

5/31/89

EXTENDED SERVICE AREA WATER AND SEWAGE AGREEMENT

THIS EXTENDED SERVICE AREA WATER AND SEWAGE AGREEMENT ("Agreement") is dated this 3rd day of May, 1989, by and between Centennial Water and Sanitation District, a quasi-municipal corporation organized under the laws of the State of Colorado ("Centennial"), whose address is 62 West Plaza Drive, Highlands Ranch, Colorado 80126, and Northern Douglas County Water and Sanitation District, a quasi-municipal corporation organized under the laws of the State of Colorado (the "District"), whose address is \_\_\_\_\_, \_\_\_\_\_, Colorado \_\_\_\_\_.

WITNESSETH:

WHEREAS, both Centennial and the District are governmental subdivisions of the State of Colorado formed pursuant to Title 32, Article 1, C.R.S., and may cooperate with one another and contract to provide services lawfully authorized to each of them pursuant to Title 29, Article 1, Part 2, C.R.S.; and

WHEREAS, pursuant to a Service Plan approved by the Douglas County Commissioners and filed with the District Court in Douglas County, Colorado, in Civil Action No. 80CV123, Centennial has acquired sufficient water supply, and own water treatment facilities, sewage treatment facilities and water and sewage collection and transmission facilities necessary to serve all of Highlands Ranch and provide services as set out herein; and

WHEREAS, the District has paid to Centennial funds sufficient to enable Centennial to provide facilities necessary for prepaid equivalent taps to the District under the terms and conditions set out in this Agreement; and

WHEREAS, the District specifically understands that Centennial has not agreed to reserve to the District any capacity in its lines and facilities in excess of the number of prepaid equivalent taps shown on Attachment 1 hereto; and

WHEREAS, the covenants and conditions of present and future bond issues do and will require Centennial to set rates, fees and taxes sufficient to pay its indebtedness. This Agreement shall not interfere with Centennial's flexibility in setting water and sewage service rates to comply with its bond covenants. Water and sewage service rates charged to the District will be based upon, but may exceed, Centennial's total cost of operation of its facilities, maintenance of the lines and facilities, reasonable replacement reserve for the lines and facilities, debt service, cost of water supply, and various other actual or reasonably anticipated expenditures of Centennial; and

WHEREAS, Centennial and the District are desirous of entering into an agreement whereby Centennial will supply to the District water and sewage services at the rates established herein, subject to the conditions set forth herein and the District will accept water and sewage services at the rates established herein subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants to be performed by the parties, it is agreed as follows:

## I. DEFINITIONS

1.1. Centennial Facilities. "Centennial Facilities" shall mean that portion of the water and sewage system which Centennial has acquired or shall acquire or construct and own and operate which are not part of the District Facilities. The major Centennial Facilities showing the locations of Points of Connection (hereinafter defined), are designated on Attachment 1 hereto, which attachment may be amended as additional major facilities are constructed.

1.2. District Facilities. "District Facilities" shall mean that portion of the water and sewage system which the District has acquired or shall acquire or construct and own and operate, which are not part of the Centennial Facilities. The District Facilities are or will be designated on Attachment 2 hereof at the time that District Facilities are first constructed and shall be amended as additional facilities are constructed. The attachment will be updated to include the record drawings maintained by Centennial's Engineer.

1.3. District Service Area. "District Service Area" or "Service Area" shall mean the real property located within the boundaries of the District and approved for service by Centennial; however, such approval is not intended to indicate any right to service in excess of the number of prepaid equivalent taps set out on Attachment 1. The real property presently located within the boundaries of the District and approved for service by Centennial is described in Attachment 3 hereto and incorporated herein by reference (the "District Service Area"). Although the boundaries of the District may be expanded, no such expansions shall change the District Service Area until Centennial consents to Attachment 3 being amended to include the real property included within the boundaries of the District. Exclusion of real property from the District shall also exclude that same property from the District Service Area without further action by the parties and shall automatically amend Attachment 3; however, the District shall give written notice of such exclusion to Centennial. Centennial shall not provide water and sewer service to the District for service within any area so excluded from the District Service Area.

Centennial shall not provide service within the District Service Area except as specifically provided for in this Agreement.

1.4. Points of Connection. "Points of Connection" shall mean the points at which the Centennial Facilities and the District Facilities connect. Attachment 1 sets forth each Point of Connection for both water and sewer for service to the District. At each Point of Connection for water service, the District shall install a master meter and a backflow prevention device.

1.5. Equivalent Tap. An "Equivalent Tap" is based upon the usage of water or sewer by a "Residential Dwelling Unit." A "Residential Dwelling Unit" is defined in Centennial's Rules and Regulations as one or more rooms and single kitchen arranged, designed and intended as a unit for occupancy by one family living independently of others, including panelized, prefabricated, modular or other factory-produced buildings and mobile homes; but excluding therefrom hotels and motels.

## II. TERMS AND CONDITIONS OF SERVICE

2.1. Construction of District Facilities. District agrees that it shall, at least ninety days prior to service being provided to any specific area within the District Service Area, prepare and submit to Centennial a facilities plan which will describe the lines, line sizes and general locations of trunk sewer lines and transmission water lines that District will construct from the Points of Connection through the District Service Area to said area requiring service. District will install, operate, and maintain all at its own expense and at no expense to Centennial, District Facilities to Points of Connection. In the construction of the District Facilities, District agrees that specifications as contained in current "Water and Sewer Specifications" of Centennial shall apply as the minimum standards for construction at all locations. Should the District Facilities and installations constructed be located on lands not dedicated to public use, District covenants that it will acquire the fee title or the appropriate rights-of-way or easements, free and clear of all monetary liens and encumbrances, to the lands prior to the commencement of construction. All plans and specifications for new construction within the District Service Area shall be designed or approved by Engineers for Centennial, and if disapproved may be reviewed for approval by the Centennial Board of Directors. Completed as-built construction drawings showing actual installation shall be furnished by District to Centennial for its records within 90 days of construction completion.

In order to assure Centennial incurs no expenses in the review of plans and specifications, the processing of this

Agreement and the supervisory inspection of the construction of District Facilities to assure compliance with this Agreement, District agrees to pay Centennial's Engineer directly as billed. District and Centennial Engineers shall agree on said fees prior to such service being performed.

It is specifically understood that the review of plans and specifications, inspections and other requirements made by Centennial are solely for its own purposes and protection and for no other purpose, and do not relieve District of any responsibilities hereunder.

2.2. Connections. District agrees that all connections made at the Points of Connection and the use thereof shall require approval by Centennial, and shall be made in full compliance with Centennial's Rules and Regulations, which Rules and Regulations are uniform with the rules and regulations applicable to Highlands Districts (hereinafter defined) governing the use of Centennial Facilities and with the rules and regulations of the Colorado State Board of Public Health and the Environmental Protection Agency as such rules and regulations may vary from time to time. All connections made at the Points of Connection and the use thereof shall be in full compliance with rules and regulations of the District adopted prior to any connection to a Point of Connection, and in full compliance with this Agreement. To the extent a conflict exists, the more restrictive rule and regulation shall apply. Centennial reserves the right to refuse to allow connection to be made to a Point of Connection or remain connected thereto which Centennial determines, in its discretion, will, because of the anticipated substances to be discharged, damage, overburden, overload, or overtax the capacity of the treatment or transmission facilities or exceed that usage authorized for that particular Point of Connection. Public liability insurance shall provide limits of not less than \$500,000 for injuries or death for one or more than one person in any one accident and damage to property in the amount of \$500,000 arising as the result of the construction of the District Facilities to the Points of Connection above described.

District agrees that all service connections of users to District Facilities shall be made in accordance with Centennial's Rules and Regulations and are subject to inspection by Centennial. District agrees that prior to such connection of any residential, commercial, industrial or other non-residential customer, ten (10) days notice shall be given to Centennial and shall be accompanied by exhibits which clearly state the anticipated amounts, type, and concentration of sewage to be produced, together with the estimated daily water usage and any other information required by Centennial's Industrial Pretreatment Rules and Regulations.

District agrees it will restore as nearly as practicable to the condition prior to disturbance, all lands lying within Highlands Ranch including any of the streets, roadways, alleys, or grounds which it may disturb in installing, operating, or maintaining said connecting water and sewer lines, and that in the use of streets, roadways, or alleys, lying both within and without Highlands Ranch, it will hold Centennial harmless from any and all claims arising directly or indirectly out of the exercise of the authority herein granted; provided, however, Centennial agrees that no such claims will be allowed by it until District shall be given adequate notice of each and every claim in writing and shall have had full opportunity to contest the same if it so desires at its own expense. District agrees that it will furnish Centennial satisfactory proof that it is insured by a public liability insurance carrier authorized to do business in the State of Colorado.

2.3. Capacity. The parties agree that by purchasing the number of equivalent taps set out on Attachment 1, the District is ~~paying for a license to have available that number of water and sewage Equivalent Taps to provide service for the District Service Area at a cost computed by considering expenditure made or to be made for Centennial Facilities, and that the capacities used in said calculations are not owned by District but are used for calculation purposes only. (Said license does not constitute utility service, and does not constitute ownership in any Centennial Facilities or any water rights.)~~ The allocation of said taps to specific parcels shall be based upon the usage determined at the time of the application for a building permit for said parcel. Centennial will not be required to reserve any capacity for that parcel shown on the building permit in excess of the lesser of the number of previously unused Equivalent Taps actually paid for pursuant to this Agreement or the amount to be used as shown on Exhibits attached to the notice required by Paragraph 2.2 of this Agreement.

Nothing herein shall be construed as giving the District or its customers hereunder the right to be placed in a class more favorable than other customers located within Highlands Districts (as hereinafter defined). It is agreed that the water and sewage service hereunder is all to be furnished by Centennial. All other clauses of this Agreement notwithstanding, it is agreed that Centennial retains the right to the total use of the capacity of all Centennial facilities not hereby contracted for. At no time in the future shall the District connect equivalent taps to Points of Connection in excess of the number of equivalent taps paid for pursuant to this Agreement.

2.4. Service Provided. Centennial shall have service available for the District for use of the Equivalent Taps previously purchased hereunder within the District Service Area

potable water in an amount and at a pressure set forth in Attachment 1, and at a quality or as near as is practicable to the quality of water supplied to Highlands Ranch Water and Sanitation District, Phases I, II, IV, V, and VI or the successor Districts if any District is consolidated or becomes a metropolitan district ("Highlands Districts"), and shall accept for treatment at the elevations set forth in Attachment 1 at the Points of Connection, and shall treat or cause to be treated and shall dispose or cause to be disposed of, all sewage that may be delivered to it by the District from the District Service Area all in accordance with the terms of this Agreement and the Rules and Regulations of Centennial, as they may be amended from time to time.

It is understood and agreed that the District will receive service on a metered basis and the District agrees that it will install and maintain, at its own expense, adequate water and sewage meters, the design of which is mutually agreed to by the parties, at all Points of Connection or in lines at mutually agreeable places so as to properly measure and record flow variations and total quantity of all water or sewage flowing through said line or lines to or from the District Service Area. Necessary quality determinations shall also be made at such points from time to time by Centennial. In addition to other costs set out in this Agreement, the inspection and reading of metering equipment by Centennial will be included in the water and sewage service rates established by Centennial and paid by the District. The cost of maintenance of metering equipment shall be borne by the District. In the case of failure of a meter, volume shall be estimated by Centennial upon the basis of a comparable period, adjusted by the number of users, as determined by Centennial.

2.5. Repairs and Maintenance. It is further agreed that if any of the District Facilities require repair or if sewers constructed as District Facilities permit excess inflow or infiltration of surface or ground waters or do not function properly, District will, at its own expense and at no expense to Centennial, repair or rebuild such lines according to such plans and specifications as approved by Centennial, and Centennial reserves the right to inspect all construction, operations, and maintenance of all the District Facilities during the term of this Agreement. Any such excess flow shall for the purpose of this Agreement be considered as sewage and will be metered and paid for by the District as sewage.

District may discharge sewage at the Points of Connection from its Service Area upon the condition, however, that no waste oil, acid or other matter that may be detrimental to the treatment process employed in Centennial's Facilities, nor any excessive storm or ground waters, shall be permitted to be

discharged to said Points of Connection. District shall properly maintain its facilities. If any discharge is permitted contrary to the limitations provided in Section IV, District agrees to do whatever is necessary to meet such limitation or perform said maintenance so as to conform with the requirements of Section IV before discharging the same to said Points of Connection; and in case of its failure to do so after written notice thereof, as set forth in Paragraph 4.3 herein, Centennial may do whatever maintenance work is reasonably necessary and District agrees to pay the expense thereof.

It is understood and agreed that Centennial assumes no responsibility for the operation and maintenance of the District Facilities if those Facilities become clogged, broken, or require any maintenance of any kind or nature.

2.6. Acts of God. Centennial shall not be responsible or liable in any way for acts of God or any other act or acts beyond the control of Centennial which may in any way cause an interruption or discontinuance of the water or sewage service provided for hereunder.

2.7. Term of Agreement. This Agreement shall be for a term of fifty (50) years, but may be extended for an additional 50 years by District by notice to Centennial during the first term hereof subject to earlier termination pursuant to the provisions of this Agreement; provided, that in the event that either Centennial or District shall be dissolved, this Agreement shall terminate upon the effective date of such dissolution.

### III. FEEES, RATES, CHARGES, AND TOLLS

3.1. Rates. District shall pay monthly for all water and sewage services furnished to District by Centennial at the rates established by Centennial, which rates could exceed the uniform rate charged to Highlands Districts but will not exceed the uniform rate charged to Highlands Districts by more than two times, and said Highlands Districts rates shall bear a reasonable relation to the actual cost of providing such service as determined by Centennial in its sole discretion. Water and sewage service rates may be adjusted as to January 1 of each year upon fifteen (15) days' notice to District or at any other time upon ninety (90) days' notice to District. District shall have the right either to pay a portion of such rates or to surcharge its various customers an additional water and sewage service rate.

Centennial shall charge, and District shall pay, said water and sewage service rates as the same shall be determined from time to time by Centennial by resolution. The water and sewage service rate so determined and charged to District shall be

uniformly applicable to any and all customers using similar or comparable facilities of Centennial, exclusive of Highlands Districts.

3.2. District Charges. Nothing herein shall prevent the District from imposing its own rates, fees, tolls, penalties or charges, including tap fees, water and sewer service charges and/or surcharges or other revenue-raising devices permitted by law, with respect to properties within its boundaries.

#### IV. EFFLUENT AND INFILTRATION STANDARDS

4.1. Sewage Standards. The sewage to be delivered by District to said Points of Connection shall be either (1) domestic sewage with a 5-day B.O.D. strength of less than 250 mg. per liter, as domestic sewage is defined in Centennial's Rules and Regulations and as the said definition may, from time to time, be amended and updated pursuant to good engineering standards and practice, or (2) non-domestic sewage as defined in and to the extent permitted by Centennial's Rules and Regulations, and further provided that the industrial effluent is made to conform to any standard of purity then imposed by Centennial's Rules and Regulations by any necessary treatment. To the extent that the sewage delivered by the District to a Point of Connection does not comply with (1) or (2) above, or that sewage is in excess of the sewage from the number of equivalent residential taps authorized to be served at that Point of Connection and Centennial determines that such discharge is an intentional violation of this agreement or that such discharge could be detrimental to Centennial Facilities or cause a violation of Centennial's discharge permit, then under any of these circumstances Centennial shall have the right to disconnect the District's sewage system from said Point of Connection. Centennial shall give notice of such disconnection to the District within 24 hours after such disconnection. Under no circumstances shall drainage from storm sewers, French drains or other similar structures be introduced into the sanitary sewer lines of District or its customers. At any time when Centennial is reasonably sure of the presence in the system of any detrimental discharge including storm or ground water, Centennial may call for a television or other type of inspection of the District Facilities, the cost of such service to be borne by District.

4.2. Inflow and Infiltration Standards. The flow rates and inflow and infiltration in lines of District shall not exceed good engineering practice and usage. General guidelines relative to infiltration in new construction based upon the current state-of-the-art shall be as follows: Inflow and infiltration shall not exceed 50 gallons per 24-hour day per inch of diameter of line per mile. Further, inflow and infiltration shall not



exceed standards established at the time of construction by the Colorado Department of Health in its publication, "Criteria Used in the Review of Wastewater Treatment." It is understood by the parties to this Agreement that as standards may change and become more stringent with the passage of time, inflow and infiltration standards based on the then-existing state of the art as contained in other publications from recognized state and federal sources shall govern the amount of allowable inflow and infiltration as to construction thereafter commenced.

4.3. Remedies. It is agreed that if inflow and infiltration into the sanitary sewer lines of District exceed the standards as set forth in Section 4.2, Centennial shall give District notice in writing directed to the address set forth in the first paragraph of this Agreement, and in the event that District has not proceeded with curative work within ninety (90) days from the date of said notice, Centennial shall have the prerogative of surcharging District for sewage service charges for the excess inflow and infiltration in accordance with its current sewage service charges. When so charged, payment shall be made within thirty (30) days from the date of billing. In addition to the above remedy, in the event District has not proceeded with said curative work within ninety (90) days from the date of said notice, Centennial may, at its discretion, perform, or have performed, on the lines of District, necessary work to eliminate or restrict the inflow and infiltration, and in such case, Centennial shall bill District for up to two times the cost of the said work so performed, and the payments shall be made within thirty (30) days from the date of billing.

4.4. Enforcement of Non-Domestic Effluent Standards. Each of the parties to this Agreement recognizes in the other the right to enforce its respective rules and regulations and the terms of this Agreement by the disconnection of sewage service to those who violate pretreatment effluent standards of Centennial or the rules and regulations of either party or this Agreement, and it is the intent of this Paragraph 4.4 that neither shall interfere with the other in the enforcement of their respective industrial effluent standards, rules and regulations or the terms of this Agreement. District agrees that neither it nor any of its officers, employees or agents by its authority will reconnect any service connection after the same shall have been disconnected by Centennial except by written authority from Centennial to do so. Centennial agrees that it will not reconnect any service connection which shall have been disconnected by District, except on the written request of District. In order to effectuate the intent of this paragraph, both parties shall notify each other of the connection or disconnection of sewage service to users in District's Service Area and such activity shall be at times and in a manner so as to cause a minimum of inconvenience to either party hereto.

## V. WATER USAGE

5.1. Priority of Use. Centennial agrees to use every reasonable means to furnish a continuous supply of water uniformly to the Highlands Districts, District, and any similar future district from its water system at the Points of Connection so as to enable District to furnish an adequate supply of water to all customers within its Service Area. District understands and agrees that Centennial may uniformly limit the use of water in times of water shortage in the following order of priority.

a. First, restriction or rationing of use, which can be accomplished without serious injury to person or property, and prohibition of non-essential uses.

b. Second, prohibition of irrigation except for commercial greenhouses.

c. Third, prohibition of every use except for domestic use and for essential enterprises and industries.

d. Fourth, prohibition of all use except domestic use.

e. Fifth, restriction or rationing of domestic use.

5.2. Enforcement of Rules and Regulations. Each of the parties to this Agreement recognizes in the other the right to enforce its respective rules and regulations and the terms of this Agreement by turning off or disconnecting the supply of water to those who violate such rules and regulations or this Agreement and it is the intent of this paragraph that neither shall interfere with the other in the enforcement of their respective rules and regulations or the terms of this Agreement. District agrees that neither it nor any of its officers, employees or agents by its authority will turn on any service at any Point of Connection after the same shall have been turned off by Centennial, except by written authority from Centennial to do so. In order to effectuate the intent of this paragraph, both parties shall notify each other of the turning on or off of water to users in District's Service Area and such activity shall be at times and in a manner so as to cause a minimum of inconvenience to either party hereto.

5.3. Water Supply. The District agrees that hereafter it will supply no water in its Service Area except that secured from the Points of Connection and the District will devote its water facilities permanently to that function, and that it will not make or permit any connection whatsoever to any other supply. District shall be relieved of the obligations of this paragraph as to any portion of its Service Area as to which Centennial

shall agree in writing, which agreement shall not be unreasonably withheld.

Both parties to this Agreement recognize that the water supply for the Denver Metropolitan Area is dependent upon sources which are variable in quantity and beyond the control of Centennial. No liability shall attach to Centennial hereunder on account of any failure to accurately anticipate availability of water supply or because of an actual failure of water supply due to inadequate run-off or other occurrences beyond the reasonable control of Centennial. Centennial agrees to construct and devote adequate facilities to make available to District a permanent water supply in view of historical experience with water run-off so far as reasonably possible. Centennial's judgment in utilizing safety factors shall not be questioned unless clearly unreasonable. Centennial agrees that it will not obligate itself to furnish a greater amount of water than it can reasonably anticipate will be available for the entire area for which Centennial has accepted responsibility.

5.4. Ownership, Use, Reuse, and Treatment of Water. All water furnished hereunder is on a contractual water supply basis for the use of District and its customers for all the various purposes for which Centennial or its suppliers have a contractual right to a water supply or have been decreed the right to appropriate water. Such right to use water by District and its customers does not include any right to make a succession of uses of such water, and upon completion of the primary use by District or its customers, all dominion over the water so used reverts completely to Centennial. Except as herein specifically otherwise provided, all property rights, if any, to the water to be furnished by Centennial hereunder are reserved to Centennial, provided, however, that nothing herein, except Section 2.4, shall be deemed or construed as creating an obligation on Centennial to separate said water from any material added to it in use by District or its customers, or as creating any obligation on Centennial regarding treatment or purification of the total mass after use by District and its customers. It is the obligation of District to cooperate with Centennial to ensure that water originating in the system controlled by Centennial is used without waste. Without modifying the foregoing, it is mutually agreed that there is no obligation on District with respect to creating any particular volume of return flow from water delivered hereunder.

## VI. DEFAULTS

6.1. Defaults by District. A default by District shall exist if District shall fail to pay when due any amounts due hereunder, or shall fail to comply with any agreement, term, covenant or condition in this Agreement applicable to District,

and such breach, failure to pay or failure to comply shall continue for a period of thirty (30) days after notice thereof given by Centennial to District, or, if such breach or failure to comply cannot reasonably be cured within such thirty (30) day period, if District 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.

6.2. Specific Performance. Provided it is not in default hereunder either party may enforce its rights under this Agreement by specific performance under the laws of the State of Colorado.

6.3. Disconnection. If District is in default as provided in Paragraph 6.1, Centennial may, in addition to any other remedies set out in this Agreement, give District notice in writing thereof and may disconnect service one year thereafter. During said one year period Centennial may deny District the right to make any additional connections to either Centennial's or District's Facilities. If this Agreement is terminated under this provision, District's rights hereunder shall terminate and District shall have no claim or right of any kind against Centennial or Centennial's Facilities.

## VII. MISCELLANEOUS

7.1. Compliance with Laws. Both parties agree that in performing their respective obligations under this Agreement, they shall each comply with all laws, rules, regulations, ordinances and orders of any governmental authority having jurisdiction.

7.2. Notices. All notices under this 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 to receive the notice at the address set forth for such party in the first paragraph of this Agreement, or at such other address as either party may notify the other of in writing.

7.3. Entire Agreement. This 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 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.

7.4. Attorneys' Fees. In the event either party shall be in breach of this Agreement, all expenses incurred by the other party in terminating or enforcing this Agreement, including attorneys' fees, shall be paid by the prevailing party.

7.5. No Third-Party Beneficiaries. None of the terms, conditions or covenants contained in this Agreement shall be deemed to be for the benefit of any person, customer or user not a party hereto.

7.6. Assignability. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

7.7. Effective Date. This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Extended Service Area Water and Sewage Agreement the day and year first above written.

CENTENNIAL:

CENTENNIAL WATER AND  
SANITATION DISTRICT, a  
Colorado quasi-municipal  
corporation

By:   
Vice President

DISTRICT:  
NORTHERN DOUGLAS  
COUNTY WATER AND  
SANITATION DISTRICT, a  
Colorado quasi-municipal  
corporation

By:   
President

ATTACHMENT 1

NORTHERN DOUGLAS COUNTY PARTICIPANTS IN CMSD ESA TAPS AS OF 5/16/89  
 WATER SYSTEM

ESA FLOW AVAILABILITY PER PARCEL (GPD)

UPDATED: 5/17/89

FILE NAME: ESATAPS.WR1

PARTICIPANT	PARCEL NO.	LAND USE	** MAX.	PT. OF CONNECT.	ZONE	FLOW AVAILABLE	H.G.L.
			NO. OF TAP EQUIV.			(GPD) AV DAY	
ABELL, R & P	NW32	C	4	710	1	1,840	5770
ANDERSON, C.	NW28	C	4	711	1	1,840	5770
*ODDSON/THOMAS INVESTMENTS	NW26	C	3	710	1	1,380	5770
LEE, WILLIAM	NW26	C	2	710	1	920	5770
TAUCK	NW22	C	2	702	1	920	5770
STERLING REC ORG-SCHOOLER	NW29	C	1	702	1	460	5770
HOPE, GROVER	NE13	C	20	707	4	9,200	6020
MULHALL, JANE M.	NE11	C	3	707	4	1,380	6020
HOME BUILDERS/MCDOWELL INVEST.	NE9	C	1	707	4	460	6020
TOTALS			40			18,400	

\* PREVIOUSLY OWNED BY SO. SANTA FE LAND

ZONE TOTALS AV DAY

\*\* TOTAL NOT TO EXCEED 20 TAPS

ZONE ONE 6,900

ZONE TWO 0

H.G.L.: HYDRAULIC GRADE LINE

ZONE THREE 0

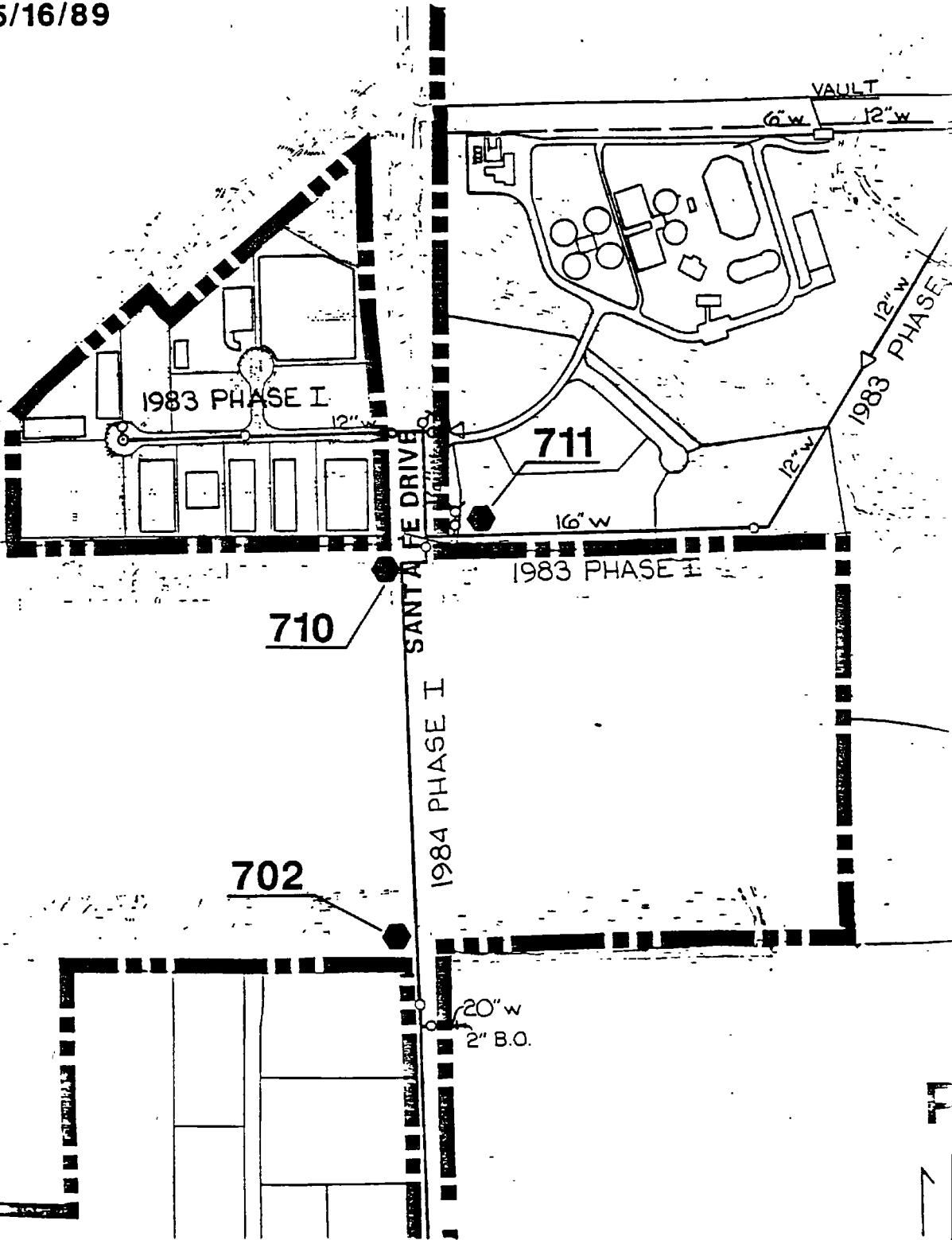
ZONE FOUR 10,580

PRESSURE = (H.G.L. - PT. OF CONNECT. ELEVATION) \* .433

ZONE FIVE 0

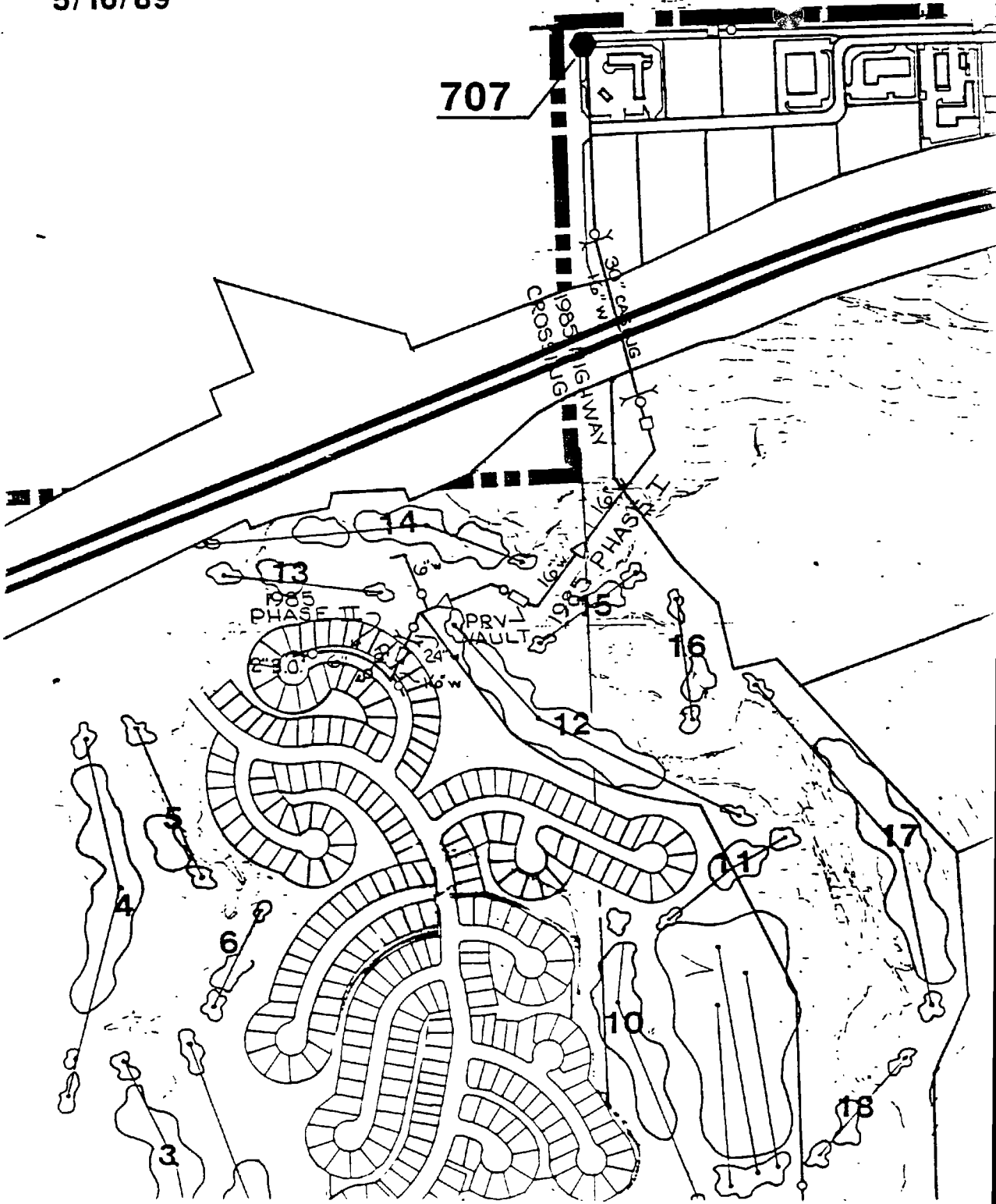
# ESA POINTS OF CONNECTION

5/16/89



# ESA POINTS OF CONNECTION

5/16/89





ATTACHMENT 1

NORTHERN DOUGLAS COUNTY PARTICIPANTS IN CWSO ESA TAPS AS OF 5/16/89  
 WASTEWATER SYSTEM  
 POINTS OF CONNECTION & MANHOLE INVERTS  
 UPDATED: 5/17/89  
 FILE NAME: ESATPSWR.WR1

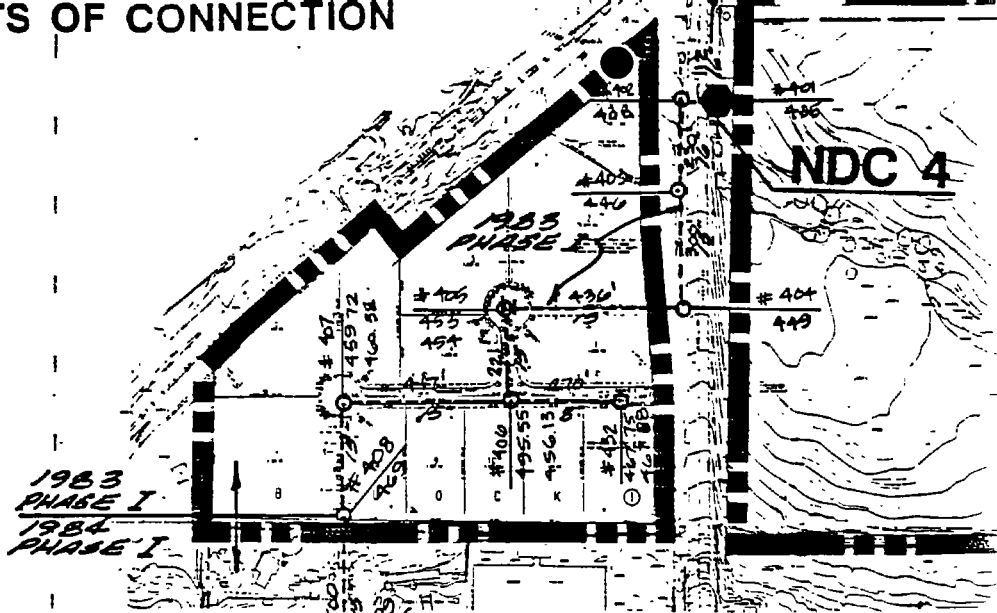
PARTICIPANT	PARCEL NO.	LAND USE	** MAX. NO. OF TAP EQUIV.	SEWER PT. OF CONNECT.	P.O.C. MH. INVERT
ABELL, R & P	NW32	C	4	NDC3	5498
ANDERSON, C.	NW28	C	4	NDC4	5435
*DODSON/THOMAS INVESTMENTS	NW26	C	3	NDC2	5513
LEE, WILLIAM	NW26	C	2	NDC2	5513
TAUCK	NW22	C	2	NDC2	5513
STERLING REC ORG-SCHOOLER	NW29	C	1	NDC4	5435
HOPE, GROVER	NE13	C	20	NDC1	5733
MULHALL, JANE M.	NE11	C	3	NDC1	5733
HOME BUILDERS/MCDOWELL INVEST.	NE9	C	1	NDC5	5755
TOTALS			40		

\* PREVIOUSLY OWNED BY SO. SANTA FE LAND

\*\* TOTAL NOT TO EXCEED 20 TAPS

# ESA POINTS OF CONNECTION

5/16/89



NDC 3

1984 PHASE I

NDC 2

PA

1984 PHASE I

# ESA POINTS OF CONNECTION

5/16/89

## NDC 1

## NDC 5

1984 PHASE

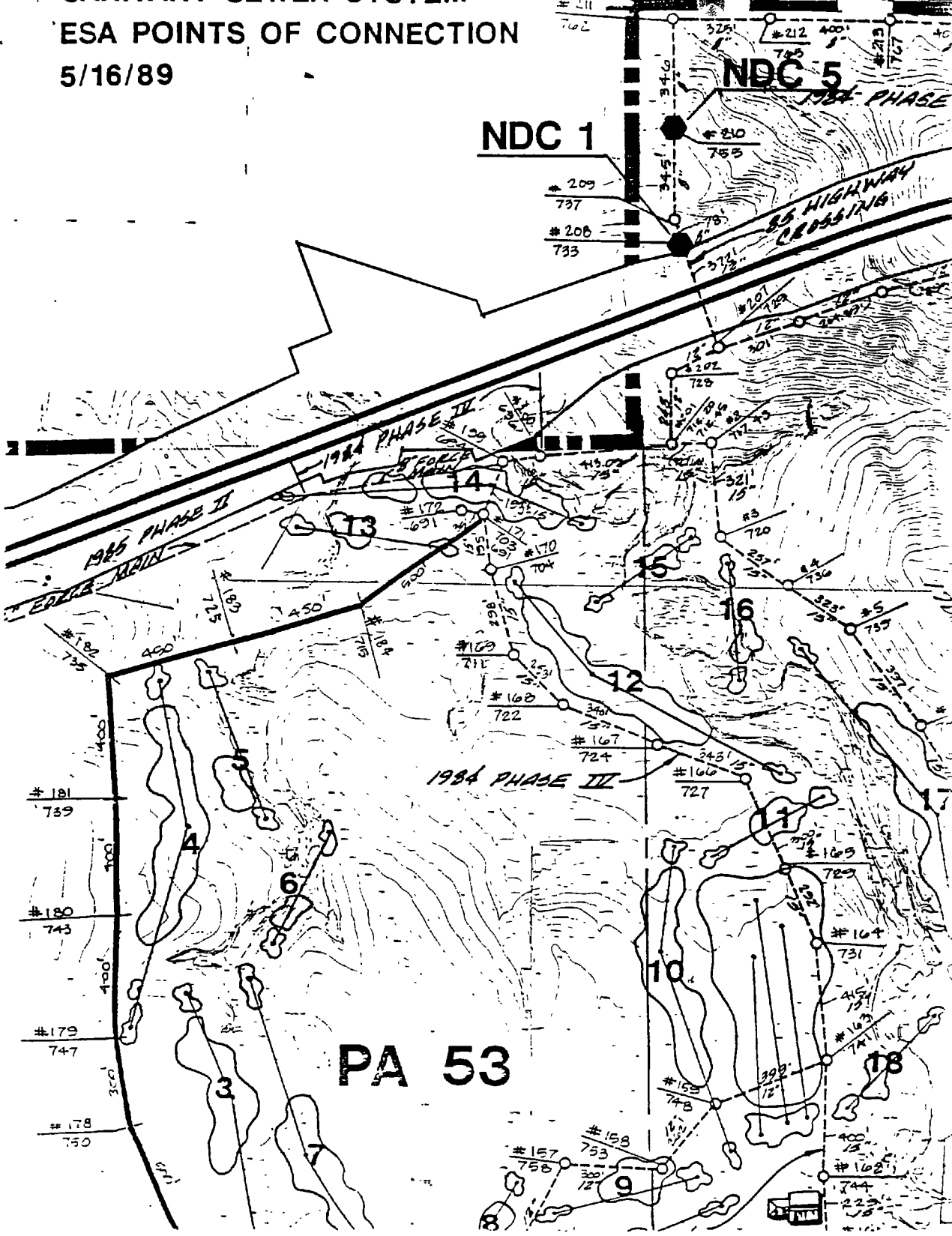
1985 PHASE II  
EDGE AREA

1984 PHASE IV

1984 PHASE III

# PA 53

85 HIGHWAY  
CROSSING



ATTACHMENT 3  
(To 1989 Service Agreement)  
(Page 1 of 15)

Name: Jane M. Mulhall Consolidated Trust

Legal Description: That part of the North one-half of the Northeast Quarter of Section 6, Township 6 South, Range 67 West of the 6th P.M., Douglas County, Colorado, described as follows: Commencing at the Northwest corner of the NE 1/4 of said Section; thence South along the West line of said NE 1/4 of said Section, 66.6 feet to the TRUE POINT OF BEGINNING; thence South along the West line of the NE 1/4 of said Section, 1459.3 feet, more or less to the Southwest corner of the N 1/2 NE 1/4 of said Section; thence East along the South line of the N 1/2 NE 1/4 of said Section, 499.9 feet, more or less, to the Southwest corner of tract conveyed in Book 175 at Page 97; thence North parallel to the West line of said NE 1/4 1016.73 feet; thence West parallel to the North line of said NE 1/4, 95.0 feet; thence North parallel to the West line of said NE 1/4 and also along the West line of tract conveyed in Book 158 at Page 32, 442.0 feet to a point 60.0 feet South of the North line of said NE 1/4; thence Westerly 404.9 feet more or less, to the Point of Beginning, County of Douglas, State of Colorado

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Name: Dodson/Thomas Investments

Legal Description: LOT 2 & TRACT A SOUTH SANTE FE LAND FILING  
#1 COUNTY OF DOUGLAS, STATE OF COLORADO

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Name: Grover H. Hope

Legal Description: A Parcel of land located in the N 1/2 NE 1/4 of Section 6, Township 6 South Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows: Beginning at a point on the south line of County Road which is 1663.3 feet West and 38.0 feet south of the Northeast corner of said Section 6; thence South parallel with the West line of said N 1/2 NE 1/4, a distance of 1474.02 feet to a point on the South line of said N 1/2 NE 1/4; thence East along the south line of said N 1/2 NE 1/4 a distance of 1676.70 feet to the southeast corner of said N 1/2 NE 1/4 thence North along the east line of said N 1/2 NE 1/4, a distance of 682.66 feet to a point; thence West, parallel with the north line of said N 1/2 NE 1/4, a distance of 561.0 feet to a point; thence North parallel with the east line of said N 1/2 NE 1/4, a distance of 776.24 feet to a point on the south line of County Road, 30 feet south of the north line of said N 1/2 NE 1/4; thence West along the south line of County Road and 30 feet south of and parallel with the north line of said N 1/2 NE 1/4, a distance of 833.0 feet; thence Southwesterly along the south line of County Road, a distance of 269.3 feet more or less, to the point of beginning, EXCEPTING therefrom that portion for Highway C-470 right of way and parcel acquisition which was the subject of condemnation proceedings in Douglas County, Colorado Case No 83CV2\_\_ Containing 29.280 acres, more or less.

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Name: Grover H. Hope

Legal Description: A Parcel of land located in the N 1/2 NE 1/4 of Section 6, Township 6 South Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:  
Beginning at a point on the south line of County Road which is 1663.3 feet West and 38.0 feet south of the Northeast corner of said Section 6; thence South parallel with the West line of said N 1/2 NE 1/4, a distance of 1474.02 feet to a point on the South line of said N 1/2 NE 1/4; thence East along the south line of said N 1/2 NE 1/4 a distance of 1676.70 feet to the southeast corner of said N 1/2 NE 1/4 thence North along the east line of said N 1/2 NE 1/4, a distance of 682.66 feet to a point; thence West, parallel with the north line of said N 1/2 NE 1/4, a distance of 561.0 feet to a point; thence North parallel with the east line of said N 1/2 NE 1/4, a distance of 776.24 feet to a point on the south line of County Road, 30 feet south of the north line of said N 1/2 NE 1/4; thence West along the south line of County Road and 30 feet south of and parallel with the north line of said N 1/2 NE 1/4, a distance of 833.0 feet; thence Southwesterly along the south line of County Road, a distance of 269.3 feet more or less, to the point of beginning, EXCEPTING therefrom that portion for Highway C-470 right of way and parcel acquisition now in condemnation proceedings in Douglas County, Colorado Case No 83CV215 Containing 29.280 acres, more or less.

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Name: Douglas Land Company

Legal Description: A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 6, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°25'08"W AND ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6 A DISTANCE OF 2398.55 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 101328, AS RECORDED IN THE DOUGLAS COUNTY RECORDS; THENCE NORTHERLY AND WESTERLY ALONG THE EAST LINE AND THE NORTH LINE OF SAID TRACT DESCRIBED UNDER RECEPTION NO. 101328 THE FOLLOWING TWO COURSES:

1. N00°42'47"E A DISTANCE OF 625.00 FEET
2. N77°52'09"W A DISTANCE OF 310.14 FEET TO A POINT ON A LINE 30.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6;

THENCE N00°42'47"E AND ALONG A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6, A DISTANCE OF 1944.35 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, AS PLATTED IN HUTTNER SUBDIVISION UNDER RECEPTION NO. 189904, AS RECORDED IN THE DOUGLAS COUNTY RECORDS; THENCE N88°58'48"E AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 2656.05 FEET TO A NO. 5 REBAR; THENCE N78°45'00"E A DISTANCE OF 5.80 FEET TO A 2" BRASS CAP BEING THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 6; THENCE S00°10'48"E AND ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 6 A DISTANCE OF 2658.43 FEET TO THE POINT OF BEGINNING, CONTAINING 158.385 ACRES.



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Name: William E. and Dorothy Lee

Legal Description: Lot 1, TOGETHER with a Non-Exclusive  
Easement for Ingress and Egress over and  
across Tract "A", SOUTH SANTA FE LAND,  
FILING NO. 1, County of Douglas, State of  
Colorado

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Name: Robert E. and Priscilla C. Abell

Legal Description: Lots 5, 6, 7, and 8 inclusive, Struby's  
resurvey, Douglas County, Colorado

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Name: James A. Ord, Jr. and Gisela Ord

Legal Description: Commencing at the Southeast corner of the SE1/4 of Section 6, Township 6 South, Range 68 West of the 6th P.M.; thence North 89 deg. 19' West along the South line of said SE1/4 to the West right-of-way line of U.S. Highway No. 85; thence North 0 deg. 17' West along said right-of-way line, a distance of 908.51 feet to a point on the North line of Highline Canal, as established by instrument recorded November 30, 1880 in Book K at Page 406, the true point of beginning; thence North 86 deg. 19' West, a distance of 127.25 feet along the Northerly right-of-way line of the High Line Canal; thence along the arc of a curve to the left, the radius of said curve being 647.96 feet continuing along the North line of Highline Canal for a distance of 430.61 feet, the delta angle of said curve being 38 deg. 04'37"; thence North 0 deg. 47'32" East, a distance of 521.75 feet; thence South 89 deg. 34'38" East, a distance of 525.39 feet to the West right-of-way line of U.S. Highway No. 85; thence South 0 deg. 17' East, a distance of 414.06 feet along the West right-of-way line of said Highway to the point of beginning

County of Douglas  
State of Colorado

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Name: Jack Ford  
Homebuilders, Inc.

Legal Description: Part of the North one-half of the Northeast Quarter of Section 6, Township 6, South, Range 67 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:  
The South 329.90 feet of the North 359.90 feet of the East 561.00 feet of said North half of the Northeast Quarter of Section 6, containing 185,060 square feet or 4.248 acres.

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**Name:** Group W Radio, Inc.

**Legal Description:** A parcel of land located in the North 1/2 NE 1/4 of Section 6, Township 6, South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows, to-wit:

Beginning at a point which is 1663.3 feet West and 502.0 feet South of the Northeast corner of said Section 6; thence South, parallel with the West line of said North 1/2 Northeast 1/4, a distance of 1010.02 feet to a point on the South Line of said North 1/2 Northeast 1/4; thence West along the South Line of said North 1/2 Northeast 1/4, a distance of 483.0 feet to a point 499.9 feet East of the Southwest corner of said North 1/2 Northeast 1/4; thence North, parallel with the West line of said North 1/2 Northeast 1/4, a distance of 1016.73 feet to a point which is 502 feet South of the North Line of said Section 6; thence East, parallel with the North Line of said North 1/2 Northeast 1/4, a distance of 483.0 feet, more or less, to the point of beginning, together with an easement for ingress and egress being a parcel of land 30 feet in width, the Easterly and Northerly Line of said easement described as follows:

Beginning at a point on the South Line of the County Road, which point is 2241.3 feet West and 60 feet South of the Northeast corner of said Section 6; thence South 442 feet along the West Line of property described in Deed recorded in Book 158 at Page 32, to the Southwest corner of said property described in Book 158 at Page 32; thence East 95 feet along the South Line of property described in Book 158 at Page 32, to the Northwest corner of subject property; thence South 500 feet along the West Line of subject property.

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**Name:** Robert S. Ohlson, D.C.

**Legal Description:** Lots 1, 2, 4, 5, and 6, Plum Valley  
Subdivision, Douglas County, Colorado.

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**Name:** Ernie J. and Dixie F. Tauck

**Legal Description:** That part of the SE 1/4 of Section 6, Township 6 South, Range 68 West of the 6th P.M., County of Douglas, State of Colorado, described as follows: Commencing at the Southeast corner of the SE 1/4 of Section 6, thence West along the South line of Section 6, a distance of 105.3 feet to the true point of beginning; thence North along the right-of-way of U.S. Highway 85 a distance of 200.0 feet; thence West and parallel to the South line a distance of 200.0 feet; thence South and parallel to U.S. Highway 85 right-of-way line, a distance of 200.0 feet; thence East parallel to the South line of said Section 6 a distance of 200.0 feet to the true point of beginning.

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Name: Gene and Janis Hilgers

Legal Description: That part of the Southwest 1/4 of Section 6, Township 6 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, described as follows: Commencing at the Southwest corner of said Section 6; Thence North 700 feet; Thence S78 E 338 feet more or less to a point which is 334 feet East of the West line of said Section 6; Thence South 625 feet to the South line of said Section 6; Thence West 334 feet to the point of beginning.



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**Name:** Steven F. Dallman  
Intravest 320, Ltd.

**Legal Description:** The East 1/2 of the Northwest 1/4 of Section 20, Township 6 South, Range 67 West of the 6th Principal Meridian, the South 1/2 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, the North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 6 South, Range 67 West of the 6th Principal Meridian, together with a nonexclusive easement and right of way for road purposes over the East 30 feet of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 6 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado.

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Name: Carl W. Anderson, Jr. and Mary E. Anderson

Legal Description: LOT 1, BLOCK 2 - A tract of land in the Southwest Quarter of the Southwest Quarter of Section 5, Township 6 South, Range 68 West of the Sixth Principal Meridian (6th P.M.) County of Douglas, State of Colorado more particularly described as follows:

Beginning at the Northwest Corner of said Southwest Quarter; thence N 89 degrees 15'42"E, a distance of 1344.71 feet to the Northeast corner of said Southwest Quarter; thence S 00 degrees 35'19"W, a distance of 502.75 feet to a point on a curve concave to the right, having a radius of 791.3 feet, a central angle of 11 degrees 40'50", and an arc length of 161.32 feet; thence S 88 degrees 14'54"W, a distance of 224.55 feet to a point on a curve to the right having a radius of 1834.49 feet, a central angle of 06 degrees 12'41" and an arc length of 166.86 feet; thence N 86 degrees 32'25"W, a distance of 774.00 feet; thence N 00 degrees 39'45"E, a distance of 155.40 feet; thence N 86 degrees 32'25"W, a distance of 20.00 feet; thence N 00 degrees 39'45"E, a distance of 275.00 feet to the point of beginning.

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Name: Douglas County School District Re-1

Legal Description: A parcel of land in the Northeast Quarter of Section 7, Township 6 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being particularly described as follows:

Commencing at a point on the north line of the Northeast quarter of said Section 7 from which the Northeast corner of said Section 7 lies easterly 820.30 feet; thence southerly on a deflection angle to the left of 90°, a distance of 60.00 feet to the True Point of Beginning, said True Point of Beginning being on the southerly right-of-way line of the County Road;

thence continuing southerly on the aforementioned course, a distance of 800.00 feet; thence on a deflection angle to the right of 90°, a distance of 738.65 feet to a point of intersection with the easterly right-of-way line of the Highline Canal; thence northerly along said easterly right-of-way line the following three courses:

1. thence on a non-tangent curve to the right, the tangent of which deflects to the right 58°51'14", its delta being 41°19'42" and its radius being 415.69 feet, an arc length of 299.84 feet to a point of tangency;
2. thence along said tangent a distance of 327.84 feet to a point of curvature;
3. thence along a curve to the right, its delta being 26°02'11" and its radius being 456.03 feet, an arc length of 207.23 feet to a point of non-tangency, said point being on the southerly right-of-way of the County Road and being 60.00 feet south of the north line of said Section 7 when measured at right angles;

thence on a deflection angle to the right of 53°46'54" from the tangent of the aforementioned curve, on the Southerly right-of-way line of the County Road, a distance of 653.14 feet to the True Point of Beginning, containing 13.88 acres, more or less.