

TOWN OF PARKER COUNCIL AGENDA

September 20, 2021

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public comment or public hearing part of the meeting are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through Facebook Live.

1. TOWN COUNCIL MEETING SCHEDULE

A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call

B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. APPROVAL OF MINUTES - September 7, 2021

B. *CONTRACTS OVER \$100,000*

High Plains Trail IREA Powerline Relocation Construction Contract

Amount: \$228,000

Contractor: IREA (now Core Electric Cooperative)

Department: Parks, Recreation and Open Space, Brett Collins

5. ORDINANCES

A. ORDINANCE NO. 9.339 - Second Reading (Continued from August 2, 2021)

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

B. ORDINANCE NO. 9.332 - Second Reading (To be continued to October 18, 2021)

A Bill for an Ordinance to Approve the Intergovernmental Agreement Among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance

Department: Parks, Recreation and Open Space, Brett Collins

C. ORDINANCE NO. 12.03.6 – Second Reading

A Bill for an Ordinance to Amend Chapter 12.02 of the Parker Municipal Code Concerning Electric-Powered Wheeled Devices, Trail Speeds and Other Code Updates

Department: Town Attorney, Jamie Wynn

D. ORDINANCE NO. 5.03.8 – Second Reading

A Bill for an Ordinance to Amend Chapter 7.01 of the Town of the Parker Municipal Code Concerning Electric Personal Assistive Mobility Devices

Department: Town Attorney, Jamie Wynn

6. RESOLUTIONS

A. RESOLUTION NO. 21-037

A Resolution to Exempt Amendments to the Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Stacey Nerger

B. RESOLUTION NO. 21-038

A Resolution to Consent to the Assignment and Assumption Agreement By and Between Leila Peaslee Residuary Trust and Howard R. Peaslee, and Plaza Street Partners, LLC, and the Assignment and Assumption Agreement By and Between Plaza Street Partners, LLC and Plaza Street Fund 106, LLC

Department: Town Attorney, Jim Maloney

7. PUBLIC HEARINGS

NEWLIN CROSSING METROPOLITAN DISTRICT

Department: Town Attorney, Kristin Hoffmann

1. RESOLUTION NO. 21-039

A Resolution to Approve the Service Plan for Newlin Crossing Metropolitan District

2. ORDINANCE NO. 9.340 – Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Newlin Crossing Metropolitan District

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

September 20, 2021

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Compark default: Compark Village Filing No. 7, Amendment 1 Subdivision Agreement
2. Compark/Nicks Investments default: Compark Village Filing No. 11 Subdivision Agreement
3. Norton Annexation/Summerset Reimbursement
4. Proposed Douglas County School District School Resource intergovernmental agreement
5. Proposed Subdivision Settlement Participation Agreement/Memorandum of Understanding with the State of Colorado concerning the recent Opioid Settlement
6. Proposed assignment and assumption of the Amended and Restated Stroh/Hess Ranch Annexation Agreement (Southern Property) dated September 21, 2015

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

7. Town Administrator Evaluation Process
8. Town Attorney Evaluation Process

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 7, 2021**

Mayor Jeff Toborg called the Town Council meeting to order at 5 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in the Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(b) there were two (2) items; the first item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions concerning the proposed assignment and assumption of the Amended and Restated Stroh/Hess Ranch Annexation Agreement (Southern Property) dated September 21, 2015; and the second item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions regarding Section 13.07.020(h) of the Parker Municipal Code concerning the exemption plat for Pace Lot 2. Under C.R.S. § 24-6-402(4)(e) there was one item which was concerning the Proposed Newlin Crossing Metropolitan District Service Plan and intergovernmental agreement and amendment to the annexation agreement.

Before going into the Executive Session, the following discussion took place regarding the proposed Newlin Crossing Metropolitan District Service Plan and intergovernmental agreement and amendment to the annexation agreement. Following discussion by Town Council, it was determined that Councilmember Poage's conflict of interest as it relates to residential metropolitan district service plans or amendment to a residential district service plan remains. In determining the conflict of interest, two questions were asked of her: (1) Could she treat each application for a metropolitan district service plan as separate and distinct from any other application for a residential metropolitan district – she responded yes; and, (2) Will she base her decision to approve or deny an application for a metropolitan district on the evidence presented at the public hearing and the application of that evidence to the criteria contained in the Town Code – she responded no. Council determined that the motion that was previously passed determining that Councilmember Poage could not be fair and impartial and disqualified her from participating in any application for a service plan or service plan amendment concerning residential metropolitan districts was still valid.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:13 p.m., to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Councilmember Poage left the Executive Session meeting at 5:48 p.m.

Joshua Rivero moved and Todd Hendreks seconded to come out of the Executive Session at 5:57 p.m.

Todd Hendreks moved and Joshua Rivero seconded to recess the regular Town Council meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the Town Council meeting at 7 p.m. and led the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

There was no one present to provide an update.

DOWNTOWN BUSINESS ALLIANCE UPDATES

There was no one present to provide an update.

PUBLIC COMMENTS

There were four written general public comments, which will be attached to the approved minutes.

- Alryne Cook, 12507 Venable Creek Street, commented regarding traffic on Motsenbocker, traffic noise from Motsenbocker, and speed on Motsenbocker.
- Tejendra Dhakal, 12723 Buffington Trail, commented on traffic on Motsenbocker, traffic noise from Motsenbocker, and speed on Motsenbocker. He also spoke about drainage in the area with new development coming soon and suggested that less dense housing in the new development would be beneficial.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings they attended since the last Council meeting.

The Mayor called for a Special Town Council Meeting on October 11, 2021, at 5 p.m.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 16, 2021 & August 23, 2021*
- B. *ORDINANCE NO. 9.332 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance
Department: Parks, Recreation and Open Space, Brett Collins
Second September 20, 2021
Reading:
- C. *ORDINANCE NO. 12.03.6 – First Reading*
A Bill for an Ordinance to Amend Chapter 12.02 of the Parker Municipal Code Concerning Electric-Powered Wheeled Devices, Trail Speeds and Other Code Updates
Department: Town Attorney, Jamie Wynn
Second September 20, 2021
Reading:

- D. *ORDINANCE NO. 5.03.8 – First Reading*
A Bill for an Ordinance to Amend Chapter 7.01 of the Town of the Parker Municipal Code Concerning Electric Personal Assistive Mobility Devices
Department: Town Attorney, Jamie Wynn
Second September 20, 2021
Reading:
- E. *ORDINANCE NO. 9.340 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Newlin Crossing Metropolitan District
Department: Town Attorney, Kristin Hoffmann
Second September 20, 2021
Reading:
- F. *CONTRACT OVER \$100,000*
1. *Professional Services Agreement for Conceptual/Preliminary Design for Lincoln Avenue Widening Project*
Amount: \$499,984.00
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Bob Exstrom
- G. *PROCLAMATION - Constitution Week - September 17 - 23, 2021*

Cheryl Poage moved to remove Consent Agenda item 6F for discussion.

Laura Hefta seconded the motion.

The motion passed 3-3 with the Mayor voting to remove the item from the Consent Agenda for discussion. (Poage, Hefta, Barrington voted yes.) (Diak, Rivero, Hendreks voted no.)

Joshua Rivero moved to approve Consent Agenda items 6A, 6B, 6C, 6D, and 6G.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve Consent Agenda item 6E.

Todd Hendreks seconded the motion.

The motion passed with a 5-1 vote. (Poage voted to abstained.)

After discussion about the item, Cheryl Poage moved to approve Consent Agenda item 6F.

Laura Hefta seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

A. ANTHOLOGY NORTH - Planned Development Amendment No. 3

Applicant: PCS Group
Location: Generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road
Department: Community Development, BrieAnna Simon
TRAKiT No.: Z21-008

Mayor Toborg opened at 7:24 p.m.

The applicant is proposing an amendment to the Anthology North Planned Development (PD) zoning through a revision of the Development Plan. The purpose of the PD zoning amendment is to relocate the previously approved South Metro Fire/Rescue Authority (SMFRA) fire station location from Planning Area 19 adjacent to the Horse Creek residential neighborhood to the northwest corner of the intersection of Chambers Road and Great Plain Way. The proposed relocation of the fire station will address the concerns of residents, the Town Council and the Planning Commission about nuisance impacts on the Horse Creek neighborhood from emergency response activities.

Applicant:

Chris Elliott, 7353 S. Alton Way, stated this was a win-win-win situation. The move of the fire station was a positive move for all involved.

Fire Chief Mike DellOrfano was also present for questions. He stated it would be approximately five years before the construction of the fire station takes place. The station at Stroh will serve this area until the new station is constructed.

Public Comment: None

The Public Hearing was closed at 7:33 p.m.

ORDINANCE NO. 3.308.3 - Second Reading

A Bill for an Ordinance to Amend the Anthology North Development Plan Second Amendment Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

John Diak moved to approve Ordinance No. 3.308.3 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

B. PARKER NORTH, 1ST AMENDMENT, TRACT D PROPERTY ANNEXATION

Applicant: Town of Parker
Location: The east side of Parker Road, north of Parkglenn Way
Department: Community Development, Bryce Matthews
TRAKiT Nos.: ANX21-003 and Z21-001

Mayor Toborg opened at 7:38 p.m.

The Parker North Tract D parcel, currently in unincorporated Douglas County, is located in the Parker Road Corridor and was a remnant of the Parker North residential neighborhood. The subject parcel is approximately 0.27 acres in total area and was conveyed by Douglas County to the Town in September, 2020. The purpose of the acquisition was to provide the opportunity for a multi-use trail along Parker Road and create an enclave for the potential annexation of unincorporated land on the west side of Parker Road in the future.

The Town proposes to annex the Parker North Tract D parcel and proposes to zone the property as PF-Public Facilities. The PF zoning will permit future public improvements such as a multi-use trail and associated grading or drainage if necessary. In addition, it will close a gap in the Town's border on the east side of Parker Road to create an enclave whereby the Town surrounds land within unincorporated Douglas County south of NAPA Auto Parts on the west side of Parker Road that may be annexed in the future after a period of three (3) years from annexation has elapsed.

The Parker North Tract D Property is located within the Town's Planning Area for future growth and development, is identified in the 2020 Three-Mile Plan as an annexation opportunity and is recommended for future annexation in the Parker 2035 Master Plan. Our review of the annexation map indicates that the subject property satisfies the contiguity requirement of the Municipal Annexation Act of 1965, specifically C.R.S. § 31-12-104(a). The proposed annexation is consistent with the Town Master Plan, Parker Road Corridor Plan and land use policies for future growth and development.

The Planning Commission held a public hearing for the proposed zoning application on August 12, 2021, and made a unanimous recommendation of approval.

Public Comment: None

The Public Hearing was closed at 7:44 p.m.

1. RESOLUTION NO. 21-036

**A Resolution to Establish the Findings of Fact and Conclusions Thereon
Concerning the Eligibility of the Town Parker North, 1st Amendment, Tract D
Property for Annexation**

Todd Hendreks moved to approve Resolution No. 21-036.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

2. **ORDINANCE NO. 2.277 - Second Reading**

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Parker North, 1st Amendment, Tract D Property

Laura Hefta moved to approve Ordinance No. 2. 277 on second reading.

John Rivero seconded the motion.

The motion was approved unanimously.

3. **ORDINANCE NO. 3.359 - Second Reading**

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Town Parker North, 1st Amendment, Tract D Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Joshua Rivero moved to approve Ordinance No. 3.359 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 7:48 p.m.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Acting Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: September 20, 2021

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **High Plains Trail IREA Powerline Relocation Construction Contract**

Amount: **\$228,000**

Contractor: **IREA (now Core Electric Cooperative)**

Department: **Parks, Recreation and Open Space,
Brett Collins**

EXECUTIVE SUMMARY

The High Plains Trail project will require the relocation of an Intermountain Rural Electric Association (IREA) overhead electric line to accommodate the new bridge and trail. Approval of a construction service agreement with IREA will be necessary so that they can perform the work. Please see the attached project location map and preliminary construction drawing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora (The Partners Group) to design, construct and maintain a one-mile trail gap. The trail will connect the Cherry Creek Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and E. Cottonwood Drive.

The Partners Group was formed approximately five years ago to raise funding, plan, design, engineer, and construct the High Plains Trail project. Project funding was committed by the Partners Group, Denver Regional Council of Governments, Great Outdoors Colorado, E-470 Authority, and the City of Centennial in the amount of \$7,910,946.

The project is now moving into the construction phase and includes the need to relocate an existing IREA overhead electric line to accommodate the alignment of the new bridge and trail across Parker Road. The construction contract will be between the Town and IREA.

FINANCIAL IMPACT

The IREA estimated cost for the overhead electric line relocation is \$190,000. IREA's standard agreement provides that additional expenses may be incurred due to unforeseen construction

issues or special procedures, and IREA can issue a change order for these costs. Staff is including a 20% contingency to the IREA cost estimate to cover any unforeseen expenses for a total contract amount not to exceed \$228,000. Funding is budgeted for the expense in the 2021 Parks, Recreation, and Open Space account.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

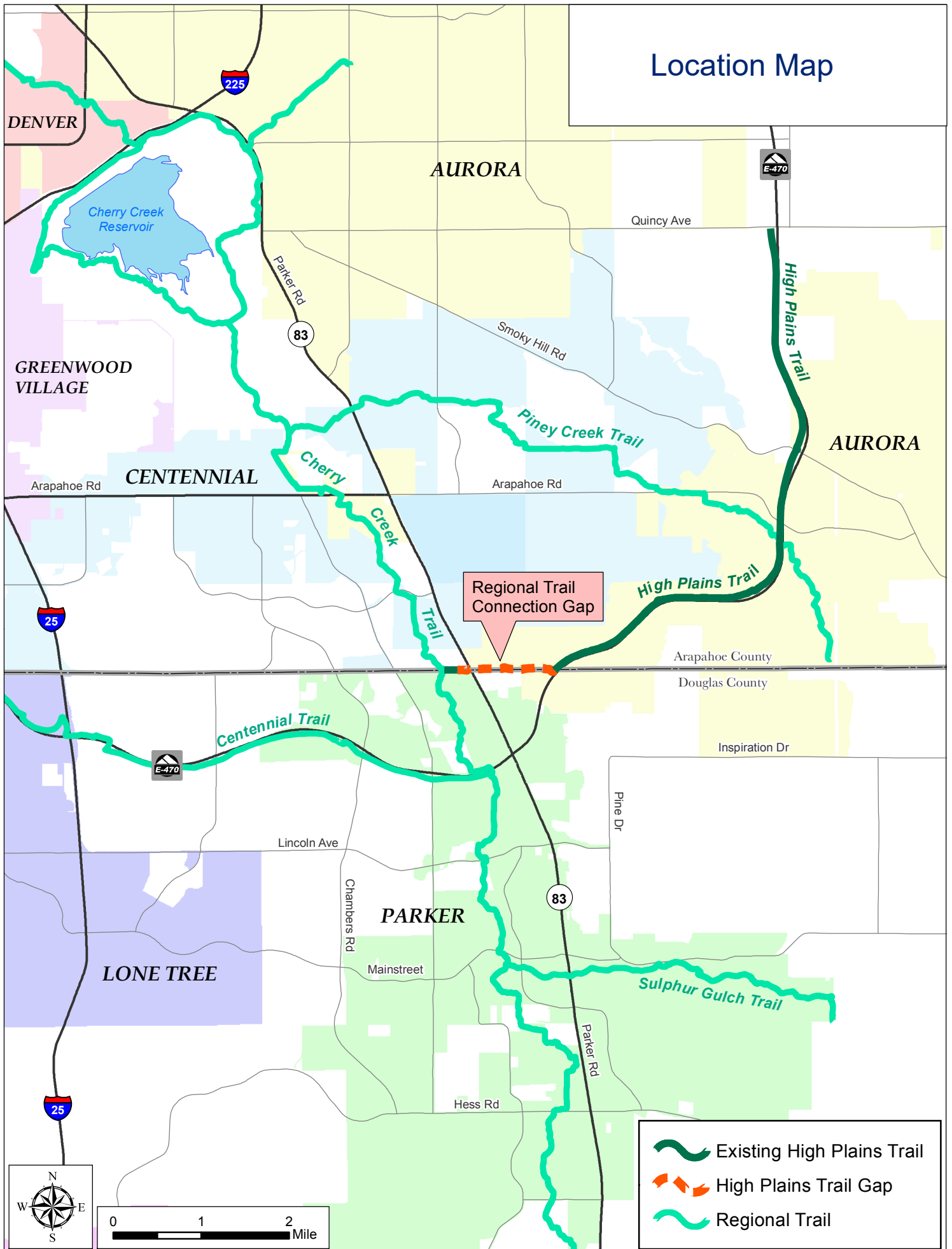
ATTACHMENTS

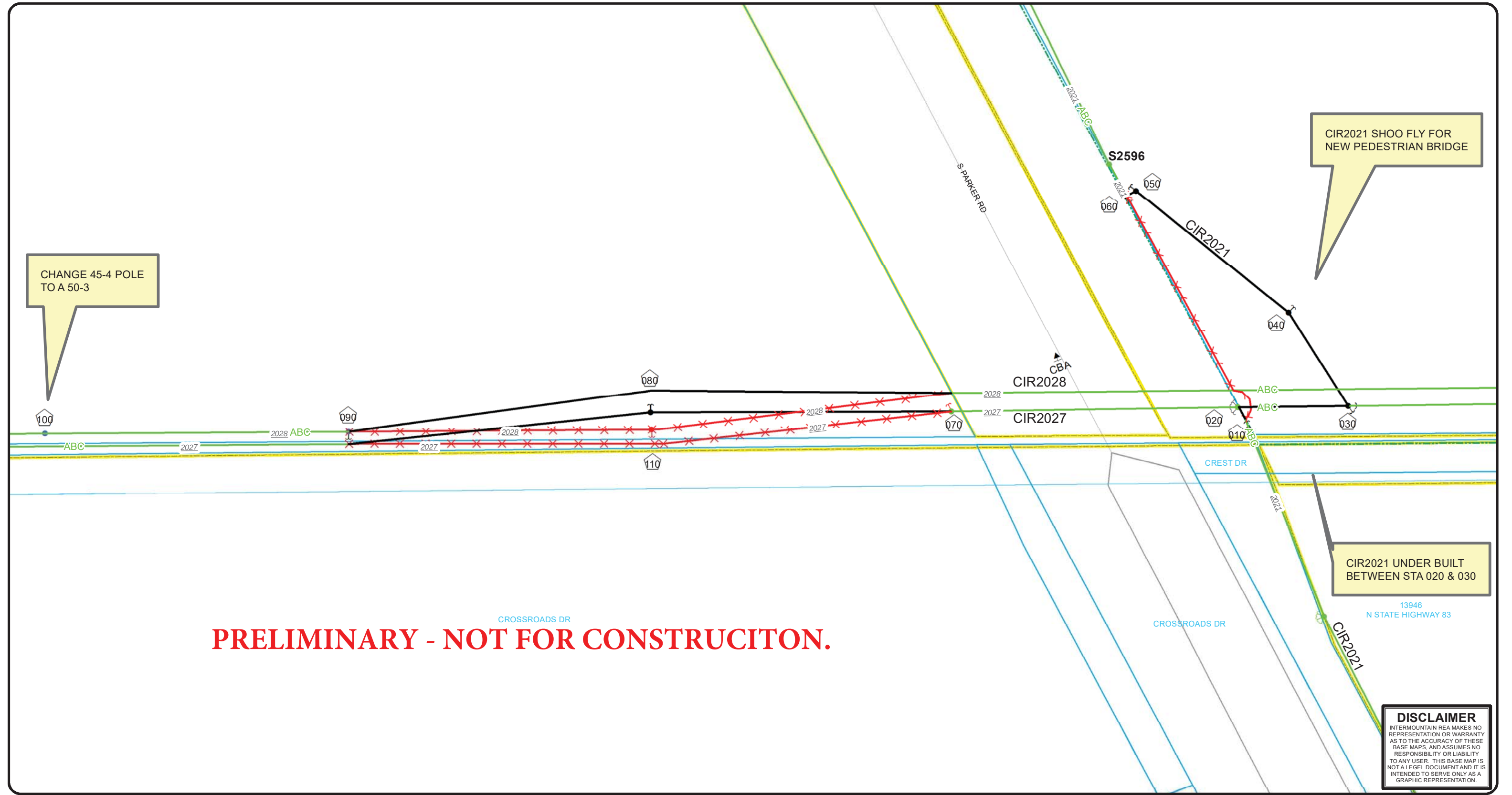
1. Location Map
2. Preliminary Construction Drawing_IREA Electric Line

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

Location Map





INTERMOUNTAIN
RURAL ELECTRIC
ASSOCIATION
Colorado 16 Jefferson
Sedalia, Colorado

N
W
E
S

0

50

100

200

Feet

Job Type: Sedalia-Customer SI				Meter Type:	Design Date:	Released To:	Permit Req.: Y
County: DOUGLAS				# of Meters:	Released By:	Date:	
TwpRng-Sec Qtr: 0566-33				Amp.:	Inspector:	Date:	ROW Req.: Y
Feeder: 2021 Phase: 3 Ph				Voltage: 12470	Contractor:	Date:	
PERMITS & CONFLICTS				Trans. #:	Energized Date:	As-Built:	Tap Fee:
JOINT USE							
Phone: Y	CaTv: Y	Phone: Y	Amp.:				
Water: Y	Gas: Y	CaTv: Y	Voltage: 12470				
Hwy: Y		Other:	Trans. #:				

ELD2305-1	Designer: James Elmer	
Job Name: PARKER RELOCATE FOR PEDESTRIAN BRG		
Location: Parker Rd @ Doug/Arapahoe CNTY Border		
Customer: TOWN OF PARKER		
Contact: TOM GILL		
Ph: (303) 805-3190		Mobile:
Fax:		
Email:		



Request for Town Council Action

Date: September 20, 2021

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.339 - Second Reading (Continued from August 2, 2021)**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and Douglas County have identified Newlin Gulch at Recreation Drive as a reach of major drainageway requiring repair and rehabilitation to support existing and future Town growth. The Town, MHFD, and Douglas County intend to partner in funding and managing the conceptual design of improvements for this reach and the at-grade road crossing by executing an intergovernmental agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainageway projects within the Town. The reach of Newlin Gulch to be improved is adjacent to both the Parker Recreation Center and Challenger Park and includes the existing at-grade stream crossing of Recreation Drive. This reach is prone to shallow flooding of the surrounding parks, drive aisles, and parking lots during minor storm events due to a bottleneck located within the Town and downstream of the roadway crossing. This bottleneck has been exasperated as the system has aggraded over time, reducing the already limited capacity. A conceptual design will allow the Town, County, and MHFD to appropriately budget final design and construction dollars for future years in an effort to mitigate the bottleneck and expand the channel's capacity for conveyance. Although the project area resides primarily within the County, this project proposes to improve the at-grade crossing of Recreation Drive which is currently maintained and operated by the Town. This at-grade crossing frequently inundates

during even moderate storm events, requiring closure and reopening by Town staff and presenting a danger to motorists attempting to access the Town recreation center.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2021 budget approved by Town Council. The 2021 contributions will fund the conceptual design and any remaining funds will be utilized towards final design. Once conceptual design has been completed, this IGA will be amended to provide funding from the County and additional funding from the Town and MHFD for final design and construction.

2021 Design:

Town of Parker \$100,000

MHFD \$100,000

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.339

RECOMMENDED MOTION

I move to approve Ordinance No. 9.339 on second reading.

NEWLIN GULCH AT RECREATION DR.

CENTENNIAL

AURORA

MERIDIAN

PROJECT
LOCATION

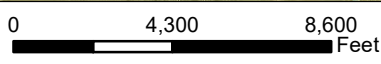
LONE TREE

CHERRY CREEK

PARKER ROAD
(SH-83)

TOWN OF
PARKER

CHERRY CREEK



Stormwater

-  Inlet
-  Inlet - by Others
-  Outfall
-  Outfall - by Others
-  Manhole
-  Manhole - by Others
-  Storm Pipe
-  Storm Pipe - by Others
-  Culvert
-  Culvert - by Others
-  Channel or Swale
-  Channel or Swale - by Others

-  Drop or Check
-  Drop or Check - by Others
-  Streams
-  Pond
-  Pond - by Others
-  Retention Pond
-  Retention Pond - by Others

Other Features

-  Floodway
-  100 Year Floodplain
-  Riparian Conservation Zone
-  Maintenance Regions
-  Town Boundary

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.339, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE (AGREEMENT NO. 21-05.23, PROJECT NO. 108504) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23

Project No. 108504

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering, dated 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Newlin Gulch at Recreation Drive (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 67, Series of 2020) for drainage and flood control facilities in which PROJECT was included in the 2021 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2021 subsequent to public hearing (Resolution No. 64, Series of 2021) which includes funds for PROJECT; and

WHEREAS, DISTRICT'S Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 41, Series of 2021); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **SCOPE OF PROJECT**

A. **Final Design.** PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall at Newlin Gulch as Recreation Drive, as shown on Exhibit A.

B. **Construction.** PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$200,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 200,000
2. Construction *	\$ -0-
3. Contingency	\$ -0-
Grand Total	\$ 200,000

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$100,000
TOWN	50%	\$100,000
TOTAL	100%	\$200,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$100,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that TOWN owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its

use for drainage and flood control purposes pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, TOWN shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as TOWN has taken reasonable action to stop those actions. In the event TOWN breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN upon request.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings.. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.
9. MAINTENANCE
- PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN'S request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT'S annual Maintenance Work Program.
- DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.
10. FLOODPLAIN REGULATION
- TOWN agrees to regulate and control the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.
- PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.
11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 E. Mainstreet, Parker, Colorado, 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN'S sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to

PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above.

All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD
CONTROL DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Checked By

Name Ken A. MacKenzie

Title Executive Director

Date _____

TOWN OF PARKER

Jeff Toborg, Mayor

Date _____

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

By: _____
DOUGLAS J. DEBORD, County Manager

APPROVED AS TO FISCAL CONTENT:

ANDREW COPLAND, Director of Finance

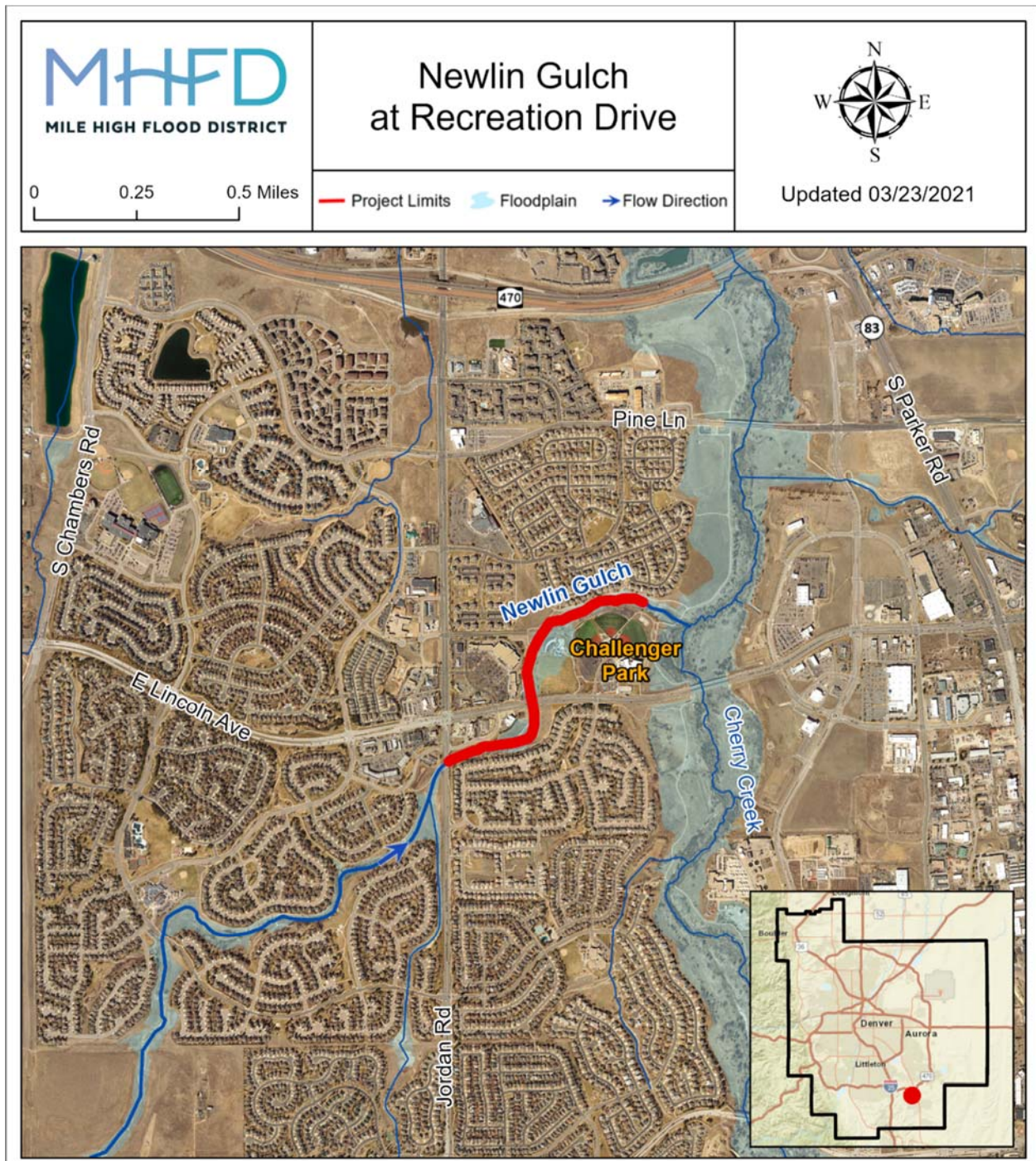
APPROVED AS TO LEGAL FORM:

CHRIS PRATT, Assistant County Attorney

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23

Exhibit A





Request for Town Council Action

Date: September 20, 2021

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.332 - Second Reading (To be continued to October 18, 2021)**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance
Department: Parks, Recreation and Open Space, Brett Collins

EXECUTIVE SUMMARY

The High Plains Trail project is a regional partnership between the Town of Parker, Douglas County, Arapahoe County, and the City of Aurora (The Partners Group) to design, construct and maintain a one-mile trail gap. The project will connect the Cherry Creek Trail to the High Plains Regional Trail at the Douglas/Arapahoe county line near Highway E-470 and E. Cottonwood Drive. Please see the attached location map.

The funding agreement approved by the Council on June 7, 2021, between Arapahoe County and the Town of Parker requires a maintenance agreement to transfer the funds between the agencies. Staff recommends approval of the maintenance agreement so the County can start the construction process for the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Partners Group was formed approximately five years ago to raise funding, design and construct the High Plains Trail project. Project funding was committed by the Partners Group, Denver Regional Council of Governments, Great Outdoors Colorado, E-470 Authority, and the City of Centennial in the amount of \$7,910,946.

To better define the phases for design, construction and maintenance, a trail segments map was created. The total project includes four segments and is a one-mile trail connecting the High Plains Regional Trail at the Douglas/Arapahoe County Line to the Cherry Creek Regional Trail at Arapahoe County's 17 Mile House property. Please see the attached trail segments map. The project will be constructed in phases based on the segments. The construction drawings for

segment one are 100% complete and include a trail underpass round-a-bout, 255-foot pedestrian/bicycle bridge, railings, bridge abutments, and a 10-foot wide concrete trail. Please see the attached renderings.

Arapahoe County will be the lead agency to construct the High Plains Trail project. On June 7, 2021, the Town Council approved Ordinance No. 9.283.2 for a Funding Agreement to allow for the transfer of funds held by the Town to Arapahoe County to get the construction completed. The City of Aurora is working on a similar agreement to transfer their funds to the County and the other funding is already held by the County.

The funding agreements require a maintenance agreement to be in place before transferring the funds to the County. The maintenance agreement negotiated between the Town of Parker, Arapahoe County, and the City of Aurora outlines responsibilities for routine trail maintenance, major trail repairs, and major bridge and abutment repairs or replacement.

The summary chart below shows the maintenance responsibilities for each agency.

The Town of Parker will not take on any additional routine maintenance costs for the trails in the area. Arapahoe County will be responsible for 100% of the Routine Maintenance costs for Segment I. The City of Aurora or another entity will be responsible for 100% of the Routine Maintenance costs for Segments II, III, IV.

The Town will be responsible for contributing 50% of the costs associated with the Major Trail Repairs, which will be split with Arapahoe County for Segment I.

Arapahoe County, the City of Aurora, and the Town of Parker will each be responsible for 33% of the Major Bridge and Abutment Repairs or Replacement.

Please see Exhibit B of the agreement attached to Ordinance 9.332 for details on each maintenance category.

	Routine Trail Maintenance	Major Trail Repairs	Major Bridge and Abutment Repairs or Replacement
Town of Parker	No additional costs	Segment I (50% of costs)	Segment I (33% of costs)
Arapahoe County	Segment I (100% of costs)	Segment I (50% of costs)	Segment I (33% of costs)
City of Aurora	Segments II, III, IV (100% of costs)	Segments II, III, IV (100% of costs)	Segment I (33% of costs)

FINANCIAL IMPACT

There will be costs for the Town associated with the major trail repairs and major bridge and abutment repairs or replacement, which are most likely 20-30 years away, and costs will depend on maintenance needs at the time, subject to future budgets and appropriations by Town Council.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**

ATTACHMENTS

1. Ordinance No. 9.332
2. Location Map
3. Trail Segments Map
4. Renderings

RECOMMENDED MOTION

I move to continue Ordinance No. 9.332 to October 18, 2021, for second reading.

ORDINANCE NO. 9.332, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AMONG ARAPAHOE COUNTY, THE TOWN OF PARKER, AND THE CITY OF AURORA REGARDING HIGH PLAINS REGIONAL TRAIL MAINTENANCE

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement among Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains Regional Trail Maintenance, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT AMONG ARAPAHOE COUNTY, THE TOWN OF PARKER AND THE CITY OF AURORA REGARDING HIGH PLAINS REGIONAL TRAIL MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2021, by and among the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the “County”), the **TOWN OF PARKER** a Colorado home rule municipality (“Town”), and the **CITY OF AURORA**, (the “City”), (collectively, the “Parties” and individually a “Party”).

RECITALS

WHEREAS, the County is the owner of 29.33 acres of fee property, which includes the historic 17 Mile House Farm and Park (herein referred to as the “County Property”); and

WHEREAS, the County has historically anticipated construction of a future public recreational trail in the southwest corner of the County Property to connect to the Cherry Creek Trail; and

WHEREAS, the County, Town, and City have historically anticipated construction of a pedestrian bridge across South Parker Road (“CDOT Property”); and

WHEREAS, a portion of the Norton Farms Property is necessary to complete the trail (“Parker Property”); and

WHEREAS, the County, Town, and City have historically anticipated construction of a future public recreational trail along the south side of the future Aurora Parkway within an easement on property owned by the Kings Point developer and Douglas County Associates Limited Partnership (“Kings Point Properties”); and

WHEREAS, the County and Town have entered into separate Intergovernmental Agreements Regarding Funding Related to Design Improvements and Construction, (the “Design Improvements”), in which the County and Town agreed that ongoing maintenance obligations for the High Plains Trail would be addressed by a future intergovernmental agreement between the County and Town; and

WHEREAS, the County, Town, and City desire to fulfill the Parties’ obligations regarding maintenance of the High Plains Trail as set out in **Exhibits A** (the “Trail Segments”), **B** (the “Routine Maintenance” and “Major Repairs”) (both as defined herein) and **C** (the “Maintenance Area Delineation Parker and Arapahoe”), which are attached hereto and incorporated by this reference; and

WHEREAS, the County, Town and City, as Colorado governments, are constitutionally and statutorily empowered, pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the County, Town and City acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the High Plains Trail in order to avoid conflict and to agree to the terms for operating and maintaining the High Plains Trail.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

1. TRAIL AND BRIDGE MAINTENANCE AREA RESPONSIBILITIES FOR THE COUNTY, TOWN, AND CITY.

A. The County will be responsible for maintenance of Trail Segment I on the County Property, as shown on Exhibit A, including the bridge across the CDOT Property spanning South Parker Road and the associated bridge abutments.

B. The Town will contribute a monetary share to the County to the Major Repairs for Trail Segment I on the County Property and Parker Property shown on Exhibit A, based on a percentage for cost of the work.

C. The City will be responsible for maintenance of Trail Segments II, III and IV on the Kings Point Properties as shown on Exhibit A.

2. USE AND OCCUPANCY OF HIGH PLAINS TRAIL BY THE COUNTY AND CITY. The County owns a portion of the property in Trail Segment I. CDOT owns a portion of the property in Trail Segment I within the Parker Road right-of-way. Kings Point owns the property in Trail Segments II, III and a portion of Segment IV. Douglas County Associates Limited Partnership owns the property in a portion of Segment IV.

A. The County, its officers, agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the County respectively, will obtain a right-of-way permit to use and occupy the portion of the High Plains Trail and Bridge within the CDOT Property designated for use, as depicted in Exhibit A, for the purposes of maintaining and operating the improvements in Trail Segment I in accordance with and as more particularly described in Exhibit B, subject to the terms of this Agreement;

B. The Town grants the County access to perform routine maintenance for the trail segment and landscape on the Parker Property shown on Exhibit C from the County Line back to the County Line. All other routine maintenance on the Norton Farms Conservation Easement south of the trail will be performed by the Town.

C. The City will acquire a trail easement from the Kings Point Developer and the Douglas County Associates Limited Partnership Developer through Segments II, III,

and IV depicted in Exhibit A, for the purposes of maintaining and operating the improvements in the Trail Segment areas in accordance with and as more particularly described in Exhibit B, subject to the terms of this Agreement.

3. ROUTINE MAINTENANCE AND MAJOR REPAIRS

A. **Routine Trail Maintenance.** The County accepts responsibility for the Routine Maintenance of the Trail, Bridge and Abutments, including annual bridge inspections in accordance with the County's trail maintenance standards and Exhibit B (the "Routine Maintenance"), at its sole cost and expense within Trail Segment I. The City accepts responsibility for the Routine Maintenance of the Trail in accordance with the City's trail maintenance standards and Exhibit B, at its sole cost and expense within Trail Segments II and IV. The City intends to require the current owner/developer/future metropolitan district to maintain Segment III and will be fully responsible for requiring this maintenance.

B. **Major Trail Repairs.** The County accepts responsibility for major repairs to the trail and surrounding landscape within the County's Property in Trail Segment I including, but not limited to, those types of repairs and modifications listed in Exhibit B (the "Major Repairs"). The City accepts responsibility for major repairs to the trail and surrounding landscape within segments II, III and IV, including, but not limited to, those types of repairs and modifications listed in Exhibit B.

C. **Major Bridge and Abutment Repairs or Replacement.** Based on the annual bridge inspection report, the Parties shall agree, in writing, which Major Repairs are necessary and shall request an appropriation from each of its respective governmental authority to fund such repairs using an engineer's estimate of the costs provided by the County. The County shall be responsible for obtaining any and all required approvals and permits associated with installation of any Major Repairs from CDOT and all applicable local, state, and federal governments.

4. PAYMENT

The Town and the City will compensate the County for thirty-three percent (33%) of the cost of Capital Repairs and Replacement of the Bridge, and the Town will compensate the County for fifty percent (50%) of the services to perform major repairs of the High Plains Trail, as shown on Exhibit A, Segment I, subject to the availability of appropriated funds within their annual budgets. The County and City are responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act or other taxes owed on compensation paid under this Agreement for services performed on their respective responsibilities as shown on Exhibit A, and for Capital Repairs and Replacement of the Bridge services performed as part of this Agreement. The County shall submit requests for payment in a form acceptable to the Town and the City and in conformance with the Town and the City's respective policies, typically on a bi-annual basis when major repairs are needed. The County shall each provide such backup information for its payment requests as may be reasonably requested by the Town and the City. The Town and the City shall have thirty (30) days from receipt of any payment request to make payment to the County.

5. TERM AND TERMINATION OF AGREEMENT. The Parties shall have the right to terminate this Agreement, with or without cause, by giving one hundred eighty (180) days' prior written notice to the other Parties of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County and the City pursuant to this Agreement shall become their property. Unless expressly stated otherwise in the notice, the County and the City shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the County and the City shall proceed to cancel all existing orders and contracts that are chargeable to the Town under this Agreement. The County and the City shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement, prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice.

6. OWNERSHIP OF TRAIL AND BRIDGE. The County will own the trail, bridge and abutments within County-owned and CDOT-owned property on Segment I shown on Exhibit A. The City intends to own the trail on Segments II, III and IV shown on Exhibit A, pending future plans by local developer to create City owned ROW along these Segments.

7. MAINTENANCE OF HEALTH, SAFETY AND WELFARE. The County and the City agree to maintain the Trail Areas, pursuant to this Agreement, in a manner that protects the health, safety and welfare of the public using the High Plains Trail.

8. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, or (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to the County:

Arapahoe County

Attn: Open Spaces and Intergovernmental Relations Director

6934 S. Lima St., Suite A

Centennial, CO 80112

If to the City:

City of Aurora

Attn: Parks, Recreation & Open Spaces Director

15151 E. Alameda Parkway, Suite 4600

Aurora, CO 80012

If to the Town:

Town of Parker

Attn: Parks, Recreation & Open Space Director

20120 E. Mainstreet

Parker, CO 80134

Any Party may change its address for the purposes of notice by giving written notice of such change to the other Parties, in any manner above specified.

9. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County, Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof, except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed, except by a written agreement among the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

E. 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 County, Town or City, or their respective officials, employees, contractors or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the County, Town or City, pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

F. Annual Appropriations. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties' payment obligations hereunder are subject to annual appropriation. The Parties have appropriated sufficient funds for this Agreement for the current fiscal year.

G. Nonassignability. Neither the County, the Town nor the City may assign its rights or delegate its duties hereunder without the prior written consent of the other Parties to this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such

waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Arapahoe County.

K. Binding Agreement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

L. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule, or document shall mean such policy, procedure, law, regulation, rule, or document as it may be amended from time to time.

M. Survival of Representations. Each and every covenant, promise and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

[Remainder of page intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS,
ARAPAHOE COUNTY, COLORADO**

By: _____
Title: _____

ATTEST:

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Deputy Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

THE CITY OF AURORA

By: _____
Mike Coffman, Mayor

ATTEST:

By: _____
Kaydee Rodriguez, City Clerk

REVIEWED BY:

By: _____
Brooke Bell, Parks, Recreation & Open Space Department

APPROVED AS TO FORM:

By: _____
Tim Joyce, Senior Assistant City Attorney

EXHIBIT A

Trail Areas

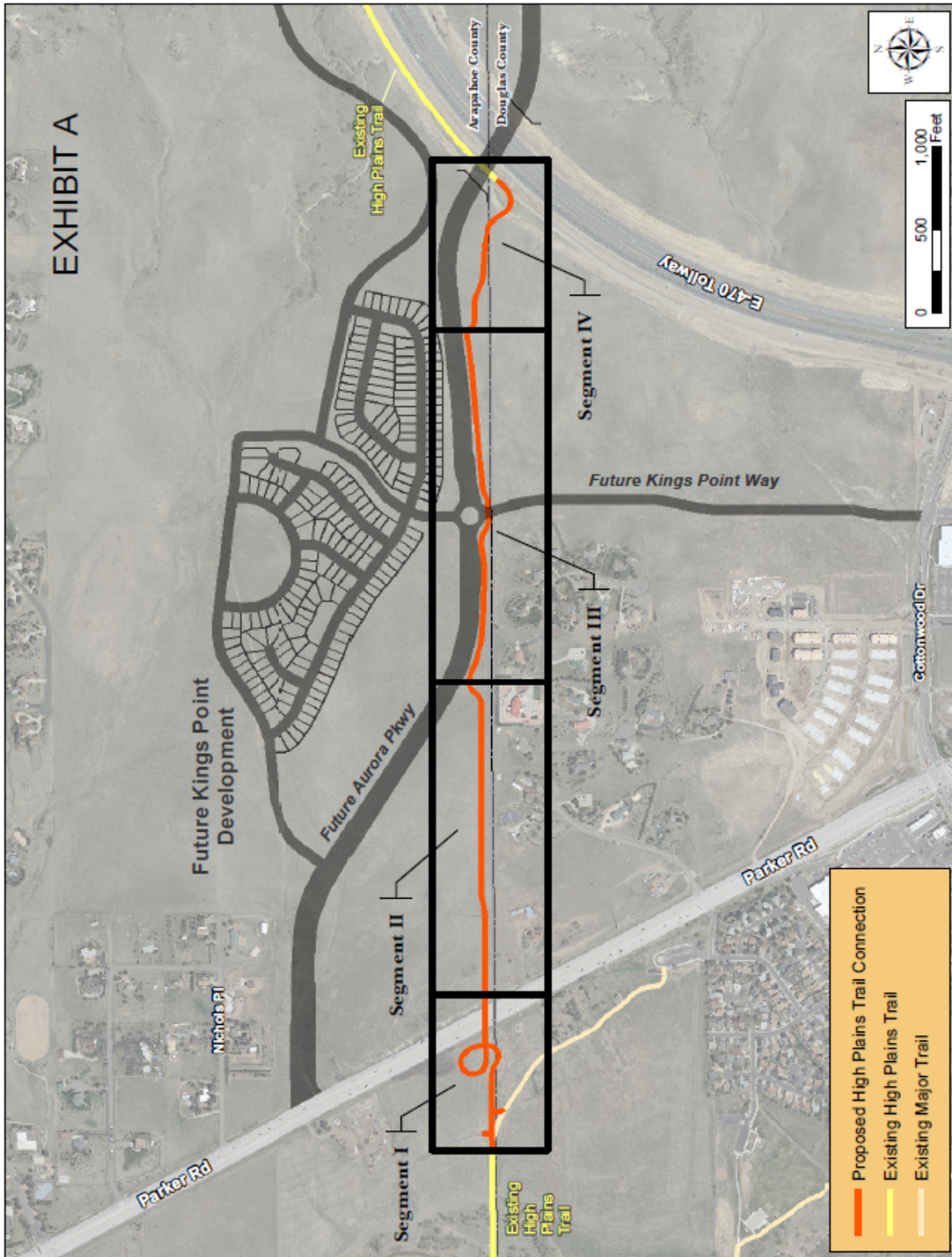


EXHIBIT B

Routine Maintenance and Major Repairs

ROUTINE MAINTENANCE:

The County and the City agree to maintain the Trail Segments, at a minimum, to the standard established throughout the trail system within the County and City, including, but not limited to, the following:

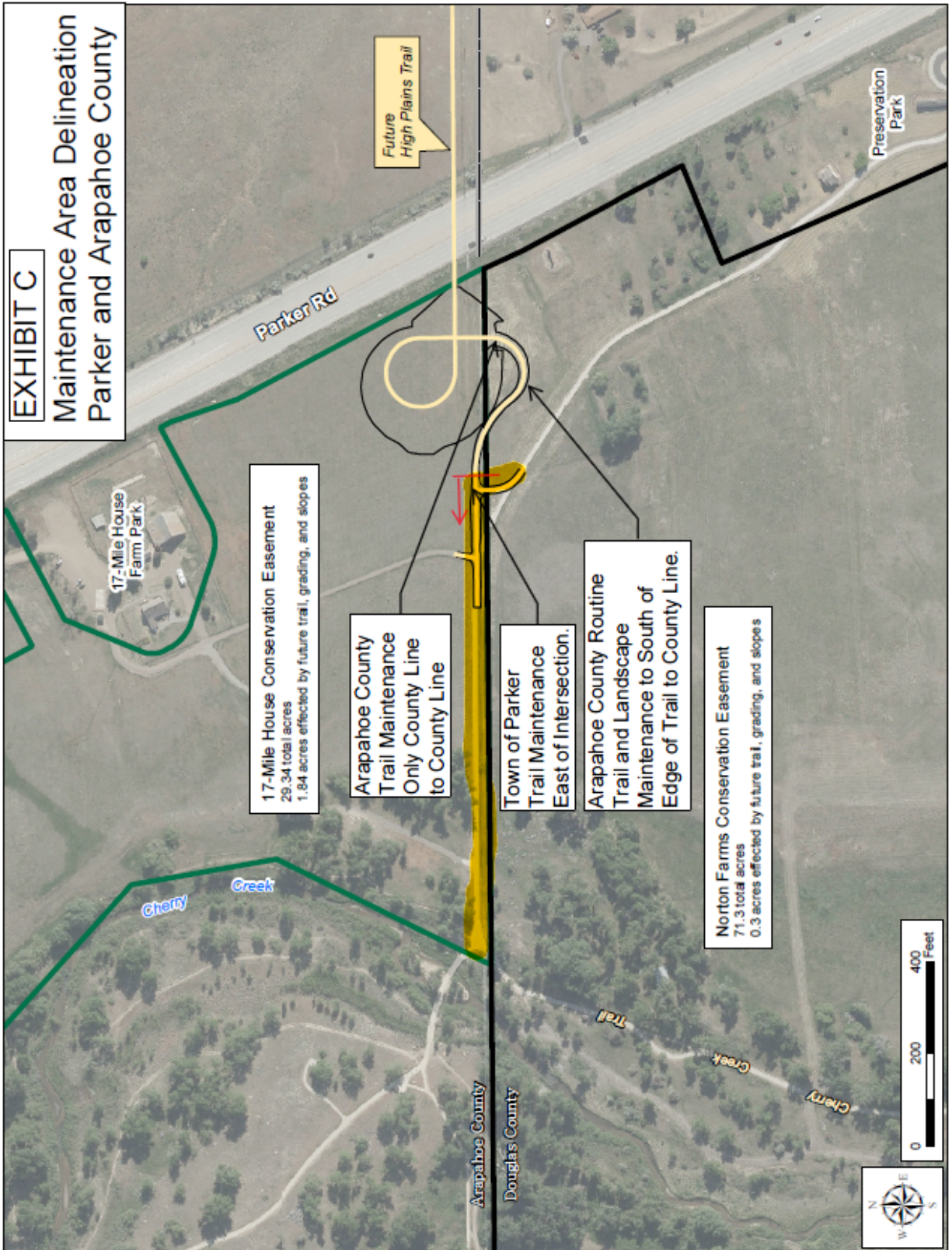
- General trail maintenance and upkeep
- Adjacent shoulder maintenance approximately 2 to 6 feet beyond either side of the trail's edge, to include:
 - Shoulder mowing
 - Trimming (via string trimmer)
 - Washout/rutting/erosion mitigation
 - Vegetation rehabilitation/ weed control
 - Litter/trash removal
- Snow removal and ice mitigation
- Trail sweeping
- Concrete trail crack mitigation and repair, routing, and sealing
- Concrete trail grinding or smoothing and cross-stitching
- Graffiti removal for all surfaces
- Trail sign maintenance, repair, and replacement
- Permit oversight and emergency services
- Landscape and Irrigation
- Minor railing repairs

MAJOR REPAIRS:

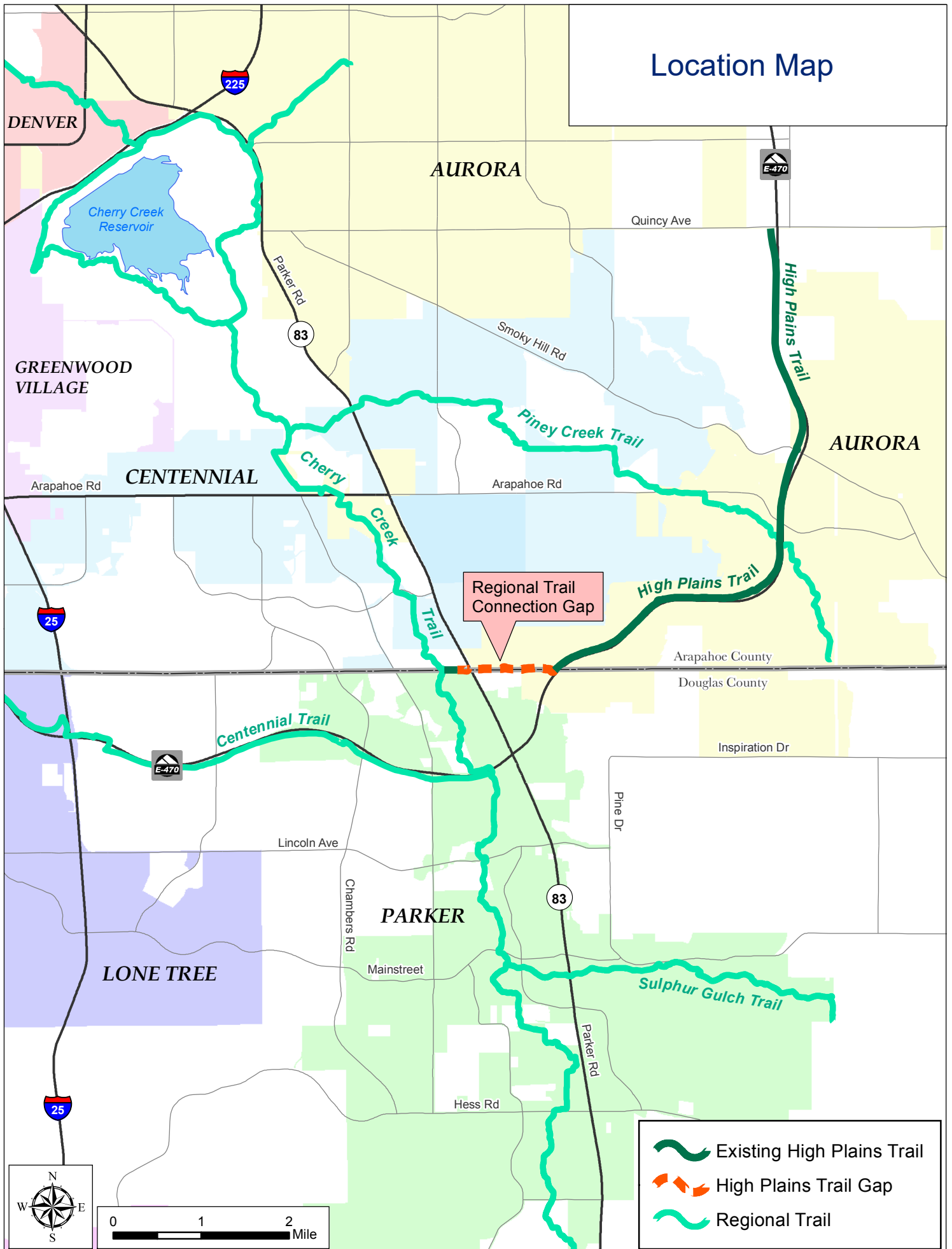
The Parties agree that the following constitute Major Repairs in accordance with Sections 3A and 3B of the Agreement:

- Concrete trail removal and replacement over 500 square feet
- Major railing repair or replacement of 10 or more linear feet
- Installation, repair, or replacement of any trail-supporting wall
- Installation, repair or replacement of any drainage or culvert
- Installation, repair, or replacement of any bridge abutment
- Installation, repair, or replacement of any bridge structure

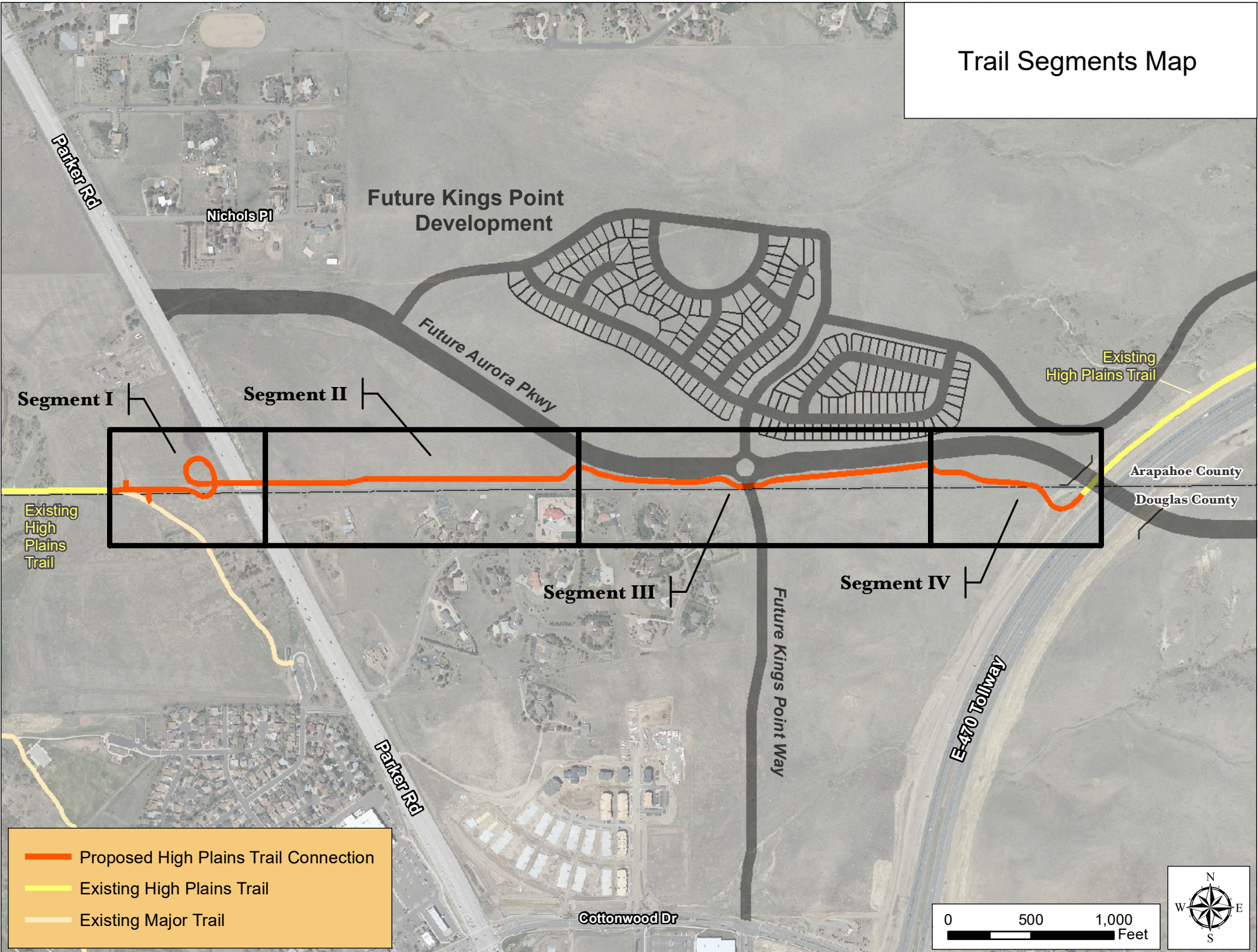
EXHIBIT C



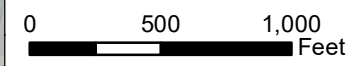
Location Map



Trail Segments Map



- Proposed High Plains Trail Connection
- Existing High Plains Trail
- Existing Major Trail





Stanley Consultants INC.





Request for Town Council Action

Date: September 20, 2021

Submitted By: Mary Colton, Parks and Recreation Director
Brett Collins, Projects Administrator
Jared Musil, Parks and Open Space Manager
Jamie Wynn, Assistant Town Attorney
Ben Shipley

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 12.03.6 – Second Reading**
A Bill for an Ordinance to Amend Chapter 12.02 of the Parker Municipal Code Concerning Electric-Powered Wheeled Devices, Trail Speeds and Other Code Updates
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

With the increase in public usage of devices such as electrical assisted bicycles (e-bikes), electric skateboards, electric scooters, and other similar electric devices on trails, Town staff is looking at updating the Municipal Code provisions to be consistent with other municipalities and to adapt to the changing nature of outdoor recreation. Additionally, it has come to the attention of staff that while the Parks Rules and Regulations specify that the speed limit on trails is fifteen (15) miles per hour, the Municipal Code provision only includes the 15-mile-per-hour speed limit on “all roadways and parking areas within park lands....” The definition of "Director" needs to be updated to the current title, as well as a few other updates that need to be made to reflect current regulations and procedures.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The usage of the Town of Parker park lands and trails has changed since the original Municipal Code provisions were passed in 1989, and while there have been some updates to those sections, there is a need to revisit various sections of the Municipal Code for current-day updates. This will ensure that the Town’s Code provisions related to the use of park lands reasonably conform with the actual usage of those lands, is consistent with similar provisions throughout Colorado’s municipalities, and yet, still maintain the necessary restrictions for the health and safety of our citizens.

The Parks and Open Space Division has been looking at this issue for the last couple of years, as well as reviewing rules, regulations, and code provisions from other local jurisdictions. Based

on the available information and how the usage of the trails and park lands has changed over the last few years, staff is recommending updates to various sections of the Parker Municipal Code.

Staff is proposing updates to the Municipal Code, specifically under Title 12, Chapter 12.02, for the purpose of updating and adding definitions specific to that Chapter, to update the speed limits provision under Section 12.02.190 to include trails in addition to the already included roadways and parking areas, as well as to address specific devices, equipment and/or vehicles that can be used on the Town's trails.

The added and updated definitions under Chapter 12.02 may vary slightly from similar definitions included in Sections 7.03.010, 7.04.010, and 7.07.050; however, since each of these provisions is specific to their individual Chapters, and to keep the necessary provisions in the relevant Chapters for ease of reference, staff recommends that the definitions related to the updates be specifically included in Chapter 12.02.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 12.03.6

RECOMMENDED MOTION

I move to approve Ordinance No. 12.03.6 on second reading.

ORDINANCE NO. 12.03.6, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 12.02 OF THE PARKER MUNICIPAL CODE CONCERNING ELECTRIC-POWERED WHEELED VEHICLES, TRAIL SPEEDS AND OTHER ADMINISTRATIVE UPDATES

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Section 12.02.020 of the Parker Municipal Code is amended to read as follows:

12.02.020 Definitions.

As used in this Chapter:

Director refers to the **Parks, Recreation, and Open Space** Director. The Director shall make and publish such regulations, not inconsistent with the terms of this Chapter, as he or she deems necessary for the orderly use and management of the Town's park and recreation facilities and programs.

Electrical assisted bicycles or e-bikes, means a vehicle having two or three wheels, fully operable pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical assisted bicycles are further defined under one of three classes as follows:

a. Class 1 electrical assisted bicycle means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

b. Class 2 electrical assisted bicycle means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour. A class 2 electrical assisted bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied.

c. Class 3 electrical assisted bicycle means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour. A Class 3 electrical assisted bicycle must be equipped with a speedometer that displays, in miles per hour, the speed the electrical assisted bicycle is traveling.

Electric-powered wheeled device means, other than any other vehicles specifically defined in this Chapter, a non-gas powered electrical mobility device such as an electric single-wheeled skateboard-type ride on device, an electric stand-on scooter, or an electric recumbent bicycle or tricycle. Such devices would not include electric-powered golf carts, quad bikes, all-terrain vehicles, utility task vehicles, or other similar types of devices. For purposes of this Chapter, Electric-powered wheeled devices include what are commonly known as “Electric Personal Assistive Mobility Devices or EPAMDs,” which are self-balancing, nontandem two-wheeled device, designed to transport only one person, that is powered solely by an electric propulsion system producing an average power output of no more than seven hundred fifty watts.

* * *

Motorized Vehicle, for purposes of this Chapter 12.02, has the same definition as specified in Section 7.07.050 of this Code.

Other Power-Driven Mobility Devices or OPDMD means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, but is not a wheelchair as otherwise defined in the 2010 Model Traffic Code, which has been adopted pursuant to Section 7.01.020 of this Code, and may include EPAMDs as defined in this Chapter.

* * *

Section 2. Section 12.02.100 of the Parker Municipal Code is amended by the addition of a new Subsection (c) to read as follows:

12.02.100 Use of motorized vehicles.

* * *

(c) Exceptions to this Section are only as specifically authorized by a valid permit issued by the Parker Police Department, or as otherwise specifically authorized in this Chapter 12.02 or in Chapter 7.03 of this Code.

Section 3. Section 12.02.190 of the Parker Municipal Code is amended to read as follows:

12.02.190 Speed limits.

The speed limit on all roadways, **trails**, and parking areas within park lands is fifteen (15) miles per hour.

Section 4. Chapter 12.02 is amended by the addition of a new Section 12.02.210, Types of vehicles allowed on Town trails, of the Parker Municipal Code to read as follows, and renumbering Sections 12.02.210 through 12.02.230 accordingly:

12.02.210 Types of vehicles allowed on Town trails.

The following specific types of vehicles or devices are allowed on the Town's trails subject to any restrictions specified in this Code, or any Town rules and regulations, adopted pursuant to Section 12.02.220 of this Chapter:

(1) Any fully human-powered wheeled device, such as a stroller, wagon, skateboard, bicycle, recumbent bicycle, or other similar types of devices;

(2) Class 1 and Class 2 electrical assisted bicycles. Class 3 electrical assisted bicycles are prohibited on Town trails;

(3) Other Power-Driven Mobility Devices ("OPDMD"), subject to the following provisions and restrictions:

a. The operator or passenger of an OPDMD must be a person with a mobility disability and Town personnel may ask patrons if they are using the OPDMD because of a disability in accordance with Americans with Disabilities Act (ADA) regulations;

b. The operator of an OPDMD must remain in control of the device at all times;

c. An OPDMD is allowed only in areas of park lands, hard surface trails, or facilities in which the general public is allowed;

d. The operator of an OPDMD must abide by all speed limits either as specified in this Code, or as otherwise posted on park lands;

e. All OPDMD devices shall be driven, to the extent possible, on the right side of the circulation route;

f. An OPDMD shall not exceed more than one-half the width of any trail;

g. An OPDMD shall not weigh more than 500 pounds;

h. The operator of an OPDMD shall not use such a device on any park lands if the use of the device will cause damage to the land, infrastructure or facilities;

i. The operator of an OPDMD shall not use the device while intoxicated;

j. The operator of an OPDMD is prohibited from carrying another person on the device, unless it is specifically made to carry more than one passenger;

k. The operator of an OPDMD is prohibited from carrying any object on the device that may make the device less stable;

l. The operator of an OPDMD shall not operate the device in a dangerous or reckless manner;

m. An OPDMD may not be operated on park lands or Town trails between dusk and dawn;

n. The parking of an OPDMD shall not impede normal pedestrian or other vehicle/device movements;

o. An individual without a mobility disability is prohibited from using an OPDMD, unless they are the operator of an OPDMD on which a person with a mobility disability is a passenger and the device is specifically manufactured for more than one individual;

p. An operator of an OPDMD must abide by any other Town rules and regulations adopted pursuant to Section 12.02.220 of this Chapter.

(4) Electric personal assistive mobility devices (EPAMD) or electric-powered wheeled devices, subject to the following provisions and restrictions:

a. The operator of such a device must remain in control of the device at all times;

b. The operator of an EPAMD or electric-powered wheeled device must abide by all speed limits either as specified in this Code, or as otherwise posted on park lands;

c. All EPAMD or electric-powered wheeled devices shall be driven or ridden, to the extent possible, on the right side of the circulation route;

d. An EPAMD or electric-powered wheeled device shall not exceed more than one-half the width of any trail;

e. An EPAMD or electric-powered wheeled device shall not weigh more than 500 pounds;

f. The operator of an EPAMD or electric-powered wheeled device shall not use such a device on any park lands if the use of the device will cause damage to the land, infrastructure or facilities;

g. The operator of an EPAMD or electric-powered wheeled device shall not use the device while intoxicated;

h. The operator of an EPAMD or electric-powered wheeled device is prohibited from carrying another person on the device, unless the device is specifically manufactured for more than one individual, and any operator is prohibited from carrying any object on the device that may make the device less stable;

i. The operator of an EPAMD or electric-powered wheeled device shall not operate the device in a dangerous or reckless manner;

j. The parking of an EPAMD or electric-powered wheeled device shall not impede normal pedestrian or other vehicle/device movements;

k. An operator of an EPAMD or electric-powered wheeled device must abide by any other Town rules and regulations adopted pursuant to Section 12.02.220.

(5) While certain gas-powered OPDMD devices may be allowed if compliant with Paragraph 3 above, no other gas-powered device shall be allowed on Town trails, unless a permit has been issued as provided in Paragraph (3) above.

Section 5. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 20, 2021

Submitted By: Mary Colton, Parks and Recreation Director
Brett Collins, Projects Administrator
Jared Musil, Parks and Open Space Manager
Jamie Wynn, Assistant Town Attorney
Ben Shipley

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.03.8 – Second Reading**
A Bill for an Ordinance to Amend Chapter 7.01 of the Town of the Parker Municipal Code Concerning Electric Personal Assistive Mobility Devices
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

With the increase in public usage of devices such as electrical assisted bicycles (e-bikes), electric skateboards, electric scooters, and other similar electric devices on trails, Town staff is recommending updates to Chapter 12.02 - Park Regulations to be consistent with other municipalities, to adapt to the changing nature of outdoor recreation, and to comply with current regulations and procedures. Based on the updates being recommended for the Park Regulations Chapter, the Municipal Code's adoption of the Model Traffic Code will be impacted and will also need to be updated.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The usage of the Town of Parker park lands and trails has changed since the original Municipal Code provisions under Chapter 12.02 Park Regulations were passed in 1989, and while there have been some updates to those sections, there is a need to revisit various sections of the Parker Municipal Code for current-day usage. Staff is recommending updates to Chapter 12.02 - Park Regulations, based both upon changes to the law and the current usage of the trails. Based upon the recommended updates to the Park Regulations and for purposes of consistency within the Code, Section 7.01.020 also needs to be amended to address electric personal assistive mobility devices.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.03.8

RECOMMENDED MOTION

I move to approve Ordinance No. 5.03.8 on second reading.

ORDINANCE NO. 5.03.8, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 7.01 OF THE PARKER MUNICIPAL CODE CONCERNING ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Section 7.01.020 is hereby amended by the addition thereto of a new paragraph (3) of the Parker Municipal Code to read as follows, and renumbering paragraphs (3) through (50) accordingly:

7.01.020 Adoption of Model Traffic Code.

* * *

(b) Amendments. The 2010 edition of the *Model Traffic Code* is adopted as if set out at length save and except the following additions, deletions or modifications:

(3) Subsection 117(3) of the *Model Traffic Code* is modified to read as follows:

“(3) An EPAMD shall not be operated:

“(a) On a limited-access highway;

“(b) On a bike or pedestrian path in a manner inconsistent with any Town Municipal Code sections or any Policies, Procedures, Rules, or Regulations of the Town or Town Departments;

“(c) At a speed greater than fifteen (15) miles per hour along Town trails that are specifically designated with fifteen miles per hour speed limit signs or twelve and one-half (12-1/2) miles per hour in all other areas.”

Section 2. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 20, 2021

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-037**
A Resolution to Exempt Amendments to the Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The Town of Parker is proposing an Exemption Plat to create two lots on 3.184 acres. The site is located at the southeast corner of Mainstreet and Pine Drive. The proposed Civic Center Filing No. 1, 2nd Amendment Exemption Plat would replat the existing vacant land and parking lot used for the PACE Center. The existing parking lot would be platted as lot 2B and would consist of a total of 1.766 acres. The existing vacant land would be platted as lot 2A and would consist of 1.418 acres.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On July 20, 2009, Town Council approved the Civic Center Filing No. 1 Exemption Plat which platted the Berry Property, White Property and Hein Tracts as the Civic Center Property, and divided the Civic Center Property into two lots and one tract to provide, in part, for the financing and construction of the PACE Center. The PACE Center is located on Lot 1, while the parking lot is located on Lot 2. These lots were created due to Pikes Peak Avenue bisecting the site in half. In 2010, Town Council approved the Civic Center Filing No. 1, 1st Amendment Exemption Plat which provided additional right-of-way and utility easements on the property and changed the name of the street fronting the PACE Center to PACE Center Drive. Under Section 13.07.020(h) of the Parker Municipal Code, the Town Council is authorized to approve the proposed Second Amendment as an exemption plat, which means the Town Council can approve the plat without a public hearing. An exemption plat is used by the Town for platting Town-owned properties. There are no public improvements associated with this exemption plat.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 21-037
2. Vicinity Map
3. Civil Center F1 2nd Amend Exemption Plat

RECOMMENDED MOTION

I move to approve Resolution No. 21-037.

RESOLUTION NO. 21-037, Series of 2021

TITLE: A RESOLUTION TO EXEMPT AMENDMENTS TO THE CIVIC CENTER FILING NO. 1, 1st AMENDMENT, SUBDIVISION EXEMPTION PLAT FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

WHEREAS, the Town Council may, pursuant to resolution, exempt from the definition of the terms "subdivision" and "subdivided land," any division of land, if the Town Council determines that such division is not within the purposes of the Town of Parker Land Development Ordinance;

WHEREAS, the Town Council, pursuant to Resolution No. 09-061, Series of 2009, approved the Subdivision Exemption Plat for the "Civic Center Filing No. 1 Subdivision Exemption Plat;"

WHEREAS, the Town Council, pursuant to Resolution No. 10-048, Series of 2010, approved the Subdivision Exemption Plat for the "Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat;"

WHEREAS, the Town Council desires to amend the "Civic Center Filing No. 1, Subdivision Exemption Plat" in order to replat Lot 2 into Lots 2A and 2B; and

WHEREAS, the Town Council desires to exempt from the definition of the terms "subdivision" and "subdivided land" this amendment to the "Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby exempts the amendment to the "Civic Center Filing No. 1, Subdivision Exemption Plat," as described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, from the definition of the terms "subdivision" and "subdivided land," as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the "Civic Center Filing No. 1, 2nd Amendment, Subdivision Exemption Plat."

Section 3. The Town Council hereby authorizes the Mayor and Town Clerk to execute the "Civic Center Filing No. 1, 2nd Amendment, Subdivision Exemption Plat" and directs the Town Clerk to record the "Civic Center Filing No. 1, 2nd Amendment, Subdivision Exemption Plat" with the Douglas County Clerk and Recorder's Office.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT

A REPLAT OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT
SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
3.184 ACRES – 2 COMMERCIAL LOTS

LEGAL DESCRIPTION

LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2010 AT RECEPTION NO. 2010037760, COUNTY OF DOUGLAS, STATE OF COLORADO.

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBDIVISION EXEMPTION PLAT IS TO REPLAT LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NO. 2010037760 INTO TWO (2) LOTS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBIVATE SAID UNDERSIGNED'S NEED OF RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C., 1531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

TOWN OF PARKER, A COLORADO HOME RULE MUNICIPAL CORPORATION A/K/A TOWN OF PARKER, A COLORADO HOME RULE CORPORATION

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08035C0069F, MAP REVISED SEPTEMBER 30, 2005.



VICINITY MAP
SCALE 1" = 500'

GENERAL NOTES

- FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0028253-010-T02-SC WITH AN EFFECTIVE DATE OF JULY 02, 2020 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC., TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 00°12'59" WEST, A DISTANCE OF 2,648.44 FEET.
- THERE ARE TWO (2) LOTS WITHIN THIS SUBDIVISION EXEMPTION PLAT.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- INSTRUMENT RECORDED IN BOOK 175 AT PAGE 92 STATES THAT THE WESTERLY HALF OF THE ABANDONED COLORADO & SOUTHERN RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE EXISTING IREA TRANSMISSION LINES, DISTRIBUTION LINES, AND APPURTENANCES.
- NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 20TH DAY OF JULY, 2020, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION EXEMPTION PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____

DANIEL E. DAVIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

TOWN COUNCIL CERTIFICATE

LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2010037760.

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS. THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS SUBDIVISION EXEMPTION PLAST WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
COMMERCIAL LOTS (2)	138,706	3.184	100.00
TOTALS	138,706	3.184	100.00



AzTec Proj. No.: 24920-03

Drawn By: BAM

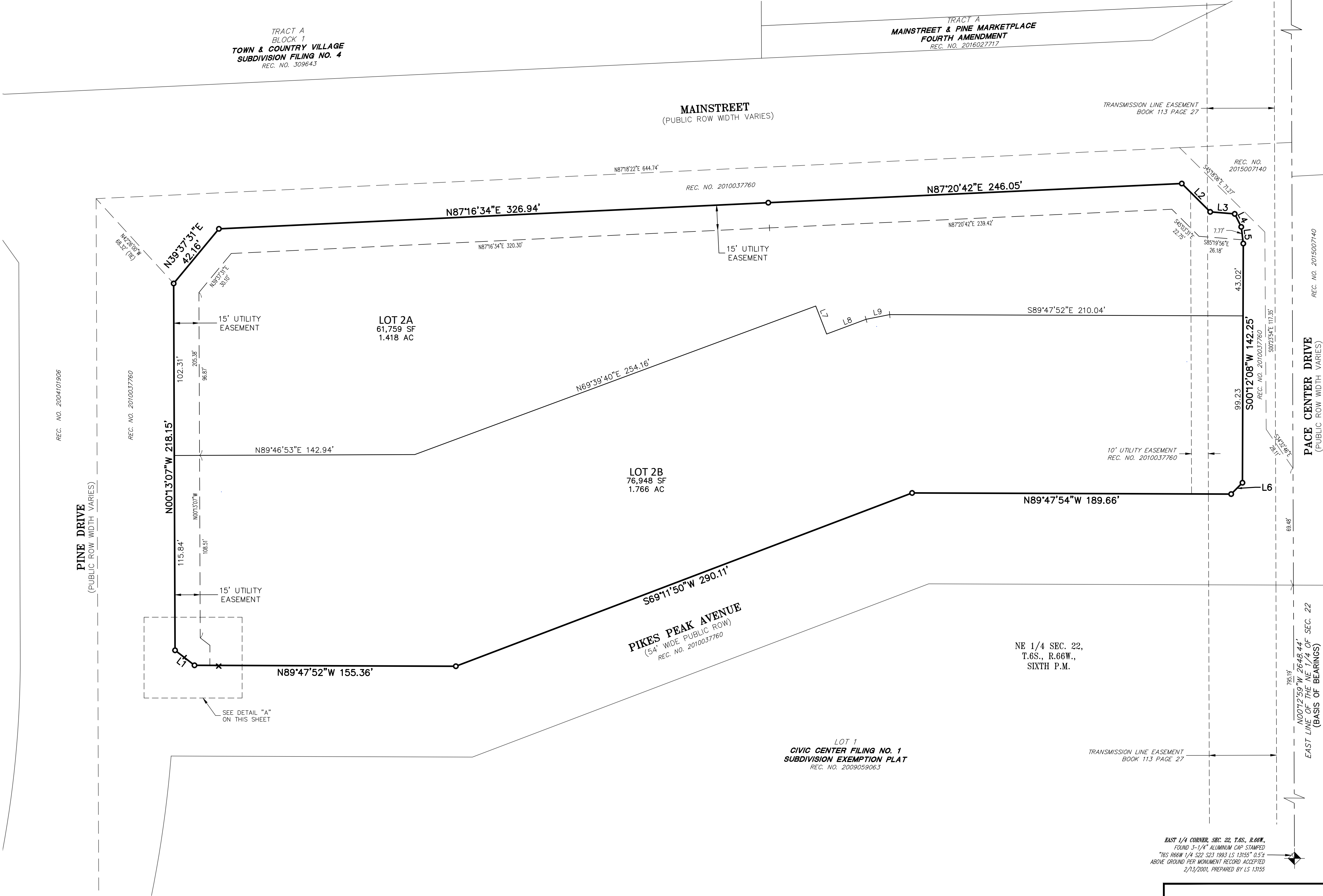
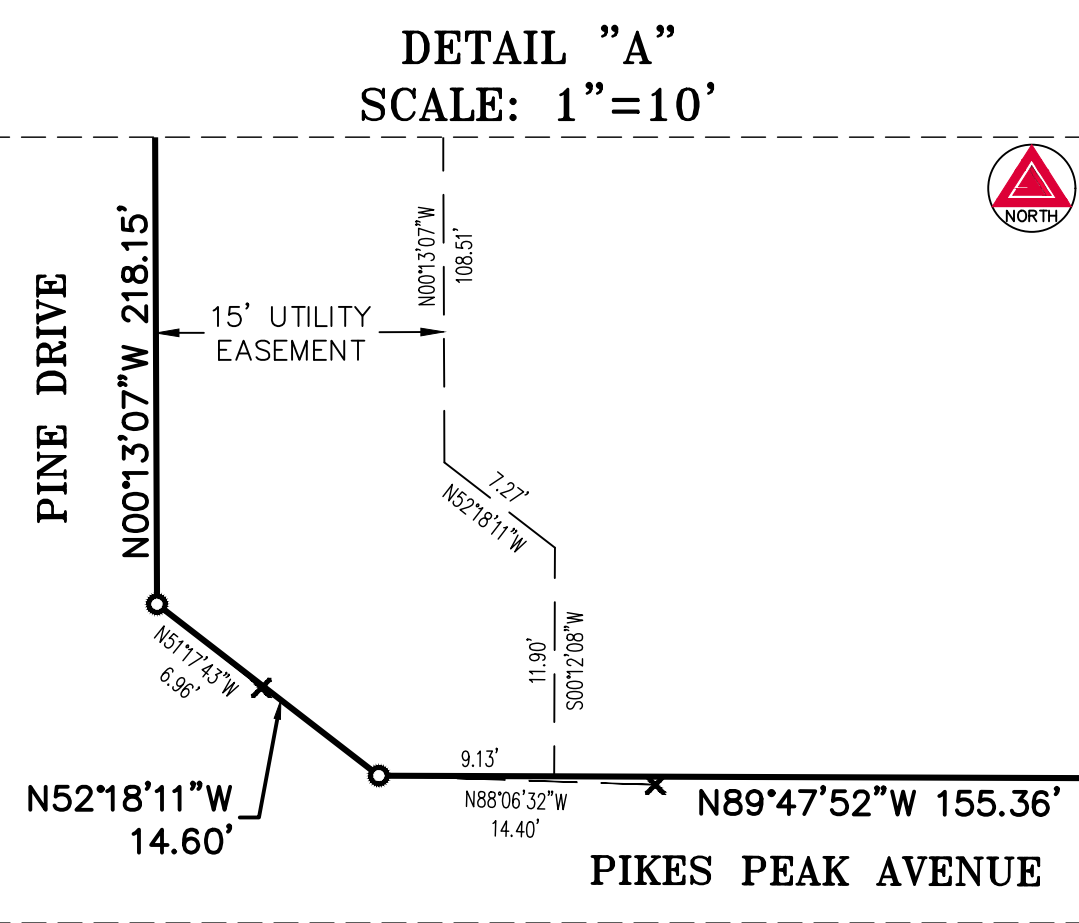
APPLICANT
TOWN OF PARKER

20120 EAST MAINSTREET
PARKER, COLORADO
(303) 841-2332

DATE OF PREPARATION:	2021-03-01
SCALE:	N/A
SHEET 1 OF 2	

CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT

A REPLAT OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT
SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
3.184 ACRES - 2 COMMERCIAL LOTS



LEGEND

- FOUND SECTION CORNER AS NOTED
- SET NO. 5X18" REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
- FOUND CHISELED CROSS IN CONCRETE
- (ROW) RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N52°18'11"W	14.60'
L2	S45°03'31"E	23.86'
L3	S85°19'56"E	14.61'
L4	S26°40'49"E	8.66'
L5	S06°59'08"E	9.97'
L6	S44°49'51"W	9.50'
L7	S21°19'15"E	17.88'
L8	N69°31'42"E	25.01'
L9	N78°45'28"E	14.30'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

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TOWN OF PARKER

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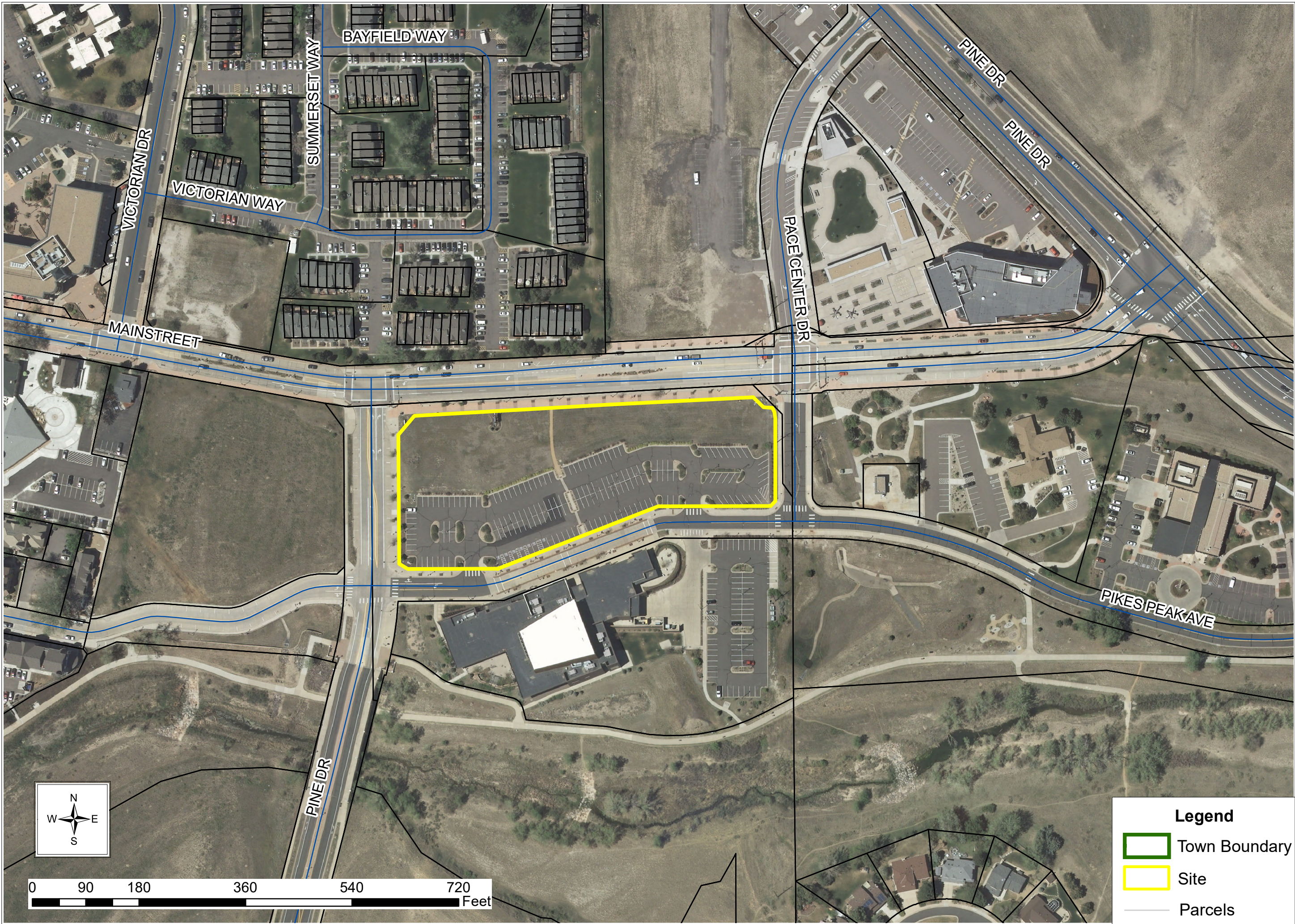
DATE OF PREPARATION: 2021-03-01

SCALE: 1" = 30'

SHEET 2 OF 2

Civic Center Filing No. 1, 2nd Amendment

Exemption Plat



CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT

A REPLAT OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT
SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
3.184 ACRES – 2 COMMERCIAL LOTS

LEGAL DESCRIPTION

LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2010 AT RECEPTION NO. 2010037760, COUNTY OF DOUGLAS, STATE OF COLORADO.

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBDIVISION EXEMPTION PLAT IS TO REPLAT LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NO. 2010037760 INTO TWO (2) LOTS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

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TOWN OF PARKER, A COLORADO HOME RULE MUNICIPAL CORPORATION A/K/A TOWN OF PARKER, A COLORADO HOME RULE CORPORATION

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

FLOOD ZONE

THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08035C0069F, MAP REVISED SEPTEMBER 30, 2005.



VICINITY MAP
SCALE 1" = 500'

GENERAL NOTES

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- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
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- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 20TH DAY OF JULY, 2020, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION EXEMPTION PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____

DANIEL E. DAVIS
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

TOWN COUNCIL CERTIFICATE

LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2010037760.

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS. THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS SUBDIVISION EXEMPTION PLAST WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
COMMERCIAL LOTS (2)	138,706	3.184	100.00
TOTALS	138,706	3.184	100.00



AzTec Proj. No.: 24920-03

Drawn By: BAM

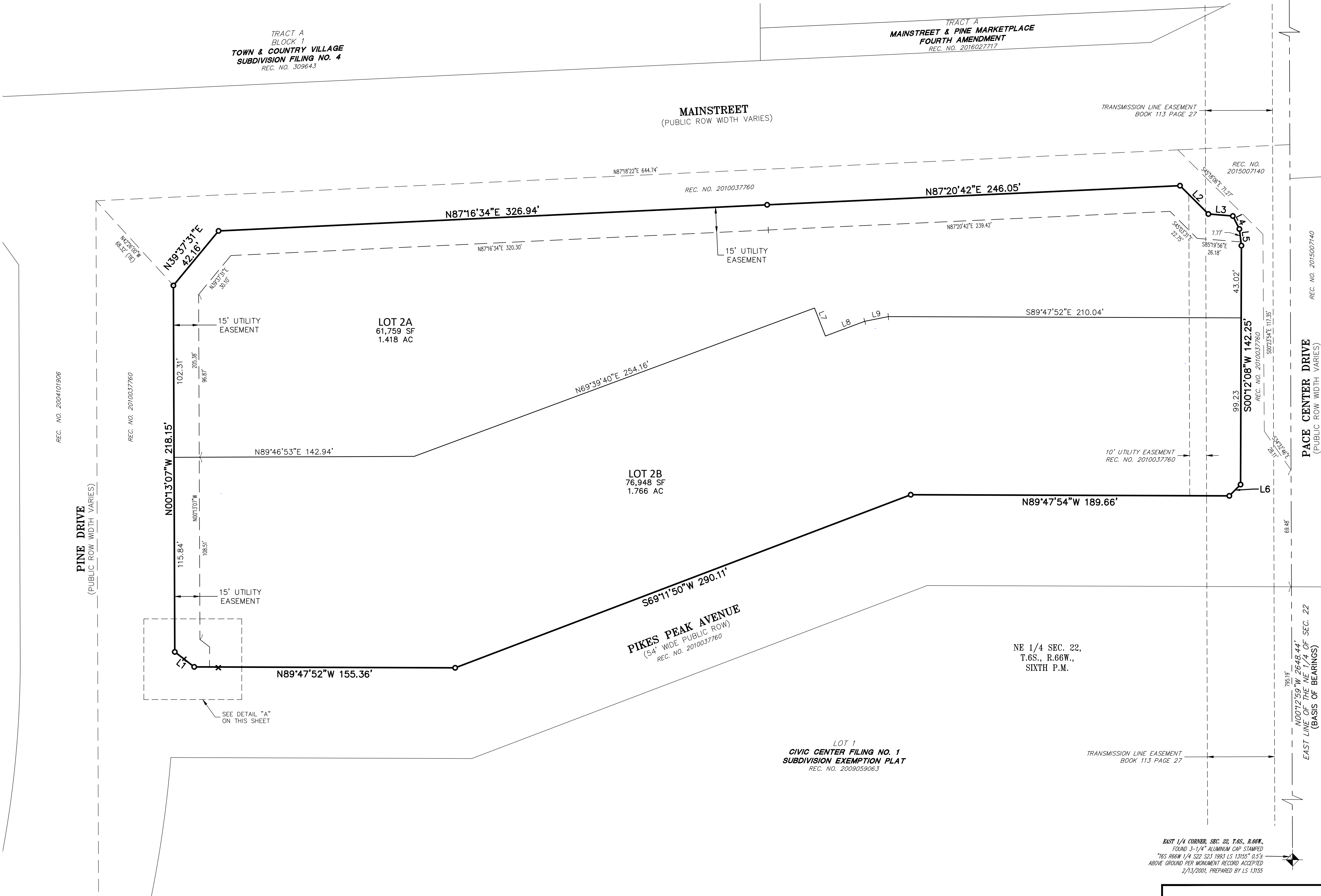
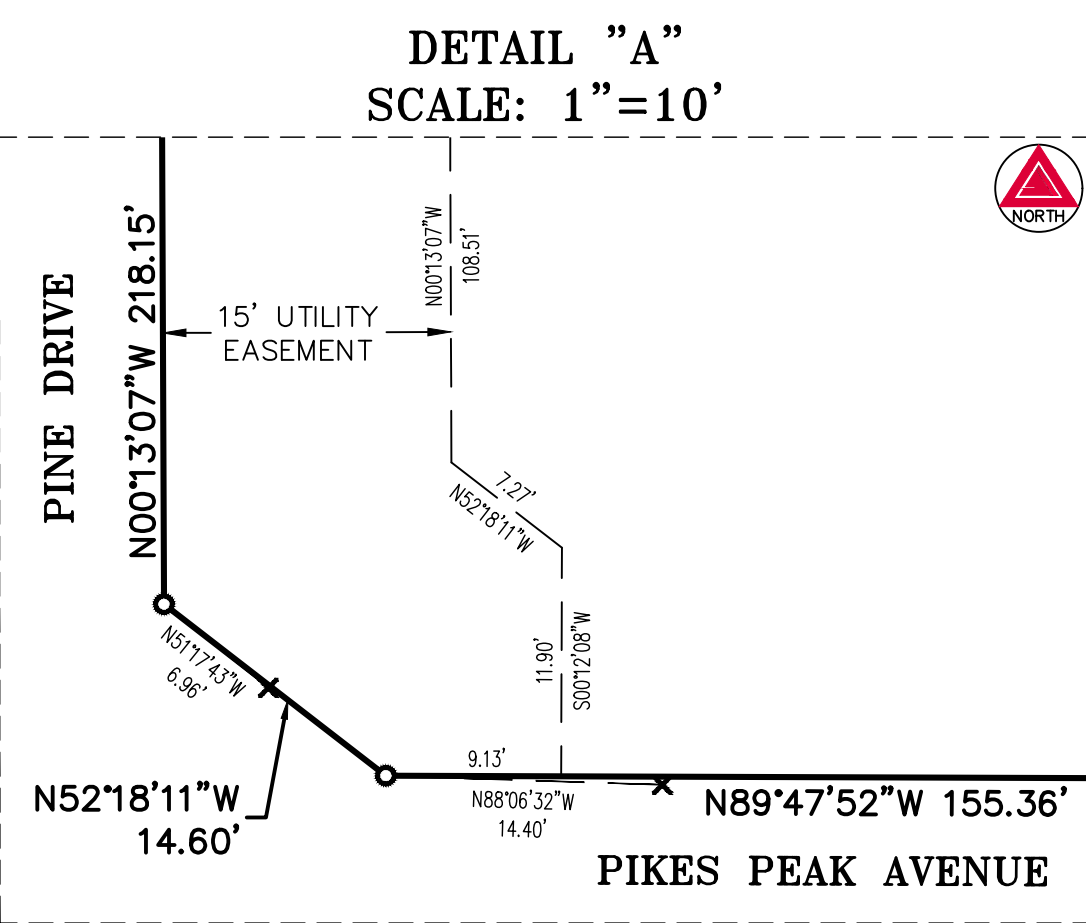
APPLICANT
TOWN OF PARKER

20120 EAST MAINSTREET
PARKER, COLORADO
(303) 841-2332

DATE OF PREPARATION:	2021-03-01
SCALE:	N/A
SHEET 1 OF 2	

CIVIC CENTER FILING NO. 1, 2ND AMENDMENT, SUBDIVISION EXEMPTION PLAT

A REPLAT OF LOT 2, CIVIC CENTER FILING NO. 1, 1ST AMENDMENT, SUBDIVISION EXEMPTION PLAT
SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.
3.184 ACRES - 2 COMMERCIAL LOTS



LEGEND

- FOUND SECTION CORNER AS NOTED
- SET NO. 5X18" REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
- FOUND CHISELED CROSS IN CONCRETE
- (ROW) RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N52°18'11"W	14.60'
L2	S45°03'31"E	23.86'
L3	S85°19'56"E	14.61'
L4	S26°40'49"E	8.66'
L5	S06°59'08"E	9.97'
L6	S44°49'51"W	9.50'
L7	S21°19'15"E	17.88'
L8	N69°31'42"E	25.01'
L9	N78°45'28"E	14.30'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

APPLICANT
TOWN OF PARKER

20120 EAST MAINSTREET
PARKER, COLORADO
(303) 841-2332

DATE OF PREPARATION: 2021-03-01

SCALE: 1" = 30'

SHEET 2 OF 2



Request for Town Council Action

Date: September 20, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-038**
A Resolution to Consent to the Assignment and Assumption Agreement By and Between Leila Peaslee Residuary Trust and Howard R. Peaslee, and Plaza Street Partners, LLC, and the Assignment and Assumption Agreement By and Between Plaza Street Partners, LLC and Plaza Street Fund 106, LLC
Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The ownership of the Lincoln Professional Park property (the "Property") was transferred before the ordinances annexing and zoning the Property were recorded. The purpose of the Assignment and Assumption Agreements ("Assignment Agreements") is to correct this error.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 17, 2021, the Town Council approved the ordinances annexing and zoning the property. The annexation agreement for the Property (the "Annexation Agreement") required that the deed transferring the Property (the "Deed") from the prior owners ("Peaslee") to the new owner ("Plaza Street Partners") be recorded after the recordation of the annexation and zoning ordinances and the Annexation Agreement. However, the Deed was recorded before the recordation of the annexation and zoning ordinances and the Annexation Agreement. By recording in this improper order, Peaslee was not relieved of the obligations under the Annexation Agreement and Plaza Street Partners did not assume the obligations under the Annexation Agreement. In order to correct this error, Peaslee and Plaza Street Partners entered into the first Assignment Agreement, which provides that Peaslee is relieved of all obligations under the Annexation Agreement and Plaza Street Partners assumes all obligations of the Annexation Agreement. Subsequently, Plaza Street Partners and Plaza Street Fund 106, LLC, entered into the second Assignment Agreement, which provides that Plaza Street Partners is relieved of all obligations under the Annexation Agreement and Plaza Street Fund 106, LLC, assumes all obligations of the Annexation Agreement. The Town Council's consent to the two (2) Assignment Agreements is necessary in order to finalize these Assignment Agreements.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 21-038

RECOMMENDED MOTION

I move to approve Resolution No. 21-038.

RESOLUTION NO. 21-038, Series of 2021

TITLE: A RESOLUTION TO CONSENT TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN LEILA PEASLEE RESIDUARY TRUST AND HOWARD R. PEASLEE, AND PLAZA STREET PARTNERS, LLC, AND THE ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN PLAZA STREET PARTNERS, LLC, AND PLAZA STREET FUND 106, LLC

WHEREAS, on May 17, 2021, the Town Council of the Town of Parker approved the annexation and zoning of the real property commonly known as the Lincoln Professional Park Property, which is described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Property”);

WHEREAS, the annexation agreement for the Property required Leila Peaslee Residuary Trust and Howard R. Peaslee (“Peaslee”) to “execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deed shall convey fee simple title in and to the Property to Plaza Street Partners, LLC, . . . **contemporaneously** with the recordation of the items described in §31-12-113(2)(a)(II)(A), C.R.S.,” which included the annexation ordinance, zoning ordinance and the annexation agreement (the “Annexation Documents”);

WHEREAS, Peaslee did not transfer the property contemporaneously with the Annexation Documents, and instead transferred the Property prior to the recording of the Annexation Documents;

WHEREAS, Peaslee and Plaza Street Partners, LLC, desire to correct this error by entering into the Assignment and Assumption Agreement attached as **Exhibit 2** and incorporated by this reference (the “Peaslee Assignment and Assumption Agreement”), whereby Plaza Street Partners, LLC, as the current owner of the Property, agrees to assume all of the obligations under the Annexation Agreement and Peaslee, as the former owner of the Property, is released from all obligations under the Annexation Agreement;

WHEREAS, the attached Peaslee Assignment and Assumption Agreement has been signed by Peaslee and Plaza Street Partners, LLC; and

WHEREAS, Plaza Street Partners, LLC, and Plaza Street Fund 106, LLC, desire to correct this error by entering into the Assignment and Assumption Agreement attached as **Exhibit 3** which and incorporated by this reference (the “Plaza Street Assignment and Assumption Agreement”), whereby Plaza Street Fund 106, LLC, as the current owner of the Property, agrees to assume all of the obligations under the Annexation Agreement and Plaza Street Partners, LLC, as the former owner of the Property, is released from all obligations under the Annexation Agreement;

WHEREAS, the attached Plaza Street Assignment and Assumption Agreement has been signed by Plaza Street Partners, LLC, and Plaza Street Fund 106, LLC;

WHEREAS, the Town Council of the Town of Parker desires to consent to the attached Peaslee Assignment and Assumption Agreement; and

WHEREAS, the Town Council of the Town of Parker desires to consent to the attached the Plaza Street Assignment and Assumption Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby consents to the Peaslee Assignment and Assumption Agreement that is attached as Exhibit 2.

Section 2. The Town Council of the Town of Parker hereby consents to the Plaza Street Assignment and Assumption Agreement that is attached as Exhibit 3.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT 1

Legal Description

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 83°44'03" EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°29'00" EAST, A DISTANCE OF 371.25 FEET;

THENCE SOUTH 02°18'01" EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH 84°51'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 02°14'19", AND A CHORD WHICH BEARS NORTH 02°20'42" WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH 01°13'32" WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 03°19'57", AND A CHORD WHICH BEARS NORTH 02°53'30" WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH 04°33'29" WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°01'51", AND A CHORD WHICH BEARS NORTH 42°27'27" EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH 04°33'21" WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°29'00" WEST.

EXHIBIT 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of **JUNE 23**, 2021 (the “**Effective Date**”), between Leila May Peaslee Residuary Trust and Howard R. Peaslee (collectively, “**Assignor**”) and Plaza Street Partners, LLC, a Kansas Limited Liability Company (“**Assignee**”).

Recitals

A. Assignor and Assignee are parties to that certain Real Estate Contract dated as of February 24, 2020 (as amended, the “**Contract**”). In accordance with the terms of the Contract, Assignor conveyed the real property located in unincorporated Douglas County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated with this reference (the “**Property**”) to Assignee on June 23, 2021.

B. As contemplated by the Contract, Assignee processed and Assignor consented to certain annexation and zoning applications and related materials for the Property with the Town of Parker, a Colorado home rule municipality (the “**Town**”).

C. Accordingly, the Property is benefited and burdened by the terms and conditions set forth in the following documents: (i) that certain Petition for Annexation executed by Assignor; (ii) that certain Lincoln Professional Park Annexation Map to the Town of Parker prepared by Harris Kocher Smith, March 19, 2021 at Project No. 200829; (iii) that certain Annexation Agreement by and between Assignor, the Parker Water and Sanitation District and the Town, dated as if May 17, 2021; (iv) Town Ordinance No. 2.276, Series of 2021; (v) Town Ordinance No. 3.358, Series of 2021; and (vi) any other permits, documents, or approvals approved by the Town in connection with the zoning and annexation of the Property into the Town (collectively, the “**Annexation Documents**”).

D. Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor’s rights, interest, and obligations under the Annexation Documents.

E. As evidenced by the Town’s Consent attached hereto and incorporated herein, the Town has agreed and consented to the assignment and assumption of all of the rights and obligations under the Annexation Documents relating to the Property as contemplated herein on the terms and conditions contained in the Consent.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the Annexation Documents ("**Assigned Rights**").

3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of Assignor's obligations under the Annexation Documents (the "**Assumed Obligations**"). By assuming the Assumed Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Assumed Obligations in accordance with and subject to the provisions, requirements, and standards required by the Annexation Documents. It is the intent of the parties that, from and after the Effective Date, Assignor be relieved of all obligations and liabilities of Assignor under the Annexation Documents

4. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.

5. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the Annexation Documents or any rights or obligations thereof shall be permitted without the prior approval of the Town.

7. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Agreement, the substantially prevailing party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.

8. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.

9. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR: LEILA MAY PEASLEE
RESIDUARY TRUST

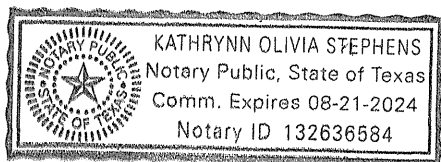
Steven Sawyer, Trustee
Steven Sawyer, Trustee

STATE OF TEXAS)
) ss.
COUNTY OF COMAL)

Subscribed and sworn to before me this 17 day of August, 2021, by Steven Sawyer as Trustee of the LEILA MAY PEASLEE RESIDUARY TRUST.

WITNESS my hand and official seal.

My commission expires: 08-21-2024



Kathryn Olivia Stephens
Notary Public

ASSIGNOR: HOWARD R. PEASLEE

Howard R. Peaslee, an Individual

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of August, 2021, by HOWARD R. PEASLEE.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[Signatures continue on following page]

ASSIGNEE:

PLAZA STREET PARTNERS, LLC,
a Kansas Limited Liability Company

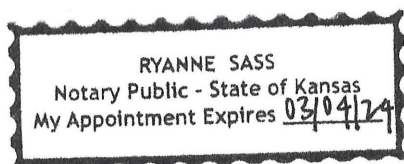
By: B. A. Elliott
Name: Bret A. Elliott
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 23rd day of August, 2021, by
Bret A. Elliott, as President, of PLAZA STREET PARTNERS, LLC, a Kansas
Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 03/04/2024



Ryanne Sass
Notary Public

TOWN OF PARKER CONSENT

By its signature, below, the Town of Parker consents to the assignment by Leila May Peaslee Residuary Trust and Howard R. Peaslee, as Assignor, of the Assigned Rights to Plaza Street Partners, LLC, a Kansas Limited Liability Company, and the assumption by Plaza Street Partners, LLC, a Kansas Limited Liability Company, as Assignee, of the Assumed Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Assumed Obligations. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the Annexation Documents, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the Annexation Documents nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

The Property

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH $83^{\circ}44'03''$ EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH $89^{\circ}29'00''$ EAST, A DISTANCE OF 371.25 FEET;

THENCE SOUTH $02^{\circ}18'01''$ EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH $84^{\circ}51'34''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF $02^{\circ}14'19''$, AND A CHORD WHICH BEARS NORTH $02^{\circ}20'42''$ WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH $01^{\circ}13'32''$ WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF $03^{\circ}19'57''$, AND A CHORD WHICH BEARS NORTH $02^{\circ}53'30''$ WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH $04^{\circ}33'29''$ WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $94^{\circ}01'51''$, AND A CHORD WHICH BEARS NORTH $42^{\circ}27'27''$ EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH $04^{\circ}33'21''$ WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH $89^{\circ}29'00''$ WEST.

EXHIBIT 3

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of JUNE 23, 2021 (the “**Effective Date**”), between Plaza Street Partners, LLC, a Kansas Limited Liability Company (“**Assignor**”) and Plaza Street Fund 106 LLC, a Kansas Limited Liability Company (“**Assignee**”).

Recitals

A. Assignor assigned its rights under that certain Real Estate Contract between Assignor and Leila May Peaslee Residuary Trust and Howard R. Peaslee (collectively, “**Peaslee**”) dated as of February 24, 2020 (as amended, the “**Contract**”) to Assignee.

B. On or about June 23, 2021 Assignee purchased the real property subject to the Contract and located in unincorporated Douglas County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated with this reference (the “**Property**”) from Peaslee.

C. In accordance with the Contract, Assignor processed certain annexation and zoning applications and related materials for the Property with the Town of Parker, a Colorado home rule municipality (the “**Town**”).

D. Accordingly, the Property is benefited and burdened by the terms and conditions set forth in the following documents: (i) that certain Petition for Annexation executed by Peaslee, and assigned to Assignor; (ii) that certain Lincoln Professional Park Annexation Map to the Town of Parker prepared by Harris Kocher Smith, March 19, 2021 at Project No. 200829; (iii) that certain Annexation Agreement by and between Peaslee, the Parker Water and Sanitation District and the Town, dated as if May 17, 2021, and assigned to Assignor; (iv) Town Ordinance No. 2.276, Series of 2021; (v) Town Ordinance No. 3.358, Series of 2021; and (vi) any other permits, documents, or approvals approved by the Town in connection with the zoning and annexation of the Property into the Town (collectively, the “**Annexation Documents**”).

E. Peaslee subsequently assigned its rights, interest, and obligations under the Annexation Documents to Assignor and Assignor assumed such rights, interest, and obligations.

F. Assignor now wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor’s rights, interest, and obligations under the Annexation Documents.

G. As evidenced by the Town’s Consent attached hereto and incorporated herein, the Town has agreed and consented to the assignment and assumption of all of the rights and obligations under the Annexation Documents relating to the Property as contemplated herein on the terms and conditions contained in the Consent.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.
2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the Annexation Documents ("**Assigned Rights**").
3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of Assignor's obligations under the Annexation Documents (the "**Assumed Obligations**"). By assuming the Assumed Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Assumed Obligations in accordance with and subject to the provisions, requirements, and standards required by the Annexation Documents. It is the intent of the parties that, from and after the Effective Date, Assignor be relieved of all obligations and liabilities of Assignor under the Annexation Documents
4. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.
5. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the Annexation Documents or any rights or obligations thereof shall be permitted without the prior approval of the Town.
7. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Agreement, the substantially prevailing party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.
8. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.
9. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

PLAZA STREET PARTNERS, LLC,
a Kansas Limited Liability Company

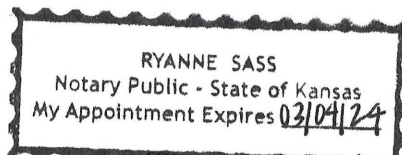
By: B. A. Elliott
Name: Bret A. Elliott
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 23 day of August, 2021, by Bret A. Elliott, as President, of PLAZA STREET PARTNERS, LLC, a Kansas Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 03/04/2024



Ryanne Sass
Notary Public

[Signatures continue on following page]

ASSIGNEE:

PLAZA STREET FUND 106, LLC,
a Kansas Limited Liability Company

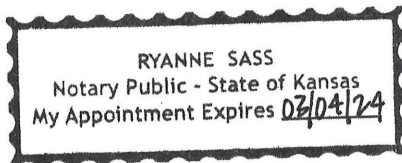
By: B. A. Elliott
Name: Bret A. Elliott
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 23 day of August, 2021, by
Bret A. Elliott, as President, of PLAZA STREET FUND 106, LLC, a Kansas
Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 03/04/2024



Ryanne Sass
Notary Public

TOWN OF PARKER CONSENT

By its signature, below, the Town of Parker consents to the assignment by Plaza Street Partners, LLC, a Kansas Limited Liability Company, as Assignor, of the Assigned Rights to Plaza Street Fund 106 LLC, a Kansas Limited Liability Company, and the assumption by Plaza Street Fund 106 LLC, a Kansas Limited Liability Company, as Assignee, of the Assumed Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Assumed Obligations. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the Annexation Documents, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the Annexation Documents nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

The Property

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH $83^{\circ}44'03''$ EAST, A DISTANCE OF 846.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH $89^{\circ}29'00''$ EAST, A DISTANCE OF 371.25 FEET;

THENCE SOUTH $02^{\circ}18'01''$ EAST, A DISTANCE OF 467.18 FEET TO A POINT ON THE NORTH LINE OF LOT 1, E.T. TECHNOLOGIES INC., RECORDED AT RECEPTION NO. 2002093991;

THENCE SOUTH $84^{\circ}51'34''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 395.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DRANSFELDT ROAD DEEDED BY RECEPTION NO. 2002088425 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 25.79 FEET, SAID CURVE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF $02^{\circ}14'19''$, AND A CHORD WHICH BEARS NORTH $02^{\circ}20'42''$ WEST A CHORD DISTANCE OF 25.79 FEET;
- 2) NORTH $01^{\circ}13'32''$ WEST, A DISTANCE OF 165.71 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 43.04 FEET, SAID CURVE HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF $03^{\circ}19'57''$, AND A CHORD WHICH BEARS NORTH $02^{\circ}53'30''$ WEST A CHORD DISTANCE OF 43.03 FEET;
- 4) NORTH $04^{\circ}33'29''$ WEST, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.23 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF $94^{\circ}01'51''$, AND A CHORD WHICH BEARS NORTH $42^{\circ}27'27''$ EAST A CHORD DISTANCE OF 43.89 FEET;
- 6) NORTH $04^{\circ}33'21''$ WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 190,643 SQUARE FEET OR 4.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH $89^{\circ}29'00''$ WEST.



Request for Town Council Action

Date: September 20, 2021
Submitted By: Kristin Hoffmann, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: NEWLIN CROSSING METROPOLITAN DISTRICT
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

Resolution 21-039 approves the Service Plan for Newlin Crossing Metropolitan District. Ordinance No. 9.340 approves the Intergovernmental Agreement with Newlin Crossing Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received an application for approval of a service plan and intergovernmental agreement for the Newlin Crossing Metropolitan District. Attached to this memorandum is an analysis of the District's proposed service plan and intergovernmental agreement, an analysis of the Town's approval criteria provided by the District's legal counsel, and a vicinity map depicting the location of the District.

FINANCIAL IMPACT

Under the terms of the intergovernmental agreement, the District agrees to impose a property tax of 5 mills, which will be remitted to the Town for the planning, design, financing, acquisition, construction, operation and maintenance of the Town's infrastructure identified in Exhibit B of the intergovernmental agreement.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Newlin Crossing MD Vicinity Map
2. Newlin Crossing MD Service Plan Analysis
3. Newlin Crossing MD Service Plan Cover Letter
4. Resolution No. 21-039
5. Ordinance No. 9.340

RECOMMENDED MOTION

I move to approve Resolution No. 21-039.

I move to approve Ordinance No. 9.340 on second reading.

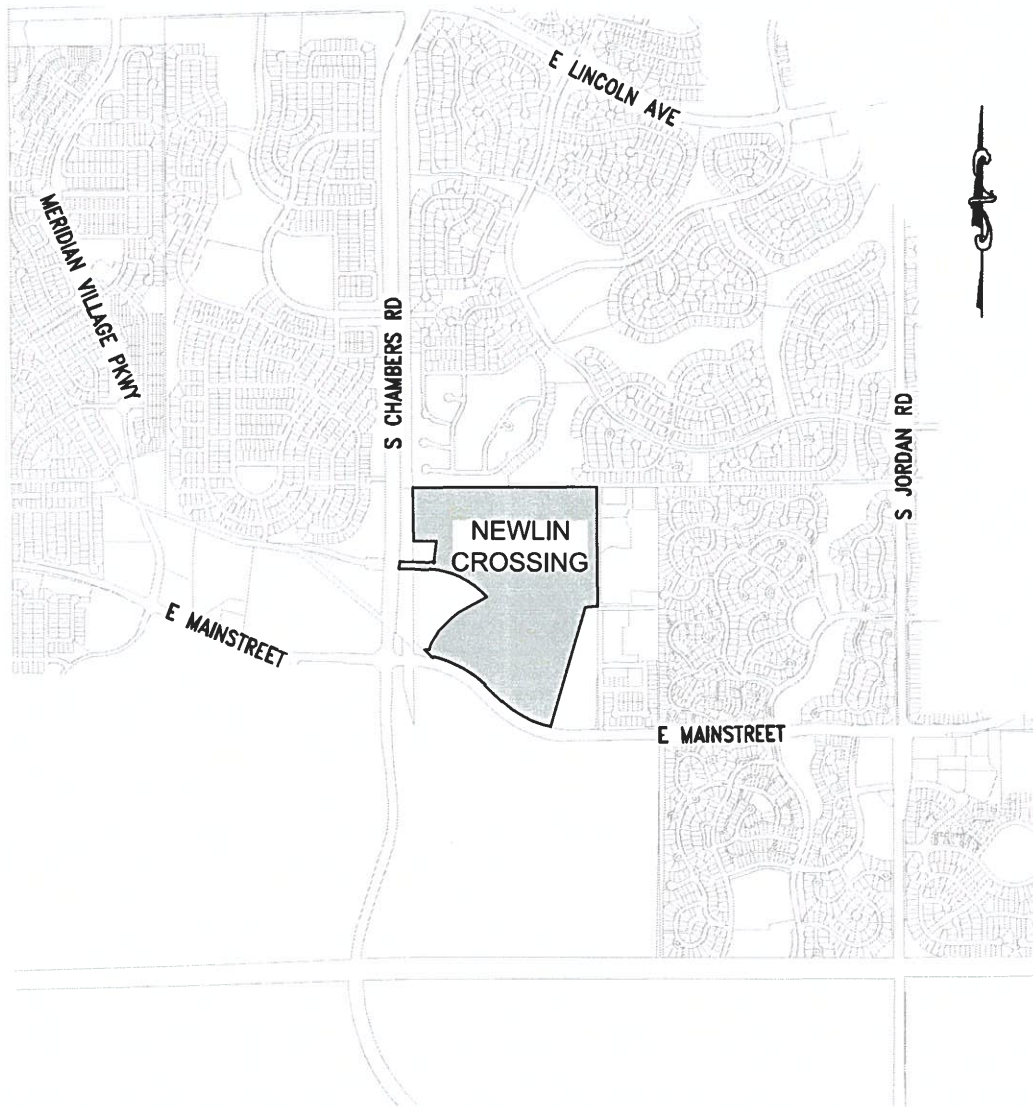


EXHIBIT A – VICINITY MAP

SCALE: 1" = 2000'

NEWLIN
CROSSING

CVL
a Westwood team

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

MEMORANDUM

To: Town Council
From: Kristin Hoffmann, Deputy Town Attorney
Date: September 7, 2021
Re: Service Plan for Newlin Crossing Metropolitan District

The following sets forth an analysis on the proposed Service Plan (“Service Plan”) for Newlin Crossing Metropolitan District (the “District”) which is set for a public hearing before the Town Council on September 20, 2021. This report summarizes key information about the District and the Service Plan.

Newlin Crossing Metropolitan District

Developer: Lennar Colorado, LLC

Attorney: White Bear Ankele Tanaka & Waldron (Megan Murphy)

Finance: Piper Sandler

Accounting: CliftonLarsonAllen

Engineer: CVL

Bond Counsel: To Be Determined

Location: Generally south of E. Lincoln Avenue, east of S. Chambers Road, west of S. Jordan Road and north of E. Mainstreet, Town of Parker

Area/Land Use: Area: approximately 86 acres
Land Use: All residential

Build Out Schedule: Per Financial Plan, build out anticipated to occur in 2026

Projected Assessed: Projected total assessed valuation (AV) for all development at completion of project build out, anticipated for completion year noted above (per Financial Plan, with 2-year lag for AV realization) is \$8,606,463

Powers:	To provide the Public Improvements, as such powers and authority are described in the Special District Act (including water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, and other improvements and services within the District's boundaries) subject to the limitations set forth in the Service Plan and intergovernmental agreement
Improvement Costs:	\$7,695,937, consisting of street improvements (including paving, curbs, gutters, sidewalks, fencing and associated irrigation, landscaping and monumentation), traffic and safety controls, water transmission and distribution lines, sanitary sewer improvements, surface drainage and storm sewer
Debt Issuance:	The Financial Plan anticipates an issuance of bonds in December 2022 All Debt must meet statutory requirements
Debt Limit:	\$21,287,500
Mill Levy:	54 mills total, comprised of up to 39 mills for debt service (Maximum Debt Mill Levy), subject to a Mill Levy Adjustment; 5 mills for operations and maintenance (Operations and Maintenance Mill Levy); 5 mills for regional infrastructure (Infrastructure Capital Mill Levy), subject to a Mill Levy Adjustment; and 5 mills to be remitted to the Town (Town Capital and Maintenance Mill Levy), subject to a Mill Levy Adjustment, to be used for specified projects, including roadways, storm sewer, and associated items constructed within Town right-of-way, regional roadways serving the District, and all storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, homeowners' association or District owned property that is eligible for maintenance assistance through the Town's stormwater utility

Comments:

1. The proposed Service Plans and intergovernmental agreements generally conform to the Town's Model Service Plan and IGA.
2. The proposed Service Plan identifies a Mill Levy Adjustment, which allows the mill levies to be adjusted using 2019 as the base year.

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
TRISHA K. HARRIS
ZACHARY P. WHITE



HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. G. VELASCO
LAURA S. HEINRICH
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER

August 27, 2021

VIA EMAIL

Town of Parker
Attention: Kristin Hoffmann, Town Attorney
khoffmann@parkeronline.org

**Re: Newlin Crossing Metropolitan District
New Metropolitan District Submission**

Dear Ms. Hoffmann:

White Bear Ankele Tanaka & Waldron has been engaged by Lennar Colorado, LLC (“**Lennar**”) to organize Newlin Crossing Metropolitan District (the “**District**”). The Service Plan for the District is scheduled for a public hearing on September 20, 2021. The Town of Parker Municipal Code Section 10.11.180 provides criteria for the Town Council to assess before approving the Service Plan. Below is a list of the criteria along with a response from the applicant.

- 1) **Criteria:** Whether there is a sufficient existing and projected need for organized service in the area to be serviced by the proposed District.
 - a. **Response:** The property within the proposed District boundaries is currently vacant and there is existing and projected need for organized service in the area to serve future residents. The Service Plan anticipates Lennar Colorado, LLC constructing 325 residential units in the District for which services will be needed.
- 2) **Criteria:** Whether the existing service in the area to be served by the proposed District is inadequate for present and projected needs.
 - a. **Response:** The property within the proposed District boundaries is currently vacant and the existing service to the property is inadequate for present and projected needs. The site currently lacks the necessary public improvements to serve the projected residential units, which necessary public improvements include, but are not limited to: street improvements (including paving, curbs, gutters, sidewalks, fencing, and associated irrigation, landscaping and monumentation), traffic and safety controls, water transmission and distribution lines, sanitary sewer improvements, surface drainage and storm sewer, as more particularly shown in Exhibit E of the proposed Service Plan.

- 3) **Criteria:** Whether the proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries.
 - a. **Response:** The proposed District is capable of providing economical and sufficient service to the property within the District as shown by the Financial Plan included as Exhibit F to the Service Plan.
- 4) **Criteria:** Whether the area to be included in the proposed District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
 - a. **Response:** The proposed District will have the financial ability to discharge the proposed indebtedness as shown by the Financial Plan included as Exhibit F to the Service Plan.
- 5) **Criteria:** Whether adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis.
 - a. **Response:** Adequate service will not be available to the property within the District through the Town, other existing quasi-municipal corporations, including existing districts, within a reasonable time or on a comparable basis as the District will provide.
- 6) **Criteria:** Whether the facility and service standards of the proposed District are compatible with the facility and service standards of the Town.
 - a. **Response:** The facility and service standards of the District are compatible with the facility and service standards of the Town.
- 7) **Criteria:** Whether the proposal is in substantial compliance with the Town's Master Plan.
 - a. **Response:** The Service Plan is in substantial compliance with the Town's Model Service Plan and the proposed development depicted in the Service Plan is in substantial compliance with the Town's Master Plan.
- 8) **Criteria:** Whether the proposal is in substantial compliance with the county, regional or state long-range water quality management plans for the area.
 - a. **Response:** The Service Plan is in substantial compliance with the Town's Model Service Plan and the proposed development depicted in the Service Plan is in substantial compliance with county, regional or state long-range water quality management plans for the area.
- 9) **Criteria:** Whether the creation of the District will be in the best interests of the area proposed to be served.
 - a. **Response:** The creation of the District is in the best interest of the area proposed to be served because it allows a metropolitan district to be created to assist in the

financing, construction, operation and maintenance of public improvements necessary for the area proposed to be served.

10) **Criteria:** Whether the creation of the District will be in the best interests of the residents or future residents of the area proposed to be served.

- a. **Response:** The creation of the District is in the best interests of the future residents of the area proposed to be served because it allows a metropolitan district to be created to assist in the financing, construction, operation and maintenance of public improvements necessary for the future residents to live in residential units within the area proposed to be served. The Service Plan includes the following protections that are in the best interest of future residents of the area proposed to be served: (1) a maximum Infrastructure Capital Mill Levy of 5 mills; (2) a maximum Operation and Maintenance Mill Levy of 5 mills; (3) a maximum Town Capital and Maintenance Mill Levy of 5 mills; (4) a Maximum Debt Mill Levy of 39 mills; and (5) a Maximum Debt Mill Levy Imposition Term of 40 years after the year of the initial imposition of the Maximum Debt Mill Levy unless a majority of the Board are residents of the District and have voted in favor of a refunding.

11) **Criteria:** Whether the proposed service plan is in substantial compliance with this Chapter.

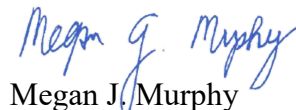
- a. **Response:** The Service Plan is in substantial compliance with the Town's Model Service Plan and the Town of Parker Municipal Code, including Chapter 10.11 – Special Districts.

12) **Criteria:** Whether the creation of the District will foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the proposed District.

- a. **Response:** The creation of the District will not foster urban development that is remote from or in capable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents because the property in the District is within an existing urban area as shown on the Vicinity Map included as Exhibit B to the Service Plan.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Associate

RESOLUTION NO. 21-039, Series of 2021

TITLE: A RESOLUTION TO APPROVE THE SERVICE PLAN FOR NEWLIN CROSSING METROPOLITAN DISTRICT

WHEREAS, the District has filed a Service Plan in the office of the Town Clerk of the Town of Parker (“Service Plan”); and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special District Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

WHEREAS, a copy of the Service Plan is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Denver Post* on August 27, 2021, in accordance with the Special District Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special District Act, notice of the hearing before the Town Council was also duly mailed by first class mail on August 27, 2021, to all property owners within the boundaries of the District and to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special District Act and the Code, the Town Council held a public hearing on the Service Plan for the District on September 20, 2021; and

WHEREAS, the Town Council considered the Service Plan, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special District Act and the Code, relating to the filing of the Service Plan for the District, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special District Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan for the District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. That there is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District is inadequate for present and projected needs;
3. That the District is capable of providing economical and sufficient service to the area within its boundaries;
4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;
7. That the Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan is in substantial compliance with the county, regional or state long-range water quality management plan for the area;
9. That approval of the Service Plan for the District will be in the best interests of the area to be served;
10. That approval of the Service Plan for the District will be in the best interests of the residents or future residents of the area proposed to be served;
11. That the Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan for the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

Section 4. The Town Council hereby finds that approval of the Service Plan is in the best interests of the property to be served, the Town and the District.

Section 5. The Town Council hereby approves the Service Plan for the District as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED effective as of the ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT 1

**SERVICE PLAN
FOR
NEWLIN CROSSING METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO**

Prepared

by

White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Approved: September 20, 2021

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LIST OF EXHIBITS

EXHIBIT A	Initial District Boundary Legal Description
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Proof of Ownership and Consents for all Properties within District
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the District shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the District are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: means the Newlin Crossing Metropolitan District.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public

finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of the District; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of District formation; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the District; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the District; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District the first year the District certifies a Debt Mill Levy and shall be subject to the Mill Levy Adjustment.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment. The Maximum Debt Mill Levy shall be in addition to the Infrastructure Capital Mill Levy, the Operation and Maintenance Mill Levy, and the Town Capital and Maintenance Mill Levy.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills the District may levy, as set forth in the Intergovernmental Agreement (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), to pay for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Newlin Crossing.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the Initial District Boundaries, or other documentation acceptable to the Town Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District the first year the District is able to certify a mill levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 86 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**. Proof of Ownership and consents of the owners to organization of the District for all properties within the Initial District Boundaries is attached hereto as **Exhibit C-2**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 86 acres of vacant land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 962 persons. The non-residential density of the District at build-out is estimated to be approximately 0 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to

and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

8. Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose the Maximum Debt Mill Levy; nor (c) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$21,287,500 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District of 39 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%.

10. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation

. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

14. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with

the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within the boundaries of the District and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the District, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the District is approximately \$7,695,937.87. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All

descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total Debt that the District shall be permitted to issue shall not exceed \$21,287,500 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$21,287,500 that the District shall be permitted to issue is supported by the Financial Plan prepared by Piper Sandler & Co. , attached hereto as **Exhibit F**. Piper Sandler & Co. shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and its professional opinion, the District is expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be thirty-nine (39) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of thirty-nine (39) mills. The Maximum Debt Mill Levy shall be in addition to the Infrastructure Capital Mill Levy, the Operation and Maintenance Mill Levy, and the Town Capital and Maintenance Mill Levy. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the

Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

E. Operation and Maintenance Mill Levy.

The District shall be permitted to levy up to 5 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$50,000, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget is estimated to be \$25,000 which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay such District operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy.

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy and the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources.

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).

3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2021. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt.

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General.

In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year"). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District's organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;

5. The District's budget for the calendar year in which the annual report is submitted;

6. A summary of the residential and commercial development in the District for the report year;

7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit H**. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section, no intergovernmental agreements between the Districts and any other government are anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts

within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;

11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code; and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Initial District Boundary Legal Description

EXHIBIT A

INITIAL BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 89°38'10" EAST, 2665.57 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO. SAID POINT BEING ON THE NORTHERLY BOUNDARY OF NEWLIN CROSSING, FILING NO. 1, AS RECORDED IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2019075199;

THENCE THE FOLLOWING TWENTY EIGHT (28) COURSES;

1. NORTH 89°38'10" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 2005.73 FEET TO THE NORTHEAST CORNER OF SAID NEWLIN CROSSING FILING NO. 1;
2. SOUTH 00°17'07" EAST A DISTANCE OF 1292.00 FEET;
3. SOUTH 89°38'46" WEST A DISTANCE OF 130.00 FEET;
4. SOUTH 16°30'07" WEST, A DISTANCE OF 1355.77 FEET TO A POINT ON THE APPARENT NORTHERLY RIGHT OF WAY OF EAST MAINSTREET, SAID POINT ALSO BEING A POINT OF NONTANGENTIAL CURVATURE;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID APPARENT NORTHERLY RIGHT OF WAY;

5. NORTHWESTERLY A DISTANCE OF 599.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 30°09'15", A CHORD BEARING OF NORTH 62°39'27" WEST, AND A CHORD LENGTH OF 593.07 FEET;
6. NORTH 47°34'49" WEST, A DISTANCE OF 258.90 FEET;
7. NORTHWESTERLY A DISTANCE OF 635.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", A CHORD BEARING OF NORTH 62°02'08" WEST, AND A CHORD LENGTH OF 629.06 FEET TO A POINT OF NONTANGENCY;
8. NORTH 48°29'15" WEST A DISTANCE OF 133.94 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT H OF SAID NEWLIN CROSSING, FILING NO. 1;
9. NORTH 89°54'42" EAST, A DISTANCE OF 56.30 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT H;

THENCE THE FOLLOWING FIVE (5) COURSES TO FOLLW SAID EASTERLY BOUNDARY;

10. NORTH 19°16'45" EAST, A DISTANCE OF 88.40 FEET;
11. NORTH 31°59'00" EAST, A DISTANCE OF 154.64 FEET;
12. NORTH 44°20'13" EAST, A DISTANCE OF 171.20 FEET;

13. NORTH 55°06'26" EAST, A DISTANCE OF 111.84 FEET;
14. NORTH 61°36'13" EAST, A DISTANCE OF 333.75 FEET, TO A POINT OF NONTANGENTIAL CURVATURE, SAID POINT BEING THE NORTHEASTERLY MOST CORNER OF SAID TRACT H;
15. NORTHWESTERLY A DISTANCE OF 704.22 FEET ALONG THE NORTHERLY BOUNDARY OF SAID TRACT H ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 45°20'09", A CHORD BEARING OF NORTH 64°14'07" WEST, AND A CHORD LENGTH OF 685.99 FEET TO A POINT OF TANGENCY;
16. NORTH 86°54'12" WEST, A DISTANCE OF 170.17 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT H, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF TRACT B OF SAID NEWLIN CROSSING, FILING NO. 1;
17. NORTH 86°54'12" WEST, A DISTANCE OF 151.55 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT B;
18. NORTH 03°05'44" EAST, ALONG THE APPARENT EASTERLY BOUNDARY OF SOUTH CHAMBERS ROAD A DISTANCE OF 52.42 FEET TO A POINT OF CURVATURE;
19. CONTINUING NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY A DISTANCE OF 27.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,080.00 FEET, A CENTRAL ANGLE OF 00°09'24", A CHORD BEARING OF NORTH 03°01'02" EAST, AND A CHORD LENGTH OF 27.58 FEET TO THE NORTHWESTERLY MOST CORNER OF TRACT C OF SAID NEWLIN CROSSING FILING NO. 1;
20. SOUTH 86°54'12" EAST ALONG THE NORTHERLY BOUNDARY OF SAID TRACT C, A DISTANCE OF 146.55 FEET TO THE SOUTHEASTERLY CORNER OF TRACT D OF SAID NEWLIN CROSSING FILING NO. 1;
21. CONTINUING SOUTH 86°54'12" EAST ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 175.22 FEET, TO A POINT OF CURVATURE;
22. SOUTHEASTERLY ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 53.03 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 03°07'56", A CHORD BEARING OF SOUTH 85°20'13" EAST, AND A CHORD LENGTH OF 53.02 FEET TO THE SOUTHEASTERLY MOST CORNER OF TRACT G OF SAID NEWLIN CROSSING FILING NO. 1;
23. NORTH 06°13'45" EAST, A DISTANCE OF 242.51 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT G;
24. SOUTH 89°20'00" WEST, A DISTANCE OF 256.13 FEET TO THE NORTHWESTERLY MOST CORNER OF SAID TRACT G;
25. CONTINUING SOUTH 89°20'00" WEST, A DISTANCE OF 135.62 FEET, TO THE NORTHWESTERLY MOST CORNER OF TRACT D OF SAID NEWLIN CROSSING FILING NO. 1, SAID POINT BEING ON THE APPARENT EASTERLY RIGHT OF WAY OF SAID SOUTH CHAMBERS ROAD AND A POINT OF NONTANGENTIAL CURVATURE;
26. NORTHEASTERLY A DISTANCE OF 422.48 FEET ALONG SAID APPARENT EASTERLY RIGHT OF WAY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10080.00 FEET, A CENTRAL ANGLE OF 02°24'05", A CHORD BEARING OF NORTH 00°31'00" EAST, AND A CHORD LENGTH OF 422.45 FEET TO A POINT OF TANGENCY;
27. NORTH 00°41'05" WEST, A DISTANCE OF 152.92 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH

PRINCIPAL MERIDIAN;

28. NORTH 88°20'40" EAST, ALONG SAID NORTH LINE A DISTANCE OF 128.55 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,752,721 SQUARE FEET OR 86.151 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG P.L.S. 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT B

Parker Vicinity Map

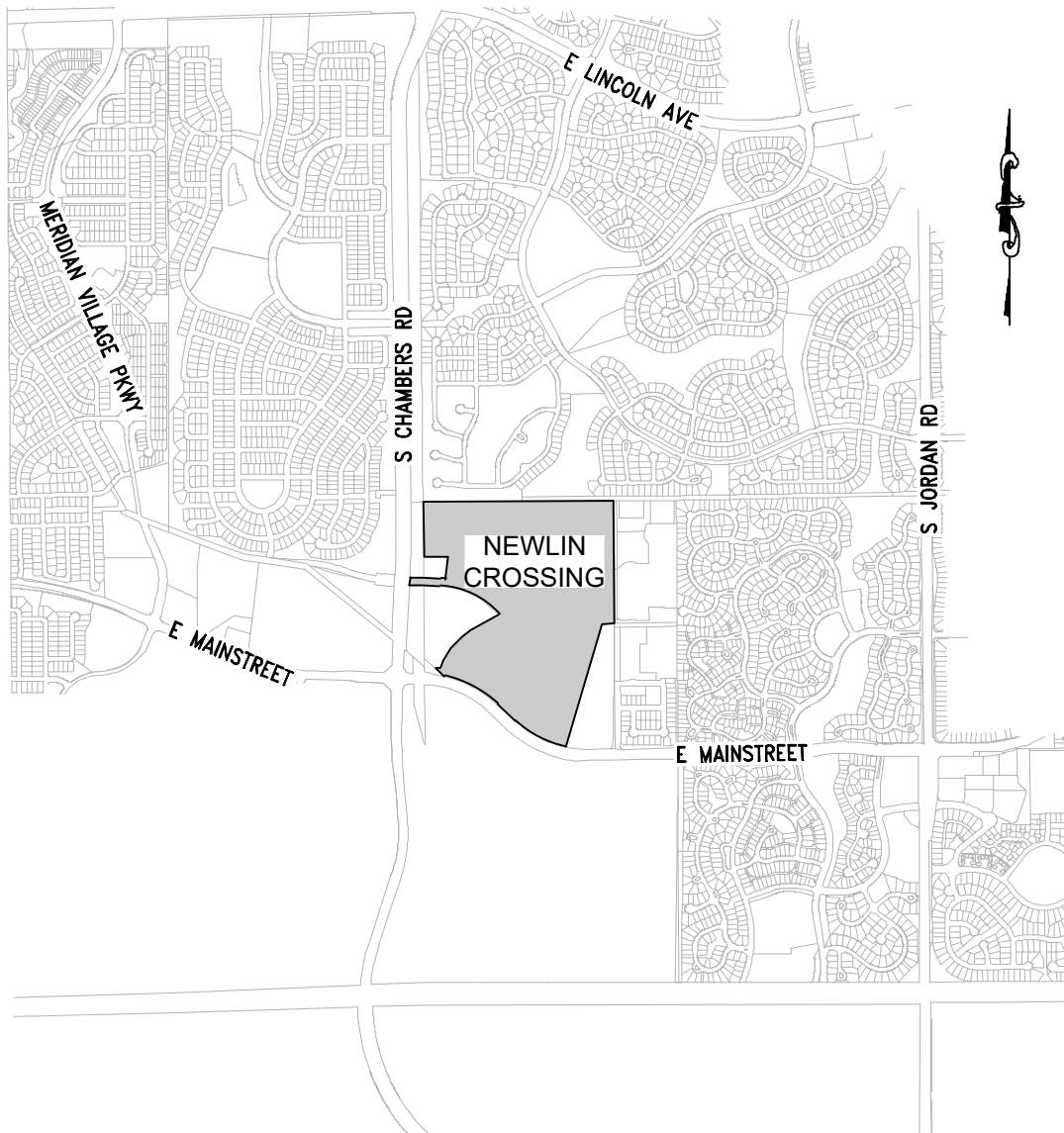


EXHIBIT A – VICINITY MAP

SCALE: 1" = 2000'

NEWLIN
CROSSING

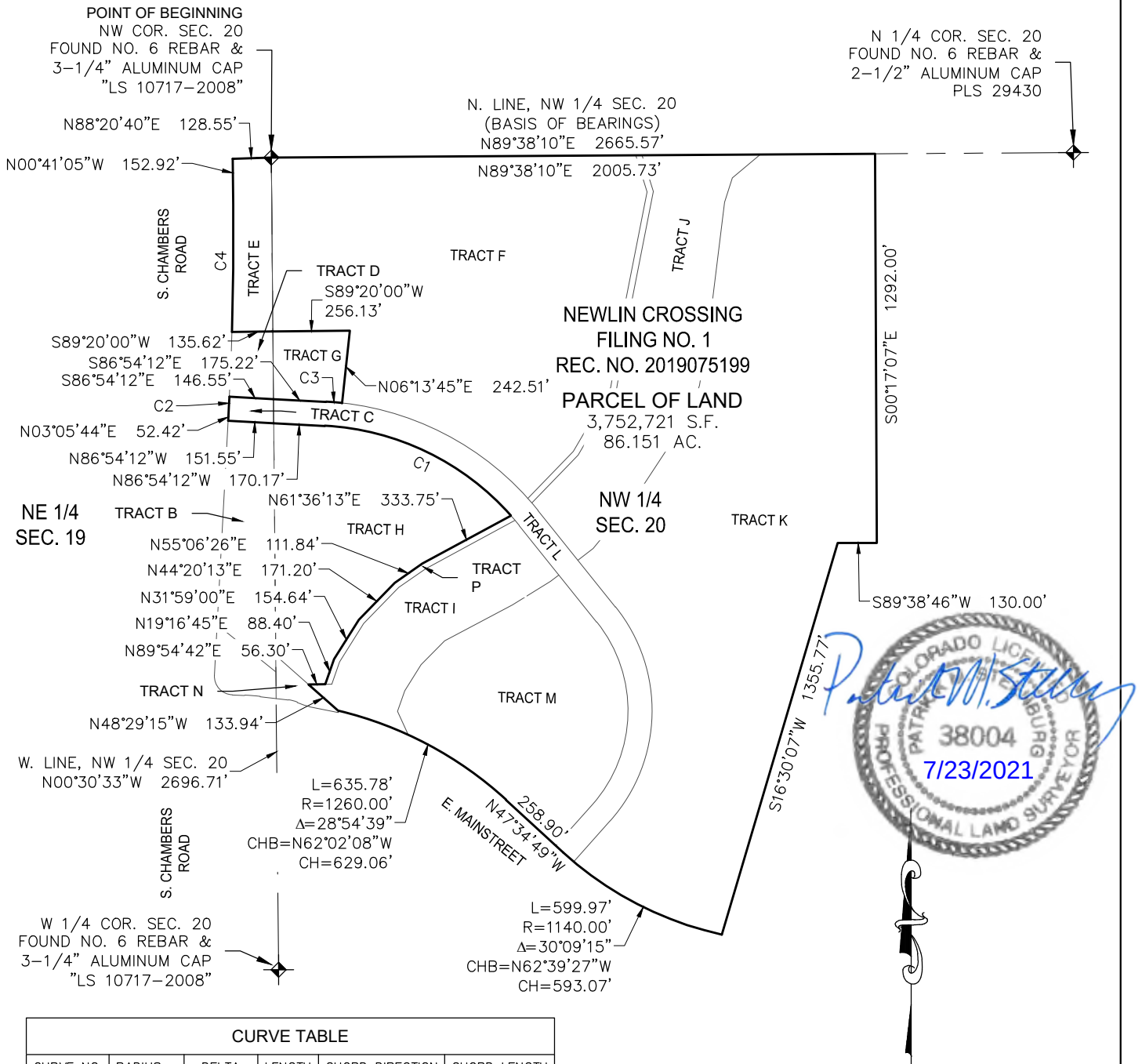


10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-1 - INITIAL BOUNDARY DESCRIPTION



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	890.00'	45°20'09"	704.22'	N64°14'07"W	685.99'
C2	10080.00'	0°09'24"	27.58'	N03°01'02"E	27.58'
C3	970.00'	3°07'56"	53.03'	S85°20'13"E	53.02'
C4	10080.00'	2°24'05"	422.48'	N00°31'00"E	422.45'

500 250 0 500 1000

SCALE: 1" = 500'

THE ABOVE DESCRIBED PARCEL CONTAINS 3,752,721 SQUARE FEET OR (86.151 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

EXHIBIT C-1 - INITIAL BOUNDARY DESCRIPTION
NEWLIN CROSSING FILING NO. 1
NE 1/4 SEC. 19 & NW 1/4 SEC. 20
T6S, R66W, 6TH P.M.

DOUGLAS COUNTY, COLORADO

CML
a Westwood team

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodps.com

SHEET 1 OF 1

DATE: JULY 22, 2021

EXHIBIT C-2

Proof of Ownership and Consents for all Properties within District



LAND TITLE GUARANTEE COMPANY

Date: July 08, 2020

Subject: Attached Title Policy LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY for
NEWLIN CROSSING FILING NO 1, PARKER, CO

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70657126

Policy No.: OX70657126.2343408

Amount of Insurance: \$8,000,000.00

Property Address:

NEWLIN CROSSING FILING NO 1, PARKER, CO

1. Policy Date:

July 15, 2020 at 3:35 P.M.

2. Name of Insured:

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

TRACTS F, I, J, K, M AND O, NEWLIN CROSSING FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO

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Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABC70657126

Policy No.: OX70657126.2343408

This policy does not insure against loss or damage by reason of the following:

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

ITEM NOS. 1 THROUGH 3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF 98 W. PARKER, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

ITEM NOS. 5(A) AND 5(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

- 6. TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.**
- 7. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 23, 1908, IN BOOK X AT PAGE [511](#).**
- 8. A RIGHT OF WAY AND EASEMENT FOR COMMUNICATION LINE FACILITIES, AND INCIDENTAL PURPOSES, AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED AUGUST 23, 1968 IN BOOK 186 AT PAGE [186](#).**
- 9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).**

NOTE: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

- 10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT BY AND BETWEEN 98 W. PARKER, A COLORADO LIMITED PARTNERSHIP AND STONEGATE VILLAGE METROPOLITAN DISTRICT RECORDED MARCH 01, 2002 IN BOOK 2275 AT PAGE [954](#).**
- 11. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 21, 2002, IN BOOK 2354 AT PAGE [2030](#).**
- 12. EASEMENT GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, FOR SLOPE AND DRAINAGE FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 2006, UNDER RECEPTION NO. [2006048259](#).**

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABC70657126

Policy No.: OX70657126.2343408

13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE STONEGATE VILLAGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 03, 2014, UNDER RECEPTION NO. [2014063813](#).

REAL PROPERTY INCLUSION AGREEMENT IN CONNECTION THEREWITH RECORDED JANUARY 13, 2015 UNDER RECEPTION NO. [2015002321](#).

AMENDED AND RESTATED STONEGATE METROPOLITAN DISTRICT REAL PROPERTY INCLUSION AGREEMENT RECORDED JANUARY 9, 2020 UNDER RECEPTION NO. [2020002371](#).

NOTE: NO TAXES, LIENS, FEES OR ASSESSMENTS DUE OR PAYABLE AS OF THE DATE OF POLICY.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NEWLIN CROSSING ANNEXATION AGREEMENT RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016039997](#).

ANNEXATION MAP IN CONNECTION THEREWITH RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016039995](#).

ORDINANCE NO. 2.245, SERIES OF 2016 IN CONNECTION THEREWITH RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016039996](#).

DEVELOPMENT AGREEMENT RECORDED JULY 15, 2020 UNDER RECEPTION NO. [2020062248](#).

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NEWLIN CROSSING PLANNED DEVELOPMENT DEVELOPMENT PLAN RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016039998](#). NEWLIN CROSSING PLANNED DEVELOPMENT - FIRST AMENDMENT RECORDED AUGUST 22, 2019 UNDER RECEPTION NO. [2019052526](#).

ORDINANCE NO. 3.322.1, SERIES OF 2016 IN CONNECTION THEREWITH, AMENDING THE TEXT OF SAID DEVELOPMENT PLAN, RECORDED SEPTEMBER 13, 2016 UNDER RECEPTION NO. [2016063308](#).

AMENDED AND RESTATED STONEGATE METROPOLITAN DISTRICT REAL PROPERTY INCLUSION AGREEMENT RECORDED JANUARY 9, 2020 UNDER RECEPTION NO. [2020002371](#).

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 3.322, SERIES OF 2016 RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016039999](#).

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED JUNE 28, 2016 UNDER RECEPTION NO. [2016041608](#).

18. SEVERED WATER RIGHTS IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 20, 2017 UNDER RECEPTION NO. [2017063932](#)

19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF NEWLIN CROSSING FILING NO. 1 RECORDED NOVEMBER 6, 2019 UNDER RECEPTION NO. [2019075199](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABC70657126

Policy No.: OX70657126.2343408

20. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON SURVEY CERTIFIED JUNE 04, 2019 PREPARED BY AZTEC CONSULTANTS, INC, JOB #137819-0
SAID DOCUMENT STORED AS OUR IMAGE [16654380](#)
 - A. FENCES ARE NOT COINCIDENT WITH BOUNDARY LINES
 - B. UTILITIES LIE ON PROPERTY WITHOUT APPARENT BENEFIT OF EASEMENT
 - C. RETAINING WALL LIES WITHIN UTILITY EASEMENT ALONG NORTHERLY BOUNDARY OF PROPERTY
21. RESOLUTION NO. R-020-008, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING FOR CHAMBERS ROAD RECORDED JANUARY 30, 2020 UNDER RECEPTION NO. [202006739](#).
22. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN SPECIAL WARRANTY DEED FROM 98 W. PARKER, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FORMERLY KNOWN AS 98 W. PARKER, A COLORADO LIMITED PARTNERSHIP TO LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JULY 15, 2020 UNDER RECEPTION NO. [2020062246](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
23. ANY AND ALL WATER RIGHTS CONVEYED BY BARGAIN AND SALE DEED RECORDED JULY 15, 2020 UNDER RECEPTION NO. [2020062247](#).

Endorsement

Attached to Policy No. OX70657126.2343408

Our Order No. 70657126

Issued By Old Republic National Title Insurance Company

The Company insures the Insured against loss or damage which the Insured shall sustain by reason of damage to existing and future improvements, including lawns, shrubbery and trees resulting from the exercise of any right to use the surface of the Land for enforcement of any of the reservations contained in the Patent to the Land and excepted from the description of the Land or shown in Exception 7 of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By:

A handwritten signature in black ink, appearing to read "CBRants", is written over the "By:" label.

Endorsement**Attached to Policy No. OX70657126.2343408****Our Order No. 70657126****Issued By Old Republic National Title Insurance Company**

The Company insures the Insured against loss which the insured shall sustain by reason of: physical, but not aesthetic damage to improvements existing on the Land at Date of Policy or constructed on the Land after Date of Policy resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals, oil, gas, and coal as shown and excepted in Exception 22 in Schedule B, subject, however, to the following terms and conditions:

1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.
2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but to limited to, any or all of the following:
 - (a) In the Company's own right, or in the name of the Insured for the Company's benefit, to institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board:
 - (b) In the Company's own right, or in the name of the Insured for the Company's benefit, to compel the giving of security bond or undertaking by the person or persons from whom the Insured is entitled by law to such security, bond or undertaking, and in the same amount or amounts to which the Insured would have been so entitled had this endorsement not been issued; and
 - (c) to retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or the Insured, such amount as will reimburse the Company for all Payments made to the Insured by the Company by reason of the insurance afforded by this endorsement, together with all costs and expenses incurred by the Company in connection therewith, including attorney's fees.
3. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the insurance afforded by this endorsement, and the Insured agrees that all of the Insured's rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company**By: LAND TITLE GUARANTEE COMPANY**

By:



EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost



a **Westwood** team

PROJECT: NEWLIN CROSSING
CLIENT: LENNAR
METRO DISTRICT COST ESTIMATE

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

JOB NUMBER: R0029679
DATE: 10/19/2020
PREPARED BY: DEK

COMBINED METRO DISTRICT SUMMARY

DEMOLITION

Item	Description	Quantity		Price/Unit	Cost
	REMOVE EXISTING ASPHALT(8" THICK)	0	S.Y.	\$15.00	\$0.00
	REMOVE EXISTING CONCRETE(6" THICK)	0	S.Y.	\$20.00	\$0.00
	REMOVE EXISTING PIPE	0	L.F.	\$10.00	\$0.00
	REMOVE EXISTING LIGHT	0	EA.	\$1,000.00	\$0.00
	REMOVE EXISTING MANHOLE/INLET	0	EA.	\$1,800.00	\$0.00
Total					\$0.00

COMBINED METRO DISTRICT SUMMARY

EARTHWORK

Item	Description	Quantity		Price/Unit	Cost
	SUBGRADE PREP. (clearing & grubbing, 3" topsoil removal/stockpile)	0	S.Y.	\$2.00	\$0.00
	SUBGRADE PREP. TAPER (clearing & grubbing, 3" topsoil removal/stockpile)	0	S.Y.	\$2.00	\$0.00
	SUBGRADE PREP. INTERSECTION (clearing & grubbing, 3" topsoil removal/stockpile)	0	S.Y.	\$2.00	\$0.00
	STREET GRADING (3'xWxL)	0	C.Y.	\$3.00	\$0.00
	STREET OVEREXCAVATION (3' deep & moisture treatment per geotech report)	40,140	C.Y.	\$2.00	\$80,280.00
	SITE GRADING CUT TO FILL	56,185	C.Y.	\$2.00	\$112,370.00
	SITE IMPORT/EXPORT	59,195	C.Y.	\$10.00	\$591,950.00
	OVEREXCAVATION	63,183	C.Y.	\$2.00	\$126,366.67
	CHANNEL GRADING	1	L.S.	\$250,000.00	\$250,000.00
	EROSION CONTROL	1	L.S.	\$350,000.00	\$350,000.00
Total					\$ 1,510,966.67

COMBINED METRO DISTRICT SUMMARY

WATER

Item	Description	Quantity		Price/Unit	Cost
	24" WATERPIPE PVC (C905-97 DR-25)	0	L.F.	\$110.00	\$0.00
	16" WATERPIPE PVC (C905-97 DR-25)	0	L.F.	\$92.00	\$0.00
	12" WATERPIPE PVC(C900 OR C909 DR-18)	0	L.F.	\$58.00	\$0.00
	8" WATERPIPE PVC(C900 OR C909 DR-18)	10,201	L.F.	\$44.00	\$448,844.00
	6" WATERPIPE (DIP C-151) (DIP-FIRE HYDRANT LINE)	380	L.F.	\$20.00	\$7,600.00
	24" BUTTERFLY VALVE W/ VAULT (1 at 1000 ft spacing)	0	EA.	\$15,500.00	\$0.00
	16" BUTTERFLY VALVE W/ VAULT (1 at 1000 ft spacing)	0	EA.	\$10,000.00	\$0.00
	12" GATE VALVE W/ BOX (1 at 400 ft spacing)	0	EA.	\$3,000.00	\$0.00
	8" GATE VALVE W/ BOX (1 at 400 ft spacing)	37	EA.	\$2,000.00	\$74,000.00
	6" GATE VALVE W/ BOX	0	EA.	\$1,500.00	\$0.00
	FIRE HYDRANT ASSEMBLY (1 at 400 ft spacing)	19	EA.	\$6,000.00	\$114,000.00
	AIR/VAC VALVE W/ VAULT	0	EA.	\$12,000.00	\$0.00
	8" BLOWOFF (2" END OF PIPE)	2	EA.	\$2,000.00	\$4,000.00
	12" BLOWOFF (2" END OF PIPE)	0	EA.	\$2,600.00	\$0.00
	16" BLOWOFF (2" END OF PIPE)	0	EA.	\$5,300.00	\$0.00
	24" BLOWOFF (2" END OF PIPE)	0	EA.	\$7,500.00	\$0.00
	8" BEND	54	EA.	\$650.00	\$35,100.00
	12" BEND	0	EA.	\$950.00	\$0.00
	8" CROSS	4	EA.	\$1,000.00	\$4,000.00
	12" CROSS	0	EA.	\$1,600.00	\$0.00
	8" TEE	11	EA.	\$800.00	\$8,800.00
	12" TEE	0	EA.	\$900.00	\$0.00
	16" STEEL CASING PIPE	0	L.F.	\$900.00	\$0.00
	20" STEEL CASING PIPE	0	L.F.	\$1,000.00	\$0.00
	22" STEEL CASING PIPE	0	L.F.	\$1,100.00	\$0.00
	WATER MAIN CONNECTION	2	EA.	\$2,500.00	\$5,000.00
	WATER SERVICE LATERAL W/ WATER METER AND PIT	285	EA.	\$1,700.00	\$300,900.00
Total					\$ 1,002,244.00



a **Westwood** team

PROJECT: NEWLIN CROSSING
CLIENT: LENNAR
METRO DISTRICT COST ESTIMATE

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

JOB NUMBER: R0029679
DATE: 10/19/2020
PREPARED BY: DEK

COMBINED METRO DISTRICT SUMMARY

SANITARY SEWER

Item	Description	Quantity		Price/Unit	Cost
	24" SEWER (SDR-35 PVC)	0	L.F.	\$72.00	\$0.00
	18" SEWER (SDR-35 PVC)	0	L.F.	\$67.00	\$0.00
	15" SEWER (SDR-35 PVC)	0	L.F.	\$65.00	\$0.00
	12" SEWER (SDR-35 PVC)	0	L.F.	\$60.00	\$0.00
	8" SEWER (SDR-35 PVC)	7,287	L.F.	\$51.00	\$371,637.00
	4" DIA. MANHOLE (1 at 400 ft spacing)	44	EA.	\$3,400.00	\$149,600.00
	5" DIA. MANHOLE (1 at 400 ft spacing)	7	EA.	\$4,200.00	\$29,400.00
	INTERMEDIATE PLATFORM	0	EA.	\$500.00	\$0.00
	SEWER MAIN CONNECTION	0	EA.	\$2,000.00	\$0.00
	SEWER SERVICE LATERAL W/ WYE TAP	285	EA.	\$1,500.00	\$265,500.00
				Total	\$ 816,137.00

COMBINED METRO DISTRICT SUMMARY

STORM SEWER

Item	Description	Quantity		Price/Unit	Cost
	15" STORM SEWER (Class III RCP)	0	L.F.	\$40.00	\$0.00
	18" STORM SEWER (Class III RCP)	1,224	L.F.	\$50.00	\$61,200.00
	24" STORM SEWER (Class III RCP)	1,800	L.F.	\$66.00	\$118,800.00
	30" STORM SEWER (Class III RCP)	320	L.F.	\$90.00	\$28,800.00
	36" STORM SEWER (Class III RCP)	736	L.F.	\$120.00	\$88,320.00
	42" STORM SEWER (Class III RCP)	1,141	L.F.	\$150.00	\$171,150.00
	48" STORM SEWER (Class III RCP)	634	L.F.	\$165.00	\$104,610.00
	54" STORM SEWER (Class III RCP)	50	L.F.	\$200.00	\$10,000.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$220.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$600.00	\$0.00
	6'X10' BOX CULVERT (Class III RCBC)	0	L.F.	\$875.00	\$0.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	0	EA.	\$50,000.00	\$0.00
	4' DIA. MANHOLE	28	EA.	\$2,800.00	\$78,400.00
	5' DIA. MANHOLE	12	EA.	\$3,800.00	\$45,600.00
	6' DIA. MANHOLE	15	EA.	\$5,000.00	\$75,000.00
	8' DIA. MANHOLE	1	EA.	\$6,000.00	\$6,000.00
	TYPE R INLET (5')	5	EA.	\$6,500.00	\$32,500.00
	TYPE R INLET (10')	20	EA.	\$9,200.00	\$184,000.00
	TYPE R INLET (15')	7	EA.	\$12,000.00	\$84,000.00
	18" FES	0	EA.	\$5,500.00	\$0.00
	24" FES	0	EA.	\$5,900.00	\$0.00
	30" FES	0	EA.	\$6,200.00	\$0.00
	36" FES	0	EA.	\$6,500.00	\$0.00
	48" FES	0	EA.	\$6,800.00	\$0.00
	DROP STRUCTURE MODIFICATIONS	4	EA.	\$60,000.00	\$240,000.00
	CHANNEL CROSSING (CONSPAN)	1	EA.	\$750,000.00	\$750,000.00
				Total	\$2,078,380.00



10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: NEWLIN CROSSING
CLIENT: LENNAR
METRO DISTRICT COST ESTIMATE

JOB NUMBER: R0029679
DATE: 10/19/2020
PREPARED BY: DEK

COMBINED METRO DISTRICT SUMMARY		ROADWAYS			
Item	Description	Quantity		Price/Unit	Cost
	FULL DEPTH ASPHALT PAVEMENT (5" THICK)	38,613	S.Y.	\$22.00	\$849,493.33
	FULL DEPTH ASPHALT TAPER AND TURN (5" THICK)	0	S.Y.	\$22.00	\$0.00
	FULL DEPTH ASPHALT INTERSECTION (5" THICK)	0	S.Y.	\$22.00	\$0.00
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$80.00	\$0.00
	8" THICK AGGREGATE BASE COURSE	38,613	S.Y.	\$9.50	\$366,826.67
	10" THICK AGGREGATE BASE COURSE	0	S.Y.	\$12.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	22,846	L.F.	\$12.50	\$285,575.00
	6" CONCRETE CURB & GUTTER WITH 1' PAN	0	L.F.	\$12.50	\$0.00
	4" LANDSCAPE UNDERDRAIN	0	L.F.	\$10.00	\$0.00
	4" SITE UNDERDRAIN	0	L.F.	\$45.90	\$0.00
	6"X5' CONCRETE SIDEWALK	20,070	L.F.	\$20.00	\$401,400.00
	6"X10' CONCRETE SIDEWALK	6,100	L.F.	\$40.00	\$244,000.00
	CONCRETE CROSSSPAN (6" THICK)	10	EA.	\$2,500.00	\$25,000.00
	HANDICAP RAMPS	59	EA.	\$1,500.00	\$88,500.00
	STRIPING 1/2 width (2 solid edge lines and 2 dashed lane lines - typ)	45,692	L.F.	\$0.35	\$15,992.20
	STRIPING taper (centerline - typ)	0	L.F.	\$0.35	\$0.00
	SIGNAGE (1 Sign every 300 feet)	38	EA.	\$300.00	\$11,423.00
Total					\$ 2,288,210.20

COMBINED METRO DISTRICT SUMMARY		DRY UTILITIES			
Item	Description	Quantity		Price/Unit	Cost
	ON-SITE STREET GAS LINES	0	L.F.	\$0.00	\$0.00
	ON-SITE STREET ELECTRIC LINES	0	L.F.	\$0.00	\$0.00
	LOT GAS SERVICE	0	EA.	\$0.00	\$0.00
	LOT ELECTRIC SERVICE	0	EA.	\$0.00	\$0.00
	STREET LIGHTS (ONE SIDE AT 180' SPACING)	63	EA.	\$0.00	\$0.00
Total					\$ -

COMBINED METRO DISTRICT SUMMARY		LANDSCAPING/MONUMENTATION			
Item	Description	Quantity		Price/Unit	Cost
	STREETSCAPE LANDSCAPING (MEDIANS/SIDEWALK STRIP)	22,846	L.F.	\$0.00	\$0.00
	FENCING	0	L.F.	\$0.00	\$0.00
	IRRIGATION AND SLEEVEING	0	L.F.	\$0.00	\$0.00
	MONUMENTATION	0	LS	\$0.00	\$0.00
Total					\$ -

TOTAL DEVELOPMENT COST \$7,695,937.87

1. IRRIGATION METERS NOT INCLUDED IN THIS ESTIMATE
2. EROSION CONTROL IS ESTIMATED USING EXPERIENCE IN PARKER
3. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
4. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
5. FINAL SUBGRADE TREATMENTS/ROADWAY PAVEMENT DESIGN TO BE PROVIDED BY GEOTECHNICAL ENGINEER
6. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
7. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
8. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
9. FULL DEPTH OVEREXCAVATION ASSUMED ON ALL LOTS
10. 3' OVEREXCAVATION ASSUMED FOR ALL ROADWAYS
11. SITE CUT TO FILL AND IMPORT/EXPORT ESTIMATED BASED ON SITE TOPOGRAPHY
12. CHANNEL REGRADEING ASSUMED TO BE NEEDED AND COST ESTIMATED BASED ON LENGTH OF CHANNEL

EXHIBIT E

Maps Depicting Public Improvements

N:\PROJECTS\NEWLIN CROSSING\CAD\ENGINEERING\EXHIBITS\PUBLIC IMPROVEMENT EXHIBIT_REV2.DWG, AALAMAR, 10/5/20



SHEET NUMBER 1	DRAWN BY: AAL	CHECKED BY: BW	DATE: 8/11/2021	SCALE: 1" = 300'	FILE NO: R0029679.00	NEWLIN CROSSING PUBLIC IMPROVEMENT MAP	LENNAR COMMUNITIES DEVELOPMENT, INC. 9193 S. JAMAICA ST. ENGLEWOOD, CO 80112	 a Westwood team	10323 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: 720.482.9832 www.cmlinc.net westwoodps.com			No.	Revisions	Date	Init.	Appr.	Date

PUBLIC IMPROVEMENT EXHIBIT_rev2.dwg

EXHIBIT F

Financial Plan

**Newlin Crossing Metropolitan District
Douglas County, Colorado**

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**General Obligation Bonds, Series 2022**

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Service Plan

<u>Bond Assumptions</u>	<u>Series 2022</u>
Closing Date	12/1/2022
First Call Date	12/1/2027
Final Maturity	12/1/2062
Discharge Date	12/16/2062
Sources of Funds	
Par Amount	17,175,000
Total	17,175,000
Uses of Funds	
Project Fund	14,125,885
Capitalized Interest	1,473,615
Surplus Deposit	982,000
Cost of Issuance	593,500
Total	17,175,000
Debt Features	
Projected Coverage at Mill Levy Cap	
Tax Status	Tax-Exempt
Rating	Non-Rated
Average Coupon ¹	2.860%
Annual Trustee Fee	\$4,000
Biennial Reassessment	
Residential	4.00%
125% of Par Amount	21,468,750
<u>Tax Authority Assumptions</u>	
Metropolitan District Revenue	
Residential Assessment Ratio ²	
Service Plan Gallagherization Base	7.20%
Assumption	7.15%
Debt Service Mills ²	
Service Plan Mill Levy Cap	39.000
Maximum Adjusted Cap	39.272
Target Mill Levy	39.272
Specific Ownership Tax	6.00%
County Treasurer Fee	1.50%
Fee Revenue	
Infrastructure Capital Mills	5.034
Operations	
Operations Mill Levy	5.034
Town Capital & Maintenance Mill Levy	5.034
Total Mill Levy	54.374

1. 30-year AAA rate of 1.36% on July 22, 2021 plus 150 basis points

2. Assessment ratios and mills for SFA and SFD are adjusted in Collection year 2023 and 2024 per recent changes in state legislation

**Newlin Crossing Metropolitan District
MultiFamily Development Summary**

Statutory Actual Value (2021)	Residential - Multifamily								Total
	TH	-	-	-	-	-	-		
	\$400,000	-	-	-	-	-	-		
2021	-	-	-	-	-	-	-	-	
2022	-	-	-	-	-	-	-	-	
2023	27	-	-	-	-	-	-	27	
2024	36	-	-	-	-	-	-	36	
2025	36	-	-	-	-	-	-	36	
2026	8	-	-	-	-	-	-	8	
2027	-	-	-	-	-	-	-	-	
2028	-	-	-	-	-	-	-	-	
2029	-	-	-	-	-	-	-	-	
2030	-	-	-	-	-	-	-	-	
2031	-	-	-	-	-	-	-	-	
2032	-	-	-	-	-	-	-	-	
2033	-	-	-	-	-	-	-	-	
2034	-	-	-	-	-	-	-	-	
2035	-	-	-	-	-	-	-	-	
2036	-	-	-	-	-	-	-	-	
2037	-	-	-	-	-	-	-	-	
2038	-	-	-	-	-	-	-	-	
2039	-	-	-	-	-	-	-	-	
2040	-	-	-	-	-	-	-	-	
2041	-	-	-	-	-	-	-	-	
2042	-	-	-	-	-	-	-	-	
2043	-	-	-	-	-	-	-	-	
2044	-	-	-	-	-	-	-	-	
2045	-	-	-	-	-	-	-	-	
2046	-	-	-	-	-	-	-	-	
2047	-	-	-	-	-	-	-	-	
2048	-	-	-	-	-	-	-	-	
2049	-	-	-	-	-	-	-	-	
2050	-	-	-	-	-	-	-	-	
2051	-	-	-	-	-	-	-	-	
Total Units	107	-	-	-	-	-	-	107	
Total Statutory Actual Value	\$42,800,000	-	-	-	-	-	-	\$42,800,000	

**Newlin Crossing Metropolitan District
Single Family Development Summary**

Statutory Actual Value (2021)	Residential - Single Family							Total
	SFD 45'	SFD 50'	-	-	-	-	-	
	\$500,000	\$575,000	-	-	-	-	-	
2021	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-
2023	27	27	-	-	-	-	-	54
2024	36	36	-	-	-	-	-	72
2025	33	36	-	-	-	-	-	69
2026	-	23	-	-	-	-	-	23
2027	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
Total Units	96	122	-	-	-	-	-	218
Total Statutory Actual Value	\$48,000,000	\$70,150,000	-	-	-	-	-	\$118,150,000

**Newlin Crossing Metropolitan District
Multifamily Assessed Value**

	Vacant and Improved Land ¹		Residential ²				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 4.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 7.15% 6.80% 6.95%	Assessed Value in Collection Year 2 Year Lag
2021	0	0	-	-	0	0	0
2022	1,080,000	0	-	-	0	0	0
2023	1,440,000	0	27	-	11,236,320	0	0
2024	1,440,000	313,200	36	449,453	26,967,168	0	313,200
2025	320,000	417,600	36	-	42,554,191	803,397	1,220,997
2026	0	417,600	8	1,702,168	47,789,417	1,928,153	2,345,753
2027	0	92,800	-	-	47,789,417	3,042,625	3,135,425
2028	0	0	-	1,911,577	49,700,994	3,416,943	3,416,943
2029	0	0	-	-	49,700,994	3,416,943	3,416,943
2030	0	0	-	1,988,040	51,689,034	3,553,621	3,553,621
2031	0	0	-	-	51,689,034	3,553,621	3,553,621
2032	0	0	-	2,067,561	53,756,595	3,695,766	3,695,766
2033	0	0	-	-	53,756,595	3,695,766	3,695,766
2034	0	0	-	2,150,264	55,906,859	3,843,597	3,843,597
2035	0	0	-	-	55,906,859	3,843,597	3,843,597
2036	0	0	-	2,236,274	58,143,133	3,997,340	3,997,340
2037	0	0	-	-	58,143,133	3,997,340	3,997,340
2038	0	0	-	2,325,725	60,468,859	4,157,234	4,157,234
2039	0	0	-	-	60,468,859	4,157,234	4,157,234
2040	0	0	-	2,418,754	62,887,613	4,323,523	4,323,523
2041	0	0	-	-	62,887,613	4,323,523	4,323,523
2042	0	0	-	2,515,505	65,403,117	4,496,464	4,496,464
2043	0	0	-	-	65,403,117	4,496,464	4,496,464
2044	0	0	-	2,616,125	68,019,242	4,676,323	4,676,323
2045	0	0	-	-	68,019,242	4,676,323	4,676,323
2046	0	0	-	2,720,770	70,740,012	4,863,376	4,863,376
2047	0	0	-	-	70,740,012	4,863,376	4,863,376
2048	0	0	-	2,829,600	73,569,612	5,057,911	5,057,911
2049	0	0	-	-	73,569,612	5,057,911	5,057,911
2050	0	0	-	2,942,784	76,512,397	5,260,227	5,260,227
2051	0	0	-	-	76,512,397	5,260,227	5,260,227
2052	0	0	-	3,060,496	79,572,893	5,470,636	5,470,636
2053	0	0	-	-	79,572,893	5,470,636	5,470,636
2054	0	0	-	3,182,916	82,755,808	5,689,462	5,689,462
2055	0	0	-	-	82,755,808	5,689,462	5,689,462
2056	0	0	-	3,310,232	86,066,041	5,917,040	5,917,040
2057	0	0	-	-	86,066,041	5,917,040	5,917,040
2058	0	0	-	3,442,642	89,508,682	6,153,722	6,153,722
2059	0	0	-	-	89,508,682	6,153,722	6,153,722
2060	0	0	-	3,580,347	93,089,030	6,399,871	6,399,871
2061	0	0	-	-	93,089,030	6,399,871	6,399,871
2062	0	0	-	3,723,561	96,812,591	6,655,866	6,655,866
Total			107	51,174,794			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

2. Years 2022 and 2023 are assessed at a 6.80% rate for multifamily per legislative changes

**Newlin Crossing Metropolitan District
MultiFamily Revenue**

	Total	District Mill Levy Revenue ¹			Infrastructure Capital Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 39.272 Cap 39.272 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	Infrastructure Capital Mill Levy 5.034 Target	Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2022	0	39.272	0	0	5.034	0	0	0	0	0
2023	0	41.294	0	0	5.034	0	0	0	(2,000)	(2,000)
2024	313,200	41.294	12,869	772	5.034	1,569	94	(230)	(2,000)	13,074
2025	1,220,997	39.272	47,711	2,863	5.034	6,116	367	(856)	(2,000)	54,201
2026	2,345,753	39.272	91,662	5,500	5.034	11,749	705	(1,644)	(2,000)	105,972
2027	3,135,425	39.272	122,519	7,351	5.034	15,705	942	(2,198)	(2,000)	142,319
2028	3,416,943	39.272	133,519	8,011	5.034	17,115	1,027	(2,395)	(2,000)	155,277
2029	3,416,943	39.272	133,519	8,011	5.034	17,115	1,027	(2,395)	(2,000)	155,277
2030	3,553,621	39.272	138,860	8,332	5.034	17,799	1,068	(2,491)	(2,000)	161,568
2031	3,553,621	39.272	138,860	8,332	5.034	17,799	1,068	(2,491)	(2,000)	161,568
2032	3,695,766	39.272	144,414	8,665	5.034	18,511	1,111	(2,591)	(2,000)	168,111
2033	3,695,766	39.272	144,414	8,665	5.034	18,511	1,111	(2,591)	(2,000)	168,111
2034	3,843,597	39.272	150,191	9,011	5.034	19,252	1,155	(2,694)	(2,000)	174,915
2035	3,843,597	39.272	150,191	9,011	5.034	19,252	1,155	(2,694)	(2,000)	174,915
2036	3,997,340	39.272	156,199	9,372	5.034	20,022	1,201	(2,802)	(2,000)	181,992
2037	3,997,340	39.272	156,199	9,372	5.034	20,022	1,201	(2,802)	(2,000)	181,992
2038	4,157,234	39.272	162,447	9,747	5.034	20,823	1,249	(2,914)	(2,000)	189,352
2039	4,157,234	39.272	162,447	9,747	5.034	20,823	1,249	(2,914)	(2,000)	189,352
2040	4,323,523	39.272	168,944	10,137	5.034	21,656	1,299	(3,031)	(2,000)	197,006
2041	4,323,523	39.272	168,944	10,137	5.034	21,656	1,299	(3,031)	(2,000)	197,006
2042	4,496,464	39.272	175,702	10,542	5.034	22,522	1,351	(3,152)	(2,000)	204,966
2043	4,496,464	39.272	175,702	10,542	5.034	22,522	1,351	(3,152)	(2,000)	204,966
2044	4,676,323	39.272	182,730	10,964	5.034	23,423	1,405	(3,278)	(2,000)	213,245
2045	4,676,323	39.272	182,730	10,964	5.034	23,423	1,405	(3,278)	(2,000)	213,245
2046	4,863,376	39.272	190,040	11,402	5.034	24,360	1,462	(3,409)	(2,000)	221,854
2047	4,863,376	39.272	190,040	11,402	5.034	24,360	1,462	(3,409)	(2,000)	221,854
2048	5,057,911	39.272	197,641	11,858	5.034	25,334	1,520	(3,545)	(2,000)	230,809
2049	5,057,911	39.272	197,641	11,858	5.034	25,334	1,520	(3,545)	(2,000)	230,809
2050	5,260,227	39.272	205,547	12,333	5.034	26,348	1,581	(3,687)	(2,000)	240,121
2051	5,260,227	39.272	205,547	12,333	5.034	26,348	1,581	(3,687)	(2,000)	240,121
2052	5,470,636	39.272	213,769	12,826	5.034	27,401	1,644	(3,835)	(2,000)	249,806
2053	5,470,636	39.272	213,769	12,826	5.034	27,401	1,644	(3,835)	(2,000)	249,806
2054	5,689,462	39.272	222,319	13,339	5.034	28,498	1,710	(3,988)	(2,000)	259,878
2055	5,689,462	39.272	222,319	13,339	5.034	28,498	1,710	(3,988)	(2,000)	259,878
2056	5,917,040	39.272	231,212	13,873	5.034	29,637	1,778	(4,148)	(2,000)	270,353
2057	5,917,040	39.272	231,212	13,873	5.034	29,637	1,778	(4,148)	(2,000)	270,353
2058	6,153,722	39.272	240,461	14,428	5.034	30,823	1,849	(4,313)	(2,000)	281,247
2059	6,153,722	39.272	240,461	14,428	5.034	30,823	1,849	(4,313)	(2,000)	281,247
2060	6,399,871	39.272	250,079	15,005	5.034	32,056	1,923	(4,486)	(2,000)	292,577
2061	6,399,871	39.272	250,079	15,005	5.034	32,056	1,923	(4,486)	(2,000)	292,577
2062	6,655,866	39.272	260,082	15,605	5.034	33,338	2,000	(4,665)	(2,000)	304,360
Total			6,862,991	411,779		879,637	52,778	(123,108)	(80,000)	8,004,078

1. Years 2023 and 2024 have different mill rates to account for the gallagherized and updated assessment rates

**Newlin Crossing Metropolitan District
Single Family Assessed Value**

	Vacant and Improved Land ¹		Residential ²				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 4.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 7.15% 6.80% 6.95%	Assessed Value in Collection Year 2 Year Lag
2021	0	0	-	-	0	0	0
2022	2,902,500	0	-	-	0	0	0
2023	3,870,000	0	54	-	30,197,610	0	0
2024	3,720,000	841,725	72	1,207,904	72,474,264	0	841,725
2025	1,322,500	1,122,300	69	-	112,740,740	2,159,129	3,281,429
2026	0	1,078,800	23	4,509,630	131,851,839	5,181,910	6,260,710
2027	0	383,525	-	-	131,851,839	8,060,963	8,444,488
2028	0	0	-	5,274,074	137,125,912	9,427,406	9,427,406
2029	0	0	-	-	137,125,912	9,427,406	9,427,406
2030	0	0	-	5,485,036	142,610,949	9,804,503	9,804,503
2031	0	0	-	-	142,610,949	9,804,503	9,804,503
2032	0	0	-	5,704,438	148,315,387	10,196,683	10,196,683
2033	0	0	-	-	148,315,387	10,196,683	10,196,683
2034	0	0	-	5,932,615	154,248,002	10,604,550	10,604,550
2035	0	0	-	-	154,248,002	10,604,550	10,604,550
2036	0	0	-	6,169,920	160,417,922	11,028,732	11,028,732
2037	0	0	-	-	160,417,922	11,028,732	11,028,732
2038	0	0	-	6,416,717	166,834,639	11,469,881	11,469,881
2039	0	0	-	-	166,834,639	11,469,881	11,469,881
2040	0	0	-	6,673,386	173,508,025	11,928,677	11,928,677
2041	0	0	-	-	173,508,025	11,928,677	11,928,677
2042	0	0	-	6,940,321	180,448,346	12,405,824	12,405,824
2043	0	0	-	-	180,448,346	12,405,824	12,405,824
2044	0	0	-	7,217,934	187,666,279	12,902,057	12,902,057
2045	0	0	-	-	187,666,279	12,902,057	12,902,057
2046	0	0	-	7,506,651	195,172,931	13,418,139	13,418,139
2047	0	0	-	-	195,172,931	13,418,139	13,418,139
2048	0	0	-	7,806,917	202,979,848	13,954,865	13,954,865
2049	0	0	-	-	202,979,848	13,954,865	13,954,865
2050	0	0	-	8,119,194	211,099,042	14,513,059	14,513,059
2051	0	0	-	-	211,099,042	14,513,059	14,513,059
2052	0	0	-	8,443,962	219,543,003	15,093,581	15,093,581
2053	0	0	-	-	219,543,003	15,093,581	15,093,581
2054	0	0	-	8,781,720	228,324,723	15,697,325	15,697,325
2055	0	0	-	-	228,324,723	15,697,325	15,697,325
2056	0	0	-	9,132,989	237,457,712	16,325,218	16,325,218
2057	0	0	-	-	237,457,712	16,325,218	16,325,218
2058	0	0	-	9,498,308	246,956,021	16,978,226	16,978,226
2059	0	0	-	-	246,956,021	16,978,226	16,978,226
2060	0	0	-	9,878,241	256,834,262	17,657,355	17,657,355
2061	0	0	-	-	256,834,262	17,657,355	17,657,355
2062	0	0	-	10,273,370	267,107,632	18,363,650	18,363,650
Total			218	140,973,328			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

2. Years 2022 and 2023 are assessed at a 6.95% rate for single family per legislative changes

**Newlin Crossing Metropolitan District
Single Family Revenue**

	Total	District Mill Levy Revenue ¹			Infrastructure Capital Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 39.272 Cap 39.272 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	Infrastructure Capital Mill Levy 5.034 Target	Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2022	0	39.272	0	0	5.034	0	0	0	0	0
2023	0	40.402	0	0	5.034	0	0	0	(2,000)	(2,000)
2024	841,725	40.402	33,837	2,030	5.034	4,216	253	(605)	(2,000)	37,732
2025	3,281,429	39.272	128,224	7,693	5.034	16,436	986	(2,300)	(2,000)	149,040
2026	6,260,710	39.272	244,641	14,678	5.034	31,359	1,882	(4,388)	(2,000)	286,172
2027	8,444,488	39.272	329,974	19,798	5.034	42,297	2,538	(5,919)	(2,000)	386,688
2028	9,427,406	39.272	368,382	22,103	5.034	47,220	2,833	(6,608)	(2,000)	431,930
2029	9,427,406	39.272	368,382	22,103	5.034	47,220	2,833	(6,608)	(2,000)	431,930
2030	9,804,503	39.272	383,117	22,987	5.034	49,109	2,947	(6,872)	(2,000)	449,287
2031	9,804,503	39.272	383,117	22,987	5.034	49,109	2,947	(6,872)	(2,000)	449,287
2032	10,196,683	39.272	398,442	23,907	5.034	51,073	3,064	(7,147)	(2,000)	467,339
2033	10,196,683	39.272	398,442	23,907	5.034	51,073	3,064	(7,147)	(2,000)	467,339
2034	10,604,550	39.272	414,380	24,863	5.034	53,116	3,187	(7,433)	(2,000)	486,113
2035	10,604,550	39.272	414,380	24,863	5.034	53,116	3,187	(7,433)	(2,000)	486,113
2036	11,028,732	39.272	430,955	25,857	5.034	55,241	3,314	(7,731)	(2,000)	505,637
2037	11,028,732	39.272	430,955	25,857	5.034	55,241	3,314	(7,731)	(2,000)	505,637
2038	11,469,881	39.272	448,193	26,892	5.034	57,451	3,447	(8,040)	(2,000)	525,943
2039	11,469,881	39.272	448,193	26,892	5.034	57,451	3,447	(8,040)	(2,000)	525,943
2040	11,928,677	39.272	466,121	27,967	5.034	59,749	3,585	(8,361)	(2,000)	547,060
2041	11,928,677	39.272	466,121	27,967	5.034	59,749	3,585	(8,361)	(2,000)	547,060
2042	12,405,824	39.272	484,766	29,086	5.034	62,139	3,728	(8,696)	(2,000)	569,023
2043	12,405,824	39.272	484,766	29,086	5.034	62,139	3,728	(8,696)	(2,000)	569,023
2044	12,902,057	39.272	504,156	30,249	5.034	64,624	3,877	(9,044)	(2,000)	591,864
2045	12,902,057	39.272	504,156	30,249	5.034	64,624	3,877	(9,044)	(2,000)	591,864
2046	13,418,139	39.272	524,322	31,459	5.034	67,209	4,033	(9,405)	(2,000)	615,618
2047	13,418,139	39.272	524,322	31,459	5.034	67,209	4,033	(9,405)	(2,000)	615,618
2048	13,954,865	39.272	545,295	32,718	5.034	69,898	4,194	(9,782)	(2,000)	640,323
2049	13,954,865	39.272	545,295	32,718	5.034	69,898	4,194	(9,782)	(2,000)	640,323
2050	14,513,059	39.272	567,107	34,026	5.034	72,693	4,362	(10,173)	(2,000)	666,016
2051	14,513,059	39.272	567,107	34,026	5.034	72,693	4,362	(10,173)	(2,000)	666,016
2052	15,093,581	39.272	589,791	35,387	5.034	75,601	4,536	(10,580)	(2,000)	692,736
2053	15,093,581	39.272	589,791	35,387	5.034	75,601	4,536	(10,580)	(2,000)	692,736
2054	15,697,325	39.272	613,383	36,803	5.034	78,625	4,718	(11,003)	(2,000)	720,526
2055	15,697,325	39.272	613,383	36,803	5.034	78,625	4,718	(11,003)	(2,000)	720,526
2056	16,325,218	39.272	637,918	38,275	5.034	81,770	4,906	(11,443)	(2,000)	749,427
2057	16,325,218	39.272	637,918	38,275	5.034	81,770	4,906	(11,443)	(2,000)	749,427
2058	16,978,226	39.272	663,435	39,806	5.034	85,041	5,102	(11,901)	(2,000)	779,484
2059	16,978,226	39.272	663,435	39,806	5.034	85,041	5,102	(11,901)	(2,000)	779,484
2060	17,657,355	39.272	689,972	41,398	5.034	88,443	5,307	(12,377)	(2,000)	810,743
2061	17,657,355	39.272	689,972	41,398	5.034	88,443	5,307	(12,377)	(2,000)	810,743
2062	18,363,650	39.272	717,571	43,054	5.034	91,980	5,519	(12,872)	(2,000)	843,253
Total			18,913,719	1,134,823		2,424,295	145,458	(339,274)	(80,000)	22,199,020

1. Years 2023 and 2024 have different mill rates to account for the gallagherized and updated assessment rates

**Newlin Crossing Metropolitan District
Debt Service**

	Total Revenue Available for Debt Service	Net Debt Service	Surplus Fund			Ratio Analysis	
		Series 2022	Annual Surplus	Cumulative Balance 2022: \$3,435,000	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
		Dated: 12/1/2022 Par: \$17,175,000 Proj: \$14,125,885					
2022	0	0	0	982,000	0	n/a	n/a
2023	0	0	0	982,000	0	n/a	n/a
2024	50,806	0	50,806	1,032,806	0	n/a	n/a
2025	203,240	0	203,240	1,236,046	0	n/a	1487%
2026	392,143	491,205	(99,062)	1,136,984	0	80%	381%
2027	529,007	526,205	2,802	1,139,786	0	101%	n/a
2028	587,207	585,204	2,003	1,141,790	0	100%	n/a
2029	587,207	582,487	4,720	1,146,510	0	101%	n/a
2030	610,856	609,770	1,086	1,147,596	0	100%	n/a
2031	610,856	606,195	4,661	1,152,257	0	101%	n/a
2032	635,450	632,620	2,830	1,155,086	0	100%	n/a
2033	635,450	633,187	2,263	1,157,349	0	100%	n/a
2034	661,028	658,611	2,417	1,159,766	0	100%	n/a
2035	661,028	658,177	2,851	1,162,617	0	100%	n/a
2036	687,629	682,600	5,029	1,167,646	0	101%	n/a
2037	687,629	686,165	1,464	1,169,110	0	100%	n/a
2038	715,294	714,444	850	1,169,960	0	100%	n/a
2039	715,294	711,722	3,572	1,173,532	0	101%	n/a
2040	744,066	743,857	209	1,173,741	0	100%	n/a
2041	744,066	739,848	4,218	1,177,959	0	101%	n/a
2042	773,989	770,696	3,293	1,181,252	0	100%	n/a
2043	773,989	770,400	3,589	1,184,841	0	100%	n/a
2044	805,108	804,818	290	1,185,131	0	100%	n/a
2045	805,108	802,949	2,159	1,187,290	0	100%	n/a
2046	837,472	835,794	1,678	1,188,968	0	100%	n/a
2047	837,472	832,352	5,120	1,194,089	0	101%	n/a
2048	871,131	868,624	2,507	1,196,596	0	100%	n/a
2049	871,131	868,466	2,665	1,199,261	0	100%	n/a
2050	906,137	902,879	3,258	1,202,519	0	100%	n/a
2051	906,137	905,862	275	1,202,793	0	100%	n/a
2052	942,542	938,273	4,269	1,207,063	0	100%	n/a
2053	942,542	939,254	3,288	1,210,351	0	100%	n/a
2054	980,404	979,663	741	1,211,091	0	100%	n/a
2055	980,404	978,356	2,048	1,213,139	0	100%	n/a
2056	1,019,780	1,016,477	3,303	1,216,442	0	100%	n/a
2057	1,019,780	1,017,882	1,898	1,218,340	0	100%	n/a
2058	1,060,731	1,058,572	2,159	1,220,499	0	100%	n/a
2059	1,060,731	1,057,403	3,328	1,223,827	0	100%	n/a
2060	1,103,320	1,100,519	2,801	1,226,628	0	100%	n/a
2061	1,103,320	1,101,633	1,687	1,228,316	0	100%	n/a
2062	1,147,613	1,146,889	724	0	1,229,040	100%	n/a
Total	30,207,098	29,960,058	247,040	46,862,979	1,229,040		

1. Assumes \$982,000 Deposit to Surplus Fund at Closing

**Newlin Crossing Metropolitan District
MultiFamily Revenue**

	Total	Operations Mill Levy Revenue			Expense	Total	T.C. & M. Mill Levy Revenue			Expense	Total	Total Mills
	Assessed Value in Collection Year	O&M Mill Levy 5.034 Cap 5.034 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations	T.C. & M. Mill Levy 5.034 Cap 5.034 Target	Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for T.C. & Maint.	Total District Mills
2022	0	5.034	0	0	0	0	5.034	0	0	0	0	54.374
2023	0	5.034	0	0	0	0	5.034	0	0	0	0	56.396
2024	313,200	5.034	1,569	94	(24)	1,639	5.034	1,569	94	(24)	1,639	56.396
2025	1,220,997	5.034	6,116	367	(92)	6,391	5.034	6,116	367	(92)	6,391	54.374
2026	2,345,753	5.034	11,749	705	(176)	12,278	5.034	11,749	705	(176)	12,278	54.374
2027	3,135,425	5.034	15,705	942	(236)	16,412	5.034	15,705	942	(236)	16,412	54.374
2028	3,416,943	5.034	17,115	1,027	(257)	17,885	5.034	17,115	1,027	(257)	17,885	54.374
2029	3,416,943	5.034	17,115	1,027	(257)	17,885	5.034	17,115	1,027	(257)	17,885	54.374
2030	3,553,621	5.034	17,799	1,068	(267)	18,600	5.034	17,799	1,068	(267)	18,600	54.374
2031	3,553,621	5.034	17,799	1,068	(267)	18,600	5.034	17,799	1,068	(267)	18,600	54.374
2032	3,695,766	5.034	18,511	1,111	(278)	19,344	5.034	18,511	1,111	(278)	19,344	54.374
2033	3,695,766	5.034	18,511	1,111	(278)	19,344	5.034	18,511	1,111	(278)	19,344	54.374
2034	3,843,597	5.034	19,252	1,155	(289)	20,118	5.034	19,252	1,155	(289)	20,118	54.374
2035	3,843,597	5.034	19,252	1,155	(289)	20,118	5.034	19,252	1,155	(289)	20,118	54.374
2036	3,997,340	5.034	20,022	1,201	(300)	20,923	5.034	20,022	1,201	(300)	20,923	54.374
2037	3,997,340	5.034	20,022	1,201	(300)	20,923	5.034	20,022	1,201	(300)	20,923	54.374
2038	4,157,234	5.034	20,823	1,249	(312)	21,760	5.034	20,823	1,249	(312)	21,760	54.374
2039	4,157,234	5.034	20,823	1,249	(312)	21,760	5.034	20,823	1,249	(312)	21,760	54.374
2040	4,323,523	5.034	21,656	1,299	(325)	22,630	5.034	21,656	1,299	(325)	22,630	54.374
2041	4,323,523	5.034	21,656	1,299	(325)	22,630	5.034	21,656	1,299	(325)	22,630	54.374
2042	4,496,464	5.034	22,522	1,351	(338)	23,536	5.034	22,522	1,351	(338)	23,536	54.374
2043	4,496,464	5.034	22,522	1,351	(338)	23,536	5.034	22,522	1,351	(338)	23,536	54.374
2044	4,676,323	5.034	23,423	1,405	(351)	24,477	5.034	23,423	1,405	(351)	24,477	54.374
2045	4,676,323	5.034	23,423	1,405	(351)	24,477	5.034	23,423	1,405	(351)	24,477	54.374
2046	4,863,376	5.034	24,360	1,462	(365)	25,456	5.034	24,360	1,462	(365)	25,456	54.374
2047	4,863,376	5.034	24,360	1,462	(365)	25,456	5.034	24,360	1,462	(365)	25,456	54.374
2048	5,057,911	5.034	25,334	1,520	(380)	26,474	5.034	25,334	1,520	(380)	26,474	54.374
2049	5,057,911	5.034	25,334	1,520	(380)	26,474	5.034	25,334	1,520	(380)	26,474	54.374
2050	5,260,227	5.034	26,348	1,581	(395)	27,533	5.034	26,348	1,581	(395)	27,533	54.374
2051	5,260,227	5.034	26,348	1,581	(395)	27,533	5.034	26,348	1,581	(395)	27,533	54.374
2052	5,470,636	5.034	27,401	1,644	(411)	28,635	5.034	27,401	1,644	(411)	28,635	54.374
2053	5,470,636	5.034	27,401	1,644	(411)	28,635	5.034	27,401	1,644	(411)	28,635	54.374
2054	5,689,462	5.034	28,498	1,710	(427)	29,780	5.034	28,498	1,710	(427)	29,780	54.374
2055	5,689,462	5.034	28,498	1,710	(427)	29,780	5.034	28,498	1,710	(427)	29,780	54.374
2056	5,917,040	5.034	29,637	1,778	(445)	30,971	5.034	29,637	1,778	(445)	30,971	54.374
2057	5,917,040	5.034	29,637	1,778	(445)	30,971	5.034	29,637	1,778	(445)	30,971	54.374
2058	6,153,722	5.034	30,823	1,849	(462)	32,210	5.034	30,823	1,849	(462)	32,210	54.374
2059	6,153,722	5.034	30,823	1,849	(462)	32,210	5.034	30,823	1,849	(462)	32,210	54.374
2060	6,399,871	5.034	32,056	1,923	(481)	33,498	5.034	32,056	1,923	(481)	33,498	54.374
2061	6,399,871	5.034	32,056	1,923	(481)	33,498	5.034	32,056	1,923	(481)	33,498	54.374
2062	6,655,866	5.034	33,338	2,000	(500)	34,838	5.034	33,338	2,000	(500)	34,838	54.374
Total			879,637	52,778	(13,195)	919,221		879,637	52,778	(13,195)	919,221	

1. Years 2023

**Newlin Crossing Metropolitan District
Single Family Revenue**

	Total	Operations Mill Levy Revenue			Expense	Total	T.C. & M. Mill Levy Revenue			Expense	Total	Total Mills
	Assessed Value in Collection Year	O&M Mill Levy 5.034 Cap 5.034 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations	T.C. & M. Mill Levy 5.034 Cap 5.034 Target	Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for T.C. & Maint.	Total District Mills
2022	0	5.034	0	0	0	0	5.034	0	0	0	0	54.374
2023	0	5.034	0	0	0	0	5.034	0	0	0	0	55.504
2024	841,725	5.034	4,216	253	(63)	4,406	5.034	4,216	253	(63)	4,406	55.504
2025	3,281,429	5.034	16,436	986	(247)	17,176	5.034	16,436	986	(247)	17,176	54.374
2026	6,260,710	5.034	31,359	1,882	(470)	32,770	5.034	31,359	1,882	(470)	32,770	54.374
2027	8,444,488	5.034	42,297	2,538	(634)	44,200	5.034	42,297	2,538	(634)	44,200	54.374
2028	9,427,406	5.034	47,220	2,833	(708)	49,345	5.034	47,220	2,833	(708)	49,345	54.374
2029	9,427,406	5.034	47,220	2,833	(708)	49,345	5.034	47,220	2,833	(708)	49,345	54.374
2030	9,804,503	5.034	49,109	2,947	(737)	51,319	5.034	49,109	2,947	(737)	51,319	54.374
2031	9,804,503	5.034	49,109	2,947	(737)	51,319	5.034	49,109	2,947	(737)	51,319	54.374
2032	10,196,683	5.034	51,073	3,064	(766)	53,372	5.034	51,073	3,064	(766)	53,372	54.374
2033	10,196,683	5.034	51,073	3,064	(766)	53,372	5.034	51,073	3,064	(766)	53,372	54.374
2034	10,604,550	5.034	53,116	3,187	(797)	55,507	5.034	53,116	3,187	(797)	55,507	54.374
2035	10,604,550	5.034	53,116	3,187	(797)	55,507	5.034	53,116	3,187	(797)	55,507	54.374
2036	11,028,732	5.034	55,241	3,314	(829)	57,727	5.034	55,241	3,314	(829)	57,727	54.374
2037	11,028,732	5.034	55,241	3,314	(829)	57,727	5.034	55,241	3,314	(829)	57,727	54.374
2038	11,469,881	5.034	57,451	3,447	(862)	60,036	5.034	57,451	3,447	(862)	60,036	54.374
2039	11,469,881	5.034	57,451	3,447	(862)	60,036	5.034	57,451	3,447	(862)	60,036	54.374
2040	11,928,677	5.034	59,749	3,585	(896)	62,437	5.034	59,749	3,585	(896)	62,437	54.374
2041	11,928,677	5.034	59,749	3,585	(896)	62,437	5.034	59,749	3,585	(896)	62,437	54.374
2042	12,405,824	5.034	62,139	3,728	(932)	64,935	5.034	62,139	3,728	(932)	64,935	54.374
2043	12,405,824	5.034	62,139	3,728	(932)	64,935	5.034	62,139	3,728	(932)	64,935	54.374
2044	12,902,057	5.034	64,624	3,877	(969)	67,532	5.034	64,624	3,877	(969)	67,532	54.374
2045	12,902,057	5.034	64,624	3,877	(969)	67,532	5.034	64,624	3,877	(969)	67,532	54.374
2046	13,418,139	5.034	67,209	4,033	(1,008)	70,234	5.034	67,209	4,033	(1,008)	70,234	54.374
2047	13,418,139	5.034	67,209	4,033	(1,008)	70,234	5.034	67,209	4,033	(1,008)	70,234	54.374
2048	13,954,865	5.034	69,898	4,194	(1,048)	73,043	5.034	69,898	4,194	(1,048)	73,043	54.374
2049	13,954,865	5.034	69,898	4,194	(1,048)	73,043	5.034	69,898	4,194	(1,048)	73,043	54.374
2050	14,513,059	5.034	72,693	4,362	(1,090)	75,965	5.034	72,693	4,362	(1,090)	75,965	54.374
2051	14,513,059	5.034	72,693	4,362	(1,090)	75,965	5.034	72,693	4,362	(1,090)	75,965	54.374
2052	15,093,581	5.034	75,601	4,536	(1,134)	79,003	5.034	75,601	4,536	(1,134)	79,003	54.374
2053	15,093,581	5.034	75,601	4,536	(1,134)	79,003	5.034	75,601	4,536	(1,134)	79,003	54.374
2054	15,697,325	5.034	78,625	4,718	(1,179)	82,163	5.034	78,625	4,718	(1,179)	82,163	54.374
2055	15,697,325	5.034	78,625	4,718	(1,179)	82,163	5.034	78,625	4,718	(1,179)	82,163	54.374
2056	16,325,218	5.034	81,770	4,906	(1,227)	85,450	5.034	81,770	4,906	(1,227)	85,450	54.374
2057	16,325,218	5.034	81,770	4,906	(1,227)	85,450	5.034	81,770	4,906	(1,227)	85,450	54.374
2058	16,978,226	5.034	85,041	5,102	(1,276)	88,868	5.034	85,041	5,102	(1,276)	88,868	54.374
2059	16,978,226	5.034	85,041	5,102	(1,276)	88,868	5.034	85,041	5,102	(1,276)	88,868	54.374
2060	17,657,355	5.034	88,443	5,307	(1,327)	92,423	5.034	88,443	5,307	(1,327)	92,423	54.374
2061	17,657,355	5.034	88,443	5,307	(1,327)	92,423	5.034	88,443	5,307	(1,327)	92,423	54.374
2062	18,363,650	5.034	91,980	5,519	(1,380)	96,120	5.034	91,980	5,519	(1,380)	96,120	54.374
Total			2,424,295	145,458	(36,364)	2,533,388		2,424,295	145,458	(36,364)	2,533,388	

1. Years 2023

SOURCES AND USES OF FUNDS

NEWLIN CROSSING METROPOLITAN DISTRICT Douglas County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2022 39.272 Debt Service Mills Non-Rated, 1.00x, 40-yr. Maturity Service Plan

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2022 |
| Delivery Date | 12/01/2022 |

#### Sources:

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 17,175,000.00 |
|                | <hr/>         |
|                | 17,175,000.00 |
|                | <hr/>         |

#### Uses:

|                              |                  |
|------------------------------|------------------|
| Project Fund Deposits:       |                  |
| Project Fund                 | 14,125,885.00    |
| Other Fund Deposits:         |                  |
| Capitalized Interest Fund    | 1,473,615.00     |
| Surplus Deposit              | <hr/> 982,000.00 |
|                              | 2,455,615.00     |
| Cost of Issuance:            |                  |
| Other Cost of Issuance       | 250,000.00       |
| Underwriter's Discount:      |                  |
| Other Underwriter's Discount | 343,500.00       |
|                              | <hr/>            |
|                              | 17,175,000.00    |
|                              | <hr/>            |

## BOND SUMMARY STATISTICS

### NEWLIN CROSSING METROPOLITAN DISTRICT Douglas County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2022

39.272 Debt Service Mills

Non-Rated, 1.00x, 40-yr. Maturity
Service Plan

Dated Date	12/01/2022
Delivery Date	12/01/2022
Last Maturity	12/01/2062
Arbitrage Yield	2.860000%
True Interest Cost (TIC)	2.966021%
Net Interest Cost (NIC)	2.928899%
All-In TIC	3.045082%
Average Coupon	2.860000%
Average Life (years)	29.028
Duration of Issue (years)	19.264
Par Amount	17,175,000.00
Bond Proceeds	17,175,000.00
Total Interest	14,258,673.00
Net Interest	14,602,173.00
Total Debt Service	31,433,673.00
Maximum Annual Debt Service	1,146,889.00
Average Annual Debt Service	785,841.83
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2052	17,175,000.00	100.000	2.860%	29.028
	17,175,000.00			29.028

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	17,175,000.00	17,175,000.00	17,175,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-343,500.00	-343,500.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	16,831,500.00	16,581,500.00	17,175,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	2.966021%	3.045082%	2.860000%

NET DEBT SERVICE

NEWLIN CROSSING METROPOLITAN DISTRICT Douglas County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2022 39.272 Debt Service Mills Non-Rated, 1.00x, 40-yr. Maturity Service Plan

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Capitalized<br/>Interest<br/>Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|------------------------------------------|-----------------------------|
| 12/01/2023               |                  |               | 491,205         | 491,205                       | 491,205                                  |                             |
| 12/01/2024               |                  |               | 491,205         | 491,205                       | 491,205                                  |                             |
| 12/01/2025               |                  |               | 491,205         | 491,205                       | 491,205                                  |                             |
| 12/01/2026               |                  |               | 491,205         | 491,205                       |                                          | 491,205                     |
| 12/01/2027               | 35,000           | 2.860%        | 491,205         | 526,205                       |                                          | 526,205                     |
| 12/01/2028               | 95,000           | 2.860%        | 490,204         | 585,204                       |                                          | 585,204                     |
| 12/01/2029               | 95,000           | 2.860%        | 487,487         | 582,487                       |                                          | 582,487                     |
| 12/01/2030               | 125,000          | 2.860%        | 484,770         | 609,770                       |                                          | 609,770                     |
| 12/01/2031               | 125,000          | 2.860%        | 481,195         | 606,195                       |                                          | 606,195                     |
| 12/01/2032               | 155,000          | 2.860%        | 477,620         | 632,620                       |                                          | 632,620                     |
| 12/01/2033               | 160,000          | 2.860%        | 473,187         | 633,187                       |                                          | 633,187                     |
| 12/01/2034               | 190,000          | 2.860%        | 468,611         | 658,611                       |                                          | 658,611                     |
| 12/01/2035               | 195,000          | 2.860%        | 463,177         | 658,177                       |                                          | 658,177                     |
| 12/01/2036               | 225,000          | 2.860%        | 457,600         | 682,600                       |                                          | 682,600                     |
| 12/01/2037               | 235,000          | 2.860%        | 451,165         | 686,165                       |                                          | 686,165                     |
| 12/01/2038               | 270,000          | 2.860%        | 444,444         | 714,444                       |                                          | 714,444                     |
| 12/01/2039               | 275,000          | 2.860%        | 436,722         | 711,722                       |                                          | 711,722                     |
| 12/01/2040               | 315,000          | 2.860%        | 428,857         | 743,857                       |                                          | 743,857                     |
| 12/01/2041               | 320,000          | 2.860%        | 419,848         | 739,848                       |                                          | 739,848                     |
| 12/01/2042               | 360,000          | 2.860%        | 410,696         | 770,696                       |                                          | 770,696                     |
| 12/01/2043               | 370,000          | 2.860%        | 400,400         | 770,400                       |                                          | 770,400                     |
| 12/01/2044               | 415,000          | 2.860%        | 389,818         | 804,818                       |                                          | 804,818                     |
| 12/01/2045               | 425,000          | 2.860%        | 377,949         | 802,949                       |                                          | 802,949                     |
| 12/01/2046               | 470,000          | 2.860%        | 365,794         | 835,794                       |                                          | 835,794                     |
| 12/01/2047               | 480,000          | 2.860%        | 352,352         | 832,352                       |                                          | 832,352                     |
| 12/01/2048               | 530,000          | 2.860%        | 338,624         | 868,624                       |                                          | 868,624                     |
| 12/01/2049               | 545,000          | 2.860%        | 323,466         | 868,466                       |                                          | 868,466                     |
| 12/01/2050               | 595,000          | 2.860%        | 307,879         | 902,879                       |                                          | 902,879                     |
| 12/01/2051               | 615,000          | 2.860%        | 290,862         | 905,862                       |                                          | 905,862                     |
| 12/01/2052               | 665,000          | 2.860%        | 273,273         | 938,273                       |                                          | 938,273                     |
| 12/01/2053               | 685,000          | 2.860%        | 254,254         | 939,254                       |                                          | 939,254                     |
| 12/01/2054               | 745,000          | 2.860%        | 234,663         | 979,663                       |                                          | 979,663                     |
| 12/01/2055               | 765,000          | 2.860%        | 213,356         | 978,356                       |                                          | 978,356                     |
| 12/01/2056               | 825,000          | 2.860%        | 191,477         | 1,016,477                     |                                          | 1,016,477                   |
| 12/01/2057               | 850,000          | 2.860%        | 167,882         | 1,017,882                     |                                          | 1,017,882                   |
| 12/01/2058               | 915,000          | 2.860%        | 143,572         | 1,058,572                     |                                          | 1,058,572                   |
| 12/01/2059               | 940,000          | 2.860%        | 117,403         | 1,057,403                     |                                          | 1,057,403                   |
| 12/01/2060               | 1,010,000        | 2.860%        | 90,519          | 1,100,519                     |                                          | 1,100,519                   |
| 12/01/2061               | 1,040,000        | 2.860%        | 61,633          | 1,101,633                     |                                          | 1,101,633                   |
| 12/01/2062               | 1,115,000        | 2.860%        | 31,889          | 1,146,889                     |                                          | 1,146,889                   |
|                          | 17,175,000       |               | 14,258,673      | 31,433,673                    | 1,473,615                                | 29,960,058                  |

## BOND SOLUTION

### NEWLIN CROSSING METROPOLITAN DISTRICT Douglas County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2022

39.272 Debt Service Mills

Non-Rated, 1.00x, 40-yr. Maturity
Service Plan

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>CAPI & DSRF Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Serv Coverage</i>
12/01/2023		491,205	-491,205				
12/01/2024		491,205	-491,205		50,806	50,806	
12/01/2025		491,205	-491,205		204,914	204,914	
12/01/2026		491,205		491,205	392,143	-99,062	79.83294%
12/01/2027	35,000	526,205		526,205	529,007	2,802	100.53251%
12/01/2028	95,000	585,204		585,204	587,207	2,003	100.34234%
12/01/2029	95,000	582,487		582,487	587,207	4,720	100.81038%
12/01/2030	125,000	609,770		609,770	610,856	1,086	100.17805%
12/01/2031	125,000	606,195		606,195	610,856	4,661	100.76884%
12/01/2032	155,000	632,620		632,620	635,450	2,830	100.44733%
12/01/2033	160,000	633,187		633,187	635,450	2,263	100.35738%
12/01/2034	190,000	658,611		658,611	661,028	2,417	100.36697%
12/01/2035	195,000	658,177		658,177	661,028	2,851	100.43315%
12/01/2036	225,000	682,600		682,600	687,629	5,029	100.73674%
12/01/2037	235,000	686,165		686,165	687,629	1,464	100.21336%
12/01/2038	270,000	714,444		714,444	715,294	850	100.11900%
12/01/2039	275,000	711,722		711,722	715,294	3,572	100.50191%
12/01/2040	315,000	743,857		743,857	744,066	209	100.02809%
12/01/2041	320,000	739,848		739,848	744,066	4,218	100.57011%
12/01/2042	360,000	770,696		770,696	773,989	3,293	100.42722%
12/01/2043	370,000	770,400		770,400	773,989	3,589	100.46581%
12/01/2044	415,000	804,818		804,818	805,108	290	100.03605%
12/01/2045	425,000	802,949		802,949	805,108	2,159	100.26890%
12/01/2046	470,000	835,794		835,794	837,472	1,678	100.20082%
12/01/2047	480,000	832,352		832,352	837,472	5,120	100.61518%
12/01/2048	530,000	868,624		868,624	871,131	2,507	100.28866%
12/01/2049	545,000	868,466		868,466	871,131	2,665	100.30690%
12/01/2050	595,000	902,879		902,879	906,137	3,258	100.36080%
12/01/2051	615,000	905,862		905,862	906,137	275	100.03031%
12/01/2052	665,000	938,273		938,273	942,542	4,269	100.45499%
12/01/2053	685,000	939,254		939,254	942,542	3,288	100.35007%
12/01/2054	745,000	979,663		979,663	980,404	741	100.07561%
12/01/2055	765,000	978,356		978,356	980,404	2,048	100.20930%
12/01/2056	825,000	1,016,477		1,016,477	1,019,780	3,303	100.32494%
12/01/2057	850,000	1,017,882		1,017,882	1,019,780	1,898	100.18645%
12/01/2058	915,000	1,058,572		1,058,572	1,060,731	2,159	100.20396%
12/01/2059	940,000	1,057,403		1,057,403	1,060,731	3,328	100.31474%
12/01/2060	1,010,000	1,100,519		1,100,519	1,103,320	2,801	100.25455%
12/01/2061	1,040,000	1,101,633		1,101,633	1,103,320	1,687	100.15317%
12/01/2062	1,115,000	1,146,889		1,146,889	1,147,613	724	100.06314%
	17,175,000	31,433,673	-1,473,615	29,960,058	30,208,771	248,713	

EXHIBIT G

Indemnification Letters

1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Newlin Crossing Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Parker (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Newlin Crossing Metropolitan District (the "District"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

Lennar, Colorado, LLC, Developer

By: _____

Title: _____

2. District's Letter

{date – date of organizational meeting}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Newlin Crossing Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the Newlin Crossing Metropolitan District (the "District") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, Lennar, Colorado, LLC (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Newlin Crossing Metropolitan District

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT H

Intergovernmental Agreement

**TOWN OF PARKER
MODEL INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO AND
NEWLIN CROSSING METROPOLITAN DISTRICT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of September, 2021, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the NEWLIN CROSSING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on September 20, 2021 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, specific regional improvements were identified in the Service Plan and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the District’s service area (the “Property”); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (“Town Infrastructure”); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital

and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5.000 mills (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”) to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District.

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 5 mills which shall be used for the ongoing administrative and operating expenses of the District, and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District’s discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the “Mill Levies”) is a material consideration in, and a condition of, the Town’s approval of the District’s Service Plan, and that the Town has relied thereon in approving the

District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Mill Levies that are due to the Town no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Newlin Crossing Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 shall be remitted to the Town within 30 days of their receipt. The monies in the Newlin Crossing Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On a quarterly basis, the Town shall provide to the District an accounting of revenues received from the District attributable to the Mill Levies, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain

the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$21,287,500 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Newlin Crossing Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint Waldron, Esq.
Phone: (303) 858-1800

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jim Maloney, Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. **Execution of Documents.** This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. **Waiver.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. **Default/Remedies.** In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

K. **No Third Party Beneficiaries.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

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

By: _____
_____, President

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefore for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Unless and until the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the follow Regional Infrastructure:

- Regional drainage improvements associated with Newlin Gulch;
- Traffic and safety improvements associated with the intersection of South Chambers Road and East Mainstreet; and

- Traffic and safety improvements associated with the collector road.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- All roadways, storm sewer, and associated items constructed within Town right-of-way;
- Regional roadways serving the District; and
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, homeowners association, or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

The parties agree that the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicated the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or homeowners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate, and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 5 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage improvements (including detention and storm improvements);
- Street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements);
- Traffic and Safety Controls;
- Open Space and Trails;
- Landscaping;
- Parks and Recreation Improvements and Facilities, including clubhouses, recreation centers, and swimming pools;
- Retaining Walls; and
- Irrigation Systems.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Newlin Crossing Metro District (wba) **
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial CO 80122

Description: No. 939616 Service Plan

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-428530

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

NOTICE OF PUBLIC HEARING FOR PROPOSED SERVICE PLAN

IN RE THE PROPOSED SERVICE PLAN
FOR NEWLIN CROSSING METROPOLITAN
DISTRICT, TOWN OF PARKER, DOUGLAS
COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the "Service Plan") for the Newlin Crossing Metropolitan District (the "District") has been filed and is available for public inspection at the offices of White Bear Ankele Tanaka & Waldron, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122 or via email request to Megan Murphy at mmurphy@wbapc.com.

A public hearing on the Service Plan will be held by the Town Council on **September 20, 2021, at 7:00 p.m.**, at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter. Information concerning how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office.

The proposed District is a metropolitan district. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, and other improvements and services within the District's boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 39 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 5 mills and will be set forth in an intergovernmental agreement between the District and the Town, all mill levies are subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 86 acres located to the south of E. Lincoln Avenue, east of S. Chambers Road, west of S. Jordan Road and north of E. Mainstreet, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL
OF THE TOWN OF PARKER

Legal Notice No. 939616
First Publication: September 2, 2021
Last Publication: September 2, 2021
Publisher: Douglas County News-Press

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in The Denver Post
on the following date(s):

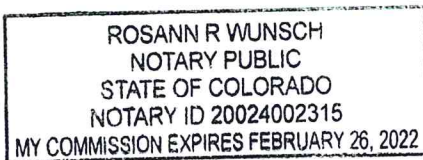
August 27, 2021

Nicole Maestas
Signature

Subscribed and sworn to before me this
27 day of August, 2021.

Rosann R Wunsch
Notary Public

(SEAL)



NOTICE OF PUBLIC HEARING FOR PROPOSED SERVICE PLAN

IN RE THE PROPOSED SERVICE PLAN FOR NEWLIN CROSSING METROPOLITAN DISTRICT,
TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the "Service Plan") for the Newlin Crossing Metropolitan District (the "District") has been filed and is available for public inspection at the offices of White Bear Ankele Tanaka & Waldron, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122 or via email request to Megan Murphy at mmurphy@wbapc.com.

A public hearing on the Service Plan will be held by the Town Council on September 20, 2021, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter. Information concerning how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office.

The proposed District is a metropolitan district. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, and other improvements and services within the District's boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 39 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 5 mills and will be set forth in an intergovernmental agreement between the District and the Town, all mill levies are subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 86 acres located to the south of E. Lincoln Avenue, east of S. Chambers Road, west of S. Jordan Road and north of E. Mainstreet, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF PARKER

PUBLISHED IN: *Denver Post*
PUBLISHED ON: August 27, 2021

EXHIBIT 3

CERTIFICATE CONCERNING NOTICES OF PUBLIC HEARING ON SERVICE PLAN

IN RE THE ORGANIZATION OF NEWLIN CROSSING METROPOLITAN DISTRICT
COUNTY OF DOUGLAS, STATE OF COLORADO

I, Brian S. Bowers, paralegal at the law firm of White Bear Ankele Tanaka & Waldron Professional Corporation, acting on behalf of Lennar Colorado, LLC (the “Petitioner”) for the Newlin Crossing Metropolitan District (the “District”), do hereby certify as follows:

1. That the Town Council of the Town of Parker (the “Town Council”) set a public hearing for September 20, 2021 at 7:00 p.m. at the Council Chambers 20120 East Mainstreet Parker, CO 80138, Colorado (the “Hearing”), for the purpose of considering the Service Plan (the “Service Plan”) for the District and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan;
2. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was provided by U.S. mail on August 27, 2021, to the Petitioner and to the governing body of any existing municipality or special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the proposed District’s boundaries, as set forth on the list attached hereto as **Exhibit B** and incorporated herein by this reference;
3. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was published on August 27, 2021, in the *Denver Post* and published on September 2, 2021, in the *Douglas County News-Press*, A copy of the Affidavits of Publication of Notice of Public Hearing on Service Plan is attached hereto as **Exhibit C** and incorporated herein by this reference;
4. That, pursuant to § 32-1-204(1.5), C.R.S., the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was sent by U.S. mail on August 27, 2021 (which date is no more than thirty days nor less than twenty days prior to the Hearing), to the property owners within the proposed District as listed on the records of the County Assessor, as set forth on the list attached hereto as **Exhibit D** and incorporated herein by this reference.; and

Signed this 13th day of September, 2021.

By: 
Brian S. Bowers

EXHIBIT A
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON SERVICE PLAN

(Notice of Public Hearing)

NOTICE OF PUBLIC HEARING FOR PROPOSED SERVICE PLAN

IN RE THE PROPOSED SERVICE PLAN FOR NEWLIN CROSSING METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the “**Service Plan**”) for the Newlin Crossing Metropolitan District (the “**District**”) has been filed and is available for public inspection at the offices of White Bear Ankele Tanaka & Waldron, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122 or via email request to Megan Murphy at mmurphy@wbapc.com.

A public hearing on the Service Plan will be held by the Town Council on September 20, 2021, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter. Information concerning how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office.

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All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL OF THE TOWN
OF PARKER

PUBLISHED IN: *Denver Post*
PUBLISHED ON: August 27, 2021

PUBLISHED IN: *Douglas County News-Press*
PUBLISHED ON: September 2, 2021

EXHIBIT B
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON SERVICE PLAN

(Mailing List of 3-Mile Taxing Entities)

Airport Vista Metropolitan District 1
Cordillera Corporation
Karen Brady
7800 E Dorado Pl, Ste 250
Englewood, CO 80111-2336

Airport Vista Metro District 2
Cordillera Corporation
Karen Brady
7800 E Dorado Pl, Ste 250
Englewood, CO 80111-2336

Antelope Heights Metro District
CliftonLarsonAllen LLP
Matthew Urkoski
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Anthology West Metropolitan District No. 2
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Anthology West Metropolitan District No. 2 /
Debt Service
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Anthology West Metropolitan District No. 3
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Anthology West Metropolitan District No. 4
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Anthology West Metropolitan District No. 5
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Anthology West Metropolitan District No. 6
White Bear Ankele Tanaka & Waldron
Kristen D Bear
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Arapahoe County Water & Wastewater PID
Arapahoe County Board of Commissioners
John E Bush Jr Deputy County Attorney
5334 S Prince St
Littleton, CO 80166-0001

Belford North Metropolitan District
CliftonLarsonAllen LLP
Josh Miller
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Belford South Metropolitan District
CliftonLarsonAllen LLP
Josh Miller
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Carousel Farms Metropolitan District
CliftonLarsonAllen LLP
Lisa Johnson
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Chambers Highpoint Metropolitan District No. 1
Spencer Fane LLP
Russell Dykstra
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Chambers Highpoint Metropolitan District No. 2
Spencer Fane LLP
Russell Dykstra
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Cherry Creek Basin Water Quality Authority
PO Box 3166
Chuck Reid
Centennial, CO 80161

Cherry Creek South Metropolitan District No. 1
Professional Community Mgmt Services
Jessica Moser
7208 S Tuscan Way, Ste 125
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 10
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 11
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 11
/ Debt Service
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 4
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 5
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 6
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 7
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 8
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

Cherry Creek South Metropolitan District No. 9
White Bear Ankele Tanaka & Waldron
Kristin B Tompkins
2154 E Commons Ave, Ste 2000
Centennial, CO 80112

City of Lone Tree
Jay Robb
9220 Kimmer Dr, Ste 100
Lone Tree, CO 80124

Compark Business Campus Metro
CliftonLarsonAllen LLP
Josh Miller
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Compark Business Campus Metropolitan District
Debt Service
CliftonLarsonAllen LLP
Josh Miller
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Compark Business Campus Metropolitan District
Debt Service No. 2
CliftonLarsonAllen LLP
Josh Miller
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Concord Metropolitan District
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Cottonwood Highlands Metropolitan District No. 1
White, Bear, Ankele, Tanaka & Waldron
K Sean Allen
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Cottonwood Highlands Metropolitan District No. 2
White, Bear, Ankele, Tanaka & Waldron
K Sean Allen
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Cottonwood Metropolitan District
Anthony Boone
8334 Sandreed Cir
Parker, CO 80134

Cottonwood Water & Sanitation District
Mulhern MRE Inc
Luis Tovar
188 Inverness Dr W, Ste 150
Englewood, CO 80112

Cottonwood Water & Sanitation District
Debt Service
Mulhern MRE Inc
Luis Tovar
188 Inverness Dr W, Ste 150
Englewood, CO 80112

Douglas County Government
Douglas County Finance
Helen Kellogg
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
Diane Romero
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
Scott Smith
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
Scott Smith
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
Scott Smith
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance Reserve
Scott Smith
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Soil Conservation District
Pam Brewster
PO Box 688
Franktown, CO 80116

Douglas Public Library District
Bob Pasicznyuk
100 S Wilcox St
Castle Rock, CO 80104

E-470 Potomac Metropolitan District
CliftonLarsonAllen LLP
Bob Blodgett
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

E-470 Public Highway Authority
Tim Stewart
22470 E Stephen D Hogan Pkwy, Ste 100
Aurora, CO 80018

Grandview Estates Rural Water Conservation
Jerri L Hill
PO Box 4292
Parker, CO 80134

Hess Ranch Metropolitan District No. 4
Spencer Fane LLP
Thomas N George
1700 Lincoln St, Ste 2000
Denver, CO 80203

Hess Ranch Metropolitan District No. 5
Spencer Fane LLP
Thomas N George
1700 Lincoln St, Ste 2000
Denver, CO 80203

Hess Ranch Metropolitan District No. 6
Spencer Fane LLP
Thomas N George
1700 Lincoln St, Ste 2000
Denver, CO 80203

Highfield Metropolitan District
Bradbury Properties Inc
Hugh Smith
9380 Station St, Ste 500
Lone Tree, CO 80124

Horse Creek Metropolitan District
Special District Management Services Inc
Judy Leyshon
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Horseshoe Ridge Metropolitan District No. 1
Spencer Fane LLP
David S O'Leary
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Horseshoe Ridge Metropolitan District No. 2
Spencer Fane LLP
David S O'Leary
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Horseshoe Ridge Metropolitan District No. 3
Spencer Fane LLP
David S O'Leary
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Jordan Crossing Metropolitan District
Special District Management Services Inc
Ann E Finn
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Lincoln Creek Metropolitan District
Spencer Fane LLP
Matthew R Dalton
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Lincoln Creek Metropolitan District Debt Service
Spencer Fane LLP
Matthew R Dalton
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Lincoln Meadows Metropolitan District
Strawberry Holdings Inc
Jill Smith
9068 Forsstrom Dr, #C-1
Lone Tree, CO 80124

Lincoln Meadows Metropolitan District Debt
Service
Strawberry Holdings Inc
Jill Smith
9068 Forsstrom Dr, #C-1
Lone Tree, CO 80124

Lincoln Park Metropolitan District
Seter & Vander Wall PC
Kim J Seter
7400 E Orchard Rd, Ste 3300
Greenwood Village, CO 80111

Lincoln Park Metropolitan District Debt Service
Seter & Vander Wall PC
Kim J Seter
7400 E Orchard Rd, Ste 3300
Greenwood Village, CO 80111

Meridian Metropolitan District
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Metropolitan District Debt Service
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Metropolitan District Debt Service 2
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Village Metropolitan District No. 1
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Village Metropolitan District No. 1
Debt Service
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Village Metropolitan District No. 2
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Meridian Village Metropolitan District No. 3
Douglas C Scott
6380 S Fiddlers Green Cir, Ste 400
Greenwood Village, CO 80111

Meridian Village Metropolitan District No. 4
Spencer Fane LLP
Matthew R Dalton
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Neu Towne Metropolitan District
Simmons & Wheeler PC
Janet Van Dorn
304 Inverness Way S, Ste 490
Englewood, CO 80112

North Meridian Metropolitan District
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

Olde Town Metropolitan District
Community Resource Services of CO LLC
Bob Blodgett
7995 E Prentice Ave, Ste 103E
Greenwood Village, CO 80111

Overlook Metropolitan District
McGeady Becher PC
Paula J Williams
450 E 17th Ave, Ste 400
Denver, CO 80203

Parker Automotive Metropolitan District
White, Bear, Ankele, Tanaka & Waldron
Jennifer G Tanaka
2154 E Commons Ave, Ste 2000
Centennial, CO 80122

Parker Central Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Parker Homestead Metropolitan District
Special District Management Services Inc
Ann Finn
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Parker Road Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Parker Water & Sanitation District
Ron Redd
18100 E Woodman Dr
Parker, CO 80134

Pine Bluffs Metropolitan District
Koelbel and Company
Thomas Whyte
5291 E Yale Ave
Denver, CO 80222

Rampart Range Metropolitan District No. 1
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 1
Debt Service
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 2
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 3
McGeady Becher PC
Megan M Becher
450 E 17th Ave, Ste 400
Denver, CO 80203

Rampart Range Metropolitan District No. 4
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 5
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 6
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 7
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 8
CliftonLarsonAllen LLP
Denise Denslow
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Rampart Range Metropolitan District No. 9
McGeady Becher PC
Megan M Becher
450 E 17th Ave, Ste 400
Denver, CO 80203

Regency Metropolitan District
Special District Management Services Inc
Ann E Finn
141 Union Blvd, Ste 150
Lakewood, CO 80228-1898

Regional Transportation District
Jannette Scarpino
1600 Blake St
Denver, CO 80202

Robinson Ranch Metropolitan District
Community Resource Services of CO LLC
Bob Blodgett
7995 E Prentice Ave, Ste 103E
Greenwood Village, CO 80111

Salisbury Heights Metropolitan District
CliftonLarsonAllen LLP
Lisa Johnson
8390 E Crescent Pkwy, Ste 300
Greenwood Village, CO 80111

Sierra Ridge Metropolitan District No. 1
Spencer Fane LLP
Russell Dykstra
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

Sierra Ridge Metropolitan District No. 2
Spencer Fane LLP
Russell Dykstra
1700 Lincoln St, Ste 2000
Denver, CO 80203-4554

South Meridian Metropolitan District
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

South Meridian Metropolitan District
Debt Service
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

South Meridian Metropolitan District
Debt Service No. 2
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

South Meridian Metropolitan District
Debt Service No. 3
Eric Hecox
8351 E Belleview Ave
Denver, CO 80237

South Metropolitan Fire Rescue
Fire Protection District
Bob Baker
9195 E Mineral Ave
Centennial, CO 80112

South Suburban Park & Recreation District
South Suburban Administration
Rob Hanna
4810 E County Line Rd
Littleton, CO 80126

Southeast Public Improvement Metropolitan District
Mulhern MRE Inc
Patrick Mulhern
188 Inverness Dr W, Ste 150
Englewood, CO 80112

Southgate Sanitation District
David Irish
3722 E Orchard Rd
Centennial, CO 80121

Southgate Water District
David Irish
3722 E Orchard Rd
Centennial, CO 80121

Stonegate Village Metropolitan District
Sarah Sjobakken
10252 Stonegate Pkwy
Parker, CO 80134

Town of Parker
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Urban Drainage & Flood Control District
Paul A Hindman
2480 W 26th Ave, Ste 156-B
Denver, CO 80211

Urban Drainage & Flood South Platte
David W Lloyd
2480 W 26th Ave, Ste 156-B
Denver, CO 80211

Villas Metropolitan District
Teleos Management
Angela Elliott
191 University Blvd, #358
Denver, CO 80206

Westcreek Metropolitan District No. 1
Norton & Smith PC
Erin M Smith
1331 17th St, Ste 500
Denver, CO 80202

Westcreek Metropolitan District No. 2
Norton & Smith PC
Erin M Smith
1331 17th St, Ste 500
Denver, CO 80202

EXHIBIT C
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON SERVICE PLAN

(Affidavits of Publication of Notice of Public Hearing on Service Plan)

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

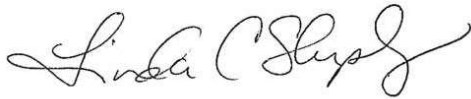
Newlin Crossing Metro District (wba) **
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial CO 80122

Description: No. 939616 Service Plan

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



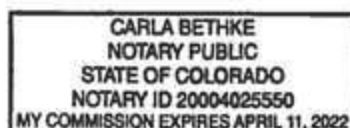
For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-428530

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

NOTICE OF PUBLIC HEARING FOR PROPOSED SERVICE PLAN

IN RE THE PROPOSED SERVICE PLAN
FOR NEWLIN CROSSING METROPOLITAN
DISTRICT, TOWN OF PARKER, DOUGLAS
COUNTY, STATE OF COLORADO

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BY ORDER OF THE TOWN COUNCIL
OF THE TOWN OF PARKER

Legal Notice No. 939616
First Publication: September 2, 2021
Last Publication: September 2, 2021
Publisher: Douglas County News-Press

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in The Denver Post
on the following date(s):

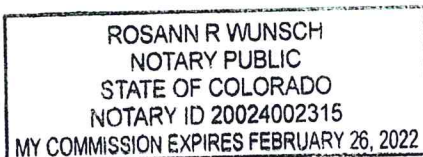
August 27, 2021

Nicole Maestas
Signature

Subscribed and sworn to before me this
27 day of August, 2021.

Rosann R Wunsch
Notary Public

(SEAL)



NOTICE OF PUBLIC HEARING FOR PROPOSED SERVICE PLAN

IN RE THE PROPOSED SERVICE PLAN FOR NEWLIN CROSSING METROPOLITAN DISTRICT,
TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the "Service Plan") for the Newlin Crossing Metropolitan District (the "District") has been filed and is available for public inspection at the offices of White Bear Ankele Tanaka & Waldron, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122 or via email request to Megan Murphy at mmurphy@wbapc.com.

A public hearing on the Service Plan will be held by the Town Council on September 20, 2021, at 7:00 p.m., at Council Chambers 20120 East Mainstreet Parker, CO 80138 Colorado, or as soon thereafter as the Town Council may hear such matter. Information concerning how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office.

The proposed District is a metropolitan district. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, parks and recreation, transportation, and other improvements and services within the District's boundaries authorized by Title 32, Colorado Revised Statutes, subject to the limitations of the Service Plan. The Maximum Debt Mill Levy will be 39 mills, the Infrastructure Capital Mill Levy is 5 mills, the Town Capital and Maintenance Mill Levy will be 5 mills, and the Operations and Maintenance Mill Levy is anticipated to be 5 mills and will be set forth in an intergovernmental agreement between the District and the Town, all mill levies are subject to the limitations set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 86 acres located to the south of E. Lincoln Avenue, east of S. Chambers Road, west of S. Jordan Road and north of E. Mainstreet, Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF PARKER

PUBLISHED IN: *Denver Post*
PUBLISHED ON: August 27, 2021

EXHIBIT D
TO CERTIFICATE OF MAILING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING ON SERVICE PLAN

(Mailing List of Property Owners)

M J DYER
PO BOX 2169
PARKER, CO 801341413

TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 801387334

98 W PARKER LLLP
C/O WES SEGELKE
1720 S BELLAIRE ST #300
DENVER, CO 80222

LENNAR COLORADO LLC
9193 S JAMAICA ST FL 4
ENGLEWOOD, CO 801125946

M J DYER
PO BOX 2169
PARKER, CO 801341413

ORDINANCE NO. 9.340, Series of 2021

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND NEWLIN CROSSING METROPOLITAN DISTRICT

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Newlin Crossing Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

TOWN OF PARKER MODEL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND NEWLIN CROSSING METROPOLITAN DISTRICT

THIS AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of September, 2021, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the NEWLIN CROSSING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on September 20, 2021 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, specific regional improvements were identified in the Service Plan and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the District’s service area (the “Property”); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (“Town Infrastructure”); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital

and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5.000 mills (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”) to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District.

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 5 mills which shall be used for the ongoing administrative and operating expenses of the District, and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District’s discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the “Mill Levies”) is a material consideration in, and a condition of, the Town’s approval of the District’s Service Plan, and that the Town has relied thereon in approving the

District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Mill Levies that are due to the Town no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Newlin Crossing Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 shall be remitted to the Town within 30 days of their receipt. The monies in the Newlin Crossing Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On a quarterly basis, the Town shall provide to the District an accounting of revenues received from the District attributable to the Mill Levies, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain

the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$21,287,500 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek

damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report (“Annual Report”) to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Newlin Crossing Metropolitan District c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122 Attn: Clint Waldron, Esq. Phone: (303) 858-1800
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To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jim Maloney, Town Attorney
cc: Mary Lou Brown, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. **Execution of Documents.** This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. **Waiver.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. **Default/Remedies.** In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

K. **No Third Party Beneficiaries.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

NEWLIN CROSSING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefore for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Unless and until the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the follow Regional Infrastructure:

- Regional drainage improvements associated with Newlin Gulch;
- Traffic and safety improvements associated with the intersection of South Chambers Road and East Mainstreet; and

- Traffic and safety improvements associated with the collector road.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- All roadways, storm sewer, and associated items constructed within Town right-of-way;
- Regional roadways serving the District; and
- All storm sewer, detention ponds, stream improvements, and other stormwater conveyance infrastructure located on Town, homeowners association, or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

The parties agree that the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicated the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or homeowners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate, and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 5 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage improvements (including detention and storm improvements);
- Street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements);
- Traffic and Safety Controls;
- Open Space and Trails;
- Landscaping;
- Parks and Recreation Improvements and Facilities, including clubhouses, recreation centers, and swimming pools;
- Retaining Walls; and
- Irrigation Systems.