

# CHIMNEY ROCK METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 800-741-3254  
Fax: 303-987-2032

## NOTICE OF SPECIAL MEETING AND AGENDA

### Board of Directors:

Telfer “Woody” Norman  
Kenneth “Delmar” Rumph  
John “Marc” Rinehart  
Charles “Chuck” Hansen  
Vacant  
David Solin

### Office:

President  
Treasurer  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Secretary

### Term/Expires:

2027/May 2027  
2025/May 2025  
2025/May 2025  
2025/May 2025  
2027/May 2027

DATE: December 27, 2023 (Wednesday)

TIME: 9:00 A.M.

PLACE: **Zoom Meeting:** This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Dial In: 1-719-359-4580

Meeting ID: 546 911 9353

Passcode: 912873

## I. ADMINISTRATIVE MATTERS

A. Call to Order and Declaration of Quorum

---

B. Present Disclosures of Potential Conflicts of Interest.

---

C. Approve Agenda; confirm location of meeting and posting of meeting notices.

---

## II. FINANCIAL MATTERS

A. \_\_\_\_\_

III. LEGAL MATTERS

A. Petition for Exclusion Submitted by WSE Morrison, LLC

1. Public Hearing to consider exclusion of approximately 18.987 acres of property owned by WSE Morrison, LLC from the District (enclosures).
- 

2. Resolution Excluding the WSE Morrison, LLC Property from the District's Boundaries (enclosure).
- 

IV. OTHER MATTERS

A. \_\_\_\_\_

V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

## PETITION FOR EXCLUSION OF PROPERTY

---

TO: THE BOARD OF DIRECTORS OF THE  
CHIMNEY ROCK METROPOLITAN DISTRICT,  
JEFFERSON COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., **WSE MORRISON LLC**, a Colorado limited liability company (the “Petitioner”) hereby respectfully requests that the **CHIMNEY ROCK METROPOLITAN DISTRICT** (the “District”), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”), from the boundaries of the District.

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

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

Pursuant to § 32-1-501(1), C.R.S., the Petitioner agrees to pay all costs associated with the exclusion proceedings.

The name and address of the Petitioner is as follows:

WSE Morrison LLC  
2801 Youngfield Street, Suite 101  
Golden CO 80401

*Remainder of page intentionally left blank. Signature page follows.*

**PETITIONER:**

**WSE MORRISON LLC**, a Colorado limited liability company



Printed Name: Alec Taylor

Title: Manager

STATE OF ~~COLORADO~~ <sup>of P.V. (Florida)</sup> )  
 ) ss.

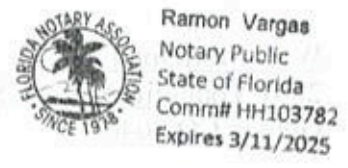
COUNTY OF Miami-Dade

The above and foregoing instrument was acknowledged before me this 11 day of January, 2023 by Alec David Taylor, as owner Manager of WSE Morrison LLC.

WITNESS my hand and official seal.

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

My commission expires: 03/11/2025



**EXHIBIT A**  
**(The Property)**

## EXHIBIT A

### Legal Description of the Property

#### PARCEL DESCRIPTION: AS SURVEYED:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 14, THENCE N89°14'33"E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 14, A DISTANCE OF 547.17 FEET TO A POINT ON THE EAST LINE OF THE CDOT RIGHT-OF-WAY RECORDED IN BOOK 1477 AT PAGE 189 AND THE POINT OF BEGINNING;

THENCE CONTINUING N89°14'33"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 14, A DISTANCE OF 976.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WILLOW SPRINGS ROAD DESCRIBED BY INSTRUMENT RECORDED OCTOBER 14, 2004 AT RECEPTION NUMBER F2105606;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. S25°43'49"E, A DISTANCE OF 126.11 FEET TO A POINT OF NON-TANGENT CURVE;
2. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 30°42'57" A CHORD WHICH BEARS S05°54'45"W, A DISTANCE OF 193.34 FEET, AND AN ARC LENGTH OF 195.67 FEET;
3. S27°16'33"W, A DISTANCE OF 289.33 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN THE INSTRUMENT RECORDED AUGUST 23, 1996 AT RECEPTION NUMBER F0290974;

THENCE ALONG SAID NORTH LINE THE FOLLOWING NINETEEN (19) COURSES:

1. N62°47'52"W, A DISTANCE OF 10.03 FEET;
2. S40°05'38"W, A DISTANCE OF 21.49 FEET;
3. S68°59'34"W, A DISTANCE OF 171.70 FEET;
4. N73°54'56"W, A DISTANCE OF 104.55 FEET;
5. N62°43'26"W, A DISTANCE OF 28.42 FEET;
6. S60°45'16"W, A DISTANCE OF 126.01 FEET;
7. N84°24'33"W, A DISTANCE OF 104.93 FEET;
8. S84°21'24"W, A DISTANCE OF 99.49 FEET;
9. S59°58'20"W, A DISTANCE OF 57.58 FEET;
10. S65°37'57"W, A DISTANCE OF 131.04 FEET;
11. N84°21'30"W, A DISTANCE OF 23.14 FEET;
12. N54°39'32"W, A DISTANCE OF 113.88 FEET;
13. S86°26'43"W, A DISTANCE OF 104.17 FEET;
14. S72°20'15"W, A DISTANCE OF 88.14 FEET;
15. S31°36'16"W, A DISTANCE OF 104.19 FEET;
16. S52°08'57"W, A DISTANCE OF 129.18 FEET;
17. S67°05'27"W, A DISTANCE OF 98.53 FEET;
18. S37°07'42"W, A DISTANCE OF 118.81 FEET;
19. S65°06'05"W, A DISTANCE OF 12.88 FEET TO A POINT ON THE EAST LINE OF THE BARGAIN AND SALE DEED RECORDED ON DECEMBER 17, 2008 AT RECEPTION NUMBER 2008113069;

THENCE N00°02'19"E ALONG SAID EAST LINE, A DISTANCE OF 558.38 FEET TO A POINT ON THE SOUTHERLY LINE OF CDOT RIGHT-OF-WAY RECORDED IN BOOK 1477 AT PAGE 189;

THENCE ALONG SAID CDOT RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSE;

1. S80°29'23"E, A DISTANCE OF 297.05 FEET;
2. N46°01'01"E, A DISTANCE OF 300.00 FEET;
3. N07°51'31"E, A DISTANCE OF 282.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 827,059 SQUARE FEET (18.987 ACRES) MORE OR LESS.

## EXCLUSION AGREEMENT

This Exclusion Agreement (this “**Agreement**”) is made and entered into this 10th day of March, 2023, by and between WSE MORRISON, LLC, a Colorado limited liability company (“**Petitioner**”) and CHIMNEY ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”).

### RECITALS

A. The District is located in Jefferson County, Colorado and is duly and validly organized as a quasi-municipal corporation and political subdivision of the State of Colorado in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes.

B. Petitioner intends to file a Petition for Exclusion of Real Property (the “**Petition**”) requesting the property described in the Petition (the “**Property**”) to be excluded from the boundaries of the District.

C. The District is willing to exclude the Property from the District’s boundaries as provided herein.

D. Petitioner and the District desire to enter into this Agreement pursuant to which the Property shall be excluded from the boundaries of the District, as more fully provided herein.

### TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Petitioner and the District covenant and agree as follows:

1. Recitals Incorporated. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Petition for Exclusion from the District. The Parties acknowledge that the Petitioner intends to file a Petition for Exclusion of Property from the District.

3. Exclusion Costs. Petitioner has deposited \$4,000 to cover the costs associated with the exclusion proceedings as required by Section 32-1-501(1), C.R.S. (the “**Exclusion Costs**”). In the event the Exclusion Costs exceed \$4,000, Petitioner shall pay the additional costs prior to the recording of the Exclusion Order. If additional Exclusion Costs are owed, the District will provide Petitioner with a written request for the additional deposit. If the Exclusion Costs are less than \$4,000, the District shall refund the difference to Petitioner after recording the Exclusion Order and payment of all Exclusion Costs.

4. Exclusion Order. The District agrees to promptly commence the process to exclude the Property from its boundaries and, not later than thirty days after receipt of the Petition, to: (i) hold a public hearing to consider the exclusion of the Property and upon satisfaction of the conditions set forth under Sections 32-1-501 *et seq.*, C.R.S., adopt a resolution approving the



exclusion of the Property, and (ii) subsequently move the Jefferson County District Court for the entry of an order excluding the Property from the District in accordance with Section 32-1-501(4)(b), C.R.S. (the “**Exclusion Order**”). Following issuance of the Exclusion Order, the District shall obtain a certified copy of the Exclusion Order and shall cause the Exclusion Order to be recorded in the real property records of Jefferson County upon satisfaction of the conditions set forth in Section 6 below.

5. District Representations. On December 1, 2016, the District issued \$3,190,000 of Limited Tax General Obligation Refunding Bonds, Series 2016A and \$150,000 of Taxable Limited Tax General Obligation Refunding Bonds, Series 2016B (together, the “**2016 Bonds**”). The District represents that the 2016 Bonds are the only outstanding debt of the District within the meaning of the Colorado Constitution or Sections 32-1-501 or 503, C.R.S. The District further represents, warrants, and covenants as follows: (i) that it will not at any time prior to the recording of the Exclusion Order incur any additional indebtedness that would result in the Property being subject to additional District mill levies; (ii) that it will not at any time subsequent to the recording of the Exclusion Order issue new debt that purports to encumber the Property or obligate the Property in any manner, excluding any refunding of the 2016 Bonds.

6. Capital Recovery Fee. On May 12, 2014, the District adopted a Resolution Amending and Restating the Resolution of the Board of Directors of Chimney Rock Metropolitan District Providing for the Imposition of Annual Capital Recovery Fees for a Sewer Treatment Lift Station Financed and Constructed by the District (the “**Fee Resolution**”). Pursuant to the Fee Resolution, the District imposes an annual fee upon the lots within the District to pay for the construction of a sewer treatment lift station that was financed and constructed by the District (the “**Capital Recovery Fee**”).

7. Obligations Conditioned Upon Exclusion.

- a. Payment of Capital Recovery Fee for 18 Lots. Provided that the District has obtained a certified copy of the Exclusion Order, prior to recordation of the Exclusion Order, Petitioner shall pay to the District the amount of \$44,064, which represents payment of the District’s Capital Improvement Fee related to the 18 lots within the Property.
- b. Capital Recovery Fee Owed for Additional Lots. The District shall record a memorandum against the Property releasing the 18 lots from the District’s Capital Recovery Fee. In the event Petitioner or a subsequent property owner subdivides the Property into more than 18 lots, the Capital Recovery Fee shall be paid by Petitioner or property owner seeking the subdivision. Payment of the additional Capital Recovery Fee is a condition of the District’s consent to the subdivision and connection of the additional lots to the sewer treatment lift station. The Capital Recovery Fee shall be paid at the District’s then current Capital Recovery Fee rate multiplied by the number of years outstanding on the District’s 2016 Bonds. Any additional Capital Recovery Fee payments shall be due prior to the recordation of the plat creating the additional lots.

- c. No Additional Fees. Other than the payment described herein and the payment of any future Capital Recovery Fee for any additional lots within the Property, the Property shall not be subject to any other fees imposed now or in the future by the District.
- d. Recording of Exclusion Order. The District will record the Exclusion Order only after payment of the Capital Recovery Fee, payment of any additional Exclusion Costs, and recordation of an Order of the District Court for Jefferson County organizing the Willow Springs Estates Metropolitan District. In the event the Order organizing the Willow Springs Estates Metropolitan District is not recorded prior to December 31, 2023, the Exclusion from the District shall be null and void and this Exclusion Agreement shall automatically terminate. In the event of automatic termination, the District agrees it shall not now, or at any time in the future, record the Exclusion Order.

8. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronic, photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

9. Governing Law. This Agreement and the interpretation hereof shall be governed and construed in accordance with the laws of the State of Colorado.

10. Notices. All notices, demands and communications (collectively, “**Notices**”) under this Agreement shall be delivered or sent, addressed to the address of the intended recipient set forth below or such other address as a party may designate by notice pursuant to this Section, by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) sent by confirmed facsimile transmission or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) or (b) above, or upon confirmed facsimile delivery or upon sending of the email as provided in clause (c) above.

To the District: Chimney Rock Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228  
Attention: David Solin  
Phone: 303-987-0835  
dsolin@sdmsi.com

With copies to:

Erb Law, LLC  
3900 E. Mexico Ave., Suite 300  
Denver, CO 80210  
Attention: Jeffrey Erb

Phone: (303) 626-7125  
jerb@erblawllc.com

To Petitioner: WSE Morrision, LLC  
2801 Youngfiled Street, Suite 101  
Golden, CO 80401  
Attention: Alec Taylor and Renzo Renzi  
ataylor@364capital.com  
renzo.renzi@gmail.com

With copies to:

White Bear Ankele Tanaka and Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Kristin Tompkins and Megan Murphy  
ktompkins@wbapc.com  
mmurphy@wbapc.com

11. Amendments. This Agreement may only be amended or modified by a writing executed by all the parties hereto.

12. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect so long as the intent of the Agreement can still be performed.

13. Assignment. This Agreement may not be assigned by Petitioner without the written consent of the District.

14. Covenants Run with the Property. The terms and conditions set forth in this Agreement shall be and remain covenants running with the Property. This Agreement and/or any memorandum or other evidence of this Agreement may be recorded in the real property records of Jefferson County.

15. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between the parties with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral.

16. Inurement. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors and permitted assigns.

17. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available

by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

18. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

19. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties.

20. Authority. The Petitioner warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Petitioner is authorized to do so. The District warrants to Petitioner that it is an existing quasi-municipal corporation and political subdivision of the State of Colorado, that this Agreement was properly approved by the District, and that every person signing on behalf of the District is authorized to do so.

**[SIGNATURE PAGES TO FOLLOW]**

IT WITNESS WHEREOF, the parties hereto have executed this Property Exclusion Agreement as of the date first above written.

**PETITIONER:**

**WSE MORRISON LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

**CHIMNEY ROCK METROPOLITAN DISTRICT,**  
a quasi-municipal corporation and political subdivision of  
the State of Colorado

By: T. W. Norman  
Name: Telfer Norman  
Title: President, Board of Directors

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
CHIMNEY ROCK METROPOLITAN DISTRICT**

Exclusion of Property from the District's Boundaries

- A. Chimney Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision located in Jefferson County, Colorado; and
- B. The District received a Petition for Exclusion of Property from WSE Morrison, LLC. for the exclusion of certain property in the District's boundaries (the “**Petition**”); and
- C. The District previously entered into an Exclusion Agreement with WSE Morrison, LLC regarding the terms for exclusion of the property, which includes payment of the District's costs of exclusion and the outstanding Capital Recovery Fee owed by the property to be excluded; and
- D. A Notice of Public Hearing on Exclusion was published in *The Golden Transcript* on December 21, 2023; and
- E. A public hearing on the Petition was held on December 27, 2023; and
- F. No interested persons appeared at the public hearing to show cause in writing why the Petition should not be granted.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE CHIMNEY ROCK METROPOLITAN DISTRICT AS FOLLOWS:

1. The name and address of the Petitioners and the description of the property to be excluded (the “**Property**”) are as follows:

PETITIONERS:

WSE Morrison, LLC.,  
2801 Youngfield Street, Suite 101  
Golden, CO 80401

LEGAL DESCRIPTION OF THE PROPERTY: See attached **Exhibit A**.

2. That the Board of Directors of the District after consideration of the factors set forth in § 32-1-501(3), C.R.S., hereby have considered and made the following findings:
- a. The exclusion of the Property is in the best interests of the Property, the District, and Jefferson County.
- b. Exclusion of the Property provides a benefit to the Property that exceeds any relative cost associated with the exclusion.

c. The District currently does not provide any services to the Property that it cannot otherwise receive in an economical and sufficient manner from other providers.

d. The District's ability to continue providing economical and sufficient service to its remaining customers is not unreasonably impacted by the exclusion of the Property.

e. The District will continue to be able to provide services at a reasonable cost compared with the cost imposed by other entities in the surrounding area to provide similar services.

f. There is no evidence that a denial of the Petition would have any impact on employment or other economic conditions in the District and surrounding areas.

g. There is no evidence that the exclusion of the Property will negatively impact the employment or economic conditions within the District, region, surrounding area, and the State of Colorado.

h. There is no evidence that economically feasible alternative services will not be available to the Property.

i. The additional cost levied, if any, against the remaining property within the District due to the exclusion of the Property is reasonable.

WHEREFORE, the Board Orders as follows:

a. The Petition for the exclusion of the Property from the boundaries of the Chimney Rock Metropolitan District is granted.

b. That a certified copy of this resolution, along with a motion for the exclusion of the Property, be filed with the Clerk of the Jefferson District Court in accordance with § 32-1-501(4)(b), C.R.S.

c. That a certified copy of the order of the District Court ordering the exclusion of the Property be recorded with the Jefferson County Clerk and Recorder as required by §§ 32-1-105 and 32-1-503(3), C.R.S.

d. The Property and any taxable property located thereon shall continue to be subject to the levy of taxes and/or service charges, tap fees, and other rates, fees, tolls, and charges imposed by the District for the payment of the Property's proportion of the District's outstanding indebtedness and the interest thereon existing immediately prior to the effective date of the exclusion order.

e. From and after the effective date of the Exclusion Order, the Property shall not be liable for bonded indebtedness, assessments or other obligations of the District which may be incurred after the effective date of the court order approving the exclusion of the Property.

APPROVE AND ADOPTED THIS 27<sup>TH</sup> DAY OF DECEMBER 27, 2023.

CHIMNEY ROCK METROPOLITAN DISTRICT

---

Name: Telfer W. Norman

President, Board of Directors

ATTEST

---

Name: David Solin

Secretary, Board of Directors



**CERTIFICATE**

I, David Solin, the Secretary of the Chimney Rock Metropolitan District, certify that the attached resolution and exhibits thereto is a true and accurate copy of the Resolution re Exclusion of Property from the District's Boundaries adopted by the Board of Directors of the Chimney Rock Metropolitan District at a meeting, held on December 27, 2023.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Secretary

**EXHIBIT A**

(Legal Description)

Lots 1 through 18, inclusive, and Tracts A, B, C, D, and E, Willow Springs North Filing 11,  
County of Jefferson, State of Colorado.