

TOWN OF WINDSOR

ORDINANCE NO. 2021-1630

AN ORDINANCE APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR GREENWALD FARMS METROPOLITAN DISTRICT NOS. 1 & 2, AMENDED AND RESTATED SERVICE PLAN FOR TACINCALA METROPOLITAN DISTRICT NOS. 1-5, AND SERVICE PLAN FOR PRAIRIE SONG METROPOLITAN DISTRICT NOS. 8 & 9, UNIFIED INTO THE CONSOLIDATED SERVICE PLAN FOR PRAIRIE SONG METROPOLITAN DISTRICT NOS. 1-9, AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS

WHEREAS, the Town of Windsor, Colorado (the "Town"), is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the members of the Windsor Town Board (the "Town Board") have been duly elected, chosen and qualified; and

WHEREAS, pursuant to the provisions of Chapter 19, Article 1 of the *Windsor Municipal Code* (the "Special District Ordinance"), the representatives of Prairie Song Metropolitan District Nos. 1-9 (the "Districts") submitted to the Town Board the Amended and Restated Consolidated Service Plan for Greenwald Farms Metropolitan District Nos. 1 & 2, Amended and Restated Service Plan for Tacincala Metropolitan District Nos. 1-5, and Service Plan for Prairie Song Metropolitan District Nos. 8 & 9, unified into the Consolidated Service Plan for Prairie Song Metropolitan District Nos. 1-9 dated September 27, 2021 (the "Service Plan"), which outlines the terms and conditions under which the Districts will be authorized to exist; and

WHEREAS pursuant to Article XV of the Town of Windsor Home Rule Charter (the "Town Charter"), and the Special District Ordinance, the Town Board has full authority to create by ordinance special districts within the Town; and

WHEREAS, the Town Board has considered the Service Plan, and all other testimony and evidence presented; and

WHEREAS, Town Board's approval of the Service Plan is subject to and based upon those conditions and limitations contained in the Service Plan; and

WHEREAS, the Town Board further finds that it is in the best interests of the citizens of Windsor to authorize the appropriate Town officials to enter into an intergovernmental agreement with the Districts in substantially the form as that contained as Exhibit G to the Service Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO:

Section 1. The Town Board hereby determines that all of the jurisdictional and other requirements Special District Ordinance, and the Town Charter have been fulfilled, including those relating to the filing and form of the Service Plan and that notice of the public meetings on this Ordinance was given in the time and manner required by the Ordinance and the Town Charter.

Section 2. The Town Board further determines that all pertinent facts, matters and issues were submitted at the first and second reading of this Ordinance; that all interested parties were heard or had the opportunity to be heard; and, that evidence satisfactory to the Town Board of each of the following was presented either in the Service Plan or upon first and/or second reading:

a. There is sufficient existing and projected need for organized service in the area to be served by the proposed Districts;

b. The existing service in the area to be served by the proposed Districts is not adequate for present and projected needs;

c. The proposed Districts are capable of providing economical and sufficient services to the area they intend upon serving;

d. The area to be included within the proposed Districts has, or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. The Town Board hereby approves the Service Plan. The services and facilities to be provided by the Districts and the powers provided by the Districts shall be subject to the limitations expressed in the Service Plan.

Section 4. The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. This Ordinance shall take effect ten (10) days after publication following final adoption.

Section 6. The Mayor and the Town Clerk are hereby authorized to execute, on behalf of the Town of Windsor, if and when necessary, an Intergovernmental Agreement between the Town of Windsor, Colorado and the Prairie Song Metropolitan District Nos. 1-9 (the "Town IGA") with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with this Ordinance.

Section 7. All acts, orders, resolutions, or parts thereof, of the Town that are inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 8. Should any part or provision of this Ordinance be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, it being the intention that the various provisions hereof are severable.

Section 9. The Town Clerk is hereby directed to advise the representatives of the Districts in writing of this action and to attach a certified copy of this Ordinance for the purpose of filing the same with the District Court of Weld County.

Introduced, passed on first reading and ordered published this 13th day of September, 2021.

TOWN OF WINDSOR, COLORADO

Ken Bennett
Paul Rennemeyer, Mayor

Ken Bennett, mayor Pro Tem

ATTEST:

Karen Frawley
Karen Frawley, Town Clerk



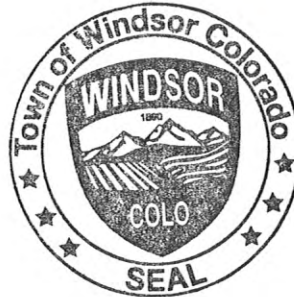
Passed on second reading, and ordered published this 27th day of September, 2021.

TOWN OF WINDSOR, COLORADO

Ken Bennett *Mayor Pro Tem*
Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley
Karen Frawley, Town Clerk



**AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN
FOR
GREENWALD FARMS METROPOLITAN DISTRICT NOS. 1 & 2,**

**AMENDED AND RESTATED SERVICE PLAN
FOR
TACINCALA METROPOLITAN DISTRICT NOS. 1-5, and**

**SERVICE PLAN
FOR
PRAIRIE SONG METROPOLITAN DISTRICT NOS. 8-9**

UNIFIED INTO THE

**CONSOLIDATED SERVICE PLAN
FOR
PRAIRIE SONG METROPOLITAN DISTRICT NOS. 1-9
TOWN OF WINDSOR, COLORADO**

Prepared by:

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Dated September 27, 2021

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I. INTRODUCTION

A. Purpose and Intent.

The Town approved the Consolidated Service Plan for Greenwald Farms Metropolitan District Nos. 1 and 2 (the “**Greenwald Farms Service Plan**”) on August 25, 2008, through Ordinance No. 2008-1333. The Service Area defined in the Greenwald Farms Service Plan includes approximately 158 acres located in the Northwest Quarter of Section 8, Township 8, Range 67 West of the 67th Principal Meridian, generally located at the southeast corner of the intersection of Weld County Road 72 and Weld County Road 15 (the “**Greenwald Farms Service Area**”). The Town approved the Service Plan for Tacincala Metropolitan District Nos. 1-5 (the “**Tacincala Service Plan**”) on September 8, 2014, through Ordinance No. 2014-1480. The Service Area defined in the Tacincala Service Plan is to the immediate east and south of the Greenwald Farms Service Area, and includes approximately 471 acres generally located south of Weld County Road 72, west of State Highway 257 and north of Weld County Road 70. To date, no development has occurred within the Greenwald Farms Service Area or the Tacincala Service Area.

The Project Developer desires to develop the Greenwald Farms Service Area and the Tacincala Service Area as one unified community. Additionally, in order to accommodate the different phasing required for the development of the Public Improvements, as defined herein, in the Service Area, as defined herein, to account for changes in development plans and associated costs, and to ensure the Public Improvements are constructed in the most efficient and cost-effective manner, the Project Developer has determined it necessary to further divide the Service Area and accommodate the creation of two new special districts, Prairie Song Metropolitan District Nos. 8 and 9. In order to do so in a cohesive and efficient manner, the Project Developer proposes to amend and restate the Greenwald Farms Service Plan and the Tacincala Service Plan as well as establish the Service Plan for Prairie Song Metropolitan District Nos. 8 and 9, and unify the Service Area under one consistent name through this Consolidated Service Plan for Prairie Song Metropolitan District Nos. 1-9 (the “**Service Plan**”). This Service Plan will supersede and replace the Greenwald Farms Service Plan and Tacincala Service Plan.

Prairie Song Metropolitan District Nos. 1-9 (the “**Districts**”) are intended to be independent units 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, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated residents and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

A multiple district structure is proposed in this Service Plan due to the expected length of buildout for the project and mixed uses, which is projected to occur over a fifteen to twenty year period. In order to assure delivery of the Public Improvements according to an Approved Development Plan, initial decision making is to be vested in the Project Developer through use of multiple districts. District No. 8 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and acquisition of all Public Improvements. District No. 9 is proposed to be the Overlay Operations District, which will expand its boundaries

over time to include subsequent phases of residential development so that it will eventually overlay all residential areas of the Project. As the Overlay Operations District, District No. 9 will eventually operate and maintain the Public Improvements within the Project that are not otherwise dedicated to the Town and will provide covenant control and design review services. District Nos. 1, 2, 3, 4, 5, 6 and 7 are proposed to be the Financing Districts, which are expected to include all or substantially all of the future development comprising the Project and provide the revenue to support the Districts' Improvements and other services. The Coordinating District will be permitted to provide public service and facilities throughout the Districts pursuant to this Service Plan. Further, and notwithstanding the foregoing, the Districts may provide the Public Improvements and related services through any combination of Districts for the benefit of the property within the Service Area, subject to the limitations of this Service Plan. The Districts will consider from time-to-time whether they are eligible for inactive status under Section 32-1-104, C.R.S., and whether opting into such status will provide a cost savings to the Districts.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article 1 of Chapter 19 of the Town Code.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts 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 Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of a Debt Mill Levy to be imposed by the Districts. All Debt is expected to be repaid by taxes imposed and collected by the Districts at a property tax mill levy rate no higher than the limit set forth herein for the Debt Mill Levy and for a duration not to exceed the Maximum Debt Mill Levy Imposition Term, and from other legally available revenues, including, but not limited to, Capital Improvement Fees. Debt that is incurred within these parameters (as further described in the Financial Plan) will insulate property owners and property from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are

allowed, but only as specifically addressed in this Service Plan. In no case shall the mill levies imposed by the Districts on any property exceed the Maximum Aggregate Mill Levy.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the Districts have authorized operating functions under this Service Plan, such as the Overlay Operations District, or if by agreement with the Town it is desired that the Districts continue to exist, then the Districts shall not dissolve, but shall retain only the power necessary to impose and collect taxes or Fees to pay for costs associated with said operations and maintenance functions and/or to perform agreements with the Town.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy (which shall not exceed the maximum Debt Mill Levy rate, and which shall not exceed the Maximum Debt Mill Levy Imposition Term) and from Capital Improvement Fees and other legally available revenues. It is the intent of this Service Plan to ensure to the extent possible that, as a result of the formation and operation of the Districts, no taxable property bears a tax burden greater than the Maximum Aggregate Mill Levy in amount, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms, which appear in a capitalized format herein, shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Act: means the Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes.

Approved Development Plan: means a plan, development agreement, or other process established by the Town (including, but not limited to, approval of a final plat or PUD by the Town Board, subdivision improvement agreement, or issuance of a building permit) for identifying and authorizing, among other things, Public Improvements necessary for facilitating development of 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.

Board: means the Board of Directors of a District.

Capital Improvement Fee: has the meaning set forth in Section V(A)(10) below.

Coordinating District: means District No. 8.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt: means bonds, notes, contracts, or other financial obligations for the payment of which the Districts have pledged their general credit, promised to impose an ad valorem property

tax mill levy, and/or have pledged District revenues. The terms do not include contracts through which the Districts procure or provide services or tangible personal or real property without the use of a multiple fiscal year financial obligation.

Debt Mill Levy: means a mill levy imposed for payment of the costs of Public Improvements and incidental capitalized costs, whether such payment is made on a current funding basis or to defray Debt incurred to pay the costs of the Public Improvements. The Debt Mill Levy is further described in Section VI.C. below.

District No. 1: means the Prairie Song Metropolitan District No. 1, formerly known as Greenwald Farms Metropolitan District No. 1.

District No. 2: means the Prairie Song Metropolitan District No. 2, formerly known as Greenwald Farms Metropolitan District No. 2.

District No. 3: means the Prairie Song Metropolitan District No. 3, formerly known as Tacincala Metropolitan District No. 1.

District No. 4: means the Prairie Song Metropolitan District No. 4, formerly known as Tacincala Metropolitan District No. 2.

District No. 5: means the Prairie Song Metropolitan District No. 5, formerly known as Tacincala Metropolitan District No. 3.

District No. 6: means the Prairie Song Metropolitan District No. 6, formerly known as Tacincala Metropolitan District No. 4.

District No. 7: means the Prairie Song Metropolitan District No. 7, formerly known as Tacincala Metropolitan District No. 5.

District No. 8: means the Prairie Song Metropolitan District No. 8.

District No. 9: means the Prairie Song Metropolitan District No. 9.

Districts: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8 and District No. 9 collectively.

End User: means any owner, or tenant of any owner, of any taxable property within the Districts held as a dwelling or in connection with a business other than real estate development or construction within the Districts. By way of example, a homeowner or residential renter, is an End User. None of the following is an End User: a Project Developer; a business entity that constructs homes within the Project; and a person who has filed (or should, in reasonable prudence, have filed) a conflict of interest disclosure with the Colorado Secretary of State pursuant to Section 24-18-110, C.R.S., on account of his or her business relationship with a Project Developer or other property owner within the 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 Districts or the Project Developer.

Fees: means fees, rates, tolls, penalties and charges as authorized by the Special District Act. The imposition and use of Fees is limited by this Service Plan, including as set forth in Section V.(A).(10).

Financial Plan: means the Financial Plan described in Section VI that is prepared by an External Financial Advisor (or a person or firm skilled in the preparation of financial projections for Colorado special districts) in accordance with the requirements of the Town Code. In the event the Financial Plan is not prepared by an External Financial Advisor, the Financial Plan is accompanied by a letter of support from an External Financial Advisor.

Financing District: means, in the singular, any of District Nos. 1, 2, 3, 4, 5, 6, or 7 individually, as the context requires, or in the plural, District Nos. 1 through 7, collectively.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibits C-2** describing property that is already contained within the municipal boundaries of the Town, and that may be included within the Districts in the future and/or proposed for service through one or more additional districts, as further described in Section III below.

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

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

Map Depicting Public Improvements: means the map or maps attached hereto as **Exhibit E**, showing the approximate expected location(s) of the Public Improvements listed in the Preliminary Infrastructure Plan.

Maximum Aggregate Mill Levy: means the maximum total combined mill levy the Districts are permitted to impose on property for all purposes. The amount is set forth in Section VI.C. below.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.6.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of the Debt Mill Levy on a particular property for purposes of paying the costs of the Public Improvements (as set forth in Section VI.D below).

Operations and Maintenance Mill Levy: means a mill levy the Districts are permitted to impose on property for payment of general operating expenses, including administration, operations, and maintenance costs. The Operations and Maintenance Mill Levy shall not be levied to pay for Public Improvements or Debt. It is further described in Section VI.C. below.

Overlay Operations District: District No. 9 is expected to serve as an operations, maintenance and administrative district that will overlay all property zoned for residential use in the Project.

Preliminary Infrastructure Plan: means the Preliminary Infrastructure Plan described in Section V.B. which includes: (a) a preliminary list of the Public Improvements to be developed by the Districts; and (b) an estimate of the cost of the Public Improvements.

Project: means the development or property referred to for land use planning purposes as Prairie Song.

Project Developer: means a person undertaking the development of the Project and any individual or affiliated entity, such as a parent or subsidiary entity or entity under common control or ownership. The term also includes a master or limited developer and any successor developer. The current Project Developer and proponent of the Districts is Prairie Song Development LLC.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the Districts as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future property owners and residents of the Service Area.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map after such property has been included.

Service Plan: means this service plan for the Districts approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with applicable state law.

Service Plan Intergovernmental Agreement: means the intergovernmental agreement entered into by the town and the Districts in substantially the form as attached hereto as **Exhibit G**.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

TABOR: means article X, section 20 of the Colorado Constitution.

Town: means the Town of Windsor, Colorado.

Town Board: means the Town Board of the Town of Windsor, Colorado.

Town Code: means the Town of Windsor Code and any Town Board-adopted regulations, rules, or policies promulgated thereunder, as the same may be amended from time to time.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 297.4 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 274.1 acres. Legal descriptions of the Initial District Boundaries are attached hereto as part of **Exhibit A-1 through A-9**. Maps of the Initial District Boundaries are attached hereto as **Exhibit C-1 through C-9**. A map of the Inclusion Area Boundaries presently lying within the corporate boundaries of the Town, together with a legal description, is attached hereto as **Exhibit C-10**. A vicinity map is attached hereto as **Exhibit B**. The property within the Initial District Boundaries is currently owned by Janice and Wayne Leistikow, CNTL LLC, Tacincala Investments LLC and WinTac Investments LLC.

It is anticipated that the Districts' boundaries may change from time to time as inclusions and exclusions occur pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in this Service Plan. Property within the Inclusion Area Boundaries may be included into the boundaries of the Districts or may be the subject of a proposed Service Plan Amendment for the creation of one or more additional financing districts to serve such areas.

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The Service Area consists of approximately 571.5 acres. The Service Area is planned to include residential area. The current assessed valuation of the Initial District Boundaries is assumed to be \$0 for this Service Plan and, at build out, is expected to be approximately \$134,278,628, which amount is expected to be sufficient to reasonably discharge the Debt to be incurred by the Districts. The estimated population within the District Boundaries at build out is expected to be approximately 6,225 persons.

Approval of this Service Plan by the Town does not imply approval of the Project for development, nor does it imply approval of the number of residential units that may be identified in this Service Plan or any of the exhibits attached hereto or any of the Public Improvements, unless the same is contained within an Approved Development Plan.

V. **DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, SERVICES, AND LIMITATIONS**

A. **Powers of the Districts and Service Plan Amendment.**

The Districts shall have the power and authority to acquire, construct and install the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

If, after the Service Plan is approved, the General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law any or all such powers shall be deemed to be a part hereof and available to or exercised by the Districts upon execution of a written agreement with the Town Board concerning the exercise of such powers, which agreement shall be approved subject to the Town Board's sole legislative discretion. Execution and performance of such agreement by the Districts shall not constitute a material modification of this Service Plan.

1. **Operations and Maintenance Limitation.**

The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board. It is anticipated that the Overlay Operations District will own and maintain certain of the Public Improvements, such as the non-potable water system, in perpetuity.

2. **Development Standards.**

The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the developer of the Project 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. Unless waived by the Town, the Districts shall be required, in accordance with the Town Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to ensure the construction of the applicable Public Improvements, or when the improvements have been completed and finally accepted, whichever shall occur first. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

3. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt, the Districts 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 reasonable current [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.

4. Inclusion and Exclusion Limitation.

The Districts shall not include within their respective boundaries, any property outside of the Initial District Boundaries or the Inclusion Area Boundaries without the prior written consent of the Town Board. The boundaries of the Districts may be adjusted within the boundaries of the Service Area by inclusion or exclusion pursuant to the Act, provided that the following materials are furnished to the Town Planning Department: a) written notice of any proposed inclusion or exclusion is provided at the time of publication of notice of the public hearing thereon; b) an engineer's or surveyor's certificate is provided establishing that the resulting boundary adjustment will not result in legal boundaries for any District extending outside of the Service Area; and c) to the extent the resulting boundary adjustment causes the boundaries of the Districts to overlap, that any consent to such overlap required by Section 32-1-107, C.R.S. is furnished. Notwithstanding the preceding text, property located in an Inclusion Area may not be included into a District pursuant to Section 32-1-401(2)(a), C.R.S., i.e., all Inclusion Area property to be included within a District must be included pursuant to the consent of the fee owner or owners of one hundred percent of the property to be included. Inclusions or exclusions that are not authorized by the preceding text shall require the prior approval of the Town Board, and such approval shall not constitute a material modification of this Service Plan.

5. Initial Debt Limitation.

Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not incur any Debt.

6. Maximum Debt Authorization.

The Districts shall not incur Debt in excess of \$115,000,000 dollars. To the extent the Districts seek to modify the Maximum Debt Authorization, they shall obtain the prior approval of the Town Board. Increases that do not exceed 25% of the amount set forth above and are approved by the Town Board in a written agreement shall not constitute a material modification of this Service Plan. An intergovernmental agreement among two or more of the Districts, pursuant to which one or more District(s) pledge the collection and payment of property taxes and/or Capital Improvement Fees to pay Debt issued by another District (the “**Issuing District**”) shall not count against the Maximum Debt Authorization limitation; provided however, that the Debt of the Issuing District does count against the Maximum Debt Authorization limitation.

7. Monies from Other Governmental Sources.

The Districts 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, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes that shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation.

The Districts shall not file a request with any Court to consolidate with another Title 32 district, other than one of the other Districts, without the prior written consent of the Town.

9. Eminent Domain Limitation.

The Districts shall not exercise their statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and shall be subject to prior consent of the Town Board.

10. Limitation on Using Fees for Capital Improvements.

The Districts are prohibited from imposing or collecting Fees for purposes of paying for Public Improvements or Debt; provided, however, that the Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of Debt and/or costs of Public Improvements in an amount not to exceed \$2,500 per dwelling unit (the “**Capital Improvement Fee**”). No Capital Improvement Fee related to repayment of Debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. The Town undertakes no obligation to inform the Districts as to the status of Certificates of Occupancy or to monitor the collection of Capital Improvement Fees. Notwithstanding any of the foregoing, the restrictions in this paragraph shall not apply to any Fee imposed or collected from taxable property for the purpose of funding administration, operation, and maintenance costs of the Districts.

11. Bankruptcy Limitation.

All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy 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:

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

2. 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).

12. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification.

Any Debt incurred with a pledge or that results in a pledge that exceeds the Maximum Aggregate Mill Levy 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. Covenant Enforcement and Design Review Services Limitation.

The Districts are authorized to transfer responsibility for provision of covenant enforcement services and design review services under a declaration of covenants, conditions, and restrictions (“CCRs”) to a not-for-profit entity controlled by End Users. The Districts shall not impose assessments that might otherwise be authorized to be imposed and collected pursuant to a CCRs. The preceding sentence does not limit the Districts’ ability to impose Fees to defray the costs of covenant enforcement and design review services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District, and any determinations made by the enforcing District under such contract shall be appealable *de novo* to the Board of Directors of the District in which the property that is the subject of the determination is located. The Board of Directors of the District in which the property is located will then have thirty (30) days to hear the appeal or grant an extension; otherwise, the appeal shall be deemed denied.

14. Restrictions on Developer Reimbursements.

a) In the event the District procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the Project Developer or payment to a third party on behalf of the Project Developer, a qualified independent third party shall certify to the Districts that the costs of the Public Improvements are reasonable.

b) A qualified independent third party shall certify to the Districts that Public Improvements financed by a District are fit for intended purposes. Note that this certification standard might differ from the certification standards required by the end-owner of such facilities, such as the Town or other special district.

c) In the event a District agrees to reimburse the Project Developer for an advancement of money, property, or services and such agreement does not qualify as Debt as defined in this Service Plan, then the District shall not pay a rate of interest on such advancement that exceeds a rate equal to the prime rate as published in the Wall Street Journal (“WSJ”) plus two percent (2%) for the applicable period. In the event the WSJ ceases to publish a prime rate, then the Districts shall substitute a rate from a similar market index. The Districts will from time to time monitor the feasibility of issuing Debt, and if the amount owed under the reimbursement agreement can be satisfied with the proceeds of Debt incurred at a cost materially less than the prime rate plus two percent (2%), then the Districts shall take reasonable steps to incur such Debt and satisfy the reimbursement obligation to the Project Developer. The purpose of this paragraph is to set a readily ascertainable ceiling on the rate of interest a District Board of Directors can agree to pay a Project Developer for advancements that do not qualify as Debt; this paragraph neither prevents the District from issuing Debt at a higher rate of interest than the WSJ prime rate plus two percent (2%) nor does it prevent the District from paying a lower rate of interest on a developer reimbursement agreement.

15. Town Trails.

Trails that are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

16. Overlap of Existing Special Districts.

The proponents of the Districts have reviewed the boundaries of the Service Area to determine whether a District is expected to provide the same service to the same property as an existing special or metropolitan district. To the extent prohibited by Section 32-1-107, C.R.S., the Districts shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The Town shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.

17. Overlap of Districts.

No property shall be simultaneously included within the boundaries of more than one of the Districts, except as provided in Section V.A.4. above and in the following sentence. To the extent any District overlaps any other District(s), the total mill levy to be imposed by the Districts to property located in two or more of the Districts shall not exceed the Maximum Aggregate Mill Levy, and the property shall not be subject to a Debt Mill Levy for a period which exceeds the Maximum Debt Mill Levy Imposition Term.

18. Location and Extent Limitation.

To the extent a metropolitan district may have any powers pursuant to Section 31-23-209, C.R.S., with respect to the Town, the District hereby waives and shall not exercise any such powers to override or avoid submitting to the jurisdiction of the Town Board or compliance with the Town Code or other regulations.

19. Disclosure.

Contemporaneously with the inclusion of property into a District, the District shall record a disclosure in the form set forth in **Exhibit H** hereto in the appropriate county's real property records.

20. Meetings.

Beginning when there is any property within a District that is owned by an End User, all of the applicable District's Board meetings shall be held after 5:00 p.m. in order to facilitate attendance by property owners and residents with daytime work schedules and either: a) physically located within the boundaries of the applicable District or the boundaries of the Town or b) held via teleconference, electronically, or in another format that does not require physical presence of the Board or participating members of the public, provided that the meeting notice includes the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

Notwithstanding the foregoing, the Districts' annual public hearing regarding the subsequent year's budget, as required pursuant to Section 29-1-108, C.R.S., shall be held within the boundaries of the Districts or the boundaries of the Town, every year in which there is any property within the Districts that is owned by an End User, except that it may be held via teleconference or electronically in the event of a public health or other public emergency. Nothing herein prevents an individual Director or member of the public from participating via telephone or electronically in a meeting held physically within the District or the Town, to the extent permitted by law.

21. Elections.

The Districts shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., in the designated locations for posting notices of meetings per Section 24-6-402(2)(c), C.R.S., in addition to complying with any other notice requirements of the Special District Act and the Local Government Election Code.

22. Website. The Districts shall establish and maintain a well-organized website readily accessible to the public, including persons with disabilities. In addition to the information required to be posted pursuant to Sec. 32-1-104.5(3)(a), C.R.S., the following public information shall be posted on the website for each District:

- a) name and email address email address for each District Board Member; and phone number where each District Board Member can be reached;

b) upcoming District election dates and related deadlines; a step-by-step description of District election processes; the name, address, phone number and email address of the District's Designated Election Official; and the call for nominations required per Sec. 1-13.5-501(1), C.R.S.;

c) a notice of vacancy for any vacancy on the Board, along with information on how to apply for the position;

d) the date, time and location of upcoming District Board meetings, including special meetings, posted no less than seventy-two (72) hours prior to each meeting date;

e) a complete meeting agenda for each District Board meeting, including special meetings, posted no less than seventy-two (72) hours prior to each meeting date;

f) agendas and minutes from all Board meetings held in 2021 or later;

g) the Districts' Service Plan and all amendments thereto;

h) all Rules and Regulations of the District and all amendments thereto;

i) all active intergovernmental agreements to which the District is a party;

j) all operations and maintenance contracts to which the District is a party;

k) all recorded declarations of covenants if the District provides covenant enforcement and design review services;

l) all active notices of competitive bidding for services and materials purchased by the District;

m) the numerical level of District mill levy for debt service; the numerical level of District mill levy for operations and maintenance; and the aggregate amount of outstanding District debt;

n) the total amount of privately-placed District debt, and the rate of interest accruing thereon;

o) a copy of any fee schedule adopted by the District Board;

p) copies of all TABOR election results with respect to new tax imposition(s) and debt authorization(s), regardless of the year of adoption;

q) a summary description of mill levy adjustments undertaken by the District in response to changes in the method of calculating assessed valuation or any constitutionally-mandated or statutorily-authorized tax credit, cut or abatement for property within the District.

23. 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. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities 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.

The Districts shall be independent units of local government, separate and distinct from the Town, and their 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. Any action of the Districts that (1) violates the limitations set forth in this Section V.A. or (2) violates the limitations set forth in Section VI below, shall be deemed to be a material modification to this Service Plan unless otherwise agreed by the Town as provided for in Section X of this Service Plan or unless otherwise expressly provided herein. Unless otherwise expressly provided herein, any other departure from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departure is a material modification. Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure to the extent permitted by law. Any such determination shall not have a precedential effect on the Town's oversight of other metropolitan districts. Any determinations made by the Town shall be made in the Town's sole legislative discretion.

To the extent permitted by law, the Districts may seek formal approval from the Town Board of modifications to this Service Plan that are not material, but for which the Districts may desire a written amendment and approval by the Town Board. Such approval may be evidenced by any instrument executed by the Town Manager, Town Attorney, or other specially designated representative of the Town Board as to the matters set forth therein and shall be conclusive and final.

B. Preliminary Infrastructure Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. The Preliminary Infrastructure Plan, including: (1) a list of the Public Improvements to be developed by the Districts; and (2) an estimate of the cost of the Public Improvements is attached hereto as **Exhibit D** and is hereby deemed to constitute the preliminary engineering or architectural survey required by Section 32-1-202(2)(c), C.R.S. The Map Depicting Public Improvements is attached hereto as **Exhibit E** and is also available in size and scale approved by the Town Planning Department.

As shown in the Preliminary Infrastructure Plan, the estimated cost of the Public Improvements that may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the Districts is approximately \$152,273,167. The Districts

shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their 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 consistent with, or exceed the standards 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 Districts will continue to develop and refine the Preliminary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt or other funding of the Public Improvements. 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 local, State and Federal requirements. Changes in the Public Improvements, Preliminary Infrastructure Plan, Map Depicting Public Improvements, or costs, shall not constitute material modifications of this Service Plan. Additionally, due to the preliminary nature of the PIP, the Town shall not be bound by the PIP in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the PIP.

C. Operational Services.

The Districts shall be authorized to provide the following ongoing operations and maintenance services:

1. Landscape maintenance and upkeep for common areas and other District owned property within the Districts' boundaries, including, but not limited to, entrance and external streetscapes and the non-potable water system that may be used to irrigate those areas.
2. Maintenance and upkeep for common area fencing and entrance features.
3. District administrative, legal and accounting services.
4. Neighborhood parks and trails.
5. Covenant code enforcement and design review.
6. Solid Waste Management; provided, however, that in approving this Service Plan, the Town is not authorizing the provision of any services in excess of what is already provided by Section 32-1-1006(6), C.R.S.
7. Non-potable water system that may be used to irrigate common areas, other District owned property within the Districts' boundaries and residential yards.

D. Demonstrated Public Benefit.

The Prairie Song development brings forward a master planned community that aligns with the needs and vision of the growing Windsor community. Highlights of this project include:

- A maximum of 2,288 dwelling units at a maximum gross density of 4.0 du/ac for the overall project.
- Planning Areas that permit a mix of housing types and densities. Density is feathered from lower densities on the east and north sides and increases to the west and south.
- Assortment of housing option/densities permitted. Housing types proposed to be included are:
 - Large lot single-family detached.
 - Small to standard size single family detached, both front and rear (alley) load product.
 - Single-family attached and/or paired homes.
 - Cluster / green court and similar.
 - Multi-family, which may include for-rent or condominium options.

This variety of housing types allows for a full range of housing sizes, attainability, and opportunities for living.

- Continuing the use of open space buffering and large lot single-family detached on the northern and eastern boundaries of the community, as was contemplated within the first Master Plan and Annexation Agreement for this property.
- Complete vehicular circulation network, served by a series of Collector level roads connecting to Highway 257, WCR 72, WCR 15, and future WCR 70, respectively. Local streets, though not shown at the master plan or PUD level, are intended to provide easy, and direct access to these main transportation corridors. As designed, it is intended for this network to disperse vehicular trips evenly throughout the community and reduce the burden to the extent feasible on the adjacent road network and provide better access throughout the community and access for those in the greater Windsor area.
- Alleys will serve alley-loaded homes and these alleys will be maintained by the Districts.
- The project will include significant extensions of Town infrastructure, including an extension of the main sewer line which currently ends on the north side of Kern Reservoir. Multiple extensions of this line will be extend through the Prairie Song development, creating opportunities for further development to the south, west, and north of the project.
- Potable water will be looped across the Project site, providing connections for other developments to the south and expanding the Town's water system.

- The Project will provide critical elements of the Town’s stormwater master plan and lays the foundation for future expansion of stormwater outfalls to the Springer Ditch.
- The Districts will finance, operate, and maintain an underdrain system, which is planned to include tie-in locations for other potential underdrain system(s) on properties to the south of the Project.
- Future phases of the Project may include significant partnerships with Lake Canal to reduce losses in the ditch.
- Extensive network of parks and open space interconnected with trails that include passive and active recreational options. This includes a large central park area to serve the Prairie Song community and the Windsor community as a whole. There also exists the opportunity to provide connections to the greater Windsor open space trail network as the surrounding areas develop, furthering Windsor goals. Parks and trails (excluding the Town’s regional trail bisecting the site) will be maintained by the Districts, including the large central park which is envisioned to include a pool and potentially other amenities such as an amphitheater, beer garden, and coffee shop.
- A non-potable irrigation system, which will be financed, maintained, and operated by the Districts.
- The community will have a series of design guidelines, developed and enforced by the Districts, which will ensure architecture, landscape, and other elements are developed in a high-quality and harmonious manner.
- School property located to serve the needs of all residents of Windsor in the area.

VI. FINANCIAL PLAN

A. General.

Embedded in the structure of the Financial Plan are the Town’s policies that (i) the costs of Public Improvements are to be paid from taxes and not from Fees (with the exception of the Capital Improvements Fee) and (ii) property shall not be taxed for more than a period of thirty (30) years to pay the costs of the Public Improvements necessary for or part of the master planned development of the Project of which such property is a part. Accordingly, the costs of Public Improvements, and Debt incurred to fund the same, are to be paid from revenues of the Debt Mill Levy and Capital Improvements Fees; and, the Districts’ administrative, operating and maintenance costs are to be paid from the Operations and Maintenance Mill Levy and Fees. Any ambiguity in this Service Plan is to be resolved consistent with these policies.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from certain revenues and by and through the proceeds of Debt to be incurred by the Districts. The Financial Plan for the Districts shall be to (i) incur no more Debt than the Districts can reasonably pay from revenues derived from the Debt Mill Levy and other legally available revenues and (ii) satisfy all other financial obligations arising out of the Districts' administrative and operations, and maintenance activities.

The total Debt that the Districts shall be permitted to incur shall not exceed the Maximum Debt Authorization; provided, however, that Debt incurred to refund outstanding Debt of the Districts shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value increased expense. District Debt shall be permitted to be incurred on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All bonds and other Debt incurred by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to revenues from the Debt Mill Levy to be imposed upon all taxable property within the Districts and Capital Improvement Fees.

All Debt incurred by the Districts must be incurred in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Maximum Debt Authorization is supported by the Financial Plan prepared by Piper Sandler & Co., attached hereto as **Exhibit F**. The Project Developer has provided valuation and absorption data it believes to be market based and market comparable. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19-1-20(i). of the Town Code.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is incurred. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when incurred, 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 Mill Levies.

A District may impose a "Debt Mill Levy" upon taxable property within such District for payment of Public Improvements, including Debt incurred and other obligations incurred to pay the costs of Public Improvements. The Districts are authorized to promise to impose the Debt Mill Levy for a period not to exceed the Maximum Debt Mill Levy Imposition Term, and revenues derived from the Debt Mill Levy may be pledged to defray Debt. The Debt Mill Levy may not exceed thirty-four (34) mills. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or 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 mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a

change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

An “Operations and Maintenance Mill Levy” may be imposed upon the taxable property within the Districts for payment of administration, operations, and maintenance costs. The Operations and Maintenance Mill Levy shall not exceed the maximum mill levy necessary to pay administration, operations, and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Districts are prohibited from imposing an Operations and Maintenance Mill Levy for purposes of generating revenue to fund Public Improvements or for defraying Debt. The Districts are prohibited from promising to impose an Operations and Maintenance Mill Levy, except that the Districts may, to the extent of authorization under TABOR, promise to impose an Operations and Maintenance Mill Levy in connection with a Debt covenant to fund basic District administrative, operations, and maintenance costs. Revenues derived from the Operations and Maintenance Mill Levy may not be pledged. The Operations and Maintenance Mill Levy imposed by any District or any combination of the Districts on a single property shall not exceed twenty (20) mills. Additionally, the Operations and Maintenance Mill Levy is subject to, and, when combined with the Debt Mill Levy, cannot exceed the Maximum Aggregate Mill Levy. However, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement, then the mill levy limitation may be increased or decreased to reflect such changes, such increases or 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 mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. If a majority of a District’s Board are End Users, the District’s Board votes in favor of the measure, and the same is approved by the Town Board by Resolution, the District’s Operations and Maintenance Mill Levy may be increased above twenty (20) mills, up to the lesser of the amount approved by the District Board or the Town Board, subject to the Maximum Aggregate Mill Levy.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District or any combination of Districts is permitted to impose upon taxable property for any purpose, including payment of Debt, capital improvements costs, administration, operations, and maintenance costs. The Maximum Aggregate Mill Levy is thirty-nine (39) mills. However, if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or 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 mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. By way of example, if a District has imposed a Debt Mill Levy of 30 mills, the maximum Operations and Maintenance Mill Levy that it can simultaneously impose is 9 mills.

D. Maximum Debt Mill Levy Imposition Term.

No District or combination of Districts shall have any authority to impose or collect a Debt Mill Levy on any single property for a period greater than thirty 30 years after the year of the initial imposition of a Debt Mill Levy; this restriction is referred to as the Maximum Mill Levy Imposition Term. The Maximum Mill Levy Imposition Term begins to run on the earlier of (i) the first year the Debt Mill Levy is collected and (ii) five years after the year in which the first building permit for a residential, commercial or industrial building is issued for property within the District. As an example of (ii), if the first building permit in District No. 2 is issued in 2022, then District No. 2 should impose its Debt Mill Levy no later than tax year 2027 (which mill levy would be first collected in 2028). In the event a District fails to impose a Debt Mill Levy within this five-year time period, the Maximum Debt Mill Levy Imposition Period shall be reduced a year for each year that the imposition of the mill levy is delayed. Put another way, a District has a five year window from the initial building permit within which to impose a full thirty-year Debt Mill Levy. In structuring Debt, Districts shall be mindful that this primary revenue source for repayment shall expire at the end of this thirty-year term. The Maximum Public Improvement Mill Levy Imposition Term may be altered only upon approval by the Town pursuant to a separate written intergovernmental agreement, and only upon a finding by the Town of extraordinary burdens to the Districts or extraordinary benefits to be conferred upon the Town by the Districts.

E. Sources of Funds.

As discussed in more detail above, the Districts may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses and operations, and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. The Districts may also rely upon various other revenue sources authorized by law, including loans from the Project Developer. At the Districts' discretion, they may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. Fees, other than Capital Improvement Fees, shall not be imposed for the purpose of paying for Public Improvements or defraying Debt unless specifically permitted by the Town Board, and any such permission shall not constitute a material modification of this Service Plan. The Districts are permitted to pledge revenues from the Capital Improvements Fee to the payment of Debt.

F. Security for Debt.

The Districts do not have the authority to, and shall not, pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' 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 Districts in the payment of any such obligation or performance of any other obligation.

G. 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.

Similar language 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, the Project Developer.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable Districts' Board.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the Districts' organization and initial operations, are anticipated to be \$200,000, which will be eligible for reimbursement from Debt proceeds or other legally available revenues.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be \$50,000. Ongoing administration, operations, and maintenance costs may be paid from property taxes and other revenues.

J. Elections.

The Districts will call an election on the questions of organizing the Districts, electing the initial Boards, and setting in place financial authorizations as required by TABOR. The election will be conducted as required by law.

K. Subdistricts.

The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the specific approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on Debt, taxes, Fees, and other provisions of this Service Plan. Neither the Debt Mill Levy, the Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts 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 Board may elect

to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

L. Special Improvement Districts.

The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

M. Restrictions on Districts Controlled by End User Boards.

This Service Plan's limitations on the Debt Mill Levy, the Operations and Maintenance Mill Levy, the limitation on the use of Fees for Public Improvements, and certain other financial limitations are intended to strike a balance between (i) providing adequate project control and revenue to the Project Developer to facilitate desirable development which will result in demonstrated public benefit and (ii) providing adequate safeguards for protection of residents and taxpayers. When a District Board is composed entirely of End Users, the balance may shift in favor of removing some of the limitations on financial powers. The Town Board may be more inclined to remove financial limitations in scenarios where the District Board wants to add Public Improvements which were not contemplated as part of the Project Developer's master plan for the Project (e.g., 20 years after development a neighborhood wants to renovate and expand the uses of its community center), a District-owned Public Improvement requires significant repairs, maintenance or upgrades and the cost properly rests with the District, or the restructuring of Debt would result in a net present value savings as set forth in Section 11-56-101, *et seq.*, C.R.S. In the event such circumstances are present, the District Board should consider approaching the Town for authorization.

VII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report with the Town Clerk not later than September 1st of each year following the year in which this Service Plan is approved. The Town may waive this requirement in its sole discretion.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year;

2. The audited financial statements of the Districts 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, or the District's application for exemption from Audit;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year and the source of funds for the same;

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

5. Copies of developer Reimbursement Agreements or amendments thereto made in the applicable year.

6. Copies of documentation establishing compliance with Section V.A.14 (Restrictions on Developer Reimbursements).

7. Any other information deemed relevant by the Town Manager.

Districts which are subject to a current resolution of inactive status pursuant to Section 32-1-104, C.R.S., may disregard these annual reporting requirements to the extent the requirements are not applicable.

In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default may be given to the Board of such District, at its last known address. The failure of the Districts to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification, at the discretion of the Town Board.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the Districts were created have been accomplished, the Districts agree to file a petition in the District Court in and for the County of Weld, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding Debt and other financial obligations as required pursuant to State statutes. If the Districts are responsible for ongoing operations and maintenance functions under this Service Plan ("Long Term District Obligations"), the Districts shall not be obligated to dissolve upon any such Town Board determination, subject to the Districts' requirement to obtain the Town's continuing approvals under Section V.A. However, should the Long Term District Obligations be undertaken by the Town or other governmental entity, or should the Districts no longer be obligated to perform the Long Term District Obligations, the Districts agree to commence dissolution proceedings as set forth above.

IX. INTERGOVERNMENTAL AND EXTRATERRITORIAL AGREEMENTS

All intergovernmental agreements must be for purposes, facilities, services or agreements lawfully authorized to be provided by the Districts, pursuant to the State Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, *et seq.*, C.R.S. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein or for other lawful purposes of the Districts. Agreements may also be executed with property owner associations and other service providers. It is expected that the Districts will enter into a Coordinating Agreement that will describe the obligation of the Coordinating District to coordinate construction and/or acceptance of improvements. The Coordinating Agreement is expected to require funding from the Districts through the imposition of a property tax mill levy not to exceed the Maximum Aggregate Mill Levy. It is anticipated that the Districts will enter into an Operations Agreement that will describe the obligation of the Overlay Operations District to provide covenant enforcement and design review services, and administrative and statutory compliance functions on behalf of the Districts generally. It is also expected that the Districts will enter into agreements among themselves providing for the pledge of revenues to the payment of Debt that is authorized to be incurred by the Districts hereunder.

No later than two weeks after their organizational meetings, the Districts and the Town shall enter into a Service Plan Intergovernmental Agreement in substantially the form attached hereto as **Exhibit F**.

No other agreements are required, or known at the time of formation of the Districts to likely be required, to fulfill the purposes of the Districts. Execution of intergovernmental agreements or agreements for extraterritorial services (e.g. outside of the Service Area) by the Districts that are not described in this Service Plan shall require the prior approval of the Town Manager, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the Districts that does not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the Districts acknowledge that the Town Manager's determination as aforesaid will be binding only upon the Town, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S., except as otherwise expressly provided herein. Such other parties shall be deemed to have constructive notice of the provisions of this Service Plan concerning changes, departures or modifications which may be approved by the Town in procedures described herein and not provided in Section 32-1-207, C.R.S., and, to the extent permitted by law, are deemed to be bound by the terms hereof.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), establishes that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

B. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

C. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;

D. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

XII. ORDINANCE OF APPROVAL

The Districts agree to incorporate the Town Board's ordinance of approval, including any conditions on any such approval, into the Service Plan presented to the District Court in and for the County of Weld, Colorado.

EXHIBIT A-1

Legal Description of District No. 1

EXHIBIT A-1
LEGAL DESCRIPTION OF DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8, BEING MARKED BY A 3-1/4" ALUMINUM CAP STAMPED L.S. 22098; AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO BEAR S87°27'52"W, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N12°29'55"W, 82.58 FEET TO THE POINT OF BEGINNING;
THENCE S88°57'36"W, A DISTANCE OF 314.86 FEET;
THENCE N00°34'09"W, A DISTANCE OF 281.28 FEET;
THENCE N88°57'36"E, A DISTANCE OF 314.86 FEET;
THENCE S00°34'09"E, A DISTANCE OF 281.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 88,561 SQUARE FEET OR 2.033 ACRES, MORE OR LESS.

EXHIBIT A-2

Legal Description of District No. 2

EXHIBIT A-2
LEGAL DESCRIPTION OF DISTRICT NO. 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8, BEING MARKED BY A 3-1/4" ALUMINUM CAP STAMPED L.S. 22098; AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO BEAR S87°27'52"W, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N12°29'55"W, 82.58 FEET TO THE POINT OF BEGINNING;
THENCE S88°57'36"W, A DISTANCE OF 314.86 FEET;
THENCE N00°34'09"W, A DISTANCE OF 281.28 FEET;
THENCE N88°57'36"E, A DISTANCE OF 314.86 FEET;
THENCE S00°34'09"E, A DISTANCE OF 281.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 88,561 SQUARE FEET OR 2.033 ACRES, MORE OR LESS.

EXHIBIT A-3

Legal Description of District No. 3

EXHIBIT "A"
LEGAL DESCRIPTION
PRAIRIE SONG METROPOLITAN DISTRICT NO. 3

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 8, FROM WHENCE THE SOUTHEAST CORNER OF SECTION 8 BEARS N87°33'30"E A DISTANCE OF 2630.76 FEET ON THE SOUTH LINE OF SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ON THE SAID LINE N87°33'30"E, A DISTANCE OF 2565.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 257;

THENCE ON SAID RIGHT OF WAY N01°06'40"W, A DISTANCE OF 0.94 FEET;

THENCE ON SAID RIGHT OF WAY N01°05'16"W, A DISTANCE OF 59.07 FEET;

THENCE S87°33'30"W, A DISTANCE OF 1192.09 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 41°22'21", A DISTANCE OF 505.46 FEET, A CHORD BEARING OF N71°45'20"W WITH A CHORD DISTANCE OF 494.55 FEET;

THENCE N51°04'09"W, A DISTANCE OF 377.28 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 39°17'00", A DISTANCE OF 479.94 FEET, A CHORD BEARING OF N70°42'38"W WITH A CHORD DISTANCE OF 470.59 FEET

THENCE S89°38'52"W, A DISTANCE OF 170.75 FEET;

THENCE S00°34'09"E, A DISTANCE OF 664.88 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 609,050 SQUARE FEET OR 13.982 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-4

Legal Description of District No. 4

EXHIBIT A-4
LEGAL DESCRIPTION OF DISTRICT NO. 4

TWO PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 8, FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 BEARS S00°34'09"E A DISTANCE OF 2659.51 FEET ON THE WEST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE N00°34'09"W, A DISTANCE OF 759.14 FEET ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE N89°38'42"E, A DISTANCE OF 186.07 FEET

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°03'57", A DISTANCE OF 147.07 FEET, A CHORD BEARING OF N79°06'44"E WITH A CHORD DISTANCE OF 146.24 FEET;

THENCE N68°34'45"E, A DISTANCE OF 226.83 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 06°26'19", A DISTANCE OF 44.95 FEET, A CHORD BEARING OF N71°47'54"E WITH A CHORD DISTANCE OF 44.93 FEET;

THENCE S13°36'27"E, A DISTANCE OF 300.43 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 13°15'19", A DISTANCE OF 92.54 FEET, A CHORD BEARING OF S06°58'48"E WITH A CHORD DISTANCE OF 92.33 FEET;

THENCE S00°21'08"E, A DISTANCE OF 727.92 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 628.32 FEET, A CHORD BEARING OF S44°38'52"W WITH A CHORD DISTANCE OF 565.69 FEET;

THENCE S89°38'52"W, A DISTANCE OF 258.55 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE N00°34'09"W, A DISTANCE OF 630.87 FEET ON SAID WEST LINE AND TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 901,404 SQUARE FEET OR 20.693 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

PARCEL B

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 8, FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 8 BEARS N00°34'09"W A DISTANCE OF 2659.51 FEET ON THE WEST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ON SAID LINE THENCE N00°34'09"W, A DISTANCE OF 664.88 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ON SAID LINE N00°34'09"W, A DISTANCE OF 1176.02 FEET;

THENCE S50°09'21"E, A DISTANCE OF 1037.38 FEET;

THENCE S51°04'09"E, A DISTANCE OF 1187.71 FEET;

THENCE S52°01'13"E, A DISTANCE OF 457.93 FEET;

THENCE S87°33'30"W, A DISTANCE OF 692.22 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 41°22'21", A DISTANCE OF 505.46 FEET, A CHORD BEARING OF N71°45'20"W WITH A CHORD DISTANCE OF 494.55 FEET;

THENCE N51°04'09"W, A DISTANCE OF 377.28 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 39°17'00", A DISTANCE OF 479.94 FEET, A CHORD BEARING OF N70°42'38"W WITH A CHORD DISTANCE OF 470.59 FEET;

THENCE S89°38'52"W, A DISTANCE OF 170.75 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,361,083 SQUARE FEET OR 31.246 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-5

Legal Description of District No. 5

EXHIBIT A-5
LEGAL DESCRIPTION OF DISTRICT NO. 5

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 BEARS S00°34'09"E A DISTANCE OF 2659.51 FEET ON THE WEST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S00°34'09"E A DISTANCE OF 630.87 FEET ON SAID WEST LINE TO THE **POINT OF BEGINNING**;

THENCE N89°38'52"E, A DISTANCE OF 258.55 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 628.32 FEET, A CHORD BEARING OF N44°38'52"E WITH A CHORD DISTANCE OF 565.69 FEET;

THENCE N00°21'08"W, A DISTANCE OF 727.92 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 13°15'19", A DISTANCE OF 92.54 FEET, A CHORD BEARING OF N06°58'48"W WITH A CHORD DISTANCE OF 92.33 FEET;

THENCE N13°36'27"W, A DISTANCE OF 300.43 FEET TO A NON-TANGENT CURVE TO THE RIGHT;

THENCE ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°37'38", A DISTANCE OF 102.12 FEET, A CHORD BEARING OF N82°19'53"E WITH A CHORD DISTANCE OF 101.84 FEET;

THENCE N89°38'42"E, A DISTANCE OF 329.65 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 39°52'45", A DISTANCE OF 208.81 FEET, A CHORD BEARING OF S70°24'55"E WITH A CHORD DISTANCE OF 204.62 FEET;

THENCE S50°28'33"E, A DISTANCE OF 71.05 FEET;

THENCE N39°31'27"E, A DISTANCE OF 280.00 FEET;

THENCE S50°28'33"E, A DISTANCE OF 324.66 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 39°52'45", A DISTANCE OF 139.20 FEET, A CHORD BEARING OF S70°24'55"E WITH A CHORD DISTANCE OF 136.41 FEET;

THENCE N89°38'42"E, A DISTANCE OF 715.69 FEET;

THENCE S01°07'12"E, A DISTANCE OF 641.25 FEET;

THENCE S01°05'16"E, A DISTANCE OF 2604.05 FEET;

THENCE S87°33'30"W, A DISTANCE OF 499.87 FEET;

THENCE N52°01'13"W, A DISTANCE OF 457.93 FEET;

THENCE N51°04'09"W, A DISTANCE OF 1187.71 FEET;

THENCE N50°09'21"W, A DISTANCE OF 1037.38 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8;

THENCE N00°34'09"W, A DISTANCE OF 187.74 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,868,377 SQUARE FEET OR 134.719 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-6

Legal Description of District No. 6

EXHIBIT A-6
LEGAL DESCRIPTION OF DISTRICT NO. 6

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8, FROM WHENCE THE NORTHEAST CORNER OF SECTION 8 BEARS N00°22'31"W A DISTANCE OF 2654.47 FEET ON THE EAST LINE OF THE NORTHEAST QUARTER SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE N00°22'31"W A DISTANCE OF 638.35 FEET ON SAID EAST LINE;

THENCE S89°38'42"W, A DISTANCE OF 108.21 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGH 257 AND THE **POINT OF BEGINNING**;

THENCE S89°38'42"W, A DISTANCE OF 715.69 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 39°52'45", A DISTANCE OF 139.20 FEET, A CHORD BEARING OF N70°24'55"W WITH A CHORD DISTANCE OF 136.41 FEET;

THENCE N50°28'33"W, A DISTANCE OF 324.66 FEET;

THENCE S39°31'27"W, A DISTANCE OF 280.00 FEET;

THENCE N50°28'33"W, A DISTANCE OF 71.05 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 39°52'45", A DISTANCE OF 208.81 FEET, A CHORD BEARING OF N70°24'55"W WITH A CHORD DISTANCE OF 204.62 FEET;

THENCE S89°38'42"W, A DISTANCE OF 329.65 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°03'57", A DISTANCE OF 147.07 FEET, A CHORD BEARING OF S79°06'44"W WITH A CHORD DISTANCE OF 146.24 FEET;

THENCE S68°34'45"W, A DISTANCE OF 226.83 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°03'57", A DISTANCE OF 147.07 FEET, A CHORD BEARING OF S79°06'44"W WITH A CHORD DISTANCE OF 146.24 FEET;

THENCE S89°38'42"W, A DISTANCE OF 186.07 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE ON SAID WEST LINE N00°34'09"W, A DISTANCE OF 1640.11 FEET;

THENCE N87°29'41"E, A DISTANCE OF 387.21 FEET;

THENCE N00°25'04"W, A DISTANCE OF 225.94 FEET;

THENCE N87°28'54"E, A DISTANCE OF 712.78 FEET;

THENCE S00°26'17"E, A DISTANCE OF 450.08 FEET;

THENCE N87°19'54"E, A DISTANCE OF 49.67 FEET;

THENCE S00°28'14"E, A DISTANCE OF 450.86 FEET;

THENCE N87°25'31"E, A DISTANCE OF 447.92 FEET;

THENCE N12°11'46"E, A DISTANCE OF 75.35 FEET;

THENCE N25°25'12"E, A DISTANCE OF 210.66 FEET;

THENCE N34°53'52"E, A DISTANCE OF 258.67 FEET;

THENCE N56°07'55"E, A DISTANCE OF 196.47 FEET;

THENCE N46°06'45"W, A DISTANCE OF 70.48 FEET;

THENCE N50°50'41"E, A DISTANCE OF 472.72 FEET;

THENCE N87°28'54"E, A DISTANCE OF 196.67 FEET;

THENCE S45°57'10"E, A DISTANCE OF 62.13 FEET TO A NON-TANGENT CURVE TO THE LEFT;

THENCE ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 11410.00 FEET, A CENTRAL ANGLE OF 01°10'32", A DISTANCE OF 234.10 FEET, A CHORD BEARING OF S01°09'39"W WITH A CHORD DISTANCE OF 234.10 FEET;

THENCE S01°44'54"W, A DISTANCE OF 1072.29 FEET;

THENCE S01°07'12"E, A DISTANCE OF 632.80 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 3,958,003 SQUARE FEET OR 90.863 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-7

Legal Description of District No. 7

EXHIBIT A-7
LEGAL DESCRIPTION OF DISTRICT NO. 7

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH SIXTEENTH CORNER OF SECTION 8, FROM WHENCE THE WEST CORNER OF SECTION 8 BEARS N00°22'01"W A DISTANCE OF 1327.99 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ON SAID LINE N00°22'01"W, A DISTANCE OF 259.13 FEET;

THENCE N89°38'08"E, A DISTANCE OF 325.20 FEET;

THENCE S00°21'52"E, A DISTANCE OF 515.00 FEET;

THENCE S89°38'08"W, A DISTANCE OF 325.18 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE N00°22'01"W, A DISTANCE OF 255.87 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 167,472 SQUARE FEET OR 3.845 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-8

Legal Description of District No. 8

EXHIBIT A-8
LEGAL DESCRIPTION OF DISTRICT NO. 8

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 BEARS S87°33'30"W A DISTANCE OF 2630.76 FEET ON THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 8, AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S87°33'30"W A DISTANCE OF 113.39 FEET ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE N02°26'30"W A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**;

THENCE S87°33'30"W, A DISTANCE OF 256.93 FEET;

THENCE N01°05'16"W, A DISTANCE OF 339.17 FEET;

THENCE N87°33'30"E, A DISTANCE OF 256.93 FEET;

THENCE S01°05'16"E, A DISTANCE OF 339.17 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 87,120 SQUARE FEET OR 2.000 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT A-9

Legal Description of District No. 9

EXHIBIT A-9
LEGAL DESCRIPTION OF DISTRICT NO. 9

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING A PORTION OF LOT B, RECORDED EXEMPTION 0807-08-01 RE 4528, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER, UNDER RECEPTION NO. 3438014. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 BEARS S87°33'30"W A DISTANCE OF 2630.76 FEET ON THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 8, AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S87°33'30"W A DISTANCE OF 370.32 FEET ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE N02°26'30"W A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**;

THENCE N52°01'13"W, A DISTANCE OF 443.85 FEET;

THENCE N37°58'47"E, A DISTANCE OF 263.34 FEET;

THENCE S52°01'13"E, A DISTANCE OF 230.09 FEET;

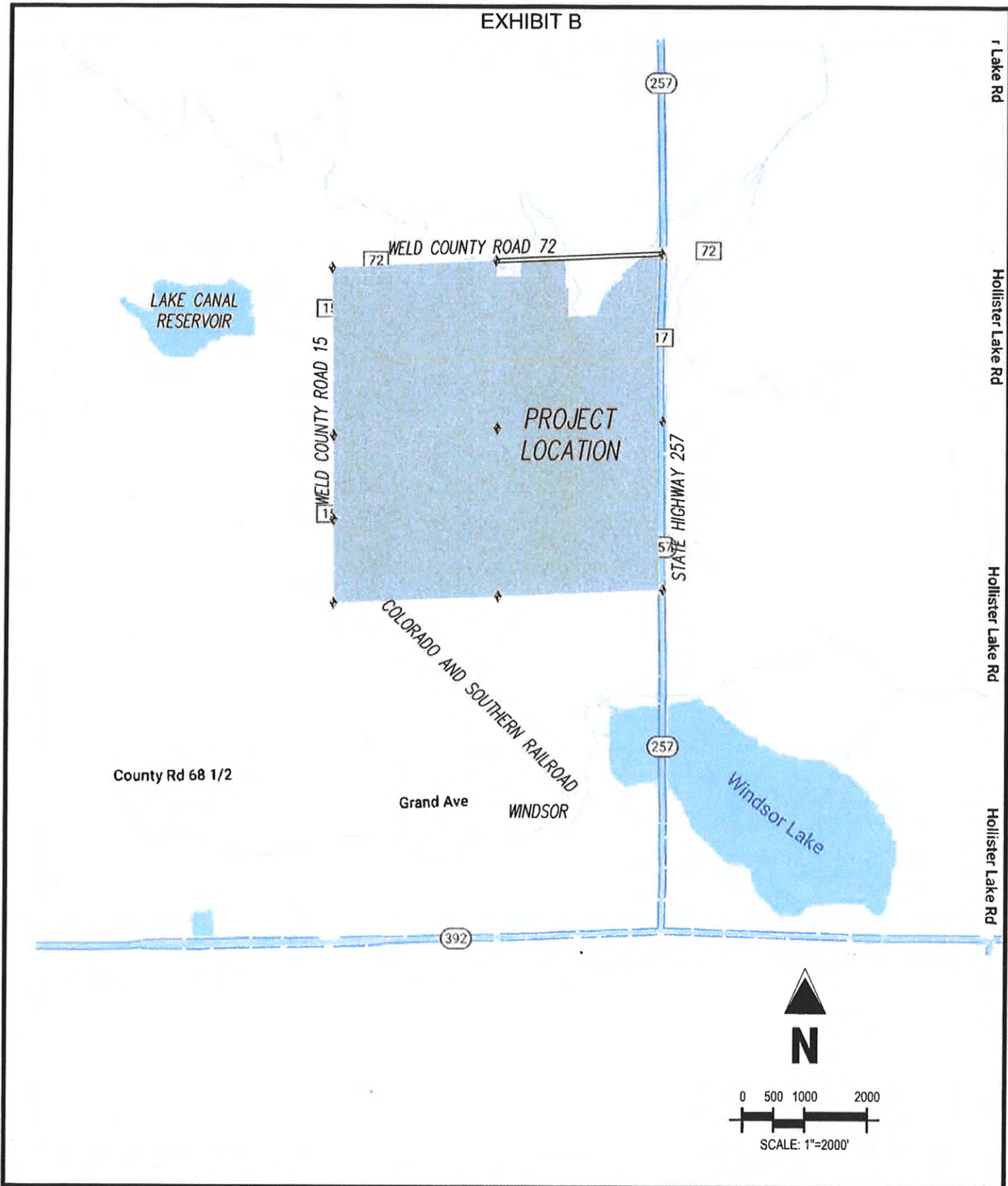
THENCE S01°05'16"E, A DISTANCE OF 339.17 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 88,737 SQUARE FEET OR 2.037 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT B

Vicinity Map

EXHIBIT B



PRAIRIE SONG METROPOLITAN DISTRICTS

VICINITY MAP

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	7/7/2021

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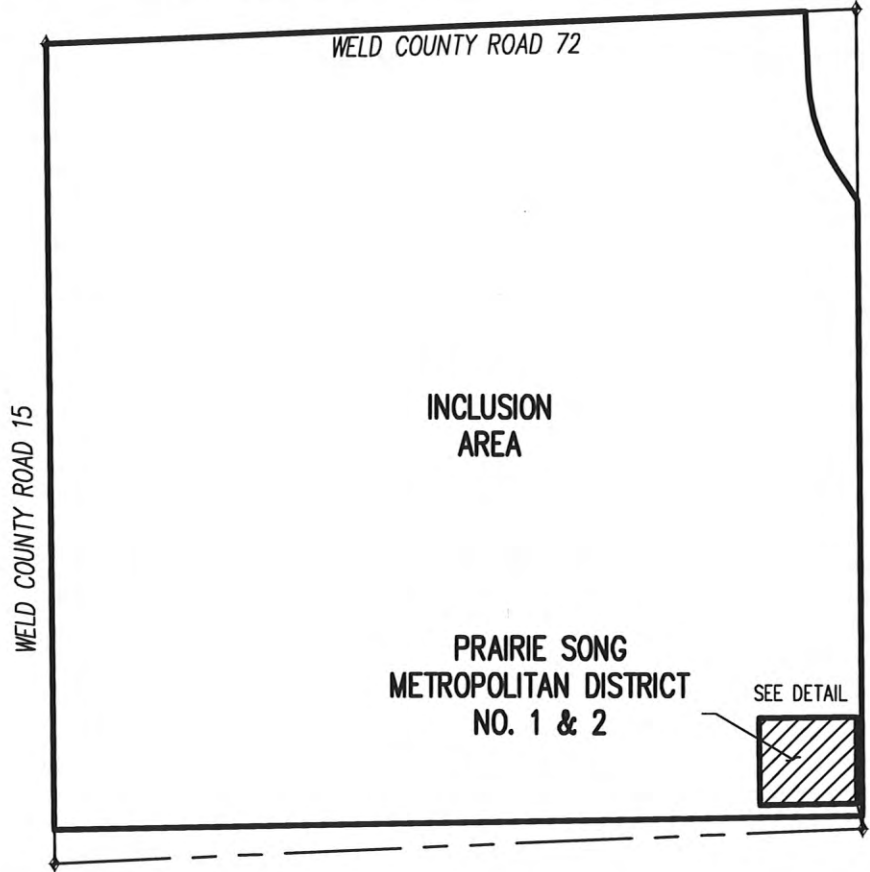
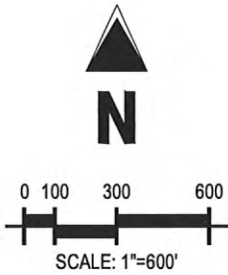
EXHIBIT C-1

Initial District Boundary Map of District No. 1

EXHIBIT C-1

PRAIRIE SONG SUBDIVISION
METRO DISTRICT NO. 1 AND 2, 8 AND 9

*NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AND IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.

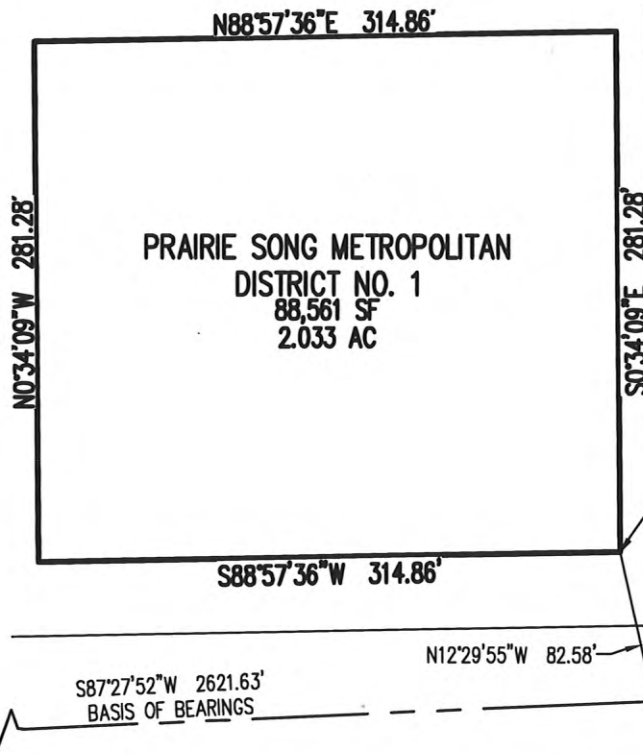


LEGEND

- ALIQUOT CORNER (AS DESCRIBED)
- METRO DISTRICT
- PLSS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET

DETAIL
SCALE: 1" = 100'

WEST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND 2-1/2" PIPE
OF UNKNOWN LENGTH
WITH 3-1/4" ALUMINUM CAP
STAMPED "LS 20685"



OWNER:
WINTAC INVESTMENTS LLC
LOT B, RECORDED
EXEMPTION-4528
REC. NO. 3438014

POINT OF BEGINNING

POINT OF COMMENCEMENT
CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
OF UNKNOWN LENGTH
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	7/2/2021

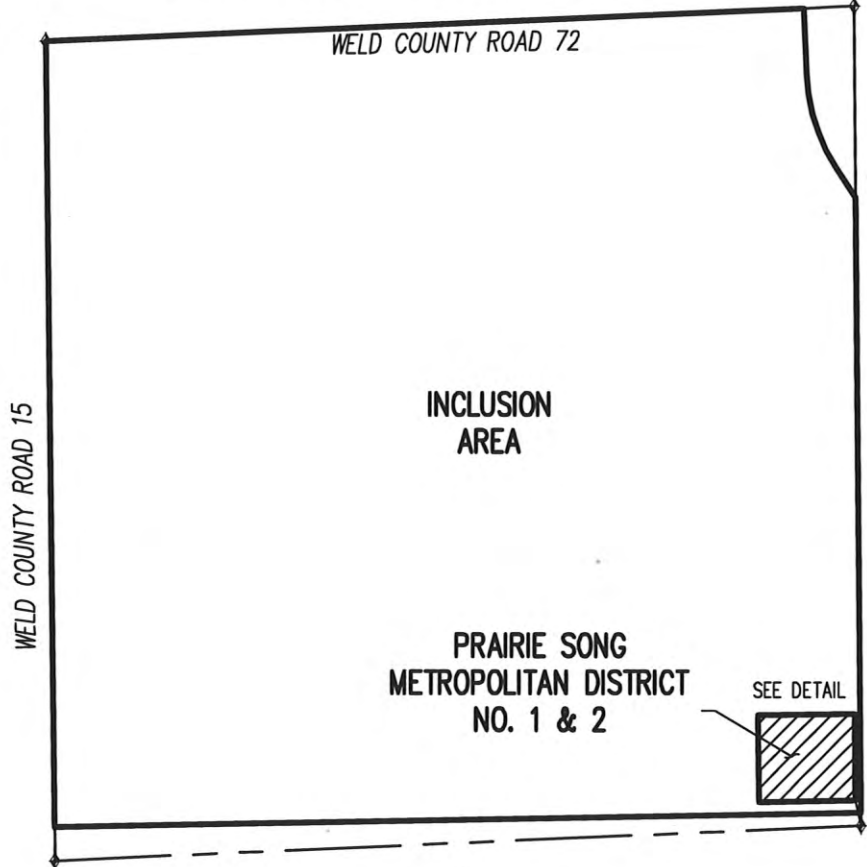
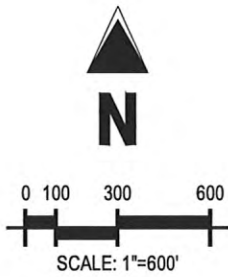
EXHIBIT C-2

Initial District Boundary Map of District No. 2

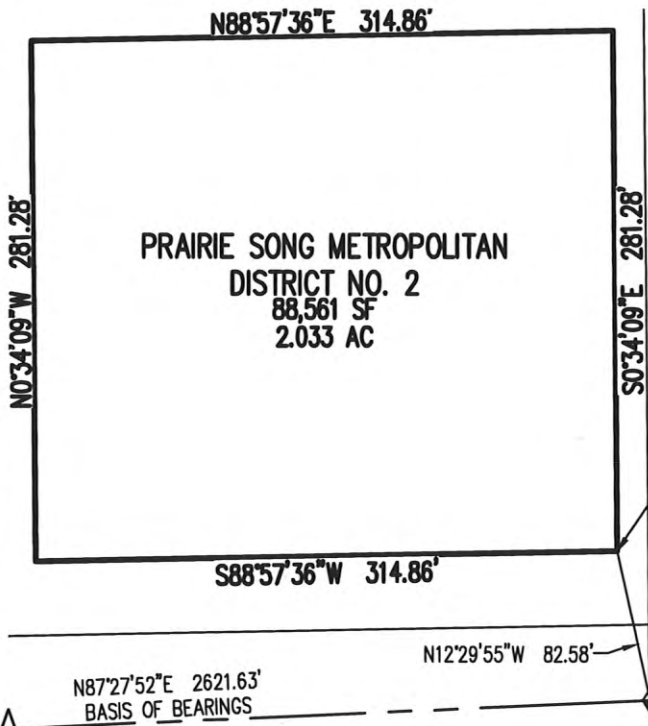
EXHIBIT C-2

PRAIRIE SONG SUBDIVISION
METRO DISTRICT NO. 1 AND 2, 8 AND 9

*NOTE: THIS EXHIBIT DRAWING IS NOT INTENDED TO BE MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AND IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERSEDES THE EXHIBIT DRAWING.



- LEGEND**
- ALIQUOT CORNER (AS DESCRIBED)
 - METRO DISTRICT
 - PLS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET



OWNER:
WINTAC INVESTMENTS LLC
LOT B, RECORDED
EXEMPTION-4528
REC. NO. 3438014

DETAIL
SCALE: 1" = 100'

WEST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND 2-1/2" PIPE
OF UNKNOWN LENGTH
WITH 3-1/4" ALUMINUM CAP
STAMPED "LS 20685"

POINT OF BEGINNING

POINT OF COMMENCEMENT
CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
OF UNKNOWN LENGTH
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

N87°27'52"E 2621.63'
BASIS OF BEARINGS

N12°29'55"W 82.58'

INITIAL DISTRICT BOUNDARY MAP OF DISTRICT NO. 2

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	7/2/2021

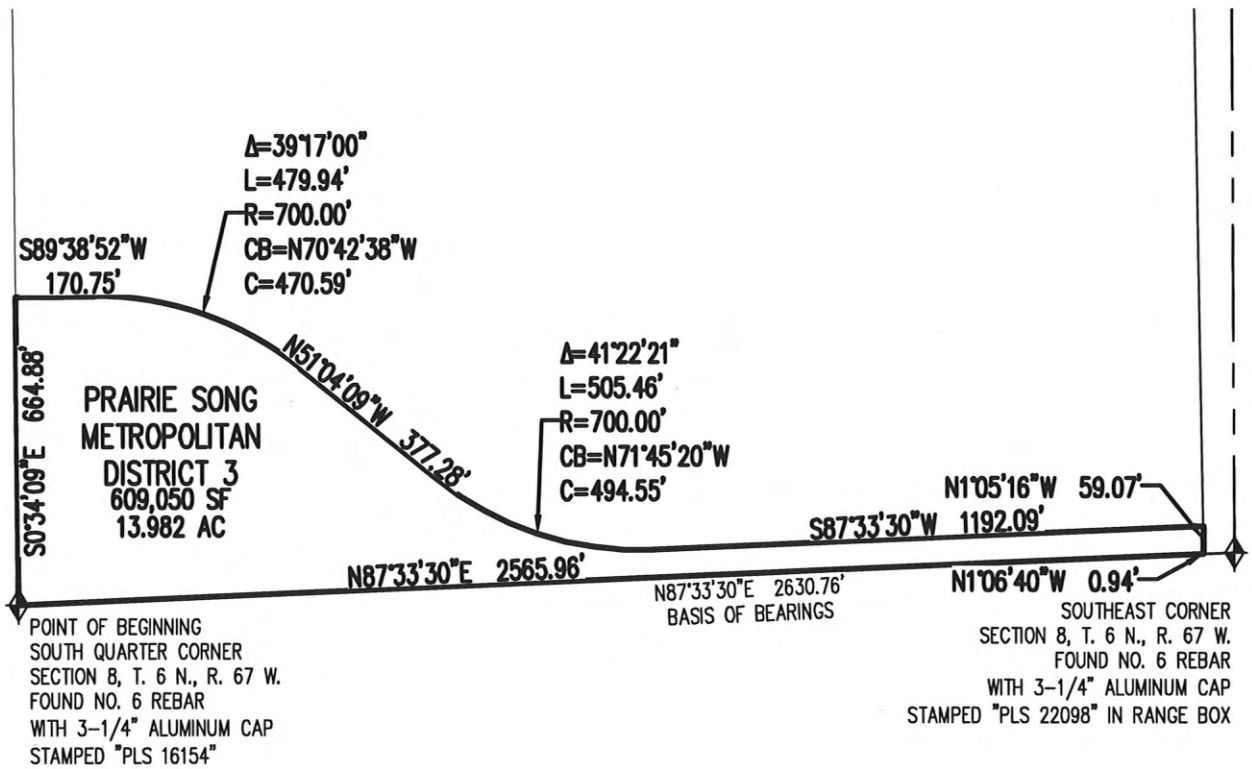
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EXHIBIT C-3

Initial District Boundary Map of District No. 3

EXHIBIT C-3



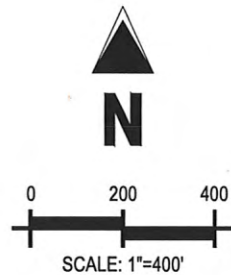
LEGEND

◆ ALIQUOT CORNER (AS DESCRIBED)

———— METRO DISTRICT

- - - - - PLSS ALIQUOT LINE

ALL LINEAL UNITS ARE US SURVEY FEET



INITIAL DISTRICT BOUNDARY MAP OF DISTRICT NO. 3

Project No: HFH000021.10

Drawn By: AN

Checked By: RCR

Date: 7/7/2021

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EXHIBIT C-4

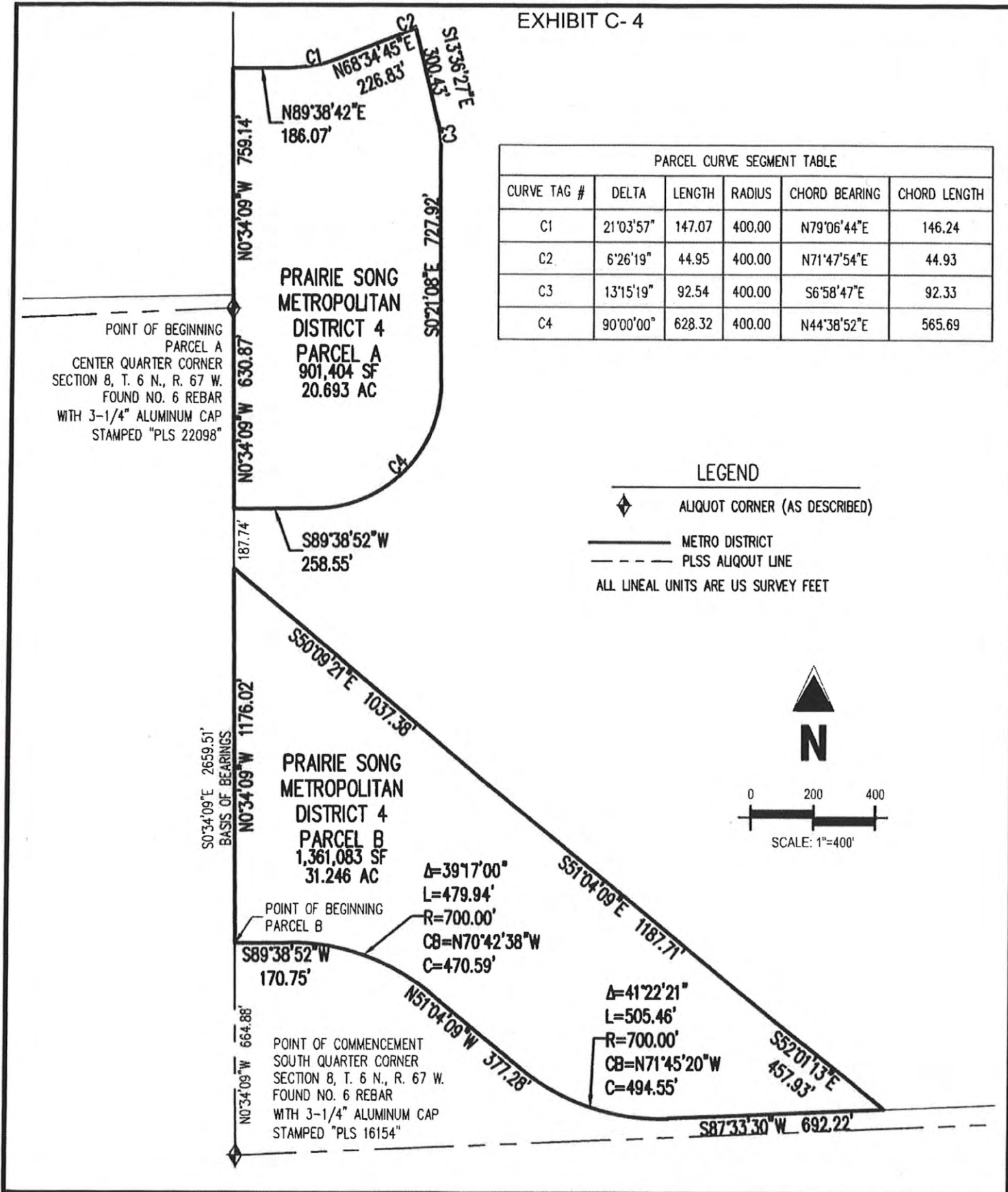
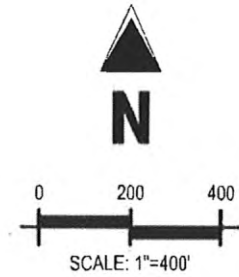
Initial District Boundary Map of District No. 4

EXHIBIT C- 4

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	21°03'57"	147.07	400.00	N79°06'44"E	146.24
C2	6°26'19"	44.95	400.00	N71°47'54"E	44.93
C3	13°15'19"	92.54	400.00	S6°58'47"E	92.33
C4	90°00'00"	628.32	400.00	N44°38'52"E	565.69

LEGEND

-  ALIQUOT CORNER (AS DESCRIBED)
-  METRO DISTRICT
-  PLS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET



Project No: HFH000021.10
 Drawn By: AN
 Checked By: RCR
 Date: 7/7/2021



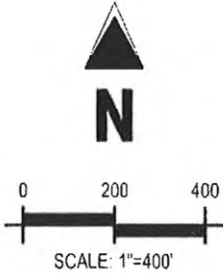
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EXHIBIT C-5

Initial District Boundary Map of District No. 5

**PRAIRIE SONG
METROPOLITAN
DISTRICT 5**
5,868,377 SF
134.719 AC

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	628.32	400.00	N44°38'52"E	565.69
C2	13°15'19"	92.54	400.00	N6°58'47"W	92.33
C3	14°37'38"	102.12	400.00	N82°19'53"E	101.84
C4	39°52'45"	208.81	300.00	S70°24'55"E	204.62
C5	39°52'45"	139.20	200.00	S70°24'55"E	136.41



LEGEND

- ALIQUOT CORNER (AS DESCRIBED)
- METRO DISTRICT
- PLS ALIQUOT LINE

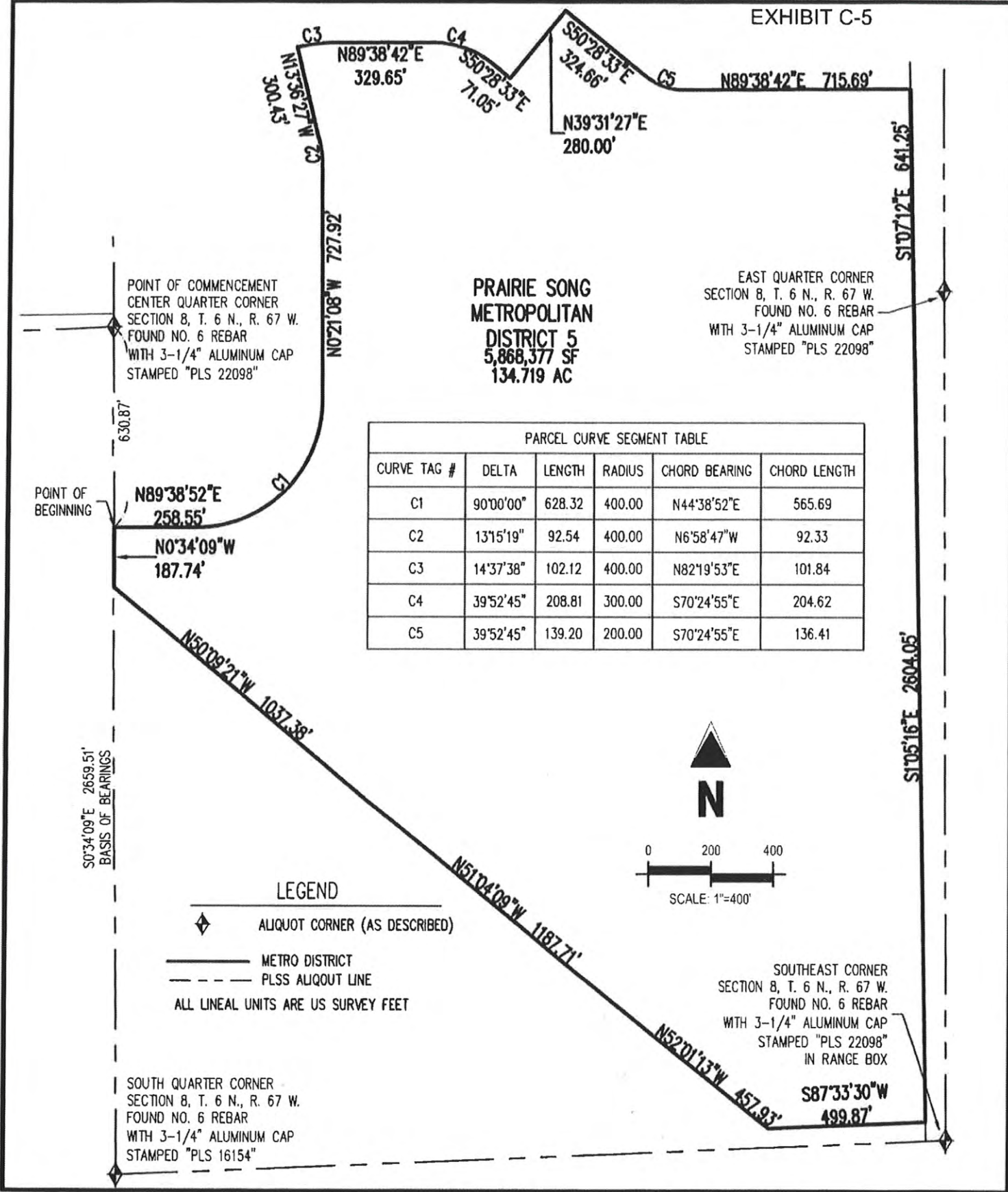
ALL LINEAL UNITS ARE US SURVEY FEET

SOUTH QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 16154"

SOUTHEAST CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"
IN RANGE BOX

POINT OF COMMENCEMENT
CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

EAST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"



Project No: HFH000021.10
 Drawn By: AN
 Checked By: RCR
 Date: 7/7/2021

EXHIBIT C-6

Initial District Boundary Map of District No. 6

EXHIBIT C-6

NORTH QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 4392"

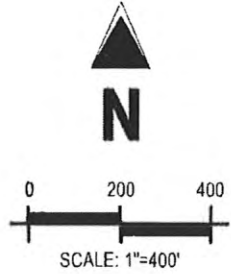
NORTHEAST CORNER SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098" IN RANGE BOX



PARCEL LINE SEGMENT TABLE

LINE TAG #	BEARING	LENGTH
L1	N12°11'46"E	75.35
L2	N25°25'12"E	210.66
L3	N34°53'52"E	258.67
L4	N56°07'55"E	196.47
L5	N46°06'45"W	70.48
L6	N50°50'41"E	472.72
L7	N87°28'54"E	196.67
L8	S45°57'10"E	62.13

PRAIRIE SONG
METROPOLITAN
DISTRICT 6
3,958,003 SF
90.863 AC



CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

LEGEND

◆ ALIQUOT CORNER (AS DESCRIBED)

— METRO DISTRICT

- - - PLSS ALIQUOT LINE

ALL LINEAL UNITS ARE US SURVEY FEET

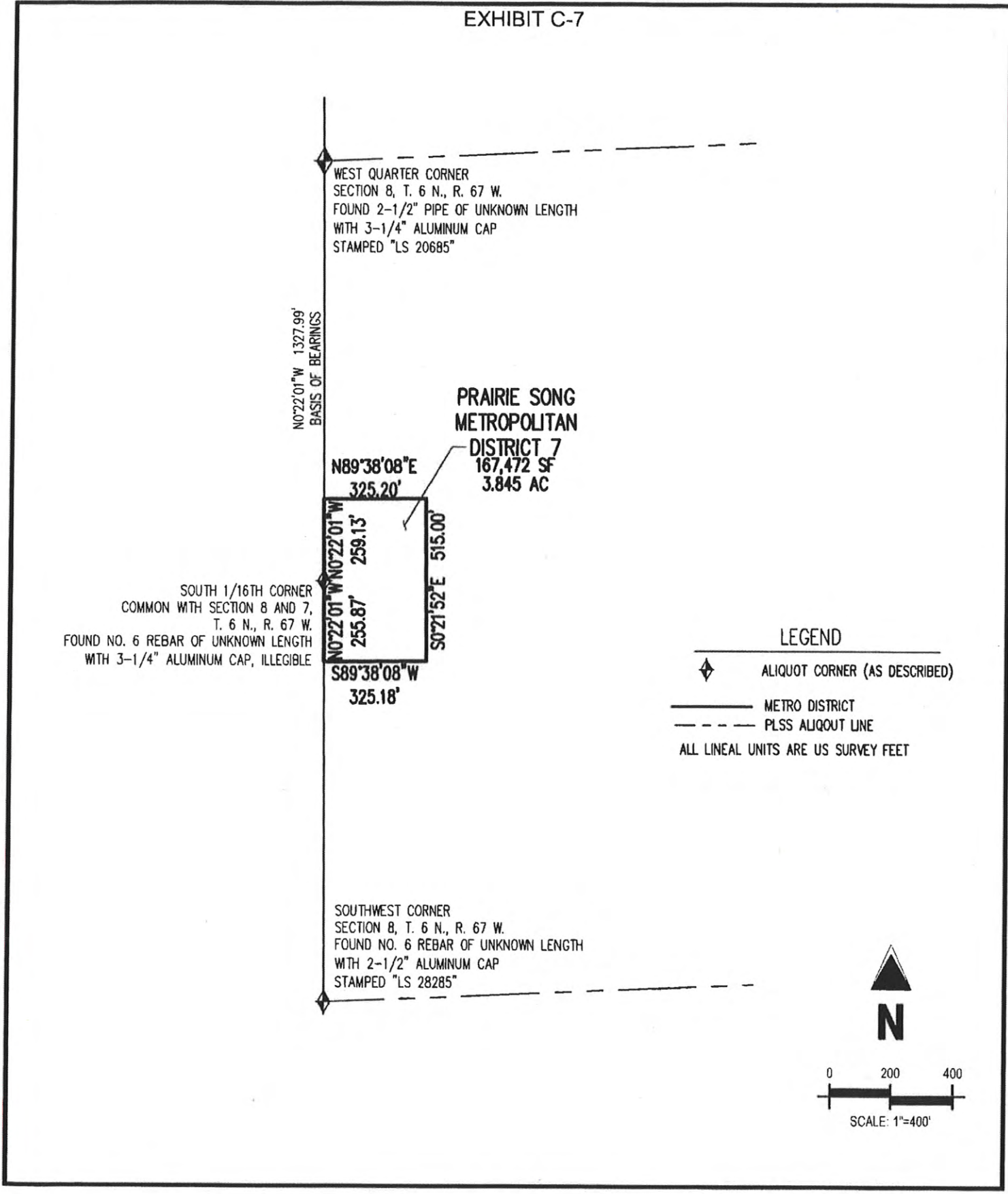
PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	39°52'45"	139.20	200.00	N70°24'55"W	136.41
C2	39°52'45"	208.81	300.00	N70°24'55"W	204.62
C3	21°03'57"	147.07	400.00	S79°06'44"W	146.24
C4	21°03'57"	147.07	400.00	S79°06'44"W	146.24
C5	1°10'32"	234.10	11410.00	S1°09'39"W	234.10




EXHIBIT C-7

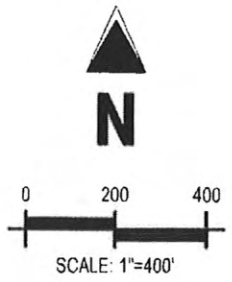
Initial District Boundary Map of District No. 7

EXHIBIT C-7



LEGEND

-  ALIQUOT CORNER (AS DESCRIBED)
-  METRO DISTRICT
-  PLSS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET



<p>Project No: _____</p> <p>Drawn By: _____</p> <p>Checked By: _____</p> <p>Date: _____</p>	<p>HFH000021.10</p> <p>AN</p> <p>RCR</p> <p>7/7/2021</p>
<p>INITIAL DISTRICT BOUNDARY MAP OF DISTRICT NO. 7</p>	

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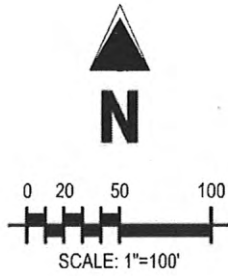
EXHIBIT C-8

Initial District Boundary Map of District No. 8




EXHIBIT C-8

CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

EAST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

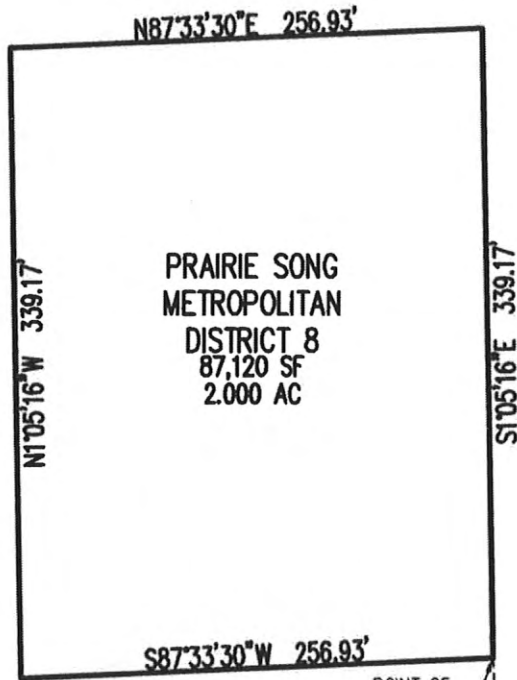


LEGEND

-  ALIQUOT CORNER (AS DESCRIBED)
 -  METRO DISTRICT
 -  PLSS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET

S0°34'09"E 2659.51'

N01°19'56"W 2664.34'



SOUTH QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 16154"

POINT OF BEGINNING

N2°26'30"W 60.00'

S87°33'30"W 113.39'

S87°33'30"W 2630.76'
BASIS OF BEARINGS

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"
IN RANGE BOX

INITIAL DISTRICT BOUNDARY MAP OF DISTRICT NO. 8

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	8/5/2021

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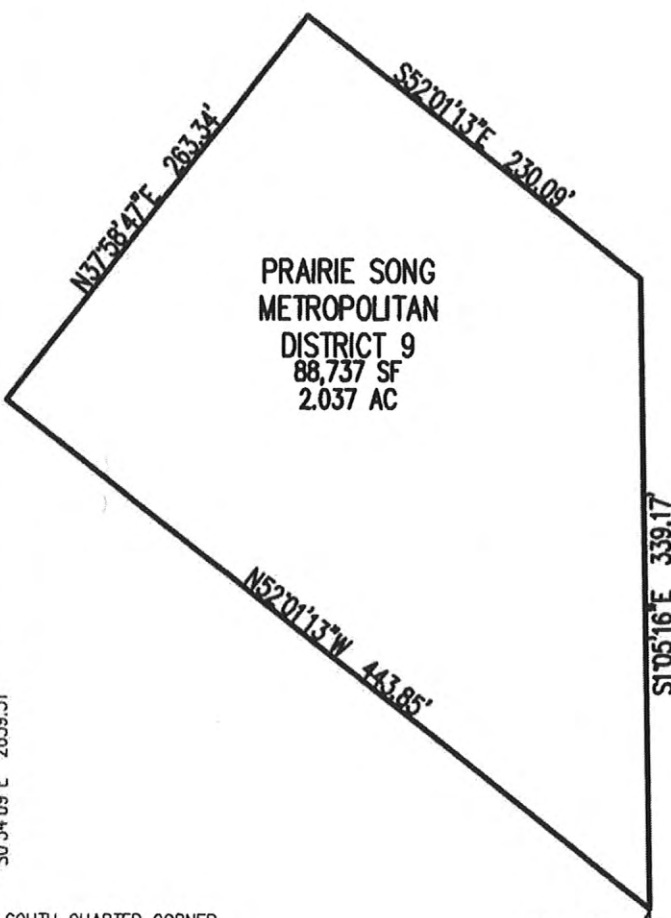
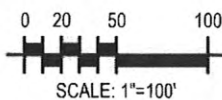
EXHIBIT C-9

Initial District Boundary Map of District No. 9

EXHIBIT C-9

CENTER QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"

EAST QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"



LEGEND

◆ ALIQUOT CORNER (AS DESCRIBED)

— METRO DISTRICT
- - - PLSS ALIQUOT LINE

ALL LINEAL UNITS ARE US SURVEY FEET

N079°56'W 2664.34'

SOUTH QUARTER CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 16154"

POINT OF BEGINNING
N2°26'30"W 60.00'

S87°33'30"W 370.32'

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 8, T. 6 N., R. 67 W.
FOUND NO. 6 REBAR
WITH 3-1/4" ALUMINUM CAP
STAMPED "PLS 22098"
IN RANGE BOX

S87°33'30"W 2630.76'
BASIS OF BEARINGS

INITIAL DISTRICT BOUNDARY MAP OF DISTRICT NO. 9

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	8/5/2021



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EXHIBIT C-10

Inclusion Area Boundary Map and Legal Description

EXHIBIT C-10
LEGAL DESCRIPTION INCLUSION AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 8, BEING MARKED BY A 3-1/4" ALUMINUM CAP STAMPED L.S. 23520; AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO BEAR N87°29'10"E, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, N87°29'10"E, A DISTANCE OF 2627.73 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, S00°34'09"E, A DISTANCE OF 2655.17 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, S00°34'09"E, A DISTANCE OF 1433.00 FEET;

THENCE N32°48'16"W, A DISTANCE OF 1658.23 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, S87°27'52"W, A DISTANCE OF 1736.61 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, N00°42'05"W, A DISTANCE OF 2655.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8, BEING MARKED BY A 3-1/4" ALUMINUM CAP STAMPED L.S. 22098; AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO BEAR S87°27'47"W, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N12°29'55"W, 82.58 FEET TO THE POINT OF BEGINNING;

THENCE S88°57'36"W, A DISTANCE OF 314.86 FEET;

THENCE N00°34'09"W, A DISTANCE OF 281.28 FEET;

THENCE N88°57'36"E, A DISTANCE OF 314.86 FEET;

THENCE S00°34'09"E, A DISTANCE OF 281.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7,511,438 SQUARE FEET OR 172.438 ACRES, MORE OR LESS.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY READE COLIN ROSELLES, PLS# 37911

EXHIBIT C-10
LEGAL DESCRIPTION OF INCLUSION AREA 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A THE WEST QUARTER CORNER OF SECTION 8, FROM WHENCE THE SOUTH 1/16TH CORNER COMMON WITH SECTION 8 AN 7 BEARS S00°21'53"E A DISTANCE OF 1327.99 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, N87°27'52"E, A DISTANCE OF 1736.61 FEET;

THENCE S32°48'16"E, A DISTANCE OF 1658.23 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ON SAID EAST LINE S00°34'09"E, A DISTANCE OF 561.63 FEET TO THE CENTER-SOUTH-SOUTH 1/64TH CORNER OF SAID SECTION 8;

THENCE S87°31'36"W, A DISTANCE OF 2628.59 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ON SAID WEST LINE N00°22'08"W, A DISTANCE OF 408.17 FEET;

THENCE N89°38'08"E, A DISTANCE OF 325.22 FEET;

THENCE N00°21'52"W, A DISTANCE OF 515.00 FEET;

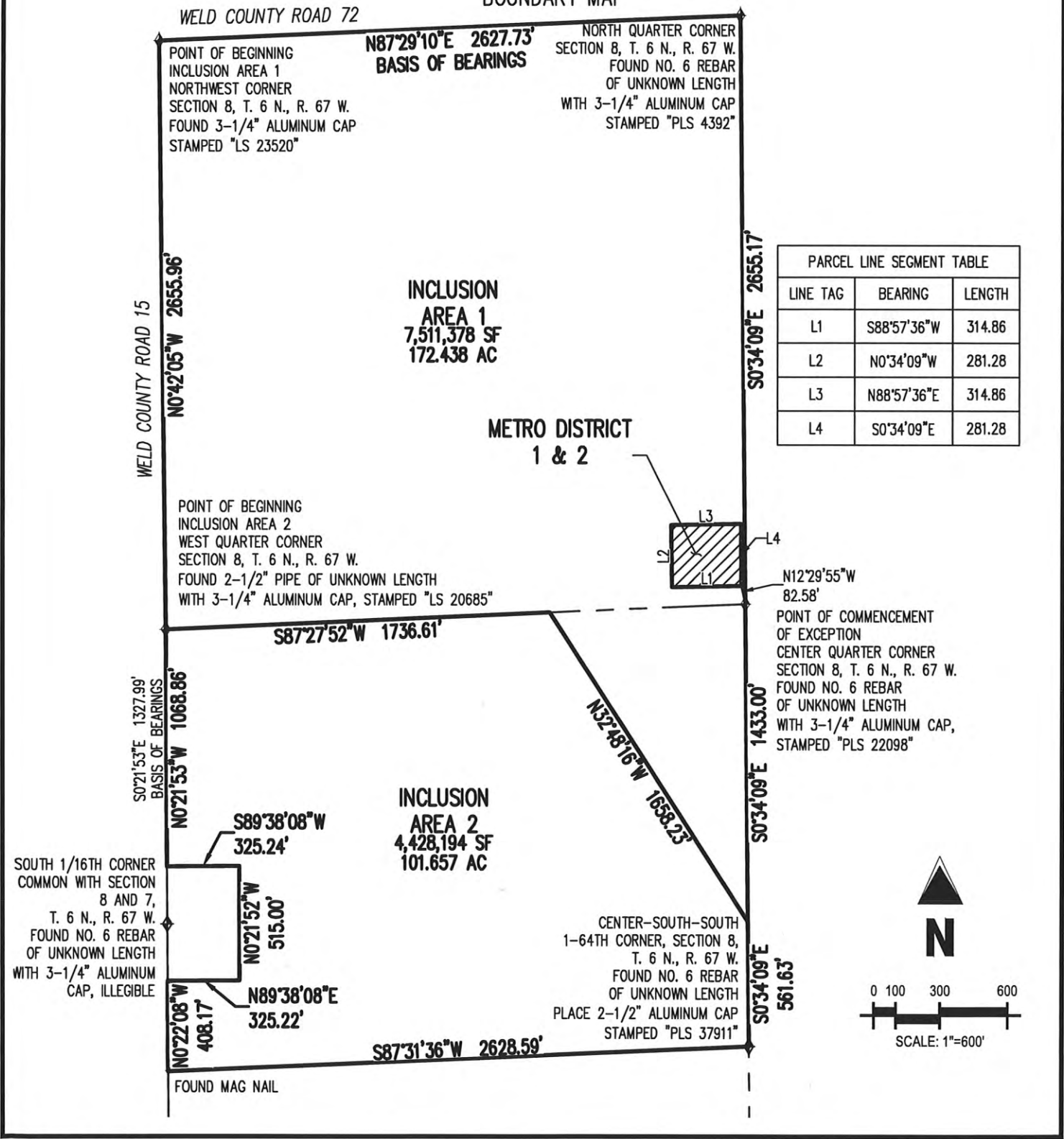
THENCE S89°38'08"W, A DISTANCE OF 325.24 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE N00°21'53"W, A DISTANCE OF 1068.86 FEET ON SAID WEST LINE TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 4,428,194 SQUARE FEET OR 101.657 ACRES, MORE OR LESS AND IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT C-10

PRAIRIE SONG SUBDIVISION
INCLUSION AREA
BOUNDARY MAP



BOUNDARY MAP

INCLUSION AREA

Project No: HFH000021.10
 Drawn By: AN
 Checked By: RCR
 Date: 7/2/2021

Galloway

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EXHIBIT C-11

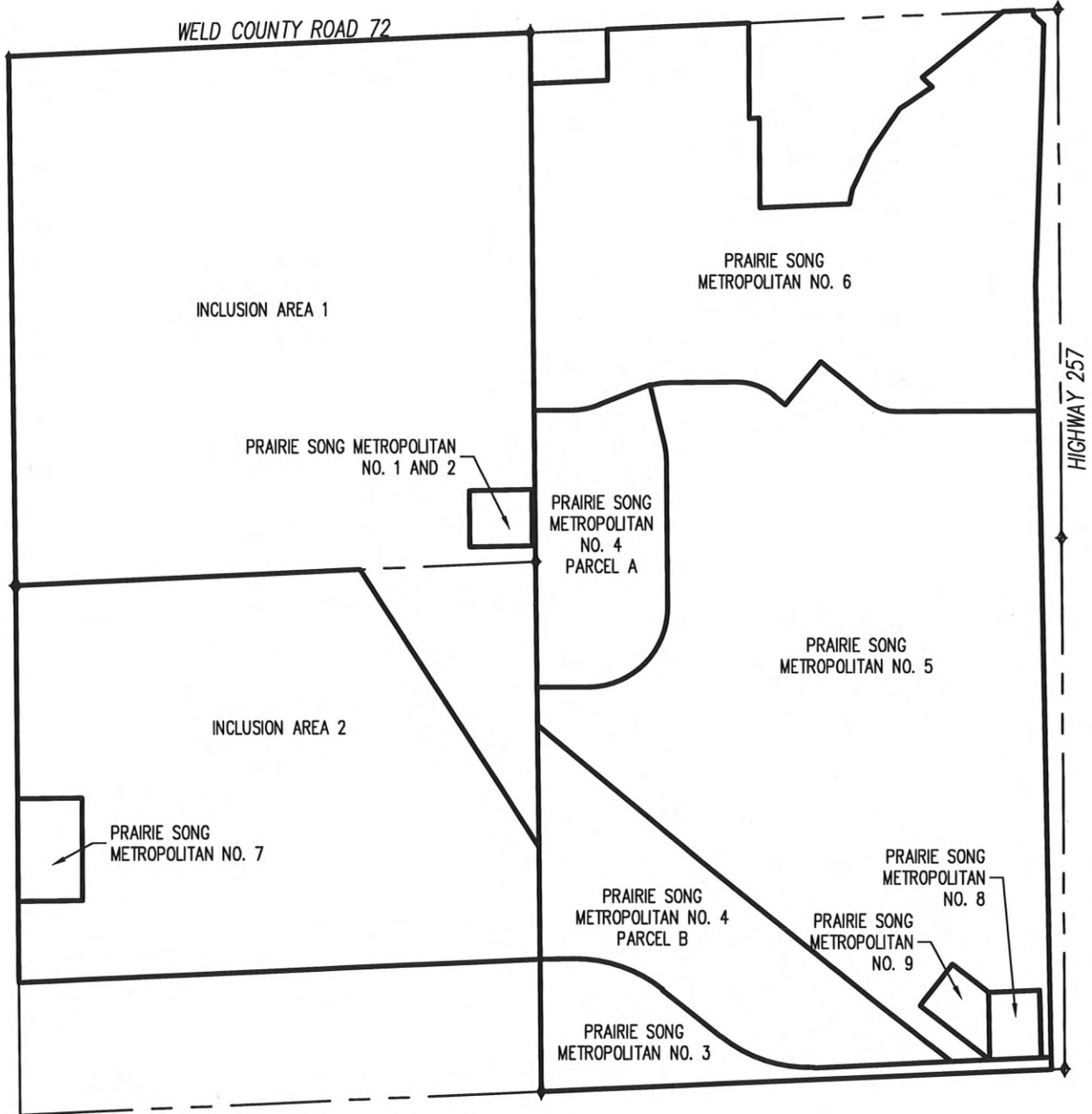
Overall Boundary Map

EXHIBIT



LEGEND

- ◆ ALIQUOT CORNER (AS DESCRIBED)
- METRO DISTRICT
- - - - - PLSS ALIQUOT LINE
- ALL LINEAL UNITS ARE US SURVEY FEET



INITIAL DISTRICT BOUNDARY MAP OF DISTRICT

Project No:	HFH000021.10
Drawn By:	AN
Checked By:	RCR
Date:	8/5/2021



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