

SOUTHEAST METRO STORMWATER AUTHORITY
Acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 15-07

Authorization to Accept a General Warranty Deed from **CASTLE-PRIM, LLC** a Delaware Limited Liability Company & **STONE RIDGE CAPITAL, L.L.C.** a Delaware Limited Liability Company

WHEREAS, SEMSWA has been organized to manage and maintain regional stormwater facilities within its boundaries; and

WHEREAS, Pond W-9 is contained on Tract A, Castlewood Filing No. 10, which is further depicted in Exhibit A; and

WHEREAS, Tract A, Castlewood Filing No. 10, County of Arapahoe, State of Colorado (Property) is owned by **CASTLE-PRIM, LLC** a Delaware Limited Liability Company & **STONE RIDGE CAPITAL, L.L.C.** a Delaware Limited Liability Company; and

WHEREAS, fee title to the Property would enable SEMSWA to maintain the existing regional detention pond and stormwater facilities within the Property to function effectively and efficiently; and

WHEREAS, the SEMSWA Board has determined that it is in the best interest of the citizens living and working within SEMSWA's boundaries to accept a General Warranty Deed to the Property.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board authorizes the acceptance of the Warranty Deed from **CASTLE-PRIM, LLC** a Delaware Limited Liability Company & **STONE RIDGE CAPITAL, L.L.C.** a Delaware Limited Liability Company to Tract A, Castlewood Filing No. 10, County of Arapahoe, State of Colorado.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:

Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

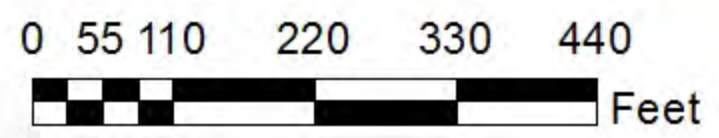


EXHIBIT A
Property Transfer
Castle Prim LLC to SEMSWA





March __, 2015

Via: Email to tclark@semswa.org

Mr. John McCarty
Executive Director
Southeast Metro Stormwater Authority
7437 South Fairplay Street
Centennial, CO 80112

Re: Transfer of Pond W9

Dear Mr. McCarty:

This letter agreement (the “**Agreement**”) confirms and memorializes the agreement of Castle-Prim, LLC, a Delaware limited liability company and Stone Ridge Capital, L.L.C., a Delaware limited company (jointly, the “**Grantor**”) to grant, bargain, sell, convey, and confirm (a “**Transfer**”) unto Southeast Metro Stormwater Authority, a political subdivision and public corporation of the State of Colorado (“**Grantee**”) and Grantee’s successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows: Tract A, Castlewood Filing No. 10 (the “**Property**”). The Transfer is made in accordance with the following terms and conditions:

1. Delivery and Risk of Loss. The Transfer of the Property shall be effective on, and Grantor’s liability for the Property shall cease and title and all risk of loss or damage shall pass to Grantee upon, satisfaction of all of the following conditions:
 - a. Execution of this Agreement by Grantor and Grantee;
 - b. Execution and delivery to the Grantee of the original warranty deed relating to the Property in the form attached hereto and incorporated herein as Exhibit A (the “**Deed**”); and
 - c. Grantee’s confirmation that the amount of \$34,581.11 (as outlined in the cost summary attached hereto as Exhibit B and incorporated herein) has been fully credited without conditions towards the outstanding balance of the Reimbursement Agreement dated _____ by and among _____.
2. Design Standards. When the Grantor or its successors or assigns applies for permits from Grantee to Grantor to design, construct and develop the remainder of Lot 1, Block 1, Castlewood Filing No. 10, as a condition of issuance of those permits Grantor or its successors or assigns shall promptly construct at its sole cost and expense Cutoff Walls (“**Cutoff Walls**”) within Pond W-9 (“**Pond**”) located within the Property which shall be designed by Grantor’s engineer in accordance with the following guidelines: a grouted Cutoff Wall will be formed in-situ at the top and toe, or elsewhere as determined by

Grantor's engineer, of the grouted boulder run-down by trenching perpendicular to the flow channel in undisturbed native ground and filling the trench with cementic grout. Final design shall be per Grantor's engineer's specifications and reviewed and approved by Grantee.

3. Pond Cleanup. Within a reasonable time following the Transfer date, Grantee, at its sole cost and expense, covenants to fully complete the cleanup and remediation of the Pond to enable the Pond to properly function pursuant to the original design criteria and specifications as same was previously approved by SEMSWA ("**Pond Cleanup**"):
 - a. Clean out both forebays;
 - b. Clean out and remove weeds from stilling basins;
 - c. Verify depth and volume of the pond;
 - d. Repair the drop structures located in the northwest and southeast corners;
 - e. Correct erosion within the overflow protection area;
 - f. Fill in swales and correct grades at 2 pipes outfalls near the top of the pond embankment;
 - g. Weed mitigation; and
 - h. All other reasonable and necessary remediation activities required to fulfill all requirements of SEMSWA and all other applicable local, state and federal laws.

The Pond Cleanup shall be conducted at such times and in such manner as to not unreasonably interfere with Grantor's (or its successors' and assigns') construction of the Cutoff Walls.

4. No Warranty. THE PROPERTY IS TRANSFERRED "AS IS", WITH ALL FAULTS, DEFECTS AND WITHOUT ANY WARRANTY OF ANY KIND. GRANTOR EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED. Grantee has the full opportunity to inspect the Property with respect to physical condition and title prior to entering into this Agreement. Grantee acknowledges and agrees that to the extent it elects not to inspect the Property that Grantee hereby expressly waives any rights it may have, if any, to seek any recourse for any claim that such inspection would have revealed.
5. Limitation of Liability. IN NO EVENT SHALL GRANTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM GRANTEE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE TRANSFER, USE OR REMEDIATION/CLEANUP, OWNERSHIP OR MANAGEMENT OF THE PROPERTY PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, THE NEGLIGENCE OF GRANTOR, OR OTHERWISE.

IN NO EVENT SHALL GRANTEE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM GRANTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE TERMS OF THE WARRANTY DEED FROM GRANTOR TO GRANTEE IN REGARD TO TRACT A, CASTLEWOORD FILING NO. 10, COUNTY OF ARAPAHOE, STATE OF COLORADO.

6. Indemnification. To the extent permitted by law, Grantee, on behalf of itself and its employees and agents, shall indemnify, defend and hold harmless Grantor, its successors and assigns as well as Grantor's principals, members, managers, officers, agents and employees from and against any and all liabilities, claims, demands, damages, causes of action, losses, expenses and attorney's fees, whether known or unknown, including, without limitation, injury to or death of any person or persons, or the damage of any property, caused by Grantee's use of the Property or arising out of Grantee's ownership, management, cleanup, remediation, operation or control of the Property.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to such state's conflict of laws principles. The parties agree that Colorado courts have jurisdiction over them and this Agreement, that Colorado is an appropriate venue for any litigation arising hereunder, and that all litigation related to this Agreement shall, to the extent possible, be conducted in Colorado.
8. Terms and Conditions. The Transfer is subject to, and Grantor's acceptance is conditioned upon, Grantee's assent to the terms and conditions stated herein and on the face hereof, which are in lieu of and replace any and all terms and conditions set forth in any documents issued by Grantee. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The prevailing party or parties to any litigation or other proceedings arising out of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees from the other party or parties. If it is determined by a court of competent jurisdiction as part of a final nonappealable ruling, government action or binding arbitration that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all parties hereto. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the parties with respect thereto.

If the terms of the Transfer are satisfactory, kindly sign a copy of this Agreement and return it to us.

Very truly yours,

Glenbrook Capital Partners, LLC

Steve Tetrick, Manager

Approved and Accepted:

Castle-Prim, LLC
A Delaware limited liability
company

Stone Ridge Capital, L.L.C.,
a Delaware limited liability
company

Southeast Metro Stormwater
Authority,
a political subdivision and
public corporation of the
State of Colorado

By _____
Name: _____
Its: _____

By _____
Name: _____
Its: _____

By _____
Name: _____
Its: _____

WARRANTY DEED

THIS DEED, made this _____ day of _____, 2015, between **CASTLE-PRIM, LLC** a Delaware Limited Liability Company & **STONE RIDGE CAPITAL, L.L.C.** a Delaware Limited Liability Company, (jointly, the “Grantor”), and the **SOUTHEAST METRO STORMWATER AUTHORITY**, a political subdivision and a public corporation of the State of Colorado, with a legal address of 7437 South Fairplay Street, Centennial Colorado 80112, of the County of Arapahoe, State of Colorado (“Grantee”);

WITNESSETH, That Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee’s successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

Tract A
Castlewood Filing No. 10 (the “Premises”)
also known by street and number as: vacant land

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above bargained Premises, with the hereditaments and appurtenances,

TO HAVE AND TO HOLD the said Premises above bargained and described with the appurtenances, unto the Grantee, and Grantee’s successors, and assigns forever,

RESERVING, HOWEVER, unto the Grantor, and its successors and assigns, an easement (“Easement”) on, over, above, through and upon the portion of Premises described with more specificity on Exhibit A (the “Easement Area”), incorporated herein by reference, for the construction, maintenance, installation, repair and removal of landscape (e.g., trees, shrubs, flowers, ground cover, irrigation, structure and/or fixtures; collectively, the “Landscaping”) and recreation amenities such as, but not limited to, pavilions, picnic tables, benches, barbeque grills, basketball court, sidewalks and trails (collectively, the “Recreation Areas”). In consideration for Grantee’s acceptance of the conveyance, Grantee acknowledges, covenants and agrees that the Easement shall run with the land and be binding on Grantee, its successors and assigns, and all parties claiming by, through or under them. The sole responsibility for maintenance and replacement of the Landscaping and Recreation Areas located within the Easement Area shall be borne by the Grantor, its successors and assigns. Should the Grantor (or its successors and assigns) exercise this maintenance right it shall be permitted to remove, replace and dispose of any and all Landscaping and Recreation Areas. No building, fence wall, screen, berm, sign, drive aisle, driveway, hedge, shrub, tree or other improvements or growths shall be constructed in, on, through, over or across the Easement Area without the prior written consent of Grantee or its successors and assigns. Grantee shall have the right of ingress and egress over and through the Easement Area for the purpose of inspection and oversight of maintenance work as performed by the Grantor.

Grantor, for Grantor and Grantor’s successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above conveys, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, and matters of record.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s successors, and assigns, against all and every person or persons claiming the whole or any part thereof by, through, from or under Grantor, but against none other. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

CASTLE-PRIM, LLC
A Delaware Limited Liability Company

By: _____
Title: _____

A Delaware Limited Liability Company

Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by -
_____ as _____ of **CASTLE-PRIM, LLC**, a Delaware Limited Liability.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by - _____ as _____ of **STONE RIDGE CAPITAL, L.L.C.** a Delaware Limited Liability Company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AREA
Legal Description

Work Order Current_Estimated Cost

Filter: ID = "WOM-000353-2014"

Report Run On: Friday, December 05, 2014



Work Order Number WOM-000353-2014

Name Pond W-9 Pond Re-construction Estimate
Activity 112-POND MAINTENANCE
Address Number
Route E CALEY AVE
Intersecting Route S POTOMAC ST
Assigned To Jeremiah Unger
Jurisdiction City of Centennial
Location Name W-9 Pond
Drainage Way Windmill Creek
GESC Permit Number
Floodplain Permit Required No
Labor Cost Estimated \$12,716.43
Labor Hours Estimated 579.00
Equipment Cost Estimated \$15,834.38
Material Cost Estimated \$6,030.30
Total Cost Estimated **\$34,581.11**
Priority Moderate

Equipment (Estimate)

Start Date	ID	Description	Activity	Total Usage	Cost
12/5/2014	MEQM0039	Tandem dump truck-Barry and Jackies	112-POND MAINTENANCE	48.00	\$3,336.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	1.00	\$100.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	1.00	\$100.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	1.00	\$100.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	1.00	\$800.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	6.00	\$600.00
12/5/2014	MEQM0121	Misc. Mobilization FEE	112-POND MAINTENANCE	1.00	\$100.00
12/5/2014	MEQP-116	Utility Trailer/Welder/Generator	112-POND MAINTENANCE	9.00	\$175.50
12/5/2014	MEQP-118	2010 International Vac-All	112-POND MAINTENANCE	40.00	\$3,660.00
12/5/2014	MEQP-303	#303 20" chainsaw	112-POND MAINTENANCE	1.00	\$3.70
12/5/2014	MEQP-308-1	Multiquip 4" sump pump	112-POND MAINTENANCE	6.00	\$12.90
12/5/2014	MEQP-308-2	4" 50' discharge hose	112-POND MAINTENANCE	12.00	\$2.28
12/5/2014	MEQP-310	24"-48" Muni-Ball W/4" Bypass	112-POND MAINTENANCE	7.00	\$21.00
12/5/2014	MEQP200	Catepillar 257B	112-POND MAINTENANCE	128.00	\$2,688.00
12/5/2014	MEQP201	Caterpillar 304C	112-POND MAINTENANCE	128.00	\$2,688.00
12/5/2014	MEQR0088	Concrete Vibrator	112-POND MAINTENANCE	1.00	\$47.00

12/5/2014	MEQR0120	322BL long reach excavator	112-POND MAINTENANCE	2.00	\$1,400.00
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Equipment Cost	\$15,834.38
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Labor (Estimate)

Start Date	ID	Activity	Total Hours	Cost
12/5/2014	BRAD SULLIVAN	112-POND MAINTENANCE	144.00	\$2,989.44
12/5/2014	JEREMIAH UNGER	203-RESEARCH AND PLANNING	3.00	\$73.23
12/5/2014	KELLY LEUTBECHER	112-POND MAINTENANCE	144.00	\$4,092.48
12/5/2014	TOMMY MURR	112-POND MAINTENANCE	144.00	\$2,780.64
12/5/2014	TYLER STEELE	112-POND MAINTENANCE	144.00	\$2,780.64
			Labor Cost	\$12,716.43

Material (Estimate)

Start Date	ID	Description	Activity	Quantity	Cost
12/5/2014	MMAT004	Type M rip rap	112-POND MAINTENANCE	2.00 ton	\$68.00
12/5/2014	MMAT004	Type M rip rap	112-POND MAINTENANCE	6.00 ton	\$204.00
12/5/2014	MMAT005	Road Base	112-POND MAINTENANCE	100.00 ton	\$450.00
12/5/2014	MMAT006	Top Soil	112-POND MAINTENANCE	4.00 yd³	\$80.00
12/5/2014	MMAT008	VTC Rock	112-POND MAINTENANCE	15.00 ton	\$135.00
12/5/2014	MMAT010	24" wood stakes	112-POND MAINTENANCE	2.00 ea	\$32.00
12/5/2014	MMAT011	12"x10' Erosion control logs	112-POND MAINTENANCE	13.00 unit	\$299.00
12/5/2014	MMAT014	S150 erosion blanket	112-POND MAINTENANCE	1.00 ea	\$69.00
12/5/2014	MMAT020	Dump Fee	112-POND MAINTENANCE	202.50 yd³	\$1,923.75
12/5/2014	MMAT056	Flowfill	112-POND MAINTENANCE	3.00 yd³	\$239.40
12/5/2014	MMAT057	Ready mix concrete 4000psi	112-POND MAINTENANCE	8.00 yd³	\$1,420.00
12/5/2014	MMAT065	Mud jacking	112-POND MAINTENANCE	2.00 ea	\$1,030.00
12/5/2014	MMAT068	Douglas County Mix Seed	112-POND MAINTENANCE	5.60 lb	\$61.15
12/5/2014	MMAT070	12" Eco Stakes	112-POND MAINTENANCE	100.00 ea	\$19.00
Material Cost				\$6,030.30	

