

# **TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS**

## **TRIVIEW METROPOLITAN DISTRICT IN THE TOWN OF MONUMENT, EL PASO COUNTY COLORADO**

**Thursday, August 21, 2025**

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

Join Zoom Meeting

<https://us02web.zoom.us/j/88456183705?pwd=hTs6VkbQzr9r6QqHrL9aK7wmonvoMv.1>

Meeting ID: 884 5618 3705  
Passcode: 833312

One tap mobile  
+17193594580,,88456183705#,,,,  
\*833312# US

### **AGENDA**

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Waiver of Conflicts
4. Approval of Agenda
5. Public Comment
6. Presentation by Adam Gomez P.E., Kimley Horn: Jackson Creek Parkway Traffic Analysis and recommended Improvements.
7. Approval of Consent Agenda
  - July 17, 2025, Meeting minutes.
  - Billing Summary Rate Code Report (enclosure)
  - Taps for Sold July 2025. (enclosure)
  - Tax Transfer from Monument (enclosure)
8. Operations Reports
  - a. District Manager James McGrady Monthly Report (enclosure)

- b. Assistant Manager Monthly Report Steve Sheffield (enclosure)
- c. District Administrator Updates Sara Lamb (enclosure)
- d. Public Works and Parks and Open Space Updates Matt Rayno (enclosure)
- e. Utility Department Operations Updates Gary Potter (enclosure)

9. Action Items:

- a. Review and Consider Approval of Resolution 2025-14, a Resolution of the Board of Directors of the Triview Metropolitan District Authorizing the District Manager to Initiate Eminent Domain Proceedings for the Acquisition of Right of Way and Real Property Interests necessary for the widening of a Public Road known as Blevins Buckle Trail. Said widening will include the installation of Public Utilities, and Public Infrastructure, along with Curb and Gutter, Sidewalk, Landscaping and all other improvements necessary for the installation of a Public Road accessing a 30 Acre Parcel of Land known as the Legacy at Jackson Landing, should Good Faith Negotiations for the Same Fail.
- b. Review and Consider Approval of Structure Lease Agreement with New Cingular Wireless PCS, LLC

10. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables

- Checks of \$5,000.00 or more (enclosure)
- June 2025 Financials (enclosure)

11. Legal Comments (George Rowley and Chris Cummins)

12. Board Member Updates

13. Update Board on Public Relation activities.

- Newsletter distribution and Topics

14. Executive session of the Board of Directors pursuant to discuss the purchase, acquisition, lease, transfer or sale of real, personal, or other property interests needed by the District pursuant to Section 24-6-402(a), Colorado Revised Statutes, including initiation of eminent domain proceedings. Receive legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes as it relates to water matters and including agreements with the Town, other governmental entities. Determine positions related to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiations as it relates to agreement with the Town, and acquisition of right of way for street improvements pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes, including initiation of eminent domain proceedings.

15. Adjournment

## RECORD OF PROCEEDINGS

---

### MINUTES FROM REGULAR BOARD MEETING OF TRIVIEW METROPOLITAN DISTRICT

**JULY 17, 2025**

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, July 17, 2025, beginning at 5:30 p.m. The meeting was conducted via Zoom. This meeting was open to the public. The meeting was called to order at 5:32 PM.

#### ATTENDANCE

In attendance were Directors:

President	Jason Gross, present
Vice President	Ann-Marie Jojola, present
Secretary/Treasurer	Amanda Carlton, present
Director	John Gibbons, present
Director	Erik Demkowicz, present

Also, in attendance were on roll call:

James McGrady, District Manager  
Steve Sheffield, Assistant District Manager  
Sara Lamb, District Administrator  
Chris Cummins, Triview Water Attorney  
George Rowley, General Counsel  
Natalie Barszcz, Our Community News  
Gary Potter, Triview Metro. District  
Matt Rayno, Triview Metro. District  
Cathy Fromm, FROMM CO  
Diego Martinez, Haynie and Company

#### DISCLOSURE OF CONFLICTS

None.

Agenda – Mr. McGrady distributed, for the Board's approval, the proposed agenda. A motion was made by Mr. Gibbons for approval of the proposed agenda with the modification of discussing item 10b in executive session prior to action. The motion was seconded by Mr. Demkowicz. A vote was taken, and the motion passed unanimously.

## **RECORD OF PROCEEDINGS**

### ELECTION OF OFFICERS

After some discussion regarding roles and duties Mr. Gibbons made a motion to elect Jason Gross for Board President, Mrs. Jojola for Board Vice President, and Mrs. Carlton for Board Secretary/Treasurer. Mr. Demkowicz seconded the motion. A vote was taken, and the motion was approved unanimously by the Board.

### PUBLIC COMMENT

There were no comments from the public.

### PRESENTATION BY DIEGO MARTINEZ, HAYNIE AND CO ON 2024 TMD AUDIT

The Board heard a presentation from Mr. Martinez regarding the 2024 Triview Metropolitan District financial audit. There was a brief discussion and some question and answer time with both Mr. Martinez and Mrs. Fromm.

### PUBLIC HEARING AMENDING THE TRIVIEW METROPOLITAN DISTRICT'S 2024 BUDGET

Mr. Gross opened the hearing to the public. There being no public present who wanted to comment, Mr. Gross closed the hearing to the public and began discussion among the Board members. Mrs. Fromm presented that there were several overages from 2024 that amounted to roughly \$2,000,000. The Board had some questions and wanted some clarification. After a brief discussion, the Board proceeded with the regular meeting.

#### Consent Agenda

- a) Previous Minutes  
June 19, 2025, Meeting Minutes (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for June 2025/Total taps sold 2025 (enclosure)
- d) Tax Transfer from Monument (enclosure)

A motion was made by Mrs. Carlton to approve the consent agenda. The motion was duly seconded by Mr. Demkowicz. A vote was taken, and the motion passed unanimously.

### OPERATIONS REPORTS:

Jim McGrady District Manager:

- Mr. Jim McGrady reported that the NDS system is still delivering roughly 85% of the water to Triview residents.
- Construction is progressing on the AVIC project. The recharge pond is complete. The Rubicon gates have been installed, and they are controlling flows from Cottonwood Creek.
- The NMCI project continues to move forward with planning and design.



## RECORD OF PROCEEDINGS

- The anticipation is still for 90% plans in late fall 2025, at which time the cost can be determined.
- Plans are moving forward on the Bale ditch infrastructure project. Mr. Treat seems to be in agreement with an access easement as well as a "lay down yard".

Steve Sheffield Asst. District Manager:

- Mr. Sheffield presented to the Board that the installation and calibration of the Rubicon gates was now complete at the AVIC site. The ditch is not currently in priority so there is no water flowing to the recharge pond.
- The meter changeout program continues. Last month, 11 meters were replaced with new cellular units.
- The design of Lyons Tail/JCP roundabout continues. We anticipate seeing renderings soon.
- Multiple photos of various projects were included in the Board packet for review.

Sara Lamb Administration Report

- Mrs. Lamb reported that taps for 2025 seem to be down from last year. However, a large group of fees is anticipated to be coming in from T.o.M. to be reported in the August meeting.
- The new building lease purchase agreement as well as the General Obligation Bonds are taking a lot of Sara's time. Both are now complete.
- AP/AR, daily deposits, and invoices are processed on a weekly basis by Sara and Wendy in order to stay more current.

Matt Rayno Superintendent of Parks and Open Space:

- Matt and crew have been working on the large detention pond in Sanctuary Pointe.
- Multiple dead trees were replaced throughout the District.
- Shade structure in Train Park is now complete. All parks have a shade structure now.
- Rehabbing old plant/flower beds has begun. Remove mulch and replace with rock.

Gary Potter/Rob Lewis, Superintendents of Utilities:

- The crew has completed upgrading the last two PRV vaults to stainless steel water lines. This allows for longer life and more dependable service.
- The annual fire hydrant flushing and maintenance program has begun. Forest Lakes is already complete. Triview program to start in Sanctuary neighborhood and move progressively down to commercial zone.
- Non-revenue water is down to 1.3 million gallons. This is down and trending in the right direction.

### ACTION ITEMS:

- a) Review and Consider approval of a CMGC Agreement for Construction Services between Kiewit Infrastructure Company and the Triview Metropolitan District, that

## RECORD OF PROCEEDINGS

includes the establishment of a guaranteed maximum price in the amount of \$12,450,673.10 and authorization of the District Manager to sign. After a discussion and some questions from the Board, Mr. Demkowicz made a motion to approve the agreement. Mrs. Carlton seconded the motion. A vote was taken and the motion passed unanimously.

- b) Review and Consider an Addendum and Partial Termination Agreement that includes the April 8, 2014, Water Agreement, the May 5, 2020, Amended and Restated Infrastructure Agreement, and June 21, 2021, Higby Road Improvements Financing Agreement, and Authorization for the District Manager to sign. A discussion during executive session resulted in some questions for Chris Cummins. After leaving executive session at 9:45 PM, the Board returned to regular session and Mr. Demkowicz made a motion to approve the agreement. Mr. Gibbons seconded the motion. A vote was taken and the motion passed unanimously.
- c) Review and Consider Approval of Resolution 2025-12, a resolution of the Triview Metropolitan District Board of Directors Amending the 2024 Budget. After a brief discussion Mr. Demkowicz made a motion to approve Resolution 2025-12. Mrs. Carlton seconded the motion. A vote was taken and the motion passed unanimously.
- d) Review and Consider Approval of the Triview Metropolitan District's 2024 Audited Financial Statements and authorize the District's Accountant to file said documents with the State of Colorado. After a discussion, Mr. Demkowicz made a motion to approve the Audited Financial Statements and authorize associated actions. Mrs. Carlton seconded the motion. A vote was taken and the measure passed unanimously.
- e) Review and Consider Approval of Resolution 21025-13, a Resolution of the Board of Directors of the Triview Metropolitan District Providing for the Defense and Indemnification of Directors and Employees of the District. After discussion, a motion was made by Mr. Demkowicz to approve the resolution. Mrs. Jojola seconded the motion. A vote was taken and the motion passed unanimously.

### REVIEW AND CONSIDER APPROVAL OR RATIFICATION OF THE TRIVIEW METROPOLITAN DISTRICT FINANCIALS AND PAYABLES

Checks of \$5,000 or more (enclosure)

Mr. Gibbons made a motion to approve the Checks over \$5,000. Mr. Demkowicz seconded the motion. A vote was taken and the measure passed unanimously.

May 2025 Financials (enclosure)

Mr. Gibbons made a motion to approve the March 2025 Financials. The motion was seconded by Mr. Demkowicz. A vote was taken and the motion passed unanimously.



## **RECORD OF PROCEEDINGS**

### LEGAL COMMENTS:

There were no comments from Mr. Cummins or Mr. Rowley.

### UPDATE BOARD ON PUBLIC RELATION ACTIVITIES:

Mr. McGrady reported that the Triview team is working with Ground Floor Media to update the Triview website and add some new material.

### EXECUTIVE SESSION:

At 8:29 PM a motion was made by Mr. Gibbons under "Executive session of the Board of Directors pursuant to discuss the purchase, acquisition, lease, transfer or sale of real, personal, or other property interests needed by the District pursuant to Section 24-6-402(a) Colorado Revised Statutes. Receive legal advice pursuant to Section 24-6-402(4)(b) Colorado Revised Statutes as it relates to water matters and including agreements with the Town, other governmental entities and an Addendum and Partial Termination Agreement with Jackson Creek Land Company, Vision Development, Inc and Creekside Developers Inc. Determine positions related to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators as it relates to agreements with the Town, and an Addendum and Partial Termination Agreement with Jackson Creek Land Company, Vision Development, Inc., and Creekside Developers, Inc., Pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes. The Motion was seconded by Mr. Demkowicz. A vote was taken and the Board voted unanimously to enter executive session. After a discussion and some questions, the Board exited executive session and returned to regular session at 9:45.

### REGULAR SESSION:

After returning to regular session, the Board approved the agreement under 10b on the agenda. This action is reflected in the Action Items section of the minutes.

### ADJOURNMENT:

There being no further business, Mr. Gibbons made a motion to adjourn the meeting at 9:50 PM. Mrs. Jojola seconded the motion. A vote was made and the motion passed unanimously.

Respectfully Submitted

---

James C. McGrady  
Secretary for the Meeting

Triview Metropolitan District - JULY MONTH END  
Summary Financial Information - Board Packet  
Base Fee Dates: 7-1 to 8-1-2025  
Usage Dates: 5-31 to 6-30-2025

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$147,555.89	2374
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$55,528.51	2355
Rate Code 01 Triview Metro - Res Water Base Rate	\$105,750.00	2377
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$147,139.94	2341
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$94,913.41	1315
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$11,298.44	117
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$4,519.91	23
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$4,400.90	35
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$3,150.00	35
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$11,569.00	46
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$8,280.00	46
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$7,544.70	15
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$5,400.00	15
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$3,017.85	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$2,160.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$36,597.02	98
Usage Fee Triview Metro - Com Water Use Rate	\$66,582.94	98
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$2,340.00	26
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$3,960.00	22
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$6,480.00	18
Usage Fee Triview Metro - Com Irr Water Use	\$100,835.81	62
Triview Metro - Quik Way Sewer		
Triview Metro - Metering & Billing Fee	\$15,084.00	2524
Title Prep Fee Triview Metro - Title Request Fee	\$700.00	16
Triview Metro - 5% Late Fee	\$3,501.53	269
Special Impact Triview Metro - Special Impact Fee	\$2,380.00	238
Triview Metro - Disconnect Fee		
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee		
<b>Total Accounts</b>	<b>\$850,689.85</b>	<b>14471</b>

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2351
Rate Code 02 - Commercial Account 1"	37
Rate Code 03 - Irrigation Account 1"	26
Rate Code 04 - Commercial Account 1 1/2"	51
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	16
Rate Code 08 - Triview No Charge	1
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	17
Rate Code 11 - Irrigation Account 1 1/2"	19
Rate Code 12 - Permitted	
<b>Total Accounts</b>	<b>2522</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 96,780.49
Amount Past Due 31-60 Days	\$ 15,036.49
Amount Past Due 61-90 Days	\$ (436.22)
Amount Past Due 91-120 Days	\$ (941.89)
Amount Past Due 120+ Days	\$ (4,395.50)
<b>Total AR</b>	<b>\$106,043.37</b>

Receipts	Amount	Items
Payment - ACH	\$530,049.61	1715
Payment - Vectra Bank	\$216,485.28	607
Payment - On Site	\$83,898.13	144
Refund CREDIT		
REVERSE Payment	(\$1,087.55)	5
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
<b>Total Receipts</b>	<b>\$829,345.47</b>	<b>2471</b>
<b>Checks versus Online Payments</b>	<b>30.45%</b>	<b>69.55%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 5-31 to 6-30-2025 =	37,075,988	2517
Gallons sold 6-30 to 7-31-2025 =	43,825,640	2521

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	1	51,964	0.14%
40,001 - 50,000	5	217,682	0.59%
30,001 - 40,000	16	534,678	1.44%
20,001 - 30,000	90	2,112,498	5.70%
10,001 - 20,000	870	11,830,660	31.91%
8,001 - 10,000	329	2,944,119	7.94%
6,001 - 8,000	341	2,380,990	6.42%
4,001 - 6,000	278	1,391,432	3.75%
2,001 - 4,000	241	727,389	1.96%
1 - 2,000	154	165,474	0.45%
Zero Usage	23	0	0.00%
<b>Total Meters</b>	<b>2348</b>	<b>22,356,886</b>	<b>60.30%</b>

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	49	5,579,035	15.05%
40,001 - 50,000	6	276,948	0.75%
30,001 - 40,000	9	302,802	0.82%
20,001 - 30,000	4	93,560	0.25%
10,001 - 20,000	15	212,513	0.57%
8,001 - 10,000	1	8,125	0.02%
6,001 - 8,000	2	13,864	0.04%
4,001 - 6,000	4	20,779	0.06%
2,001 - 4,000	10	28,368	0.08%
1 - 2,000	7	7,838	0.02%
Zero Usage	0	0	0.00%
<b>Total Meters</b>	<b>107</b>	<b>6,543,832</b>	<b>17.65%</b>

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	27	7,517,768	20.28%
40,001 - 50,000	7	316,108	0.85%
30,001 - 40,000	4	134,331	0.36%
20,001 - 30,000	3	73,943	0.20%
10,001 - 20,000	6	92,134	0.25%
8,001 - 10,000	2	17,285	0.05%
6,001 - 8,000	2	13,448	0.04%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	3	8,093	0.02%
1 - 2,000	2	2,160	0.01%
Zero Usage	6	0	0.00%





August 2025 Tap Report

## Triview Metropolitan District

NEW TAPS REPORT	July 2025 TAPS PAID		\$
1	441 Clear Bell Lane	LOT 44 JACKSON CREEK NORTH FIL NO 6 L/MR	\$ 49,440.00
2	456 Clear Bell Lane	LOT 51 JACKSON CREEK NORTH FIL NO 6 L/MR	\$ 49,440.00
3	470 Clear Bell Lane	LOT 50 JACKSON CREEK NORTH FIL NO 6 L/MR	\$ 49,440.00
4	413 Clear Bell Ln	LOT 42 JACKSON CREEK NORTH FIL NO 6 L/MR	\$ 49,440.00
5	16259 Basset Mill Way	LOT 15 HOME PLACE RANCH FIL NO 2	\$ 52,327.71
6	16277 Bassett Mill Way	LOT 14 HOME PLACE RANCH FIL NO 2	\$ 52,327.71
7	798 Old Grotto Rd	LOT 1 JACKSON CREEK NORTH FIL NO 4 L/MR	\$ 49,440.00
8	202 E Lost Pines Dr	LOT 65 HOME PLACE RANCH FIL NO 2	\$ 52,327.71
9	16212 Cattle Creek Ct	LOT 43 HOME PLACE RANCH FIL NO 2	\$ 52,327.71
10	1641 Baja Dr Triview Admin Bldg	LOT 4 TERRAZZO BAJA DEVELOPMENT	\$ -
11	337 Grand Summit Dr	LOT 19 JACKSON CREEK N FIL NO 6 L/MR	\$ 49,440.00
12	399 Clear Bell Ln	LOT 41 JACKSON CREEK NORTH FIL NO 6 L/M	\$ 49,440.00
13	327 Grand Summit Dr	LOT 18 JACKSON CREEK N FIL NO 6 L/MR	\$ 49,440.00
14	347 Grand Summit Dr Lokal	LOT 20 JACKSON CREEK N FIL NO 6 L/MR	\$ 49,440.00
15	427 Clear Bell Ln	LOT 43 JACKSON CREEK N FIL NO 6 L/MR	\$ 49,440.00
16	16868 Starfall Dr	LOT 70 JACKSON CREEK N FIL NO 3 L/MR	\$ 49,440.00
17	16879 Timbercrest Dr	LOT 75, JACKSON CREEK NORTH FIL NO. 6	\$ 49,440.00
18	314 Dutch Pine Dr	LOT 17, JACKSON CREEK NORTH FIL NO. 6	\$ 49,440.00
19	16204 Basset Mill Way	LOT 19, HOME PLACE RANCH FIL NO 2	\$ 52,327.71
20	16338 Cattle Creek Ct	LOT 50, HOME PLACE RANCH FIL NO. 2	\$ 52,327.71
		July 2025 TOTAL	\$ 956,686.26



Aug 15, 2025

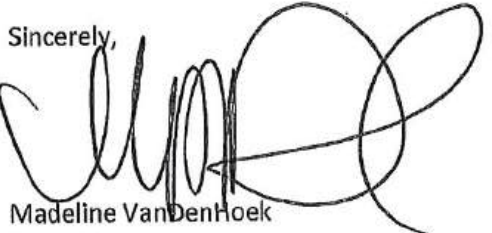
Triview Metropolitan District  
P. O. Box 849  
Monument, CO 80132

Per the current Intergovernmental Agreement (IGA) between the Town of Monument and Triview Metropolitan District, the Town will transfer \$279,564.02 to the Triview Vectra account on or before Aug 30, 2025. The ACH details are as follows and documentation is enclosed.

Sales Tax for June 2025	\$ 256,497.26
Regional Building Use Tax for July 2025	\$ 2,620.69
Motor Vehicle Tax for July 2025	\$ 20,446.07

If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,



Madeline VanDenHoek  
Town Manager



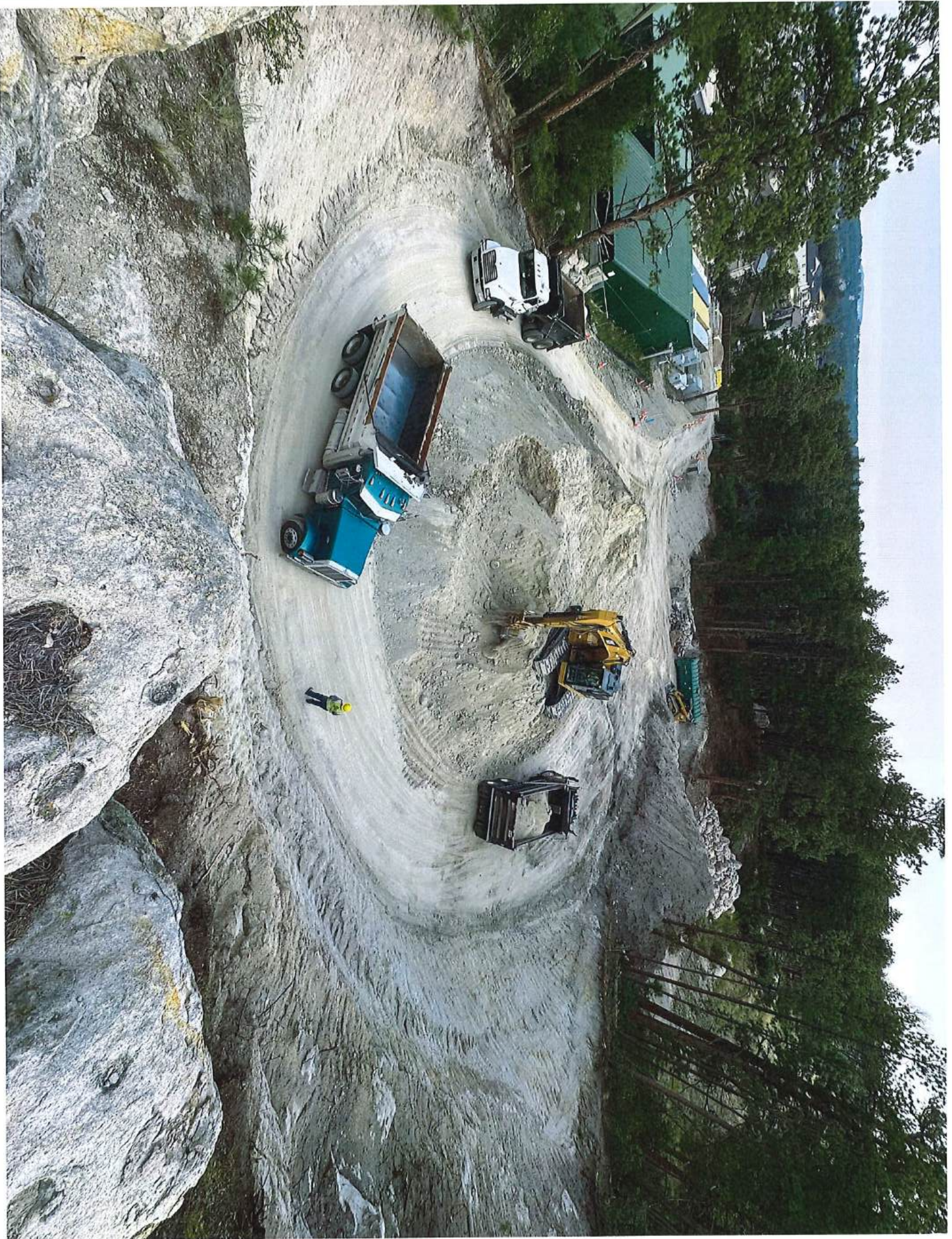
## Assistant Manager Training Report July/August 2025

- The contractor for the AVIC project has been off site for several weeks. Work resumed on some final touchup issues again on 8/11. We hope to have the cross vane installed and operational soon. The steel grating still needs to be installed. A gate to the diversion structure needs installation. A fence and gate need to be installed around the augmentation station. The turnout slide gate is scheduled to be delivered on 8/27 for immediate installation.
- We continue to work on the roundabout intersection for Lyons Tail and Jackson Creek Parkway. We had a meeting and discussed traffic counts as well as the layout. We anticipate renderings for review soon.
- Work for the new admin/utilities building continues. Footer and stem walls have been poured. There were some delays as the temporary road caused some issues for permitting. The schedule now looks like building completion around the end of January 2026.
- Work continues the Stonewall Springs Central Reservoir project. We are in discussions regarding the slurry wall permitting. We continue to take quarterly water quality samples for the State (5 quarters are needed). We hope to be constructing the wall in 2026. Whoever performs the work on the site will have to be bonded. The cost for bonding is unclear for now.
- Kevin Fackerell and I continue to work with the RESPEC engineering team to update the TMD water standards and specification manual. We reviewed 30 details and drawings for inclusion in our specification manual. The goal is to have all updates done by the end of 2025.
- Triview and Forest Lakes made the decision to proceed with the installation of 3 Pressure Reducing Vaults (PRV's). Two will be installed in FLMD. One will be installed at Strata and JCP for Triview MD. This will allow more consistent pressures and flows in the North end of the commercial area. Bidding to begin early September, with construction to be completed by March 2026.
- We are working with the Bale Ditch team to design, acquire easements, bring on a construction contractor, and work with HydroGeo Designs for construction oversight. Easements from Jim Treat and the City of Salida still must be worked out and agreed upon. We have ordered the three Rubicon gates to be used in the structure. We are on schedule to begin constructing the facility in the fall of 2025 and utilize the water flows for runoff in late spring of 2026.
- Higby Rd construction and improvements will begin in earnest the week of 8/11/25.



- Work on the new water storage tank on St. Lawrence Wy is progressing. Dirt work is being done to prep the area for the tank footer. Spoils removal has been a slow process (finding a place to take them has been difficult).
- I have included photos of the new water storage tank progress, and the site for the new TMD administration/utilities building.
- **I am happy to take any Board members on a tour of any of our facilities!**

















## AUGUST ADMIN REPORT FOR THE MONTH OF JULY 2025

### 1. Tap Status:

20 Taps paid for the month of July 2025

### 2. Admin Events:

In anticipation of the office moving to a new location in the winter, Admin is working on updating the phone system working with GoTo and Stepping Forward.

Mrs. Brown is leading this complex changeover, which is tentatively scheduled for August 26, 2025, in the current office, making Triview's future move a seamless transition.

### 3. Billing:

1. Continue to audit billing files to improve unbilled water percentages.  
Monthly meetings with admin and water department staff to share information and review data.
2. All members of admin staff are educating customers in the use of the Eye on Water app for self-monitoring usage and potential leaks.  
Mr. Pallisco is participating in billing audits and improving and maintaining the billing asset files for accuracy, improved documentation and accessibility. He is also working with Mr. Lewis and Mr. Clausen to complete the Colorado Department of Public Health and Environment's requirements of the Annual Backflow Prevention and Cross Connection Control Rules and Regulations. This rule helps protect customers by making sure that backflow prevention assemblies are installed where required and tested annually.
3. Accounts Payable, Accounts Receivable, daily deposits, and invoices are processed to stay current. Accounting team filed 2024 Audited financials with the office of the State Auditor as required.



## Triview Metro Public Works August 2025 Report

### List of August Projects:

- Tree and shrub pruning ongoing.
- Street sweeping mains to start 8/18/25
- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Kitchner & Leather Chaps Landscape bed enhancements well on their way
- Weed control throughout district.
- Train Park Night out at the park was a big success on August 9th.
- Mow and trim all native in district.
- Trail repairs and maintenance on going.
- Register public works employees for the western snow and ice conference and National Snow Roadeo 9/24-26/2025.
- Site prep for B Plant landscape enhancement. Water department Installing irrigation tap for the new trees and landscape along Sr. Lawerance.
- Fleet maintenance (Eddie is running through all equipment complete PM. Getting everything ready for fall and winter.)
- 3<sup>rd</sup> and final on lawn fertilizer and broadleaf app to start August 11th, 2025
- 2<sup>ND</sup> and final Pine beetle spray completed for the whole district.
- Register 2 Public Works employees for Class B CDL class



*Focus for Sept:*

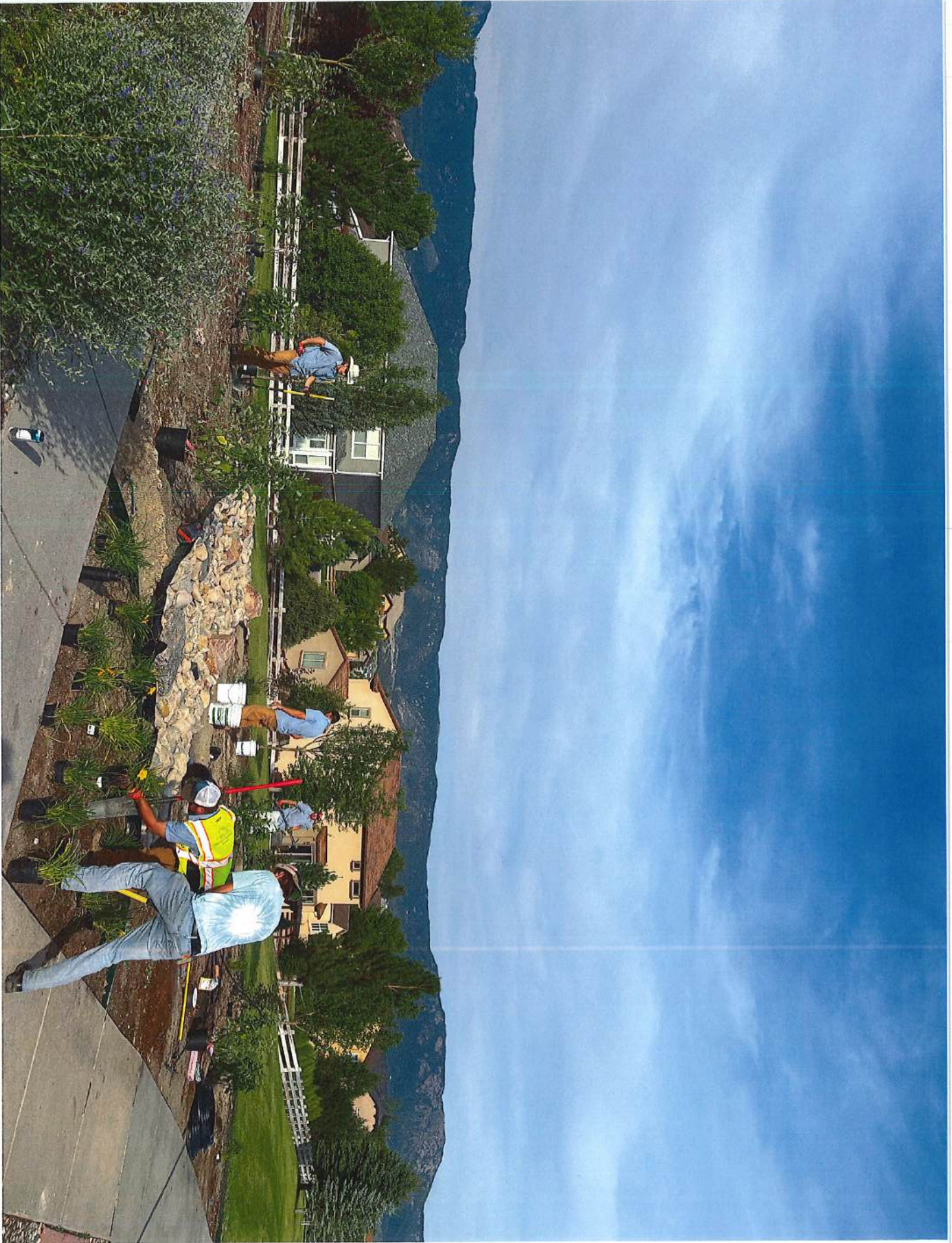
- Tree and shrub pruning
- Shrub replacements
- Over seeding problem areas native and turf.
- Equipment prep for snow removal-continued
- Snow preparation meeting
- Fall aeration and overseeding
- Snow and Ice conference, training, and National snow roadeo.
- Crack and Curb weed spraying
- Work on final budget quotes for the 2026 season.
- Backflow/Irrigation system winterization schedule
- Trail Maintenance on going. We have received the "razor bars" from classic to install on erosion areas.
- Finial mows at end of season and clean and store equipment for winter.
- Irrigation install projects to start on Kitchner.
- 2 Public Works employees taking class B CDL test



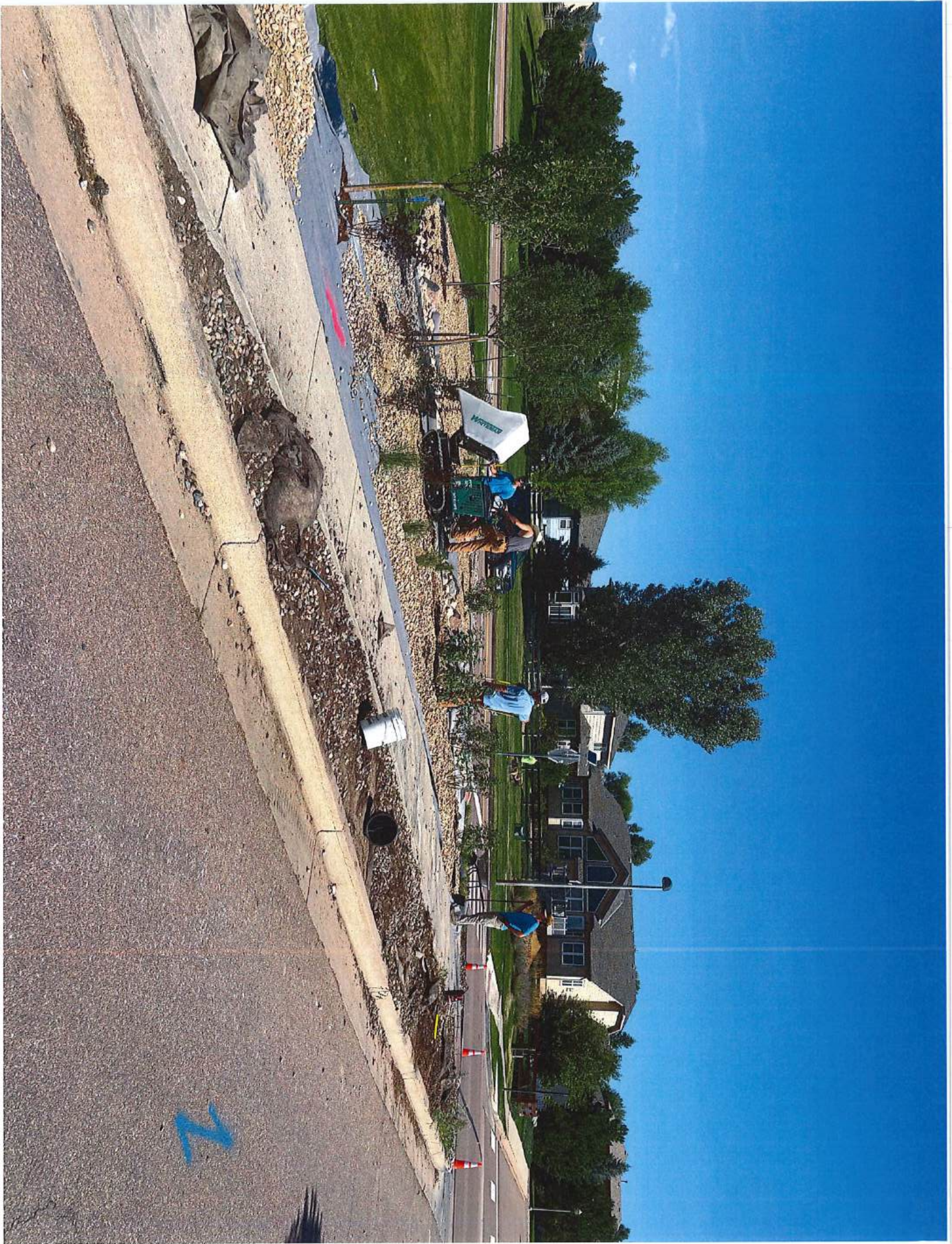
















## Triview Metropolitan District Utility Report August 21<sup>st</sup>, 2025

- **Operations Updates:**

- We have Completed our annual hydrant maintenance program
  - Forst Lakes is complete
  - Triview zones 5 and 6 are complete (all of Sanctuary)
- Water Operations staff installed new irrigation service for the front of B Plant
- With the annual fire hydrant maintenance complete we will be focusing on gate valve maintenance.
- We finally got the Earthcam at the South Reservoir operational.
- We receive results from our EPA Unregulated Contaminant Monitoring Rule 5 required PFAS sampling. I am happy to report that all the results were below the detectable limit of the lab.
- The Laser Flow meter installed upstream of flume continues to read significantly higher flow than the existing flume.
  - We are working with our partners at the Upper Monument Creek Wastewater Treatment Facility to rectify the issue.
- NDS produced 66% of the water for the District in July.

- **Revenue Water/Non-Revenue Water**

- Triview produced 47,702,850 gallons in the July billing cycle. In the same cycle we sold our customers 44,539,708 gallons, leaving 3,163,112 gallons of Non-Revenue Water.

- **What we are doing**

- We are trying to determine if the loss is an apparent loss or a real loss.
- We continue to test meters and install new meters to verify accuracy.
- We are analyzing billing data to find and correct anomalies.
- We are continuing to look for leaks and in the distribution system.



## Triview Metropolitan District Monthly Water Report

July 2025

### Water Production

NDS	31,533,520	Gallons	66%
Wells	16,200,000	Gallons	34%
<b>Total Water Produced</b>	<b>47,733,520</b>	<b>Gallons</b>	

### Metered Non-Billable Water

Process Water	0	Gallons	
Change in Tank Level	0	Gallons	
Hydrant Flush and Misc (metered non-billable)	30,700	Gallons	
<b>Total Non-Billable Water</b>	<b>30,700</b>	<b>Gallons</b>	

Water Distributed\* **47,702,820 Gallons**

### Water Billed

Water billed to Customers	44,409,708	Gallons	
Hydrant Meter Billed		Gallons	
Metered but not billed -	0	Gallons	
<b>Actual Billed Water Total</b>	<b>44,539,708</b>	<b>Gallons</b>	

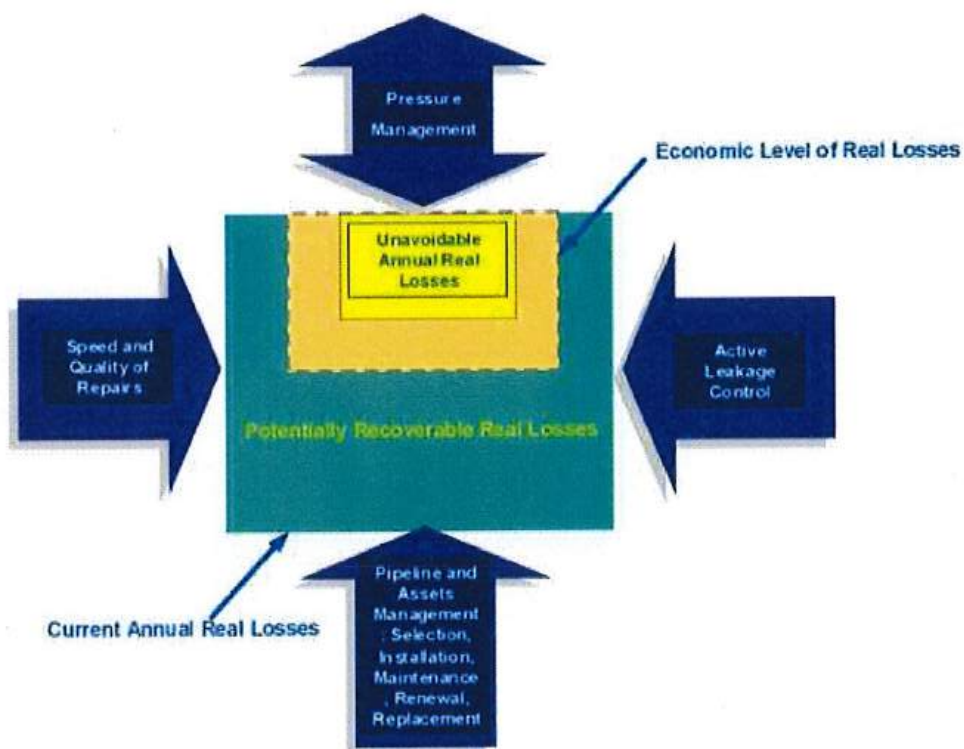
**Non-Revenue Water** **3,163,112 Gallons**  
**%Billed** **93.37%**

**Jul. 2025 % Non-Revenue Water** **6.63%**  
**Jul. 2024 % Non-Revenue Water** **4.46%**

\*Includes Production Minus Total Non-Billable Water



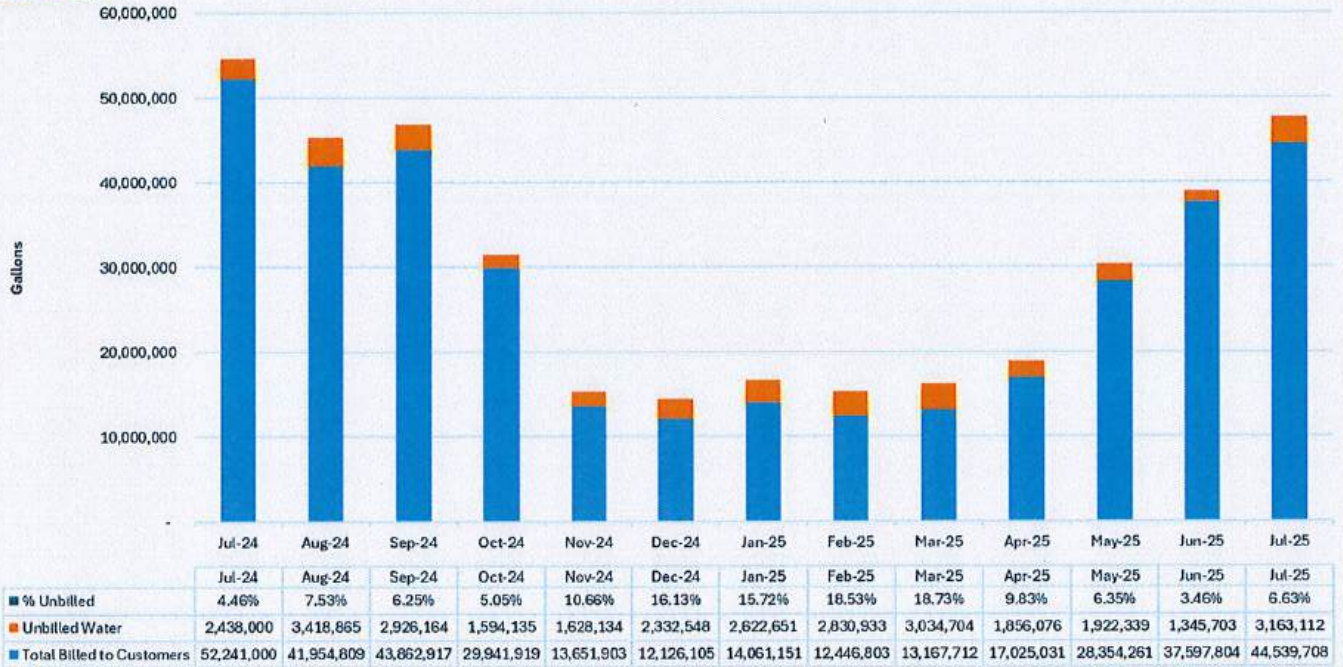
Volume from Own Sources	Total Water Supply (corrected for known errors)	Authorized Consumption	Billed Authorized Consumption	Billed Water Exported	Revenue Water
				Billed Metered Consumption	
				Billed Unmetered Consumption	
			Unbilled Authorized Consumption	Unbilled Metered Consumption	Non-Revenue Water
				Unbilled Unmetered Consumption	
Water Losses		Apparent Losses	Customer Metering Inaccuracies		
			Systematic Data Handling Errors		
			Unauthorized Consumption		
		Real Losses	Leakage on Transmission and Distribution Mains		
			Leakage and Overflows at Storage Tanks		
	Leakage on Service Connections up to point of customer metering				
Imported Water					







### Triview Metropolitan District Monthly Water Production Water Billed vs. Water Unbilled



### Triview 2025 Monthly Water Storage and Consumption (all number as of the end of each month)

	Water Diverted/ Released (AF)					Water in Storage (AF)				Monthly Water Consumption (AF)		
	AVIC	Bale	Excelsior	FMIC	Total Diverted	Big Johnson	South Reservoir	Pueblo Reservoir	Total Storage	Denver Basin Groundwater	Surface Water (NDS)	Total Consumption
Jan										1	49	50
Feb										1	46	47
Mar						575	300		875	2	44	47
Apr				616	616	0	348	314	662	5	53	58
May				690		0	0	594	594	19	79	98
Jun			433				433	599	1,032	19	101	120
Jul							481	590	1,071	51	97	148
Aug												
Sep												
Oct												
Nov												
Dec												

### Triview Water Storage and Consumption Comparison

	Water Diverted (AF)					Water in Storage (AF)				Monthly Water Consumption (AF)		
	AVIC	Bale	Excelsior	FMIC	Total Diverted	Big Johnson	South Reservoir	Pueblo Reservoir	Total Storage	Denver Basin Groundwater	Surface Water (NDS)	Total Consumption
Jul-25						0	481	590	1,071	51	97	148
Jul-24										168	0	168
Jul-23										156	0	156



**Resolution No. 2025-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AUTHORIZING THE DISTRICT MANAGER TO INITIATE EMINENT DOMAINE PROCEEDINGS FOR THE ACQUISITION OF RIGHT OF WAY AND REAL PROPERTY INTERESTS NECESSARY FOR THE WIDENING OF A PUBLIC ROAD KNOWN AS BLEVINS BUCKLE TRAIL. SAID WIDENING WILL INCLUDE THE INSTALLATION OF PUBLIC UTILITIES, AND PUBLIC INFRASTRUCTURE, ALONG WITH CURB AND GUTTER, SIDEWALK, LANDSCAPING AND ALL OTHER IMPROVEMENTS NECESSARY FOR THE INSTALLATION OF A PUBLIC ROAD ACCESSING A 30 ACRE PARCEL OF LAND KNOWN AS THE LEGACY AT JACKSON LANDING, SHOULD GOOD FAITH NEGOTIATIONS FOR THE SAME FAIL.**

WHEREAS, this Board has the authority on behalf of the District, pursuant to Colorado Statute, to acquire real property, including easements necessary to the function and operation of the District, and, pursuant to C.R.S. §32-1-1004(4), to do so utilizing the power of Eminent Domain to take any property necessary for the function and operation of the District, both with and without the boundaries of the District, including for purposes of infrastructure associated with the delivery of water, including any and all utilities associated therewith;

WHEREAS, the Triview Metropolitan District has determined that it is necessary to the public health, safety, and welfare to acquire certain property for public purposes, specifically the acquisition of easements and real property interests necessary for pipelines, utilities, and infrastructure associated with the Blevins Buckle Widening Project ("Project"); and

WHEREAS, appraisals of real property prepared by a professional appraisal company experienced in performing appraisals, will be used to determine the fair market value of the property interests to be acquired; and

WHEREAS, the Triview Metropolitan District ("District") has made and will continue to make good faith offers to purchase the necessary property interests on the subject properties; and

WHEREAS, there is an immediate need to acquire the interests to keep the permitting and construction of the Project on schedule;

WHEREAS, the property interests to be acquired are necessary for completion and construction of the Project;

WHEREAS, the District has with the legal authority and power of eminent domain, and may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the necessary property cannot be obtained voluntarily, the District is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, District Board finds that if acquisition by condemnation of the property described in this resolution is commenced, immediate possession by the District may be necessary for the public health, safety, and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE TRIVIEW METROPOLITAN DISTRICT:

1. The acquisition of the property interests sought to be acquired for the Project are more fully described in the legal description attached hereto and incorporated herein as Exhibit A ("Property").

2. The acquisition of the Property serves the public purpose of constructing Roadways, Pipelines, Utilities, Curb and Gutter, Sidewalks, Landscape Improvements, and other Infrastructure associated with the Blevins Buckle Widening Project for the community, and for ingress, egress and access thereto for purposes of construction, maintenance, repair and operation.

3. The District Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project, including as based upon appraisals obtained from qualified professionals.

4. The property is necessary for the Project and there is an immediate need for the Property.

5. The District Manager or his designees are authorized to proceed with negotiations to acquire such Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation, but not greater than fair market value for the property to be acquired.

6. The District Manager or his designees are hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete this acquisition.



7. The District Manager is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Property against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the District Manager is further authorized to request a grant of immediate possession of the Property.

8. The District Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Property, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, attorney and consultant fees, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property.

9. The District Manager or his designee is hereby authorized to call for amendment of the legal description of the Property to be acquired, and the nature of the interests to be acquired, if necessary, in the course of the Project.

THEREFORE, the above resolution and policy regarding acquisition of all real property interests necessary for completion of the Blevins Buckle Widening Project, were established as rules and regulations of the District, and were enacted by the Board of Directors of the District on this \_\_\_\_ day of \_\_\_\_\_, 2025, to be effective immediately.

---

Jason Gross, District President

ATTEST:

---

Amanda Carlton, District Secretary



**Resolution No. 2025-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AUTHORIZING THE DISTRICT MANAGER TO INITIATE EMINENT DOMAINE PROCEEDINGS FOR THE ACQUISITION OF RIGHT OF WAY AND REAL PROPERTY INTERESTS NECESSARY FOR THE WIDENING OF A PUBLIC ROAD KNOWN AS BLEVINS BUCKLE TRAIL. SAID WIDENING WILL INCLUDE THE INSTALLATION OF PUBLIC UTILITIES, AND PUBLIC INFRASTRUCTURE, ALONG WITH CURB AND GUTTER, SIDEWALK, LANDSCAPING AND ALL OTHER IMPROVEMENTS NECESSARY FOR THE INSTALLATION OF A PUBLIC ROAD ACCESSING A 30 ACRE PARCEL OF LAND KNOWN AS THE LEGACY AT JACKSON LANDING, SHOULD GOOD FAITH NEGOTIATIONS FOR THE SAME FAIL.**

WHEREAS, this Board has the authority on behalf of the District, pursuant to Colorado Statute, to acquire real property, including easements necessary to the function and operation of the District, and, pursuant to C.R.S. §32-1-1004(4), to do so utilizing the power of Eminent Domain to take any property necessary for the function and operation of the District, both with and without the boundaries of the District, including for purposes of infrastructure associated with the delivery of water, including any and all utilities associated therewith;

WHEREAS, the Triview Metropolitan District has determined that it is necessary to the public health, safety, and welfare to acquire certain property for public purposes, specifically the acquisition of easements and real property interests necessary for pipelines, utilities, and infrastructure associated with the Blevins Buckle Widening Project ("Project"); and

WHEREAS, appraisals of real property prepared by a professional appraisal company experienced in performing appraisals, will be used to determine the fair market value of the property interests to be acquired; and

WHEREAS, the Triview Metropolitan District ("District") has made and will continue to make good faith offers to purchase the necessary property interests on the subject properties; and

WHEREAS, there is an immediate need to acquire the interests to keep the permitting and construction of the Project on schedule;

WHEREAS, the property interests to be acquired are necessary for completion and construction of the Project;

WHEREAS, the District has with the legal authority and power of eminent domain, and may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the necessary property cannot be obtained voluntarily, the District is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, District Board finds that if acquisition by condemnation of the property described in this resolution is commenced, immediate possession by the District may be necessary for the public health, safety, and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE TRIVIEW METROPOLITAN DISTRICT:

1. The acquisition of the property interests sought to be acquired for the Project are more fully described in the legal description attached hereto and incorporated herein as Exhibit A ("Property").

2. The acquisition of the Property serves the public purpose of constructing Roadways, Pipelines, Utilities, Curb and Gutter, Sidewalks, Landscape Improvements, and other Infrastructure associated with the Blevins Buckle Widening Project for the community, and for ingress, egress, and access thereto for purposes of construction, maintenance, repair and operation.

3. The District Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project, including as based upon appraisals obtained from qualified professionals.

4. The property is necessary for the Project and there is an immediate need for the Property.

5. The District Manager or his designees are authorized to proceed with negotiations to acquire such Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation, but not greater than fair market value for the property to be acquired.

6. The District Manager or his designees are hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete this acquisition.



7. The District Manager is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Property against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the District Manager is further authorized to request a grant of immediate possession of the Property.

8. The District Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Property, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, attorney and consultant fees, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property.

9. The District Manager or his designee is hereby authorized to call for amendment of the legal description of the Property to be acquired, and the nature of the interests to be acquired, if necessary, in the course of the Project.

THEREFORE, the above resolution and policy regarding acquisition of all real property interests necessary for completion of the Blevins Buckle Widening Project, were established as rules and regulations of the District, and were enacted by the Board of Directors of the District on this \_\_\_\_ day of \_\_\_\_\_, 2025, to be effective immediately.

---

Ann-Marie Jojola, District Vice President

ATTEST:

---

Amanda Carlton, District Secretary

# EXHIBIT A

That portion of land being in the Southwest Quarter of Section 25, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Bearings are based upon the East line of Parcel H as described in that Special Warranty Deed as recorded under Reception No. 200006198 in the official records of the El Paso County Clerk and Recorder, monumented at the Northeast corner of said Parcel H, with a No. 4 rebar, 1" yellow plastic cap, stamped "PLS 24964", flush with grade and monumented at the Southeast corner of said Parcel H, with a No. 5 rebar, 1 1/4" orange plastic cap, stamped "PLS 38141", said line bears S 00°46'29" E, with a distance of 1097.69 feet.

COMMENCING at the Northeast corner of said Parcel H, thence S 00°46'29" E along said East line of Parcel H, a distance of 283.64 feet to the Northwest corner of that parcel of land as described in that Special Warranty Deed as recorded under Reception No. 217005645 in the official records of the El Paso County Clerk and Recorder, said corner being the POINT OF BEGINNING;  
thence N 89°56'55" E along the North line of said parcel, a distance of 366.09 feet;  
thence S 74°37'00" W, a distance of 67.70 feet;  
thence 130.37 feet along the arc of a 513.50 foot radius curve to the right, having a central angle of 14°32'47" and a chord that bears S 81°57'08" W, a distance of 130.02 feet;  
thence S 89°13'31" W, a distance of 67.52 feet;  
thence 49.83 feet along the arc of a 52.38 foot radius curve to the left, having a central angle of 54°30'15" and a chord that bears S 61°58'24" W, a distance of 47.97 feet;  
thence S 89°13'31" W, a distance of 7.19 feet;  
thence 23.05 feet along the arc of a 58.38 foot radius curve to the left, having a central angle of 22°37'21" and a chord that bears S 19°18'41" W, a distance of 22.90 feet;  
thence S 08°00'00" W, a distance of 59.17 feet;  
thence 64.82 feet along the arc of a 223.10 foot radius curve to the right, having a central angle of 16°38'47" and a chord that bears S 16°21'36" W, a distance of 64.59 feet;  
thence 31.01 feet along the arc of a 147.28 foot radius reverse curve to the left, having a central angle of 12°03'49" and a chord that bears S 18°39'05" W, a distance of 30.95 feet;  
thence 43.47 feet along the arc of a 211.42 foot radius compound curve to the left, having a central angle of 11°46'52" and a chord that bears S 06°43'44" W, a distance of 43.40 feet;  
thence S 00°14'00" E, a distance of 30.00 feet;  
thence 21.39 feet along the arc of a 122.50 foot radius curve to the right, having a central angle of 10°00'11" and a chord that bears S 04°46'05" W, a distance of 21.36 feet to the East line of said Parcel H;  
thence along said East line N 00°46'29" W, a distance of 325.31 feet to the POINT OF BEGINNING.

Containing a calculated area of 18,394 square feet, (0.422 acres) of land, more or less.

Spencer J. Barron  
Colorado Professional Land Surveyor No. 38141  
For and on behalf of Barron Land, LLC



## BARRON LAND

BOUNDARY ▲ MAPPING ▲ SURVEYING ▲ CONSTRUCTION

2790 N. Academy Blvd. Suite 311  
Colorado Springs, CO 80917

P: 719.360.6827  
F: 719.466.6527

[www.BARRONLAND.com](http://www.BARRONLAND.com)



LOT 1  
MONUMENT MARKETPLACE  
FILING No. 14  
(RECEPTION NO. 207712551)

LOT 3  
MONUMENT MARKETPLACE  
FILING No. 14  
(RECEPTION NO. 207712551)

BLEVINS BUCKLE TRAIL  
(PUBLIC R.O.W. VARIES)  
(RECEPTION NO. 207712551)

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF PARCEL H  
FOUND NO. 4 REBAR WITH 1" YELLOW  
PLASTIC CAP STAMPED "PLS 24964"

POINT OF BEGINNING  
NORTHWEST CORNER OF  
UNPLATTED PARCEL

N 89°56'55" E 366.09'

NORTH LINE OF UNPLATTED PARCEL

PARCEL  
18,394 SQ. FT.  
0.422 ACRES±

S 89°13'31" W L=130.37' Δ=14°32'47" R=513.50'  
67.52' CB=S 81°57'08" W CL=130.02'

S 74°37'00" W  
67.70'

UNPLATTED PARCEL  
(RECEPTION NO. 217005645)



UNPLATTED PARCEL  
(PARCEL H)  
(RECEPTION NO. 200006198)

BASIS OF BEARINGS

S 00°46'29" E 1097.69'

N 00°46'29" W 325.31'

EAST LINE OF PARCEL H

LINE	BEARING	DISTANCE
L1	S 89°13'31" W	7.19'
L2	S 00°14'00" E	30.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	49.83'	52.38'	54°30'15"	S 61°58'24" W	47.97'
C2	23.05'	58.38'	22°37'21"	S 19°18'41" W	22.90'
C3	64.82'	223.10'	16°38'47"	S 16°21'36" W	64.59'
C4	31.01'	147.28'	12°03'49"	S 18°39'05" W	30.95'
C5	43.47'	211.42'	11°46'52"	S 06°43'44" W	43.40'
C6	21.39'	122.50'	10°00'11"	S 04°46'05" W	21.36'

SOUTHEAST CORNER OF PARCEL H  
FOUND NO. 5 REBAR WITH 1 1/4" ORANGE  
PLASTIC CAP STAMPED "PLS 38141"

1" = 60'



This is NOT a boundary survey and should not be relied upon for any type of construction purposes.

**BARRON LAND**

BOUNDARY Δ MAPPING Δ SURVEYING Δ CONSTRUCTION  
2790 N. Academy Blvd. Suite 311 P: 719.360.6827  
Colorado Springs, CO 80917 F: 719.466.6527

www.BARRONLAND.com

DATE: 07/23/2025

REV. DATE: 08/15/2025

PROJECT No.: 25-015

SHEET 2 OF 2

Market: RMR  
Cell Site Number: COL02224  
Search Ring Name: Baptist and Gleneagle  
Fixed Asset Number: 15373136

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, having a mailing address of PO Box 849, Monument, Colorado 80132 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

### BACKGROUND

Landlord owns or controls certain plots, parcels or tracts of land, as described on **Exhibit 1**, improved with a water tank (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 1320 Vanderwolf Court, Monument, in the County of El Paso, State of Colorado 80132 (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

**1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a portion of the Property consisting of:

- (a) approximately 200 square feet of ground space, including the air space above such ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;
- (b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**");
- (c) that certain space on the Structure, as generally depicted on **Exhibit 1**, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises**."

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the



initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. The Tenant will use reasonable efforts to ensure that the equipment and structures installed by the Tenant on the Premises match the existing Structure in color and style. Prior to attaching equipment of any kind to the Structure, Tenant must provide the Landlord with plans, approved by the designer of the Structure, showing how the Tenant's equipment will be attached to the Structure in such a way as to not compromise the integrity of the Structure or interfere with its use by the Landlord. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Tenant may request use of the Additional Premises from the Landlord, who, in the Landlord's sole discretion may grant use of the Additional Premises upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Tenant hereby agrees that its use of the Premises and Additional Premises will not unreasonably interfere with the Landlord's use of the Property to deliver water to Landlord's customers.

### 3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least sixty (60) days prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least sixty (60) days prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

### 4. **RENT.**



(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

## **5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) With written permission from the Landlord, Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

## **6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

## **7. INSURANCE.** During the Term, Tenant will carry and maintain in effect a commercial general liability policy insuring Tenant. Said policy of commercial general liability insurance will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars



(\$2,000,000.00) in the aggregate. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage. Landlord will be included as an additional insured by endorsement as respects to this Agreement on Tenant's commercial general liability policy.

#### **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord will provide Tenant with contact information for other entities with wireless telecommunication equipment on the Property and Tenant shall conduct such radio propagation tests as it deems appropriate to determine the radio frequency user(s) and frequencies used on the Property as of the Effective Date and ensure that they will not interfere with existing users and that existing users will not interfere with Tenant's proposed uses. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant agrees to ensure that Tenant's equipment will 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 or use of the Structure to deliver water to the Landlord's customers.


(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant does in fact adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause interference within its control to cease within twenty-four (24) hours after receipt of notice of interference from Tenant, unless the interference is caused by equipment necessary to deliver water to its customers. If such interference is not within Landlord's control, Landlord shall use reasonable efforts to cause the interfering party to remedy or cease such interference as soon as reasonably possible. In the event any such interference does not cease within the aforementioned cure periods, or if the interference is caused by equipment necessary to deliver water to its customers Tenant may terminate this Agreement and remove Tenant's equipment.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

#### **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord shall have no obligation to indemnify Tenant. 

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### **10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity,



as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) To the extent permitted by law, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a).

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use



of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100 per day in an amount not to exceed \$2,500 total per occurrence in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will be responsible for the replacement of any trees, shrubs or other vegetation removed from the Premises only.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice and to send such invoices to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant. Any upgrades to utilities required for Tenant's use of the Premises, at the time of installation or anytime during the term of this Agreement, shall be paid for by the Tenant up front.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.



(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem that is within the reasonable control of the Landlord, as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant's sole remedy shall be to terminate the Agreement and remove its equipment.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's written consent; provided Tenant shall have the right, without Landlord's consent, to assign this Agreement and Tenant's rights herein to Tenant's Affiliates (as defined in Section 24(i) below). Upon notification to Landlord of a permitted assignment, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** For Notices of Default to Tenant, notices must be sent to Tenant's Lease Administration Department by email at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and to Tenant's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: COL02224; Cell Site Name: Baptist and Gleneagle (CO)  
Fixed Asset #: 15373136  
208 S. Akard Street  
Dallas, TX 75202-4206

All other notices will be sent:

- (a) To Tenant's Lease Administration Department by email at [NoticeIntake@att.com](mailto:NoticeIntake@att.com) with the FA#, Cell Site #, and Cell Site Name in the email subject line; and
- (b) To Landlord at:  
Triview Metropolitan District



16055 Old Forest Point, Suite 302  
Monument, CO 80132

With a copy to:  
Triview Metropolitan District  
PO Box 849  
Monument, CO 80123

And:  
WBA, PC  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of Landlord's actual knowledge of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. LIENS.**

(a) The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to



Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

(b) Tenant will use commercially reasonable efforts to prevent any liens from attaching to the Property, including the Structure or any part of the Landlord's Property, as a result of Tenant's work on or use of the Premises. If any such lien is filed against the Property, 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 thirty (30) days of receipt of Notice of the same from Landlord, provided that Tenant may contest any such lien if Tenant posts a bond or provides Landlord a letter of credit in the amount of said lien as security for its payment within such thirty (30) day period, and thereafter diligently contests such lien. In the event Tenant fails to post a bond or 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 at Tenant's expense.

## **21. TAXES.**

(a) Landlord is exempt from (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.



(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it



receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

## **24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of



this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

(q) **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 one hundred eighty (180) 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 rezoning 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.

(r) **Limitation of Liability; Waiver of Damages.** Notwithstanding, any contrary provision in this Agreement, in no event shall either party to this Agreement be liable to the other for any incidental, special, indirect, consequential, exemplary, or punitive damages, including without limitation lost profits, loss of data, or loss of business opportunity, arising out of or in connection with this Agreement, regardless of the cause of action and even if such party has been advised of the possibility of such damages. Each party acknowledges and agrees that the exclusions and limitations in this section represent a reasonable allocation of risk and are an essential element of the basis of the bargain between the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**"LANDLORD"**

Triview Metropolitan District,  
a quasi-municipal corporation  
and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_




## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page        of

to the Structure Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

 Property is legally described as follows:

TRACTS "H" AS PLATTED IN SANCTUARY POINTE FILING NO. 3 TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO, RECORDED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO, AS RECEPTION NO. 217713973.

LOT 85 AS PLATTED IN SANCTUARY POINTE FILING NO. 3 TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO, RECORDED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO, UNDER RECEPTION NO. 217713973.

TRACT "A" AS PLATTED IN SANCTUARY POINTE FILING NO. 7, TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO RECORDED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO UNDER RECEPTION .220714563.

The Premises are described and/or depicted as follows:

BEGINNING AT A POINT SOUTH 11°47'59" WEST, 537.25 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 25°12'22" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 64°47'38" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 25°12'22" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 64°47'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200.00 SQUARE FEET

Utility Easement #1 Description:

AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 07°55'04" WEST, 374.63 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND

NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 07°00'00" WEST, A DISTANCE OF 30.24 FEET; THENCE SOUTH 31°50'13" WEST, A DISTANCE OF 35.69 FEET; THENCE SOUTH 11°21'57" WEST, A DISTANCE OF 70.08 FEET; THENCE SOUTH 37°54'12" WEST, A DISTANCE OF 34.57 FEET TO THE POINT OF TERMINUS.

Utility Easement #2 Description:

AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 12°38'31" WEST, 543.33 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 43°32'15" WEST, A DISTANCE OF 18.44 FEET TO THE POINT OF TERMINUS.

UTILITY EASEMENT #3 DESCRIPTION

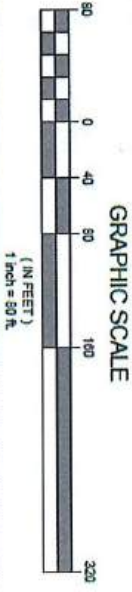
AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS S 40°20'29"W 214.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST 6TH PRINCIPAL MERIDIAN; THENCE S07°14'04"E, A DISTANCE OF 34.81 FEET; THENCE S45°52'12"E, A DISTANCE OF 112.82 FEET; THENCE S03°24'14"W, A DISTANCE OF 101.26 FEET; THENCE S20°30'38"W, A DISTANCE OF 161.40 FEET TO THE POINT OF ENDING.





TO GENERAL LOCATION OF UNDERGROUND  
UTILITIES ONLY  
DO NOT EXCAVATE OR DISTURB  
UTILITIES SHOWN ON THIS MAP  
TOTAL FILE: 1-800-423-1827 OR  
www.811.org



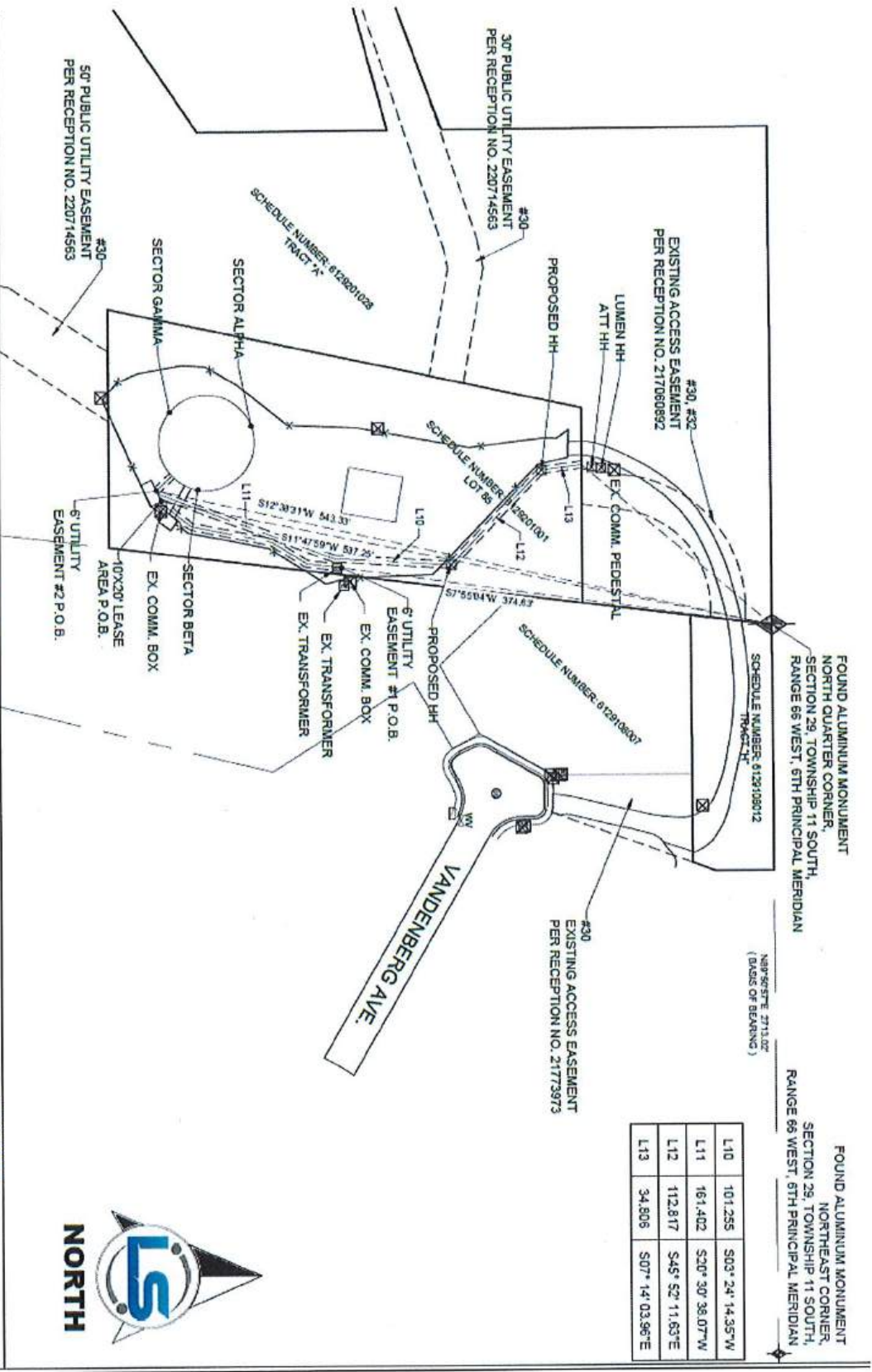
GRAPHIC SCALE

TO GENERAL LOCATION OF UNDERGROUND  
UTILITIES ONLY  
DO NOT EXCAVATE OR DISTURB  
UTILITIES SHOWN ON THIS MAP  
TOTAL FILE: 1-800-423-1827 OR  
www.811.org

TO GENERAL LOCATION OF UNDERGROUND  
UTILITIES ONLY  
DO NOT EXCAVATE OR DISTURB  
UTILITIES SHOWN ON THIS MAP  
TOTAL FILE: 1-800-423-1827 OR  
www.811.org

LEGEND

NORTH



L10	101.255	S03° 24' 14.35"W
L11	161.402	S20° 30' 38.07"W
L12	112.817	S45° 52' 11.63"E
L13	34.808	S07° 14' 03.96"E

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement"), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called "**Mortgagee**") and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

**RECITALS:**

- A. Tenant has entered into a certain lease dated [Insert Date], 20 , (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and
- B. Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] ("**Property**"), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$ ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] ("**Mortgage**"); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or



- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

**LANDLORD:**

[Insert Landlord's Name]  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**MORTGAGEE:**

[Insert Mortgagee's Name]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**



**Non-Tower Structure**

**ACKNOWLEDGEMENTS**

**LANDLORD**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

**TENANT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**MORTGAGEE**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT 1**

### **DESCRIPTION OF PROPERTY AND PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:



## **EXHIBIT 11**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows: chlorine is used to treat water on the Property.

**Non-Tower Structure**

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

[FOLLOWS ON NEXT PAGE]



## Non-Tower Structure

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
[Landlord, Lessee, Licensee]  
[Street Address]  
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

---

Landlord Signature

**Non-Tower Structure**

**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]



**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

[Insert Landlord's Name], a  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] \_\_\_\_\_  
Its: [Insert Title]  
Date: [Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_] \_\_\_\_\_  
Its: [Insert Title]  
Date: [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page       of

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type], as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) . . . . .  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) . . . . .  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	
or	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC  
Attn: Lease Administration Team  
7670 S Chester St, Third Floor  
Englewood, CO 80112

---

(Space Above This Line For Recorder's Use Only)

**APN (Tax Id.): 6129201001**

Cell Site #: COL02224  
Cell Site Name: Baptist and Gleneagle  
Fixed Asset #: 15373136  
State: Colorado  
County: El Paso

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, collectively having a mailing address of PO Box 849, Monument, Colorado 80132 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.



**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

Triview Metropolitan District,  
a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

Acknowledgment State of Colorado )

§

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_ a notary  
date month year notary public name

public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_ (notary signature)

(seal)



**TENANT ACKNOWLEDGMENT**

Acknowledgment State of Colorado )

§

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_ a notary  
date month year notary public name

public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_ (notary signature) (seal)

**EXHIBIT 1 TO MEMORANDUM OF LEASE**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page            of

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_, by and Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

TRACTS "H" AS PLATTED IN SANCTUARY POINTE FILING NO. 3 TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO, RECORDED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO, AS RECEPTION NO. 217713973.

LOT 85 AS PLATTED IN SANCTUARY POINTE FILING NO. 3 TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO, RECORDED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO, UNDER RECEPTION NO. 217713973.

TRACT "A" AS PLATTED IN SANCTUARY POINTE FILING NO. 7, TOWN OF MONUMENT, COUNTY OF EL PASO, STATE OF COLORADO RECORDED LN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, COLORADO UNDER RECEPTION .220714563.

The Premises are described and/or depicted as follows:

BEGINNING AT A POINT SOUTH 11°47'59" WEST, 537.25 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 25°12'22" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 64°47'38" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 25°12'22" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 64°47'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200.00 SQUARE FEET

Utility Easement #1 Description:

AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 07°55'04" WEST, 374.63 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29,



TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND

NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 07°00'00" WEST, A DISTANCE OF 30.24 FEET; THENCE SOUTH 31°50'13" WEST, A DISTANCE OF 35.69 FEET; THENCE SOUTH 11°21'57" WEST, A DISTANCE OF 70.08 FEET; THENCE SOUTH 37°54'12" WEST, A DISTANCE OF 34.57 FEET TO THE POINT OF TERMINUS.

Utility Easement #2 Description:

AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 12°38'31" WEST, 543.33 FEET FROM THE FOUND ALUMINUM MONUMENT, BEING THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID POINT HAVING A BASIS OF BEARING NORTH 89°50'57" EAST 2713.02 FEET BETWEEN SAID FOUND NORTH QUARTER CORNER AND THE FOUND NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 43°32'15" WEST, A DISTANCE OF 18.44 FEET TO THE POINT OF TERMINUS.

UTILITY EASEMENT #3 DESCRIPTION

AN EASEMENT 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS S 40°20'29"W 214.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 66 WEST 6TH PRINCIPAL MERIDIAN; THENCE S07°14'04"E, A DISTANCE OF 34.81 FEET; THENCE S45°52'12"E, A DISTANCE OF 112.82 FEET; THENCE S03°24'14"W, A DISTANCE OF 101.26 FEET; THENCE S20°30'38"W, A DISTANCE OF 161.40 FEET TO THE POINT OF ENDING.







TO OBTAIN A LISTING OF PARTICIPATING CONTRACTORS AND PROVIDERS, VISIT WWW.811.ORG. TOTAL FEE: 1,000.00 - PAID ON RECEIPT. 811 IS A SERVICE PROVIDED BY THE STATE OF COLORADO. 811 IS NOT A SERVICE PROVIDED BY THE CITY OF DENVER.



PROPERTY CORNER  
AS SHOWN  
ADJACENT PARCELS

SECTION LINE  
PROPERTY CORNER  
ADJACENT PARCELS  
SECTION LINE



50' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

6" UTILITY  
EASEMENT #2 P.O.B.

SECTOR ALPHA

SECTOR BETA

EX. COMM. BOX

10'X20' LEASE  
AREA P.O.B.

EX. TRANSFORMER

EX. COMM. BOX

EX. TRANSFORMER

EX. COMM. BOX

EX. TRANSFORMER

EX. COMM. BOX

EX. TRANSFORMER

SCHEDULE NUMBER: 612301028  
TRACT 'K'

SCHEDULE NUMBER: 612301021  
LOT 65

SCHEDULE NUMBER: 612301020

SCHEDULE NUMBER: 612301022  
TRACT 'H'

SCHEDULE NUMBER: 612301023

SCHEDULE NUMBER: 612301024

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

30' PUBLIC UTILITY EASEMENT  
PER RECEPTION NO. 220714563

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

PROPOSED HH

L10	101.255	S03° 24' 14.35"W
L11	161.402	S20° 30' 38.07"W
L12	112.817	S45° 52' 11.63"E
L13	34.806	S07° 14' 03.96"E

N06°56'27" 2713.02'  
(BASIS OF BEARING)

FOUND ALUMINUM MONUMENT  
NORTH QUARTER CORNER  
SECTION 29, TOWNSHIP 11 SOUTH,  
RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN

FOUND ALUMINUM MONUMENT  
NORTHQUARTER CORNER  
SECTION 29, TOWNSHIP 11 SOUTH,  
RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN



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**  
**August 21, 2025**

**Paid Invoices Over \$5,000 For 2025**

- 1. Donala Water & Sanitation District \$62,201.90**  
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –  
TF/Donala/IGA
- 2. Haynie & Company \$15,000.00**  
General/Enterprise Funds – Administrative – Audit Fees
- 3. Kiewit Infrastructure CO \$700,914.75**  
Capital Project –Enterprise – Water Improvements – Tank Design
- 4. Schnabel Engineering \$28,773.16**  
Capital Project – Enterprise – Water Improvements -Central Reservoir
- 5. Colorado Springs Utilities \$294,137.20**  
Enterprise Fund – Water System – Operation & Maintenance - Convey, Treat, and  
Deliver (CTD)
- 6. White Bear Ankele Tanaka & Waldron \$13,535.93**  
General Fund – Professional Services – Legal Fees
- 7. Gordon Construction Company \$110,515.91**  
Capital Project –Enterprise – Water Improvements -Teachout Creek Escrow  
(2 Pay Applications #4 & #5)



- |  |                     |
|--|---------------------|
| <b>8. Colorado Springs Utilities</b>   | <b>\$179,371.50</b> |
| Capital Project – Enterprise – Water Improvements – NMCI/Wastewater Design & Permitting                        |                     |
| <b>9. Monson, Cummins &amp; Shohet, LLC</b>  | <b>\$11,929.40</b>  |
| Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet                                   |                     |
| <b>10. RESPEC Company LLC</b>  | <b>\$16,723.75</b>  |
| General/Enterprise Fund – Professional Services – Professional Services Engineering                            |                     |
| <b>11. RESPEC Company LLC</b>  | <b>\$5,605.00</b>   |
| Capital Project –Enterprise – Water Improvements – Tank Design   |                     |
| <b>12. T-Bone Construction Inc.</b>  | <b>\$182,875.00</b> |
| Capital Project –Enterprise – Water Improvements – AVIC Augmentation Station/Diversion Structure/Recharge Pond |                     |
| <b>13. Groninger Concrete</b>  | <b>\$46,067.00</b>  |
| General Fund – Streets Operations & Maintenance –District Sidewalk Repair/ADA Ramps                            |                     |
| <b>14. Ground Floor Media</b>  | <b>\$7,779.22</b>   |
| General /Enterprise Fund – Professional Services - Public Relations  |                     |
| <b>15. Rubicon Systems America</b>   | <b>\$88,793.33</b>  |
| Capital Project –Enterprise – Water Improvements - AVIC Augmentation Station/Diversion Structure/Recharge Pond |                     |
| <b>16. Ted D. Miller Associates Inc.</b>   | <b>\$25,254.00</b>  |
| Enterprise Fund- Wastewater System/Treatment – Repairs & Maintenance   |                     |
| <b>17. JR Engineering, LLC</b>   | <b>\$8,026.00</b>   |
| Capital Project –General – Vehicles & Equipment – Land & Design for Office Building                            |                     |

- |   |                     |
|---|---------------------|
| <b>18. Mountain View Electric</b>   | <b>\$31,543.00</b>  |
| Capital Project – General – Vehicles & Equipment/Utilities – Land & Design for Office Building              |                     |
| <b>19. A to Z Recreation</b>  | <b>\$24,230.00</b>  |
| Capital Project–General – Park & Street Improvements – Playground Improvements – Shade Structure Train Park |                     |
| <b>20. Creekside Development Inc.</b>   | <b>\$807,925.00</b> |
| Reimbursement for JCN Infrastructure Agreement dated May 2020 (Fee Credits)                                 |                     |
| <b>21. Dawson Infrastructure Solutions</b>  | <b>\$23,117.60</b>  |
| Enterprise Fund- Wastewater System/Treatment – Repairs & Maintenance  |                     |
| <b>22. Husqvarna</b>  | <b>\$5,258.00</b>   |
| General Fund – Parks & Open Space – Repair & Maintenance  |                     |
| <b>23. Hammer Construction , Inc.</b>   | <b>\$10,347.00</b>  |
| General Fund – Parks & Open Space – Repair of Facilities  |                     |
| <b>24. Beaout Brock Easley</b>  | <b>\$14,265.99</b>  |
| Enterprise Fund – Water System – Repair and Maintenance   |                     |
| <b>25. Olson Plumbing &amp; Heating, Co.</b>  | <b>\$10,200.28</b>  |
| Enterprise Fund – Water System – Repair and Maintenance   |                     |
| <b>26. Wagner Equipment</b>   | <b>\$8,961.77</b>   |
| General Fund – Streets Operations & Maintenance – Vehicle Maintenance                                       |                     |

**Total Over \$5,000.00 = \$1,667,650.50**



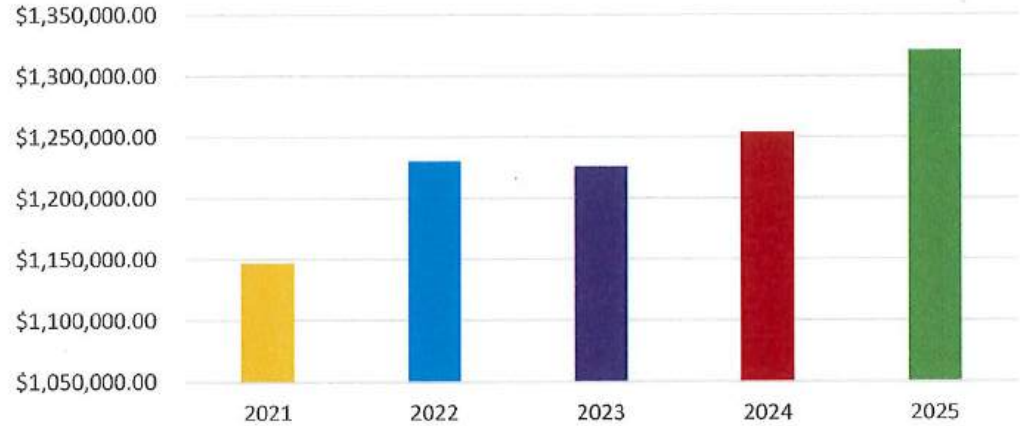


**TRIVIEW METROPOLITAN DISTRICT**  
**Financial Statements**  
**July 2025**  
**Unaudited**

**TOWN OF MONUMENT**  
**Sales Tax Share**  
**Year to Date – June 2025 with**  
**2021, 2022, 2023 and 2024**



**Town of Monument**  
Sales Tax Revenue  
June - YTD  
2021 thru 2025



**CASH POSITION**  
**July 31, 2025**



# TRIVIEW METROPOLITAN DISTRICT

## Cash Position - 2025

Fund/Account	Balance	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
<b>General Fund - Checking Account</b>														
KeyBank #1567		32,048	25,470	618	9,720	32,161	29,974	38,647	38,480	0	0	0	0	0
Enterprise Fund - Checking Account		56	56	0	0	0	0	0	0	0	0	0	0	0
KeyBank #1575		10,212	9,649	13,694	23,745	23,527	244,332	25,108	27,813	0	0	0	0	0
General Fund - Sanctuary Park Checking Account		323,477	130,515	225,788	102,232	63,996	88,669	444,826	0	0	0	0	0	0
Veolia Bank #7357														
General/Enterprise Operating Account														
Veolia Bank #0022														
<b>General/Enterprise Fund Cash Accounts</b>														
General/Enterprise Sweep Account		365,793	165,690	240,100	135,697	119,684	362,975	508,581	66,293	0	0	0	0	0
Veolia Bank #0550		819,761	488,008	477,642	576,883	741,490	214,939	275,742	666,558	0	0	0	0	0
General Fund Investment Account - Sales Tax Revenue		3,555,389	3,596,252	3,154,124	4,497,455	4,434,502	2,750,772	1,760,356	2,920,276	0	0	0	0	0
ColoTrust #8002						(1,400,000)								
<b>Transfer in Process</b>														
Enterprise Fund Reserve Account		960,977	964,671	967,987	971,611	975,127	978,754	982,272	985,925	0	0	0	0	0
ColoTrust #8001		6	6	6	6	6	6	6	6	0	0	0	0	0
Enterprise Fund - Money Market		894	898	901	904	907	911	914	917	0	0	0	0	0
KeyBank #7892														
Tap Fee Escrow Account														
ColoTrust #8003														
Escrow Account-Renewable Water Fees		2,016,041	2,023,790	2,030,746	2,038,350	2,045,724	2,053,335	2,060,715	2,068,380	0	0	0	0	0
ColoTrust #8004 - CI #500-100-102.06														
Escrow Account-Sewer and Water Impact Fees		815,623	818,757	821,572	824,648	827,631	830,710	833,696	836,797	0	0	0	0	0
ColoTrust #8006		8,168,691	7,892,382	7,452,978	8,909,857	7,625,387	6,829,427	5,913,701	7,478,859	0	0	0	0	0
<b>General/Enterprise Fund Investment Accounts</b>														
<b>Capital Projects Fund Accounts</b>														
Capital Projects Fund Checking Account		940	403	17,459	459	459	459	459	459	0	0	0	0	0
KeyBank #2516														
Capital Projects Fund Checking Account		15,619	0	0	0	0	200,382	0	288,446	0	0	0	0	0
Veolia Bank #0030														
Capital Projects Fund Sweep Account		1,307,405	642,353	724,903	627,782	23,206	535,879	447,270	544,643	0	0	0	0	0
Veolia Bank #0568														
Capital Projects Fund-General-Highy Escrow		654,854	654,854	638,005	638,005	638,005	633,814	633,814	630,274	0	0	0	0	0
KeyBank #9922		1,978,818	1,297,610	1,380,367	1,266,246	661,670	1,370,534	1,081,543	1,463,822	0	0	0	0	0
<b>Capital Projects Fund Cash Accounts</b>														
<b>Bond Accounts - Restricted</b>														
<b>2016 Bond Funds - Restricted</b>														
Series 2016 Bond Fund		2,069,788	2,076,977	2,084,520	2,091,285	2,098,669	1,236,656	1,241,099	1,245,301	0	0	0	0	0
BOK Financial						1,400,000								
<b>Transfer in Process</b>														
Series 2016 Revenue Fund - (Property Tax)		0	509	513	515	517	1,400,518	1,402,233	1,406,980	0	0	0	0	0
BOK Financial														
<b>Bond Funds - Totals - Restricted</b>														
Total Cash - All Funds		12,583,090	11,433,168	11,158,478	12,403,600	11,905,927	11,200,110	10,147,157	11,661,255	0	0	0	0	0
Month to Month Change		(1,149,922)	(274,690)	1,245,122	(497,673)	(705,817)	(1,052,953)	1,514,098	0	0	0	0	0	0

Note 1: Bond and CWR Loan Interest payments made in May.

Restricted Accounts

# **FUND BALANCE SUMMARY**

**July 31, 2025**



# TRIVIEW METROPOLITAN DISTRICT

July 31, 2025

## Fund Summary

### GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 2,486,104	\$ 1,357,331	\$ 2,564,207	\$ 6,407,642
Total Expenditures	1,180,489	840,917	915,272	2,936,677
Net Excess (Deficiency)	\$ 1,305,616	\$ 516,414	\$ 1,648,935	\$ 3,470,965
Less: Transfer to Capital Projects Fund				\$ 1,173,939
Transfer to Enterprise Fund				\$ 466,667
Net Excess (Deficiency) - 2025				\$ 1,830,359
Beginning Fund Balance - January 1, 2025				\$ 5,898,545
Less: Debt Service - Restricted				\$ 1,648,935
Ending Fund Balance - July 31, 2025 - unrestricted				\$ 6,079,969

### WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 2,581,225	\$ 1,840,049	\$ 587,363	\$ 5,008,637
Transfer from General Fund	-	-	466,667	466,667
Total Expenditures	2,635,401	1,350,896	930,639	4,916,935
Net Excess (Deficiency)	\$ (54,176)	\$ 489,154	\$ 123,391	\$ 558,369
Less: Transfer to Capital Projects Fund				\$ 1,572,566
Net Excess (Deficiency) - 2025				\$ (1,014,197)
Beginning Fund Balance - January 1, 2025				\$ 4,720,855
Ending Fund Balance - July 31, 2025 - unrestricted				\$ 3,706,658

### CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	1,173,939
Highby Road Escrow	7,731
Total Expenditures	(1,181,670)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2025	\$ -
Ending Fund Balance - July 31, 2025 - unrestricted	\$ -

### CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 2,119,052
Plus:	
Transfer from Enterprise Fund	1,572,566
MI-PB- MVEA Refund	18,745
Total Expenditures	(3,710,363)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2025- unrestricted	\$ -
Ending Fund Balance - July 31, 2025 - unrestricted	\$ -

**GENERAL FUND**  
**Cost Allocation**  
**July 31, 2025**



**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**PUBLIC WORKS/STREETS**

For the Seven Months Ending July 31, 2025

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Sales Tax/IGA/Town - Estimated	\$ 1,782,000	\$ 1,003,891	\$ (778,109)	56%
Property Tax - Operations	775,780	768,837	(6,943)	99%
Property Tax/IGA/Town	297,031	-	(297,031)	0%
Specific Ownership Tax	215,160	135,431	(79,729)	63%
Auto Tax/IGA/Town - Estimated	141,900	104,137	(37,763)	73%
Interest	145,200	57,774	(87,426)	40%
Drainage Impact Fees	103,125	74,250	(28,875)	72%
Road and Bridge Fees	300,000	208,000	(92,000)	69%
Forest Lakes- Streets/ Parks Maintenance Revenue	75,000	24,725	(50,276)	33%
Use Tax - Construction Material	198,000	79,101	(118,899)	40%
Use Tax - Town	16,500	4,934	(11,567)	30%
Miscellaneous - (includes Safety Grant)	26,400	25,025	(1,375)	95%
<b>Total Revenue</b>	<b>\$ 4,076,096</b>	<b>\$ 2,486,104</b>	<b>\$ (1,589,991)</b>	<b>61%</b>
<b>EXPENDITURES</b>				
<u><b>Legislative</b></u>				
Directors' Fees	\$ 6,930	\$ 2,574	\$ 4,356	37%
FICA and Unemployment	554	185	370	33%
Workers Compensation Insurance	33	30	3	90%
<b>Total Legislative</b>	<b>\$ 7,517</b>	<b>\$ 2,789</b>	<b>\$ 4,729</b>	<b>37%</b>
<u><b>General and Administrative</b></u>				
<u><b>Salaries and Benefits</b></u>				
Salaries/Wages	\$ 149,441	\$ 81,329	\$ 68,113	54%
Unemployment Insurance	412	493	(81)	120%
Workers' Compensation Insurance	759	954	(195)	126%
Health and Dental Insurance	16,031	9,941	6,090	62%
Employer's FICA	8,588	5,312	3,276	62%
Employer's Medicare	2,008	1,274	735	63%
Retirement	6,927	1,919	5,007	28%
Life and Disability Insurance	1,558	822	735	53%
<b>Total Salaries and Benefits</b>	<b>\$ 185,723</b>	<b>\$ 102,043</b>	<b>\$ 83,680</b>	<b>55%</b>
<u><b>Professional Services</b></u>				
Professional Services-Engineering	\$ 33,000	\$ 37,227	\$ (4,227)	113%
Professional Services-Public Relations	16,500	10,458	6,042	63%
Professional Services-Rate Study	-	3,579	(3,579)	0%
Legal Fees/Monson, Cummins & Shoheit	6,600	2,682	3,918	41%
Legal Fees	49,500	53,049	(3,549)	107%
<b>Total Professional Services</b>	<b>\$ 105,600</b>	<b>\$ 106,995</b>	<b>\$ (1,395)</b>	<b>101%</b>
<u><b>General Administration</b></u>				
Accounting Services	\$ 45,012	\$ 27,115	\$ 17,897	60%
Audit Fees	9,900	4,620	5,280	47%
Conference, Class and Education	12,804	3,941	8,863	31%
Dues, Publications and Subscriptions	9,900	5,848	4,052	59%
Election	14,850	25,881	(11,031)	174%
IT Support	39,600	19,374	20,226	49%

**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**PUBLIC WORKS/STREETS**

For the Seven Months Ending July 31, 2025

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Office Equipment and Supplies	6,600	8,127	(1,527)	123%
Publication - Legal Notice	660	77	583	12%
Repairs and Maintenance	1,320	-	1,320	0%
Telephone Service	17,820	9,530	8,290	53%
Travel and Meeting Expense	3,960	2,379	1,581	60%
Office Overhead (COA, utilities, rent, etc.)	31,680	14,386	17,294	45%
General Insurance	42,534	42,305	229	99%
Tax Collection Expense - Operations	11,636	11,561	76	99%
Vehicle Expense	8,580	8,997	(417)	105%
Contingency/Emergency Reserves/Miscellaneous	6,600	6,341	259	96%
Total General Administration	<u>\$ 263,456</u>	<u>\$ 190,480</u>	<u>\$ 72,976</u>	<u>72%</u>
<b>Total General Administrative, Legislative and Professional Services</b>	<b>\$ 562,297</b>	<b>\$ 402,306</b>	<b>\$ 159,991</b>	<b>72%</b>

**Operations**

**Salaries and Benefits- Streets and Parks**

Salaries/Wages	\$ 608,146	\$ 387,316	\$ 220,831	64%
Salaries/Wages - Seasonal	26,400	11,264	15,136	43%
Overtime/On-call	29,700	14,276	15,424	48%
Unemployment Insurance	1,167	1,298	(131)	111%
Workers' Compensation Insurance	14,190	19,399	(5,209)	137%
Health and Dental Insurance	126,105	78,999	47,106	63%
Employer's FICA	38,387	27,665	10,722	72%
Employer's Medicare	8,978	6,470	2,508	72%
Retirement	30,957	16,301	14,655	53%
Life and Disability Insurance	6,415	4,128	2,287	64%
Total Salaries and Benefits - Streets and Parks	<u>\$ 890,445</u>	<u>\$ 567,117</u>	<u>\$ 323,328</u>	<u>64%</u>

**Streets Operations and Maintenance**

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 57,702	\$ 2,298	96%
Vehicle Maintenance/Plowing and Snow Removal	32,000	38,395	(6,395)	120%
Customer Sidewalk Repair	3,000	-	3,000	0%
District Sidewalk Repair/ADA Ramps	35,000	19,800	15,200	57%
Contract Snow Removal/Equipment Rental	-	-	-	0%
Streets- Engineering	3,000	-	3,000	0%
Engineering - TOM	1,000	-	1,000	0%
Fuel	20,000	11,106	8,894	56%
Contract Street Sweeping	18,000	3,575	14,425	20%
Bear Creek	-	-	-	0%
Sand and Salt for Roads	40,000	29,673	10,327	74%
Supplies	1,000	-	1,000	0%
Total Streets	<u>\$ 218,000</u>	<u>\$ 160,251</u>	<u>\$ 57,749</u>	<u>74%</u>
<b>Total Streets O &amp; M</b>	<b>\$ 1,108,445</b>	<b>\$ 727,368</b>	<b>\$ 381,077</b>	<b>66%</b>

**Lighting**

MVE Operation and Maintenance	\$ 11,220	\$ 13,588	\$ (2,368)	121%
Repair and Maintenance	1,980	193	1,787	10%



**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**PUBLIC WORKS/STREETS**

**For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Total Lighting	\$ 13,200	\$ 13,781	\$ (581)	104%
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 13,200	\$ 2,283	\$ 10,917	17%
Total Signage	\$ 13,200	\$ 2,283	\$ 10,917	17%
<b><u>Traffic Control</u></b>				
Operation and Maintenance	\$ 78,000	\$ 34,750	\$ 43,250	45%
Operation and Maintenance- Signal Repair	10,000	-	10,000	0%
Repairs and Maintenance - Striping	59,350	-	59,350	0%
Total Traffic Control	\$ 147,350	\$ 34,750	\$ 112,600	24%
<b><u>Drainage/Erosion Control</u></b>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ -	\$ -	0%
Stormwater Pond Maintenance Repair	20,000	-	20,000	0%
Stormwater Inlet Maintenance	-	-	-	0%
Total Drainage/Erosion Control	\$ 20,000	\$ -	\$ 20,000	0%
<b>Total Expenditures - Public Works/Streets</b>	<b>\$ 1,864,492</b>	<b>\$ 1,180,489</b>	<b>\$ 684,003</b>	<b>63%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ 2,211,603</b>	<b>\$ 1,305,616</b>	<b>\$ (905,988)</b>	

# TRIVIEW METROPOLITAN DISTRICT GENERAL FUND

## PARKS AND OPEN SPACE For the Seven Months Ending July 31, 2025

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE - Parks and Open Space</b>				
Sales Tax/IGA/Town - Estimated	\$ 918,000	\$ 517,156	\$ (400,844)	56%
Property Tax - Operations	399,644	396,068	(3,576)	99%
Property Tax/IGA/Town	153,016	-	(153,016)	0%
Specific Ownership Tax	110,840	69,767	(41,073)	63%
Park, Rec and Landscape Fees	252,975	175,396	(77,579)	69%
Forest Lakes- Streets/ Parks Maintenance Revenue	75,000	24,725	(50,276)	33%
Auto Tax/IGA/Town - Estimated	73,100	53,647	(19,453)	73%
Interest	74,800	29,763	(45,037)	40%
Use Tax - Construction Material	102,000	40,749	(61,251)	40%
Use Tax- Town	8,500	2,542	(5,959)	30%
Conservation Trust Fund	41,000	18,228	(22,772)	44%
Programing Fees - Sanctuary Park	6,000	16,400	10,400	273%
Miscellaneous - (includes Safety Grant)	13,600	12,891	(709)	95%
<b>Total Revenue</b>	<b>\$ 2,228,475</b>	<b>\$ 1,357,331</b>	<b>\$ (871,145)</b>	<b>61%</b>
<b>EXPENDITURES</b>				
<u><b>Legislative</b></u>				
Directors' Fees	\$ 3,570	\$ 1,326	\$ 2,244	37%
FICA and Unemployment	286	95	190	33%
Workers Compensation Insurance	17	15	2	90%
<b>Total Legislative</b>	<b>\$ 3,873</b>	<b>\$ 1,437</b>	<b>\$ 2,436</b>	<b>37%</b>
<u><b>General and Administrative</b></u>				
<u><b>Salaries and Benefits</b></u>				
Salaries/Wages	\$ 76,985	\$ 41,897	\$ 35,088	54%
Unemployment Insurance	212	254	(42)	120%
Workers' Compensation Insurance	391	491	(100)	126%
Health and Dental Insurance	8,258	5,121	3,137	62%
Employer's FICA	4,424	2,736	1,688	62%
Employer's Medicare	1,035	656	378	63%
Retirement	3,568	989	2,580	28%
Life and Disability Insurance	802	424	379	53%
<b>Total Salaries and Benefits</b>	<b>\$ 95,676</b>	<b>\$ 52,568</b>	<b>\$ 43,108</b>	<b>55%</b>
<u><b>Professional Services</b></u>				
Professional Services-Engineering	\$ 17,000	\$ 19,177	\$ (2,177)	113%
Professional Services-Public Relations	8,500	5,388	3,112	63%
Professional Services-Rate Study	-	1,844	(1,844)	0%
Legal Fees/Monson, Cummins & Shoheit	3,400	1,381	2,019	41%
Legal Fees	25,500	27,328	(1,828)	107%
<b>Total Professional Services</b>	<b>\$ 54,400</b>	<b>\$ 55,118</b>	<b>\$ (718)</b>	<b>101%</b>
<u><b>General Administration</b></u>				
Accounting Services	\$ 23,188	\$ 13,969	\$ 9,219	60%
Audit Fees	5,100	2,380	2,720	47%
Conference, Class and Education	6,596	2,030	4,566	31%
Dues, Publications and Subscriptions	5,100	3,012	2,088	59%
Election	7,650	13,332	(5,682)	174%
IT Support	20,400	9,980	10,420	49%
Office Equipment and Supplies	3,400	4,187	(787)	123%
Publication - Legal Notice	340	40	300	12%



# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PARKS AND OPEN SPACE

#### For the Seven Months Ending July 31, 2025

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Repairs and Maintenance	680	-	680	0%
Telephone Service	9,180	4,909	4,271	53%
Travel and Meeting Expense	2,040	1,225	815	60%
Office Overhead (COA, utilities, rent, etc.)	16,320	7,411	8,909	45%
General Insurance	21,911	21,793	118	99%
Tax Collection Expense - Operations	5,987	5,948	39	99%
Vehicle Expense	4,420	4,635	(215)	105%
Contingency/Emergency Reserves/Miscellaneous	3,400	3,266	134	96%
Total General Administration	\$ 135,712	\$ 98,118	\$ 37,594	72%
<b>Total Parks - Administrative, Professional Services, etc.</b>	<b>\$ 289,660</b>	<b>\$ 207,241</b>	<b>\$ 82,419</b>	<b>72%</b>

#### Operations

##### Salaries and Benefits- Streets and Parks

Salaries/Wages	\$ 313,288	\$ 199,526	\$ 113,761	64%
Salaries/Wages - Seasonal	13,600	5,802	7,798	43%
Overtime/On-call	15,300	7,355	7,945	48%
Unemployment Insurance	601	669	(68)	111%
Workers' Compensation Insurance	7,310	9,993	(2,683)	137%
Health and Dental Insurance	64,963	40,697	24,266	63%
Employer's FICA	19,775	14,252	5,523	72%
Employer's Medicare	4,625	3,333	1,292	72%
Retirement	15,947	8,398	7,550	53%
Life and Disability Insurance	3,305	2,127	1,178	64%
Total Salaries and Benefits - Parks	\$ 458,714	\$ 292,151	\$ 166,563	64%

##### Parks and Open Space O & M

Repair of Facilities	\$ 6,000	\$ 5,798	\$ 202	97%
Annual Flower and Shrub replacement Program	10,000	-	10,000	0%
Holiday Lights	2,500	-	2,500	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	30,000	8,170	21,830	27%
Park Irrigation Water Payments	325,000	158,342	166,658	49%
Repair and Maintenance	110,000	90,430	19,570	82%
Supplies/Trees Replacement	6,000	29,002	(23,002)	483%
Tools	2,500	554	1,946	22%
Equipment and Projects	1,000	355	645	36%
Clothing and Safety Equipment	15,000	9,237	5,763	62%
Vehicle Expense- Fuel	20,000	11,468	8,532	57%
Sanctuary Park	300	1,665	(1,365)	555%
Back Flow Inspection	-	-	-	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	\$ 528,300	\$ 315,021	\$ 213,279	60%

##### **Total Parks O & M**

<b>\$ 987,014</b>	<b>\$ 607,172</b>	<b>\$ 379,842</b>	<b>62%</b>
-------------------	-------------------	-------------------	------------

#### Lighting

MVE Operation and Maintenance	\$ 5,780	\$ 7,000	\$ (1,220)	121%
Repair and Maintenance	1,020	100	920	10%
Total Lighting	\$ 6,800	\$ 7,100	\$ (300)	104%

#### Signage

Repairs and Maintenance	\$ 6,800	\$ 1,176	\$ 5,624	17%
-------------------------	----------	----------	----------	-----

**TRIVIEW METROPOLITAN DISTRICT  
GENERAL FUND**

**PARKS AND OPEN SPACE**

**For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Total Signage	\$ 6,800	\$ 1,176	\$ 5,624	17%
<u>Total Conservation Trust Fund Projects</u>	<u>\$ 42,000</u>	<u>\$ 18,228</u>	<u>\$ 23,772</u>	<u>43%</u>
Total Expenditures - Parks and Open Space	\$ 1,332,274	\$ 840,917	\$ 491,358	63%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 896,201</u>	<u>\$ 516,414</u>	<u>\$ (379,787)</u>	



**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**DEBT SERVICE**

For the Seven Months Ending July 31, 2025  
Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Property Tax	\$ 2,531,683	\$ 2,509,026	\$ (22,657)	99%
Interest - GO Bond	75,000	55,181	(19,819)	74%
<b>Total Revenue</b>	<b>\$ 2,606,683</b>	<b>\$ 2,564,207</b>	<b>\$ (42,476)</b>	<b>98%</b>
<b>EXPENDITURES</b>				
<u><b>Administrative</b></u>				
Tax Collection Expense	\$ 37,924	\$ 37,728	\$ 196	99%
<b>Total Administrative</b>	<b>\$ 37,924</b>	<b>\$ 37,728</b>	<b>\$ 196</b>	<b>99%</b>
<u><b>Debt Service</b></u>				
Bond Interest Payment	\$ 1,738,913	\$ 869,456	\$ 869,457	50%
Bond Principal Payment	885,000	-	885,000	0%
Paying Agent Fees	8,000	8,088	(88)	101%
<b>Total Debt Service</b>	<b>\$ 2,631,913</b>	<b>\$ 877,544</b>	<b>\$ 1,754,369</b>	<b>33%</b>
<b>Total Expenditures</b>	<b>\$ 2,669,837</b>	<b>\$ 915,272</b>	<b>\$ 1,754,565</b>	<b>34%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (63,154)</b>	<b>\$ 1,648,935</b>	<b>\$ 1,712,089</b>	

**ENTERPRISE FUND**  
**Cost Allocation**  
**July 31, 2025**



**TRIVIEW METROPOLITAN DISTRICT**  
**WATER AND WASTEWATER ENTERPRISE FUND**  
**Water Operations**

For the Seven Months Ending July 31, 2025

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Water Revenue	\$ 3,767,082	\$ 1,427,606	\$ (2,339,476)	38%
Base Rate/Capital Improvement Fee	1,566,000	937,299	(628,701)	60%
Contract Sewer and Water Service - Forest Lakes	112,167	51,247	(60,920)	46%
Lot Inspection Fees	7,000	500	(6,500)	7%
Water Meter Kits	56,250	40,500	(15,750)	72%
Administrative Fee	176,400	102,018	(74,382)	58%
Miscellaneous	35,000	22,055	(12,945)	63%
Bulk Water Revenue	5,000	-	(5,000)	0%
<b>Total Revenue</b>	<b>\$ 5,724,899</b>	<b>\$ 2,581,225</b>	<b>\$ (3,143,674)</b>	<b>45%</b>
<b>EXPENDITURES</b>				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 606,365	\$ 341,691	\$ 264,674	56%
Overtime/On-call	20,000	12,201	7,800	61%
Unemployment Insurance	1,040	1,174	(134)	113%
Workers' Compensation Insurance	8,000	10,375	(2,375)	130%
Health and Dental Insurance	95,339	131,811	(36,472)	138%
Employer's FICA	38,381	23,365	15,016	61%
Employer's Medicare	8,978	5,465	3,514	61%
Retirement	30,951	13,870	17,081	45%
Life and Disability Insurance	5,161	3,396	1,766	66%
Total Salaries and Benefits	<b>\$ 814,214</b>	<b>\$ 543,346</b>	<b>\$ 270,869</b>	<b>67%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 39,851	\$ (9,851)	133%
Professional Services-Public Relations	12,500	7,923	4,577	63%
Professional Services/Amcobi/National Meter	67,500	46,530	20,971	69%
Professional Services-Rate Study	-	2,712	(2,712)	0%
Development Services/Monson, Cummins & Shohet	75,000	55,859	19,141	74%
Total Professional Services	<b>\$ 185,000</b>	<b>\$ 152,874</b>	<b>\$ 32,127</b>	<b>83%</b>
<u>Administrative</u>				
Accounting Services	\$ 34,100	\$ 20,542	\$ 13,558	60%
Audit Fees	7,500	3,500	4,000	47%
Conference, Class and Education	5,750	1,641	4,110	29%
Dues, Publications and Subscriptions	4,500	3,425	1,075	76%
Election Expense	11,250	19,607	(8,357)	174%
IT Support	30,000	15,691	14,309	52%
Office Equipment and Supplies	1,000	1,399	(399)	140%
Postage	750	333	417	44%
Publication - Legal Notice	500	-	500	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	10,000	6,703	3,297	67%
Travel and Meeting Expense	500	246	254	49%
Office Overhead (COA, utilities, rent, etc.)	7,000	5,923	1,077	85%
Clothing Uniform Rental and Safety Equipment	5,500	2,854	2,646	52%
General Insurance	47,055	44,582	2,473	95%
Vehicle Expense	25,000	11,076	13,924	44%
Bank Charges	7,200	2,555	4,645	35%
Miscellaneous	1,000	-	1,000	0%

**TRIVIEW METROPOLITAN DISTRICT  
WATER AND WASTEWATER ENTERPRISE FUND**

**Water Operations**

**For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Total General Administration	\$ 198,605	\$ 140,076	\$ 58,529	71%
<b>Total General Administrative</b>	<b>\$ 1,197,819</b>	<b>\$ 836,295</b>	<b>\$ 361,524</b>	<b>70%</b>
<u><b>Water System</b></u>				
Water Testing	\$ 50,000	\$ 15,240	\$ 34,760	30%
Water/Accounting-Engineering	10,000	-	10,000	0%
Waste Disposal	1,000	-	1,000	0%
Sludge Disposal	20,000	-	20,000	0%
Gas Utilities	11,000	14,130	(3,130)	128%
Electric Utilities	200,000	122,228	77,772	61%
SCADA Support/Meter Calibration	21,000	9,150	11,850	44%
Repairs and Maintenance	300,000	100,159	199,841	33%
Storage Tank Maintenance	5,000	-	5,000	0%
Operating Supplies	30,000	10,574	19,426	35%
Bulk Chemical Supplies (Starting HMO Treatment)	9,735	16,155	(6,420)	166%
Lab Chemicals and Supplies	20,000	4,510	15,490	23%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	15,000	418	14,582	3%
Tools	4,000	352	3,648	9%
Water and Ditch Assessments	162,000	149,335	12,665	92%
Water Lease (300 af)	6,000	-	6,000	0%
Leased Pueblo Reservoir Lease & Outlet	75,383	42,635	32,748	57%
Equipment Meter Supplies/Meter Kits	163,000	34,491	128,509	21%
Buena Vista Land Misc Expense	40,000	138,405	(98,405)	346%
CSU CTD Water (700 af)	2,131,174	1,141,324	989,850	54%
Lower Fountain Creek	12,943	-	12,943	0%
<b>Total Water System</b>	<b>\$ 3,287,235</b>	<b>\$ 1,799,106</b>	<b>\$ 1,488,129</b>	<b>55%</b>
 <b>Total Expenditures</b>	 <b>\$ 4,485,054</b>	 <b>\$ 2,635,401</b>	 <b>\$ 1,849,653</b>	 <b>59%</b>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	 <b>\$ 1,239,846</b>	 <b>\$ (54,176)</b>	 <b>\$ (1,294,021)</b>	



**TRIVIEW METROPOLITAN DISTRICT  
WATER AND WASTEWATER ENTERPRISE FUND**

**Wastewater Operations  
For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Sewer Revenue	\$ 2,756,177	\$ 1,766,747	\$ (989,430)	64%
Contract Sewer and Water Service - Forest Lakes	112,167	51,247	(60,920)	46%
Miscellaneous	35,000	22,055	(12,945)	63%
<b>Total Revenue</b>	<b>\$ 2,903,344</b>	<b>\$ 1,840,049</b>	<b>\$ (1,063,295)</b>	<b>63%</b>
<b>EXPENDITURES</b>				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 606,365	\$ 341,691	\$ 264,674	56%
Overtime/On-call	20,000	12,201	7,800	61%
Unemployment Insurance	1,040	1,174	(134)	113%
Workers' Compensation Insurance	8,000	10,375	(2,375)	130%
Health and Dental Insurance	95,339	131,811	(36,472)	138%
Employer's FICA	38,381	23,365	15,016	61%
Employer's Medicare	8,978	5,465	3,514	61%
Retirement	30,951	13,870	17,081	45%
Life and Disability Insurance	5,161	3,396	1,766	66%
Total Salaries and Benefits	<b>\$ 814,214</b>	<b>\$ 543,346</b>	<b>\$ 270,869</b>	<b>67%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 39,851	\$ (9,851)	133%
Professional Services-Public Relations	12,500	7,923	4,577	63%
Professional Services/Amcobi/National Meter	67,500	46,530	20,971	69%
Professional Services-Rate Study	-	2,712	(2,712)	0%
Development Services/Monson, Cummins & Shohet	75,000	55,859	19,141	74%
Total Professional Services	<b>\$ 185,000</b>	<b>\$ 152,874</b>	<b>\$ 32,127</b>	<b>83%</b>
<u>Administrative</u>				
Accounting Services	\$ 34,100	\$ 20,542	\$ 13,558	60%
Audit Fees	7,500	3,500	4,000	47%
Conference, Class and Education	5,750	1,641	4,110	29%
Dues, Publications and Subscriptions	4,500	3,425	1,075	76%
Election Expense	11,250	19,607	(8,357)	174%
IT Support	30,000	15,691	14,309	52%
Office Equipment and Supplies	1,000	1,399	(399)	140%
Postage	750	333	417	44%
Publication - Legal Notice	500	-	500	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	10,000	6,703	3,297	67%
Travel and Meeting Expense	500	246	254	49%
Office Overhead (COA, utilities, rent, etc.)	7,000	5,923	1,077	85%
Clothing Uniform Rental and Safety Equipment	5,500	2,854	2,646	52%
General Insurance	47,055	44,582	2,473	95%
Vehicle Expense	25,000	11,076	13,924	44%
Bank Charges	7,200	2,555	4,645	35%
Miscellaneous	1,000	-	1,000	0%
Total General Administration	<b>\$ 198,605</b>	<b>\$ 140,076</b>	<b>\$ 58,529</b>	<b>71%</b>
<b>Total General Administrative</b>	<b>\$ 1,197,819</b>	<b>\$ 836,295</b>	<b>\$ 361,524</b>	<b>70%</b>

**TRIVIEW METROPOLITAN DISTRICT  
WATER AND WASTEWATER ENTERPRISE FUND**

**Wastewater Operations  
For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b><u>Wastewater System</u></b>				
Wastewater TF/Donala/IGA	\$ 853,379	\$ 460,202	\$ 393,177	54%
Repairs and Maintenance	15,000	5,474	9,526	36%
Tools	-	-	-	0%
Wastewater-Engineering	-	-	-	0%
Video Collection System-Annual (2 Zones and Commercial)	-	-	-	0%
Operating Supplies	500	895	(395)	179%
Transit Loss	10,000	9,526	474	95%
Total Wastewater System	<u>\$ 878,879</u>	<u>\$ 476,097</u>	<u>\$ 402,782</u>	<u>54%</u>
<b><u>Wastewater System/Collections</u></b>				
Engineering	\$ 10,000	\$ -	\$ 10,000	0%
Tools	5,000	-	5,000	0%
Supplies/Uniforms	10,000	4,170	5,830	42%
Repairs and Maintenance	40,000	27,702	12,298	69%
Fuel	10,000	1,341	8,659	13%
Cleaning Mitigation	10,000	-	10,000	0%
Vehicle Maintenance	5,000	5,291	(291)	106%
Video Collection System-Annual (2 Zones and Commercial)	-	-	-	0%
Total Wastewater System/Collections	<u>\$ 90,000</u>	<u>\$ 38,504</u>	<u>\$ 51,496</u>	<u>43%</u>
<b>Total Expenditures</b>	<u>\$ 2,166,698</u>	<u>\$ 1,350,896</u>	<u>\$ 815,802</u>	<u>62%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ 736,647</u>	<u>\$ 489,154</u>	<u>\$ (247,493)</u>	



**TRIVIEW METROPOLITAN DISTRICT  
WATER AND WASTEWATER ENTERPRISE FUND  
DEBT SERVICE**

**For the Seven Months Ending July 31, 2025**

Unaudited

	<b>2025 Budget</b>	<b>YTD Actual</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent of Budget (YTD 58%)</b>
<b>REVENUE</b>				
Renewable Water Fee	\$ 540,075	\$ 388,134	\$ (151,941)	72%
Water Lease- Comanche	197,303	98,074	(99,229)	50%
Interest	330,000	101,155	(228,845)	31%
<b>Total Revenue</b>	<b>\$ 1,067,378</b>	<b>\$ 587,363</b>	<b>\$ (480,015)</b>	<b>55%</b>
<b>Debt Service</b>				
Paying Agent Fees and Accrued Interest	\$ 5,000	\$ 1,000	\$ 4,000	20%
CWCB Loan Interest	233,892	233,892	-	100%
2018 Bond Issue- Debt Service	663,100	214,050	449,050	32%
2020B Bonds- Debt Service	643,650	201,825	441,825	31%
2020A Bond Issue- Debt Service	889,744	279,872	609,872	31%
<b>Total Debt Service</b>	<b>\$ 2,435,386</b>	<b>\$ 930,639</b>	<b>\$ 1,504,747</b>	<b>38%</b>
<b>OTHER FINANCING SOURCES</b>				
Transfer from other funds	\$ 800,000	\$ 466,667	\$ (333,333)	58%
<b>Total Other Financing Sources</b>	<b>\$ 800,000</b>	<b>\$ 466,667</b>	<b>\$ (333,333)</b>	<b>58%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (568,008)</b>	<b>\$ 123,391</b>	<b>\$ 691,399</b>	

# **CAPITAL PROJECTS FUNDS**

**July 31, 2025**



**TRIVIEW METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND - GENERAL**

**Budget Status Report - GAAP Basis  
For the Seven Months Ending July 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Insurance Reimbursement	\$ -	\$ -	\$ -	0%
<b>Total Revenue</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>
<b>EXPENDITURES</b>				
<b><u>Land, Vehicles and Equipment</u></b>				
Vehicles and Equipment	\$ -	\$ 11,232	\$ (11,232)	0%
2024 Freightliner Dump Truck Plow Truck	279,273	279,272	1	100%
14 foot open Utility Trailer to haul District Equipment	5,297	5,539	(242)	105%
Land and Design for Office Building	754,557	709,937	44,620	94%
Z Spray Fertilizer and Broad Leaf Spray in house	23,000	24,999	(1,999)	109%
Scagg Standmower	12,500	12,485	15	100%
Ventrac 4500 Tractor with attachments	65,000	64,170	830	99%
Equipment Diagnostic Software for all fleet vehicles	15,000	13,260	1,740	88%
Shop Tool	8,000	4,585	3,415	57%
Total Vehicles and Equipment	<u>\$ 1,162,627</u>	<u>\$ 1,125,479</u>	<u>\$ 37,148</u>	<u>97%</u>
<b><u>Park and Street Improvements</u></b>				
Baseline Controller	\$ 15,000	\$ -	\$ 15,000	0%
Higby Road- Design and Construction	-	7,731	(7,731)	0%
Shade Structure/Train Park	30,000	48,460	(18,460)	162%
Total Park and Street Improvements	<u>\$ 45,000</u>	<u>\$ 56,191</u>	<u>\$ (11,191)</u>	<u>125%</u>
<b>Total Expenditures - District Capital</b>	<u>\$ 1,207,627</u>	<u>\$ 1,181,670</u>	<u>\$ 25,957</u>	<u>98%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<u>\$ (1,207,627)</u>	<u>\$ (1,181,670)</u>	<u>\$ 25,957</u>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from General Fund	\$ 1,207,627	\$ 1,173,939	\$ (33,688)	97%
Higby Road - Developer Contribution - Escrow	-	7,731	7,731	0%
<b>Total Other Financing Sources (Uses)</b>	<u>\$ 1,207,627</u>	<u>\$ 1,181,670</u>	<u>\$ (25,957)</u>	<u>98%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES AND OTHER FINANCING SOURCES</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**TRIVIEW METROPOLITAN DISTRICT**  
**CAPITAL PROJECTS FUND - ENTERPRISE**

Budget Status Report - GAAP Basis  
For the Seven Months Ending July 31, 2025  
Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Water Tap Fees	\$ 903,000	\$ 648,956	\$ (254,044)	72%
Sewer Tap Fees	825,000	572,000	(253,000)	69%
Water/Sewer Impact Fee	37,500	26,000	(11,500)	69%
Renewable Water Fee	540,075	388,134	(151,941)	72%
Admin Fee	45,000	42,000	(3,000)	93%
Lease Revenue (FMIC)	25,000	-	(25,000)	0%
Effluent Paid-AGUA/Woodmoor	50,000	30,786	(19,214)	62%
Review and Comment Fee	37,500	26,000	(11,500)	69%
Western Interceptor	-	105,305	105,305	0%
Wastewater Treatment Fees Homeplace Ranch	295,645	-	(295,645)	0%
Stonewall Lease	78,150	-	(78,150)	0%
ARPA Grant	500,000	-	(500,000)	0%
Conexus Contribution - Teachout Creek	-	167,441	167,441	0%
Water Lease Revenue	-	74,566	74,566	0%
Payment in Lieu of Water Rights	100,000	-	(100,000)	0%
Miscellaneous Income	-	37,864	37,864	0%
<b>Total Revenue</b>	<b>\$ 3,436,870</b>	<b>\$ 2,119,052</b>	<b>\$ (1,317,818)</b>	<b>62%</b>
<b>EXPENDITURES</b>				
<b><u>Vehicles and Equipment Utilities</u></b>				
Equipment/Vehicles	\$ -	\$ -	\$ -	0%
Land for Office Building	754,557	499,263	255,294	66%
<b>Total Vehicles and Equipment</b>	<b>\$ 754,557</b>	<b>\$ 499,263</b>	<b>\$ 255,294</b>	<b>66%</b>
<b><u>Water Improvements</u></b>				
Tank Design	\$ 1,500,000	\$ 63,939	\$ 1,436,061	4%
AOS-WRSAF/CSU	564,393	564,393	-	100%
Teachout Creek Conexus	-	791,847	(791,847)	0%
NMCI-Wastewater Design and Permitting	1,099,139	184,111	915,028	17%
Tap Fee Credits	500,000	77,604	422,396	16%
Excelsior Change Case	-	5,230	(5,230)	0%
AVIC Augmentation Station/Diversion Structure/Recharge Pond	1,250,000	1,403,929	(153,929)	112%
MI-PB Infrastructure Project	-	18,745	(18,745)	0%
Northern Delivery System Pipeline Construction Project	-	101,302	(101,302)	0%
<b>Total Water Improvements</b>	<b>\$ 4,913,532</b>	<b>\$ 3,211,100</b>	<b>\$ 1,702,432</b>	<b>65%</b>
<b>Total Expenditures - Enterprise Capital</b>	<b>\$ 5,668,089</b>	<b>\$ 3,710,363</b>	<b>\$ 1,957,726</b>	<b>65%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (2,231,219)</b>	<b>\$ (1,591,311)</b>	<b>\$ 639,908</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Enterprise Fund	\$ 2,231,219	\$ 1,572,566	\$ (658,653)	70%
MI-PB - Refund from MVEA	-	18,745	18,745	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 2,231,219</b>	<b>\$ 1,591,311</b>	<b>\$ (639,908)</b>	<b>71%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	