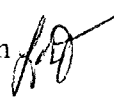







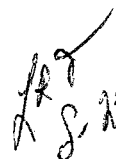
## Right-of-Way Agreement







This Agreement is made and entered into by and between **Toepper LLC**, a Colorado limited liability company, whose address is **1300 East 58<sup>th</sup> Avenue, Denver, Colorado, 80216** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at address of property being conveyed hereinafter (the "Property") for the East 58<sup>th</sup> Avenue Improvements Project (the "Project"). The legal description and conveyance documents for the interests of said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference. 

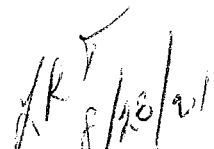
The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED EIGHTY-ONE AND NO/100 DOLLARS (\$118,981.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$26,300 for the conveyance of road right-of-way, \$87,700 for the security fence and sliding gate, \$1,556.00 for permitting and zoning fees, \$2,000 for the Owner's efforts to reset the 2-pole business sign, and \$1,425 for the 144 square foot concrete pad and those costs absorbed by the Project needed to regrade and repave the Owner's parking lot as defined on the construction plans for East 58<sup>th</sup> Avenue. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted as full satisfaction of this Agreement. 





In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement. 
2. The Owner agrees to execute and deliver to the County the attached conveyance documents upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement. 
3. The Owner hereby irrevocably grants to the County immediate possession and use of the Property interests described in the attached conveyance documents upon execution of this Agreement by the Owner and the County. This grant of immediate possession and use shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents properly executed. 
4. The County through its contractor shall maintain a thirty-five (35) feet access from 58<sup>th</sup> Avenue to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent. 

  
S. 23-21

5. The County agrees to compensate the Owner as part of this acquisition for the removal approximately 232 lineal feet of 6-foot chain link security fence and will compensate the Owner the cost to reset with a similar fence. Additionally, the County will remove a 30-foot sliding gate and will compensate the Owner the cost of a 35-foot wide by 7-foot high motorized cantilevered sliding gate. The Owner agrees to coordinate and reconstruct the fence and gate with the Owner's fence contractor during construction of the project according to the phasing plan prepared by the County and approved by the Owner, see attached. The attached phasing plan will be included in the County's construction documents for the Project. The Owner and the County agree to consider modifications to the phasing plan, if the need for a change to the phasing plan is presented for consideration by either the Owner or the County to the other. The County, in its sole discretion, shall have the authority to approve any changes to the phasing plan. The compensation owed for the fence and gate is \$87,700 as per the DH Pace proposal dated July 20, 2020 (received August 16, 2021 via email), \$1,551 for the applicable building permit and zoning fees, and made a part of this agreement. If DH Pace experience inflation costs that can be justified, Adams County will reimburse Owner for said costs. Owner must provide proof of all associated costs for consideration. 
6. The County agrees to compensate the Owner \$2,000.00 to reset the two-post business sign. The County, or its designee, will remove the sign and deliver it to a mutually acceptable location on the Owner's property. If the Owner desires to reset the sign, the Owner will comply with the County's sign regulations. 
7. Due to the lowering of the centerline of East 58<sup>th</sup> Avenue and the shifting of the driveway entrance to the Owner's property, the County requires the regrading of the existing parking lot to allow for proper drainage and safe access to the property. The Owner agrees, as part of the project, to allow the County's contractor to regrade the area defined in the Temporary Construction Easement and install 6300 square feet of asphalt. The asphalt materials used to reconstruct the Owner's parking lot will match that used for East 58<sup>th</sup> Avenue and the thickness will match the thickness of the existing pavement removed, unless the thickness of the existing pavement is less than 4 inches. In which case, the County will install a minimum pavement thickness of 4 inches over the area shown on the Project construction plans. 
8. The County agrees to compensate the Owner for the removal of the 144 square foot concrete pad located along the north side of the building. The County will not reset or replace the concrete pad as part of the project. 
9. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose. 
10. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance. 

  
J.R. 8/20/21

11. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns. 
12. The Owner shall be responsible for reporting proceeds of this transaction to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable. 
13. All changes to the Property provided by Adams County shall meet current Federal, State & County requirements. 
14. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof. 

**Toepper LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Lance R. Toepper, Managing Member

Date: August 23, 2021

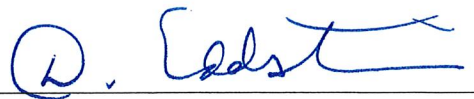
Approved:


BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

  
County Attorney

  
8-23-21

## WARRANTY DEED

THIS DEED, dated this 31<sup>st</sup> day of August, 2021, between **Toepper, LLC, a Colorado limited liability company**, whose address is 1300 East 58<sup>th</sup> Avenue, Denver, Colorado 80216, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum **One Hundred Eighteen Thousand Nine Hundred Eighty-One and No/100 Dollars (\$118,981.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 1300 East 58<sup>th</sup> Avenue  
Assessor's schedule or parcel number: 0182511311038

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, 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(s), 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(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as 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, interests of record.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

**Toepper, LLC, a Colorado limited liability company**

By: Lance R. Toepper

Lance R. Toepper, Managing Member

STATE OF colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2021, by Lance R. Toepper, as Managing Member of Toepper, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires:

12/12/2023

MARISSA HILLJE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194046420  
MY COMMISSION EXPIRES 12/12/2023

Marissa Hillje  
Notary Public

ART 8/23/21



Drexel, Barrell & Co.

JULY 19, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

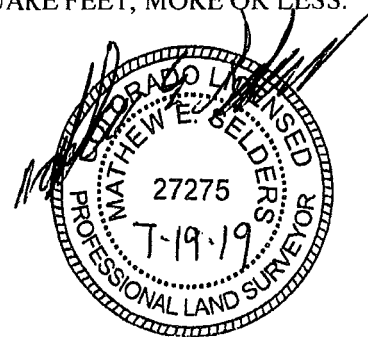
**LEGAL DESCRIPTION  
PARCEL RW-41  
RIGHT-OF-WAY DEDICATION**

A TRACT OF LAND BEING A PORTION OF LOT 1, CHAPARRAL TRACT, RECORDED AT RECEPTION NO. B039877, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S89°54'29"E, 221.16 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY 10.74 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND ALONG A CURVE CONCAVE TO THE WEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 1675.03 FEET, A CENTRAL ANGLE OF 00°22'02" AND BEING SUBTENDED BY A CHORD THAT BEARS S21°27'56"W, 10.74 FEET; THENCE N89°54'29"W, 217.25 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N00°05'31"E, 10.00 FEET ALONG SAID WESTERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.050 ACRES OR 2192 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELTERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



*Handwritten signature and date: 8/23/21*

H:\20961-00BL TR\Survey\Drawings\R.O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-ROW-EXHIBITS-RW-41.dwg, 7/19/2019 9:02:30 AM



## NOTES

- IN ACCORDANCE WITH CRS 13-80-105:

**NOTICE: 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.**

**Engineers/Surveyors**

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0645



8/27/21

**TEMPORARY CONSTRUCTION EASEMENT  
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this 13<sup>rd</sup> day of August, 2021, by and between Toepper, LLC, a Colorado limited liability company, whose address is 1300 East 58<sup>th</sup> Avenue, Denver, Colorado 80216, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **THIRTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100'S DOLLARS (\$13,250.00)** and other good and valuable considerations, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged, the parties further agree that the consideration shall consist of \$12,050.00 for the conveyance of a Temporary Construction Easement and \$1,200.00 for the installation of a temporary berm. The Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

Legal descriptions as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference.

Also know by street and number as: 1300 East 58<sup>th</sup> Avenue

Assessor's schedule or parcel numbers: 0182511311038

Said easement and right-of-entry is for the purpose of construction of curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk, modify ground contours within property for slope and drainage purposes, and the removal and replacement of asphalt paving within property as a part of this street and drainage project. All work shall be done at the expense of County.

Additionally, the Adams County agrees to compensate the Owner, \$1,200.00 for the installation of a temporary berm to be construction in front of the temporary right-of-way fencing to prevent runoff street drainage unto the Owner's property.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

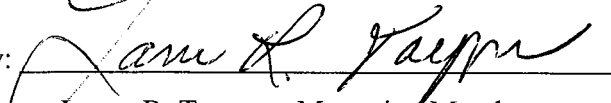
This easement will December 1, 2021 and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month-to-month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **One Thousand Dollars and NO/100'S (\$1,000.00)** per month. The County shall provide notice in writing to the



Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.

**Owner: Toepper, LLC**, a Colorado limited liability company

By:

  
Lance R. Toepper, Managing Member

Date:

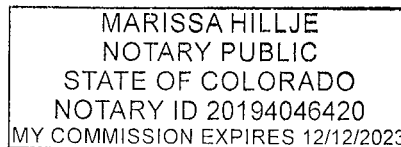
8-31-21


STATE OF Colorado )  
COUNTY OF Adams ) §

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2021, by Lance R. Toepper as Managing Member of Toepper, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12/12/23



  
Notary Public







# Drexel, Barrell & Co.

APRIL 1, 2020

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

## LEGAL DESCRIPTION PARCEL TCE-41 TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, CHAPARRAL TRACT, RECORDED AT RECEPTION NO. B039877, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S00°05'31"W, 10.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

THENCE S89°54'29"E, 217.25 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY 96.71 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND ALONG A CURVE CONCAVE TO THE NORTHWEST, THE ARC OF SAID CURVE HAVING A RADIUS OF 1675.03 FEET, A CENTRAL ANGLE OF 03°18'29" AND BEING SUBTENDED BY A CHORD THAT BEARS S23°18'12"W, 96.69 FEET;

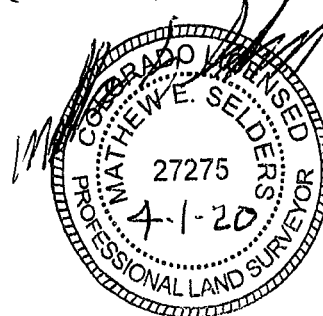
THENCE THE FOLLOWING FIVE (5) COURSES;

1. N66°03'22"W, 100.74 FEET;
2. N00°05'31"E, 7.63 FEET;
3. N89°54'29"W, 28.00 FEET;
4. N00°05'31"E, 13.00 FEET;
5. N89°54'29"W, 59.00 FEET TO SAID WESTERLY LINE OF LOT 1;

THENCE N00°05'31"E, 27.50 FEET ALONG SAID WESTERLY LINE TO THE **TRUE POINT OF BEGINNING**.

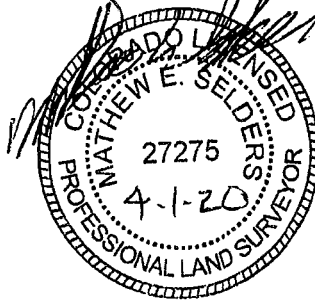
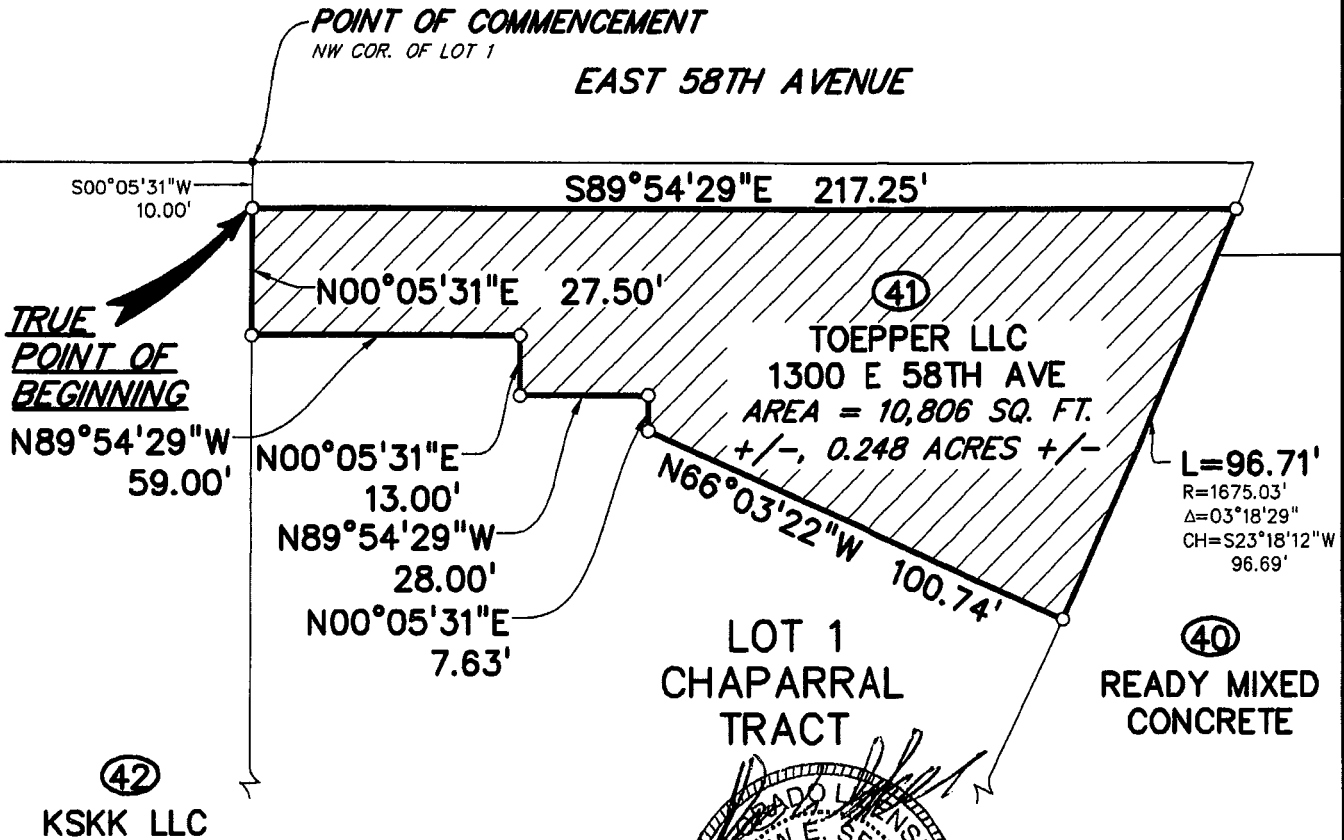
CONTAINING 0.248 ACRES OR 10,806 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELTERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338



*Handwritten signature and date*  
4/25/21

# EXHIBIT PARCEL TCE-41 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 40'

## NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;  
NOTICE: 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.

**Drexel, Barrell & Co.**

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0646



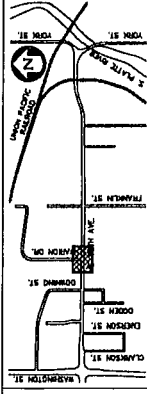
Revisions - Date	Date	Drawn By	Job No.
	3-3-20	MNF	20961-00
	Scale	1"=40'	Checked By
			MES
			Drawing No.
			IN FILE

*Handwritten signature and date: 8/23/21*

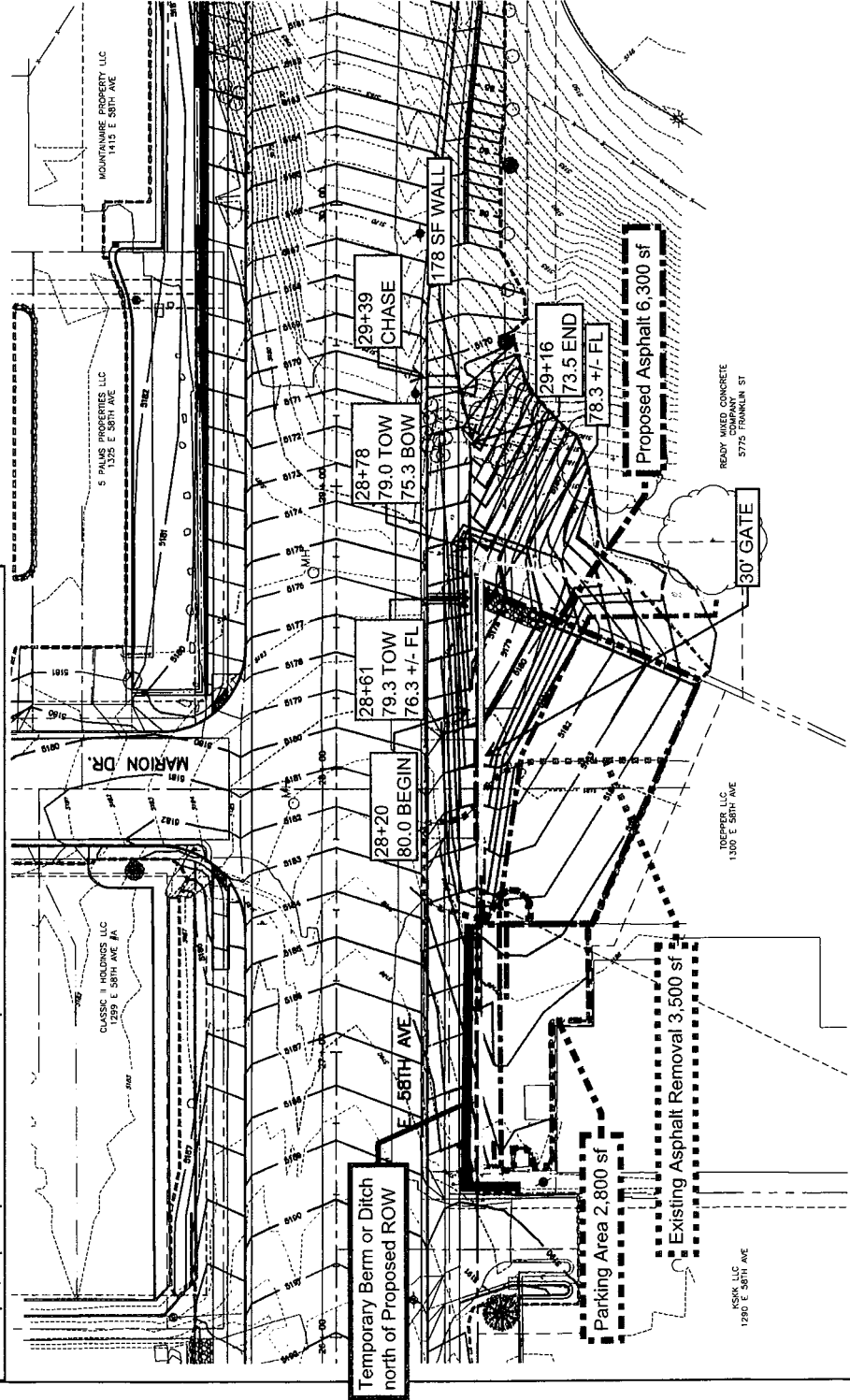
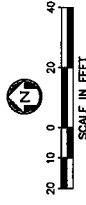
# PHASING PLAN NOTES

1. This plan is provided to facilitate the coordination discussed with Property Owner Toepper LLC (POTL).
2. POTL is responsible for all security (temporary and permanent) on POTL property.
3. County's contractor shall provide the earthwork necessary, in the form of a Temporary Berm or Ditch, to be located sufficiently north of the proposed right of way line to divert surface runoff away from the north building face and the electrical transformer near the west property line.
4. County's contractor shall notify POTL a minimum of 2 weeks prior to needing POTL to perform any work.
5. All contractors shall confirm location of utilities within their limits of construction.
6. Phasing shown hereon represents a concept that will need refinement, adjustment, compromise and coordination between the County's contractor and POTL during construction. Contours do not consider thicknesses of materials below the elevations shown hereon, For example, asphalt pavement and landscape materials thicknesses.

- LEGEND**
- SHOOT/LIMIT OF DRIVEWAY
  - EXISTING INDEX CONTOUR
  - EXISTING INTERMEDIATE CONTOUR
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERMEDIATE CONTOUR
  - LIMITS OF DISTURBANCE
  - TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING EASEMENT
  - EXISTING R.O.W./PROPERTY LINE
  - PROPOSED R.O.W.

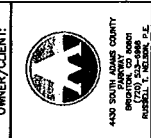


KEY MAP  
NOT TO SCALE



PREPARED BY:  
**DBC**  
David B. C. & Co.  
1000 17TH STREET, SUITE 100  
DENVER, COLORADO 80202  
TEL: 303.733.1111  
WWW.DBC-ENGINEERS.COM

OWNER/CLIENT:  
**TOEPPER LLC**



4400 SOUTH ADAMS COUNTY  
OPERATION TO BE  
RUEB TO 1000 P.E.  
WASHINGTON STREET TO YORK STREET  
ADAMS COUNTY, COLORADO

ISSUE	DATE
EXHIBIT	07/07/2023
DESIGNED BY:	CAF
DRAWN BY:	CAF
CHECKED BY:	CAF
FILE NAME/TOEPPER PROPOSE	2021-07-23

PHASING  
PLAN NOTES

TOEPPER  
EXHIBIT  
PROPOSED

PROJECT: 20981-0081-TR  
DRAWING NO.

**EX02**

SHEET: 2 OF 2

*Handwritten signature and date: 8-23-21*

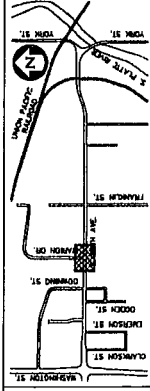
# PHASE PRE-CONSTRUCTION

Pre-Construction Phase work outlined below is needed to accommodate utility relocations within County right of way. This work shall be completed by Property Owner Toepper LLC (POTL) prior to 12-1-2021.

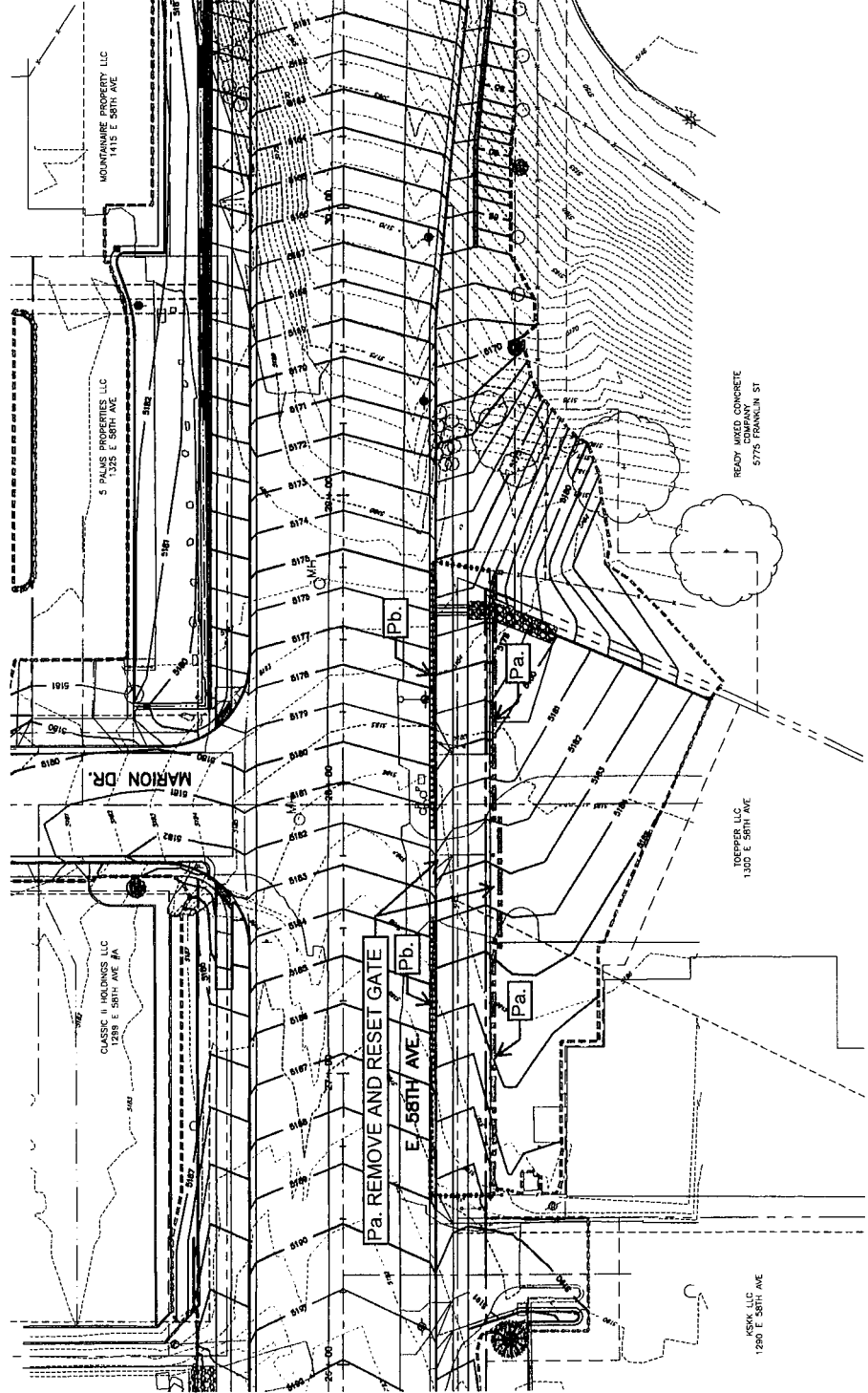
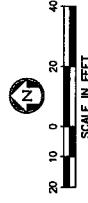
Pa. POTL shall install a temporary 6' tall with 3 strands of barbed wire (7" tall total) security fence 2' minimum south of proposed right of way for the entire frontage of POTL property. POTL shall remove and reset existing gate inline with the temporary fence. Temporary fence shall also be secured back to the existing fences near the east and west property lines. Corner posts shall be added at connection points, as necessary to achieve POTL's needed security.

Pb. All existing fence north of (outside) the area secured by the temporary fence shall be removed by POTL.

LEGEND	
---	SAWTOOTH/LIMIT OF DRIVEWAY
---	EXISTING INDEX CONTOUR
---	EXISTING INTERMEDIATE CONTOUR
---	PROPOSED INDEX CONTOUR
---	PROPOSED INTERMEDIATE CONTOUR
---	LIMITS OF DISTURBANCE
---	TEMPORARY CONSTRUCTION EASEMENT
---	EXISTING EASEMENT
---	EXISTING R.O.W./PROPERTY LINE
---	PROPOSED R.O.W.



KEY MAP  
NOT TO SCALE



PREPARED BY:  
**DBC**  
David B. Campbell, Inc.  
David B. Campbell & Co.  
Engineers-Surveyors  
1400 SOUTH STREET, SUITE 100  
DENVER, COLORADO 80202  
TEL: 303.733.1111  
WWW.DBC-INC.COM

OWNER/CLIENT:  
TOEPPER LLC  
1300 E 58TH AVE  
DENVER, CO 80231

EXHIBIT FOR:  
EAST 58TH AVENUE IMPROVEMENTS  
ADAMS COUNTY, COLORADO

ISSUE	DATE
EXHIBIT	05/09/2020
DESIGNED BY:	CAF
DRAWN BY:	CAF
CHECKED BY:	DFS
FILE NAME TOEPPER PROPOSE	
2021-07-23	

PHASE PRE-CONSTRUCTION

DRAWING SCALE: 1"=20'

HORIZONTAL: 1"=20'

VERTICAL: N/A

TOEPPER EXHIBIT PROPOSED

PROJECT: 2081-TOEPPER

DRAWING NO.

**EX02**

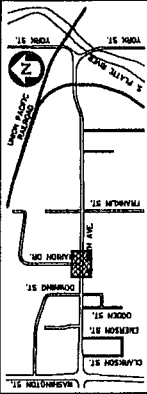
SHEET: 2 OF 2

8/23/21

County's contractor shall coordinate with Property Owner Toepper LLC (POTL) a minimum of 2 weeks prior to starting this phase of construction. Contractor and POTL shall cooperate to develop a mutually acceptable work schedule.

- 1a. Contractor to provide grading and a drivable surface access for POTL.
- 1b. POTL shall install a temporary security fence 6' tall with 3 strands of barbed wire (7' tall total) and a 35' wide (single or double) easy to roll gate and a 10' wide swing gate as shown to accommodate construction of perimeter fence and existing access.
- 1c. POTL shall remove temporary fence and gate installed during Pre-Construction Phase.

- LEGEND
- |       |                                 |
|-------|---------------------------------|
| ----- | SAWTOOTH/LIMIT OF DRIVEWAY      |
| ----- | EXISTING INDEX CONTOUR          |
| ----- | EXISTING INTERMEDIATE CONTOUR   |
| ----- | PROPOSED INDEX CONTOUR          |
| ----- | PROPOSED INTERMEDIATE CONTOUR   |
| ----- | LIMITS OF DISTURBANCE           |
| ----- | TEMPORARY CONSTRUCTION EASEMENT |
| ----- | EXISTING EASEMENT               |
| ----- | EXISTING R.O.W./PROPERTY LINE   |
| ----- | PROPOSED R.O.W.                 |



**KEY MAP**  
**NOT TO SCALE**



4430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(720) 513-6365

EXHIBIT FOR:  
EAST 58TH AVENUE IMPROVEMENTS  
WASHINGTON STREET TO YORK STREET  
ADAMS COUNTY, COLORADO

[illegible]

PHASE 1  
CONSTRUCTION

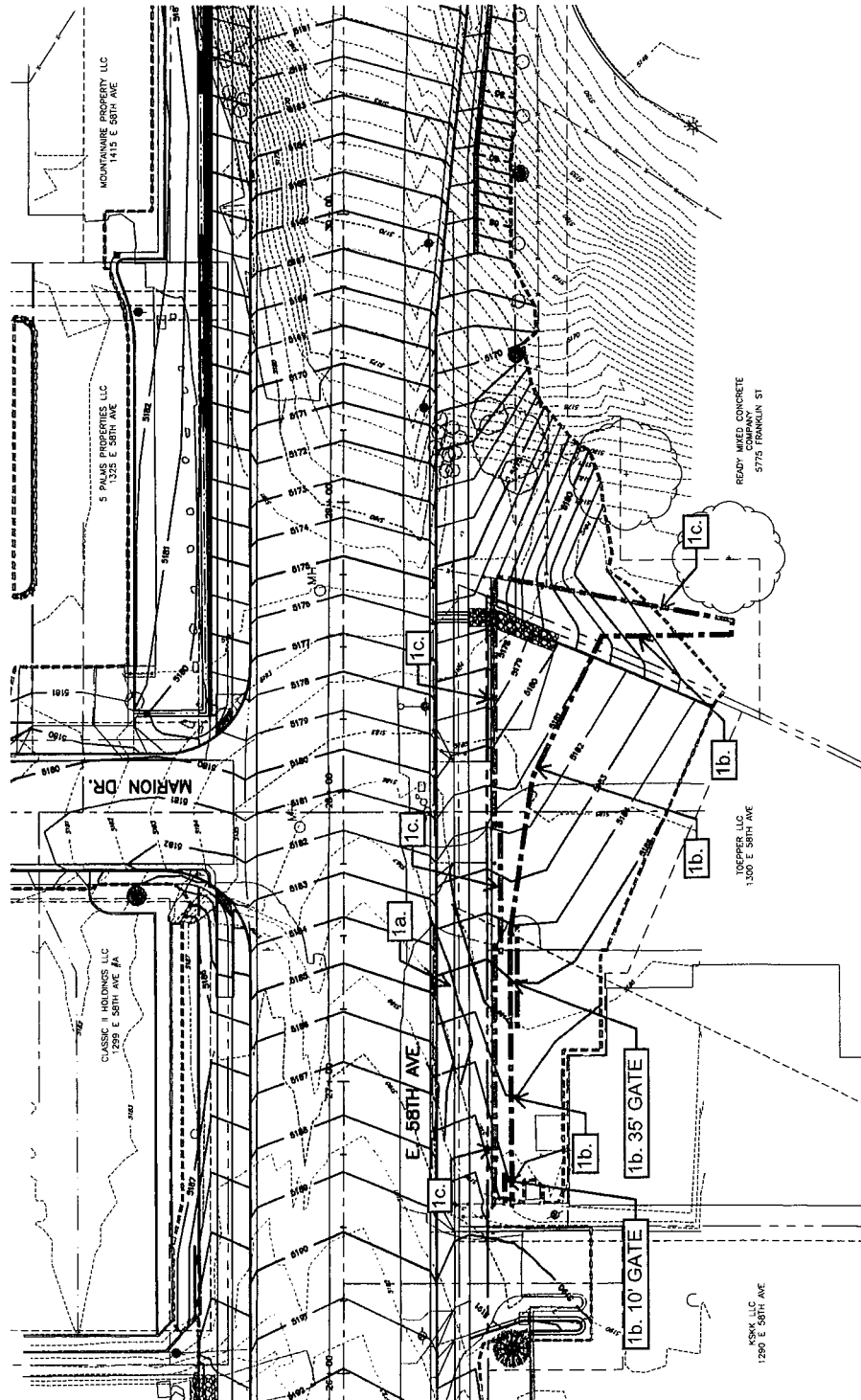
DRAWING SCALE (24"x36")  
HORIZONTAL: 1"=20'  
VERTICAL: N/A

TOEPPER  
EXHIBIT  
PROPOSED

PROJECT:20861--O0BLTR  
DRAWING NO.

EX02

HEET: 2 OF 2



EADY MIXED CONCRETE  
COMPANY  
5775 FRANKLIN ST

TOEPPER LLC  
300 E 58TH AVE

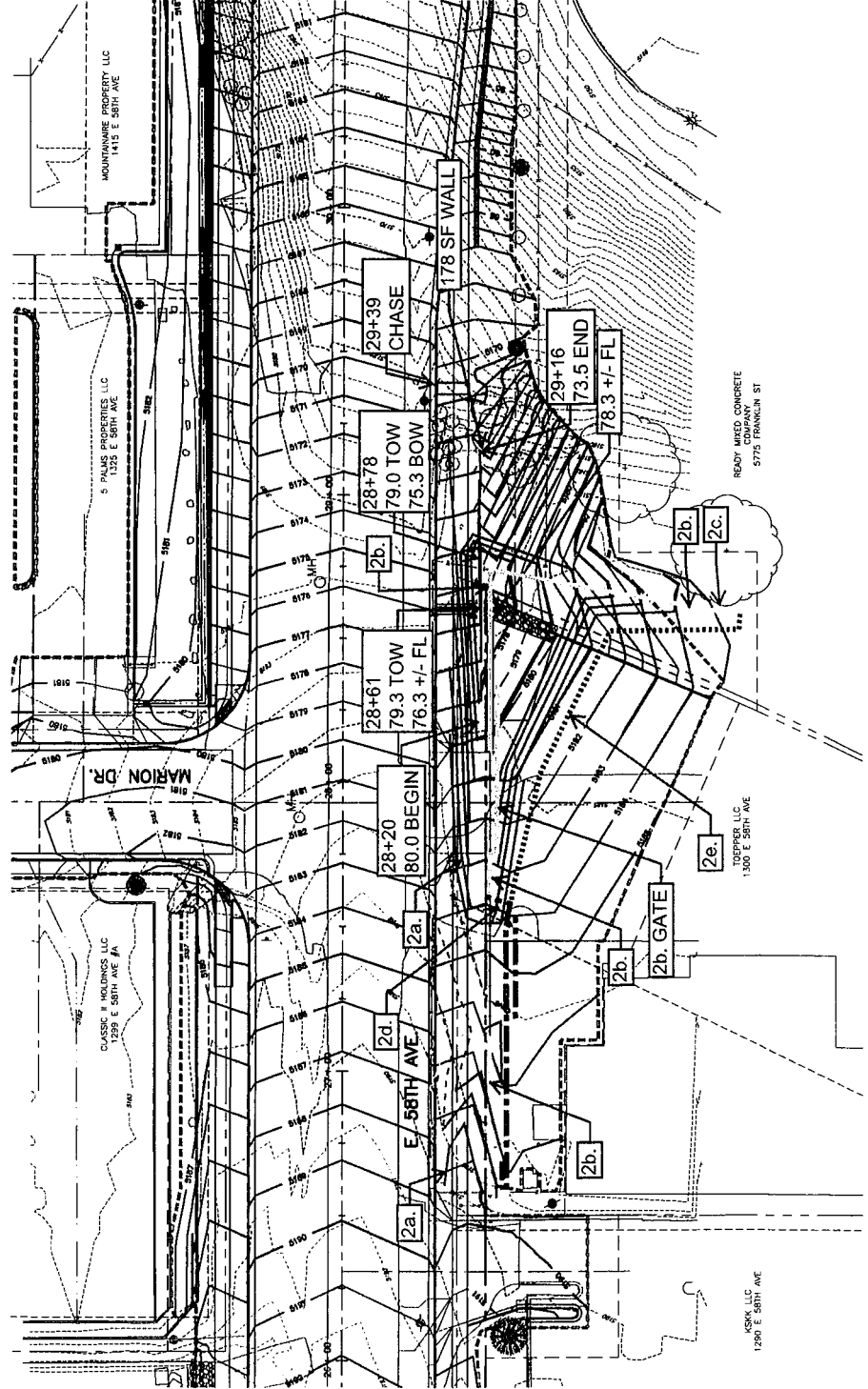
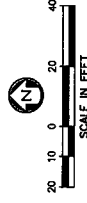
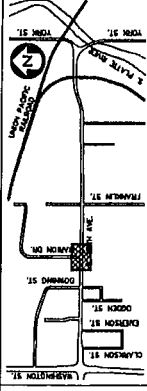
KSKK LLC  
200 E 58TH AVE

8/29/21

# PHASE 2 CONSTRUCTION

- 2a. County's contractor shall complete earthwork operations and improvements east and west of existing access that lie north of temporary fence i.e. clearing, topsoil removal, pavement removal, earthwork excavation, backfill, and retaining wall as needed to accommodate permanent fence east and west of existing access.
- 2b. Property Owner Toepper LLC (POTL) shall construct perimeter fence and gate improvements east and west of existing access.
- 2c. POTL shall connect to existing permanent fence on east.
- 2d. POTL shall connect perimeter fence to temporary fence east of temporary access.
- 2e. POTL shall remove temporary fence east of temporary access.

- LEGEND**
- SAWCUT/LIMIT OF DISTURBY
  - EXISTING INDEX CONTOUR
  - EXISTING INTERMEDIATE CONTOUR
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERMEDIATE CONTOUR
  - LIMITS OF DISTURBY
  - TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING EASEMENT
  - EXISTING R.O.W./PROPERTY LINE
  - PROPOSED R.O.W.



PREPARED BY:  
**DBC**  
David B. Burt & Co.  
ENGINEERS & ARCHITECTS  
1000 E 58TH STREET  
SUITE 100  
DENVER, CO 80231  
TEL: 303.733.1111  
WWW.DBC-ENGINEERS.COM

OWNER/CLIENT:  
**TOEPPER LLC**  
1300 E 58TH AVE  
DENVER, CO 80231  
TEL: 303.733.1111  
WWW.DBC-ENGINEERS.COM

EXHIBIT FOR:  
**EAST 58TH AVENUE IMPROVEMENTS**  
ADAMS COUNTY, COLORADO  
WASHINGTON STREET TO YORK STREET

ISSUE DATE  
EXHIBIT 05/01/2020  
FILE NAME TOEPPER PROPOSED  
2021-07-23

DESIGNED BY: GAL  
DRAWN BY: CHF  
CHECKED BY: DJS  
FILE NAME TOEPPER PROPOSED  
2021-07-23

PHASE 2  
CONSTRUCTION

DRAWING SCALE (AS SHOWN)  
HORIZONTAL: 1"=20'  
VERTICAL: N/A

TOEPPER  
EXHIBIT  
PROPOSED

PROJECT: 20981-TOEPPER  
DRAWING NO.: EX02

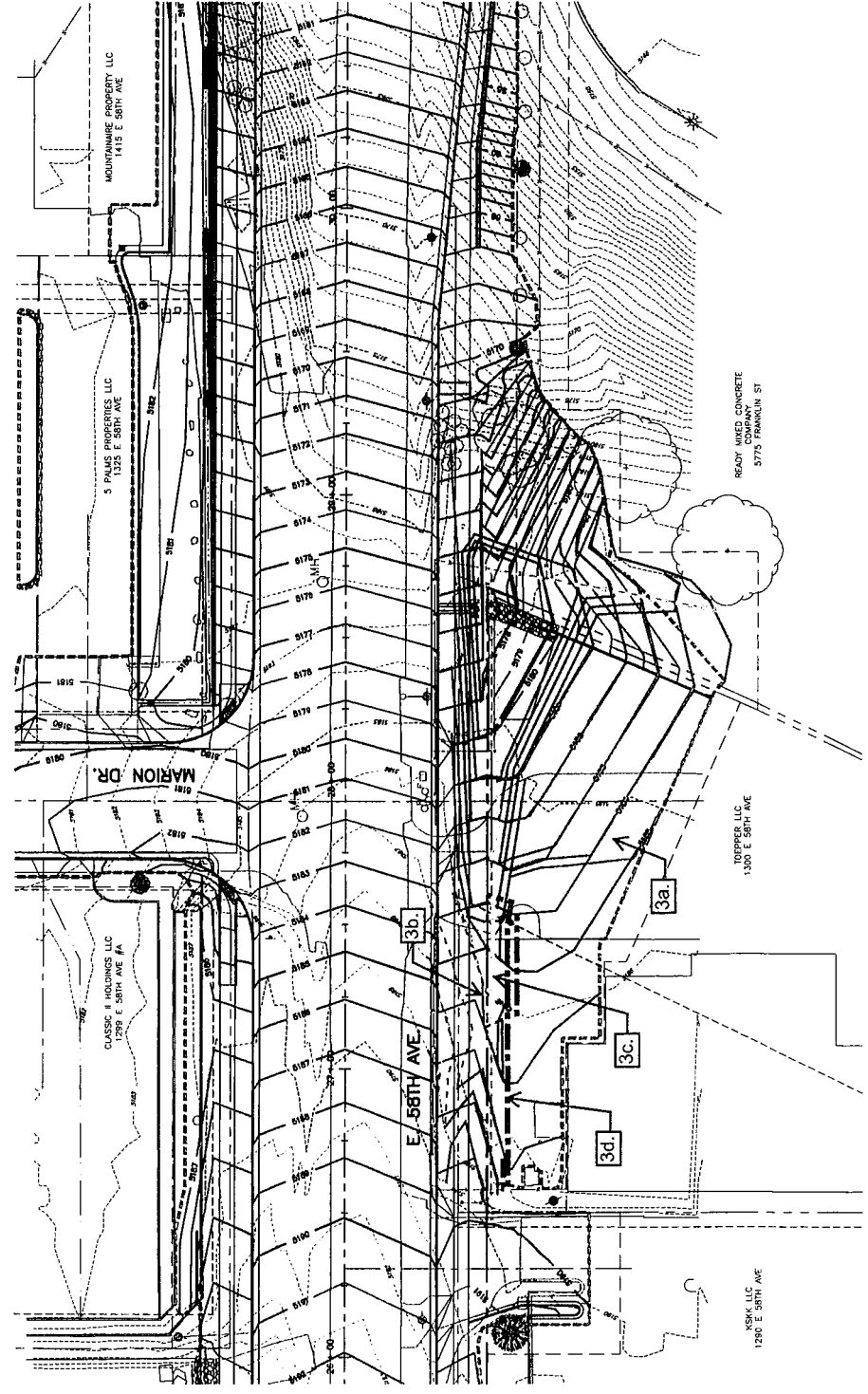
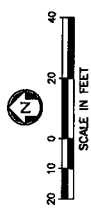
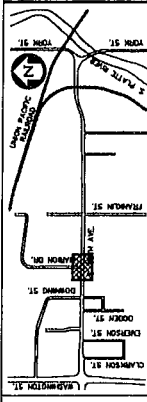
SHEET: 2 OF 2

8/23/21

### PHASE 3 CONSTRUCTION

- 3a. County's contractor shall provide grading (magenta contours) at new access.
- 3b. County's contractor shall provide final grading at existing access for smooth access transition.
- 3c. Property Owner Toepper LLC (POTL) shall construct remaining perimeter fence improvements across existing access.
- 3d. POTL shall remove temporary fence inside property.
- 3e. County's contractor shall coordinate remaining work with POTL.
- 3f. County's contractor shall complete all surface improvements on POTL property.
- 3g. Pavement area shall be surfaced with "HMA Driveway (4")" over subgrade compacted to 95% Standard Proctor. If existing pavement is over 4 inches thick, HMA Driveway thickness shall be increased to match the existing pavement thickness.

- LEGEND**
- SWAYOUT/LIMIT OF DRIVEWAY
  - EXISTING INDEX CONTOUR
  - EXISTING INTERMEDIATE CONTOUR
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERMEDIATE CONTOUR
  - LIMITS OF DISTURBANCE
  - TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING EASEMENT
  - EXISTING R.O.M./PROPERTY LINE
  - PROPOSED R.O.W.



READY MIXED CONCRETE  
COMPANY  
5775 FARMHILL ST

TOEPPER LLC  
1300 E 58TH AVE

RSKY LLC  
1280 E 58TH AVE

PREPARED BY:  
**DBC**  
David B. Bessell & Co.  
Engineers-Surveyors  
1400 17TH STREET  
BOULDER, COLORADO 80501  
TEL: 303.440.1100 FAX: 303.440.1101  
WWW.DBC-ENGINEERS.COM

OWNER/CLIENT:  
COUNTY OF ADAMS  
4430 SOUTH ADAMS COUNTY  
BOULEVARD, SUITE 100  
DENVER, COLORADO 80231  
TEL: 303.733.1100 FAX: 303.733.1101  
WWW.ADCOUNTY.CO

EXHIBIT FOR:  
EAST 58TH AVENUE IMPROVEMENTS  
WASHINGTON STREET TO YORK STREET  
ADAMS COUNTY, COLORADO

ISSUE	DATE
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PHASE 3  
CONSTRUCTION  
DRAWING SCALE: HORIZONTAL: 1"=50'  
VERTICAL: N/A

TOEPPER  
EXHIBIT  
PROPOSED

PROJECT: 20981-00BLTR  
DRAWING NO.

**EX02**

SHEET: 2 OF 2

*Handwritten:* 8/23/21

## CONTRACT PROPOSAL

Overhead Doors • Entry Doors • Automatic Door Systems • Dock Equipment • Gate Automation • Planned Maintenance

BUYER (and billing address if different from site):	PROJECT (site address):
Denver electric motor 1300 e 58th ave  denver co 80216	58th Ave Project  Denver CO 80216

<b>Submitted To:</b> Lance toepper owner 303-292-9133 ltoepper@denverelectricmotor.com	
<b>Submitted By:</b> Damon Conaway Commercial Sales Rep 303-590-8972 Damon.conaway@dhpace.com	
<b>Proposal date:</b> July 20, 2020	<b>NET AMOUNT</b>
<p>The DH Pace Gate Automation Team are proud to present to you our proposal for Fencing, Gate, and Gate Operator. Our proposal includes:</p> <p><b>Fencing:</b></p> <ul style="list-style-type: none"> <li>• Demolish and Dispose of existing chain link fencing and existing ~30 linear feet chain link gate</li> <li>• Furnish and Install new galvanized chain link fencing <ul style="list-style-type: none"> <li>o 2 7/8" Terminal posts</li> <li>o 2 3/8" Line posts</li> <li>o 1 5/8" Top rail</li> <li>o 9 Gauge galvanized chain link fabric</li> <li>o All necessary appurtenances</li> </ul> </li> </ul> <p><b>Temp fence and gates</b></p> <p>Project will include installing temp fencing including sandbags, 1 ten foot swing gate for the electrical box 1 man gate for the second move of the temp fence as well as a 35' wide double drive swing gate. The temp fencing will be relocated twice during this process. Temp fence will be set before existing fence is removed. The fencing will be set into dirt. The gate will be set on dug and filled posts. The temp will then be moved again for grading to happen for the main gate and fence install. Once the permanent gate is set the temp fence will be removed.</p> <p><b>Gate:</b></p> <ul style="list-style-type: none"> <li>• Furnish and Install 1 ea. 30' wide x 7' high galvanized chain link gate <ul style="list-style-type: none"> <li>o Biased bottom edge to accommodate non-level grade per drawing below</li> <li>o Fully cantilevered – horizontally actuated with no ground contact by gate</li> <li>o Constructed of above materials or heavier</li> </ul> </li> </ul> <p><b>Gate Operator:</b></p> <ul style="list-style-type: none"> <li>• Furnish and Install 1 ea. HySecurity SlideSmart HD25 gate operator <ul style="list-style-type: none"> <li>o 2500 lb Capacity</li> <li>o Battery backup providing up to 4000 feet of gate travel after AC power loss</li> <li>o 500,000 Cycle tested</li> <li>o 5 Year manufacturer's warranty</li> <li>o Accessories <ul style="list-style-type: none"> <li>▪ Exterior keypad – up to 250 individual codes</li> <li>▪ Knox key switch – for fire department emergency access</li> <li>▪ Owner's key switch</li> <li>▪ Receiver and 4 ea. Remote Transmitters*</li> <li>▪ Infrared safety – reverses gate when opening is obstructed</li> <li>▪ Sensing edge – halts gate closure if any object is pinched between gate and gate post</li> <li>▪ 24-7 Timer – allows set up of "open hours" if desired</li> </ul> </li> </ul> </li> </ul> <p>All fence posts to be dirt set. No excavation of asphalt or concrete included. No Prevailing Wages included.</p> <p>Customer sign will be moved and reset three times during the duration of the project. On the final set it will be set with concrete</p>	<p><b>\$87,700.00</b></p>



Temporary fence is temporary and is not recommended for prolonged use.  
We may re use portions of existing fence system for the temp system

#### Electrical

Wire will be run from a circuit inside of the building out to the gate pad. This will done during final excavation of parking lot and before concrete or asphalt is installed. This portion will also include any low voltage control wiring needed for knox box, key pad or safety devices

Due to current market changes in the cost of raw materials. This quote is good for todays pricing of material. If prices continue to rise additional charges will be added to the total to cover all material overages. Notice will be given of changes before the next portion of work will start  
This will include upcharges for material only labor prices are locked in

#### Exclusions

Permits, private utility locates, damage to private utilities, unforeseen site conditions, pot holing / hydrovacung, and traffic control are excluded.

Tax

After hours or weekend work

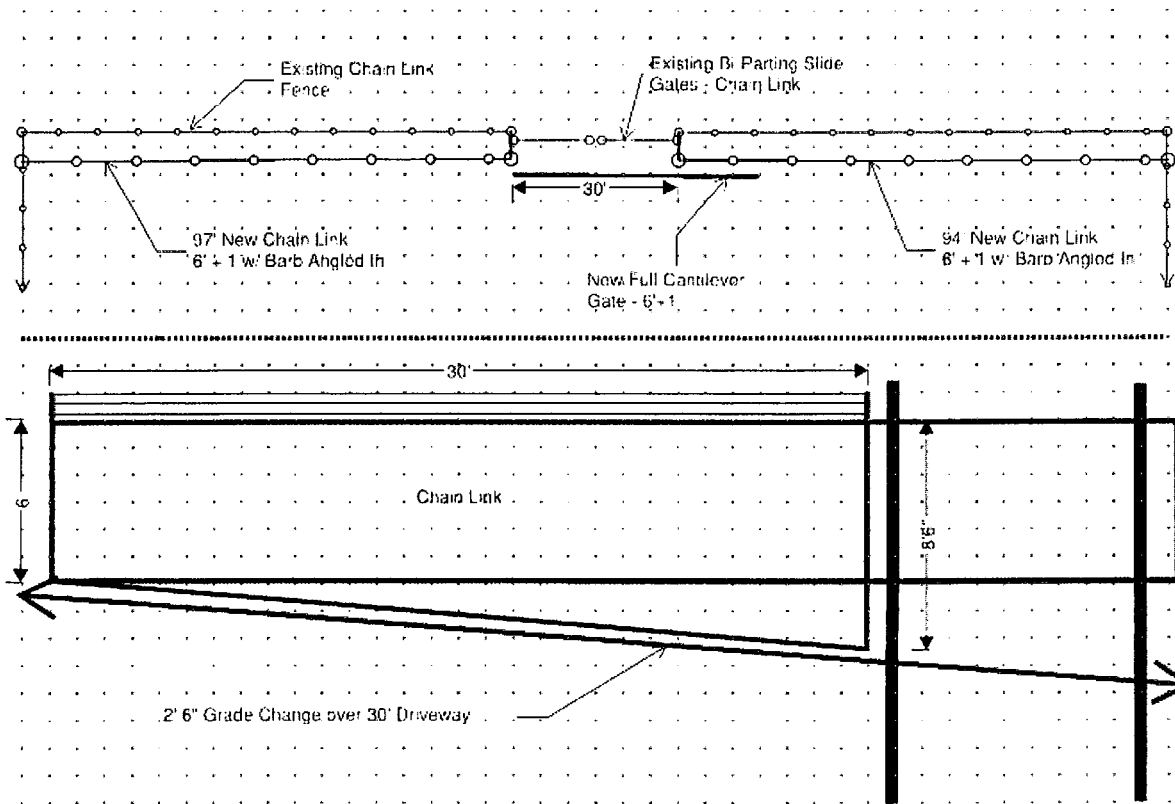
Master keying

\*Note: Additional transmitters available at \$30 each at time of order.

Terms: 50% Deposit; balance upon completion OR Net 30 with approved credit

Thank you for this opportunity to propose our services. We look forward to working with you!

#### Plan View



#### Elevation View

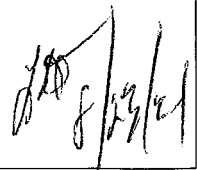
**CLARIFICATIONS / EXCLUSIONS:**

- 1) All materials are furnished and installed, **NO TAX INCLUDED**. All building permits, fees, licenses, etc. by others. All opening preparation, painting, finish work, etc. is by others. Openings must be prepared to manufacturer's specifications prior to install date.
- 2) All work to be completed during standard business hours of 7:00 a.m. - 5:00 p.m. Monday – Friday unless otherwise specified above. This proposal is subject to mutually agreeable contract terms.
- 3) Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below
- 4) Unless specifically noted, manufacturer's standard wind load used.
- 5) All images shown are for illustration purposes only. Actual product may vary
- 6) **Factory wired operators, controls, to be furnished by DH Pace. All conduit, raceways, disconnects, electrical boxes, wiring – including low voltage - by Electrical and/or Fire Alarm Contractor.**
- 7) **Manufacturer's standard warranty applies. Warranties beyond mfg's standard specifically excluded.**

Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 5:00 PM), unless otherwise noted. Please allow 6 – 8 weeks from order acceptance and approved credit or 50% deposit for installation to begin, balance due upon completion. Pricing includes all material, labor, Standard warranty is (1) year against defects on materials and workmanship.

**\*\*\*Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. Final pricing will be determined at the time the order is released for fabrication, if not released within date range noted below\*\*\***

*Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.*



*Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.*

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

## BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER \_\_\_\_\_

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which) \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(MM / DD / YYYY)

*JA*  
*8/23/21*

## Attachment A: TERMS AND CONDITIONS

**Terms.** The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

**Condition Precedent.** Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

**Scope of Work.** Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

**Proposal Price.** Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

**Contract Time.** Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

**Work Performance.** Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

**Cancellation.** In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

**Insurance.** Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

**Alterations.** Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

**Permits and Licenses.** Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

**Warranties.** Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

**Modification of Proposal.** Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law.** It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



## Building| Plumbing| Mechanical| Electrical Permit Fee Schedule

VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW	VALUATION	PERMIT FEE	PLAN REVIEW
\$1-\$500	\$24.00	\$16.00	26,000	\$333.00	\$216.00	65,000	\$712.00	\$463.00
\$600	\$27.00	\$18.00	27,000	\$344.00	\$224.00	66,000	\$721.00	\$469.00
\$700	\$30.00	\$20.00	28,000	\$355.00	\$231.00	67,000	\$730.00	\$475.00
\$800	\$33.00	\$21.00	29,000	\$366.00	\$238.00	68,000	\$739.00	\$480.00
\$900	\$36.00	\$23.00	30,000	\$377.00	\$245.00	69,000	\$748.00	\$486.00
\$1,000	\$39.00	\$25.00	31,000	\$388.00	\$252.00	70,000	\$757.00	\$492.00
\$1,100	\$42.00	\$27.00	32,000	\$399.00	\$259.00	71,000	\$766.00	\$498.00
\$1,200	\$45.00	\$29.00	33,000	\$410.00	\$267.00	72,000	\$775.00	\$504.00
\$1,300	\$48.00	\$31.00	34,000	\$421.00	\$274.00	73,000	\$784.00	\$510.00
\$1,400	\$51.00	\$33.00	35,000	\$432.00	\$281.00	74,000	\$793.00	\$515.00
\$1,500	\$54.00	\$35.00	36,000	\$443.00	\$288.00	75,000	\$802.00	\$521.00
\$1,600	\$57.00	\$37.00	37,000	\$454.00	\$295.00	76,000	\$811.00	\$527.00
\$1,700	\$60.00	\$39.00	38,000	\$465.00	\$302.00	77,000	\$820.00	\$533.00
\$1,800	\$63.00	\$41.00	39,000	\$476.00	\$309.00	78,000	\$829.00	\$539.00
\$1,900	\$66.00	\$43.00	40,000	\$487.00	\$317.00	79,000	\$838.00	\$545.00
\$2,000	\$69.00	\$45.00	41,000	\$496.00	\$322.00	80,000	\$847.00	\$551.00
\$3,000	\$80.00	\$52.00	42,000	\$505.00	\$328.00	81,000	\$856.00	\$556.00
\$4,000	\$91.00	\$59.00	43,000	\$514.00	\$334.00	82,000	\$865.00	\$562.00
\$5,000	\$102.00	\$66.00	44,000	\$523.00	\$340.00	83,000	\$874.00	\$568.00
\$6,000	\$113.00	\$73.00	45,000	\$532.00	\$346.00	84,000	\$883.00	\$574.00
\$7,000	\$124.00	\$81.00	46,000	\$541.00	\$352.00	85,000	\$892.00	\$580.00
\$8,000	\$135.00	\$88.00	47,000	\$550.00	\$358.00	86,000	\$901.00	\$586.00
\$9,000	\$146.00	\$95.00	48,000	\$559.00	\$363.00	87,000	\$910.00	\$592.00
\$10,000	\$157.00	\$102.00	49,000	\$568.00	\$369.00	88,000	\$919.00	\$597.00
\$11,000	\$168.00	\$109.00	50,000	\$577.00	\$375.00	89,000	\$928.00	\$603.00
\$12,000	\$179.00	\$116.00	51,000	\$586.00	\$381.00	90,000	\$937.00	\$609.00
\$13,000	\$190.00	\$124.00	52,000	\$595.00	\$387.00	91,000	\$946.00	\$615.00
\$14,000	\$201.00	\$131.00	53,000	\$604.00	\$393.00	92,000	\$955.00	\$621.00
\$15,000	\$212.00	\$138.00	54,000	\$613.00	\$398.00	93,000	\$964.00	\$627.00
\$16,000	\$223.00	\$145.00	55,000	\$622.00	\$404.00	94,000	\$973.00	\$632.00
\$17,000	\$234.00	\$152.00	56,000	\$631.00	\$410.00	95,000	\$982.00	\$638.00
\$18,000	\$245.00	\$159.00	57,000	\$640.00	\$416.00	96,000	\$991.00	\$644.00
\$19,000	\$256.00	\$166.00	58,000	\$649.00	\$422.00	97,000	\$1,000.00	\$650.00
\$20,000	\$267.00	\$174.00	59,000	\$658.00	\$428.00	98,000	\$1,009.00	\$656.00
\$21,000	\$278.00	\$181.00	60,000	\$667.00	\$434.00	99,000	\$1,018.00	\$662.00
\$22,000	\$289.00	\$188.00	61,000	\$676.00	\$439.00	100,000	\$1,027.00	\$668.00
\$23,000	\$300.00	\$195.00	62,000	\$685.00	\$445.00			
\$24,000	\$311.00	\$202.00	63,000	\$694.00	\$451.00	Anything above \$100,001 --see page 2		
\$25,000	\$322.00	\$209.00	64,000	\$703.00	\$457.00			

*[Handwritten signature]*  
8/25/21