

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

November 13, 2023

Triview Metropolitan District Office
16055 Old Forest Point Suite 302
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Disclosure of Conflicts
4. Approval of Agenda
5. Public Comment
6. Public Hearing on a request for the Inclusion of Property into the Triview Metropolitan District Subdistrict A
7. Approval of Consent Agenda
 - a. Prior Meeting Minutes
October 19, 2023, Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for October 2023 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
8. Operations Reports
 - a. District Manager Monthly Report (enclosure)
 - b. Assistant District Manager (Steve Sheffield)
 - c. Public Works and Parks and Open Space Updates (Matt Rayno)
 - d. Utilities Department Updates (Shawn Sexton)
9. Action Items:
 - a. Review and Consider Resolution 2023-08, 2024 Annual Administrative Resolution of the Triview Metropolitan District. (enclosure)

- b. Review and Consider Resolution 2023 -09 acceptance of a petition for the Inclusion of Property into the Triview Metropolitan District Subdistrict A. (enclosure)
 - c. Review and Approval of Amendment to Triview's Convey, Treat and Deliver Contract with Colorado Springs Utilities, to provide for greater clarity as to Triview's ability to include additional lands into its service area, to provide water service outside of the Triview's boundaries pursuant to contracts/commitments, and to wheel water through the NDS to other entities, specifically including the Forest Lakes Metropolitan District. Such amendment is pending review and approval by Colorado Springs City Council and Colorado Springs Utilities Board, and upon approval of this measure by the Triview Board, the District Manager is authorized to execute such amendment on behalf of Triview, subject to approval by City Council/Utilities Board. (enclosure)
 - d. Review and Consider a Cell Site Lease Agreement between Dish Wireless LLC and the Triview Metropolitan District for a Cell Phone Tower located at the District's C-Plant and authorization for the District Manager to sign. (enclosure)
10. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.
- a. Checks of \$5,000.00 or more (enclosure)
 - b. October 2023 Financials (enclosure)
11. Legal Comments (George Rowley Triview General Counsel)
12. Update Board on Public Relation activities.
- Newsletter distribution
13. Executive Session §24-6-402(4) (a), (b), (e), Acquisitions, Legal Advice, and Negotiations, regarding the following general topics:
- Water Supply Contracts
 - Property Acquisitions
 - Strategic Planning
 - Change Cases

15. Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/82449019347?pwd=TU1ZQmRxWm1RZy9YVTZoczIQWFpDQT09>

Meeting ID: 824 4901 9347

Passcode: 357545

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE HELD

October 19, 2023

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, October 19, 2023, beginning at 5:30 p.m. The meeting was conducted via Zoom and in person. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President	Mark Melville, present
Vice President	Anthony Sexton, present
Secretary/Treasurer	James Barnhart, present
Director	Amanda Carlton, present

Director Jason Gross was absent. This absence was approved by the Board of Directors.

Also, in attendance were on roll call:

James McGrady, District Manager
Steve Sheffield, Assistant District Manager
Joyce Levad, District Administrator
Chris Cummins, District Water Attorney
George Rowley, Triview General Counsel
Shawn Sexton, Water Utilities Water Treatment Manager
Matt Rayno, Parks, and Open Space/Public Works Superintendent
Natalie Barszcz, Our Community News
Ann-Marie Jojola, resident

DISCLOSURE OF CONFLICTS

None.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed, for the Board's approval, the proposed agenda. A motion was made by Secretary/Treasurer Barnhart to approve the agenda. Upon a second by Director Carlton. A vote was taken, the motion carried unanimously.

PUBLIC COMMENT NOT RELATED TO AMENDED 2022 BUDGET HEARING

Mrs. Jojola wished to thank the District for conducting a traffic study on Gleneagle Dr. Speed limits will be set at 25mph through the curves near the Train Park. Speed limits will be increased to 30 mph on the straighter zones further up the hill. A split rail fence will be installed at Train Park to prevent children from pursuing toys into Gleneagle Dr. More "crosswalk" signs to be installed along the corridor. Efforts are being made to improve vehicular and pedestrian traffic.

Consent Agenda

- a) Prior Meeting Minutes
September 21, 2023, Regular Board Meeting (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for September 2023 (enclosure)
- d) Tax Transfer from Monument (enclosure)

A motion was made by Secretary/Treasurer Barnhart to approve the consent agenda. The motion was duly seconded by Director Sexton. A vote was taken, the motion carried unanimously.

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady discussed collaboration with Colorado Water Conservation Board (CWCB) for additional funding for the South Reservoir project.
- Mr. McGrady also discussed the continuing NDS project. The pipeline should all be installed by the end of October. The milling and paving process of Roller Coaster has begun. All paving should be complete by mid-November. Total cost of project so far, \$15,000,000.

RECORD OF PROCEEDINGS

- The Forest Lake participation agreement is being worked on by both Mr. McGrady and Mr. Cummins. An agreement with both parties is to be completed by year end.
- Mr. McGrady explained the interview process with Mary Shinn from the Gazette.
- Final flow test for pump being conducted at South Reservoir “as we speak”.
- Work continues for permitting on both AVIC and Bale ditches for diversion structures.
- The RFP for design of the NMIC is “on the street”. A decision by mid-November is expected. Mr. McGrady sits on the selection Board.
- Work continues with District 38 in regards to the new design of Higby Rd.

OPERATIONS REPORT

Assistant District Manager (Steve Sheffield)

- Mr. Sheffield reported that he was “on the road” from being present at the final flow test of the pump at the South Reservoir.
- Wanting to maintain safety, Mr. Sheffield asked to entertain any questions from the Board instead of reporting from his normal list.
- Mrs. Carlton inquired about the SDA conference. Mr. Sheffield reported that the conference is an excellent refresher for employees and Board members.

Public Works and Parks and Open Space Updates (Matt Rayno)

- Mr. Rayno reported that he was attending the Wester Snow and Ice Conference in Loveland. There are several aspects that Matt will incorporate into snow removal operations.
- Most of the District’s irrigation system is winterized for the season. Only Sanctuary Point is left to be completed.
- Employees will begin District crack sealing program will begin in two weeks.
- Fall cleanup has begun. Transition to winter and snow ops has begun.
- Next year Burke Hollow Park will be upgraded with a new playground and gazebo.

RECORD OF PROCEEDINGS

Utilities Department Update (Shawn Sexton)

- Mr. Sexton and Mr. Lewis were “on the road” returning from the final flow test of the pump station at the South Reservoir Complex. Cell coverage is spotty, and they were not attending the meeting at this time.
- Mr. McGrady reported that water sales were up in September.
- All wells are operational. Well A-4 had a check valve replaced and is now fully operational.
- The backflow prevention plan was completed with 100% compliance. This is a State mandated program.
- The new vac truck is being utilized for the commercial areas and limited residential areas at this time. Cost savings of \$ 48,000.00 so far!
- The storage facility for the vac truck is nearly completed. Only attic insulation remains to be completed.

ACTION ITEMS:

Mr. Cummins wanted to discuss the negotiations with AGRA pertaining to the Excelsior Ditch Water Use Agreement to utilize each party’s water if that party is not using their water. The Agreement needs to be signed by TMD. The Board directed Jim to sign the agreement.

FINANCIALS AND PAYABLES

Approve and Ratify Checks over \$5,000 – The Board reviewed the payment of claims over \$5,000. A motion to approve checks greater than \$5,000 was made by Director Barnhart. The motion was duly seconded by Director Sexton. A vote was taken. The motion carried unanimously.

Monthly Cash Position and Unaudited Financial Statements - The Board reviewed the October 2023 unaudited Financial Statements as presented. A motion to approve the District’s September 2023 Financial Statements was made by Director Barnhart. The motion was duly seconded by Director Sexton. A vote was taken, the motion carried unanimously.

RECORD OF PROCEEDINGS

LEGAL COMMENTS

Mr. Cummins had deeds from Conexus that need to be signed.

PUBLIC RELATIONS:

The new newsletter should be sent out mid-November. Another newsletter will be sent out in January 2024 that will recap the year 2023.

BOARD BREAK

The Board took a break at 6:34 p.m. before entering Executive Session.

EXECUTIVE SESSION:

Entered executive session at 6:43 p.m. on a motion by Mr. Barnhart and seconded by Mr. Sexton per State Statute 34-6-402(A), (B), (E), Acquisitions, Legal Advice, and Negotiations regarding general topics:

- Water supply contracts.
- Property acquisitions.
- Strategic planning.
- Change cases.

The motion was seconded by Mr. Barnhart. A vote was taken. The motion carried unanimously.

The Board left the executive session at 8:01 p.m. and returned to the regular session. No further actions were taken.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Barnhart. The motion was duly seconded by President Melville. A vote was taken. The motion carried unanimously. The meeting was adjourned at 8:01 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 10/1 to 10/31/2023
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$112,638.13	2171
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$43,045.83	2149
Rate Code 01 Triview Metro - Res Water Base Rate	\$67,914.00	2170
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$99,157.14	2147
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$82,798.98	1386
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$16,689.02	176
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$4,509.57	37
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	(\$132.86)	7
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$2,936.36	28
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,755.60	28
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$6,292.50	30
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$3,887.40	31
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$7,131.50	17
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$4,263.60	17
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$2,516.97	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,504.80	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$24,609.43	77
Usage Fee Triview Metro - Com Water Use Rate	\$36,652.30	77
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,442.10	23
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$2,257.20	18
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$4,263.60	17
Usage Fee Triview Metro - Com Irr Water Use	\$52,344.57	56
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$11,420.00	2284
Title Prep Fee Triview Metro - Title Request Fee	\$600.00	12
Triview Metro - 5% Late Fee	\$2,895.06	193
Special Impact Triview Metro - Special Impact Fee	\$2,450.00	245
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee	\$25.00	1
Total Accounts	\$596,080.80	13404

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2176
Rate Code 02 - Commercial Account 1"	27
Rate Code 03 - Irrigation Account 1"	22
Rate Code 04 - Commercial Account 1 1/2"	35
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	13
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	17
Rate Code 11 - Irrigation Account 1 1/2"	14
Rate Code 12 - Permitted	
Total Accounts	2310

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 84,030.76
Amount Past Due 31-60 Days	\$ 6,501.84
Amount Past Due 61-90 Days	\$ (906.62)
Amount Past Due 91-120 Days	\$ (671.83)
Amount Past Due 120+ Days	\$ (2,683.63)
Total AR	\$86,270.52

Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$348,434.72	1502
Payment - Check Key Bank	\$184,107.02	606
Payment - On Site	\$63,131.47	148
Refund CREDIT	(\$2,705.11)	19
REVERSE Payment	(\$1,723.28)	3
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF	(\$357.71)	1
Total Receipts	\$590,887.11	2279
Checks versus Online Payments	33.42% Checks	66.58% ACH's

Water	Gallons	Accounts
Gallons sold 8-31 to 9-29-2023 =	35,323,590	2306
Gallons sold 9-29 to 11-3-2023 =	23,514,559	2315

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	5	475,575	1.35%
40,001 - 50,000	7	305,121	0.86%
30,001 - 40,000	31	1,055,732	2.99%
20,001 - 30,000	138	3,258,321	9.22%
10,001 - 20,000	935	13,021,192	36.86%
8,001 - 10,000	278	2,501,567	7.08%
6,001 - 8,000	256	1,793,748	5.08%
4,001 - 6,000	215	1,081,023	3.06%
2,001 - 4,000	183	550,036	1.56%
1 - 2,000	117	136,528	0.39%
Zero Usage	10	0	0.00%
Total Meters	2175	24,178,843	68.45%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	27	3,920,651	11.10%
40,001 - 50,000	14	651,787	1.85%
30,001 - 40,000	7	249,573	0.71%
20,001 - 30,000	3	81,403	0.23%
10,001 - 20,000	6	87,070	0.25%
8,001 - 10,000	2	19,273	0.05%
6,001 - 8,000	2	14,504	0.04%
4,001 - 6,000	2	9,657	0.03%
2,001 - 4,000	8	24,454	0.07%
1 - 2,000	6	6,713	0.02%
Zero Usage	1	0	0.00%
Total Meters	78	5,065,085	14.34%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	23	5,600,462	15.85%
40,001 - 50,000	3	134,534	0.38%
30,001 - 40,000	5	174,741	0.49%
20,001 - 30,000	1	23,880	0.07%
10,001 - 20,000	7	118,158	0.33%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	2	13,620	0.04%
4,001 - 6,000	1	5,279	0.01%
2,001 - 4,000	2	5,643	0.02%
1 - 2,000	4	3,345	0.01%
Zero Usage	5	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16348	Treetop Glory Court	Classic Homes	10/12/23	\$48,431.06
			Total:	\$48,431.06

JACKSON CREEK NORTH (CREEKSIDE)				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
982	Lone Deer Drive	Classic Homes	10/09/23	\$45,196.57
16808	Greyhawk Drive	Tralon Homes	10/31/23	\$45,476.08
16858	Greyhawk Drive	Tralon Homes	10/31/23	\$45,316.24
892	Nalsmith Lane	Tralon Homes	10/31/23	\$45,476.08
889	Old Grotto Dr.	Tralon Homes	10/31/23	\$45,887.81
			Total:	\$227,352.78

HOME PLACE RANCH				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
			Total:	\$0.00

Town of Monument Tax Letter will be submitted
on December 2023 Board packet.



Assistant Manager Training Report

- Completed final manufacturer pump test for South Reservoir pump station.
- Site visit inspection entire length of B4 NDS construction project to compile final check list for revegetation plan and progress.
- Attended meeting with RESPEC and Ann Nichols to solidify how water treatment operations will be conducted for FLMD.
- Attended meeting with TMD staff and Classic Homes staff to strategize scheduling for new Sanctuary Park.
- Attended multiple meetings to finalize Higby Rd improvement plan with ToM staff, and D-38 staff. We are very close to consensus between all parties.
- Attended multiple meetings regarding the Bale and AVIC ditches and the future infrastructure needed at both.
- Attended several meetings with Ground Floor Media to discuss future newsletter material and content.
- Attended pre-construction meeting with Kiewit Construction, and representatives of Schuck Corp. to discuss installation of water main.

Jet/Vacuum truck crew

- Began sewer line cleaning 9/28/23.
- Current actual cleaning days: 15
- Completed linear feet of sewer line: 30,353.
- Avg linear feet/day: 2100
- Commercial zone is 100% complete for 2023.
- Completed over 22 hours of video with new van.
- Est. savings to Triview Metro. District: \$91,000



Triview Metro Public Works November 2023 Report

List of November Projects:

- Sanctuary Rim crack seal project started Wednesday November 1st. All work is performed by public works employees. We will finish with rim Dr. and move into the side roads in sanctuary.
- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Sign and post repair
- Finish up tree and shrub fall fertilizer.
- Winter water new plant material.
- Trash pickup throughout district.
- Install Holiday lighting. Ready to turn on November 24th. New addition lights to be installed to the new monuments at the west end of Sanctuary Rim Dr.
- Fall prune backs on Jackson Creek Parkway. Mostly for the grasses this causes snow drifting.
- Fleet maintenance focus on Snowplow operations
- Drag all trails.
- Completed fence installation at Train Park.
- Playground Audits and top dress mulch where needed.
- Winter shrub and tree pruning.
- Power wash all district signposts and paint. Throughout winter
- Trail repair project St. Lawerance way trail.
- Fencing repairs
- Finish Ayard improvements rock and grading around new building and asphalt



Focus for December:

- Continue maintenance and repairs to district detention ponds.
- Sign repairs and painting post.
- Trail maintenance and repair.
- Fleet maintenance and repairs, focus on Trailers
- Winter water new plant material. 2 rounds scheduled.
- St. Lawrence trail construction on going.
- Winter cutbacks on perennials, and woody shrubs.
- Continued education and training for the public works department.
- Start scheduling work to be performed for park rehabilitation at Burk Hollow Park for 2024.
- Update 2024 Safety program public works department.
- Backflow certification for irrigation tec.









Triview Metro Water Department

Report for October 2023

Pumpage for month of October 2023 –

Well Pumpage Total	25.695 Mg
Corrected RWF to match Amcobi Read Dates (9/29 to 11/3)	23.801 Mg*
Well Pumpage October/2022	25.531 Mg
Net water impounded in District ground storage tanks	85,194 Gal
Hydrant meter usage	534,000 gal
Total Backwash/Flush B plant	970,904 gal
Hydrant flushing	136,000 gal
Vactor truck water use	67,000 gal

Total Sold	23.515 MG
Total Sold October/2022	21.106 Mg
Total District flow to WWTP for October 2023	14.041 Mg

***Corrected RWF/Sold water variance is 5.6 % (CRWF-Impound water-Hydrant meter usage-Total Backwash/Flush-Hydrant flushing-Vactor truck water use-Total sold)/CRWF X 100%**

Reported activity for Month of October 2023

Wellfield-

- All wells available for use (Currently using 4 wells)

Water Plants A/B, C Plant Pump Station-

- A Plant is running normally (Currently off)
- B Plant is running normally
- C Plant Pump Station is running normally
- Bulk chemical deliveries are occurring without delay
- District Bacti sampling completed on 11/14
- HMO system is approaching completion; anticipate start up this month

Additional Accomplishments-

- Numerous locates were completed throughout the district during this month
- PRV vault maintenance- staff continues to maintain vaults, inspecting plumbing, looking for leaks and repairing, recording vault high and low side pressures to ensure pressures are consistent with established setpoints.
- Reservoir pumping remotely has been established with a few issues addressed for SCADA
- Flume measuring has been recalibrated by Timberline
- Replaced coolant circulation pump on the C plant generator after it failed, with the help of Eddie
- A yard storage building progress- insulation completed, building wiring and heating completed, vehicles are now stored in the building for wintertime
- C plant pavement is completed; Kiewit is now working on site restoration
- District sewer line inspections nearing completion for wintertime
- Ground storage tank inspections completed

Future projects-

- Continue working on HMO start up, had to finish some equipment issues with the chemical tanks and mixers
- Working on yard clean up and storage container clean up
- Going through A and B plant for brushing up
- Washwater basin clean out to occur in December
- Perform maintenance in washwater basin after cleanout

Forest lakes

- Hydrant flushing maintenance in the district during October
- Completing loose ends on the Velocity well project with contractors
- Contractors cleaned out bulk chemical tanks for new delivery

**TRIVIEW METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2024)**

RESOLUTION 2023-08

WHEREAS, Triview Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of El Paso, Colorado (the “**County**”), and is located entirely within the Town of Monument, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

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

1. The Board directs the District’s Manager to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District’s Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number, and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District’s Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District’s Manager to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, et seq., C.R.S.

5. The Board directs the District’s Manager to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

6. The Board directs the District’s Manager, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of

approval of the District the District's audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, *et seq.*, C.R.S., and to inform the Board of the result of such calculation. The Board directs the District's Manager to schedule a public hearing on the proposed budget or amendments, as applicable, and to post or publish notices thereof. The Board directs legal counsel to prepare all budget resolutions. The Board directs the District's Manager to file the budget, budget resolution, and budget message with the Division on or before January 30, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs the District's Manager to prepare all budget amendment resolutions. The Board directs the District's Manager to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs the District's Manager to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15, in accordance with § 39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S.

12. The Board determines that its directors shall receive compensation for their services as directors subject to the limitations set forth in § 32-1-902(3)(a)(I), (II), C.R.S.

13. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Mark Melville
Vice President:	Anthony Sexton
Secretary/Treasurer:	James Barnhard
Assistant Secretary:	Jason Gross
Assistant Secretary:	Amanda Carlton

Recording Secretary:

District Manager

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with § 32-1-902(3)(b) and § 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District's Manager as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§ 24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <https://triviewmetro.com> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, 16055 Old Forest Point, Suite 302, Monument, Colorado as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

18. The Board determines to hold regular meetings on the third Tuesday of each month, at 5:30 p.m. at 16055 Old Forest Point, Suite 302, Monument, Colorado, and by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. The Board directs the District's Manager to maintain the District's website in compliance with state and federal requirements and to make such documents and information required by § 32-1-104.5, C.R.S. available to the public on the District's website.

21. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

22. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the "DEO") of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

23. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District and file a copy of such certification with the Division of Securities.

24. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

25. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Kristine N. Stone of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

26. The Board directs the District's Manager to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with § 32-1-1101.5(1.5), (2), C.R.S.

27. The Board directs the District's Manager to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder, and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report in accordance with § 32-1-207(3)(c), C.R.S.

28. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's Manager to review and update the District's property schedule as needed, and no less than annually. The Board directs

the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Manager as its proxy for the SDA Annual meeting for voting and quorum purposes.

29. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

30. The Board hereby directs the District's Manager to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://triviewmetro.com>.

31. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

32. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

33. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with § 32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction, or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by § 24-71.3-118, C.R.S.

34. The Board directs the District's Accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

35. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

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

ADOPTED NOVEMBER 13, 2023.

(SEAL)

DISTRICTS:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 13, 2023, at 16055 Old Forest Point, Suite 302, Monument, Colorado, and via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of November 2023.

Signature

Printed Name

RESOLUTION 2023-09

**RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
BY THE
BOARD OF DIRECTORS
OF
TRIVIEW METROPOLITAN DISTRICT SUBDISTRICT A
(PCD Parcel)**

WHEREAS, CSI Development, Inc., a Colorado corporation, whose address is 540 Elkton Dr., Suite 202 Colorado Springs, CO 80907 (the "Petitioner"), filed with Triview Metropolitan District Subdistrict A (the "District") a Petition for Inclusion of Real Property (the "Petition"), a copy of which is attached hereto as **Exhibit A**, and incorporated herein by this reference; and

WHEREAS, the Petitioner represents that it is the one hundred percent (100%) fee owner of the real property described in the Petition (the "Property"); and

WHEREAS, the Petition requests that the Board of Directors of the District (the "Board") include the Property into the District, in accordance with § 32-1-401(1)(a), C.R.S.; and

WHEREAS, pursuant to the provisions of § 32-1-401(1)(b), C.R.S., publication of notice of the filing of the Petition and the place, time, and date of the public meeting at which the Petition would be considered, the name and address of the Petitioner and notice that all persons interested shall appear at such time and place and show cause in writing why the Petition should not be granted, was made in *The Gazette* on November 8, 2023. The Affidavit of Publication is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Affidavit of Publication"); and

WHEREAS, no written objection to the inclusion was filed by any person; and

WHEREAS, the Petition was heard at a public meeting of the Board the District held on November 13, 2023, at the hour of 5:30 p.m.; and

WHEREAS, the Board has reviewed the Petition and all relevant information related thereto; and

WHEREAS, the Board of the District desires to grant the Petition and approve the inclusion of the Property into the District.

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

1. Grant of Petition. The Board hereby grants the Petition and orders the inclusion of the Property into the District.

2. Effective Date of Resolution. This Resolution shall become effective as of the date hereof.

3. Motion and Order for Inclusion. The Board hereby directs its legal counsel to file a motion with the District Court in and for El Paso County seeking an Order for Inclusion.

Remainder of page intentionally left blank. Signature page follows.

ADOPTED this 13th day of November 2023.

TRIVIEW METROPOLITAN DISTRICT
SUBDISTRICT A

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the Resolution and Order for Inclusion of Real Property adopted by the Board at a meeting held on November 13, 2023, at 5:30 p.m., at 16055 Old Forest Point, Suite 302 Monument, CO 80132 and via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of November 2023.

Signature

EXHIBIT A
TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
(Petition for Inclusion)

PETITION FOR INCLUSION OF PROPERTY

(PCD Parcel)

TO: THE BOARD OF DIRECTORS OF
TRIVIEW METROPOLITAN DISTRICT SUBDISTRICT A,
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., CSI Development, Inc., a Colorado corporation, (the "Petitioner") hereby respectfully requests that **TRIVIEW METROPOLITAN DISTRICT SUBDISTRICT A** (the "District"), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity, or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for El Paso County, including the Property into the boundaries of Subdistrict "A" of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

The name and address of the Petitioner is as follows:

CSI Development, Inc.
540 Elkton Dr., Suite 202
Colorado Springs, CO 80907

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

CSI DEVELOPMENT, INC., a Colorado corporation



Printed Name: Robert C. Oldach

Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The above and foregoing instrument was acknowledged before me this 6 day of Nov 2023, by Robert C. Oldach, as Vice President of CSI Development, Inc., a Colorado corporation.

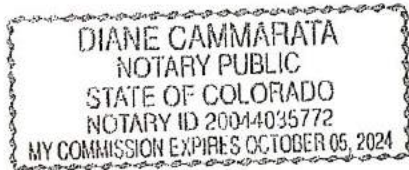
WITNESS my hand and official seal.

(SEAL)



Notary Public

My commission expires: 10/5/2024



*Signature Page to Petition for Inclusion of Real Property
(PCD Parcel)*

EXHIBIT A
(The Property)

LWA Land Surveying, Inc.

953 East Fillmore Street
Colorado Springs, CO 80907
719-636-5179

JACKSON CREEK "PCD PARCEL"

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON CREEK PARKWAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 203270646 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, FROM WHENCE THE SOUTHEAST CORNER OF SECTION 23 BEARS S38°32'02"E A DISTANCE OF 2060.11 FEET;
THENCE N64°22'43"W ON SAID EASTERLY RIGHT OF WAY LINE OF JACKSON CREEK PARKWAY A DISTANCE OF 402.96 FEET TO A POINT OF CURVE;
THENCE NORTHWESTERLY CONTINUING ON SAID EASTERLY RIGHT OF WAY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 63°04'44" AN ARC DISTANCE OF 1034.88 FEET;
THENCE N01°18'00"W A DISTANCE OF 16.22 FEET, MORE OR LESS TO A POINT THAT IS 30.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23;
THENCE S89°38'01"E ON A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1150.59 FEET;
THENCE S0°55'53"W A DISTANCE OF 700.88 FEET;
THENCE S37°21'07"W A DISTANCE OF 146.03 FEET;
THENCE S72°36'55"W A DISTANCE OF 30.34 FEET;
THENCE S34°11'40"W A DISTANCE OF 221.77 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINS 19.88 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, S00°29'34"E A DISTANCE OF 2662.55 FEET. THE LINE WAS FOUND TO BE DOCUMENTED BY A 3-1/4" DIA. ALUMINUM CAP PLS 13155 ON THE NORTH AND A 3-1/4" DIA. ALUMINUM CAP PLS 25955 ON THE SOUTH. THE DIRECTION IS BASED ON THE CREEKSIDE COMMERCIAL NORTH SUBDIVISION PLAT REC. NO. 215713708.

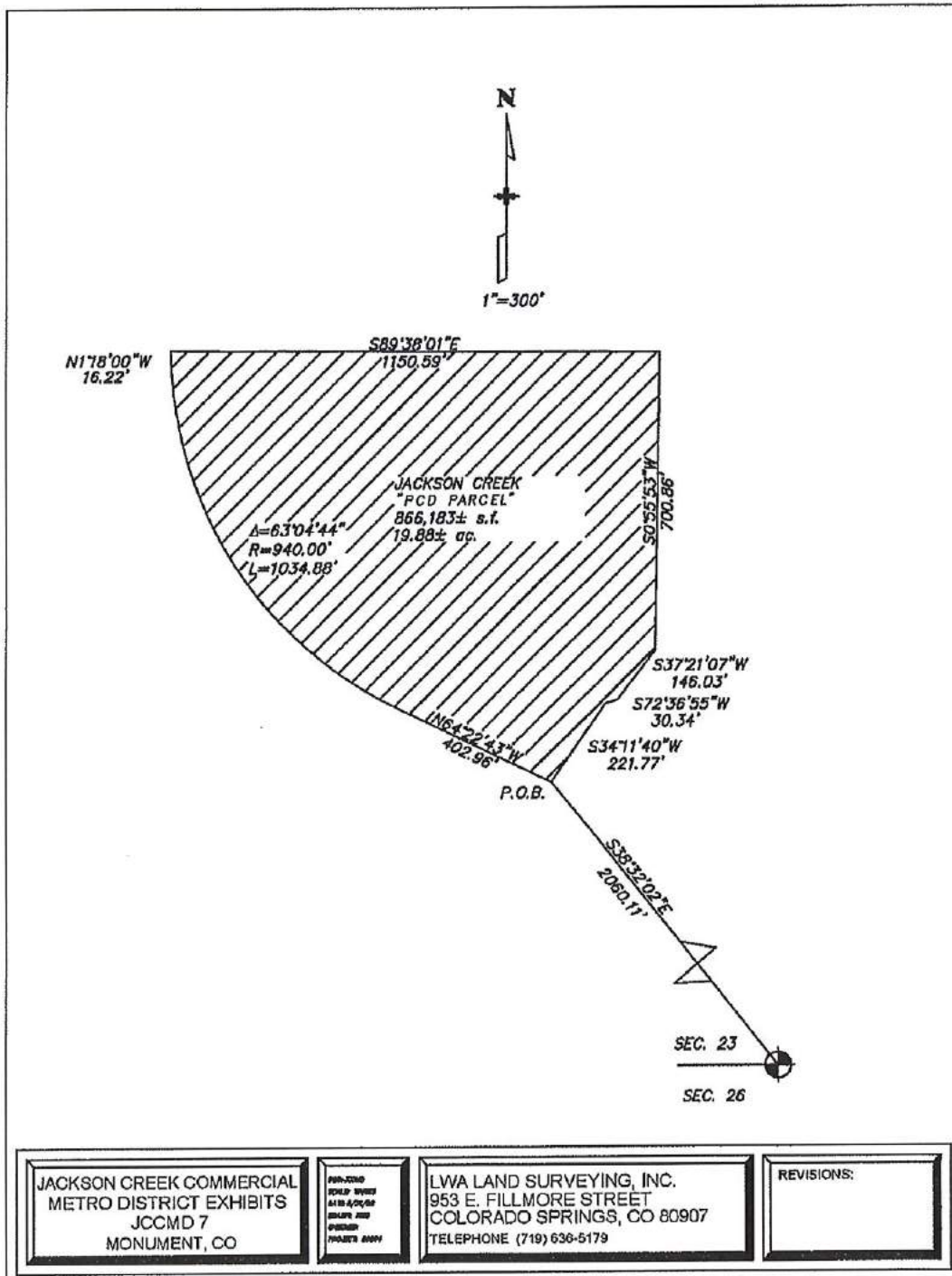


EXHIBIT B
TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
(Affidavit of Publication)

Use of Water: The DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside the Arkansas River Basin. DISTRICT further irrevocably commits not to serve water delivered under this Agreement to property located outside of the natural drainage of the Arkansas River or to market, transfer, wheel, or otherwise provide water to properties or entities located outside the natural drainage of the Arkansas River Basin. DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside DISTRICT's Service Area as of the date of this Agreement ~~or to any entity or person other than the current residential, commercial, industrial and contract customers of DISTRICT~~, except that DISTRICT may provide water delivered by this Agreement to properties included within its Service Area in the future, properties outside of the DISTRICT's included Service Area served by current or future water supply contracts or obligations, and/or wheel water delivered by this Agreement to FLMD, and to the Town of Monument, should provided the DISTRICT obtains written agreement from Utilities, Reclamation, SECWCD, and Pueblo County, and makes any amendments to its Pueblo County 1041 Permit as may be required by Pueblo County to allow for such service. Neither FLMD nor the Town of Monument are~~is not~~ a beneficiary of this Agreement, except as they may receive water service from DISTRICT. In addition, so long as marijuana is an illegal substance under Federal Law, DISTRICT shall not use, or allow its customers to use, the water provided under this agreement, directly or indirectly, to support the cultivation or distribution of marijuana.

CELL SITE LEASE AGREEMENT

This Cell Site Lease Agreement (the "**Agreement**") is made and effective as of _____, 2023 (the "**Effective Date**"), by and between Triview Metropolitan District, having a place of business at 16055 Old Forest Pt Ste 300, Monument, CO 80132 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity; or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant, unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state, or local act, law, statute, ordinance, building code, rule, regulation, or permit, or any order, judgment, consent, or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal, or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public, or statutory instrumentality, authority, body, agency, bureau, or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent, and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 1320 Vanderwolf Ct Monument, CO 80132, as more particularly described in Exhibit A, attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) approximately fifty (50) square feet of space for the installation, use, operation, modification, repair, replacement, monitoring, and maintenance of antennae, radios, and/ or nodes (the "**Antenna Space**"); (ii) approximately fifty (50) square feet of space for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of communications equipment (the "**Equipment Space**"); and (iii) additional space within and on the Structure and/or the roof of the Structure for the installation, use, operation, modification, repair, replacement, monitoring, and maintenance of wires, cables, fiber/T-1, conduits, and pipes running between and among the Equipment Space, Antenna Space, and/or public right of way, and to all necessary electrical, fiber, and telephone utility sources located within the Structure or on the Property (the "**Cable Space**"). The Antenna Space, the Equipment Space, and the Cable Space are collectively referred to as the "**Premises**" and are depicted on the site plan attached hereto and incorporated herein as Exhibit B. Prior to attaching equipment of any kind to the water

tank that is located on the Property, Tenant must provide the Landlord with plans, approved by the designer of the water tank, showing how the equipment will be attached to the tank in such a way as to not compromise the integrity of the water tank or interfere with its use by the Landlord. Tenant may prepare a survey of the Property, Structure, Antenna Space, Equipment Space, and Cable Space, and said survey may, at Tenant's election, replace Exhibit B, and shall control in the event of any discrepancies between the survey and Exhibit B. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available for Tenant's use; (b) a utility easement, as depicted in Exhibit D, in a location approved by the Landlord, from the nearest public right of way to the Premises to the extent necessary to serve Tenant's Installation,; and (c) the right to install services such as fiber or power, on, through, over, and/or under the Property in available conduit, or in locations approved by the Landlord. Landlord agrees that independent third-party providers of utility services, including but not limited to fiber, may utilize the above-referenced easement and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. However, if required by Tenant or any such third-party provider, Landlord agrees to execute a separate recordable document or other reasonable documentation evidencing such rights without the payment of additional consideration. If the existing utility sources located within the Structure or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility provider the right, at Tenant's sole cost and expense, to install such utilities on, over, and/or under the Property and through the Structure as is necessary for Tenant's Permitted Use, provided that the location of such utilities shall be mutually agreed upon by Landlord and Tenant prior to the commencement of installation thereof. Further, Landlord agrees to grant additional space to Tenant for radio frequency signage and barricades if required by Applicable Law.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the earlier to occur of: (i) the first (1st) day of the month following the date that is twelve (12) months after the Effective Date; and (ii) the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner or renewed or extended as provided herein. The Initial Term shall automatically be extended for up to two (2) additional terms of sixty (60) months each (each, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, not to renew the lease at the end of the then-current term by giving Landlord written Notice at least ninety days (90) days prior to the end of the then-current term. The Parties agree to execute a "Certificate of Commencement" in a form substantially similar to Exhibit C (attached hereto and incorporated herein by this reference) within twenty-one (21) business days after the Commencement Date. Notwithstanding the fact that the Commencement Date may be subsequent to the Effective Date of this Agreement, the Parties agree that each Party has vested rights hereunder and that this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the "**Term**". If the Landlord determines at the end of the Initial Term that Tenant's equipment interferes with its operations, and the Parties are not able to find a another mutually agreeable location on the Landlord's property then Landlord shall have the right to unilaterally terminate this Agreement without liability to the Tenant.

2.3 Rent. Beginning on the Commencement Date, and for each month thereafter during the Term, Tenant shall pay to Landlord rent for the Premises ("**Rent**") in advance, without demand or set-off (except as otherwise set forth herein), in the amount of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00), which shall increase by two percent (2%) each year this Lease is in place beginning January 1, 2024. Tenant and Landlord agree that the first Rent payment shall be made within thirty (30) business days of the Commencement Date. All payments shall be made on or before the first day of the applicable month, without prior notice or demand, at such places as may be designated in writing from time to time by Landlord at least thirty (30) days in advance of the first affected payment, including electronic payments, except that all payments due hereunder for any fractional calendar month shall be prorated based upon the number of days during said month that the payment obligation was in force (collectively, the "**Payment Terms**"). The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Section 2.3, Tenant's obligation to pay Rent or any other amount due hereunder is contingent upon Tenant's receipt of an IRS-approved W-9 form setting forth the tax identification number of Landlord (or of the person or entity to whom Rent is to be made payable, if applicable).

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory, building structural analysis showing that the Structure is suitable for Tenant's Permitted Use ("**Structural Analysis**"); and (b) all certificates, permits, approvals, and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will obtain all such Governmental Approvals promptly prior to Tenant's Installation. Landlord hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Landlord shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals; and (z) take no action that would adversely affect Tenant's ability to obtain Governmental Approvals. Prior to the Commencement Date, if: (i) a structural analysis shows that the Structure is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed, or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "**Contingencies**"), Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents, or lenders. If Tenant terminates this Agreement in accordance with this Section 2.4, this Agreement shall be of no further force or effect (except as set forth to the contrary herein). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant may terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents, or lenders.

3. Use, Access, and Installation.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, and management of a telecommunications facility, including without limitation antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property (collectively, "**Tenant's Equipment**"), which shall include the right, subject to Section 3.3 below, to replace, repair, add, or otherwise modify Tenant's Equipment or any portion thereof and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**").

3.2 Access. The Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents, and contractors shall have unrestricted access to the Premises twenty-four (24) hours per day, seven (7) days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant: (i) the right of ingress and egress to the Structure and the Premises; (ii) access to all public streets within and bordering the Property; and (iii) access to any and all public right-of-way(s) adjacent to the Property and the Structure.

3.3 Installation of Tenant's Equipment. The Parties acknowledge and agree that Tenant will be responsible for obtaining all Governmental Approvals for the Installation and operation of Tenant's Equipment at the Premises. After Tenant's initial Installation, Tenant shall seek Landlord's approval of any modifications, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not approve or reject in writing Tenant's Installation Plan within thirty (30) days following Landlord's receipt thereof, Tenant's Installation Plan shall be deemed to be approved by Landlord. Tenant shall be responsible for ensuring the Premises is returned to its original condition, or as close as possible to its original condition, after the Installation or after Tenant performs any repairs or maintenance of the Equipment.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may utilize and make reasonable modifications to the Structure's electrical system to accommodate the electrical requirements of Tenant's Equipment, at Tenant's sole cost and expense. If permitted by the local utility company serving the Premises, Tenant shall furnish and install an electrical meter at the Premises to measure Tenant's electrical power consumption at the Premises and Tenant shall pay the utility company directly. If the electrical power for the operation of Tenant's Equipment is furnished by Landlord, Tenant will reimburse Landlord for such power at an agreed upon rate of Two Hundred and 00/100 Dollars (\$200.00) per month (the "**Utility Payment**") during the Term. Any such reimbursement shall be made as a separate payment and will not be deemed to be Rent for any purpose hereunder. Except as set forth in this Section 4.1, all Utility Payments will be made in accordance with the Payment Terms set forth in Section 2.3. If the cost incurred by Landlord for the electrical power furnished to Tenant ("**Actual Cost**") exceeds the Utility Payment for any given month in the preceding calendar year, Landlord may notify Tenant, and Tenant agrees to pay the difference between the Utility Payment and the Actual Cost for each affected month within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts. Landlord shall not charge Tenant with any additional charge, fee, or other amount for use of such electricity or the facilities associated therewith. The provisions of this Section 4.1 shall apply to any partial calendar year during which this Agreement is effective, subject to a pro-rata adjustment based on the number of calendar months or portions thereof that this Agreement is in effect. Tenant's obligation to pay such difference shall survive the termination or expiration of this Agreement for a period of one (1) year.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed, purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction, or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord, provided that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord or fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim. Tenant agrees to reimburse Landlord for any and all costs spent to defend or sums deposited to remove any liens placed on Landlord's property as a result of Tenant's operations.

4.3 Real Estate Taxes. Landlord shall pay any Taxes that accrue against the Structure during the Term, which shall be deemed to be included as part of the Rent charged to Tenant. "**Taxes**" means any present or future federal, state, municipal, or local taxes, assessments, levies, benefit charges, and/or other governmental and/or private impositions (including business park charges and dues), levied, assessed, and/or agreed to be imposed upon the Property and/or Structure, or upon the rent due and payable hereunder, whether or not now customary or within the contemplation of the Parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, or similar or dissimilar to any of the foregoing, but shall not include any inheritance, estate, succession, income, profits, or franchise tax. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority requires. Tenant shall be liable for all taxes levied or assessed against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in filing, prosecuting, and perfecting any appeal or challenge to Taxes as set forth in the preceding sentence, including but not limited to executing any consent, appeal, or other similar document. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit, or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit, or repayment.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with the electronic equipment, operations of,

or other telecommunications equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment, which could block or otherwise interfere with any transmission or reception by Tenant's Equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier, or otherwise ("**Interference**")). If Interference from a source owned and controlled by Landlord continues for a period more than seventy-two (72) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied; unless such interference is the result of Landlord's operations, in which case Tenants sole remedy shall be to terminate this Agreement and remove its Equipment. Landlord represents, warrants, and covenants that all leases, subleases, or other agreements entered into by Landlord or any Affiliate of Landlord for the installation of equipment used for any wireless communication services, telecommunications services, or other services utilizing in whole or in part the transmission or reception of any radio frequency(ies) at the Property and/or Structure contain or will contain language prohibiting interference to any then pre-existing use of the Property and/or Structure. The Parties sole remedy under this provision shall be termination of this Agreement.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair, or similar work at the Property or in or on the Structure, provided that: (a) the Temporary Location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination; (b) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location and improving the Temporary Location so that it is fully compatible for Tenant's use, in Tenant's reasonable determination; (c) Landlord gives Tenant at least ninety (90) days' written Notice prior to requiring Tenant to relocate (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances); (d) Tenant's use of the Premises is not interrupted or diminished during the relocation, and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation; (e) Tenant's use of the Temporary Location does not require Tenant to undergo re-zoning or re-permitting of any kind; (f) upon the completion of any maintenance, repair, or similar work by Landlord, Tenant is permitted to return to its original location from the Temporary Location with all costs for the same being paid by Landlord. Notwithstanding the foregoing, if Tenant's use of the Temporary Location would require Tenant to undergo re-zoning or re-permitting of any kind, Landlord shall not require Tenant to relocate Tenant's Equipment absent an Emergency, but Tenant may elect to do so, in Tenant's sole and absolute discretion, following Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems, and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. The Parties acknowledge and agree that Landlord shall not have any obligation to maintain, repair, or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors, or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair, and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair, or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall

not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises. In the event that Tenant damages the Structure in any way, Landlord shall provide notice to Tenant in accordance with Section 12.12 below. If Tenant does not commence repair within 60 days of such notice, Landlord shall be authorized, but not obligated, to perform any necessary repairs and Tenant shall reimburse Landlord within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within thirty (30) days following the expiration or termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "**Equipment Removal Period**"), in each case in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation, normal wear and tear excepted, together with all additions, alterations, and improvements thereto. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period, provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below), until such time as Tenant removes Tenant's Equipment from the Premises. Nothing herein, however, shall prohibit Tenant from accessing the Premises or removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Equipment.

7.2 Holding Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to one hundred twenty-five percent (125%) of the monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such holding over.

8. Default, Remedies, and Termination.

8.1 Default. If any one (1) or more of the following events (each an "**Event of Default**") occurs during the Term, then the non-defaulting Party may elect one or more of the remedies set forth below in this Section 8.1 or seek any other remedy available at law or in equity: (a) a Party's failure to make any payment required by this Agreement within thirty (30) days after such Party's receipt of written Notice from the other Party of such failure to pay; (b) failure by either Party to observe or perform any of the covenants or other provisions of this Agreement to which either Party is bound by this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently pursues it to conclusion; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communication signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies and Termination. Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity. Further, Tenant may terminate this Agreement without further liability upon thirty (30) days' prior written Notice to Landlord due to any

one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property, or an adjacent property, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use for a period exceeding ten (10) days.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS, OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS, OR EMPLOYEES. Notwithstanding any other provisions to the contrary in this Agreement, Tenant's sole remedy against the Landlord shall be termination of this Agreement. Landlord shall not be liable to the Tenant for any monetary damages.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify, and hold Landlord and its officers, directors, shareholders, employees, agents, and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible; or (ii) a breach of any representation, warranty, or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Landlord shall have no obligation to indemnify Tenant. Tenants sole remedy for Landlord's breach shall be termination of this agreement and removal of Tenant's Equipment.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage: (i) Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (ii) such other insurance policies as may be deemed normal and customary for substantially similar properties, including, without limitation, coverage for loss of rent. The insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 **Insurance Requirements.** All policies required to be maintained by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 **Waiver of Subrogation.** To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties. Landlord represents, warrants, and covenants that: (a) Landlord is the fee owner of the Property; (b) there are no liens, judgments, or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements, or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; in the event a third party other than Landlord owns or controls any rights to, or Landlord subleases any portion of the Property and/or Structure, Landlord has obtained all rights necessary to enter into this Agreement; and (f) Landlord has not and shall not cause, knowingly permit, or fail to remediate in accordance with Applicable Law (at Landlord's sole cost and expense) any hazardous substance (as such phrase is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("**Hazardous Substance**")) to be placed, stored, treated, released, spilled, transported, or disposed of on, under, at, or from the Property and/or Structure in violation of any applicable environmental laws during the term of this Agreement. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced, or disposed of on, about, adjacent to, under, or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors, or invitees; or (2) any third party who is not an employee, agent, contractor, or invitee of Tenant.

Tenant and Landlord each represent, warrant, and covenant to the other Party that: (i) it is a duly constituted organization (corporation, limited partnership, limited liability company, partnership, non-profit corporation, etc.) in good standing in its State of organization and qualified to do business in the State in which the Premises is located to the extent required by Applicable Law; (ii) it has filed all forms, reports, fees, and other documents necessary to materially comply with Applicable Laws as and when due; (iii) it has all rights, powers, and authority necessary to enter into, execute, and deliver this Agreement and to perform its obligations (and in the case of Landlord grant any rights) hereunder; (iv) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby or thereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it or any of its Affiliates are subject; and (v) the transaction contemplated by this Agreement does not require the consent of any other party, will not result in a breach of or default under any third-party agreement, and will not otherwise cause any such third-party agreement to cease to be legal, valid, binding, enforceable, and in full force and effect.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by, or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 12.1 requiring consent, and the non-assigning Party shall have no right to delay, alter, or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Tenant as a result of a merger, consolidation, or reorganization; nor (b) the sale of all or substantially all of the assets of Tenant shall be considered an assignment under this Section 12.1 requiring Landlord's consent, and Landlord shall have no right to delay, alter, or impede any of the foregoing transactions.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third-party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. At Landlord's option, this Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property, provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such Mortgage; and (b) may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority, or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each a "**Taking**"), either Party hereto may terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of said date, and any prepaid rent shall be returned to Tenant.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure, governmental restrictions, insurrections, riots, enemy acts, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster, or other casualty ("**Force**

Majeure”). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors, and permitted assigns. No rights, however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state in which the Premises is located. Landlord and Tenant acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12.9 Person; Gender; Number; Section Headings. As used in this Agreement, the word “person” means and includes, where appropriate, an individual, corporation, partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void, or less than fully enforceable as to time, scope, or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal, and fully enforceable, while preserving to the greatest extent permissible the original intent of the parties. The remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.11 Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity, or otherwise.

12.12 Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and must be sent by facsimile transmission (solely in the case of notices or requests sent to Tenant), by email (solely in the case of notices or requests sent to Landlord), or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address(es), email address(es), or fax number(s) set forth below, or such other address(es), email address(es), or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party (“**Notice**”). The sending of such Notice to the proper email address (in the case of email transmission), the sending of such Notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission), or the receipt of such Notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof.

If to be given to Landlord:

Triview Metropolitan District
Attn: Jim McGrady
16055 Old Forest Pt Ste 302
Monument, CO 80132

If by email:

Email address: jmcgrady@triviewmetro.com

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration.DNDEN00217B
5701 S. Santa Fe Dr.
Littleton, CO 80112

Fax #: (303) 723-1699

12.13 Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto, relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local, or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

12.18. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Landlord, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Landlord and, in particular, governmental immunity afforded or available to the Landlord pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TENANT:

TRIVIEW METROPOLITAN DISTRICT

DISH WIRELESS L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

EXHIBIT C

CERTIFICATE OF COMMENCEMENT

Tenant: DISH Wireless L.L.C.

Landlord: Triview Metropolitan District

Tenant Site ID: DNDEN00217B

Address of Structure containing the Premises: 1320 Vanderwolf Ct. Monument, CO 80132

RE: That certain Cell Site Lease Agreement by and between Landlord and DISH Wireless L.L.C., made and effective as of _____.

This certificate certifies that:

1. The above referenced Premises has been accepted by Tenant.
2. Tenant's Installation at the Premises commenced on _____, 2023.
3. Tenant's obligation to pay Rent to Landlord commences on _____ 1, 2023.

The execution of this certificate shall not relieve Landlord of its obligations under the Agreement. In the event of a conflict between this certificate and the Agreement, the terms set forth in the Agreement shall prevail. Capitalized terms used in this certificate shall have the same meaning ascribed to them in the Agreement, unless otherwise indicated herein. If Landlord does not deliver written Notice of Landlord's objection to the terms set forth in this certificate to Tenant within fifteen (15) days following Landlord's receipt thereof, the terms set forth in this certificate shall be deemed to have been approved by Landlord.

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

UTILITY EASEMENT(S)



TRIVIEW METROPOLITAN DISTRICT
16055 Old Forest Point
Suite 302
P.O. Box 849
Monument, CO 80132
(719) 488-6868 Fax: (719) 488-6565

**DISBURSEMENTS OVER \$5,000
November 13, 2023**

Paid Invoices Over \$5,000 For 2023

- 1. Donala Water & Sanitation District** **\$61,642.15**
Enterprise Fund –Wastewater Operations –Wastewater-System-Wastewater -
TF/Donala/IGA
- 2. RESPEC Company LLC** **\$17,555.96**
Capital Project –Enterprise – Water Improvements — Northern Delivery System
- 3. RESPEC Company LLC** **\$12,432.50**
General Fund – Professional Services – Professional Services Engineering
- 4. Brownstein Hyatt Farber Schreck, LLP** **\$27,636.00**
Capital Project –Enterprise – Water Improvements -AVIC -(2 invoices)
- 5. Brownstein Hyatt Farber Schreck, LLP** **\$7,385.25**
Capital Project –Enterprise – Water Improvements– Bale Ditch -Water Rights
- 6. Control Solutions Inc.** **\$7,009.60**
Enterprise Fund – Water System – Repairs & Maintenance
- 7. Electrical Excellence Enterprises** **\$25,508.00**
Capital Project – General/Enterprise – Park & Street Improvements/Water
Improvements - Storage/Garage Building

8. Excelsior Irrigating Company	\$25,479.00
Enterprise Fund – Water System – Water & Ditch Assessments	
9. Pipestone Equipment	\$6,021.00
Enterprise Fund – Water System – Repairs & Maintenance	
10. Kimley Horn	\$12,000.00
Capital Project – General – Other Financing Sources – Higby Road – Developer Contribution – Escrow	
11. Rinker Materials	\$115,584.00
Capita Project– Enterprise– Water Improvements– Excelsior Culvert Improvements	
12. Deere & Ault	\$16,735.39
Capital Project–Enterprise –Water Improvements – South Reservoir– Improvements	
13. Deere & Ault	\$6,455.20
Capital Project–Enterprise –Water Improvements – South Reservoir– Improvements	
14. Monson, Cummins & Shohet, LLC	\$20,150.00
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet	
15. Pulltarps	\$6,390.30
Capital Project–General – Vehicles & Equipment – Plow Truck Combo Dump Truck	
16. Derksen Concrete Fences	\$8,400.00
General Fund – Drainage/Erosion Control/Stormwater – Repair & Maintenance	
17. White Bear Ankele Tanaka & Waldron	\$5,802.20
General Fund – Professional Services – Legal Fees	
18. Kiewit Infrastructure Co.	\$1,334,010.52
Capital Project –Enterprise – Water Improvements – Northern Delivery System	

Total Over \$5,000.00 = \$1,716,187.07

The October Financials will be submitted in
December's Board packet for approval.