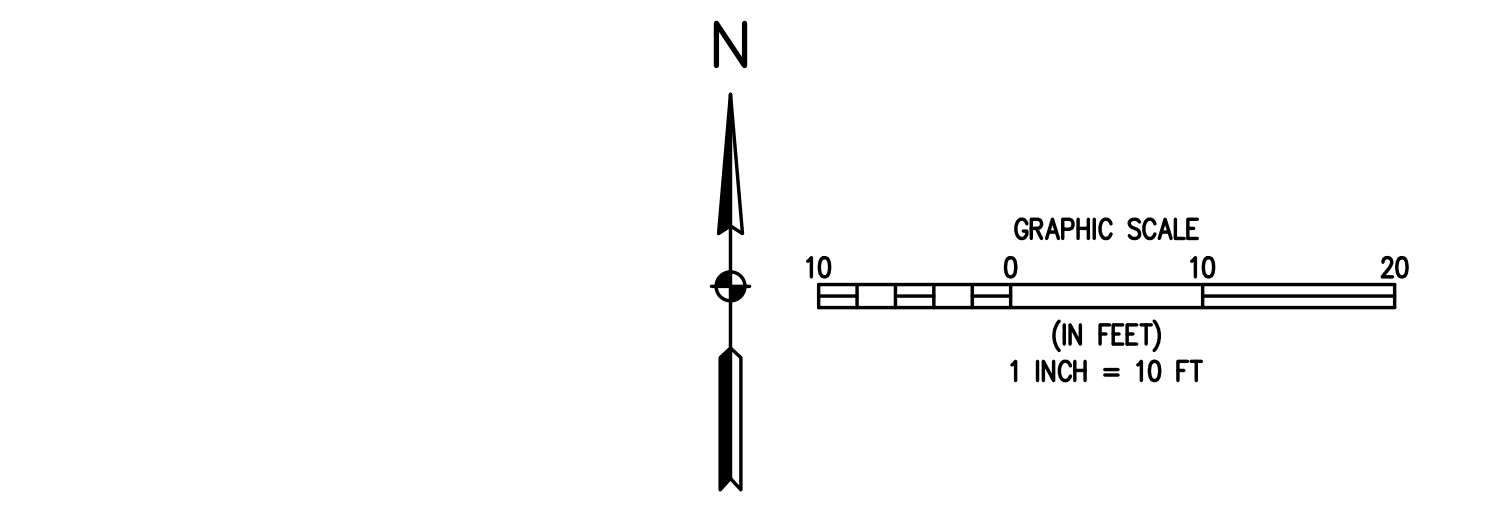
PROPOSED SYMBOLS

- FLOW DIRECTION
- 5423.86 SPOT ELEVATION

CONSTRUCTION CONTROL PLAN LEGEND

- AB = AS-BUILT
- FL = FLOWLINE
- BOW = BOTTOM OF WALL
- TOW = TOP OF WALL
- TOR = TOP OF ADA RAMP
- BOR = BOTTOM OF ADA RAMP

MATCHLINE
SEE SHEET CPO6



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REVISION DESCRIPTION	DATE	PREPARED BY	DATE
CITY COMMENTS	07/19/19	MLL	07/19/19
LOT 17 & TRACT G REVISIONS	05/29/19	MLL	05/29/19
AS-BUILT JUNE 2019	06/12/19	WAC	06/12/19
AS-BUILT JULY 2019	07/17/19	MBR	07/17/19
AS-BUILT AUGUST 2019	08/26/19	MBR	08/26/19
AS-BUILT DECEMBER 2019	12/02/19	MBR	12/02/19

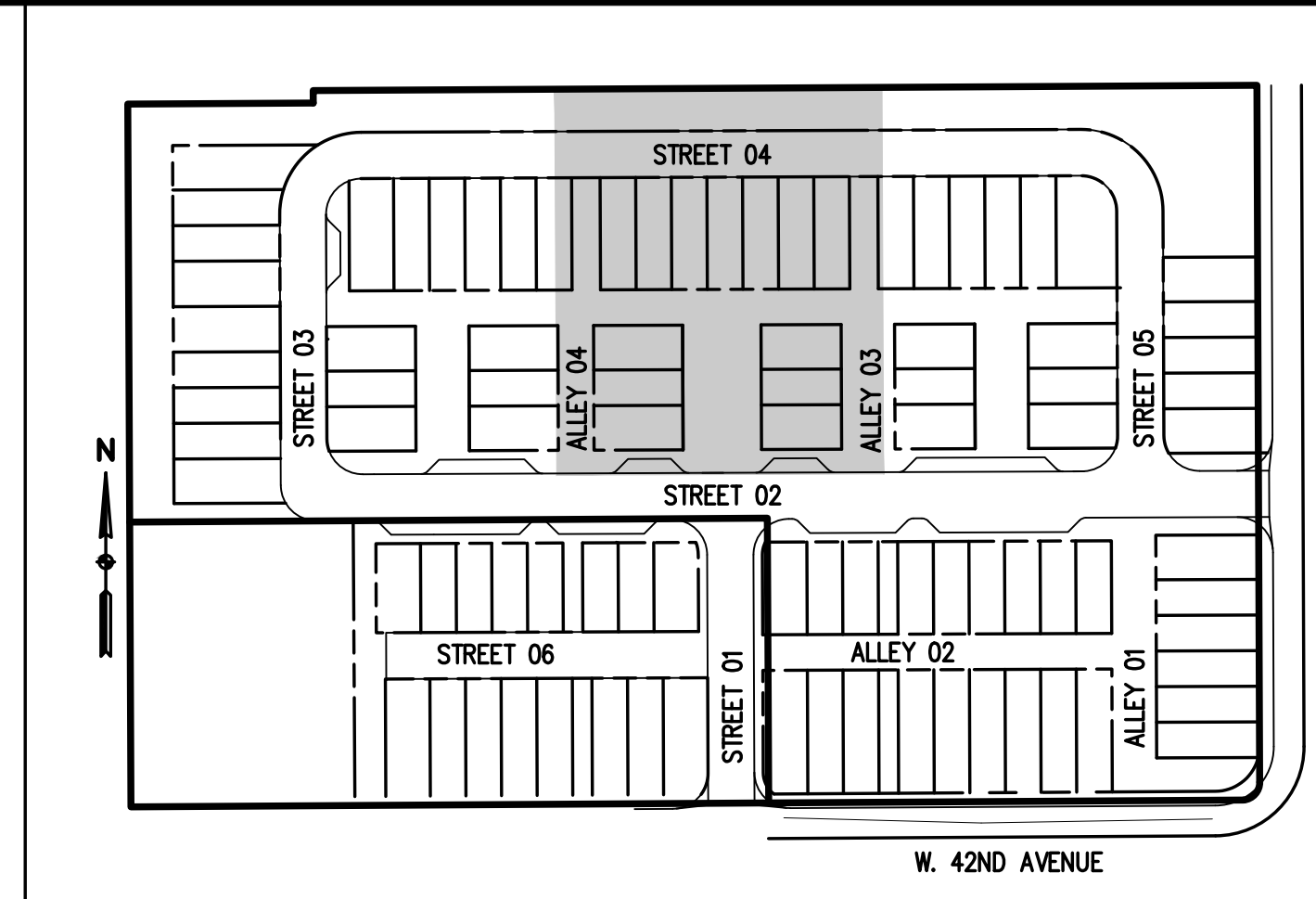
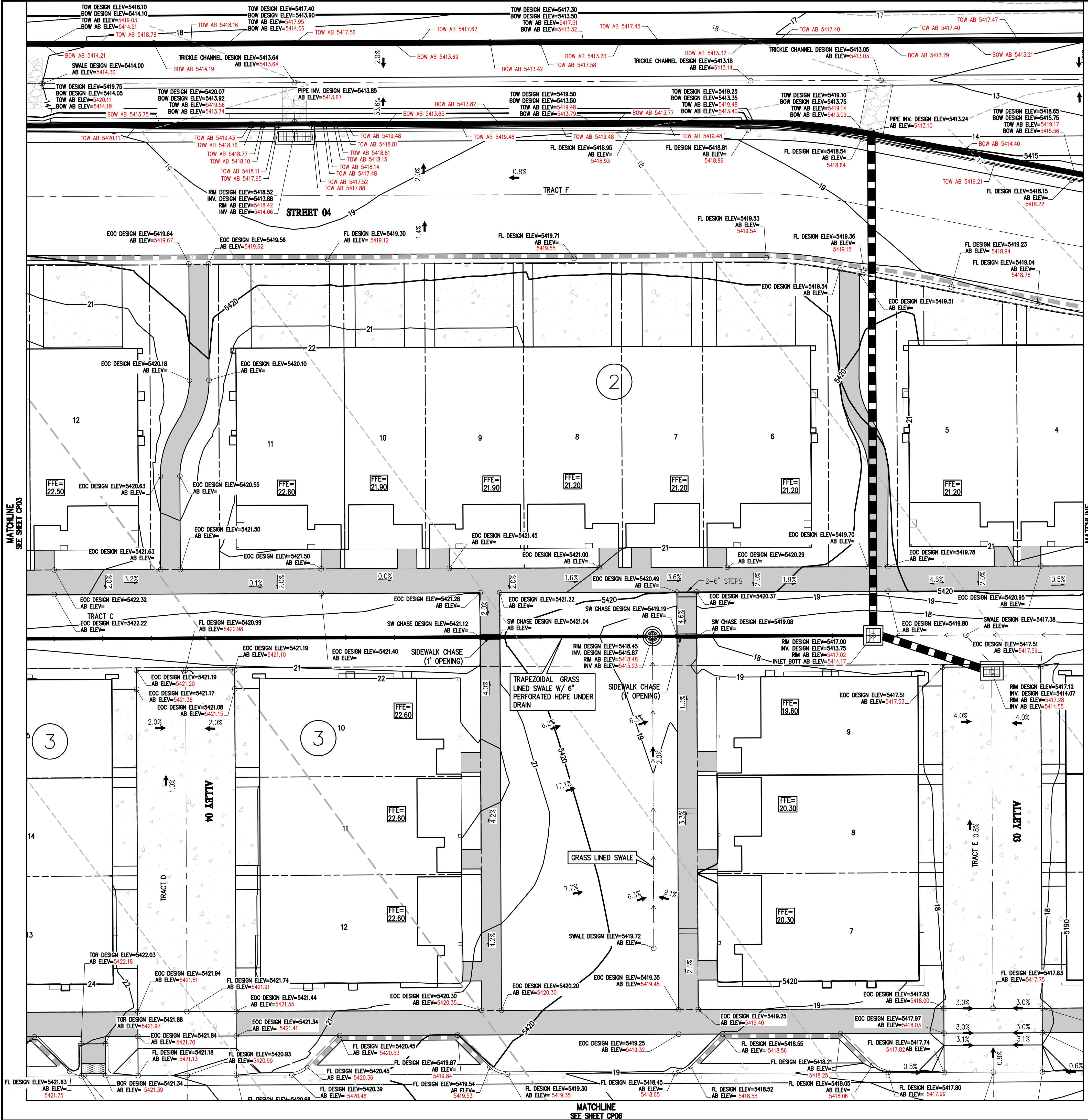
YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4"
BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

FOR AND ON BEHALF OF
BASELINE CORPORATION
INITIAL SUBMITTAL 01/18/19
DRAWING SIZE 24" X 36"
SURVEY FIRM SURVEY DATE
BASELINE 08/01/17
JOB NO. co3285a
DRAWING NAME
3285a Construction Control Plan.dwg
SHEET 4 OF 8

CPO4

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LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
81	81	MINOR CONTOUR (1' INTERVAL)
5280	5280	MAJOR CONTOUR (5' INTERVAL)
		PROPERTY BOUNDARY

PROPOSED SYMBOLS

- FLOW DIRECTION
- SPOT ELEVATION

CONSTRUCTION CONTROL PLAN LEGEND

- AB = AS-BUILT
- FL = FLOWLINE
- BOW = BOTTOM OF WALL
- TOW = TOP OF WALL
- TOR = TOP OF ADA RAMP
- BOR = BOTTOM OF ADA RAMP

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MLL	07/19/19

PREPARED BY	DATE
MLL	05/29/19
WAC	06/12/19
MR	07/17/19
MR	08/26/19
MR	12/02/19

REVISION DESCRIPTION	DATE
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AS-BUILT JULY 2019	07/17/19
AS-BUILT AUGUST 2019	08/26/19
AS-BUILT DECEMBER 2019	12/02/19

811
Know what's below.
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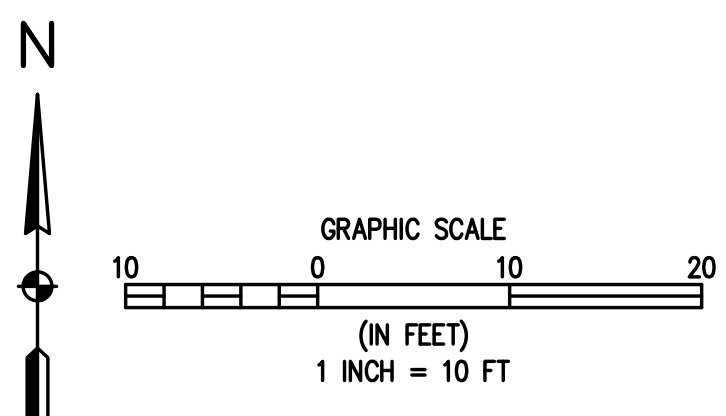
YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4" BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

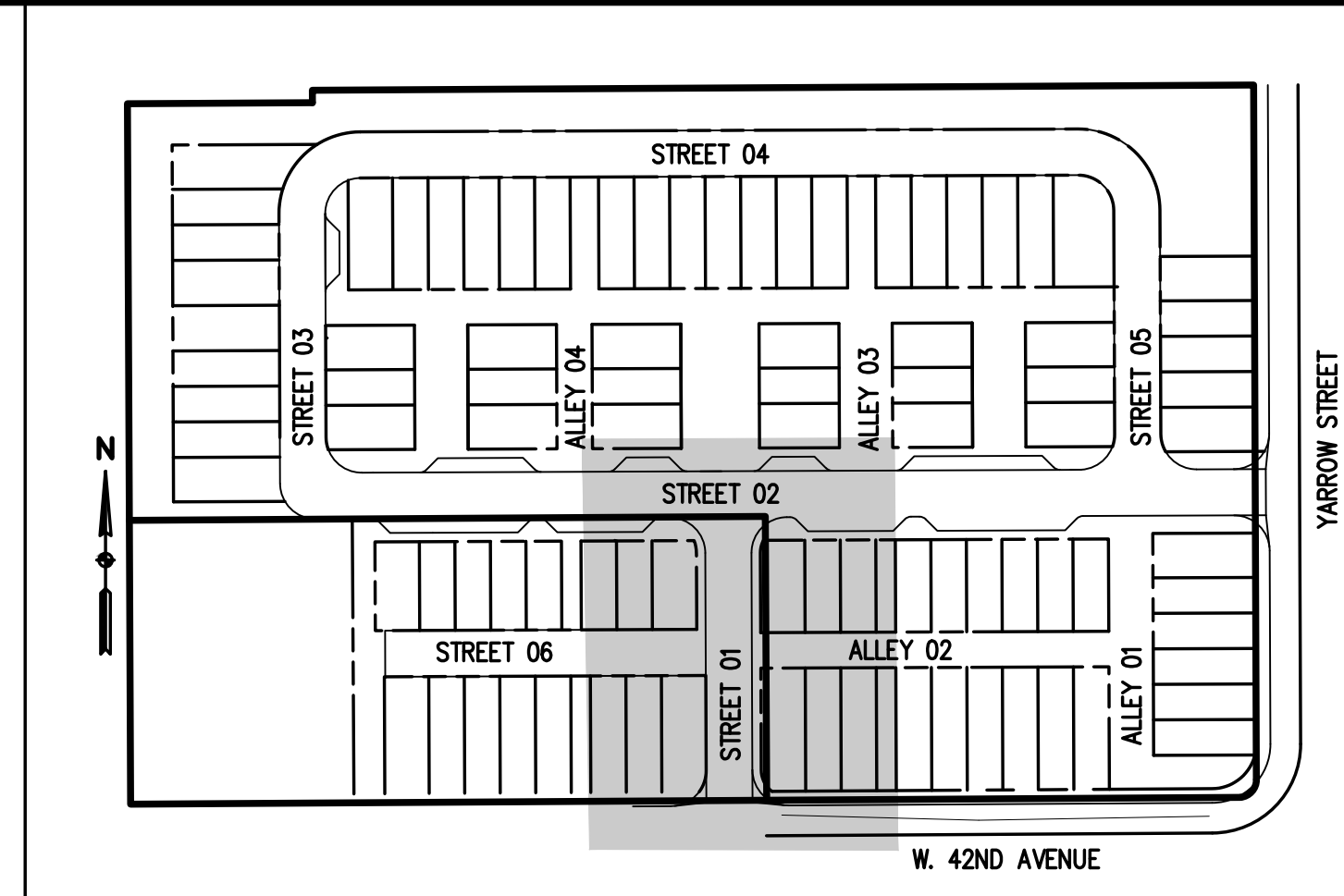
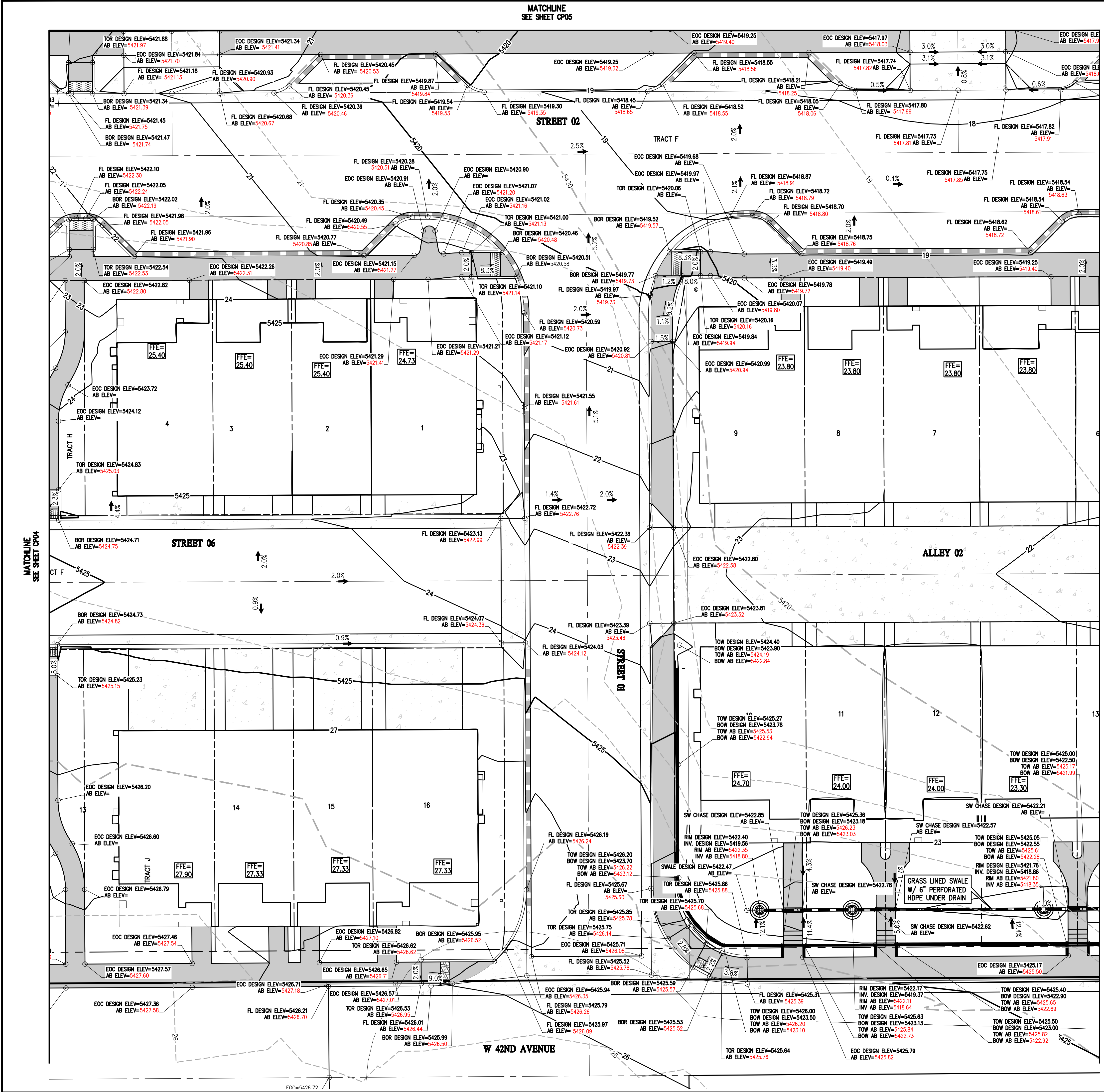
FOR AND ON BEHALF OF
BASELINE CORPORATION

INITIAL SUBMITTAL	01/18/19
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SURVEY FIRM	08/01/17
JOB NO.	c03285a
DRAWING NAME	3285a Construction Control Plan.dwg
SHEET	5 OF 8

CP05



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LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
81	81	MINOR CONTOUR (1' INTERVAL)
5280	5280	MAJOR CONTOUR (5' INTERVAL)
		PROPERTY BOUNDARY

PROPOSED SYMBOLS

- FLOW DIRECTION
- SPOT ELEVATION

CONSTRUCTION CONTROL PLAN LEGEND

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CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4"
BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

FOR AND ON BEHALF OF
BASELINE CORPORATION

INITIAL SUBMITTAL 01/18/19
DRAWING SIZE 24" X 36"
SURVEY METHOD SURVEY DATE
BASELINE 08/01/17
JOB NO. co3285a
DRAWING NAME
3285a Construction Control Plan.dwg
SHEET 6 OF 8

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DATE 07/19/19
PREPARED BY MLL
REVISION DESCRIPTION
CITY COMMENTS
LOT 17 & TRACT G REVISIONS
AS-BUILT JUNE 2019
AS-BUILT JULY 2019
AS-BUILT AUGUST 2019
AS-BUILT DECEMBER 2019
DATE 05/29/19
DRAWN BY MIRA
DATE 06/12/19
CHECKED BY MIRA
DATE 07/17/19
DATE 08/26/19
DATE 12/02/19

GRAPHIC SCALE
10 0 10 20
(IN FEET)
1 INCH = 10 FT

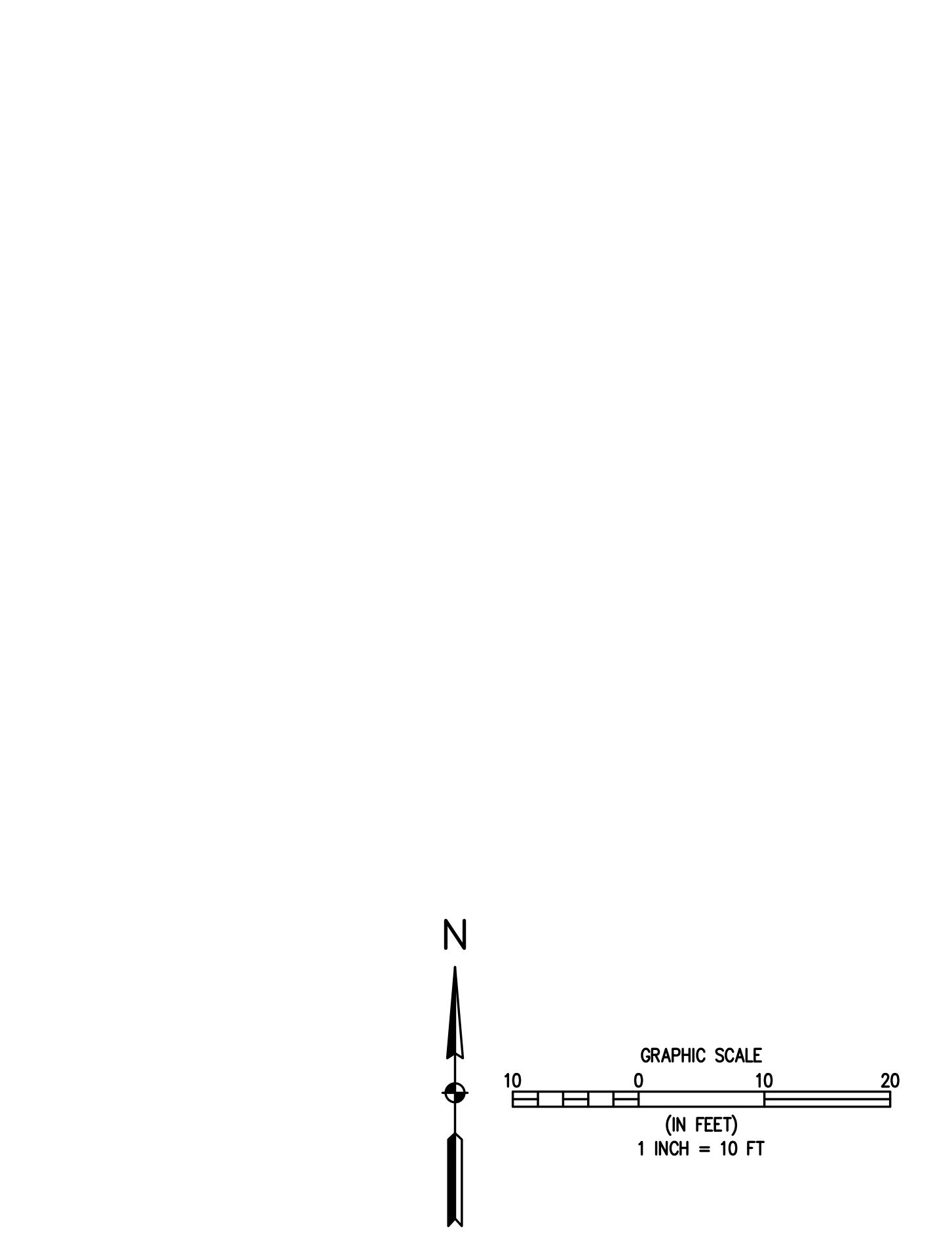
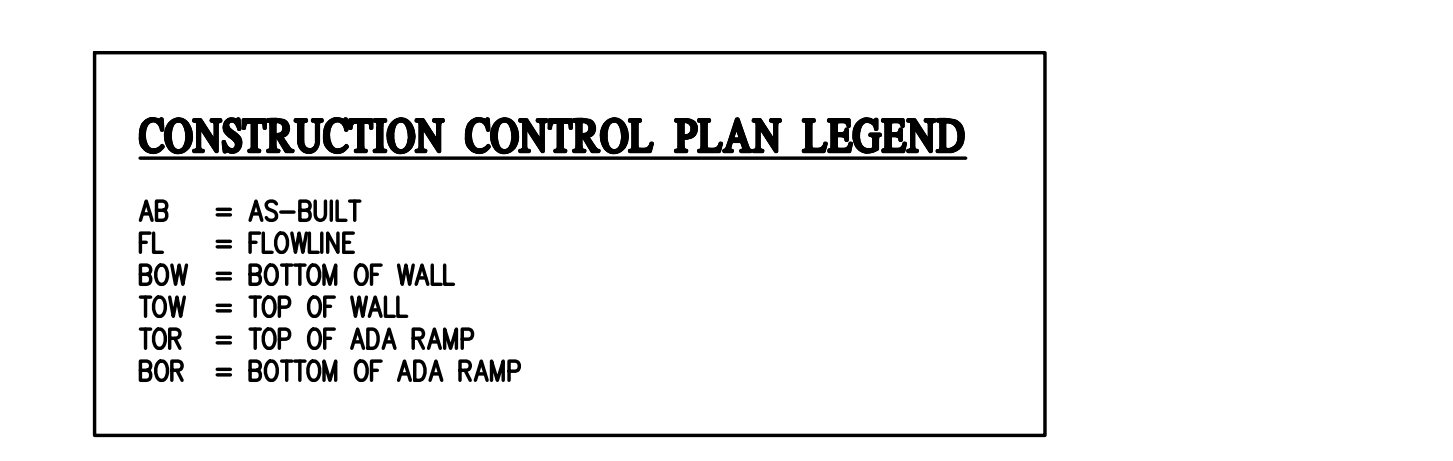
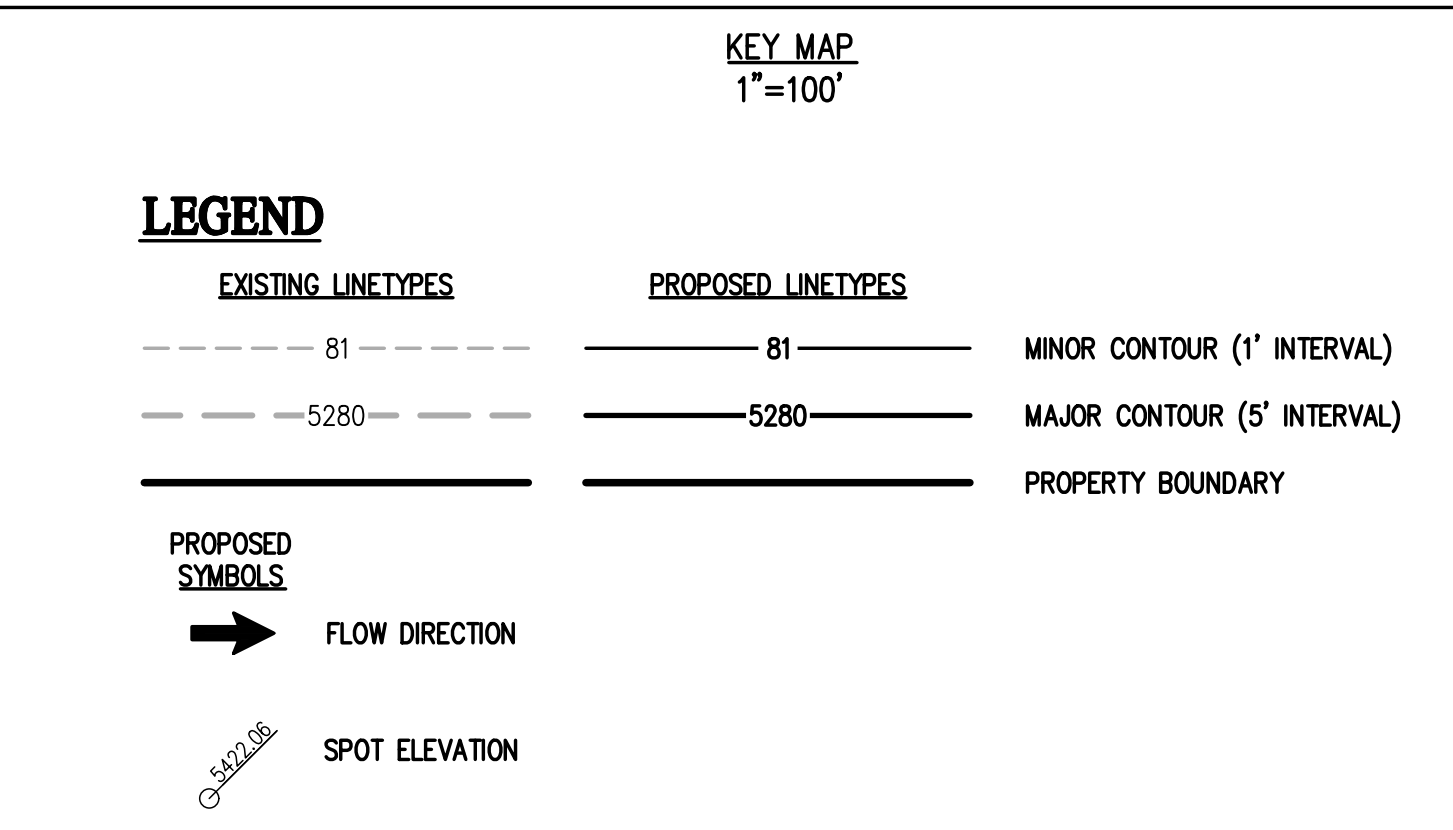
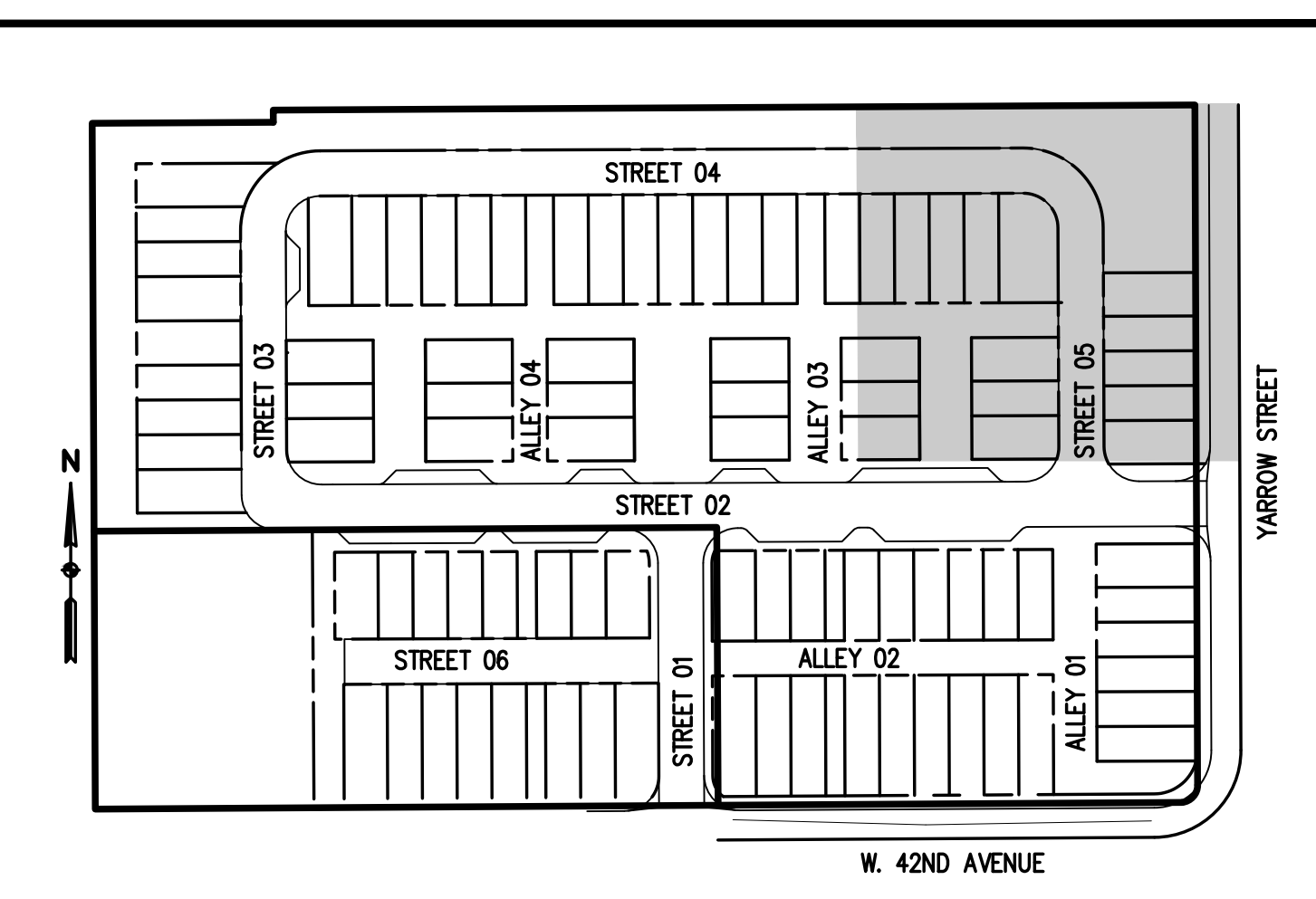
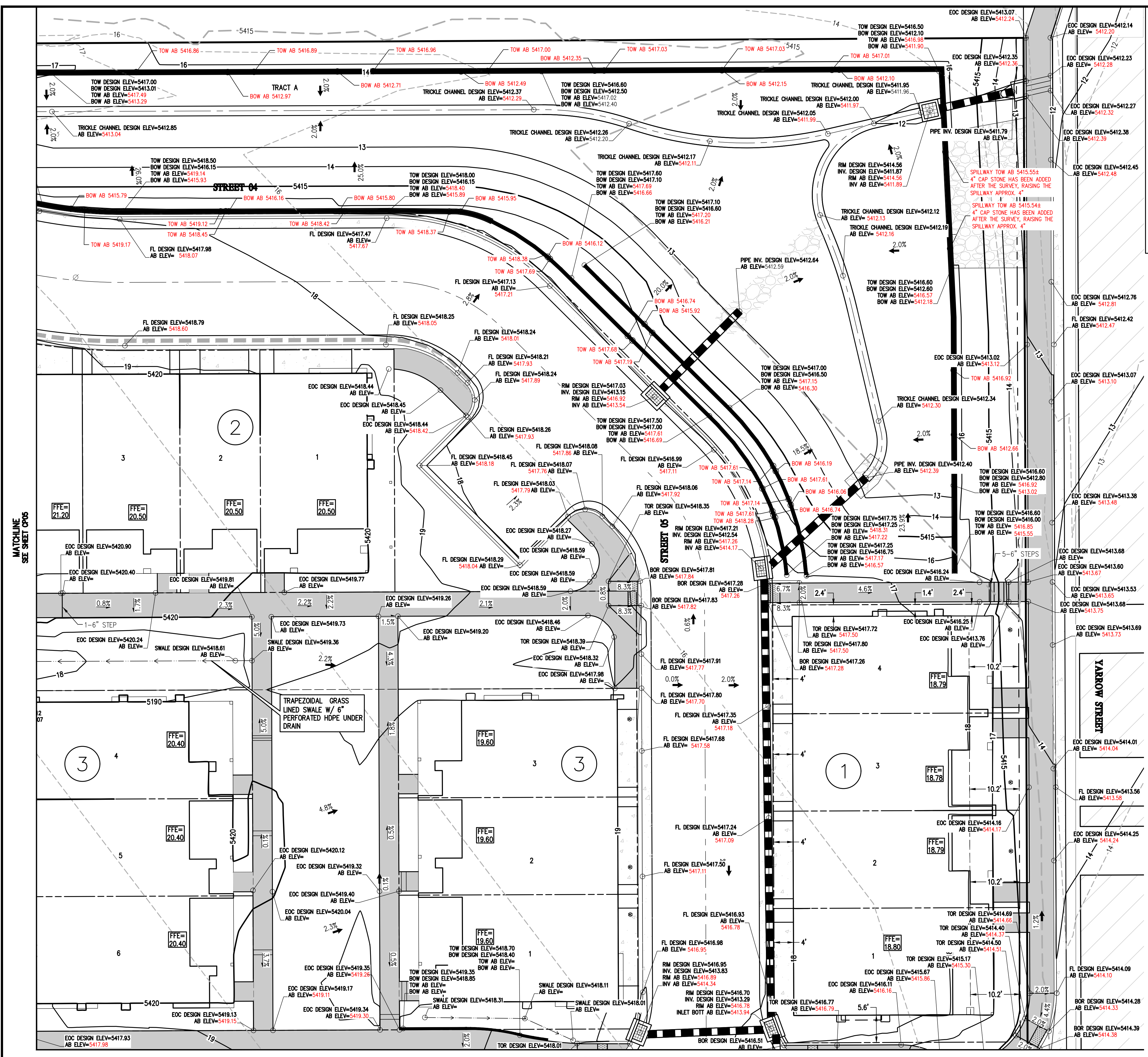
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YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

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DESIGNED BY	DATE
MLL	07/19/19
MLL	05/29/19
WAC	06/12/19
MJR	07/17/19
MJR	08/26/19
MJR	12/02/19

811
Know what's below.
Call before you dig.

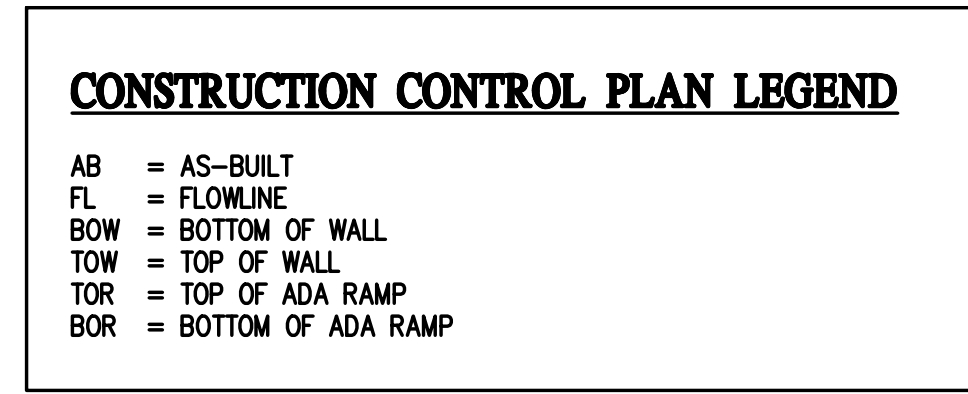
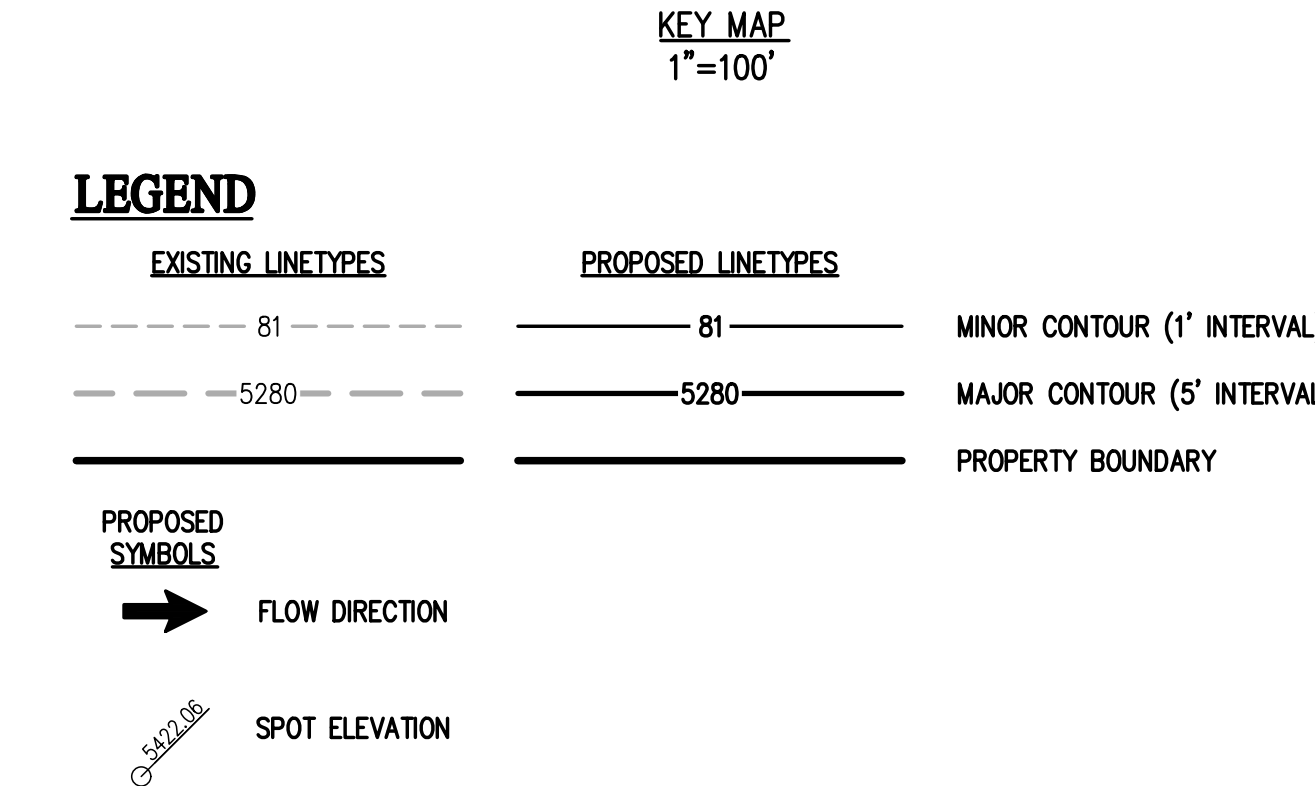
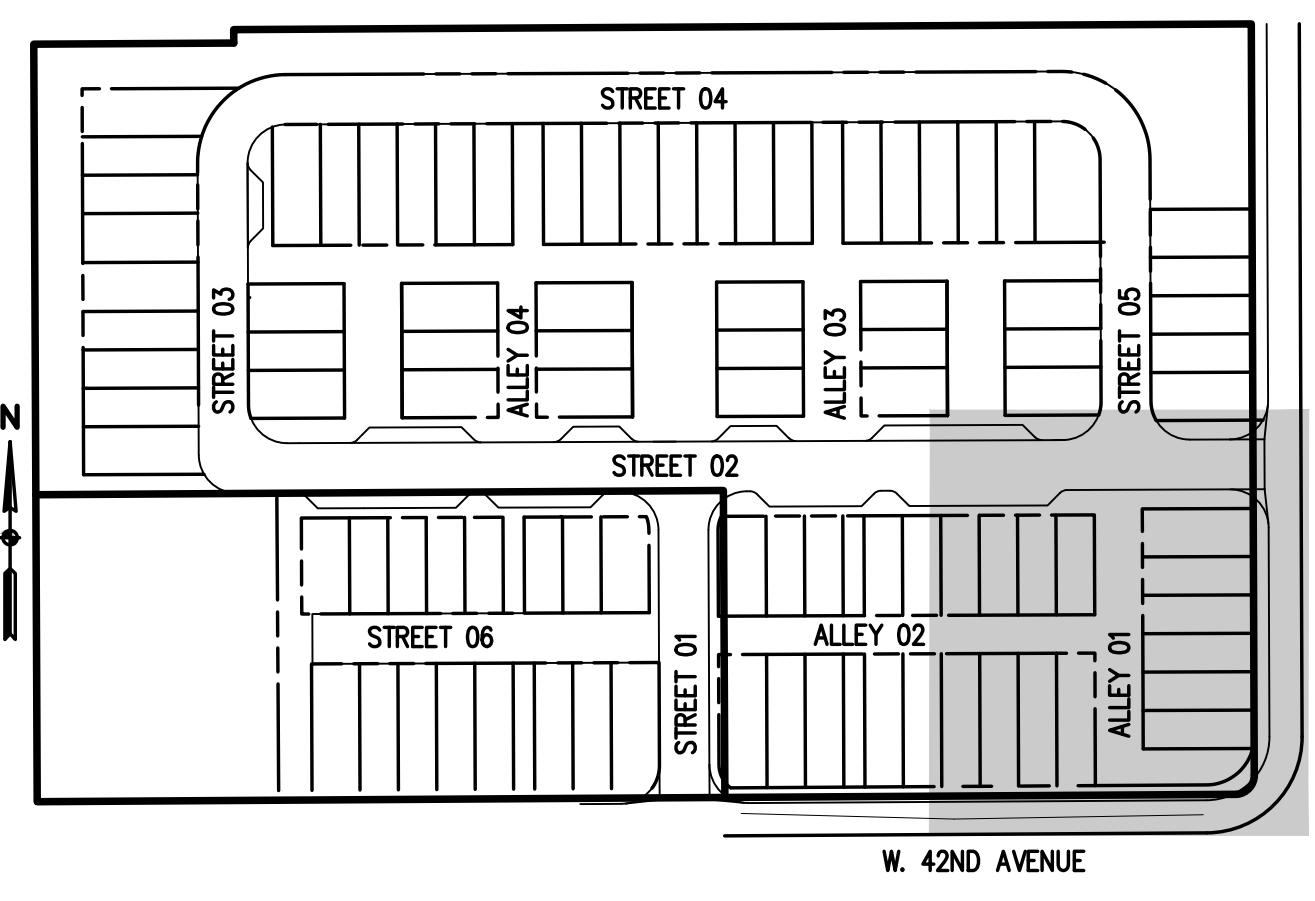
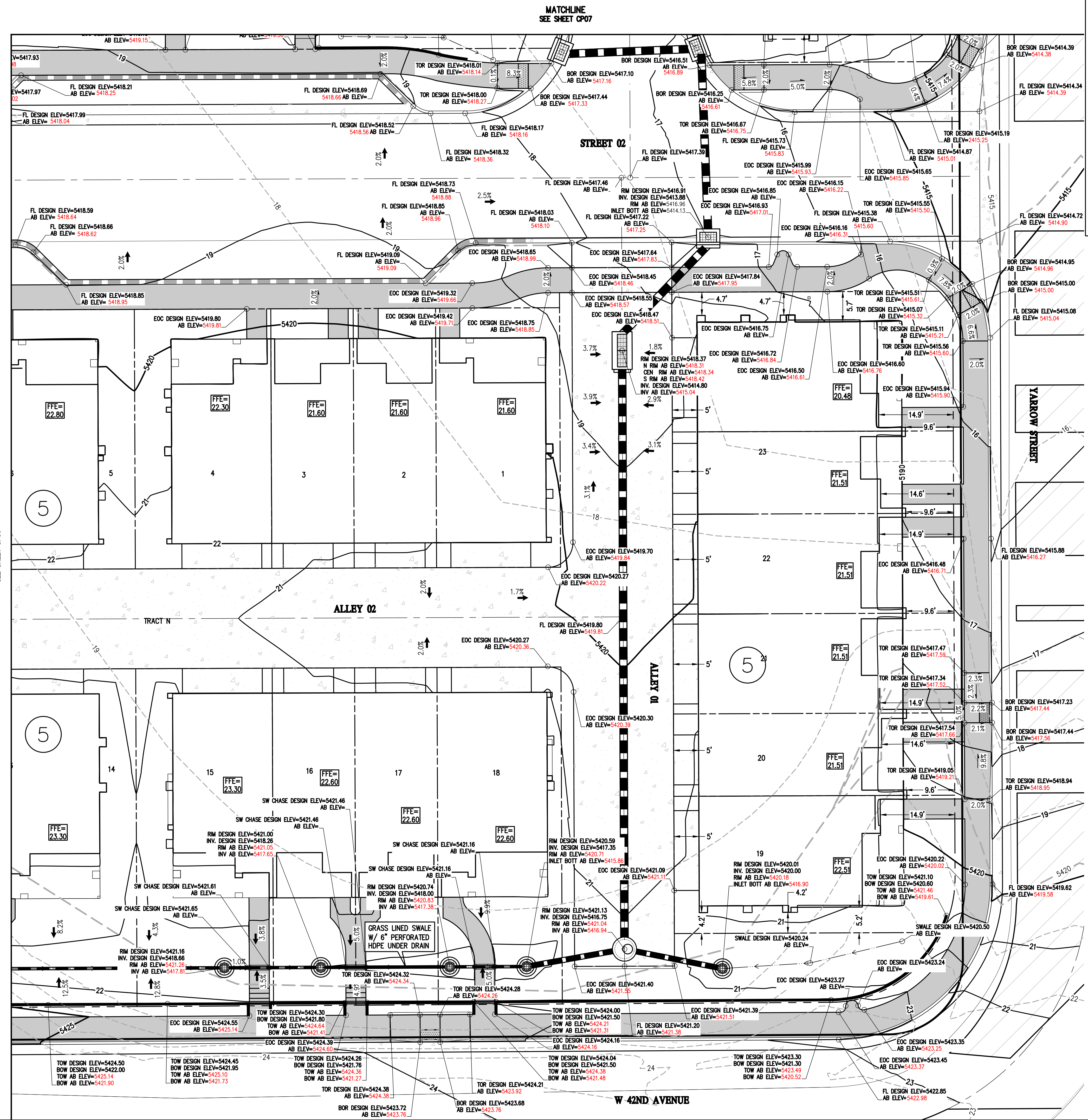
YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4"
BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

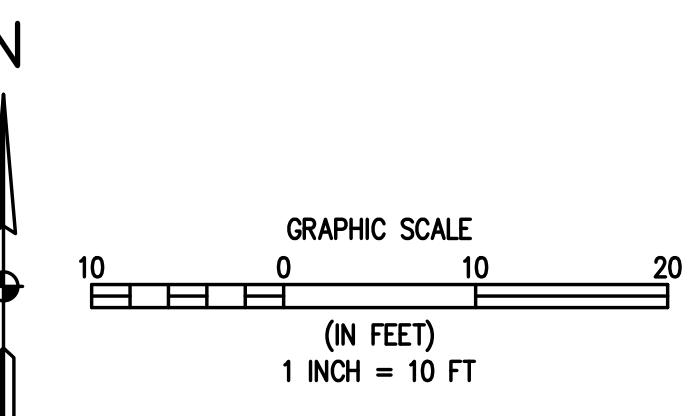
FOR AND ON BEHALF OF	DATE
INITIAL SUBMITTAL	01/18/19
DRAWING SIZE	24" X 36"
SURVEY FIRM	08/01/17
JOB NO.	co3285a
DRAWING NAME	3285a Construction Control Plan.dwg
SHEET	7 OF 8

CP07

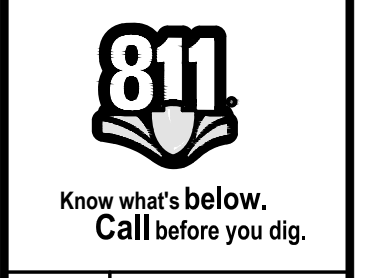
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KEY MAP
1"=100'



REVISION DESCRIPTION	DATE	DESIGNED BY
CITY COMMENTS	07/19/19	MLL
LOT 17 & TRACT C REVISIONS	05/29/19	MLL
AS-BUILT JUNE 2019	06/12/19	WAC
AS-BUILT JULY 2019	07/17/19	MRB
AS-BUILT AUGUST 2019	08/26/19	MRB
AS-BUILT DECEMBER 2019	12/02/19	MLL



YARROW GARDENS SUBDIVISION
CONSTRUCTION CONTROL PLAN - PHASE 1
DETAIL CONTROL SHEET

BENCHMARK
CITY OF WHEAT RIDGE
POINT NO. 15709,
BEING A 3-1/4"
BRASS CAP,
PUBLISHED ELEVATION
= 5447.48 FT.

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF	01/18/19
INITIAL SUBMITTAL	
DRAWING SIZE	24" X 36"
DRAWING NO.	08/01/17
SURVEY FIRM	SURVEY DATE
BASELINE	08/01/17
JOB NO.	co3285a
DRAWING NAME	3285a Construction Control Plan.dwg
SHEET	8 OF 8

June 3, 2019

Mr. Jordan Jefferies, PE
Project Manager
City of Wheat Ridge
PW/Engineering Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033



RE: Yarrow Gardens Subdivision – Detention Pond Certification Letter

Mr. Jordan Jefferies,

This letter is to serve as a Drainage Certification Letter for the Yarrow Gardens Subdivision (Yarrow Gardens), located at 4255 Yarrow Street, Wheat Ridge, Colorado. Per City of Wheat Ridge Site Drainage Requirements, a Drainage Certification Letter from the Engineer-of-Record is required upon project completion, stating the site has been graded and the drainage will function in accordance with all approved civil documents for the project or subdivision, prior to issuance of the C.O. The Drainage Certification Letter is to be accompanied by As-Built plans on the Current City Datum with adequate spot elevations in support of the statements made in the Letter.

The Yarrow Gardens Detention Pond meets all flood attenuation and water quality requirements for the entire site and is in conformance with the approved drainage report. Full flood attenuation and WQCV detention volume equal to 100% of the 100-year event + 50% WQCV is required and was used for the required volume calculations. Full Spectrum Detention per Urban Drainage and Flood Control District (UDFCD) was used also used in conjunction with the above for placement of the outlet structure at Excess Urban Runoff Volume (EURV). All design methods used are in accordance with the City of Wheat Ridge Criteria.

Below is a chart of design elevations/volumes and as-build data.

	Design	As-Built	Diff
Pond Bottom	5412	5411.96	-0.04'
Spillway	5415.6	5415.88	0.28'
Top of Wall	5416.6	5416.54	-0.06'
Top of Grate	5414.56	5414.57	0.01'
WQCV WSEL	5413.35	5413.46	0.11'
EURV WSEL	5414.56	5414.7	0.14'
100-Year WSEL	5415.3	5415.38	0.08'
Pond Volume at Spillway	0.693	0.724	104%
100-Year + 1/2 WQCV Pond Volume	0.694	0.696	100%
100-year + 1/2 WQCV Pond WSEL	5415.61	5415.78	0.17'

Corporate Headquarters
112 N Rubey Drive, Suite 210
Golden, Colorado 80403
Ph 303.940.9966
Fax 303.940.9959

Rocky Mountains
1169 Hilltop Pkwy, Suite 204, PO Box 770152
Steamboat Springs, Colorado 80477
Ph 970.879.1825
Fax 303.940.9959

Northern Colorado
4007 S Lincoln Avenue, Suite 405
Loveland, Colorado 80537
Ph 970.353.7600
Fax 866.679.4864

As indicated in the above chart, the Yarrow Gardens Detention Pond has been graded within reasonable design tolerances and the site drainage will function in accordance with all approved civil documents for Yarrow Gardens. Additional data has been included in the attached UD-Detention spreadsheet and State of Colorado Stormwater Detention and Infiltration Design Data Sheet.

Let me know if you have any concerns or questions about the detention pond this certification.

Sincerely,



Noah Nemmers, PE
Civil Engineering Manager
Baseline Engineering, Planning, & Surveying



Front of Outlet structure



Top of grate

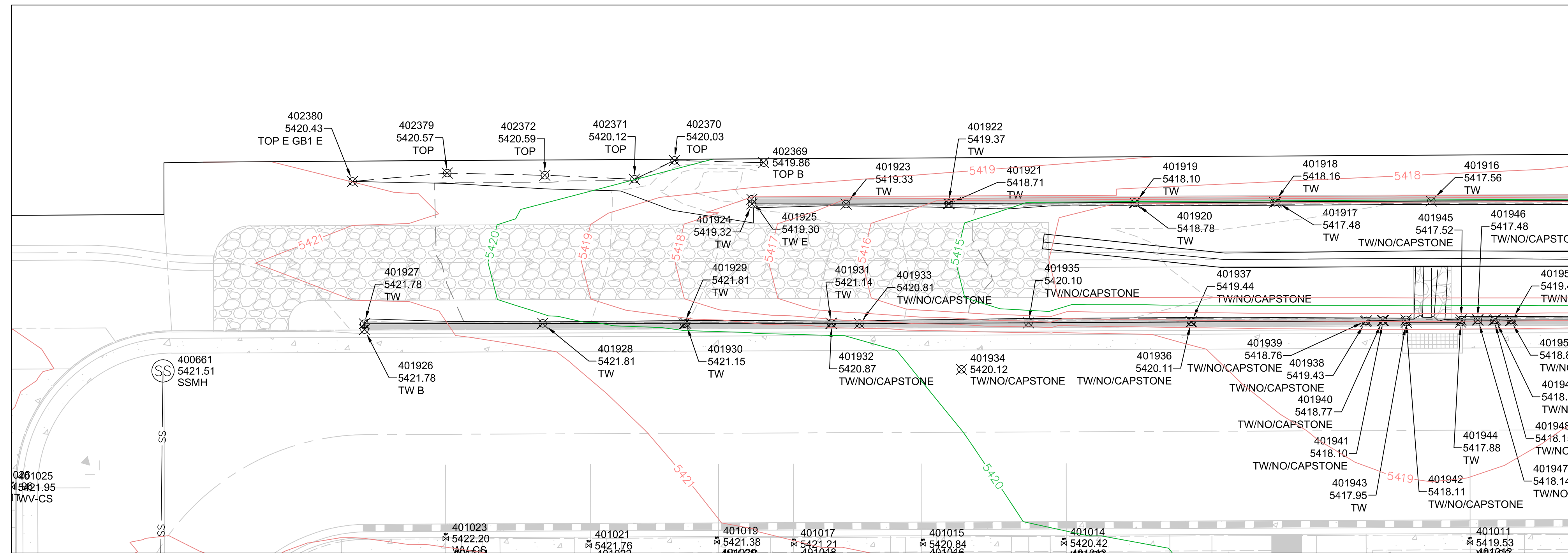
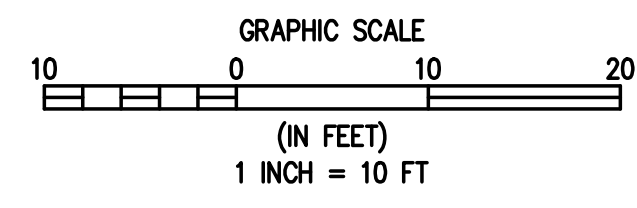


Outlet structure with concrete trickle channel

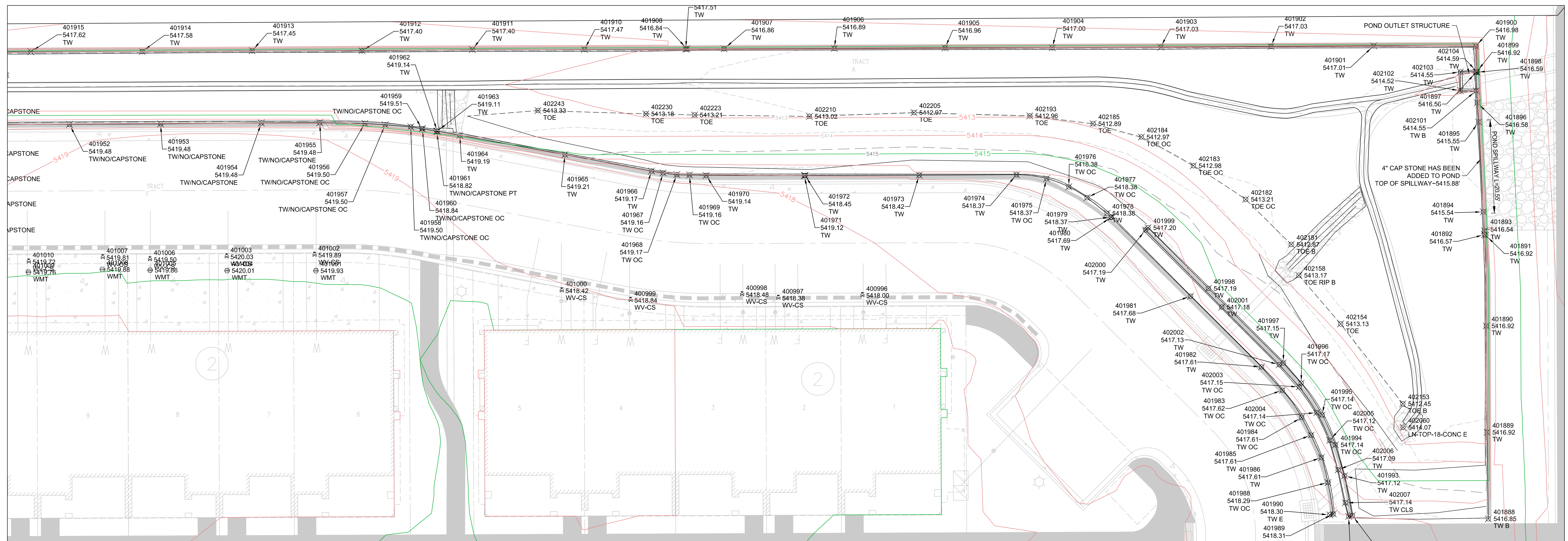
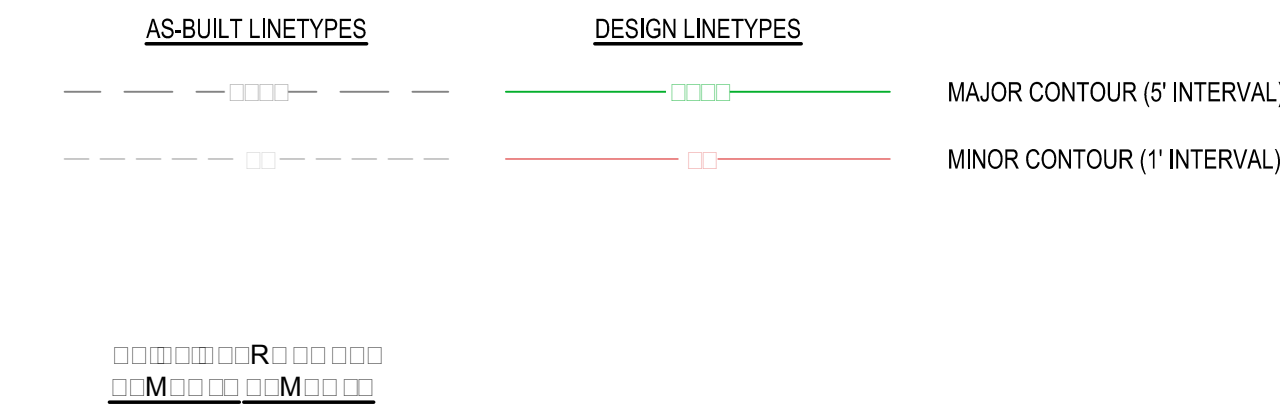


Top of Spillway

DETENTION POND AS-BUILT POINTS EXHIBIT YARROW GARDENS



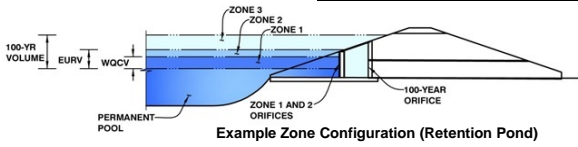
LEGEND



Detention Basin Outlet Structure Design

UD-Detention, Version 3.07 (February 2017)

Project: Yarrow Gardens
Basin ID: As-Built Detention Pond



	Stage (ft)	Zone Volume (ac-ft)	Outlet Type
Zone 1 (WQCV)	1.46	0.138	Orifice Plate
Zone 2 (EURV)	2.70	0.271	Orifice Plate
(100+1/2WQCV)	3.78	0.285	Weir&Pipe (Restrict)
		0.694	Total

User Input: Orifice at Underdrain Outlet (typically used to drain WQCV in a Filtration BMP)

Underdrain Orifice Invert Depth =	N/A	ft (distance below the filtration media surface)
Underdrain Orifice Diameter =	N/A	inches

Calculated Parameters for Underdrain

Underdrain Orifice Area =	N/A	ft ²
Underdrain Orifice Centroid =	N/A	feet

User Input: Orifice Plate with one or more orifices or Elliptical Slot Weir (typically used to drain WQCV and/or EURV in a sedimentation BMP)

Invert of Lowest Orifice =	0.00	ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Orifice Plate =	2.56	ft (relative to basin bottom at Stage = 0 ft)
Orifice Plate: Orifice Vertical Spacing =	10.80	inches
Orifice Plate: Orifice Area per Row =	1.23	sq. inches (diameter = 1-1/4 inches)

Calculated Parameters for Plate

WQ Orifice Area per Row =	8.542E-03	ft ²
Elliptical Half-Width =	N/A	feet
Elliptical Slot Centroid =	N/A	feet
Elliptical Slot Area =	N/A	ft ²

User Input: Stage and Total Area of Each Orifice Row (numbered from lowest to highest)

	Row 1 (required)	Row 2 (optional)	Row 3 (optional)	Row 4 (optional)	Row 5 (optional)	Row 6 (optional)	Row 7 (optional)	Row 8 (optional)
Stage of Orifice Centroid (ft)	0.00	0.85	1.71					
Orifice Area (sq. inches)	1.23	1.23	1.23					

	Row 9 (optional)	Row 10 (optional)	Row 11 (optional)	Row 12 (optional)	Row 13 (optional)	Row 14 (optional)	Row 15 (optional)	Row 16 (optional)
Stage of Orifice Centroid (ft)								
Orifice Area (sq. inches)								

User Input: Vertical Orifice (Circular or Rectangular)

	Not Selected	Not Selected	
Invert of Vertical Orifice =	N/A	N/A	ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Vertical Orifice =	N/A	N/A	ft (relative to basin bottom at Stage = 0 ft)
Vertical Orifice Diameter =	N/A	N/A	inches

Calculated Parameters for Vertical Orifice

	Not Selected	Not Selected	
Vertical Orifice Area =	N/A	N/A	ft ²
Vertical Orifice Centroid =	N/A	N/A	feet

User Input: Overflow Weir (Dropbox) and Grate (Flat or Sloped)

	Zone 3 Weir	Not Selected	
Overflow Weir Front Edge Height, Ho =	2.56	N/A	ft (relative to basin bottom at Stage = 0 ft)
Overflow Weir Front Edge Length =	2.92	N/A	feet
Overflow Weir Slope =	0.00	N/A	H:V (enter zero for flat grate)
Horiz. Length of Weir Sides =	2.92	N/A	feet
Overflow Grate Open Area % =	70%	N/A	%, grate open area/total area
Debris Clogging % =	50%	N/A	%

Calculated Parameters for Overflow Weir

	Zone 3 Weir	Not Selected	
Height of Grate Upper Edge, H ₁ =	2.56	N/A	feet
Over Flow Weir Slope Length =	2.92	N/A	feet
Grate Open Area / 100-yr Orifice Area =	5.92	N/A	should be ≥ 4
Overflow Grate Open Area w/o Debris =	5.97	N/A	ft ²
Overflow Grate Open Area w/ Debris =	2.98	N/A	ft ²

User Input: Outlet Pipe w/ Flow Restriction Plate (Circular Orifice, Restrictor Plate, or Rectangular Orifice)

	Zone 3 Restrictor	Not Selected	
Depth to Invert of Outlet Pipe =	0.21	N/A	ft (distance below basin bottom at Stage = 0 ft)
Outlet Pipe Diameter =	18.00	N/A	inches
Restrictor Plate Height Above Pipe Invert =	10.00		inches

Calculated Parameters for Outlet Pipe w/ Flow Restriction Plate

	Zone 3 Restrictor	Not Selected	
Outlet Orifice Area =	1.01	N/A	ft ²
Outlet Orifice Centroid =	0.48	N/A	feet
Half-Central Angle of Restrictor Plate on Pipe =	1.68	N/A	radians

User Input: Emergency Spillway (Rectangular or Trapezoidal)

Spillway Invert Stage =	3.88	ft (relative to basin bottom at Stage = 0 ft)
Spillway Crest Length =	20.00	feet
Spillway End Slopes =	4.00	H:V
Freeboard above Max Water Surface =	1.00	feet

Calculated Parameters for Spillway

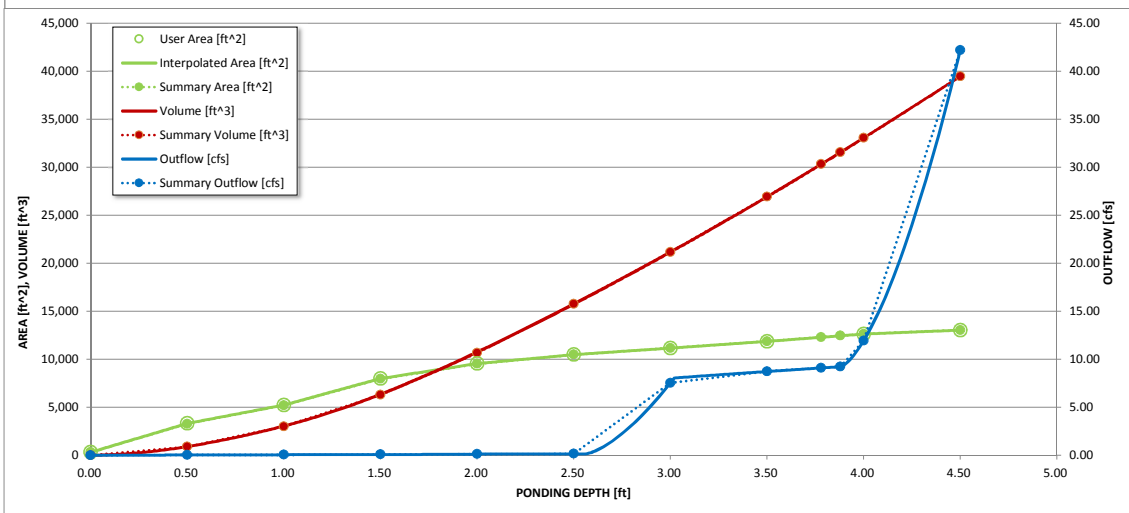
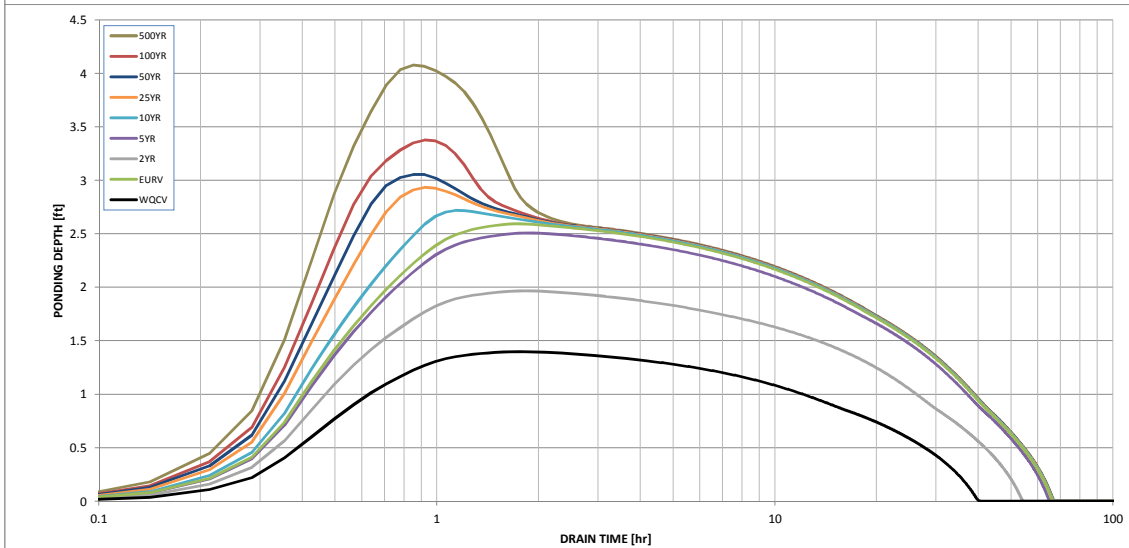
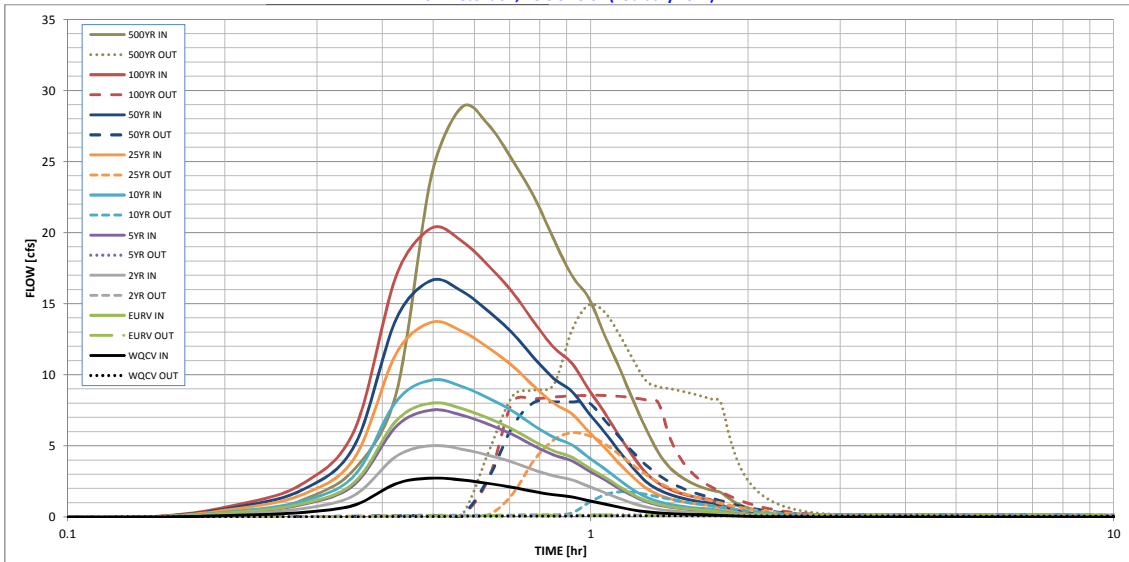
Spillway Design Flow Depth =	0.46	feet
Stage at Top of Freeboard =	5.34	feet
Basin Area at Top of Freeboard =	0.30	acres

Routed Hydrograph Results

	WQCV	EURV	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	500 Year
Design Storm Return Period =									
One-Hour Rainfall Depth (in) =	0.53	1.07	0.78	1.05	1.28	1.64	1.92	2.23	3.01
Calculated Runoff Volume (acre-ft) =	0.138	0.409	0.254	0.384	0.493	0.703	0.856	1.048	1.492
OPTIONAL Override Runoff Volume (acre-ft) =									
Inflow Hydrograph Volume (acre-ft) =	0.137	0.408	0.254	0.383	0.492	0.702	0.855	1.046	1.491
Predevelopment Unit Peak Flow, q (cfs/acre) =	0.00	0.00	0.01	0.11	0.31	0.78	1.07	1.44	2.25
Predevelopment Peak Q (cfs) =	0.0	0.0	0.1	0.7	2.0	5.0	6.9	9.2	14.4
Peak Inflow Q (cfs) =	2.7	8.0	5.0	7.5	9.6	13.7	16.6	20.3	28.8
Peak Outflow Q (cfs) =	0.1	0.3	0.1	0.2	1.8	5.9	8.1	8.6	14.9
Ratio Peak Outflow to Predevelopment Q =	N/A	N/A	N/A	0.2	0.9	1.2	1.2	0.9	1.0
Structure Controlling Flow =	Plate	Overflow Grate 1	Plate	Overflow Grate 1	Overflow Grate 1	Overflow Grate 1	Outlet Plate 1	Outlet Plate 1	Spillway
Max Velocity through Grate 1 (fps) =	N/A	0.02	N/A	N/A	0.3	0.9	1.3	1.4	1.6
Max Velocity through Grate 2 (fps) =	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Time to Drain 97% of Inflow Volume (hours) =	36	58	48	57	57	54	53	50	46
Time to Drain 99% of Inflow Volume (hours) =	38	63	51	61	62	61	60	59	57
Maximum Ponding Depth (ft) =	1.40	2.59	1.97	2.51	2.72	2.93	3.05	3.38	4.08
Area at Maximum Ponding Depth (acres) =	0.17	0.24	0.22	0.24	0.25	0.25	0.26	0.27	0.29
Maximum Volume Stored (acre-ft) =	0.127	0.383	0.238	0.362	0.413	0.468	0.499	0.583	0.779

Detention Basin Outlet Structure Design

UD-Detention, Version 3.07 (February 2017)



S-A-V-D Chart Axis Override	X-axis	Left Y-Axis	Right Y-Axis
minimum bound			
maximum bound			

Stormwater Detention and Infiltration Design Data Sheet

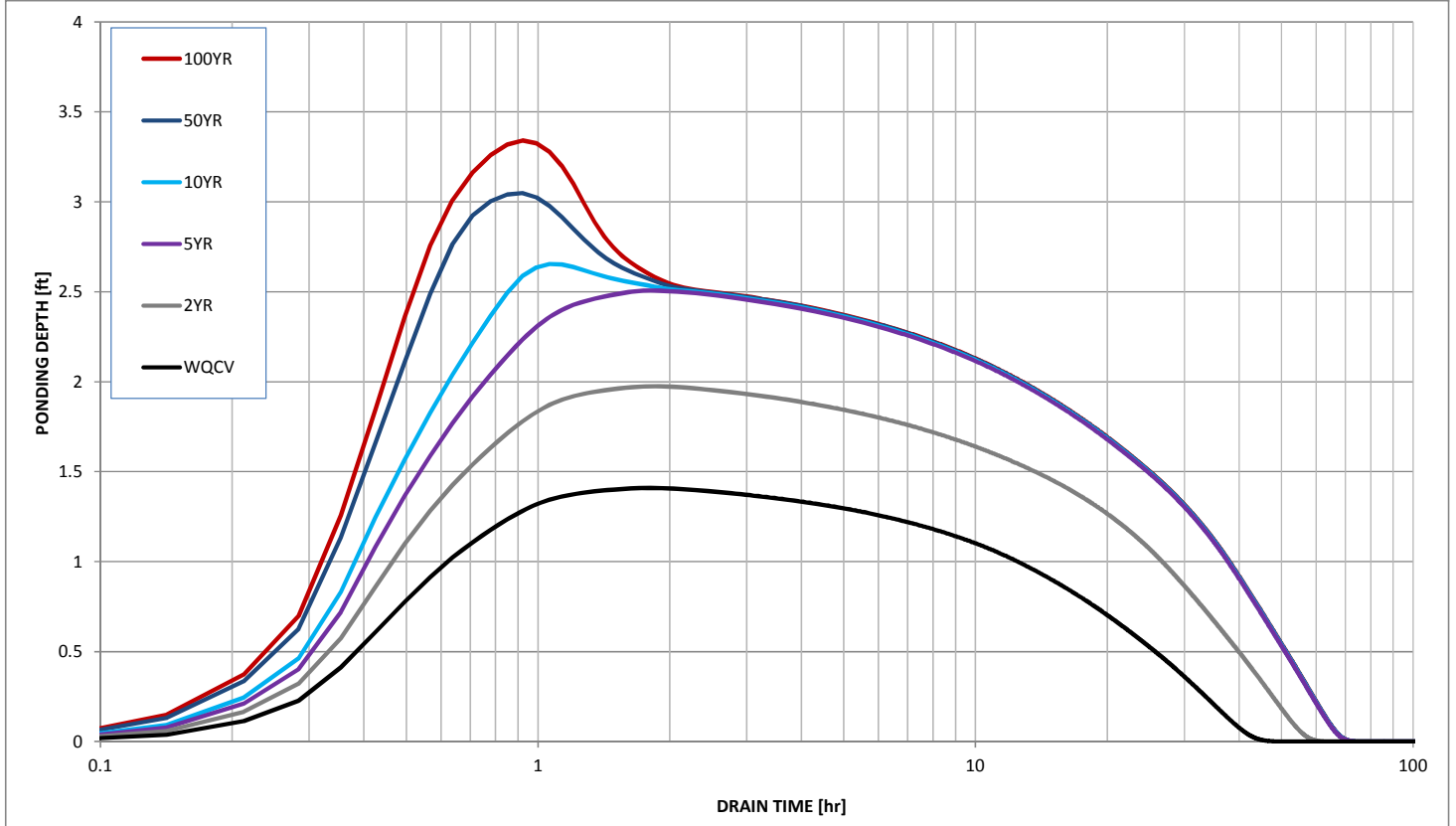
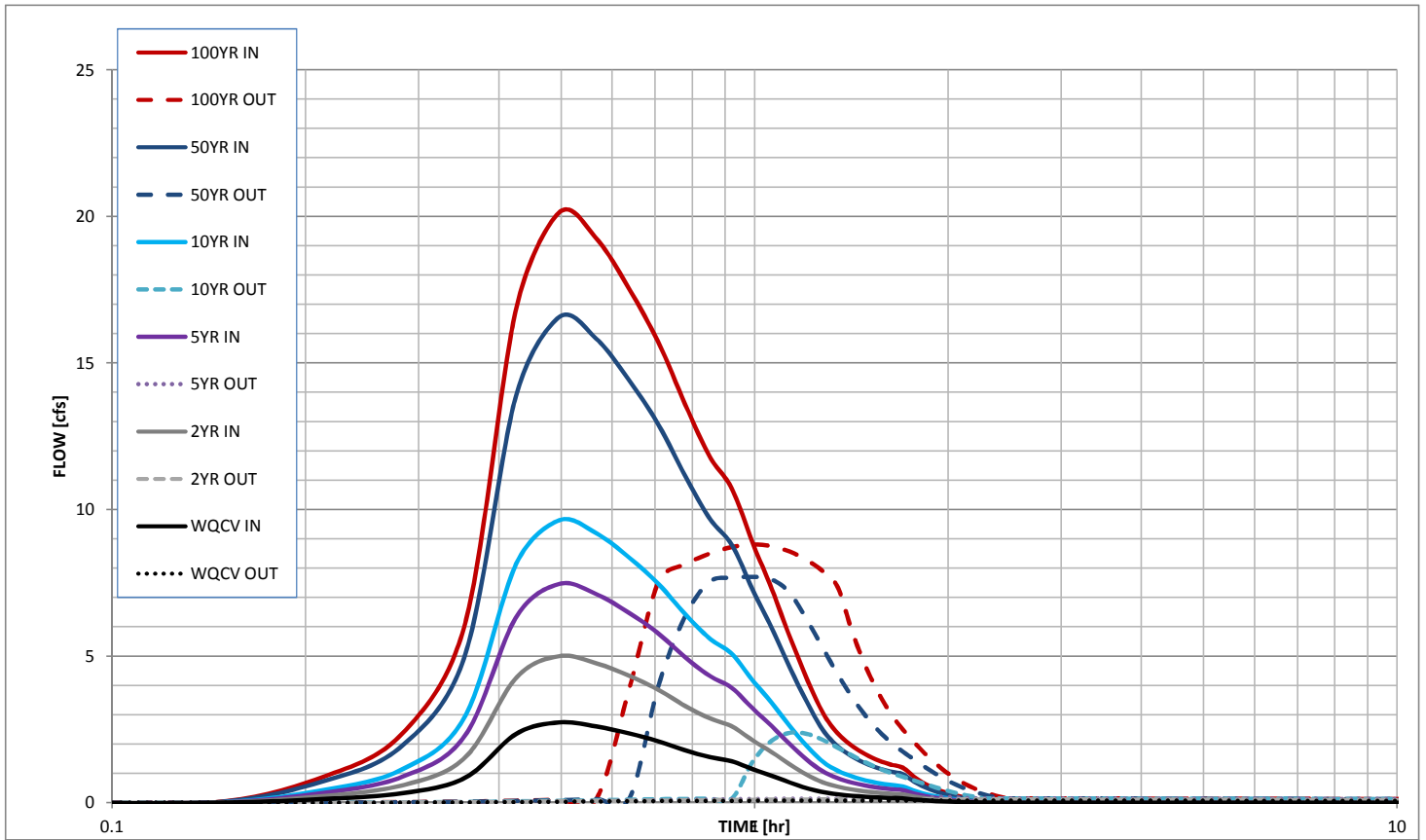


EXHIBIT C
(District Engineer's Certification)

Yarrow Garden Metropolitan District Infrastructure Acquisition Report



**IA Report #1
March 2020**

INDEPENDENT
DES
District Engineering
SERVICES

355 Union Boulevard, Suite 302
Lakewood, CO 80228

Yarrow Gardens Metropolitan District Infrastructure Acquisition Report

Table of Contents

<i>Infrastructure Acquisition Report.....</i>	<i>Pages 1-4</i>
<i>Attachments</i>	
<i>Site Map.....</i>	<i>Attachment A</i>
<i>Project Photos</i>	<i>Attachment B</i>

March 10, 2020

Yarrow Gardens Metropolitan District
Attention: Eve Grina
White Bear Ankele Tanaka & Waldron
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122

YARROW GARDENS METROPOLITAN DISTRICT INFRASTRUCTURE ACQUISITION REPORT

INTRODUCTION

Independent District Engineering Services, LLC (“Engineer”) was hired by the Yarrow Gardens Metropolitan District (“District”) to recommend Infrastructure Acquisition based on the Cost Certification Report #'s 1-5 and the documents required for acquisition of the Improvements as set forth in the Governing Documents. The area covered by this report is shown on Attachment A.

REQUIREMENTS OF INFRASTRUCTURE ACQUISITION

Requirements for District Acquisition are contained in the Infrastructure Acquisition and Reimbursement Agreement, between District and TH Yarrow Gardens, LLC (Developer), adopted December 7th, 2018, specifically in section 2. Following is a summary of Section 2.

Section 2 – Application for Acceptance/ Documentary Requirements

The Developer shall initiate a request for reimbursement for District Eligible Costs of Public Infrastructure by submitting the following materials in form and substance satisfactory to the District:

Dedicated Public Infrastructure – With respect to Public Infrastructure that is being dedicated to other governmental entities, the Developer shall furnish the following:

Application for Acceptance of District Eligible Costs (Section 2.a.i) – This Report serves as the Application for Acceptance of District Eligible Costs.

A Description of the Public Infrastructure to be dedicated and the proposed District Eligible Costs Thereof (Section 2.a.ii)

Description of Improvement	Total Costs	Hard Costs	Soft Costs
Water	\$ 506,203.69	\$ 439,203.61	\$ 67,000.08
Sanitation (incl. Storm)	\$ 935,096.70	\$ 822,892.04	\$ 112,204.66
Total	\$ 1,441,300.39	\$ 1,262,095.65	\$ 179,204.74

*It shall be noted that Storm Improvements are not being conveyed to another jurisdiction.

Contracts and Approved Change Orders (Section 2.a.iii) – Developer has turned over all Contracts and Approved Change Orders

Copies of all invoices, statements, and proofs of payments (Section 2.a.iv) – Developer has turned over all copies of invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.

Acceptance Letter of Public Infrastructure (Section 2.a.v) – Developer has turned over letter from the governmental entity to which the Public Infrastructure is being dedicated evidencing the governmental entity's

preliminary or conditional acceptance of such Public Infrastructure, subject to any applicable warranty period.

Acquired Public Infrastructure – With respect to Public Infrastructure to be acquired by the District from the Developer, the Developer shall furnish the following:

A completed Application for Acceptance of Public Infrastructure (Section 2.b.i) – This Report serves as the Application for Acceptance of District Eligible Costs.

A description of the Public Infrastructure to be acquired and the proposed District Eligible Costs Thereof (Section 2.b.ii)

Description of Improvement	Total Costs	Hard Costs	Soft Costs
Street Improvements	\$ 871,306.29	\$ 736,998.16	\$ 134,308.13
Parks & Rec	\$ 373,797.06	\$ 165,407.22	\$ 208,389.84
Sanitation (incl. Storm)	\$ 935,096.70	\$ 822,892.04	\$ 112,204.66
Total	\$ 2,180,200.05	\$ 1,725,297.42	\$ 454,902.63

Bid Tabulations, Bid Evaluations, Contracts and Approved Change Orders (Section 2.b.iii) – The Engineer recommends the District Board waive the requirement for Bid Tabulations and Bid Evaluations. The Engineer has the approved contract and Change Orders on file.

Invoices and Evidence of Payment (Section 2.b.iv) – Developer has supplied District with all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.

Evidence of Real Property Conveyance (Section 2.b.v) - The Engineer recommends that the District receive all necessary easements, obtain appropriate licenses from the Developer, or have areas associated with improvements conveyed to the District prior to conditionally acceptance for the following:

- Hudick Excavating, Inc. Improvements (including associate work by AG Wassenaar & Matrix Design Group)
 - *Tract A:* Detention Pond Improvements, Associated Landscape Improvements, Retaining Wall Improvements, Storm Improvements
 - *Tract C:* Storm Improvements – Note: No other improvements shall be accepted in this Tract
 - *Tract E:* Alley (Concrete) Improvements, Storm Improvements
 - *Tract F:* Street (Concrete & Paving) Improvements, Storm Improvements
 - *Tract H:* Alley (Concrete) Improvements, Storm Improvements
 - *Note: Easement needed for maintenance of Storm Improvements in Block 5 Lots 10-18*

As-Built Drawings (Section 2.b.vi) – Developer has provided the District with a complete set of digital record drawings of the Public Infrastructure which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate dimensions and location of all Public Infrastructure.

Landscape Plan and Certification (Section 2.b.vii) – Developer must provide landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan. Engineer recommends District waive this requirement (besides Detention Pond) until all Landscape has been completed on site. The Developer has provided the District with a Certification letter for the Detention Pond.

Test Results (Section 2.b.viii) – Test results for improvements conforming to industry standards have been provided by the Developer.

Pressure Test Results (Section 2.b.ix) – Pressure test results for any irrigation system are not applicable at this time.

Design Engineer’s Certification (Section 2.b.x) – Certification from an engineer or other appropriate design professional stating that:

- 1) the Public Infrastructure has been inspected for compliance with approved designs, plans and construction standards,
- 2) that the Public Infrastructure (or its individual components and/or subsystems, if applicable) has been substantially constructed in accordance with the approved designs, plans and construction standards, and
- 3) the Public Infrastructure is fit for its intended purpose

The Developer has supplied the District with an Engineer’s Certification for the Pond, streets and storm sewer, but not landscape improvements. Since all the landscape on site is not complete yet, Engineer recommends the Board waive this requirement.

Assignment of any Warranties of Guaranties (Section 2.b.xi) – Engineer recommends Developer assign any existing warranty to the District.

Any operation and maintenance manuals (Section 2.b.xii) – Engineer recommends Developer provide an operation and maintenance manuals for streetlight and detention pond improvements.

Bill of Sale (Section 2.b.xiii) – Engineer recommends a Bill of Sale between the Developer and the District be executed upon acceptance of the public infrastructure.

Special Warranty Deed (Section 2.b.xv) – Engineer recommends all real property be conveyed to the District. The tracts to be conveyed can be found in section 2.b.v.

Eligible Operational Costs - With respect to Eligible Professional Service Costs, the Developer shall furnish the following:

Application for Acceptance of Eligible Professional Service Costs (Section 2.c.i) – This Report serves as the Application for Acceptance.

Description of the Eligible Professional Service Costs (Section 2.c.ii)

Description of Improvement	Soft Costs
Street Improvements	\$ 134,308.13
Parks & Rec	\$ 208,389.84
Water	\$ 67,000.08
Sanitation (incl. Storm)	\$ 112,204.66
Safety	\$ -
Total	\$ 521,902.71

Contracts, Invoices, and Evidence of Payment (Section 2.c.iii) – Developer has provided the District with contracts with parties furnishing services of a capital nature, invoices and evidence of payment of same, and copies of work

product or materials produced.

Recommendation

Independent District Engineering Services prepared Cost Certifications #'s 1-5 certifying **\$2,686,403.74** in costs as District Eligible. The Engineer recommends the District accept and acquire the associated Improvements.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC





A handwritten signature in black ink, appearing to read 'Barrett M.', written in a cursive style.

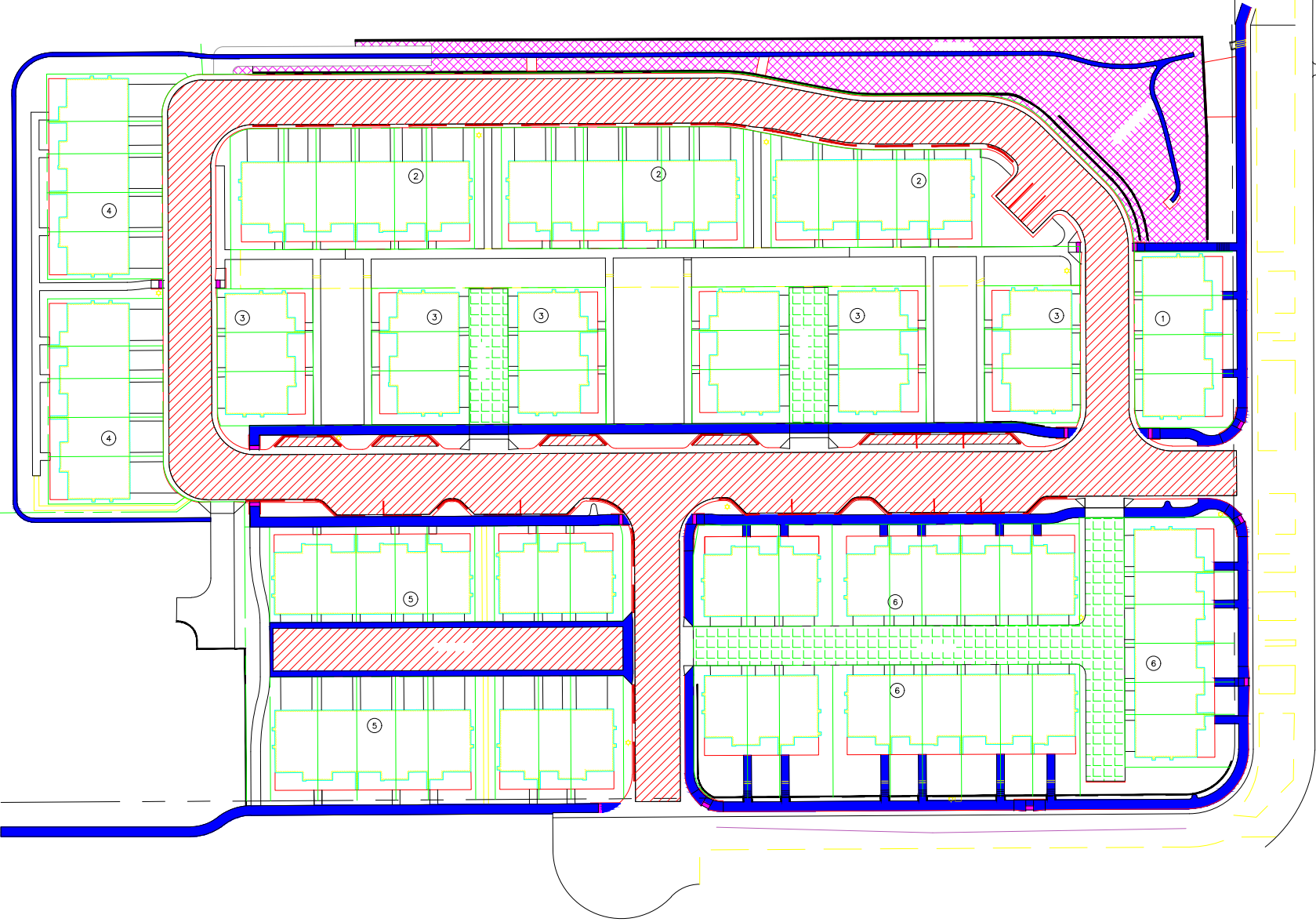
Barrett Marrocco, P.E.

Attachment A

Site Map

LEGEND

-  ASPHALT
-  ALLEY
-  SIDEWALK
-  TRACT A



Attachment B

Project Photos

Yarrow Gardens Metropolitan District Site Photos



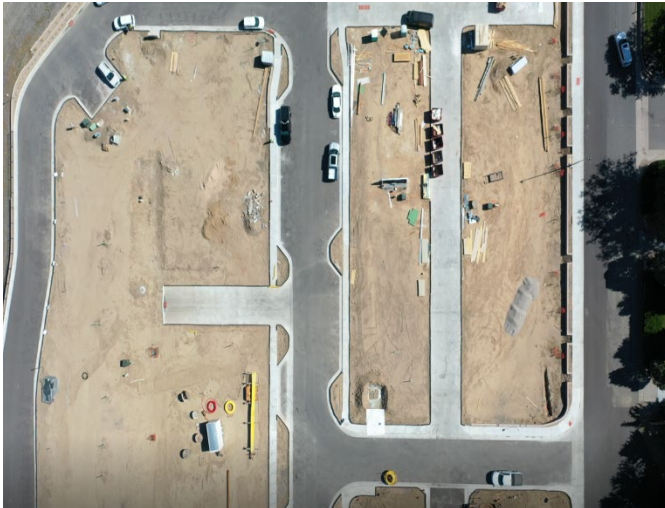
Project West Central



Project West



Project East



Project East Central



Channel Completion



Concrete Repairs

EXHIBIT D
(Warranty Agreement)

WARRANTY AGREEMENT
(Alleys, Road, Storm Drain Mainline and Detention Pond)

This WARRANTY AGREEMENT (“**Agreement**”) is entered into to become effective as of the 10th day of March, 2020, by and between THB WESTRIDGE, LLC, a Colorado limited liability company, its successors and permitted assigns (the “**Developer**”), and YARROW GARDENS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The Developer and the District are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, the Developer has constructed certain public improvements described in Exhibit A (the “**Improvements**”); and

WHEREAS, the Developer and the District entered into that certain Bill of Sale, dated March 10, 2020, related to the Improvements; and

WHEREAS, on December 7, 2018, the District and Developer entered into that certain Infrastructure Acquisition and Reimbursement Agreement (the “**Infrastructure Acquisition Agreement**”), which provides that the Developer must provide the District with an executed Warranty Agreement, in form and substance acceptable to the District, along with the Developer’s Application for Acceptance; and

WHEREAS, the District and the Developer desire to state their intentions with regards to the warranty for the Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Developer and the District hereby agree as follows:

TERMS AND CONDITIONS

1. The Developer agrees to warrant, keep in good repair, and to make any repairs or changes required by the District to the Improvements for a period of one year from January 8, 2020, for landscaping improvements, and a period of two years from January 8, 2020, for any other improvements (the “**Warranty Period**”). The Developer further warrants to the District that the Improvements are of good quality and new unless otherwise required or permitted, and that the Improvements conform to the District’s requirements. Improvements not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Pursuant to Section 2.b.xi and Section 2.b.xiii of the Infrastructure Acquisition Agreement, the Developer agrees to enforce all warranties still in effect until such time that the District accepts ownership of the Improvements, including warranties for materials, subcontractors and material suppliers. To the extent that such warranties are still in effect at the time that the District accepts ownership of the Improvements in accordance with the Infrastructure Acquisition Agreement, the Developer agrees that such warranties will be assigned to the District. To the extent that such outstanding warranties are not legally assignable, the Developer hereby agrees to enforce such warranties on behalf of the District.

Developer shall also maintain Colorado Department of Public Health and Environment permits and all other permits in their name until such permits are deactivated or otherwise satisfied and closed and shall maintain the area covered by the permit to the satisfaction of the issuing jurisdiction and the District. Developer warrants that all claims for extension of contract time and/or increases in the contract amount have been resolved and that no other claims exist or will be submitted against the District

3. The Developer hereby represents that no liens or claims have been filed against the Improvements and agrees to resolve any claims at its expense and to indemnify and hold harmless the District, its successors, and assigns against all liabilities, losses and/or damages of any kind arising out of any liens claims, demands, costs, judgments, and/or other expenses associated with any act or omission of the Developer related to the Improvements; the foregoing specifically includes, without limitation, attorney's fees. Any and all damage or incidents must be reported to the District immediately after its occurrence.

4. If either party to this Agreement fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, after giving ten (10) days written notice to the other party of the alleged default, and upon said party in default having failed to cure said breach within ten (10) days, the other party shall have the right to pursue any remedy available by law or in equity.

5. This Agreement, inclusive of any of the rights, obligations, duties and/or authority hereunder, may not be assigned, in whole or in part, by the District or the Developer without the prior, written consent of the other parties, which consent shall not be unreasonably withheld. Any assignment made in violation of this Section shall be immediately void and of no force or effect. Consent to one assignment shall not constitute consent to any subsequent assignment, nor shall it constitute a waiver of any right to consent to such subsequent assignment. For purposes of this Agreement, assignments shall include all delegations.

6. This Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by both parties with the same formalities as this Agreement.

7. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

8. Unfulfilled obligations of the District or the Developer arising under this Agreement shall be deemed to survive any expiration, termination by court order, or other end to this Agreement. All such obligations shall be binding upon, and inure to the benefit of, the District or the Developer, or both as applicable, their respective successors, assigns, and legal substitutes.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

10. Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of the District's rights and protections under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

17. This Agreement shall inure to, and be binding upon, the District and/or the Developer and their respective successors and assigns.

18. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

Entered into and executed as of the date first written above.

DEVELOPER:

THB WESTRIDGE, LLC, a Colorado limited liability
company

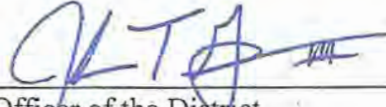
By: *Jeff P. Smith*
Its: *Jeffrey P. Smith Manager*

By: _____
Its: _____

Developer Signature Page to Warranty Agreement (Alleys, Road, Storm Drain Mainline and Detention Pond)

DISTRICT:

YARROW GARDENS METROPOLITAN DISTRICT, a
quasi- municipal corporation and political subdivision of
the State of Colorado




Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

*District Signature Page to Warranty Agreement (Alleys, Road, Storm Drain Mainline and Detention
Pond)*

EXHIBIT A

Improvements

Detention pond improvements, landscaping improvements, and retaining wall improvements located in Tract A, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Alleyway improvements located in Tracts D, E and H, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Roadway improvements, including pavement, curb and gutter, sidewalks and lighting improvements, located in Tract F, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Storm drainage mainline and related storm drainage improvements located in and on Tracts A, C, E and H, and Lots 10-18, Block 5, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

EXHIBIT E
(Bill of Sale)

BILL OF SALE
(Alleys, Road and Detention Pond)

KNOW ALL MEN BY THESE PRESENTS that THB WESTRIDGE, LLC, a Colorado limited liability company (the “**Seller**”), for good and valuable consideration, the receipt of which is hereby acknowledged, conveys to YARROW GARDENS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o WHITE BEAR ANKELE TANAKA AND WALDRON, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122 (the “**District**”), all of its right, title and interest in the following improvements (the “**Improvements**”)

Detention pond improvements, landscaping improvements, and retaining wall improvements located in Tract A, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Alleyway improvements located in Tracts D, E and H, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Roadway improvements, including pavement, curb and gutter, sidewalks and lighting improvements, located in Tract F, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Storm drainage mainline and related storm drainage improvements located in and on Tracts A, C, E and H, and Lots 10-18, Block 5, Yarrow Gardens Filing No. 3, City of Wheat Ridge, Jefferson County, Colorado.

Seller warrants title to the Improvements against all persons claiming under Seller.

[Signature page follows.]

EXHIBIT F
(Special Warranty Deed)

SPECIAL WARRANTY DEED

THB WESTRIDGE, LLC, a Colorado limited liability company whose legal address is 1875 Lawrence Street, Suite 900, Denver, Colorado 80202 (**Grantor**), for good and valuable consideration in hand paid, hereby sells and conveys to YARROW GARDENS METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado (**Grantee**) whose address is c/o WHITE BEAR ANKELE TANAKA AND WALDRON, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122, the real property in the County of Jefferson, State of Colorado that is legally described on **Exhibit A** attached hereto, with all its appurtenances, and warrants the title against all persons claiming under Grantor, subject to statutory exceptions.

Signed this 27th day of April, 2020.

GRANTOR:

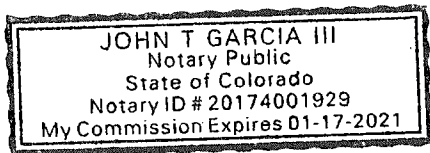
THB WESTRIDGE, LLC,
a Colorado limited liability company
By: NT Builders LLC, its Manager

By: Jeffrey P Seibold
Name: Jeff P Seibold
Title: Manager

STATE OF COLORADO)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 27th day of April, 2020, by Jeffrey P. Seibold, as Manager of THB WESTRIDGE, LLC, a Colorado limited liability company, *By NT Builders LLC, a Colorado limited liability company, its manager*
Witness my hand and official seal.

My commission expires: _____.



[Signature]
Notary Public

EXHIBIT A

Legal Description

TRACTS A, D, E, F AND H, YARROW GARDENS FILING NO. 3, CITY OF WHEAT RIDGE,
JEFFERSON COUNTY, COLORADO.