

RESTATED AND AMENDED SEWER CONNECTION AGREEMENT

This **RESTATED AND AMENDED SEWER CONNECTION AGREEMENT** ("Restated Agreement") is made and entered into this ____ day of _____, 2018, to be effective as _____, 2018 ("Effective Date"), by and between the **PLATTE CANYON WATER AND SANITATION DISTRICT** (hereinafter referred to as "Platte Canyon") and the **CITY OF LITTLETON**, Colorado (hereinafter referred to as "Littleton"). Platte Canyon and Littleton are hereinafter collectively referred to as the "Parties" and singularly as a "Party".

RECITALS

WHEREAS, on or about March 26, 2002 the Parties entered into a Sewer Connection Agreement ("Agreement") for the purpose of authorizing Littleton to make up to 85 single family equivalent sewer tap connections to that portion of Platte Canyon's sanitary sewer collection system ("Platte Canyon Collection System") that, at that time, utilized a Platte Canyon sewage lift station located adjacent to the west side of the Platte River near West Berry Avenue extended ("Sewage Lift Station") for the purpose of transporting sewage into a Littleton sewer interceptor line located on the east side of the Platte River; and

WHEREAS, the area within Littleton served under the Agreement consists of the area described and depicted on attached Exhibit A (consisting of one page), now known as the Watson Lane Subdivision Filing No. 1, the area described and depicted on attached Exhibit B (consisting of one page), now known as the Belmont Subdivision, and three parcels of land described and depicted on attached Exhibit C (consisting of three pages), commonly then known and now numbered as 3200 West Bowles Avenue, 3410 West Bowles Avenue and 3430 West Bowles Avenue; and

WHEREAS, under the Agreement the Watson Lane Subdivision Filing No. 1 is allocated 12 single family equivalent sewer tap connections, the Belmont Subdivision is allocated 70 single family equivalent sewer tap connections and 3200, 3410 and 3430 West Bowles Avenue are each allocated one single family equivalent sewer tap connection; and

WHEREAS, the area commonly known and numbered as 3200 and 3410 and West Bowles Avenue and 5901 S. Watson Lane is being replatted and will henceforth be known as the Watson Lane Reserve Subdivision; and

WHEREAS, the Watson Lane Reserve Subdivision requires a total of 6 single family equivalent sewer tap connections that are authorized to discharge wastewater into the Platte Canyon Collection System consisting of the 3 connections authorized under the Agreement and four additional new single family equivalent sewer tap connections; and

WHEREAS, on or about early 2009, Platte Canyon decommissioned the Sewage Lift Station and arranged to transport the wastewater that previously went through the Sewage Lift Station into what was then a Roxborough Water and Sanitation District interceptor line, and is now a City of Littleton sanitary sewer interceptor line located on the east side of the Platte River for the purpose of transporting wastewater to the Englewood/Littleton Wastewater Treatment Plant; and

WHEREAS, the Parties desire to restate and amend the Agreement to, among other things, increase the number of single family equivalent sewer tap connections Littleton is authorized to connect to the Platte Canyon Collection System within the Watson Lane Reserve Subdivision, and to reflect that the Platte Canyon Sewage Lift Station is no longer in existence; and

WHEREAS, the Service Area as described in the Agreement, expanded the area within Littleton that utilizes a portion of the Platte Canyon Collection System to transport wastewater ultimately to the Littleton-Englewood Wastewater Treatment Plant pursuant to a Sewer Service Agreement dated August 15, 1983 between the Parties hereto (“1983 Agreement”).

NOW, THEREFORE, in consideration of Platte Canyon making available to Littleton sufficient additional capacity in the Platte Canyon Collection System to serve development of the Watson Lane Reserve Subdivision, and in consideration of the promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. SERVICE AREA CONNECTIONS AND OWNERSHIP

1.1 **Service Area**. The areas within Littleton that utilize and which shall hereinafter continue to have the right to connect to the Platte Canyon Collection System under the 1983 Agreement and this Restated Agreement shall remain the same, but the areas initially authorized under the Agreement and which shall continue to be authorized under this Restated Agreement shall henceforth be known as the Watson Lane Subdivision Filing No. 1, the Belmont Subdivision, and the Watson Lane Reserve Subdivision (collectively the “Service Area”). The Service Area is depicted on Exhibit D (consisting of one page), as attached hereto and incorporated herein by this reference. The Service Area may be enlarged or otherwise modified only upon the express written consent of Platte Canyon, which consent may be withheld for any reason.

1.2 **Points of Connection**. For the purpose of providing sanitary sewer service to the Belmont Subdivision and the Watson Lane Subdivision Filing No. 1, Littleton is and shall remain authorized hereunder, to have two connections to the Platte Canyon Collection System (one connection for each Subdivision) at the locations that have heretofore been approved by Platte Canyon. It is understood that the Watson Lane

Reserve Subdivision is connected or will hereinafter be connected to the intract sewer collection line or lines serving the Watson Lane Subdivision Filing No. 1, and that the Watson Lane Reserve Subdivision shall continue to utilize whatever point of connection is now or hereafter authorized by Platte Canyon for providing wastewater service to the Watson Lane Subdivision Filing No. 1. All sewer mains and related facilities transmitting sewage to these points of connection and any other points of connection hereinafter authorized by Platte Canyon through which sewage arising or generated from within the Service Area is transported to the Platte Canyon Collection System, shall be designed and operated in accordance with the engineering standards of Platte Canyon, as the same now exist or may hereafter be amended. All points of connection shall be owned, operated and maintained by Platte Canyon. All sanitary sewer mains and related facilities that are utilized to transport sewage to such points of connection shall be owned, operated and maintained by Littleton.

1.3 **Tap Limitation.** Through the point of connection approved by Platte Canyon for the Belmont Subdivision, Littleton is authorized to discharge into the Platte Canyon Collection System a maximum of 70 single family equivalent sewer taps. Under the Agreement, Littleton is authorized to discharge into the Platte Canyon Collection System, through the point of connection approved for the Watson Lane Subdivision Filing No. 1, a maximum of 15 single family equivalent sewer taps, including three such connections, one each for 3200, 3410, and 3430 West Bowles Avenue. By reason of this Restated Agreement, Littleton is hereby authorized to discharge into the Platte Canyon Collection System, through the point or points of connection serving the Watson Lane Subdivision Filing No. 1, a total of 19 single family equivalent sewer taps to accommodate the additional 4 single family equivalent sewer taps needed for development of the Watson Lane Reserve Subdivision. For purposes of this Restated Agreement, Platte Canyon shall determine a single family equivalent sewer tap in accordance with Exhibit E (consisting of one page) using the equivalency table attached hereto as Exhibit F (consisting of one page), both of which are attached hereto and incorporated herein by this reference, as the same now exists or may hereafter be amended from time-to-time by Platte Canyon.

1.4 **Ownership.** Except for the actual physical point of connection, all sanitary sewer facilities that connect to the Platte Canyon Collection System through the points of connection authorized under this Restated Agreement, shall be owned, operated, maintained and replaced by Littleton and shall be constructed at no cost or expense to Platte Canyon. Construction and design of such facilities shall be in accordance with all applicable Platte Canyon and Littleton engineering standards and specifications, except in the event of conflict, Platte Canyon's specifications shall control.

ARTICLE II. TAP PERMITS, FEES

2.1 **Tap Permits.** The Parties agree that all existing sewer tap connections within the Service Area have been authorized and approved by Platte Canyon. Before Littleton authorizes or permits any additional new or altered sewer tap connections to be made within the Service Area that ultimately discharge to or that are connected to the Platte Canyon Collection System, Littleton shall apply for and obtain, or cause the owner of the property to be served to apply for and obtain, a sewer tap permit from Platte Canyon. The application for each permit shall be in writing and shall identify the size of the proposed sewer service connection, together with the name of the owner, the address and legal description of the property to be served, and whatever supplemental information Platte Canyon may require to determine the single family equivalency of the sewer connection being requested.

2.2 **Tap Fees.** Platte Canyon shall have the right to collect, and Littleton shall cause to be paid to Platte Canyon by the appropriate property owner(s), a sewer tap fee for each property in the Service Area that from and after the date of this Restated Agreement either connects to or alters an existing sewer tap connection that discharges sewage into the Platte Canyon Collection System through a point of connection authorized herein. The amount of the sewer tap fee shall initially be \$1,200 per single family equivalent tap, which amount is subject to change by Platte Canyon upon thirty (30) days advance notice to Littleton. Littleton shall not issue its sewer tap permit to any property within the Service Area for either a new or altered connection without written verification that the property owner(s) have paid the applicable Platte Canyon sewer tap fee.

2.3 **Service Fees.** Nothing herein contained shall preclude Platte Canyon from assessing or imposing a sewer service charge upon those Littleton residents who received sewer service under this Restated Agreement, as long as said charge is not disproportionately greater than the sewer service charge or fee, if any, Platte Canyon imposes upon its own residents.

ARTICLE III. OPERATIONS, MAINTENANCE AND REPLACEMENT COSTS

3.1 **Payment of Costs.** Littleton shall pay its proportionate share of all operation, maintenance, repair and capital costs incurred by Platte Canyon annually in operating and maintaining the portion of the Platte Canyon Collection System utilized by the sewer tap connections within Littleton authorized hereunder. Littleton's proportionate share of such costs shall be determined by multiplying all such costs incurred by Platte Canyon on an annual basis for the operation, maintenance, repair, replacement or improvement of the Platte Canyon Collection System times a fraction, the numerator of which shall be the total number of single family equivalent taps that Littleton has connected to the Platte Canyon Collection System within the Service Area; the denominator of which shall be the total number of single family equivalent taps that discharge sewage into that portion of the Platte Canyon Collection System utilized by the

Service Area. Platte Canyon shall determine Littleton's proportionate share of all operation, maintenance, repair and replacements costs as soon as reasonably practical following the end of each calendar year, but no later than March of each year. Littleton shall pay its proportionate share of such costs within thirty (30) days of receipt of an invoice from Platte Canyon.

ARTICLE IV. INSPECTIONS

4.1 **Connection to Platte Canyon Collection System.** Platte Canyon shall have the right to observe the installation of any future points of connection authorized hereunder, the construction and/or replacement of all of Littleton's sewer lines and facilities located within the Service Area and the installation of each new or replaced sewer service connection that may be made within the Service Area. Littleton agrees to give Platte Canyon at least three (3) days written notice before installing, constructing or permitting the installation or construction of any facilities, lines or connections referred to in this paragraph.

4.2 **Service Line Connections.** Platte Canyon shall have the right to inspect at any reasonable time Littleton's sewer lines and facilities located within the Service Area, including any sewer service line connections made to any Littleton sewer lines and facilities for the purpose of determining compliance with the terms of this Restated Agreement. If as a result of such inspection, Platte Canyon determines that any of Littleton's sewer lines or facilities or any sanitary sewer service connections have not been made in accordance with the provisions of this Restated Agreement, then in that event, Littleton agrees to cause such sewer service lines and facilities and/or any sewer service line connections to be corrected or disconnected if Platte Canyon requests that such action be taken.

4.3 **Compliance.** Littleton agrees to use its best efforts to police its sewer service lines and facilities located within the Service Area for the purpose of determining compliance with the provision of this Restated Agreement and to notify Platte Canyon of any sewer line, facility or sewer service line connection that Littleton believes or has reason to believe has not been made or constructed in accordance with the terms of this Restated Agreement.

ARTICLE V. CONSTRUCTION OF FACILITIES

5.1 **Cost of Constructing Facilities.** Platte Canyon shall bear none of the costs of the construction of any points of connection to the Platte Canyon Collection System authorized hereunder, nor shall Platte Canyon bear any of the costs and expense of extending, operating, maintaining, repairing and replacing any sewer lines and related facilities necessary or needed to cause sewage generated from within the Service Area to

reach and be delivered to the Platte Canyon Collection System through said authorized points of connection.

5.2 **Construction.** Littleton shall not construct nor permit to be constructed any connection authorized herein or any extension, addition or replacement of any sanitary sewer line or related facility within the Service Area until the construction plans for the construction, extension, addition or replacement of the same, as the case may be, have been submitted to and approved in writing by Platte Canyon. The plans shall be submitted to Platte Canyon for approval in such detail as Platte Canyon determines necessary no later than thirty (30) days prior to the commencement of construction. Construction shall be done in compliance with the approved plans and shall be completed within a reasonable period of time after the commencement thereof.

5.3 **Notification.** At least four (4) days prior to the commencement of any construction contemplated under this Restated Agreement, whether that construction be for any connection contemplated herein, or for any extension, addition or replacement of any sewer line that is already in place, Littleton shall notify Platte Canyon's manager of the date and time construction will commence, in writing at 8739 West Coal Mine Avenue, Littleton, Colorado, or by telephone at (303) 979-2333, so that Platte Canyon may make such inspections and observations of the construction as Platte Canyon deems necessary. If Platte Canyon determines that any facility or facilities have or are not being constructed in accordance with the approved plans, and Platte Canyon determines that the deviation from the approved plans is so significant as to impair damage or unreasonably interfere with the use and operation of the Platte Canyon Collection System, Platte Canyon may suspend Littleton's right to issue tap permits within the Service Area.

ARTICLE VI. MISCELLANEOUS

6.1 **Indemnification.** Littleton, within its legal ability to do so under the Constitution of the State of Colorado in its Home Rule Charter, and without in any way or manner intending to waive any of the defenses or limitations on damages provided for under or pursuant to the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., the Colorado Constitution, its Home Rule Charter or under the common law or laws of the State of Colorado or the United States, or under the laws of the State of Colorado or under any State or Federal law, including but not limited to 42 U.S.C. 1983, shall indemnify and save harmless Platte Canyon from and against any and all damages which are awarded and reduced to final judgment in a court of competent jurisdiction by reason of any negligent act or omission by Littleton in connection with the performance of this Restated Agreement.

6.2 **Warranties.** Platte Canyon does not warrant that the Platte Canyon Collection System will be free from interruption caused by accidents or repairs, or causes beyond its control. No interruption of any kind, regardless of the cause, shall render

Platte Canyon liable to Littleton for damages, and Littleton hereby expressly waives and releases all claims against Platte Canyon for damages for stoppages or interruption of service. Nothing herein contained shall preclude any individual property owner from asserting a claim against Platte Canyon arising out of Platte Canyon's negligence. The parties understand and agree however, that Platte Canyon is relying upon and has not waived in any manner, the monetary limitations of \$350,000 per person and \$990,000 per occurrence, and all other rights, immunities, defenses, and protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as the same now exists or may hereafter be amended from time-to-time.

6.3 **Interested Persons.** Nothing herein expressed or implied is intended or shall be construed to confer or give to any person or corporation or governmental entity, other than Platte Canyon and Littleton, any right, remedy or claim under or by reason hereof, or by reason of any covenant or condition contained herein.

6.4 **Term of Agreement.** This Restated Agreement shall remain in full force and effect and shall be binding upon the parties hereto until terminated by mutual agreement; provided, however, Littleton shall have the option at any time to unilaterally terminate this Restated Agreement should it desire to serve the Service Area via other means, including but not limited to, the construction by Littleton of its own sanitary sewer collection system. Upon such termination, Littleton shall pay Platte Canyon for all costs and expense incurred by Platte Canyon in providing sanitary sewer service to the Service Area, up to and including the date of such termination.

6.5 **Governing Law.** This Restated Agreement shall be governed and construed in accordance with the laws of the State of Colorado and shall be binding upon the respective parties hereto, their successors and assigns.

6.6 **Rules and Regulations.** All of Platte Canyon's Rules and Regulations relating to sanitary sewer service or facilities, as the same now exists or may hereafter be adopted or amended, shall be as fully enforceable in the Service Area as inside Platte Canyon. Littleton agrees to assist Platte Canyon in every manner reasonably possible in enforcing such Platte Canyon Rules and Regulations. Nothing herein contained shall be deemed to prevent Littleton from adopting and enforcing its own Rules and Regulations in the Service Area, provided the same are not inconsistent those of Platte Canyon.

6.7 **Captions.** The headings, sections and paragraphs are included solely for convenience and reference. If any conflict between any heading and the text of this Restated Agreement exists, the text shall control.

6.8 **Severance.** If any provision of this Restated Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions; such remaining provisions shall be fully severable and

this Restated Agreement shall be construed and enforced as if such invalid provision or provisions had never been inserted into this Restated Agreement.

6.9 **Assignment.** This Restated Agreement shall not be assigned by either party without the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, neither party's consent shall be required to any assignment of this Restated Agreement that occurs by reason of the dissolution and/or consolidation of any party hereto.

6.10 **Prior Agreements.** This Restated Agreement shall supersede paragraph 20.4.6 of the 1983 Agreement. All other terms and provision of the 1983 Agreement shall remain in full force and effect. In addition, from and after the date hereof this Restated Agreement shall supersede and replace the Agreement.

6.11 **Duplicate Originals.** A duplicate original of this Restated Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one in the same Restated Agreement.

IN WITNESS WHEREOF, the parties have executed this Restated Agreement as of the day and year first above written.

PLATTE CANYON WATER AND
SANITATION DISTRICT

By: _____
Richard Rock, President

Attest:

William D. Buckner,
Secretary/Treasurer

CITY OF LITTLETON, COLORADO

By: _____
Debbie Brinkman, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"

Watson Lane Subdivision Filing No. 1

Attached to Sewer Connection Agreement between Platte Canyon Water and Sanitation District and the City of Littleton, Colorado dated March 26, 2002

DEDICATION AND LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WARRANTS THAT AS OWNERS OF A PARCEL OF LAND BEING A PORTION OF TRACT 7, AND ALL OF TRACT 8, WALTER A. BOWLES GARDENS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHCE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE NORTH LINE OF THE NORTHWEST QUARTER SECTION OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°50'22" EAST;

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID TRACT 8;

THENCE NORTH 08°51'14" WEST ALONG THE WESTERLY LINE OF SAID TRACT 8 A DISTANCE OF 1027.15 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT 8;

THENCE SOUTH 77°28'57" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 8 A DISTANCE OF 14.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT 7;

THENCE ALONG THE WESTERLY LINES OF SAID TRACT 7 THE FOLLOWING FIVE (5) COURSES;

- 1) THENCE NORTH 05°28'57" WEST A DISTANCE OF 87.00 FEET;
- 2) THENCE NORTH 11°30'37" WEST A DISTANCE OF 51.37 FEET;
- 3) THENCE NORTH 11°31'31" WEST A DISTANCE OF 219.45 FEET;
- 4) THENCE NORTH 06°05'14" EAST A DISTANCE OF 97.93 FEET;
- 5) THENCE NORTH 07°49'17" WEST A DISTANCE OF 129.82 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF WEST BOWLES AVENUE ALSO BEING THE SOUTHERLY LINE OF HIGHWAY RIGHT OF WAY PARCEL NO. 15 AS DESCRIBED IN BOOK 5385 AT PAGE 565 OF THE ARAPAHCE COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES;

- 1) THENCE NORTH 66°56'42" EAST A DISTANCE OF 111.30 FEET;
- 2) THENCE NORTH 63°39'06" EAST A DISTANCE OF 74.10 FEET;

THENCE SOUTH 05°23'31" EAST A DISTANCE OF 695.63 FEET TO A POINT ON SAID NORTHERLY LINE OF TRACT 8;

THENCE SOUTH 77°28'57" EAST ALONG SAID NORTHERLY LINE OF TRACT 8 A DISTANCE OF 85.12 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 8;

THENCE SOUTH 08°51'14" EAST ALONG THE EASTERLY LINE OF SAID TRACT 8 A DISTANCE OF 762.23 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT 8;

THENCE SOUTH 47°09'25" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 8 A DISTANCE OF 299.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 7.62 ACRES, MORE OR LESS;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCK, EASEMENTS, AND STREETS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WATSON LANE SUBDIVISION FILING NO. 1 AND DO HEREBY DEDICATE TO THE CITY OF LITTLETON, COLORADO ALL STREETS, AND EASEMENTS FOR UTILITIES, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF LITTLETON, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED, AND DO HEREBY AGREE TO DEVELOP THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH THE USE, CONDITIONS AND RESTRICTIONS CONTAINED HEREIN, AND CURRENT ORDINANCES, RESOLUTIONS, STANDARDS AND AGREEMENTS WITH THE CITY OF LITTLETON, COLORADO, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL PLAT.

EXECUTED THIS 29th DAY OF June, A.D. 2001.

OWNER'S CERTIFICATE

WATSON LANE L.L.C., A COLORADO LIMITED LIABILITY COMPANY

BY: Walter A. Bowles BY: Walter A. Bowles

EXHIBIT "B"

Belmont Subdivision

Attached to Sewer Connection Agreement between Platte Canyon Water and Sanitation District and the City of Littleton, Colorado dated March 26, 2002

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 17 BEING N89°44'27"E.

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 17;

THENCE N89°44'27"E ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 17 A DISTANCE OF 324.30 FEET, BEING THE POINT OF BEGINNING;

THENCE S61°24'27"W A DISTANCE OF 572.33 FEET;

THENCE N89°50'26"W A DISTANCE OF 181.56 FEET;

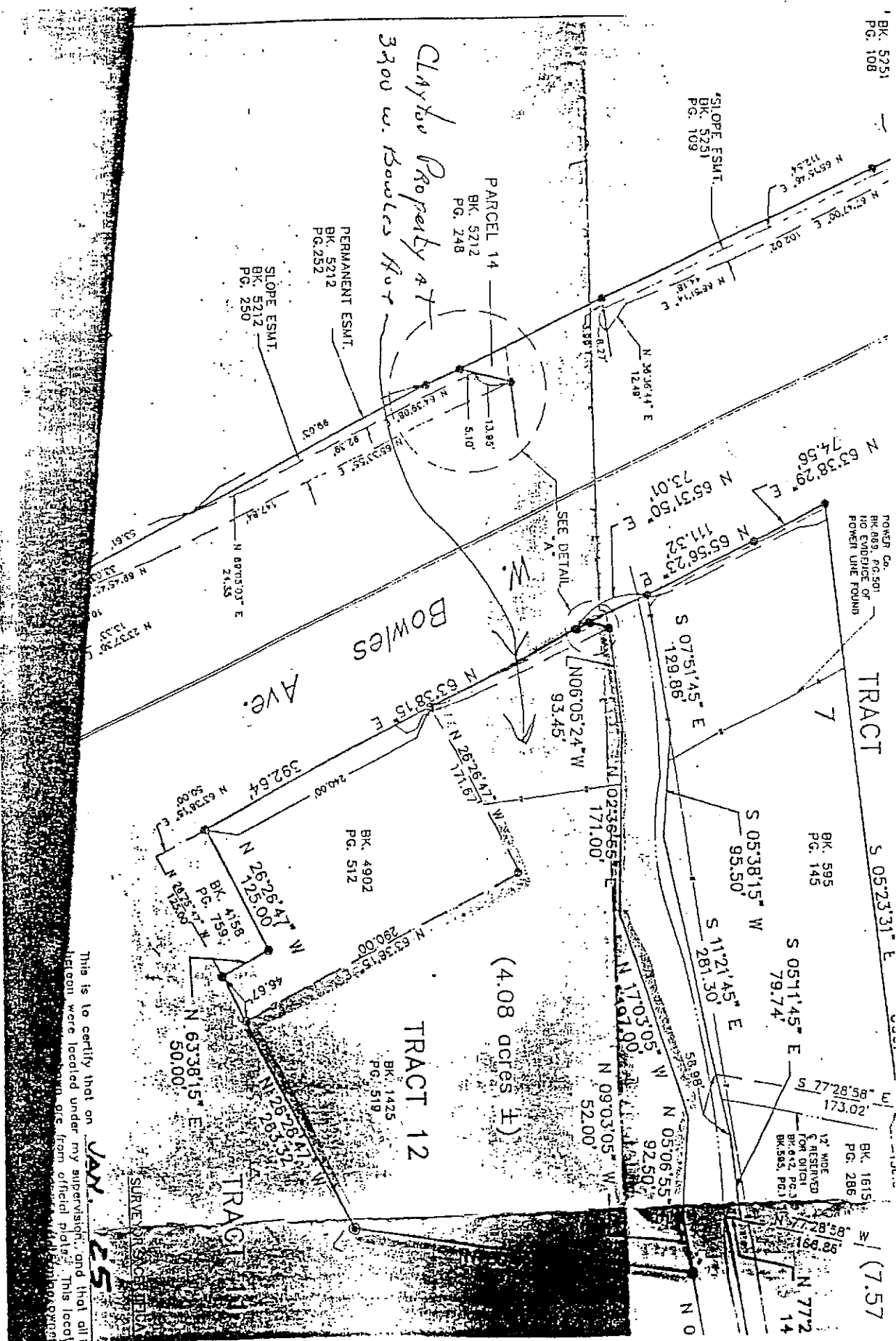
THENCE N00°09'34"E A DISTANCE OF 270.31 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 BEING THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 2.69 ACRES MORE OR LESS.

EXHIBIT "C"

3200 W. Bowles Avenue Property

Attached to Sewer Connection Agreement between Platte Canyon Water and Sanitation District and the City of Littleton, Colorado dated March 26, 2002



This is to certify that on JAN 25 1999, the above described property was located under my supervision, and that all the information herein is true and correct. This location was determined from official plat. This location was determined from official plat.

3200 W. Bowles Avenue Property

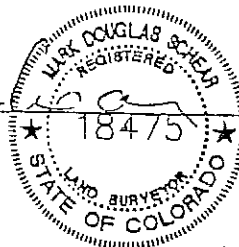
TRACT 12, WALTER A. BOWLES GARDENS, EXCEPT THAT PARCEL OF LAND DESCRIBED IN BOOK 455 AT PAGE 530 AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF BOWLES AVENUE, WHENCE THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEARS SOUTH 65° 30' WEST 1388 FEET 6 INCHES, WHICH POINT IS THE NORTHWEST CORNER OF SAID TRACT NUMBERED TWELVE (12); THENCE SOUTH 26° 10' EAST 125 FEET TO A POINT; THENCE SOUTH 63° 50' WEST 50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBERED TWELVE (12); THENCE SOUTH 26° 10' EAST ALONG THE WEST LINE OF SAID TRACT NUMBERED TWELVE (12) 46 FEET 8 INCHES TO A POINT; THENCE NORTH 63° 50' EAST 290 FEET TO A POINT; THENCE NORTH 26° 10' WEST 171 FEET 8 INCHES TO A POINT ON THE NORTH LINE OF SAID TRACT NUMBERED TWELVE (12); THENCE SOUTH 63° 50' WEST ALONG THE NORTH LINE OF SAID TRACT NUMBERED TWELVE (12) 240 FEET TO POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CERTIFICATION:

THIS IS TO CERTIFY THAT ON NOVEMBER 11TH 1999, THE LOT BOUNDARIES SHOWN HEREON WERE LOCATED UNDER MY SUPERVISION, AND THAT ALL LOT DIMENSIONS, EASEMENTS AND RIGHTS-OF-WAY SHOWN ARE FROM OFFICIAL PLATS. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD DONE BY MARK D. SCHEAR. IN MY PROFESSIONAL OPINION MONUMENTS FOUND ARE ORIGINAL MONUMENTS, AND WERE ACCEPTED AS SAME. BOUNDARY MONUMENTS ONLY ARE TO BE USED FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. LOCATION OF ALL EASEMENTS, AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ON THE PREMISES ON THIS DATE ARE ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

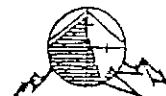
Mark D. Schear
MARK DOUGLAS SCHEAR, PLS 18475
FOR AND ON THE BEHALF OF
TIMBERLINE SURVEYING, INC.



DEPOSIT CERTIFICATE:

ACCEPTED FOR DEPOSIT IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, AT LITTLETON, COLORADO, ON THIS DAY OF , 19 , AT O'CLOCK M. IN BOOK AT PAGE RECEPTION NO. BY

ARAPAHOE COUNTY CLERK
AND RECORDER



TIMBERLINE SURVEYING, INC.
7444 WEST CHATFIELD AVENUE, UNIT E
LITTLETON, COLORADO 80128
LAND SURVEYING AND CONSTRUCTION STAKING
(303) 971-0855

FND. PIN WITH CAP
PLS 14:15 BEARS
N58°24'06"E 2.51'

NO. 5 REBAR

99230

MB/MS

Exhibit "C"
3410 W. Bowles Avenue Property

Commencing at a point on the South line of Bowles Avenue, whence the Southwest (SW) corner of Section Seventeen (17), Township Five (5) South, Range Sixty-eight (68) West of the Sixth Principal Meridian, bears South 65°30' West 1388 feet 6 inches, which point is the Northwest (NW) corner of said Tract Numbered Twelve (12); thence South 26°10' East 125 feet to a point; thence South 63°50' West 50 feet to a point on the West line of said Tract Numbered Twelve (12); thence South 26°10' East along the West line of said Tract Numbered Twelve (12) 46 feet 8 inches to a point; thence North 63°50' East 290 feet to a point; thence North 26°10' West 171 feet 8 inches to a point on the* North line of said Tract Numbered Twelve (12); thence South 63°50' West along the North line of said Tract Numbered Twelve (12) 240 feet to point of beginning, County of Arapahoe, State of Colorado.

EXHIBIT C 3430 W. Bowles Avenue Property

Recorded at 7:10 o'clock P.M. MAY 14 1984
Reception 2408153 MARJORIE PAGE Recorder.

THIS DEED, Made this day of 1983.

between ROSE MARIE RENALDE

of the County of Arapahoe and state of Colorado, of the first part, and

JAMES LESLIE RENALDE JR.

W. Bowles Avenue, Littleton

of the County of Arapahoe and state of Colorado, of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration-----DOLLARS, to the said party of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said part y of the second part, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said part y of the first part has in and to the following described lot or parcel of land situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

That part of the S1/2SW1/4 of Section 17, Township 5 South, Range 68 West described as follows:

BEGINNING at the most Northerly Northwest corner of Tract 12, Walter A. Bowles' Gardens; said POINT OF BEGINNING being 45 feet South and 1406.6 feet N63 50'E on the South line of Bowles Avenue from Southwest corner of Section 17;
thence S26°10'E a distance of 125 feet;
thence S63°50'W a distance of 50 feet, to boundary corner of said Tract 12;
thence N26°10'W a distance of 125 feet along Northerly part of Easterly boundary of Tract 11, of said Subdivision;
thence N63°50'E along South line of Bowles Avenue to POINT OF BEGINNING.

This is a convenience deed. TOTAL CONSIDERATION IS LESS THAN \$100.00

NO DOCUMENTARY FEE IS REQUIRED

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Rose Marie Renalde [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO,

County of

ss.

The foregoing instrument was acknowledged before me this 4th day of May 1984, by Rose Marie Renalde

My commission expires 2-3, 1988. Witness my hand and official seal.



Josephine Chavez
Notary Public
Denver, Colorado 80219

Notary Public

EXHIBIT "D"

Attached to Sewer Connection Agreement between Platte Canyon

Water and Sanitation District and the City of Littleton dated _____, 2002

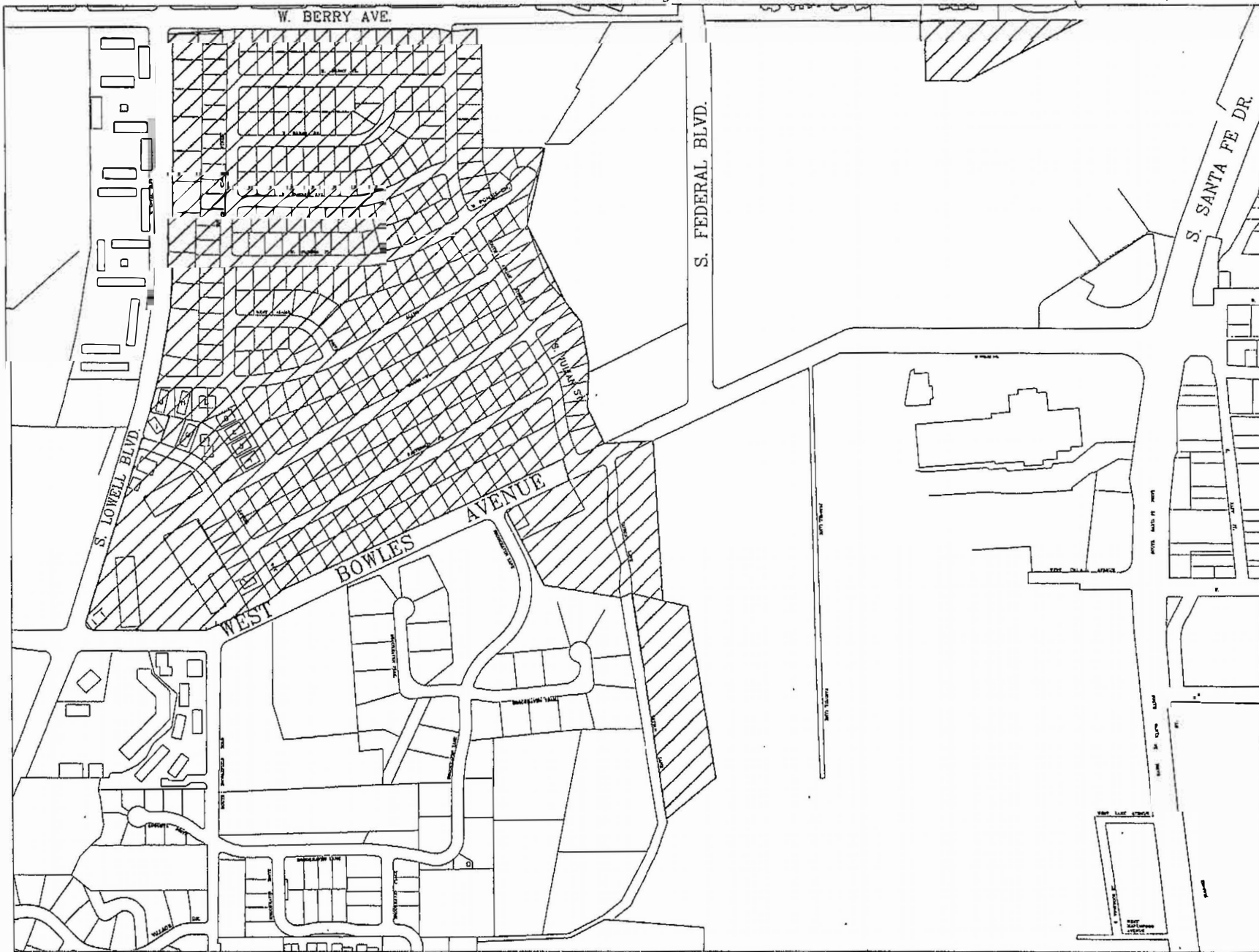


EXHIBIT “E”

Single Family Equivalent Sewer Tap Schedule

Attached to Restated and Amended Sewer Connection Agreement between Platte Canyon
Water and Sanitation District and the City of Littleton, Colorado dated
_____, 2018 (to be effective _____, 2018)

Single family or equivalent sewer service connection shall mean:

1. A sanitary sewer service connection serving a single family residence or;
2. A sanitary sewer service connection serving a residential unit within a building or building complex comprised of single family attached or multi-family units regardless or whether the sanitary sewer service connection is made to a sewer main or another service.
3. The single family residential equivalency of a sanitary sewer service connection serving a commercial establishment as determined by Platte Canyon Water and Sanitation District’s Non-Residential Wastewater Service Equivalency Table adopted by the Platte Canyon Board of Directors on October 24, 2014 and amended from time to time. A copy of the Table effective as of October 24, 2014 is attached hereto as Exhibit F.

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EXHIBIT F

NON-RESIDENTIAL WASTEWATER SERVICE EQUIVALENCY TABLE

<u>Water Service Tap Size, Inches</u>	<u>Number of SFE's</u>
3/4	2
1	4.8
1½	11
2	20
3	43
4	86
6 or larger	For water service taps 6 inches or larger the number of single family equivalents shall be determined based upon the volumetric formula set forth in the Metro Rules and Regulations

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