

**AMENDED AND RESTATED**  
**SERVICE PLAN**  
**FOR**  
**TALLMAN GULCH METROPOLITAN DISTRICT**  
**DOUGLAS COUNTY, COLORADO**

Prepared

by

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September 7,  
2016

APPROVED:

November 15, 2016

**RECEIVED**

NOV 17 2016

DIV OF LOCAL GOVERNMENT

## APPROVAL SUMMARY

The original Service Plan for the Tallman Gulch Metropolitan District was approved by the Douglas County Board of County Commissioners on April 3, 2006, Resolution No. R-006-52, approving the original Service Plan, was recorded at Reception No. 2006027195 on April 3, 2006. The organizational and TABOR elections took place on May 2, 2006. The court decree organizing the District was recorded with the Douglas County Clerk and Recorder on May 30, 2006 at Reception No. 2006045152. This Amended and Restated Service Plan for the Tallman Gulch Metropolitan District was approved by the Douglas County Board of County Commissioners on November 15, 2016.

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## EXECUTIVE SUMMARY

This amended and restated service plan is for the Tallman Gulch Metropolitan District (the "District"), which will serve the public improvement needs of Tallman Gulch (the "Project"). The District is generally located north of Hilltop Road and east of Parker Road, and contains approximately 454.12 acres. The District will include 121 residential units and no commercial property.

The District will have a single district structure. This structure will allow the District to control both financing and services.

The District shall be authorized to provide the following services: water, storm sewer, sanitation and wastewater treatment, street improvements, traffic safety protection, parks and recreation, television relay and translation, mosquito control, covenant enforcement and design review and other services as described in C.R.S. §§ 32-1-1001 and 1004, as amended.

The total authorized debt limit for the District shall be Thirteen Million Dollars (\$13,000,000). The District anticipates the issuance of an initial series of bonds in the amount of Four Million Eight Hundred Fifty-Five Thousand Dollars (\$4,855,000) in 2018. The initial debt service mill levy will be 48.000 mills, with a Maximum Debt Service Mill Levy of 50.000 mills. The initial operations and maintenance mill levy will be 7.000 mills with a Maximum Operations and Maintenance Mill Levy of 10.000 mills. The anticipated combined mill levy for the District will be 55.000 mills, with a Maximum Total Mill Levy for debt service and operations and maintenance purposes of 55.000 mills.

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<b>Exhibit A</b>	Vicinity Map
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<b>Exhibit C</b>	District Boundary Map
<b>Exhibit D</b>	Cost of Improvements
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<b>Exhibit F</b>	Financial Plan
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## I. INTRODUCTION

This amended and restated service plan (the "Service Plan") for the Tallman Gulch Metropolitan District (the "District") is for a special district organized under Title 32 of the Colorado Revised Statutes to serve the public improvement needs of Tallman Gulch (the "Project"). The District is generally located north of Hilltop Road and east of Parker Road (see **Exhibit A**, Vicinity Map) and contains approximately 454.12 acres (see **Exhibits B & C**, Legal Description and District Boundary Map).

Pursuant to the requirements of the Special District Control Act, C.R.S. §§ 32-1-201, *et seq.*, as amended, and the Special District Service Plan Review Procedures for Douglas County (the "County"), the following items are included in this Service Plan:

1. A description of the powers granted to and services to be provided by the District;
2. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the County and of any municipalities and special districts which are interested parties;
3. A general written description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial indebtedness and estimated maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District;
4. A summary of general conditions regarding oversight of the District by the County;
5. A legal description and map of the District's boundaries and an estimate of the population and valuation for assessment of the District;
6. A summary of estimated costs for improvements to be financed and constructed by the District;
7. A preliminary engineering and architectural survey showing how the improvements and services are to be provided;
8. A financial plan showing how District improvements and services are to be financed, including the operating revenue for the first budget year of the District;
9. The resolution of approval adopted by the Board of County Commissioners;
10. Information demonstrating compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, and compliance with the Denver Regional Council of Governments' Clean Water Plan;
11. A description of any advance and reimbursement agreements;
12. A description of any arrangement or agreement with any political subdivision for the performance of any services between the District and such other political subdivision; and
13. The recorded court decree organizing the District.

**Exhibits A through L**, attached hereto, are hereby incorporated into the Service Plan.

## **II. PURPOSE OF THE DISTRICT**

The purpose of the District is to provide public improvements and services for the benefit of all anticipated inhabitants and taxpayers of the District, either within or without its boundaries. The District also serves to finance and oversee the construction of these public improvements and to provide for ongoing operations and maintenance services.

## **III. DISTRICT FRAMEWORK**

The District was organized under a single district structure and is responsible for all aspects of financing and services authorized under this Service Plan.

## **IV. NEED FOR DISTRICT**

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible, or practicable to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and ongoing operations of the public improvements needed for the Project. Formation of the District was and continues to be necessary in order for the public improvements and services required for the Project to be provided in the most economical manner possible.

## **V. LOCATION AND BOUNDARIES**

The District is located north of Hilltop Road and east of Parker Road. A vicinity map is attached hereto as **Exhibit A**. The area of the initial District's boundary encompasses approximately 454.12 acres. A legal description of the District's boundaries is attached hereto as **Exhibit B**. A map of the initial District's boundaries is attached hereto as **Exhibit C**.

It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, *et seq.*, and C.R.S. §§ 32-1-501, *et seq.*, as amended. However, no future inclusion or exclusion areas are identified at this time. Prior to any inclusions or exclusions, the District shall provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b), as amended. If, within such forty-five (45) day period, the Board of County Commissioners objects to the inclusion or exclusion, then the inclusion or exclusion shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2), as amended.

## **VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION**

The property within the District is zoned RR-Rural Residential as of June 2, 2006. The current assessed value of property within the initial boundaries of the

District is Five Hundred Thirteen Thousand One Hundred Thirty Dollars (\$513,130) as of January 1, 2015. The estimated assessed value at full build-out is Twelve Million Three Hundred Eighty-Three Thousand Sixty-Seven Dollars (\$12,383,067) and is expected to be sufficient to reasonably discharge the debt under the Financial Plan. Initially, the District will include 121 residential units with no commercial property. Based on an estimated 2.54 persons per residence, the population of the District at build-out will be 307 residents.

Approval of this Service Plan by the County does not constitute nor imply approval of the development of a specific area within the District, nor does it constitute or imply approval of the number of residential units identified in this Service Plan or of the exhibits attached hereto, unless such land use plans have been approved by the Board of County Commissioners as part of a separate development review process. Land use plans for Tallman Gulch have been previously approved by the Board of County Commissioners as part of a separate development review process.

## **VII. POWERS AND RESPONSIBILITIES**

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, C.R.S. Title 32, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein.

### **A. General Powers**

The District shall have the authority to construct, operate, and maintain the services and facilities as described in Section VIII.A of this Service Plan.

### **B. Miscellaneous Powers**

In addition to the powers enumerated above, the District's Board shall have the power and authority:

1. To amend this Service Plan as provided for in Section XV, Modification of Service Plan;

2. To forego, reschedule, or restructure the financing and construction of certain improvements and facilities in order to better accommodate the pace of growth, resource availability, and potential inclusions and exclusions of property within the District, with prior notice to the County in accordance with C.R.S. § 32-1-202(2)(b), as amended; and

3. To have and exercise all rights and powers necessary or incidental to, or implied from, the specific powers granted to the District in this Service Plan; and



4. To have and exercise the power of eminent domain, but only as necessary to construct, install, access, relocate or redevelop the public improvements identified in this Service Plan in the locations shown in **Exhibit E**. Any other use of eminent domain shall require the District to provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b), as amended. If, within such forty-five (45) day period, the Board of County Commissioners objects to the use of eminent domain, then it shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2), as amended.

## **VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS**

### **A. Services and Facilities**

The District shall have the authority pursuant to C.R.S. §§ 32-1-1001 and 32-1-1004, as amended, to provide the following services and public improvements described in this section.

#### **1. Water**

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper reservoirs, treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The District shall have the power and authority to contract with other private or governmental entities to provide any or all of the services the District is authorized or empowered to provide. Although the District shall have this authority, Parker Water and Sanitation District will be the sole provider of domestic water service in and to the District.

#### **2. Storm Sewer**

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

Stormwater improvements subject to Colorado Discharge Permit System Regulations, if applicable, shall be owned and maintained by the District or such other governmental entity that may accept dedication. Dedication to another governmental entity of stormwater improvements subject to such regulations shall be subject to approval by the County. In no event will the District dedicate such detention ponds or facilities to a private homeowner's association, or other property owner's association, for operations or maintenance.

### 3. Sanitation and Wastewater Treatment

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, assess tap or other facility fees, and provide for sanitary sewers and to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto; provided however, that the District will exercise no power or authority with respect to sanitation services or facilities that is in conflict with or contravention of the powers or authorities of the Parker Water and Sanitation District Regulations. At the present time, it is anticipated that the wastewater treatment and services for the Project will be served via individual septic disposal systems, which will be constructed, owned, operated and maintained by each lot owner. Such individual septic disposal systems are not currently planned to be financed, constructed and/or maintained by the District. The District shall have the authority to enforce the proper operation and maintenance of the individual septic systems in accordance with applicable laws, regulations, covenants of Tallman Gulch and any applicable District rules and regulations should individual lot owners fail to properly operate and maintain their septic systems and when necessary to preserve the health, safety and welfare of the District's property owners, residents, and guests. Implementation of the sanitation powers described in this section, other than enforcement powers for proper maintenance, will only occur in the event that the individual septic disposal systems are insufficient to serve the needs of the Project.

### 4. Street Improvements

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for arterial and collector streets and roadway improvements including, but not limited to, bridges, curbs, gutters, culverts, storm sewers and drainage facilities, detention and retention ponds, retaining walls and appurtenances, sidewalks, paving, lighting, grading, landscaping, streetscaping, placement of underground utilities, snow removal, tunnels, and other street improvements, and architectural enhancements to any or all of the above, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The District intends to dedicate all street and roadway improvements to the County for perpetual ownership and maintenance, in accordance with the County's regulations. It is anticipated that landscaping and entry monumentation shall be maintained by the District.

5. Traffic Safety Protection

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for safety protection through traffic control devices and safety controls on streets, as well as such other facilities and improvements as are necessary or prudent, including, but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance and driver information signs, with all necessary and incidental and appurtenant facilities, and land and easements, together with extensions and improvements thereto. All traffic and safety control devices will be consistent with and in compliance with County rules and regulations. The District will dedicate all traffic and safety protection facilities to the County for perpetual ownership and maintenance, pursuant to the County's regulations.

6. Parks and Recreation

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for public park and public recreation centers and other recreation facilities, services, or programs including, but not limited to, grading, soil preparation, sprinkler systems, fencing, pavilions, playgrounds, playing fields, open space, bike trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping, streetscaping, storage buildings and facilities, weed control, paving, decorative paving, outdoor functional and decorative lighting, community events, and other services, programs and facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. It is anticipated that the District shall own and maintain park and recreation facilities and open space improvements consistent with any County-approved subdivision plat. The County will not assume any of these duties or obligations.

7. Television Relay and Translation

The District shall have the power and authority to finance, design, construct, install, acquire, operate, and maintain television relay and translator facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

8. Mosquito Control

The District shall have the power and authority to finance, design, construct, acquire, install, operate, maintain, and provide for systems and methods for elimination and control of mosquitoes.

9. Covenant Enforcement and Design Review

The District shall have the power and authority to provide covenant

enforcement and design review services subject to the limitations set forth in C.R.S. § 32-1-1004(8), as amended.

B. Estimated Costs and Phasing of Improvements

An estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey on the property and is approximately Eight Million Six Hundred Seventy-Four Thousand Five Hundred and Sixty-Four Dollars (\$8,674,564) as shown in **Exhibit D**. **Exhibit D** includes an engineer's opinion of costs in current dollars of each public improvement, together with an explanation of methods, basis, and/or assumptions used for all improvements for Phases II through IV of the Project. Phase I improvements have already been constructed or installed. 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 County's requirements, and construction scheduling may require. The District will continue to develop and refine cost estimates contained herein and prepare for issuance of debt. Any increase in the Phase II through Phase IV public improvement costs greater than twenty percent (20%), but less than forty percent (40%), of the stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, shall require an administrative review by County staff. Any increase in Phase II through Phase IV public improvement costs in excess of forty percent (40%) of the stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, will constitute a material modification of the Service Plan and will require review by the County and action by the Board of County Commissioners in accordance with Section XIII. All construction cost estimates assume construction to applicable local, State, or Federal requirements.

Maps showing the preliminary location of the Phase II through IV public improvements that the District is authorized to acquire or construct are attached hereto as **Exhibit E**. Phasing of construction shall be determined by the District to meet the needs of taxpayers within its boundaries. The District shall own, maintain, and replace public improvements constructed, installed, or acquired by the District or shall dedicate such public improvements to such other entity as shall accept dedication, subject to any limitations specified in this Service Plan.

In all instances, the District shall ensure that the public improvements are designed and constructed in accordance with the standards and specifications of the County or other such entity that may have authority over such design and construction. The District shall obtain approval of civil engineering and other plans and any applicable permits for the construction and installation of public improvements from the County and/or other appropriate regulatory agencies.

C. Services to be Provided by Other Governmental Entities

The Parker Water and Sanitation District has and shall continue to provide water and sewer services to the Project. Emergency and fire protection services have been and shall continue to be provided by South Metro Fire Rescue Authority.

D. Compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended

The Parker Water and Sanitation District has and shall continue to provide water services to the Project. A copy of the will-serve letter from the Parker Water and Sanitation District is attached hereto as **Exhibit H**. Information concerning Parker Water and Sanitation District water quality and compliance issues can be accessed at their website: <http://co-parkerwsd.civicplus.com/> and in their 2014 Master Plan: <http://co-parkerwsd.civicplus.com/documentcenter/view/743>.

E. Compliance with Clean Water Plan

There is no entity providing wastewater treatment to the properties within the boundaries of District. Each property owner shall construct, own, operate and maintain an individual septic disposal system for their lot in conformance with applicable regulations and covenants.

## **IX. EXISTING AND PROPOSED AGREEMENTS**

The District has entered into the following agreements with the Developer, Craft-AREP III Tallman Associates, LLC, to provide funding for capital expenditures, operational expenses and organizational costs in advance of the District issuing debt, copies of which are attached hereto as **Exhibit I**:

- A. Advance and Reimbursement Agreement for Operation and Maintenance Costs, dated March 3, 2015;
- B. Advance and Reimbursement Agreement for Litigation Costs, dated April 15, 2016; and
- C. Infrastructure Acquisition Agreement, dated March 3, 2015.

The District has entered into a series of easement agreements with Douglas County and with the Parker Water and Sanitation District, copies of which are attached hereto as **Exhibit J**. No further intergovernmental agreements are executed or anticipated at this time.

## **X. FINANCIAL INFORMATION**

A. General

This section describes the nature, basis, and method of funding and debt and mill levy limitations associated with the District's public improvements. A detailed Financial

Plan and statement of assumptions is contained in **Exhibit F**.

B. Assumptions

The maximum debt limitation contained herein is based on the assumption that each of the 121 residential properties in the District will have an average value of approximately One Million Two Hundred Thousand Dollars (\$1,200,000). The Financial Plan demonstrates that the District has the ability to finance the public improvements identified herein, will be capable of discharging the indebtedness on a reasonable basis, and will operate on a sound fiscal basis.

C. Identification of District Revenue

The District will impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided for in C.R.S. § 32-1-1001(1), as amended.

A Maximum Total Mill Levy of 55.000 mills is authorized to support debt service and operations and maintenance of the District. The District may request an amendment to the Service Plan, in accordance with Section XIII, to eliminate mill levy caps when the debt to assessed value ratio falls below fifty percent (50%).

In the event of legislation implementing changes in the ratio of actual valuation to assessed valuation for residential real property, pursuant to Article X, section 3(1)(b) of the Colorado Constitution, the mill levy limitations provided herein will be increased or decreased as to all taxable property in the District to reflect such changes so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes, using 2006 as the base year ("Gallagher Adjustment"). If there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the mill levy limitation applicable to such operating and maintenance expenses may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenue generated by the mill levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

D. Debt Service Mill Levy

A maximum mill levy of 50.000 mills is authorized to support the debt service of the District, subject to the limitation of the Maximum Total Mill Levy. An initial debt service mill levy of 48.000 mills will produce revenue sufficient to support debt service costs through the bond repayment period (see **Exhibit F**, Financial Plan).

E. Operations and Maintenance Mill Levy

A maximum mill levy of 10.000 mills is authorized to support the operations and maintenance of District services and public improvements, subject to the limitation of the Maximum Total Mill Levy. An initial operations and maintenance mill levy of 7.000 mills will produce revenue sufficient to support the operations and maintenance of District services and public improvements (see **Exhibit F**, Financial Plan).

F. District Expenditures

The estimated cost of the Phase II through Phase IV public improvements for the District is Eight Million Six Hundred Seventy-Four Thousand Five Hundred Sixty-Four Dollars (\$8,674,564). **Exhibit D** includes, in current dollars, the estimated cost of each of the Phase II through Phase IV public improvements, together with an explanation of the methods, basis, and/or assumptions used to establish such costs.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated, and maintained as permitted herein. Such costs are expected to include reimbursement of legal, engineering, accounting, bond issuance costs, and compliance with State budgeting, audit, and reporting, and other administrative and legal requirements. The organizational costs for the District for legal, engineering, surveying, and accounting services were paid by the prior development and are therefore Zero Dollars (\$0). The 2016 operating budget from tax revenues for the District is Five Thousand One Hundred Thirty-Two Dollars (\$5,132).

G. Debt

1. Debt Limitation

The total debt limit for the District is Thirteen Million Dollars (\$13,000,000), inclusive of costs of issuance, inflation, and other similar costs. For purposes of this Service Plan, debt shall be considered any outstanding bonds, notes, contracts, or other financial obligations of the District payable in whole or in part from *ad valorem* taxes or other revenues of the District for the purposes of financing, acquiring, constructing, or improving any of the public improvements contemplated herein. The debt limit shall not be increased unless approved by the County and as permitted by statute and the Colorado Constitution. Any change in debt limit shall be considered a material modification of the Service Plan, subject to the provisions of Section XIII of this Service Plan. The maximum term of any bond issue, including refunding and refinancing, shall be thirty (30) years from the original date of issuance.

The Thirteen Million Dollar (\$13,000,000) debt limit is anticipated to be sufficient to adequately pay for all of the public facilities and improvements provided by the District. To the extent that the costs of any public improvements for facilities exceed the authorized debt limit, such costs will be borne solely by the Developer for the Project.

The Financial Plan attached as **Exhibit F** reflects the planned future issuance of debt to fund capital improvements. The actual timing and the amount of each debt issuance will be based upon assessed valuation growth and the capacity of the District to incur additional debt within the Thirteen Million Dollar (\$13,000,000) debt limit and within the 50.000 debt service mill levy cap, subject to Gallagher Adjustments and for so long as such cap exists.

## 2. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any debt is limited to the market rate at the time debt is issued. In the event of a default, the maximum voted interest rate on any debt shall not exceed twelve percent (12%). The maximum underwriting discount shall be five percent (5%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law, and Federal law as is then applicable to the issuance of public securities.

## **XI. DEVELOPER ADVANCES AND REIMBURSEMENTS**

The District anticipates receiving initial funding for both capital and ongoing administrative requirements from developer advances. Such advances may be made to the District subject to the District's obligation to reimburse the same, as may be evidenced by short-term reimbursement agreements or other acceptable agreements or resolutions. The interest rate on developer reimbursements shall not exceed the current Bond Buyer 20-Bond GO Index plus four percent (4%), which is currently 3.26% as of June 2, 2016.

Such advances, which the Board is obligated to appropriate on an annual basis, shall count against the maximum allowable debt limit under this Service Plan and may be repaid by the District from bond proceeds or other legally available sources of revenue. Developer advances shall be subordinate to the District general obligation bonds and refinancing of the same shall not require County approval. Any amount of outstanding principal and accrued interest on such developer advances that remains unpaid as of the expiration of the Maximum Debt Service Mill Levy term shall be deemed to be forever discharged and satisfied in full. The total developer advances are currently Two Hundred Twenty-Seven Thousand Seven Hundred Sixty-Two and 54/100 Dollars (\$227,762.54), plus accrued interest, and will include any additional future accrued amounts. The District anticipates it will repay all Developer contributions through either available bond proceeds or pursuant to excess revenue generated from the District's operations and maintenance mill levy not otherwise required for paying the District's operations, maintenance or administrative costs.



## **XII. ANNUAL REPORT**

The District shall be responsible for submitting an annual report to the County no later than August 31 of each year in accordance with the procedures set forth in C.R.S. §§ 32-1-207(3)(c) and (d), as amended. The annual report shall conform to the format attached hereto as **Exhibit K**, or in a format agreed to by the County.

## **XIII. MODIFICATION OF SERVICE PLAN**

Pursuant to C.R.S. § 32-1-207, as amended, the District shall obtain prior written approval of the County before making any material modification to this Service Plan. Material modifications require a Service Plan amendment and include modifications of a basic or essential nature, including, but not limited to, the following: any addition to the types of services provided by the District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

In the event the District plans to undertake an action which may not be permitted by this Service Plan, it shall be the District's responsibility to contact County staff to seek an administrative determination as to whether the action in question is permitted by the Service Plan. If County staff determines that the action may constitute a material modification, the District shall submit a proposal for action to the Board of County Commissioners. Thereafter, the Board of County Commissioners will determine whether the proposed action constitutes a material modification. If the Board of County Commissioners determines that the proposed action constitutes a material modification, then the action shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2), as amended.

## **XIV. DISCLOSURE STATEMENT**

The District shall provide notice to all purchasers of property in the District regarding the District's authority to levy and collect *ad valorem* taxes and to impose and collect rates, fees, tolls, and charges, by recording a disclosure statement against the property within the District with the Office of the Douglas County Clerk and Recorder. Such disclosure statement shall also provide information concerning the structure of the Board and summarize how purchasers may participate in the affairs of the Board. The disclosure statement shall be recorded within thirty (30) days following the recordation of the court decree organizing the District.

## **XV. DISSOLUTION**

It shall be mandatory for the District to initiate dissolution proceedings when the District has neither any financial obligations nor operations and maintenance

obligations. The District may file a petition in the district court for dissolution when there are no financial obligations or outstanding bonds, or any such financial obligations or outstanding bonds are adequately secured by escrow funds or securities meeting the investment requirements in C.R.S. §§ 24-75-601, *et seq.*, as amended. The District's dissolution shall be subject to approval of a plan of dissolution in the district court of the County, pursuant to C.R.S. § 32-1-704, as amended.

## **XVI. DEFINITIONS**

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

Board: the board of directors of the District

Board of County Commissioners: the Board of County Commissioners of Douglas County, Colorado

Control Act: Part 2 of Title 32 (Special Districts) of the Colorado Revised Statutes (C.R.S.), which outlines review procedures for service plans for a special district, as amended

County: Douglas County, Colorado

Debt: any bond, note debenture, contract, or other multiple-year financial obligation of a District

Developer: Craft-AREP III Tallman Associates, LLC, the owner of the property proposing development of the Project, as well as its successor(s)-in-interest or assigns

District: the Tallman Gulch Metropolitan District

District Boundaries: the boundaries of the area described in the legal description attached hereto as **Exhibit B**

District Boundary Map: the map attached hereto as **Exhibit C**, showing the District's boundaries

Financial Plan: the Financial Plan described in Section X and attached as **Exhibit F**, which describes: (a) how the public improvements are to be financed; (b) how the debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Bond: bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy

Maximum Debt Service Mill Levy: the maximum mill levy the District is permitted to

impose for payment of debt as set forth in Section X.D

Maximum Operations and Maintenance Mill Levy: the maximum mill levy the District is permitted to impose for the payment of operating and maintenance expenses as set forth in Section X.E

Maximum Total Mill Levy: the maximum mill levy the District is permitted to impose for the payment of debt as set forth in Section X.D. and operating and maintenance expenses as set forth in Section X.E

Project: the development or property commonly referred to as Tallman Gulch.

Public Improvements: the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act to serve the future taxpayers and inhabitants of the District as determined by the Board of the District

Revenue Bond: bonds issued by the District to finance a specific project, the income from which will be used for repaying the bond

Service Plan: the service plan for the District approved by the Board of County Commissioners

Special District Act: C.R.S. §§ 32-1-101, *et seq.*, as amended

State: the State of Colorado

## **XVII. RESOLUTION OF APPROVAL**

The District incorporates the Board of County Commissioner's resolution approving this Service Plan into this Service Plan attached hereto as **Exhibit G**. A copy of the District's Order and Decree, as granted by the Douglas County District Court and recorded in the official records of the Douglas County Clerk and Recorder, is attached hereto as **Exhibit L**.

## **XVIII. STATUTORY FINDINGS AND CONCLUSIONS**

It is submitted that this Service Plan for the District, as required by C.R.S. § 32-1-203, as amended, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

*At build-out, the Project will consist of approximately 121 residential units with a projected population of 307 persons (assuming 121 units and 2.54 person-*

*equivalents per unit). There are currently no other entities in existence in the Project that have the ability to undertake the design, financing, construction, operation and maintenance of the improvements designated herein that are needed for the Project. It is also the Developer's understanding that the County does not consider it feasible or practicable to provide the necessary services and facilities for the Project.*

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

*There are currently no other entities in existence in the Project that have the ability or willingness to undertake the design, financing, construction, operation and/or maintenance of the capital improvements contemplated and necessary to serve the Project. It is also the District's understanding that the County does not consider it feasible or practicable to provide the necessary services and facilities for the Project. The District is willing to assume responsibility for the improvements and services designated herein.*

3. The District is capable of providing economical and sufficient service to the area within its boundaries;

*As shown in the Financing Plan the District's projected 121 residential units can support the improvements and services contemplated herein. As is also demonstrated herein, the District can provide these services economically under a single administrative and maintenance umbrella.*

4. The area to be included in the District has, or will have, the financial ability to discharge the indebtedness on a reasonable basis;

*As shown in the Financing Plan, the projected assessed value of the District's projected 121 residential units will allow the District to discharge the proposed indebtedness on a reasonable basis, using reasonable mill levies.*

5. Adequate service is not, or will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

*The County does not intend to provide such site-specific improvements or services for the Project. No other existing municipal or quasi-municipal corporations, including existing special districts, intend to provide adequate service to the Project within a reasonable time or on a comparable basis. The scope of the improvements contemplated herein together with the long-term maintenance needs associated therewith makes the District the only logical provider of such service.*

6. The facility and service standards of the District are compatible with the facility and service standards of each county within which the District is to be located and each municipality which is an interested party under C.R.S. § 32-1-204(1), as amended;

*Based on the types of improvements proposed, the District's facility and service standards either meet or exceed the County's facility and service standards. There are no municipalities that constitute interested parties under Section 32-1-204(1), C.R.S., as amended. The Service Plan complies with the statutory criteria.*

7. The proposal is in substantial compliance with the Douglas County Comprehensive Master Plan, as amended, adopted pursuant to C.R.S. § 30-28-106, as amended;

*Based on the types of improvements proposed, the District's facility and service standards either meet or exceed the County's facility and service standards. There are no municipalities that constitute interested parties under Section 32-1-204(1), C.R.S., as amended. The Service Plan complies with the statutory criteria.*

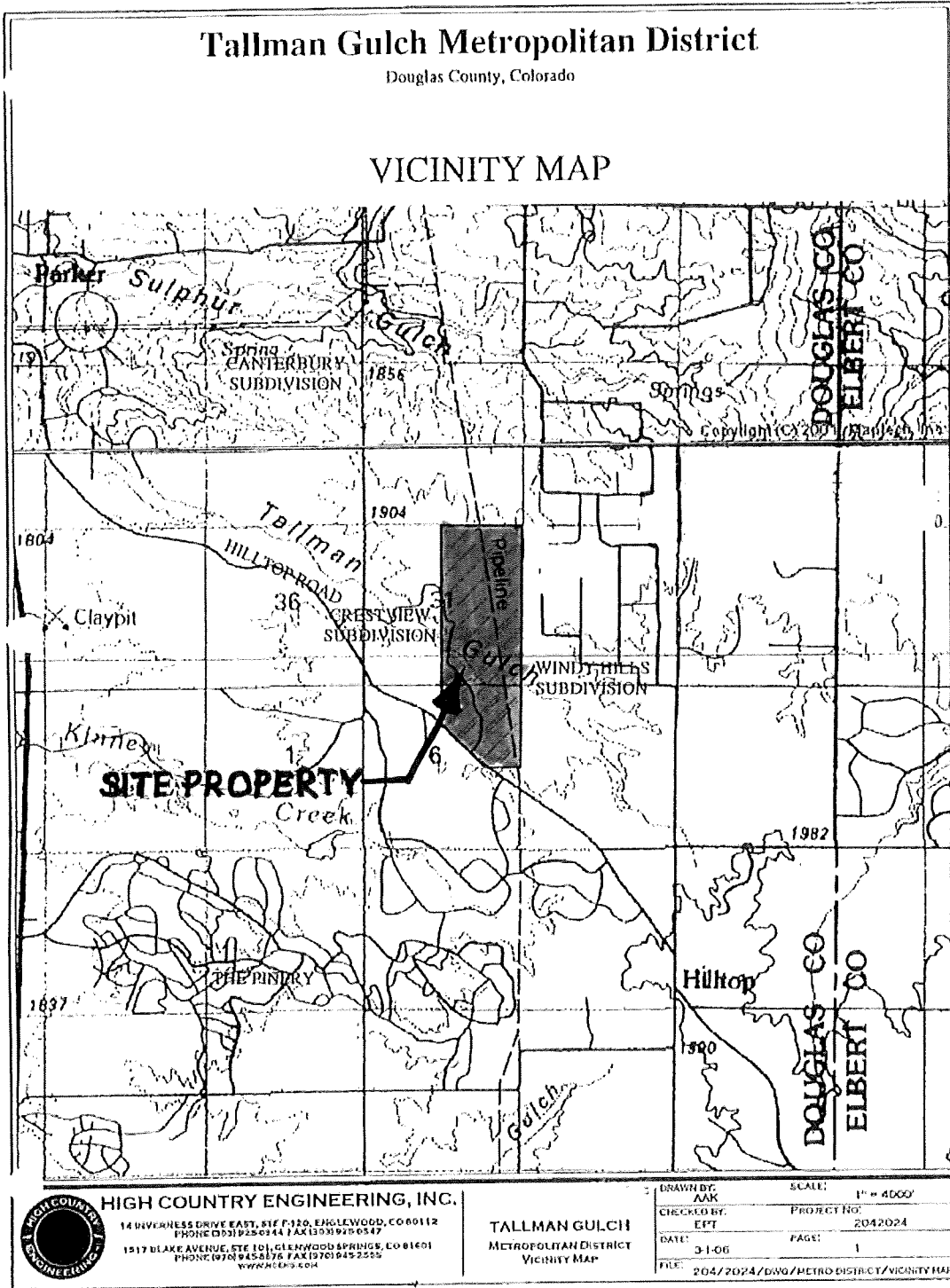
8. The proposal is in compliance with the regional Clean Water Plan, as amended; and

*All storm drainage, sanitary sewer and irrigation facilities and services will be constructed, operated and maintained in accordance with the Clean Water Plan as required by Tri-County Health Department as well as all County, local, State and Federal water quality rules, regulations and/or laws. The Developer is not aware of any conflict with this statute provision under any duly adopted County, local, State or Federal long-range water quality management plan for the area.*

9. The creation of the District is in the best interests of the area proposed to be served.

*The District is coextensive with the planned community known as Tallman Gulch and was organized to assist in the funding, integration and coordination of metropolitan district services and facilities within and without its boundaries. The creation of the District will thus be in the best interests of the existing and future residents of Tallman Gulch.*

**Exhibit A  
Vicinity Map**



Amended and Restated Service Plan for Tallman Gulch Metropolitan District

**Exhibit B  
Legal Description**

TALLMAN GULCH METRO DISTRICT

**DESCRIPTION**

A parcel of land in the East Half of Section 31, Township 6 South, Range 65 West and in the Northeast Quarter of Section 6, Township 7 South, Range 65 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 31;  
 Thence South 89°15'33" East along the northerly line of said section a distance of 2,636.45 feet to the Northeast corner of said section;  
 Thence South 00°14'11" West along the easterly line of said section a distance of 2,634.24 feet to the East Quarter corner of said section;  
 Thence South 00°14'14" West continuing along said easterly line a distance of 2,633.63 feet to the Northeast corner of said Section 6;  
 Thence South 01°03'22" West along the easterly line of said Section 6 a distance of 2,716.07 feet to the East Quarter corner of said section;  
 Thence North 88°57'35" West along the east-west centerline of said section a distance of 1,107.09 feet to the northerly right of way line of Hilltop Road;  
 Thence along said northerly right of way line the following three (3) courses;  
 1. North 49°23'55" West a distance of 1,138.89 feet to a point of curvature;  
 2. along the arc of a curve to the right having a central angle of 08°06'25", a radius of 3,175.08 feet, and an arc length of 449.25 feet (chord bears North 45°20'43" West, 448.87 feet);  
 3. North 41°17'30" West a distance of 368.97 feet to the easterly line of the parcel described in Book 1473 at Page 2194 of the Douglas County Clerk and Recorder's Office;  
 Thence along said parcel the following two (2) courses;  
 1. North 00°39'49" East a distance of 1,380.37 feet to the southerly line of said Section 31;  
 2. North 89°35'01" West along said southerly line a distance of 116.11 feet to the South Quarter corner of said Section 31;  
 Thence North 00°45'39" East along the north-south centerline of said Section 31 a distance of 3409.86 feet to the southerly line of the parcel described in Book 7653 at Page 839 of said county records;  
 Thence along the southerly, easterly and northerly lines of said parcel the following three (3) courses;  
 1. South 89°14'19" East a distance of 639.97 feet;  
 2. North 00°45'52" East a distance of 440.23 feet;  
 3. North 89°15'33" West a distance of 640.00 feet to said north-south centerline;



**HIGH COUNTRY ENGINEERING, INC.**  
 1411 VERNER DRIVE EAST, STE. F, 120, ENGLEWOOD, CO 80112  
 PHONE (303) 925-0544 FAX (303) 925-0547  
 1517 LAKE AVENUE, STE. 101, GLENWOOD SPRINGS, CO 81001  
 PHONE (970) 946-8676 FAX (970) 946-2655  
 WWW.HCENR.COM


DATE:	3-1-06
FILE:	J./EXH/TGMD
PROJECT NO:	2042024
DRAWN BY:	SMG

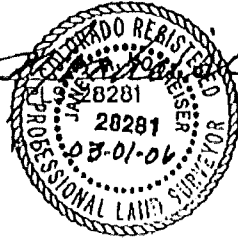
EXHIBIT \_\_\_\_\_  
 PAGE 1 OF 3

Thence North 00°45'39" East continuing along said north-south centerline a distance of 1,433.00 feet to the POINT OF BEGINNING.

Containing 19,781,230 square feet or 454.12 acres, more or less.

Basis of Bearing: Northerly line of the North Quarter of Section 31, Township 6 South, Range 65 West of the Sixth Principal Meridian as monumented by a 2" aluminum cap stamped "Bell Surveying" PLS 7361 at the North Quarter corner and by a 2-1/2" aluminum cap stamped "Stell Surveying Services PLS 16154 2000" at the Northeast corner, bearing South 89°15'33" East, 2636.45 feet.

  
Janet M. Monhelsey,  
For and On Behalf of  
High Country Engineering,  
14 Inverness Drive East  
Suite F-120  
Englewood, CO 80112



**HIGH COUNTRY ENGINEERING, INC.**

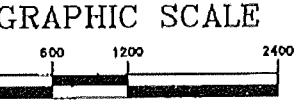
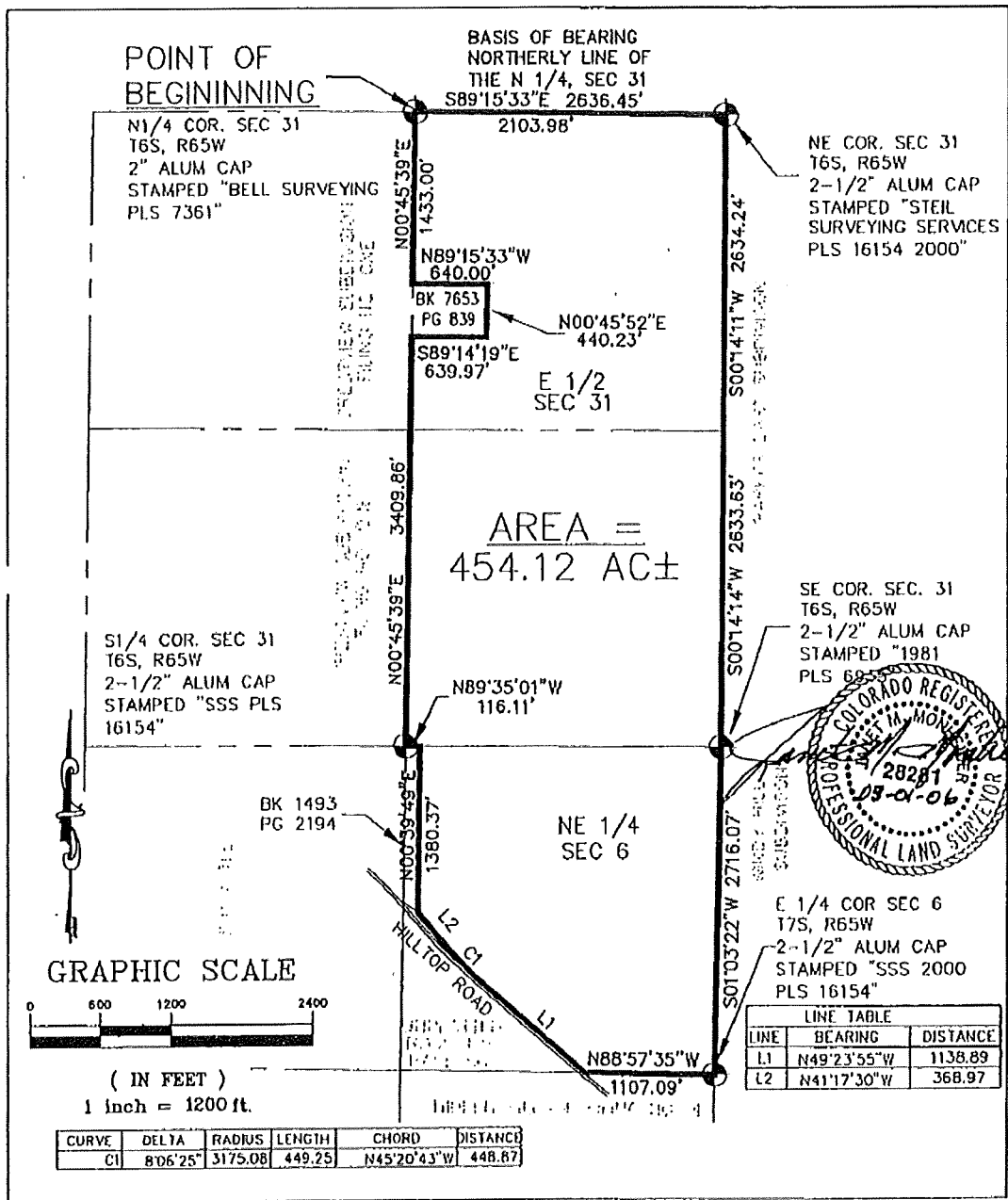
14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 945-0564 FAX (303) 9250547  
1617 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8878 FAX (970) 9452265  
WWW.HCEI.CO.COM

DATE:	3-1-06
FILE:	J./EXH/IGMD
PROJECT NO:	2042024
DRAWN BY:	BMG

EXHIBIT \_\_\_\_\_

PAGE 2 OF 3





( IN FEET )  
1 inch = 1200 ft.

CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	8°06'25"	3175.08	449.25	N45°20'43"W	448.87

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N49°23'55"W	1138.89
L2	N41°17'30"W	368.97



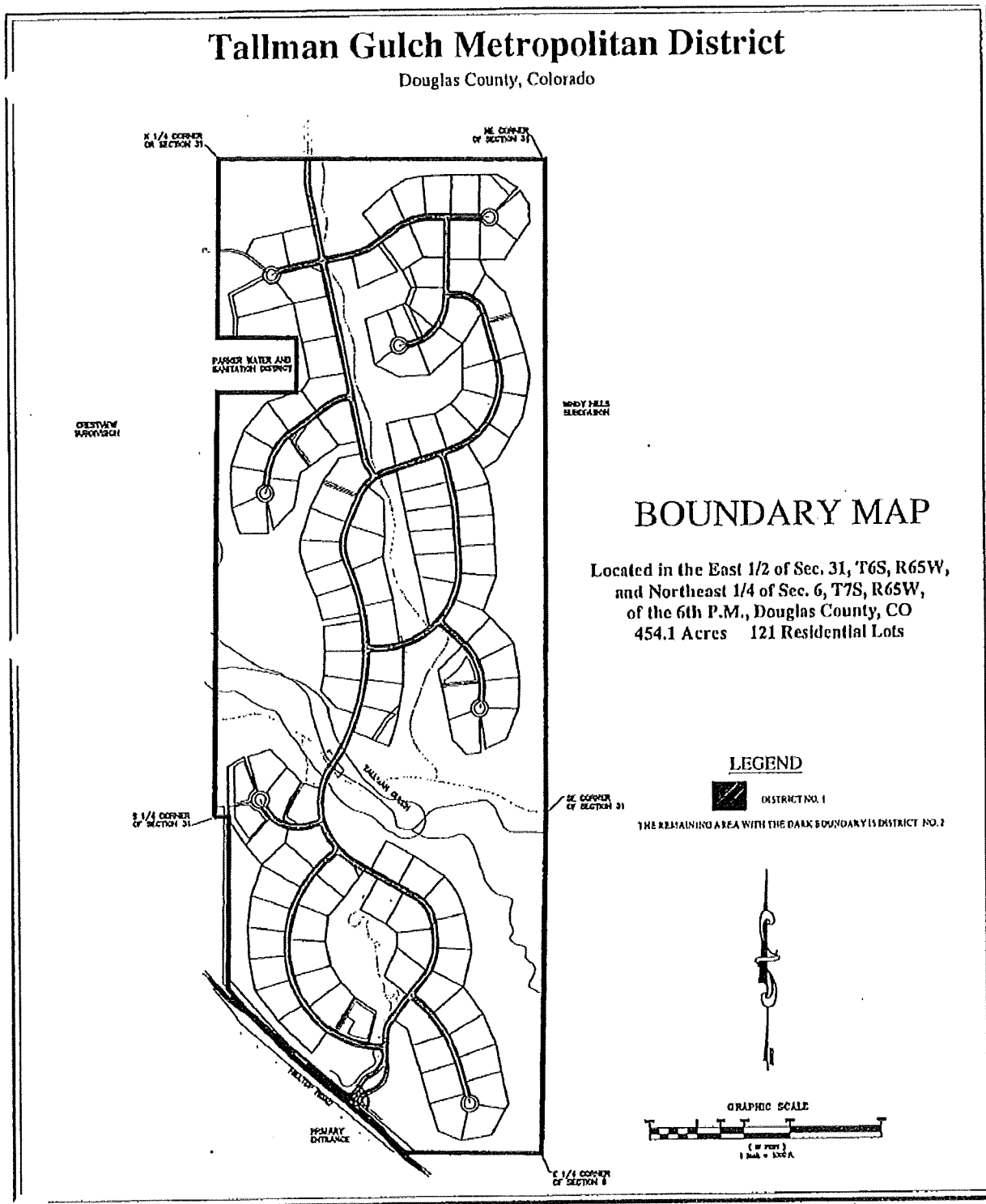
**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, BTE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 925-0644 FAX (303) 925-0647  
1517 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 948-8678 FAX (970) 948-2858  
WWW.HCEENGINEERING.COM

DATE: 3-1-06  
FILE: J/JEM/TGMB  
PROJECT NO: 2042024  
DRAWN BY: PMG

EXHIBIT \_\_\_\_\_  
PAGE 3 OF 3

Exhibit C District  
Boundary Map



**Exhibit D  
Cost of Improvements**

210 Engineering, LLC.  
10940 S. Parker Rd., #446  
Parker, CO 80134  
(303) 921-4217

**CONCEPTUAL ENGINEER'S ESTIMATE OF ANTICIPATED COSTS  
Tallman Gulch Metro District Service Plan  
SUMMARY  
Parker, Colorado**

Date: April 12, 2016  
Job No.: 15-04014

<b><u>PHASE II</u></b>	
Earthwork	263,500
Streets	1,058,430
Erosion Control	134,370
Water	218,138
Storm Drain	680,475
Additional Costs	1,214,327
Insurance	<u>356,924</u>
<b>Total Phase II:</b>	<b>3,926,163</b>
<b><u>PHASE III</u></b>	
Earthwork	99,500
Streets	251,970
Erosion Control	46,260
Water	170,210
Storm Drain	225,925
Additional Costs	692,844
Insurance	<u>148,671</u>
<b>Total Phase III:</b>	<b>1,635,379</b>
<b><u>PHASE IV</u></b>	
Earthwork	161,500
Streets	898,010
Erosion Control	83,655
Water	489,125
Storm Drain	219,300
Additional Costs	978,429
Insurance	<u>283,002</u>
<b>Total Phase IV:</b>	<b>3,113,021</b>
 <b>Total Project Costs:</b>	 <b>8,674,564</b>

210 Engineering, LLC.  
 10940 S. Parker Rd., #446  
 Parker, CO 80134  
 (303) 921-4217

**CONCEPTUAL ENGINEER'S ESTIMATE OF ANTICIPATED COSTS  
 Tallman Gulch Metro District Service Plan  
 Phase II**

Parker, Colorado

Date: April 12, 2016  
 Job No.: 15-04014

**EARTHWORK**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	MOBILIZATION	1	LS	15,000	\$ 50,000.00
	CLEAR & GRUB	21	AC	3,500.00	\$ 73,500.00
	EARTHWORK	56,000	CY	2.50	\$ 140,000.00
					<u>\$ 263,500.00</u>

**STREETS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SUBGRADE PREPARATION	17,400	SY	3.05	\$ 53,070.00
	6" ASPHALT PAVEMENT	17,400	SY	25.25	\$ 439,350.00
	GRAVEL BASE COURSE - 8"	17,400	SY	9.50	\$ 165,300.00
	TACK COAT	17,400	SY	0.15	\$ 2,610.00
	6" VERTICAL CURB & GUTTER	14,200	LF	18.00	\$ 255,600.00
	HANDICAP RAMPS	6	EA	1,700.00	\$ 10,200.00
	CONCRETE CROSS PAN (2 EACH)	1,500	SF	7.00	\$ 10,500.00
	8' CRUSHER FINES TRAIL	34,800	SF	3.50	\$ 121,800.00
					<u>\$ 1,058,430.00</u>

**EROSION CONTROL**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SILT FENCE	11,000	LF	2.00	\$ 22,000.00
	VEHICLE TRACKING CONTROL	1	EA.	1,000.00	\$ 1,000.00
	INLET PROTECTION	210	LF	20.00	\$ 4,200.00
	EROSION CONTROL BLANKET	650	SY	5.00	\$ 3,250.00
	CULVERT PROTECTION/CHECK DAM	50	LF	36.00	\$ 1,800.00
	STABILIZED STAGING AREA	19,900	SF	2.00	\$ 39,800.00
	REINFORCED ROCK BERM	20	LF	9.00	\$ 180.00
	RRB FOR CULVERT PROTECTION	160	LF	9.00	\$ 1,440.00
	SEDIMENT BASIN	1	EA.	1,100.00	\$ 1,100.00
	CONCRETE WASHOUT	1	EA.	100.00	\$ 100.00
	TEMPORARY SEED AND MULCH	19	AC	2,500.00	\$ 47,500.00
	EROSION CONTROL MAINTENANCE	12	MO	1,000.00	\$ 12,000.00
					<u>\$ 134,370.00</u>

**WATER**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	12" PVC WATER LINE TO PARKER W & S TANK	670	LF	36.00	\$ 24,120.00
	8" PVC WATER LINE	2,298	LF	31.00	\$ 71,238.00
	8" GATE VALVES	5	EA.	1,900.00	\$ 9,500.00
	8" TEES	1	EA.	980.00	\$ 980.00
	8" AIR VAC VALVE	3	EA.	1,600.00	\$ 4,800.00
	8" BLOW OFF	1	EA.	2,900.00	\$ 2,900.00
	12" BEND	5	EA.	1,800.00	\$ 9,000.00
	8" BEND	4	EA.	1,500.00	\$ 6,000.00
	FIRE HYDRANT ASSEMBLY	4	EA.	9,200.00	\$ 36,800.00
	3/4" COPPER SERVICE LINE	33	EA.	1,600.00	\$ 52,800.00
					<b>\$ 218,138.00</b>

**STORM DRAIN**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	HEADWALLS TALLMAN GULCH	1	EA	40,000.00	\$ 40,000.00
	GULCH STREAM STABILIZATION	4	EA	5,000.00	\$ 20,000.00
	96" RCP	340	LF	500.00	\$ 170,000.00
	36" RCP	500	EA	125.00	\$ 62,500.00
	30" RCP	520	EA.	100.00	\$ 52,000.00
	24" RCP	600	EA	78.00	\$ 46,800.00
	18" RCP	525	EA.	65.00	\$ 34,125.00
	16" INLET	1	EA	7,200.00	\$ 7,200.00
	5' INLET	9	EA	3,850.00	\$ 34,650.00
	4' DIA MANHOLE	2	EA	4,200.00	\$ 8,400.00
	OUTLET PROTECTION	6	EA	800.00	\$ 4,800.00
	DETENTION PONDS 1,4,5 & 9	4	EA	50,000.00	\$ 200,000.00
					<b>\$ 680,475.00</b>

**SUBTOTAL** \$ 2,354,913

**ADDITIONAL COSTS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	ELECTRIC	7300	LF	25.00	\$ 182,500.00
	GAS	7300	LF	20.00	\$ 146,000.00
	LANDSCAPE	1	LS	250,000.00	\$ 250,000.00
	GEOTECH 3.6%	1	LS	82,421.96	\$ 82,421.96
	CONSTRUCTION SURVEYING @ 3.5%	1	LS	82,421.96	\$ 82,421.96
	CONSTRUCTION MANAGEMENT @ 5%	1	LS	117,745.65	\$ 117,745.65
	PERMITS @ 5%	1	LS	117,745.65	\$ 117,745.65
	CONTINGENCY @ 10%	1	LS	235,491.30	\$ 235,491.30
					<b>\$ 1,214,326.51</b>

**TOTAL** \$ 3,569,240

INSURANCE @ 10% \$ 356,924

**TOTAL ESTIMATE** \$ 3,926,163

**NOTES:**

1. Quantities are conceptual and may be subject to change.
2. Unit costs are approximate and will need to be verified by a contractor.

210 Engineering, LLC.  
 10940 S. Parker Rd., #446  
 Parker, CO 80134  
 (303) 921-4217

CONCEPTUAL ENGINEER'S ESTIMATE OF ANTICIPATED COSTS  
 Tallman Gulch Metro District Service Plan  
 Phase III  
 Parker, Colorado

Date: April 12, 2016  
 Job No.: 15-04014

**EARTHWORK**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	MOBILIZATION	1	LS	15,000	\$ 50,000.00
	CLEAR & GRUB	7	AC	3,500.00	\$ 24,500.00
	EARTHWORK	10,000	CY	2.50	\$ 25,000.00
					\$ 99,500.00

**STREETS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SUBGRADE PREPARATION	4,600	SY	3.05	\$ 14,030.00
	6" ASPHALT PAVEMENT	4,600	SY	25.25	\$ 116,150.00
	GRAVEL BASE COURSE - 8"	4,600	SY	9.50	\$ 43,700.00
	TACK COAT	4,600	SY	0.15	\$ 690.00
	6" VERTICAL CURB & GUTTER	3,600	LF	18.00	\$ 64,800.00
	CONCRETE CROSS PAN (2 EACH)	750	SF	7.00	\$ 5,250.00
	8' CRUSHER FINES TRAIL	2,100	SF	3.50	\$ 7,350.00
					\$ 251,970.00

**EROSION CONTROL**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SILT FENCE	2,800	LF	2.00	\$ 5,600.00
	VEHICLE TRACKING CONTROL	1	EA.	1,000.00	\$ 1,000.00
	INLET PROTECTION	60	LF	20.00	\$ 1,200.00
	CULVERT PROTECTION/CHECK DAM	40	LF	9.00	\$ 360.00
	STABILIZED AREA (100'X60')	5,000	SF	2.00	\$ 10,000.00
	CONCRETE WASHOUT	1	EA.	100.00	\$ 100.00
	TEMPORARY SEED AND MULCH	6	AC	2,500.00	\$ 15,000.00
	SEDIMENT BASIN	1	EA.	1,000.00	\$ 1,000.00
	EROSION CONTROL MAINTENANCE	12	MO	1,000.00	\$ 12,000.00
					\$ 46,260.00

**WATER**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	8" PVC WATER LINE	2,250	LF	31.00	\$ 69,750.00
	8" GATE VALVES	7	EA.	1,900.00	\$ 13,300.00
	12" GATE VALVES	2	EA.	1,900.00	\$ 3,800.00
	8" BEND	2	EA.	1,500.00	\$ 3,000.00
	8" TEES	2	EA.	980.00	\$ 1,960.00
	8" AIR VAC VALVE	2	EA.	1,600.00	\$ 3,200.00
	8" BLOW OFF	4	EA.	2,900.00	\$ 11,600.00
	FIRE HYDRANT ASSEMBLY	5	EA.	9,200.00	\$ 46,000.00
	3/4" COPPER SERVICE (11 LOTS)	11	EA.	1,600.00	\$ 17,600.00
					\$ 170,210.00

**STORM DRAIN**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	42" RCP	145	EA.	150.00	\$ 21,750.00
	36" RCP	660	EA.	125.00	\$ 82,500.00
	18" RCP	745	EA.	65.00	\$ 48,425.00
	5' INLET	5	EA	3,850.00	\$ 19,250.00
	OUTLET PROTECTION	5	EA	800.00	\$ 4,000.00
	DETENTION POND #7	1	EA	50,000.00	\$ 50,000.00
					\$ 225,925.00
<b>SUBTOTAL</b>					\$ 793,865

**ADDITIONAL COSTS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	LANDSCAPING	1	LS	150,000.00	\$ 150,000.00
	ELECTRIC	7300	LF	25.00	\$ 182,500.00
	GAS	7300	LF	20.00	\$ 146,000.00
	GEOTECH 3.5%	1	LS	27,785.28	\$ 27,785.28
	CONSTRUCTION SURVEYING @ 3.5%	1	LS	27,785.28	\$ 27,785.28
	CONSTRUCTION MANAGEMENT @ 5%	1	LS	39,693.25	\$ 39,693.25
	PERMITS @ 5%	1	LS	39,693.25	\$ 39,693.25
	CONTINGENCY @ 10%	1	LS	79,386.50	\$ 79,386.50
					\$ 692,843.55
<b>TOTAL</b>					\$ 1,486,709
	INSURANCE @ 10%				\$ 148,671
<b>TOTAL ESTIMATE</b>					\$ 1,635,379

**NOTES:**

1. Quantities are conceptual and may be subject to change.
2. Unit costs are approximate and will need to be verified by a contractor.

210 Engineering, LLC.  
 10940 S. Parker Rd., #446  
 Parker, CO 80134  
 (303) 921-4217

CONCEPTUAL ENGINEER'S ESTIMATE OF ANTICIPATED COSTS  
 Tallman Gulch Metro District Service Plan  
 Phase IV  
 Parker, Colorado

Date: April 12, 2016  
 Job No.: 15-04014

**EARTHWORK**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	MOBILIZATION	1	LS	15,000.00	\$ 50,000.00
	CLEAR & GRUB	14	AC	3,500.00	\$ 49,000.00
	EARTHWORK	25,000	CY	2.50	\$ 62,500.00
					\$ 161,500.00

**STREETS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SUBGRADE PREPARATION	14,200	SY	3.05	\$ 43,310.00
	6" ASPHALT PAVEMENT	14,200	SY	25.25	\$ 358,550.00
	GRAVEL BASE COURSE - 8"	14,200	SY	9.50	\$ 134,900.00
	TACK COAT	14,200	SY	0.15	\$ 2,130.00
	6" VERTICAL CURB & GUTTER	11,650	LF	18.00	\$ 209,700.00
	HANDICAP RAMPS	2	EA	1,700.00	\$ 3,400.00
	CONCRETE CROSS PAN (2 EACH)	1,500	SF	7.00	\$ 10,500.00
	8' CRUSHER FINES TRAIL	38,720	SF	3.50	\$ 135,520.00
					\$ 898,010.00

**EROSION CONTROL**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	SILT FENCE	7,900	LF	2.00	\$ 15,800.00
	VEHICLE TRACKING CONTROL	1	EA.	1,000.00	\$ 1,000.00
	INLET PROTECTION	90	LF	20.00	\$ 1,800.00
	EROSION CONTROL BLANKET	115	SY	5.00	\$ 575.00
	CULVERT PROTECTION	20	LF	9.00	\$ 180.00
	REINFORCED CHECK DAM	100	LF	36.00	\$ 3,600.00
	STABILIZED AREA (100'X50')	5,000	SF	2.00	\$ 10,000.00
	CONCRETE WASHOUT	1	EA.	100.00	\$ 100.00
	TEMPORARY SEED AND MULCH	15	AC	2,500.00	\$ 37,500.00
	SEDIMENT BASIN	1	EA.	1,100.00	\$ 1,100.00
	EROSION CONTROL MAINTENANCE	12	MO	1,000.00	\$ 12,000.00
					\$ 83,655.00

**WATER**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	8" PVC WATER LINE	7,235	LF	31.00	\$ 224,285.00
	8" GATE VALVES	23	EA.	1,900.00	\$ 43,700.00
	8" BENDS	3	EA.	1,500.00	\$ 4,500.00
	8" TEES	3	EA.	980.00	\$ 2,940.00
	8" AIR VAC VALVE	6	EA.	1,600.00	\$ 9,600.00
	8" BLOW OFF	5	EA.	2,900.00	\$ 14,500.00
	FIRE HYDRANT ASSEMBLY	14	EA.	9,200.00	\$ 128,800.00
	3/4" COPPER SERVICE (38 LOTS)	38	EA.	1,600.00	\$ 60,800.00
					\$ 489,125.00



**STORM DRAIN**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	30" RCP	320	LF	100.00	\$ 32,000.00
	24" RCP	150	LF	78.00	\$ 11,700.00
	18" RCP	1,350	LF	65.00	\$ 87,750.00
	5' INLET	9	EA	3,850.00	\$ 34,650.00
	OUTLET PROTECTION	4	EA	800.00	\$ 3,200.00
	DETENTION POND #2	1	EA	50,000.00	\$ 50,000.00
					<u>\$ 219,300.00</u>
	<b>SUBTOTAL</b>				<b>\$ 1,851,590</b>

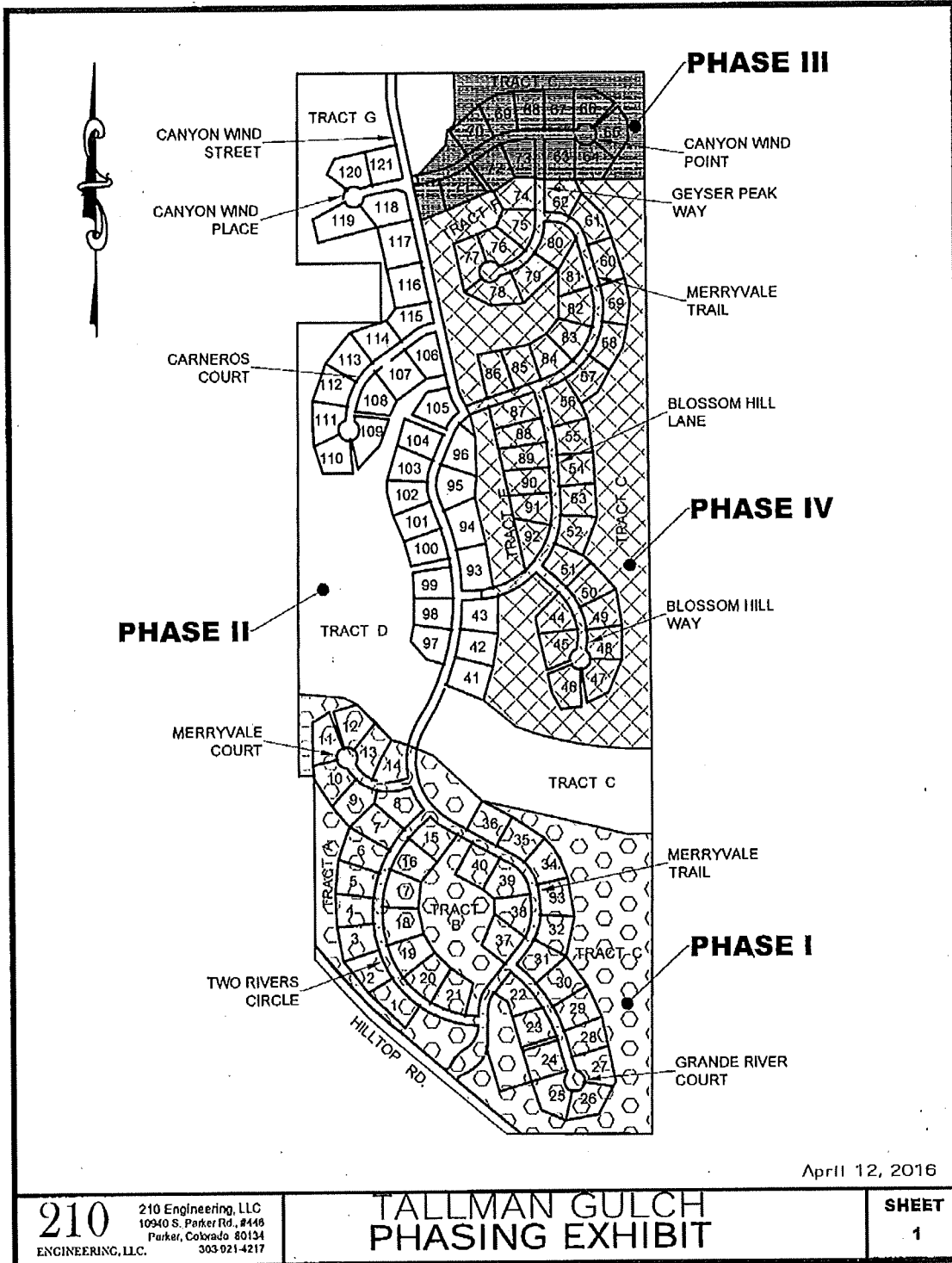
**ADDITIONAL COSTS**

ITEM	DESCRIPTION	QNTY.	UNIT	COST/UNIT	TOTAL COST
	LANDSCAPING	1	LS	150,000	\$ 150,000.00
	ELECTRIC	7300	LF	25.00	\$ 182,500.00
	GAS	7300	LF	20.00	\$ 146,000.00
	GEOTECH 3.5%	1	LS	64,806	\$ 64,805.65
	CONSTRUCTION SURVEYING @ 3.5%	1	LS	64,806	\$ 64,805.65
	CONSTRUCTION MANAGEMENT @ 5%	1	LS	92,580	\$ 92,579.50
	PERMITS @ 5%	1	LS	92,580	\$ 92,579.50
	CONTINGENCY @ 10%	1	LS	185,159	\$ 185,159.00
					<u>\$ 978,429.30</u>
	<b>TOTAL</b>				<b>\$ 2,830,019</b>
	INSURANCE @ 10%				<b>\$ 283,002</b>
	<b>TOTAL ESTIMATE</b>				<b>\$ 3,113,021</b>

**NOTES:**

1. Quantities are conceptual and may be subject to change.
2. Unit costs are approximate and will need to be verified by a contractor.

**Exhibit E  
Map of Improvements**

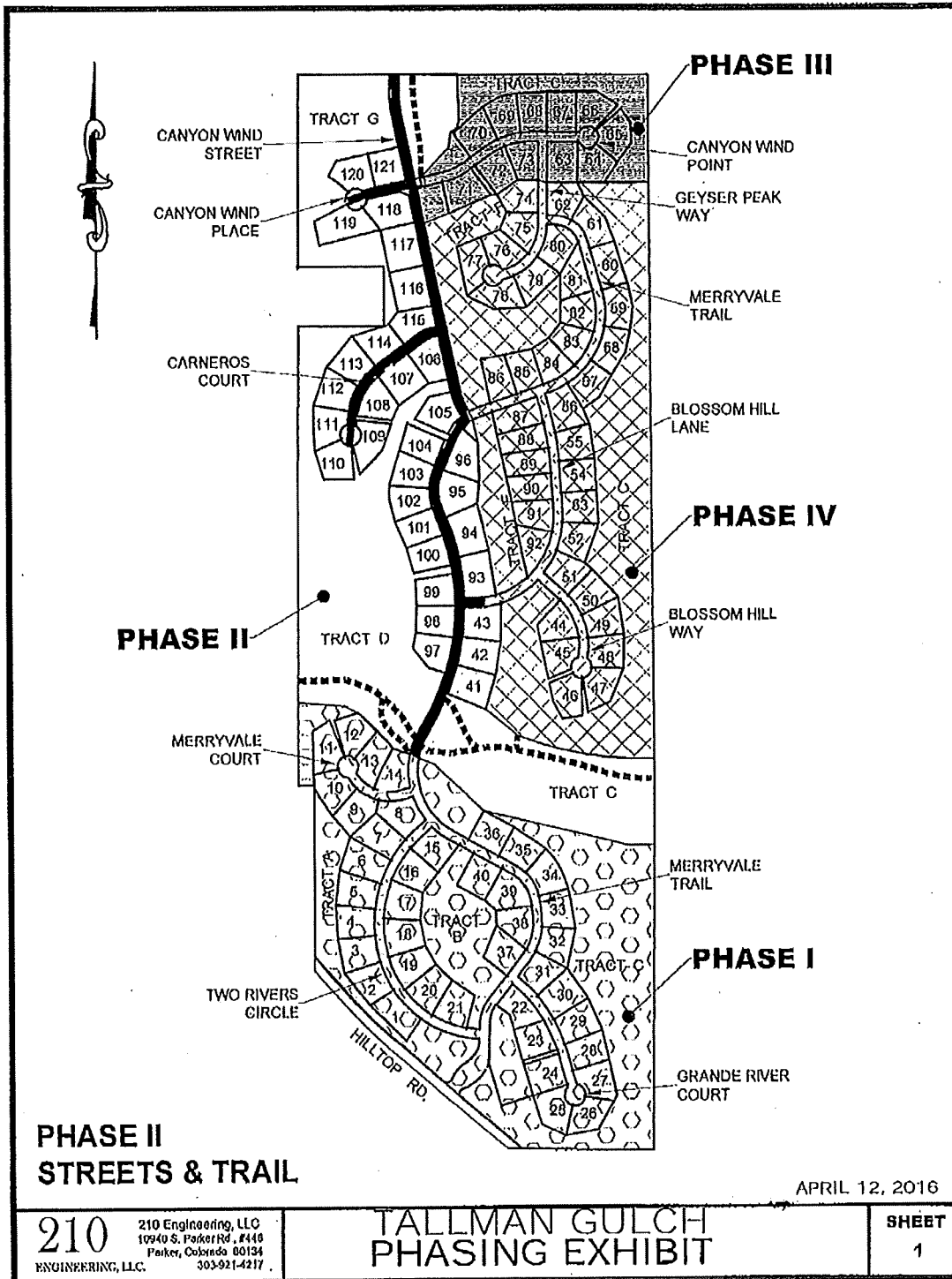


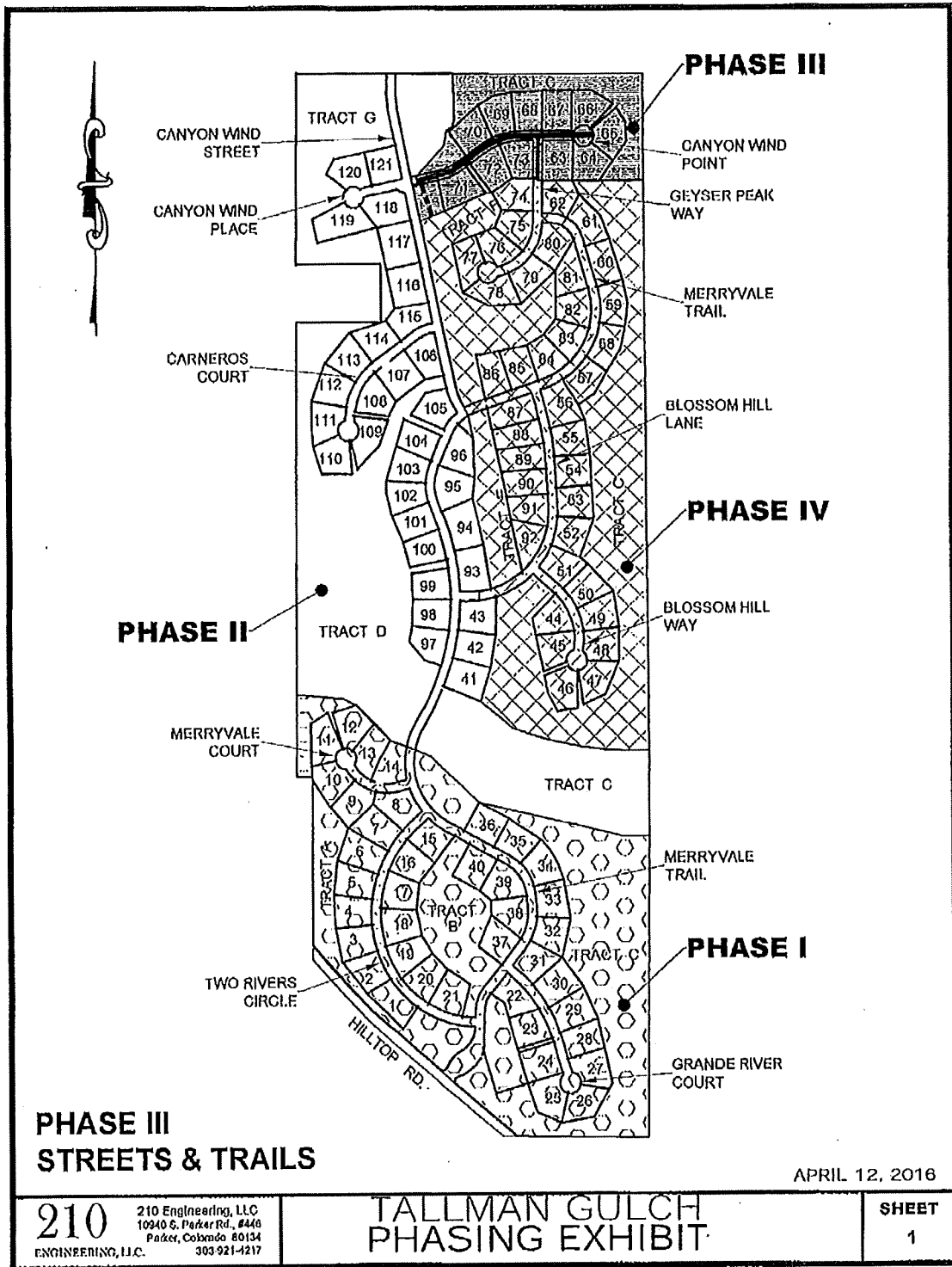
April 12, 2016

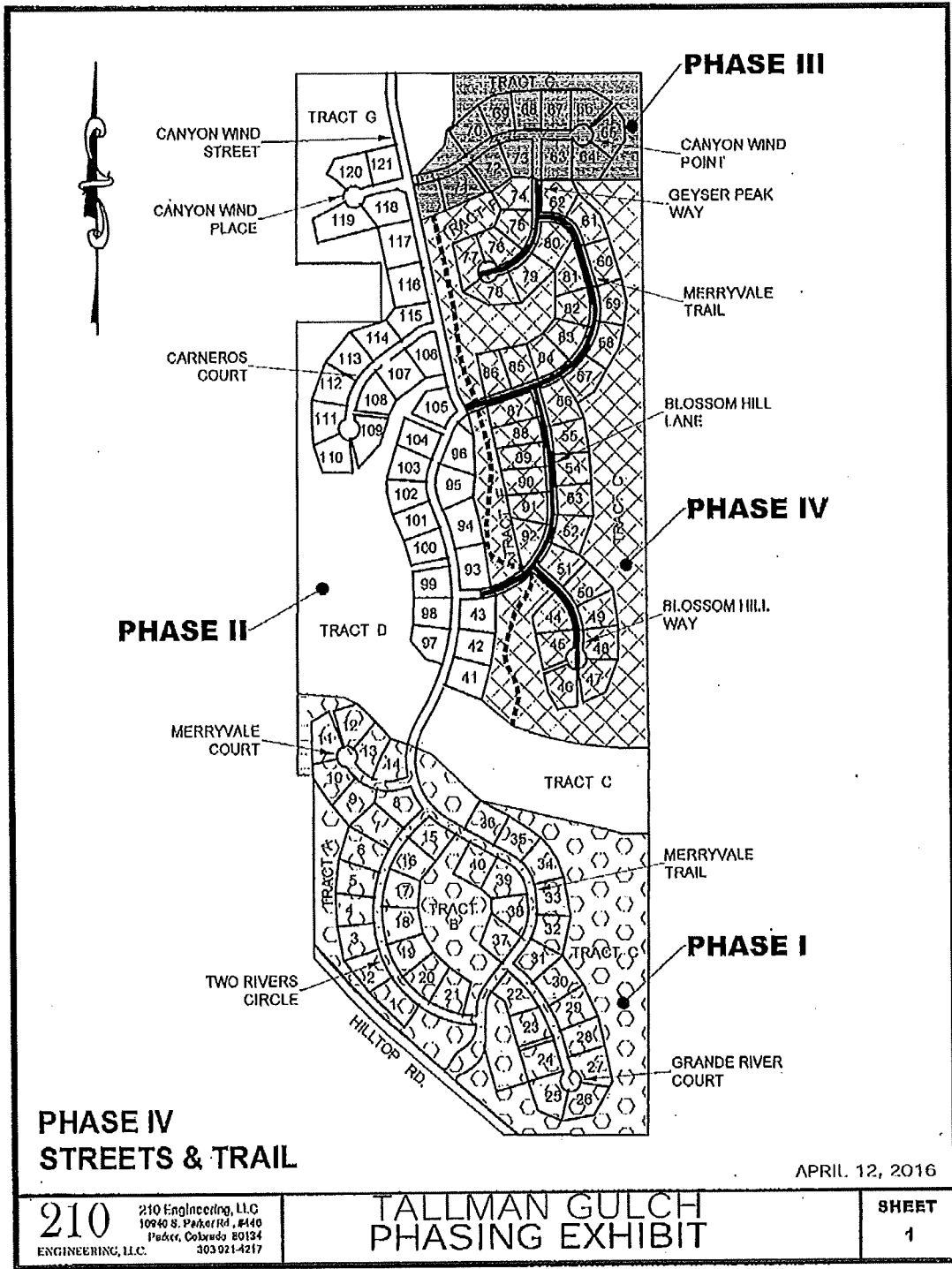
**210** ENGINEERING, LLC.  
210 Engineering, LLC  
10940 S. Parker Rd., #448  
Parker, Colorado 80134  
303-921-4217

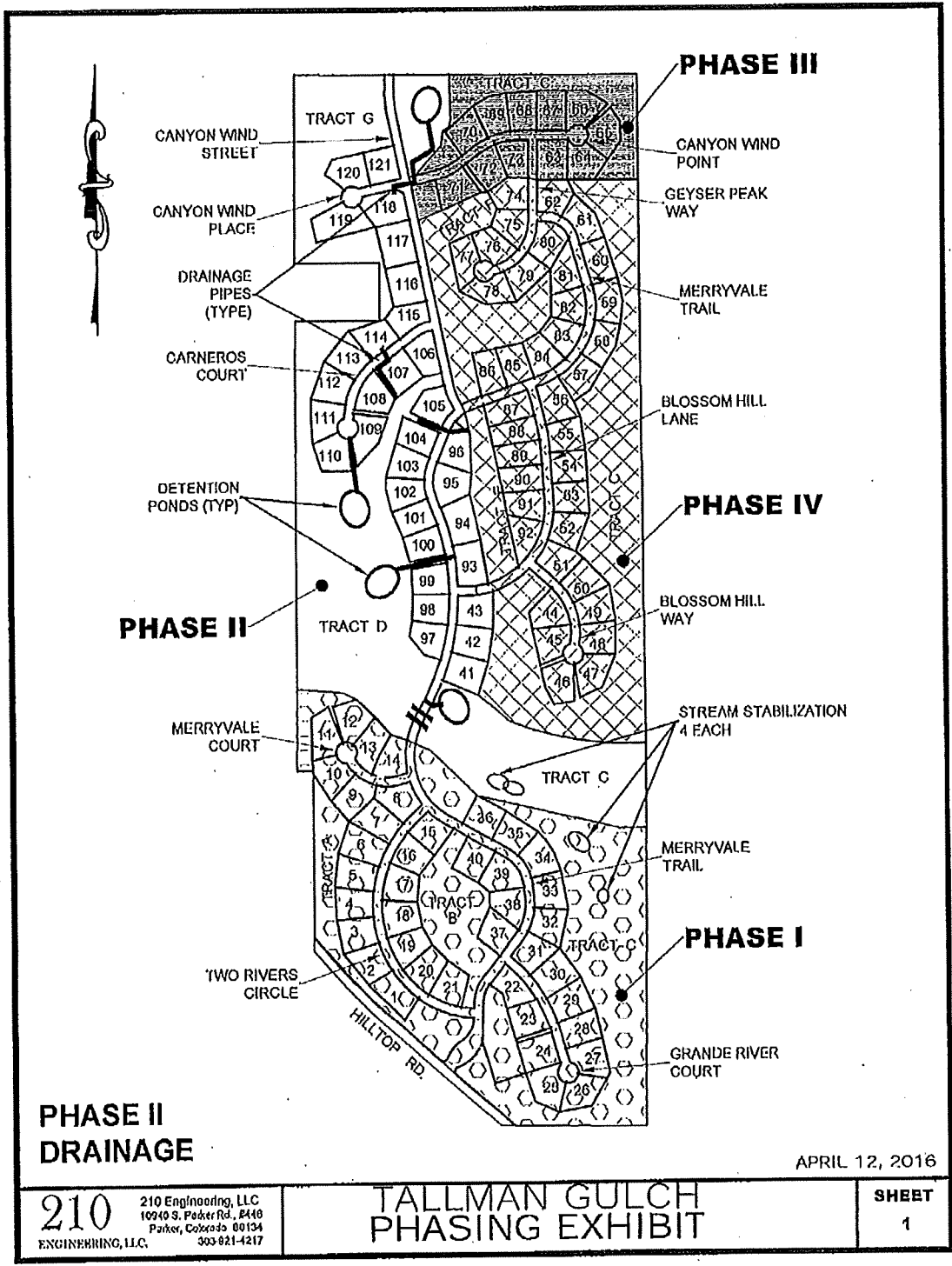
**TALLMAN GULCH  
PHASING EXHIBIT**

**SHEET**  
**1**









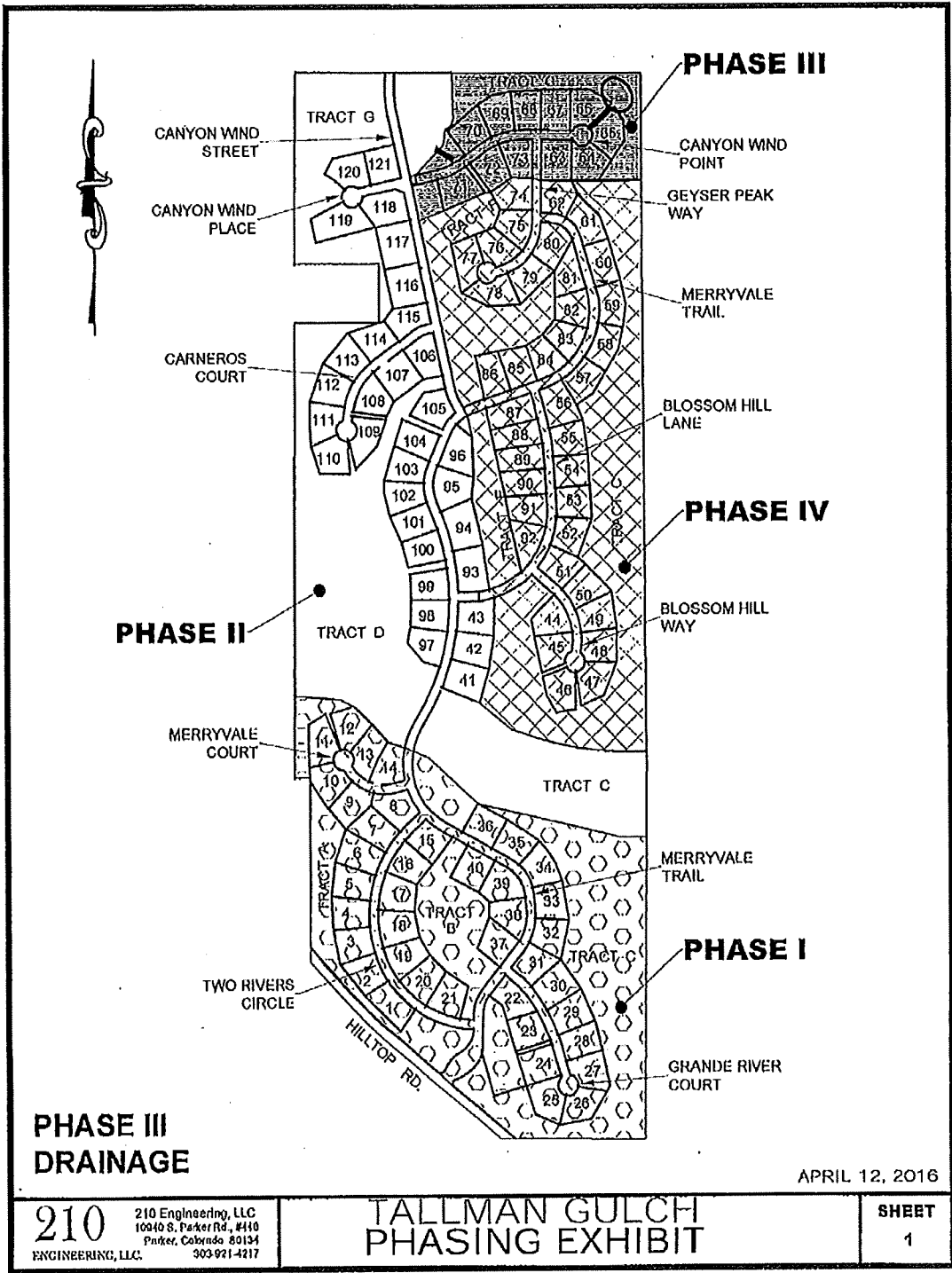
**PHASE II  
DRAINAGE**

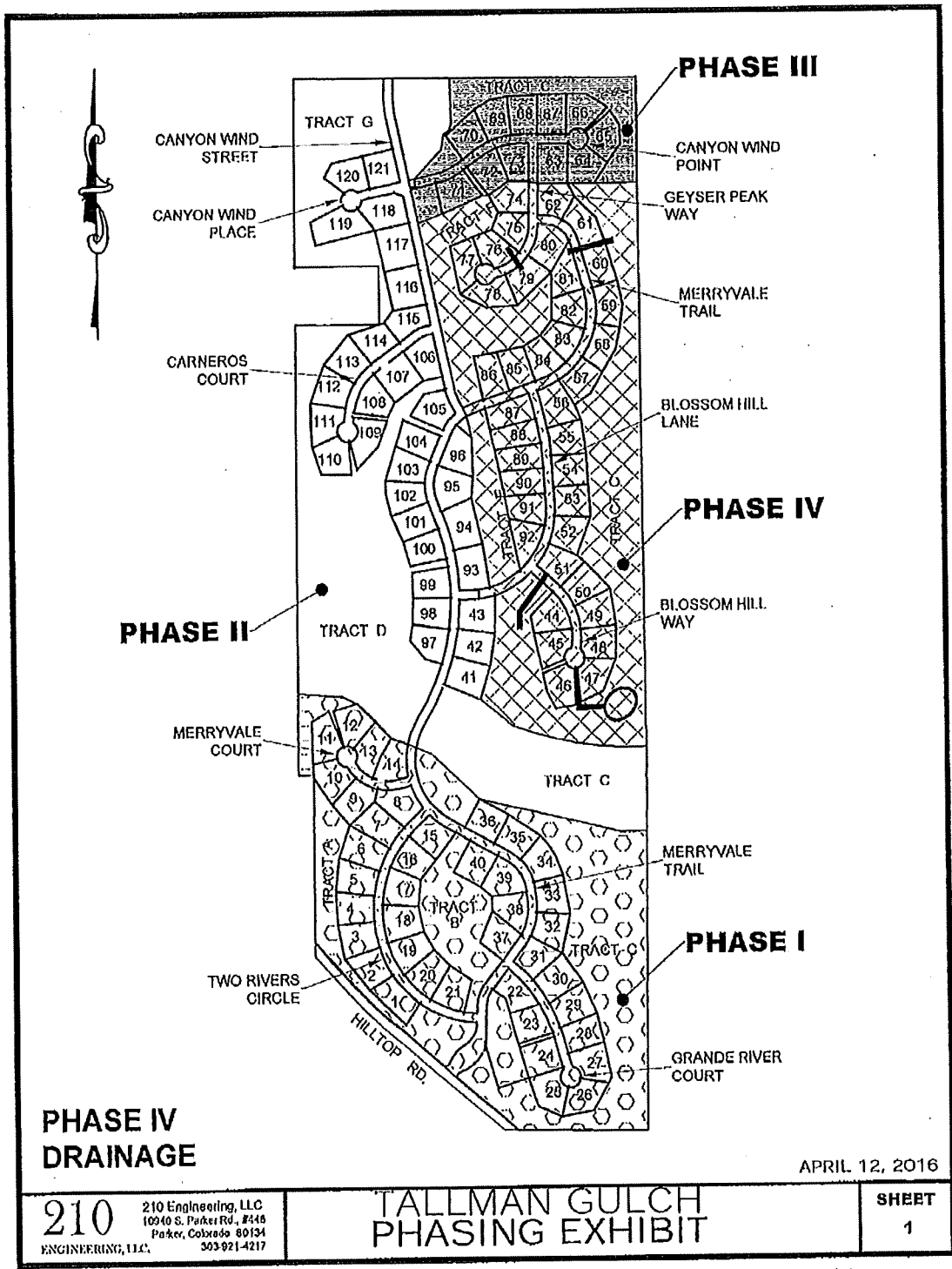
APRIL 12, 2016

**210** 210 Engineering, LLC  
10940 S. Parker Rd., #440  
Parker, Colorado 80134  
ENGINEERING, LLC. 303-821-4217

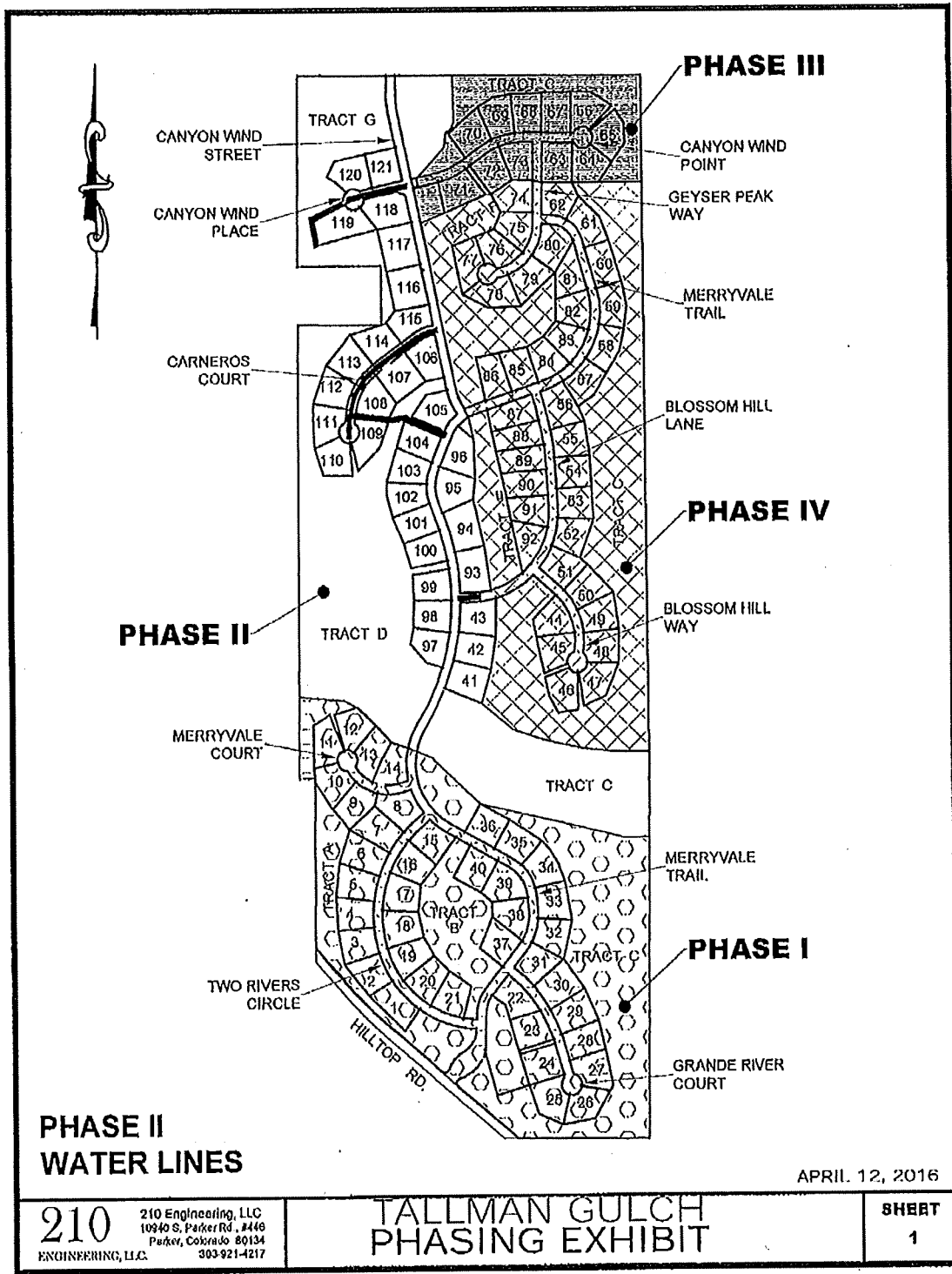
**TALLMAN GULCH  
PHASING EXHIBIT**

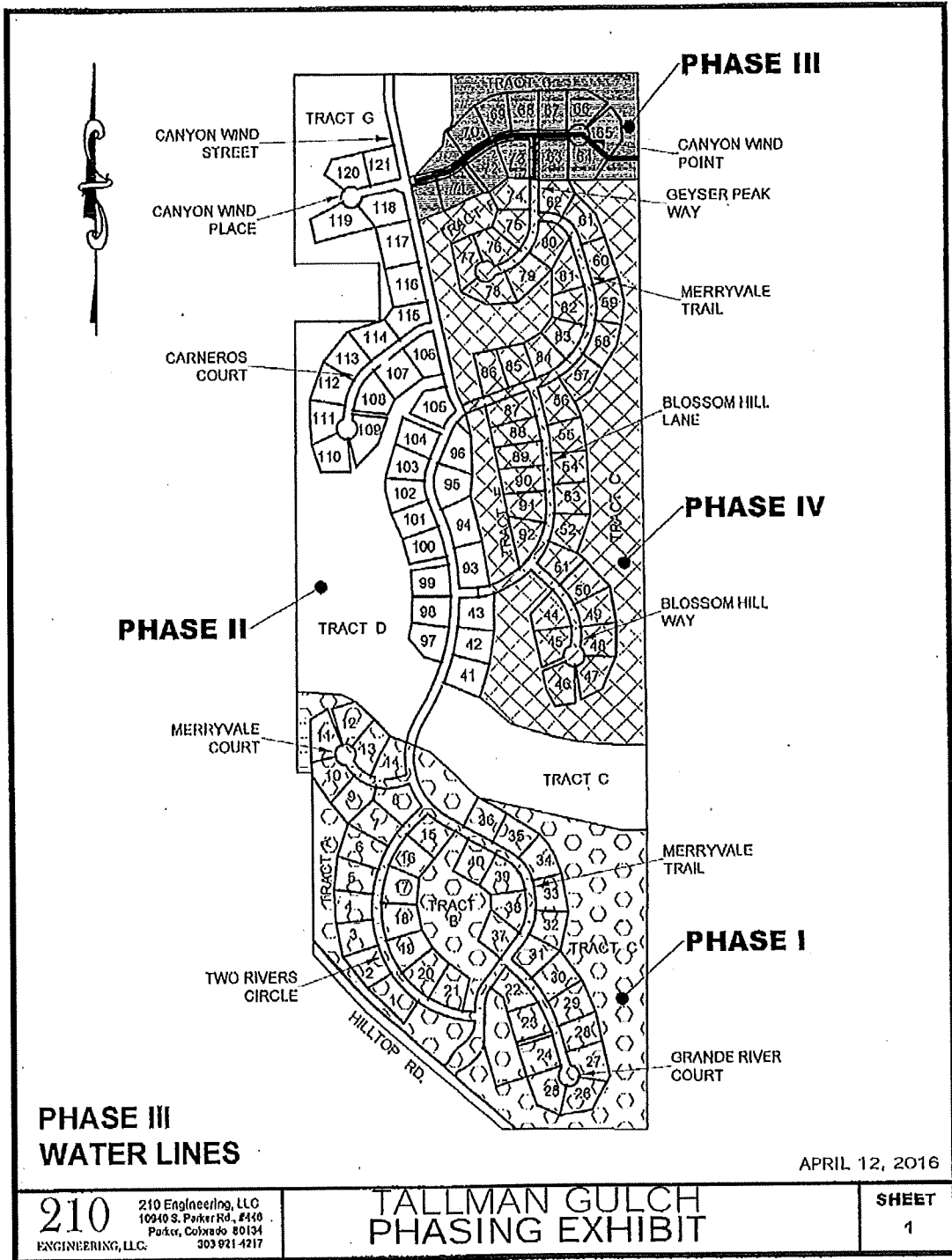
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1**

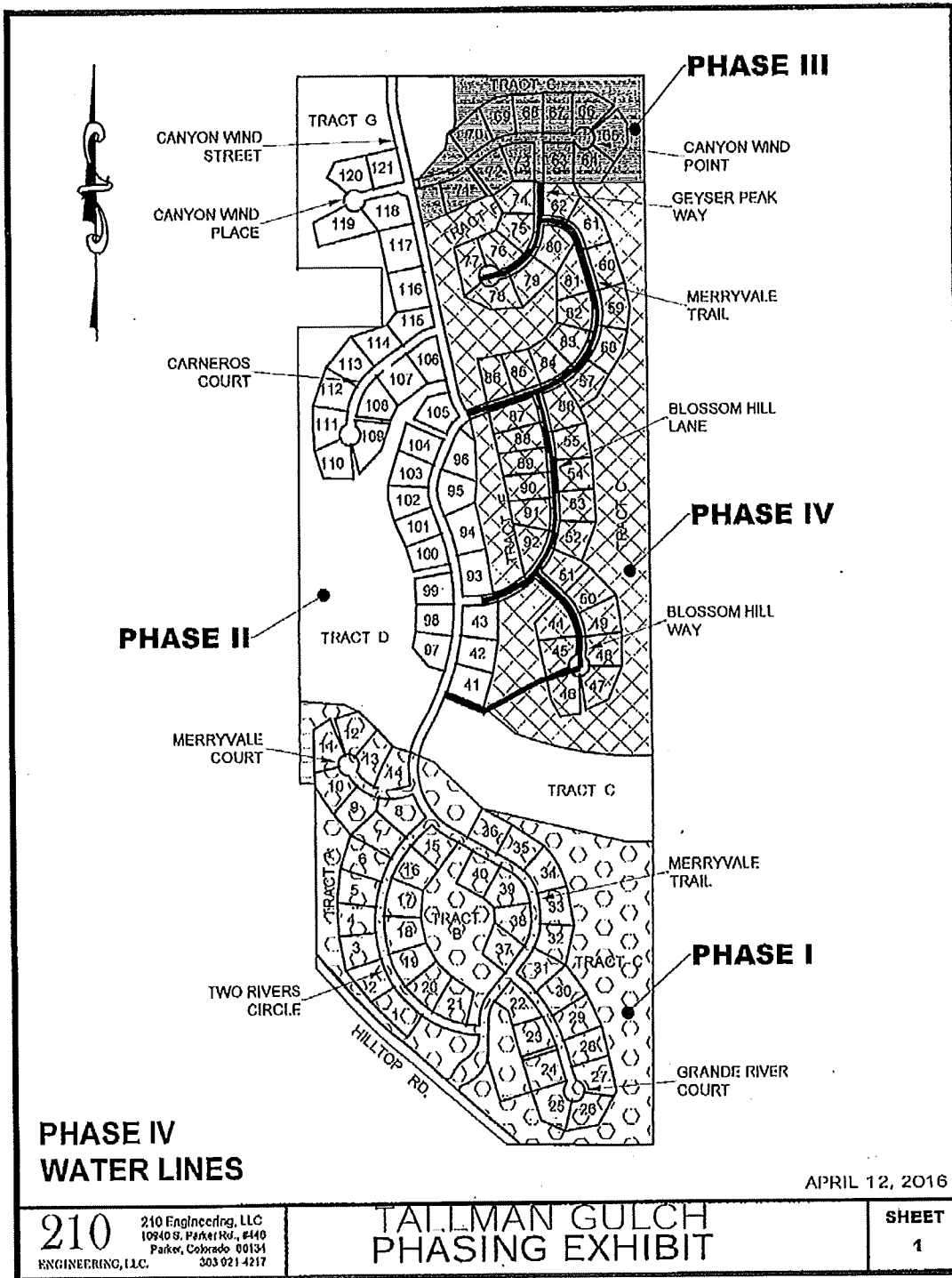












**Exhibit F**  
**Financial Plan**

Tallman Gulch Metropolitan District  
 --Preliminary - For Discussion Only  
 General Obligation Bonds

Table of Schedules

**Assumptions** **New Money - Residential Development**

Preliminary as of 06/21/2016

48.000 Bond Mill Levy  
 7.000 Operations Mill Levy  
 Assumes 98.50% of Revenue Available for Debt Service

5.50% Rate Series 2018  
 5.50% Rate Series 2019  
 5.50% Rate Series 2021  
 5.50% Rate Series 2023

Issue	Term	Repayment Source	Par Amount	Project Fund Proceeds at Close
Series 2018	30 Year Term	Residential	\$4,855,000	\$4,258,990
Series 2019	30 Year Term	Residential	\$3,265,000	\$2,822,143
Series 2021	30 Year Term	Residential	\$2,125,000	\$1,596,875
Series 2023	30 Year Term	Residential	\$2,015,000	\$1,511,625
<b>Total</b>			<b>\$12,260,000</b>	<b>\$10,189,632</b>

- 1 . Cover Page
- 2 . Schedule of Revenue & Debt Service
- 3 . Schedule of Operating/Maintenance Mill Levy & Expense
- 4 . Improved Lot Value
- 5 . Residential Development
- 6 . Assessed Value Summary

7 .	Debt Service Schedule	Residential
8 .	Sources and Uses of Funds	
9 .	Debt Service Schedule	Residential
10 .	Sources and Uses of Funds	
11 .	Debt Service Schedule	Residential
12 .	Sources and Uses of Funds	
13 .	Debt Service Schedule	Residential
14 .	Sources and Uses of Funds	

Schedule of Revenue & Debt Service

										New Money - Residential Development											
										Residential											
Collection Year	Residential Assessed Value and Bond Levy Revenue					Development Fee	Bond Levy Revenue for Debt Service	Earnings on Cumulative Surplus 1.00%	Combined Available for Debt Service	Series 2018		Series 2019		Series 2021		Series 2023		Debt Service	Annual Surplus/Deficit	Cumulative Surplus/Deficit	
	Residential Assessed Value	Bond Levy	Property Tax From Res. AV	S.O. Tax	Revenue for Debt Service					Net Debt Service	Net Debt Service	Net Debt Service	Net Debt Service	Net Debt Service	Net Debt Service	Net Debt Service					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	
			58.5% Net of Collection Fees	7.00%		\$5,000.00 First 36 lots \$10,000.00 thereafter															
2017	513,130	48,000	24,261	1,698	25,959	80,000	105,959	-	105,959	-	-	-	-	-	-	-	-	-	105,959	105,959	
2018	3,747,524	48,000	177,183	12,403	189,586	100,000	289,586	1,060	290,645										290,645	396,604	
2019	7,102,844	48,000	335,822	23,508	359,330	240,000	599,330	3,966	603,296	264,909	-								338,387	734,991	
2020	10,993,494	48,000	519,772	36,384	556,156	240,000	796,156	7,350	803,506	264,909	177,981								360,617	1,095,608	
2021	11,401,296	48,000	539,053	37,734	576,787	230,000	806,787	10,956	817,743	449,909	177,981								189,853	1,285,461	
2022	12,096,916	48,000	571,942	40,036	611,978	-	611,978	12,855	624,833	439,734	177,981			(1,063)	-				8,181	1,293,642	
2023	12,383,067	48,000	585,471	40,983	626,454	-	626,454	12,936	639,391	459,559	177,981			(1,063)	-				2,914	1,296,556	
2024	12,754,559	48,000	603,036	42,212	645,248	-	645,248	12,966	658,214	337,734	202,981	115,813		(1,008)	-				2,694	1,299,250	
2025	12,754,559	48,000	603,036	42,212	645,248	-	645,248	12,992	658,241	331,959	206,606	115,813		(1,008)	-				4,871	1,304,121	
2026	13,137,196	48,000	621,127	43,479	664,605	-	664,605	13,041	677,647	271,184	179,956	115,813		-	109,818	-			877	1,304,998	
2027	13,137,196	48,000	621,127	43,479	664,605	-	664,605	13,050	697,697	268,434	179,681	115,813		-	109,818	-			3,911	1,308,908	
2028	13,531,312	48,000	639,760	44,783	684,544	-	684,544	13,089	697,633	290,684	179,406	115,813		-	109,818	-			1,913	1,310,821	
2029	13,531,312	48,000	639,760	44,783	684,544	-	684,544	13,108	697,652	291,559	179,131	115,813		-	109,818	-			1,332	1,312,154	
2030	13,937,251	48,000	658,953	46,127	705,080	-	705,080	13,122	748,202	312,159	178,856	115,813		-	109,818	-			1,557	1,313,711	
2031	13,937,251	48,000	658,953	46,127	705,080	-	705,080	13,137	748,217	311,384	178,581	115,813		-	109,818	-			2,622	1,316,333	
2032	14,355,369	48,000	678,722	47,511	726,232	-	726,232	13,163	759,636	330,334	178,306	115,813		-	109,818	-			5,126	1,321,459	
2033	14,355,369	48,000	678,722	47,511	726,232	-	726,232	13,243	759,447	297,909	213,031	115,813		-	109,818	-			2,877	1,324,336	
2034	14,786,030	48,000	699,083	48,936	748,019	-	748,019	13,243	761,253	311,859	215,831	115,813		-	109,818	-			7,943	1,332,279	
2035	14,786,030	48,000	699,083	48,936	748,019	-	748,019	13,323	761,577	289,709	238,356	115,813		-	109,818	-			7,647	1,339,927	
2036	15,229,611	48,000	720,056	50,404	770,460	-	770,460	13,399	763,859	313,384	239,506	115,813		-	109,818	-			5,340	1,345,266	
2037	15,229,611	48,000	720,056	50,404	770,460	-	770,460	13,453	763,963	285,409	265,381	115,813		-	109,818	-			7,493	1,352,759	
2038	15,686,499	48,000	741,658	51,916	793,574	-	793,574	13,528	807,102	313,534	264,606	115,813		-	109,818	-			3,332	1,356,091	
2039	15,686,499	48,000	741,658	51,916	793,574	-	793,574	13,561	807,135	284,734	288,556	115,813		-	109,818	-			8,215	1,364,306	
2040	16,157,094	48,000	763,907	53,474	817,381	-	817,381	13,643	851,024	312,034	285,856	115,813		-	109,818	-			7,504	1,371,810	
2041	16,157,094	48,000	763,907	53,474	817,381	-	817,381	13,718	851,099	287,409	312,881	115,813		-	109,818	-			5,179	1,376,989	
2042	16,641,807	48,000	786,825	55,078	841,902	-	841,902	13,770	855,672	313,609	312,981	115,813		-	109,818	-			3,453	1,380,442	
2043	16,641,807	48,000	786,825	55,078	841,902	-	841,902	13,804	855,707	302,884	322,531	115,813		-	109,818	-			4,662	1,385,104	
2044	17,141,061	48,000	810,429	56,730	867,159	-	867,159	13,851	861,010	327,159	320,981	115,813		-	109,818	-			7,241	1,392,345	
2045	17,141,061	48,000	810,429	56,730	867,159	-	867,159	13,923	861,083	324,509	323,881	115,813		-	109,818	-			7,063	1,399,408	
2046	17,655,293	48,000	834,742	58,432	893,174	-	893,174	13,994	907,168	336,309	340,956	115,813		-	109,818	-			4,274	1,403,682	
2047	17,655,293	48,000	834,742	58,432	893,174	-	893,174	14,037	907,211	336,734	341,381	115,813		-	109,818	-			3,466	1,407,148	
2048	18,184,952	48,000	859,785	60,185	919,969	-	919,969	14,071	954,041	408,149	295,981	115,813		-	109,818	-			4,282	1,411,430	
2049	18,184,952	48,000	859,785	60,185	919,969	-	919,969	14,114	914,054		328,348	490,813		-	109,818	-			5,105	1,416,535	
2050	18,730,500	48,000	885,578	61,990	947,569	-	947,569	14,165	934,064		-	845,188		-	109,818	-			6,729	1,423,264	
2051	18,730,500	48,000	885,578	61,990	947,569	-	947,569	14,233	961,801			119,818		-	109,818	-			546	1,423,810	
2052	19,292,415	48,000	912,145	63,850	975,996	-	975,996	14,238	990,234			984,268		-	109,818	-			5,966	1,429,776	
2053	19,292,415	48,000	912,145	63,850	975,996	-	975,996	14,298	990,293			989,643		-	109,818	-			651	1,430,427	
			25,185,118	1,762,958	26,948,076	890,000	27,838,076	456,373	28,294,449	9,669,787	0	7,286,460	0	5,070,625	0	4,837,150	0	26,864,022	1,430,427		

Tallman Gulch Metropolitan District  
 --Preliminary - For Discussion Only  
 General Obligation Bonds

Schedule of Operating Mill Levy & Expense

Collection Year	Projected Assessed Value	O&M Mill Levy	Property Tax @ 98.0%	Specific Ownership Tax	Revenue Available For Operations	Estimated Operating Expense	Annual Surplus/ Deficit	Cumulative Surplus/ Deficit
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
				7.00%				
12/1/2017	513,130	7.000	3,520	246	3,766	2,766	1,000	1,000
12/1/2018	3,747,524	7.000	25,708	1,800	27,508	26,508	1,000	2,000
12/1/2019	7,102,844	7.000	48,726	3,411	52,136	51,136	1,000	3,000
12/1/2020	10,993,494	7.000	75,415	5,279	80,694	79,694	1,000	4,000
12/1/2021	11,401,296	7.000	78,213	5,475	83,688	82,688	1,000	5,000
12/1/2022	12,096,916	7.000	82,985	5,809	88,794	87,794	1,000	6,000
12/1/2023	12,383,067	7.000	84,948	5,946	90,894	89,894	1,000	7,000
12/1/2024	12,754,559	7.000	87,496	6,125	93,621	92,621	1,000	8,000
12/1/2025	12,754,559	7.000	87,496	6,125	93,621	92,621	1,000	9,000
12/1/2026	13,137,196	7.000	90,121	6,308	96,430	95,430	1,000	10,000
12/1/2027	13,137,196	7.000	90,121	6,308	96,430	95,430	1,000	11,000
12/1/2028	13,531,312	7.000	92,825	6,498	99,323	98,323	1,000	12,000
12/1/2029	13,531,312	7.000	92,825	6,498	99,323	98,323	1,000	13,000
12/1/2030	13,937,251	7.000	95,610	6,693	102,302	101,302	1,000	14,000
12/1/2031	13,937,251	7.000	95,610	6,693	102,302	101,302	1,000	15,000
12/1/2032	14,355,369	7.000	98,478	6,893	105,371	104,371	1,000	16,000
12/1/2033	14,355,369	7.000	98,478	6,893	105,371	104,371	1,000	17,000
12/1/2034	14,786,030	7.000	101,432	7,100	108,532	107,532	1,000	18,000
12/1/2035	14,786,030	7.000	101,432	7,100	108,532	107,532	1,000	19,000
12/1/2036	15,229,611	7.000	104,475	7,313	111,788	110,788	1,000	20,000
12/1/2037	15,229,611	7.000	104,475	7,313	111,788	110,788	1,000	21,000
12/1/2038	15,686,499	7.000	107,609	7,533	115,142	114,142	1,000	22,000
12/1/2039	15,686,499	7.000	107,609	7,533	115,142	114,142	1,000	23,000
12/1/2040	16,157,094	7.000	110,838	7,759	118,596	117,596	1,000	24,000
12/1/2041	16,157,094	7.000	110,838	7,759	118,596	117,596	1,000	25,000
12/1/2042	16,641,807	7.000	114,163	7,991	122,154	121,154	1,000	26,000
12/1/2043	16,641,807	7.000	114,163	7,991	122,154	121,154	1,000	27,000
12/1/2044	17,141,061	7.000	117,588	8,231	125,819	124,819	1,000	28,000
12/1/2045	17,141,061	7.000	117,588	8,231	125,819	124,819	1,000	29,000
12/1/2046	17,655,293	7.000	121,115	8,478	129,593	128,593	1,000	30,000
					193,333	2,955,232	2,925,232	30,000

Tallman Gulch Metropolitan District  
 --Preliminary - For Discussion Only

Improved Lot Value - 25% of Home Sale Value

Completion Year	Assessment Year	Collection Year	Remaining 111 homes (assumes 10 included in AV)				Improved Lot Value	Assessed Value
			Lots Improved	Homes Built	Remaining Lots	Value per Lot		
								29%
2016	2017	2018	37	-	37	300,000	11,100,000	3,219,000
2017	2018	2019	37	16	58	300,000	17,400,000	5,046,000
2018	2019	2020	37	24	71	309,000	21,939,000	6,362,310
2019	2020	2021		24	47	318,270	14,958,690	4,338,020
2020	2021	2022		24	23	327,818	7,539,816	2,186,547
2021	2022	2023		23	-	337,653	-	-
2022	2023	2024		-	-	-	-	-
Total			111				72,937,506	21,151,877



**Tallman Gulch Metropolitan District  
--Preliminary - For Discussion Only**

TGMD  
Res Sold

**Residential Development Value**

Growth Factor

3.0% # # # # #

Completion Year	Assessment Year	Collection Year	3.0% # # # # #					Residential Construction Value	Assessed Value			
			Remaining 111 homes (assumes 10 included in AV)	o	o	o	o			o		
			Homes Completed	Value per Home	o	o	o	o	o	o		
					na	na	na	na	na	na		7.96%
2017	2018	2019	16	1,200,000							19,200,000	1,528,320
2018	2019	2020	24	1,236,000							29,664,000	2,361,254
2019	2020	2021	24	1,273,080							30,553,920	2,432,092
2020	2021	2022	24	1,311,272							31,470,538	2,505,055
2021	2022	2023	23	1,350,611							31,064,043	2,472,698
<b>Total Units Developed</b>			<b>111</b>								<b>141,952,501</b>	<b>11,299,419</b>

Tallman Gulch Metropolitan District  
 --Preliminary - For Discussion Only  
 General Obligation Bonds

TGMD  
 AV Summary

Assessed Value Summary

Tax			Assessed Value - From Residential Development				Total Assessed Value
Completion	Assessment	Collection	Improved Lot	Assessed Value	Incremental	Growth Factor	
Year	Year	Year	Assessed Value	Home Sales	AV	3.00%	
			Undeveloped and Improved Lot AV Removed as Homes Built & Sold				
2015	2016	2017	-	-	-	-	513,130
2016	2017	2018	3,219,000	-	3,219,000	15,394	3,747,524
2017	2018	2019	1,827,000	1,528,320	3,355,320	-	7,102,844
2018	2019	2020	1,316,310	2,361,254	3,677,564	213,085	10,993,494
2019	2020	2021	(2,024,290)	2,432,092	407,802	-	11,401,296
2020	2021	2022	(2,151,473)	2,505,055	353,581	342,039	12,096,916
2021	2022	2023	(2,186,547)	2,472,698	286,151	-	12,383,067
2022	2023	2024	-	-	-	371,492	12,754,559
2023	2024	2025	-	-	-	-	12,754,559
2024	2025	2026	-	-	-	382,637	13,137,196
2025	2026	2027	-	-	-	-	13,137,196
2026	2027	2028	-	-	-	394,116	13,531,312
2027	2028	2029	-	-	-	-	13,531,312
2028	2029	2030	-	-	-	405,939	13,937,251
2029	2030	2031	-	-	-	-	13,937,251
2030	2031	2032	-	-	-	418,118	14,355,369
2031	2032	2033	-	-	-	-	14,355,369
2032	2033	2034	-	-	-	430,661	14,786,030
2033	2034	2035	-	-	-	-	14,786,030
2034	2035	2036	-	-	-	443,581	15,229,611
2035	2036	2037	-	-	-	-	15,229,611
2036	2037	2038	-	-	-	456,888	15,686,499
2037	2038	2039	-	-	-	-	15,686,499
2038	2039	2040	-	-	-	470,595	16,157,094
2039	2040	2041	-	-	-	-	16,157,094
2040	2041	2042	-	-	-	484,713	16,641,807
2041	2042	2043	-	-	-	-	16,641,807
2042	2043	2044	-	-	-	499,254	17,141,061
2043	2044	2045	-	-	-	-	17,141,061
2044	2045	2046	-	-	-	514,232	17,655,293
2045	2046	2047	-	-	-	-	17,655,293
2046	2047	2048	-	-	-	529,659	18,184,952
2047	2048	2049	-	-	-	-	18,184,952
2048	2049	2050	-	-	-	545,549	18,730,500
2049	2050	2051	-	-	-	-	18,730,500
2050	2051	2052	-	-	-	561,915	19,292,415
2051	2052	2053	-	-	-	-	19,292,415
Total			-	11,299,419	11,299,419	7,479,866	

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**\$4,855,000**  
**Tallman Gulch Metropolitan District**  
**General Obligation Bonds**  
**Series 2018**

Debt Service Schedule								
Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 0.50000	Net P & I
06/01/19			133,512.50	133,512.50		0.00	(1,057.96)	
12/01/19	0	5.500	133,512.50	133,512.50	267,025.00	0.00	(1,057.96)	264,909.07
06/01/20			133,512.50	133,512.50		0.00	(1,057.96)	
12/01/20	0	5.500	133,512.50	133,512.50	267,025.00	0.00	(1,057.96)	264,909.07
06/01/21			133,512.50	133,512.50			(1,057.96)	
12/01/21	185,000	5.500	133,512.50	318,512.50	452,025.00		(1,057.96)	449,909.07
06/01/22			128,425.00	128,425.00			(1,057.96)	
12/01/22	185,000	5.500	128,425.00	313,425.00	441,850.00		(1,057.96)	439,734.07
06/01/23			123,337.50	123,337.50			(1,057.96)	
12/01/23	215,000	5.500	123,337.50	338,337.50	461,675.00		(1,057.96)	459,559.07
06/01/24			117,425.00	117,425.00			(1,057.96)	
12/01/24	105,000	5.500	117,425.00	222,425.00	339,850.00		(1,057.96)	337,734.07
06/01/25			114,537.50	114,537.50			(1,057.96)	
12/01/25	105,000	5.500	114,537.50	219,537.50	334,075.00		(1,057.96)	331,959.07
06/01/26			111,650.00	111,650.00			(1,057.96)	
12/01/26	50,000	5.500	111,650.00	161,650.00	273,300.00		(1,057.96)	271,184.07
06/01/27			110,275.00	110,275.00			(1,057.96)	
12/01/27	50,000	5.500	110,275.00	160,275.00	270,550.00		(1,057.96)	268,434.07
06/01/28			108,900.00	108,900.00			(1,057.96)	
12/01/28	75,000	5.500	108,900.00	183,900.00	292,800.00		(1,057.96)	290,684.07
06/01/29			106,837.50	106,837.50			(1,057.96)	
12/01/29	80,000	5.500	106,837.50	186,837.50	293,675.00		(1,057.96)	291,559.07
06/01/30			104,637.50	104,637.50			(1,057.96)	
12/01/30	105,000	5.500	104,637.50	209,637.50	314,275.00		(1,057.96)	312,159.07
06/01/31			101,750.00	101,750.00			(1,057.96)	
12/01/31	110,000	5.500	101,750.00	211,750.00	313,500.00		(1,057.96)	311,384.07
06/01/32			98,725.00	98,725.00			(1,057.96)	
12/01/32	135,000	5.500	98,725.00	233,725.00	332,450.00		(1,057.96)	330,334.07
06/01/33			95,012.50	95,012.50			(1,057.96)	
12/01/33	110,000	5.500	95,012.50	205,012.50	300,025.00		(1,057.96)	297,909.07
06/01/34			91,987.50	91,987.50			(1,057.96)	
12/01/34	130,000	5.500	91,987.50	221,987.50	313,975.00		(1,057.96)	311,859.07
06/01/35			88,412.50	88,412.50			(1,057.96)	
12/01/35	115,000	5.500	88,412.50	203,412.50	291,825.00		(1,057.96)	289,709.07
06/01/36			85,250.00	85,250.00			(1,057.96)	
12/01/36	145,000	5.500	85,250.00	230,250.00	315,500.00		(1,057.96)	313,384.07
06/01/37			81,262.50	81,262.50			(1,057.96)	
12/01/37	125,000	5.500	81,262.50	206,262.50	287,525.00		(1,057.96)	285,409.07
06/01/38			77,825.00	77,825.00			(1,057.96)	
12/01/38	160,000	5.500	77,825.00	237,825.00	315,650.00		(1,057.96)	313,534.07
06/01/39			73,425.00	73,425.00			(1,057.96)	
12/01/39	140,000	5.500	73,425.00	213,425.00	286,850.00		(1,057.96)	284,734.07
06/01/40			69,575.00	69,575.00			(1,057.96)	
12/01/40	175,000	5.500	69,575.00	244,575.00	314,150.00		(1,057.96)	312,034.07
06/01/41			64,762.50	64,762.50			(1,057.96)	
12/01/41	160,000	5.500	64,762.50	224,762.50	289,525.00		(1,057.96)	287,409.07
06/01/42			60,362.50	60,362.50			(1,057.96)	
12/01/42	195,000	5.500	60,362.50	255,362.50	315,725.00		(1,057.96)	313,609.07
06/01/43			55,000.00	55,000.00			(1,057.96)	
12/01/43	195,000	5.500	55,000.00	250,000.00	305,000.00		(1,057.96)	302,884.07
06/01/44			49,637.50	49,637.50			(1,057.96)	
12/01/44	230,000	5.500	49,637.50	279,637.50	329,275.00		(1,057.96)	327,159.07
06/01/45			43,312.50	43,312.50			(1,057.96)	
12/01/45	240,000	5.500	43,312.50	283,312.50	326,625.00		(1,057.96)	324,509.07
06/01/46			36,712.50	36,712.50			(1,057.96)	
12/01/46	265,000	5.500	36,712.50	301,712.50	338,425.00		(1,057.96)	336,309.07
06/01/47			29,425.00	29,425.00			(1,057.96)	
12/01/47	280,000	5.500	29,425.00	309,425.00	338,850.00		(1,057.96)	336,734.07
06/01/48			21,725.00	21,725.00			(1,057.96)	
12/01/48	790,000	5.500	21,725.00	811,725.00	833,450.00		(424,243.38)	408,148.66
	4,855,000		5,301,450.00	10,156,450.00	10,156,450.00	0.00	(486,663.23)	9,669,786.77

Dated	12/01/18	Average Coupon	5.500000
		NIC	5.575552
Settlement	12/01/18	TIC	5.635934
		Arbitrage Yield	5.500000
		All - In - Yield	5.828081
		Bond Years	96,390.00
		Average Life	19.85
		Accrued Interest	0.00

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**Tallman Gulch Metropolitan District**  
**General Obligation Bonds**  
**Series 2018**

**Sources and Uses of Funds**

<b>Sources</b>	
Principal Amount of Bond Issue	4,855,000.00
	<u>4,855,000.00</u>
<b>Uses</b>	
Project Fund	4,258,989.58
Debt Service Reserve Fund	423,185.42
Bond Discount	\$15.00 /\$1,000 72,825.00
Cost of Issuance	100,000.00
Contingency	0.00
	<u>4,855,000.00</u>

**Cost of Issuance**

Estimated Cost of Issuance	100,000.00
	<u>100,000.00</u>

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**\$3,265,000**  
**Tallman Gulch Metropolitan District**  
**General Obligation Bonds**  
**Series 2019**

Debt Service Schedule								
Date	Principal	Rate	Interest	P & I	Annual P & I	DSRF @ 0.50000	Net P & I	
06/01/20			89,787.50	89,787.50		(797.21)		
12/01/20	0	5.500	89,787.50	89,787.50	179,575.00	(797.21)	177,980.59	
06/01/21			89,787.50	89,787.50		(797.21)		
12/01/21	0	5.500	89,787.50	89,787.50	179,575.00	(797.21)	177,980.59	
06/01/22			89,787.50	89,787.50		(797.21)		
12/01/22	0	5.500	89,787.50	89,787.50	179,575.00	(797.21)	177,980.59	
06/01/23			89,787.50	89,787.50		(797.21)		
12/01/23	0	5.500	89,787.50	89,787.50	179,575.00	(797.21)	177,980.59	
06/01/24			89,787.50	89,787.50		(797.21)		
12/01/24	25,000	5.500	89,787.50	114,787.50	204,575.00	(797.21)	202,980.59	
06/01/25			89,100.00	89,100.00		(797.21)		
12/01/25	30,000	5.500	89,100.00	119,100.00	208,200.00	(797.21)	206,605.59	
06/01/26			88,275.00	88,275.00		(797.21)		
12/01/26	5,000	5.500	88,275.00	93,275.00	181,550.00	(797.21)	179,955.59	
06/01/27			88,137.50	88,137.50		(797.21)		
12/01/27	5,000	5.500	88,137.50	93,137.50	181,275.00	(797.21)	179,680.59	
06/01/28			88,000.00	88,000.00		(797.21)		
12/01/28	5,000	5.500	88,000.00	93,000.00	181,000.00	(797.21)	179,405.59	
06/01/29			87,862.50	87,862.50		(797.21)		
12/01/29	5,000	5.500	87,862.50	92,862.50	180,725.00	(797.21)	179,130.59	
06/01/30			87,725.00	87,725.00		(797.21)		
12/01/30	5,000	5.500	87,725.00	92,725.00	180,450.00	(797.21)	178,855.59	
06/01/31			87,587.50	87,587.50		(797.21)		
12/01/31	5,000	5.500	87,587.50	92,587.50	180,175.00	(797.21)	178,580.59	
06/01/32			87,450.00	87,450.00		(797.21)		
12/01/32	5,000	5.500	87,450.00	92,450.00	179,900.00	(797.21)	178,305.59	
06/01/33			87,312.50	87,312.50		(797.21)		
12/01/33	40,000	5.500	87,312.50	127,312.50	214,625.00	(797.21)	213,030.59	
06/01/34			86,212.50	86,212.50		(797.21)		
12/01/34	45,000	5.500	86,212.50	131,212.50	217,425.00	(797.21)	215,830.59	
06/01/35			84,975.00	84,975.00		(797.21)		
12/01/35	70,000	5.500	84,975.00	154,975.00	239,950.00	(797.21)	238,355.59	
06/01/36			83,050.00	83,050.00		(797.21)		
12/01/36	75,000	5.500	83,050.00	158,050.00	241,100.00	(797.21)	239,505.59	
06/01/37			80,987.50	80,987.50		(797.21)		
12/01/37	105,000	5.500	80,987.50	185,987.50	266,975.00	(797.21)	265,380.59	
06/01/38			78,100.00	78,100.00		(797.21)		
12/01/38	110,000	5.500	78,100.00	188,100.00	266,200.00	(797.21)	264,605.59	
06/01/39			75,075.00	75,075.00		(797.21)		
12/01/39	140,000	5.500	75,075.00	215,075.00	290,150.00	(797.21)	288,555.59	
06/01/40			71,225.00	71,225.00		(797.21)		
12/01/40	145,000	5.500	71,225.00	216,225.00	287,450.00	(797.21)	285,855.59	
06/01/41			67,237.50	67,237.50		(797.21)		
12/01/41	180,000	5.500	67,237.50	247,237.50	314,475.00	(797.21)	312,880.59	
06/01/42			62,287.50	62,287.50		(797.21)		
12/01/42	190,000	5.500	62,287.50	252,287.50	314,575.00	(797.21)	312,980.59	
06/01/43			57,062.50	57,062.50		(797.21)		
12/01/43	210,000	5.500	57,062.50	267,062.50	324,125.00	(797.21)	322,530.59	
06/01/44			51,287.50	51,287.50		(797.21)		
12/01/44	220,000	5.500	51,287.50	271,287.50	322,575.00	(797.21)	320,980.59	
06/01/45			45,237.50	45,237.50		(797.21)		
12/01/45	235,000	5.500	45,237.50	280,237.50	325,475.00	(797.21)	323,880.59	
06/01/46			38,775.00	38,775.00		(797.21)		
12/01/46	265,000	5.500	38,775.00	303,775.00	342,550.00	(797.21)	340,955.59	
06/01/47			31,487.50	31,487.50		(797.21)		
12/01/47	280,000	5.500	31,487.50	311,487.50	342,975.00	(797.21)	341,380.59	
06/01/48			23,787.50	23,787.50		(797.21)		
12/01/48	250,000	5.500	23,787.50	273,787.50	297,575.00	(797.21)	295,980.59	
06/01/49			16,912.50	16,912.50		(797.21)		
12/01/49	615,000	5.500	16,912.50	631,912.50	648,825.00	(319,679.50)	328,348.30	
			<b>3,265,000</b>	<b>4,388,175.00</b>	<b>7,653,175.00</b>	<b>7,653,175.00</b>	<b>(386,714.64)</b>	<b>7,286,460.36</b>

Dated	12/01/19	Average Coupon	5.500000
		NIC	5.561384
Settlement	12/01/19	TIC	5.615509
		Arbitrage Yield	5.500000
		All - In - Yield	5.797544
		Bond Years	79,785.00
		Average Life	24.44
		Accrued Interest	0.00

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**Tallman Gulch Metropolitan District**  
**General Obligation Bonds**  
**Series 2019**

**Sources and Uses of Funds**

**Sources**

Principal Amount of Bond Issue	3,265,000.00
	3,265,000.00

**Uses**

Project Fund	2,822,142.71
Debt Service Reserve Fund	318,882.29
Bond Discount	\$15.00 /\$1,000 48,975.00
Cost of Issuance	75,000.00
Contingency	0.00
	3,265,000.00

**Cost of Issuance**

Estimated Cost of Issuance	75,000.00
	75,000.00

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\$2,125,000  
 Tallman Gulch Metropolitan District  
 General Obligation Bonds  
 Series 2021

Debt Service Schedule								
Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 0.50000	Net P & I
06/01/22			58,437.50	58,437.50		(58,437.50)	(531.25)	
12/01/22	0	5.500	58,437.50	58,437.50	116,875.00	(58,437.50)	(531.25)	(1,062.50)
06/01/23			58,437.50	58,437.50		(58,437.50)	(531.25)	
12/01/23	0	5.500	58,437.50	58,437.50	116,875.00	(58,437.50)	(531.25)	(1,062.50)
06/01/24			58,437.50	58,437.50			(531.25)	
12/01/24	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/25			58,437.50	58,437.50			(531.25)	
12/01/25	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/26			58,437.50	58,437.50			(531.25)	
12/01/26	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/27			58,437.50	58,437.50			(531.25)	
12/01/27	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/28			58,437.50	58,437.50			(531.25)	
12/01/28	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/29			58,437.50	58,437.50			(531.25)	
12/01/29	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/30			58,437.50	58,437.50			(531.25)	
12/01/30	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/31			58,437.50	58,437.50			(531.25)	
12/01/31	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/32			58,437.50	58,437.50			(531.25)	
12/01/32	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/33			58,437.50	58,437.50			(531.25)	
12/01/33	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/34			58,437.50	58,437.50			(531.25)	
12/01/34	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/35			58,437.50	58,437.50			(531.25)	
12/01/35	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/36			58,437.50	58,437.50			(531.25)	
12/01/36	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/37			58,437.50	58,437.50			(531.25)	
12/01/37	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/38			58,437.50	58,437.50			(531.25)	
12/01/38	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/39			58,437.50	58,437.50			(531.25)	
12/01/39	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/40			58,437.50	58,437.50			(531.25)	
12/01/40	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/41			58,437.50	58,437.50			(531.25)	
12/01/41	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/42			58,437.50	58,437.50			(531.25)	
12/01/42	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/43			58,437.50	58,437.50			(531.25)	
12/01/43	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/44			58,437.50	58,437.50			(531.25)	
12/01/44	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/45			58,437.50	58,437.50			(531.25)	
12/01/45	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/46			58,437.50	58,437.50			(531.25)	
12/01/46	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/47			58,437.50	58,437.50			(531.25)	
12/01/47	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/48			58,437.50	58,437.50			(531.25)	
12/01/48	0	5.500	58,437.50	58,437.50	116,875.00		(531.25)	115,812.50
06/01/49			58,437.50	58,437.50			(531.25)	
12/01/49	375,000	5.500	58,437.50	433,437.50	491,875.00		(531.25)	490,812.50
06/01/50			48,125.00	48,125.00			(531.25)	
12/01/50	750,000	5.500	48,125.00	798,125.00	846,250.00		(531.25)	845,187.50
06/01/51			27,500.00	27,500.00			(531.25)	
12/01/51	1,000,000	5.500	27,500.00	1,027,500.00	1,055,000.00		(213,031.25)	841,437.50
2,125,000			3,423,750.00	5,548,750.00	5,548,750.00	(233,750.00)	(244,375.00)	5,070,625.00

Dated	12/01/21	Average Coupon	5.500000
		NIC	5.551205
Settlement	12/01/21	TIC	5.604856
		Arbitrage Yield	5.500000
		All - In - Yield	5.774287
		Bond Years	62,250.00
		Average Life	29.29
		Accrued Interest	0.00

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Tallman Gulch Metropolitan District  
General Obligation Bonds  
Series 2021

**Sources and Uses of Funds**

**Sources**

Principal Amount of Bond Issue	2,125,000.00
	<u>2,125,000.00</u>

**Uses**

Project Fund		1,596,875.00
Debt Service Reserve Fund		212,500.00
Bond Discount	\$15.00 /\$1,000	31,875.00
Capitalized Interest Fund		233,750.00
Cost of Issuance		50,000.00
Contingency		0.00
		<u>2,125,000.00</u>

**Cost of Issuance**

Estimated Cost of Issuance	50,000.00
	<u>50,000.00</u>



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\$2,015,000  
Tallman Gulch Metropolitan District  
General Obligation Bonds  
Series 2023

Debt Service Schedule								
Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 0.50000	Net P & I
06/01/24			55,412.50	55,412.50		(55,412.50)	(503.75)	
12/01/24	0	5.500	55,412.50	55,412.50	110,825.00	(55,412.50)	(503.75)	(1,007.50)
06/01/25			55,412.50	55,412.50		(55,412.50)	(503.75)	
12/01/25	0	5.500	55,412.50	55,412.50	110,825.00	(55,412.50)	(503.75)	(1,007.50)
06/01/26			55,412.50	55,412.50		0.00	(503.75)	
12/01/26	0	5.500	55,412.50	55,412.50	110,825.00	0.00	(503.75)	109,817.50
06/01/27			55,412.50	55,412.50			(503.75)	
12/01/27	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/28			55,412.50	55,412.50			(503.75)	
12/01/28	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/29			55,412.50	55,412.50			(503.75)	
12/01/29	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/30			55,412.50	55,412.50			(503.75)	
12/01/30	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/31			55,412.50	55,412.50			(503.75)	
12/01/31	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/32			55,412.50	55,412.50			(503.75)	
12/01/32	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/33			55,412.50	55,412.50			(503.75)	
12/01/33	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/34			55,412.50	55,412.50			(503.75)	
12/01/34	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/35			55,412.50	55,412.50			(503.75)	
12/01/35	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/36			55,412.50	55,412.50			(503.75)	
12/01/36	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/37			55,412.50	55,412.50			(503.75)	
12/01/37	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/38			55,412.50	55,412.50			(503.75)	
12/01/38	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/39			55,412.50	55,412.50			(503.75)	
12/01/39	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/40			55,412.50	55,412.50			(503.75)	
12/01/40	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/41			55,412.50	55,412.50			(503.75)	
12/01/41	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/42			55,412.50	55,412.50			(503.75)	
12/01/42	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/43			55,412.50	55,412.50			(503.75)	
12/01/43	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/44			55,412.50	55,412.50			(503.75)	
12/01/44	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/45			55,412.50	55,412.50			(503.75)	
12/01/45	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/46			55,412.50	55,412.50			(503.75)	
12/01/46	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/47			55,412.50	55,412.50			(503.75)	
12/01/47	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/48			55,412.50	55,412.50			(503.75)	
12/01/48	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/49			55,412.50	55,412.50			(503.75)	
12/01/49	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/50			55,412.50	55,412.50			(503.75)	
12/01/50	0	5.500	55,412.50	55,412.50	110,825.00		(503.75)	109,817.50
06/01/51			55,412.50	55,412.50			(503.75)	
12/01/51	10,000	5.500	55,412.50	65,412.50	120,825.00		(503.75)	119,817.50
06/01/52			55,137.50	55,137.50			(503.75)	
12/01/52	875,000	5.500	55,137.50	930,137.50	985,275.00		(503.75)	984,267.50
06/01/53			31,075.00	31,075.00			(503.75)	
12/01/53	1,130,000	5.500	31,075.00	1,161,075.00	1,192,150.00		(202,003.75)	989,642.50
		2,015,000	3,275,525.00	5,290,525.00	5,290,525.00	(221,650.00)	(231,725.00)	4,837,150.00

Dated	12/01/23	Average Coupon	5.500000
		NIC	5.550751
Settlement	12/01/23	TIC	5.604469
		Arbitrage Yield	5.500000
		All - In - Yield	5.782681
		Bond Years	59,555.00
		Average Life	29.56
		Accrued Interest	0.00

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**Tallman Gulch Metropolitan District**  
**General Obligation Bonds**  
**Series 2023**

**Sources and Uses of Funds**

<b>Sources</b>	
Principal Amount of Bond Issue	2,015,000.00
	2,015,000.00

<b>Uses</b>	
Project Fund	1,511,625.00
Debt Service Reserve Fund	201,500.00
Bond Discount <span style="margin-left: 100px;">\$15.00 /\$1,000</span>	30,225.00
Capitalized Interest Fund	221,650.00
Cost of Issuance	50,000.00
Contingency	0.00
	2,015,000.00

**Cost of Issuance**

Estimated Cost of Issuance	50,000.00
	50,000.00

**Exhibit G Resolution of  
Approval**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO  
APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR  
TALLMAN GULCH METROPOLITAN DISTRICT**

**WHEREAS**, § 32-1-207 of the Colorado Revised Statutes, as amended, provides that material modifications of a service plan for a special district may be approved by the Board of County Commissioners in substantially the same manner as is provided for the approval of an original service plan; and

**WHEREAS**, on April 3, 2006, the Douglas County Board of County Commissioners (the “Board”) approved the original Service Plan of the Tallman Gulch Metropolitan District (the “District”), which approval was memorialized in Board Resolution No. R-006-052 and recorded in the official records of the Douglas County Clerk and Recorder on April 3, 2006 at Reception No. 2006027195; and

**WHEREAS**, on October 17, 2016, the Douglas County Planning Commission recommended approval of the District’s Amended and Restated Service Plan (as amended and restated, the “Service Plan”); and

**WHEREAS**, the Service Plan has been submitted to the Board by the District pursuant to part 2, article 1, title 32, C.R.S., as amended; and

**WHEREAS**, the territory of the District is located wholly within the boundaries of Douglas County, Colorado; and

**WHEREAS**, on November 8, 2016, the Board set a public hearing on the Service Plan for November 15, 2016 (“Public Hearing”), and: (1) ratified publication of the notice of the date, time, location and purpose of such Public Hearing, which was published in *The Douglas County News-Press* on October 20, 2016; and (2) caused notice of the date, time and location of the Public Hearing to be mailed on October 10, 2016, to the governing body of the existing municipalities and special districts which have levied an *ad valorem* tax within the next preceding tax year and which have boundaries within a radius of three miles of the boundaries of the District and, on October 17, 2016, to the petitioners and to the property owners, pursuant to the provisions of § 32-1-204(1.5), C.R.S.; and

**WHEREAS**, on November 15, 2016, the Public Hearing was opened, at which time all interested parties, as defined in C.R.S. § 32-1-204, as amended, were afforded an opportunity to be heard, and all testimony and evidence relevant to the Service Plan was heard, received and considered by the Board.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, COLORADO:**

Section 1. The Board does hereby determine that all procedural requirements of C.R.S. §§ 32-1-201, *et seq.*, as amended, relating to the Service Plan have been fulfilled and the Board has jurisdiction to hear this matter.

Section 2. The Board does hereby find:

a. that there is sufficient existing and projected need for organized service in the area to be serviced by the District.

b. that the existing service in the area to be served by the District is inadequate for present and projected needs.

c. that the District is capable of providing economical and sufficient service to the area within its boundaries.

d. that the area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

e. that adequate service is not, or will not be, available to the area through Douglas County or other existing municipal or quasi-municipal corporations and political subdivisions of the State of Colorado, including other special districts, within a reasonable time and on a comparable basis.

f. that the facility and service standards of the District is compatible with the facility and service standards of Douglas County and each municipality that is an interested party under C.R.S. § 32-1-204, as amended.

g. that the proposal is in substantial compliance with the Douglas County Comprehensive Master Plan.

h. that the proposal is in compliance with any duly-adopted county, regional, or state long-range water quality management plan for the area.

i. That the District acts in the best interests of the area proposed to be served by the District.

j. that the Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing, meets all conditions and requirements of C.R.S. §§ 32-1-201, *et seq.*, as amended.

Section 3. The Board hereby approves the Service Plan without conditions; provided, however, that such action shall not imply the approval of any land development activity within the District or its service area, or of any specific number of buildable units identified in the Service Plan, unless the Board has approved such development activity as part of a separate development review process.

Section 4. The legal description of the District shall be as provided in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 5. A certified copy of this Resolution shall be filed in the records of Douglas County.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November, 2016, in Castle Rock, Douglas County, Colorado.

DOUGLAS COUNTY COMMISSIONERS  
DOUGLAS COUNTY, COLORADO

BY: \_\_\_\_\_  
David A. Weaver  
Chairman, Board of Douglas County Commissioners

ATTEST:

BY: \_\_\_\_\_  
Meghan McCann  
Clerk to the Board

EXHIBIT A

Legal Description  
Tallman Gulch Metropolitan District

TALLMAN GULCH METRO DISTRICT

DESCRIPTION

A parcel of land in the East Half of Section 31, Township 6 South, Range 65 West and in the Northeast Quarter of Section 6, Township 7 South, Range 65 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

- BEGINNING at the North Quarter corner of said Section 31;
- Thence South 89°15'33" East along the northerly line of said section a distance of 2,636.45 feet to the Northeast corner of said section;
- Thence South 00°14'11" West along the easterly line of said section a distance of 2,634.24 feet to the East Quarter corner of said section;
- Thence South 00°14'14" West continuing along said easterly line a distance of 2,633.63 feet to the Northeast corner of said Section 6;
- Thence South 01°03'22" West along the easterly line of said Section 6 a distance of 2,716.07 feet to the East Quarter corner of said section;
- Thence North 88°57'35" West along the east-west centerline of said section a distance of 1,107.09 feet to the northerly right of way line of Hilltop Road;
- Thence along said northerly right of way line the following three (3) courses;
1. North 49°23'55" West a distance of 1,138.89 feet to a point of curvature;
  2. along the arc of a curve to the right having a central angle of 08°06'25", a radius of 3,175.08 feet, and an arc length of 449.25 feet (chord bears North 45°20'43" West, 448.87 feet);
  3. North 41°17'30" West a distance of 368.97 feet to the easterly line of the parcel described in Book 1473 at Page 2194 of the Douglas County Clerk and Recorder's Office;
- Thence along said parcel the following two (2) courses;
1. North 00°39'49" East a distance of 1,380.37 feet to the southerly line of said Section 31;
  2. North 89°35'01" West along said southerly line a distance of 116.11 feet to the South Quarter corner of said Section 31;
- Thence North 00°45'39" East along the north-south centerline of said Section 31 a distance of 3409.86 feet to the southerly line of the parcel described in Book 7653 at Page 839 of said county records;
- Thence along the southerly, easterly and northerly lines of said parcel the following three (3) courses;
1. South 89°14'19" East a distance of 639.97 feet;
  2. North 00°45'52" East a distance of 440.23 feet;
  3. North 89°15'33" West a distance of 640.00 feet to said north-south centerline;



HIGH COUNTRY ENGINEERING, INC.  
141 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 926-0544 FAX (303) 926-4347  
1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81001  
PHONE (970) 948-8928 FAX (970) 948-3355  
WWW.HCEI.CO


DATE:	3-1-06
FILE:	J./EXH/16MD
PROJECT No:	2042024
DRAWN BY:	SMG

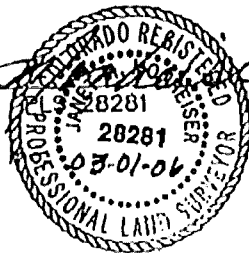
EXHIBIT \_\_\_\_\_  
PAGE 1 OF 3

Thence North 00°45'39" East continuing along said north-south centerline a distance of 1,433.00 feet to the POINT OF BEGINNING.

Containing 19,781,230 square feet or 454.12 acres, more or less.

Basis of Bearing: Northerly line of the North Quarter of Section 31, Township 6 South, Range 65 West of the Sixth Principal Meridian as monumented by a 2" aluminum cap stamped "Bell Surveying" PLS 7361 at the North Quarter corner and by a 2-1/2" aluminum cap stamped "Steil Surveying Services PLS 16154 2000" at the Northeast corner, bearing South 89°15'33" East, 2636.45 feet.

  
Janet M. Monhaiser,  
For and On Behalf of  
High Country Engineering,  
14 Inverness Drive East  
Suite F-120  
Englewood, CO 80112



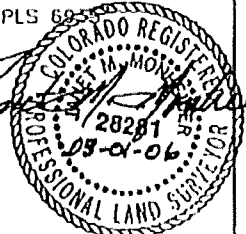
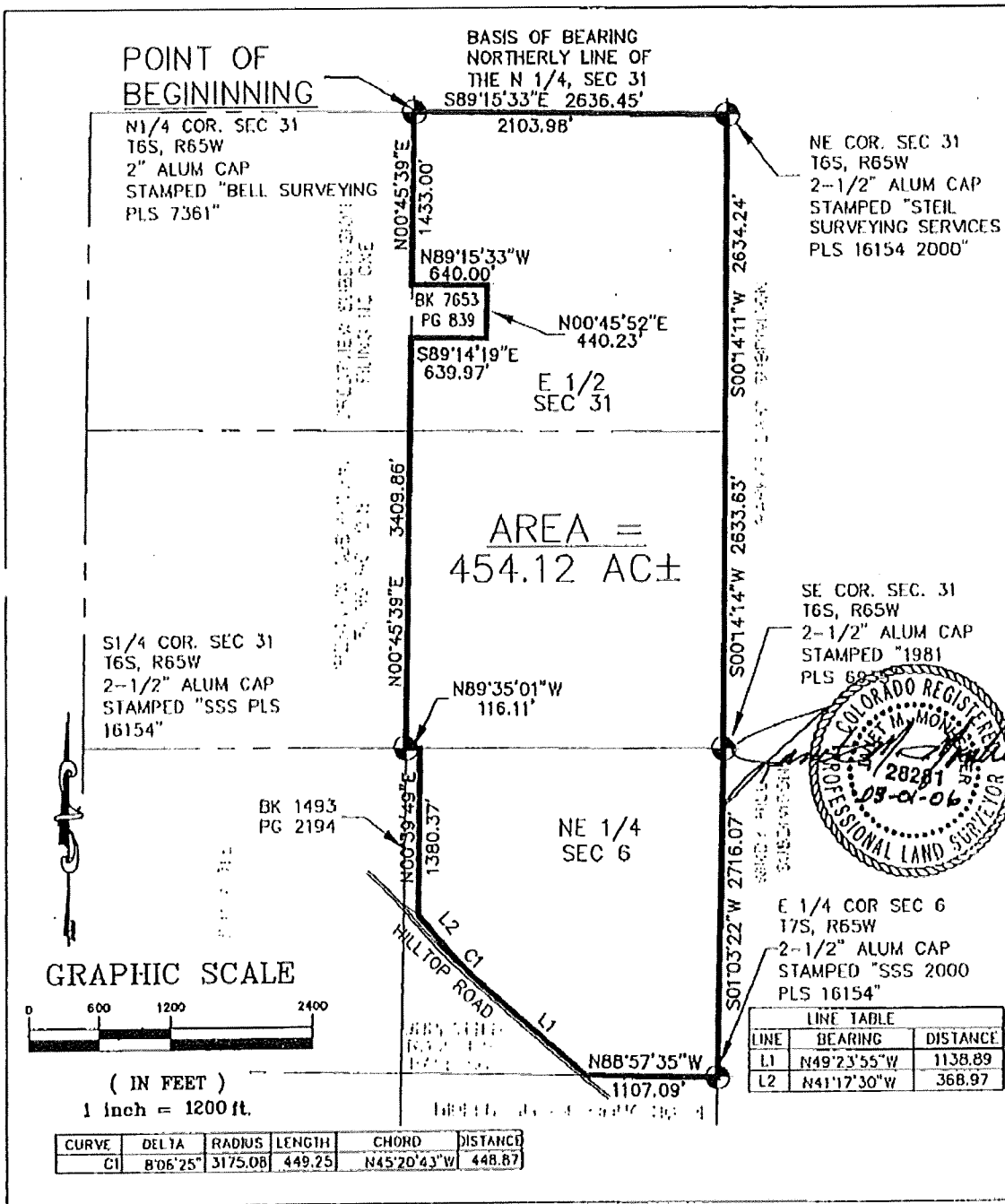
**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 925-0544 FAX (303) 925-0547  
1517 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 945-8978 FAX (970) 945-2853  
WWW.HCEHQ.COM

DATE:  
3-1-06  
FILE:  
J./EXH/TGMD  
PROJECT No:  
2042024  
DRAWN BY:  
SMG

EXHIBIT \_\_\_  
PAGE 2 OF 3





**HIGH COUNTRY ENGINEERING, INC.**  
 14 INVERNESS DRIVE EAST, ETC F-120, ENGLEWOOD, CO 80112  
 PHONE (303) 925-0644 FAX (303) 925-0647  
 1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 945-8878 FAX (970) 945-2855  
 WWW.HICENT.COM

DATE: 3-1-06  
 FILE: J:/EXH/16MD  
 PROJECT NO: 2042024  
 DRAWN BY: BMS

EXHIBIT \_\_\_\_\_  
 PAGE 3 OF 3

**Exhibit H**  
**Compliance with Section 18A, Water Supply – Overlay District**



June 10, 2016

Douglas County  
100 Third Street  
Castle Rock, CO 80104

Subject: Will-Serve Letter for the Parker Water and Sanitation District to  
Provide Water Services to:  
TALLMAN GULCH SUBDIVISION

Dear Douglas County Planning:

Pursuant to Section 1805A.01, Water Supply Overlay District of the Douglas County Zoning Resolution, the Parker Water and Sanitation District (PWSD) acknowledges its willingness and ability to serve the Tallman Gulch Subdivision, Filing #1, all phases. This parcel is within the overall development projections and is included in PWSD's service area.

*COMMITMENT TO SERVE*

PWSD is committed to providing service to all future developments within its service area, based on the water supply sources available within PWSD's water rights portfolio. Such commitment to provide service is conditioned upon compliance with all of the PWSD Rules and Regulations, Standards and Specifications, and/or conditions specific to the property; including payment of the appropriate fees and any other charges related to water and/or sanitation service, as established from time to time by the PWSD Board of Directors.

*PWSD WATER DEMAND*

The current PWSD water demand is approximately 7,665 acre-feet per year (ac-ft/yr), while at buildout, it is estimated that the total water demand will be 20,720 ac-ft/yr, based on a buildout of 43,507 taps. The proposed development of Tallman Gulch, Filing #1, all phases, is included in the PWSD's overall build out plan, and the development has currently and/or is planning on approximately 123 water taps. This development has individual septic systems, as domestic sanitary sewer is not available to the site.

The proposed Tallman Gulch Filing #1, all phases of development plan includes approximately 123 homes, which equates to 123 single-family equivalent (SFE) taps. At the PWSD's standard water demand criterion of 0.7 ac-ft/yr per SFE tap, the proposed total demands for Tallman Gulch Filing #1, all phases will be 86 ac-ft/yr.

*Parker Water & Sanitation District ~ 19801 E. Mainstreet ~ Parker, CO 80138 ~ 303-841-4627*

*PWSD WATER SUPPLY*

PWSD has an extensive water rights portfolio of adjudicated Denver Basin aquifer ground water rights, both junior and senior tributary rights, storage rights in Rueter-Hess Reservoir of 71,920 ac-ft, and effluent and lawn irrigation return flow reuse rights as part its augmentation plan. The attached Table 1 summarizes the PWSD's adjudicated first-use rights, which indicates a total of 31,569 ac-ft/yr (the anticipated yield of these rights in both an average and dry year (Section 1805A.01.2(2) b. of the DCZR). Not included in Table 1 are the rights associated with storage in Rueter-Hess Reservoir or any of the PWSD's reuse rights, which will provide significant additional supplies to the PWSD.

In summary, with an estimated buildout demand of 20,720 ac-ft/yr, and the PWSD's 31,569 ac-ft/yr of adjudicated first-use rights, the PWSD has significant excess water supplies which can serve Tallman Gulch, Filing #1, all phases, and all future planned buildout within the PWSD.

*WATER QUALITY*

PWSD is in compliance with the Colorado Department of Public Health and Environment testing and quality requirements, and provides a high-quality water supply to all of its customers. PWSD is in compliance with the Clean Water Plan.

*SANITARY SEWER SERVICE*


Sanitary sewer service is not provided to Tallman Gulch. Each lot will have individually owned septic systems.

*FEASIBILITY OF SERVICE*

It is physically and economically feasible for the PWSD to provide water service to the proposed subdivision of Tallman Gulch, Filing #1, all phases.

If you have any questions regarding any of the information provided or the PWSD's ability to provide service to Tallman Gulch, please do not hesitate to give us a call.

Sincerely,  
Parker Water & Sanitation PWSD

  
Maleja Good  
Engineering Coordinator

Attachments: Table 1 Summary of PWSD Water Rights  
Map of the Existing PWSD's service area (Section 1805A.01.2(2) f. of the DCZR)  
Evidence of the potability of the PWSD's water supply for the subdivision (Section 1805A.01.2(3) of the DCZR)

*Parker Water & Sanitation District - 19801 E. Mainstreet - Parker, CO 80138 - 303-841-4627*

**TABLE 1  
SUMMARY OF PWSD WATER RIGHTS**



**DECEDED WATER AVAILABLE FOR PWSD USE**

SOURCE	Volume (ac-ft/yr) Decreed in Case No.										TOTAL	
	83CW348(A)	95CW039	87CW104(A) <sup>2)</sup>	87CW104(B) <sup>2)</sup>	95CW089 <sup>2)</sup>	99CW006 <sup>2)</sup>	06CW179 <sup>2)</sup>	02CW227 <sup>3)</sup>	94CW042 <sup>4)</sup>	03CW258, et al <sup>5)</sup>		82CW434 <sup>6)</sup>
Cherry Creek alluvium <sup>1)</sup>	726.7	132.3										859.0
Lower Dawson-NT			742.6	631.8	391.8	430.2	868.6	30.6	178.3	821.0	364.0	4,458.9
Lower Dawson-NNT			219.4	0.0	79.5	380.8	807.6					1,487.3
Denver-NT			430.1	908.6	272.6	611.9	235.6	94.4	104.0	1258.0	422.0	4,337.2
Denver-NNT			1016.2	9.0	377.9	616.1	1980.6					3,999.8
Arapahoe-NT			1161.7	627.0	698.3	1945.7	2447.1	64.5	547.3	2954.0	487.0	10,932.6
Laramie-Fox Hills-NT			1044.1	625.3	419.2	700.8	1350.0	49.4	16.0	980.0	310.0	5,494.8
											<b>TOTAL =</b>	<b>31,569.6<sup>8)</sup></b>

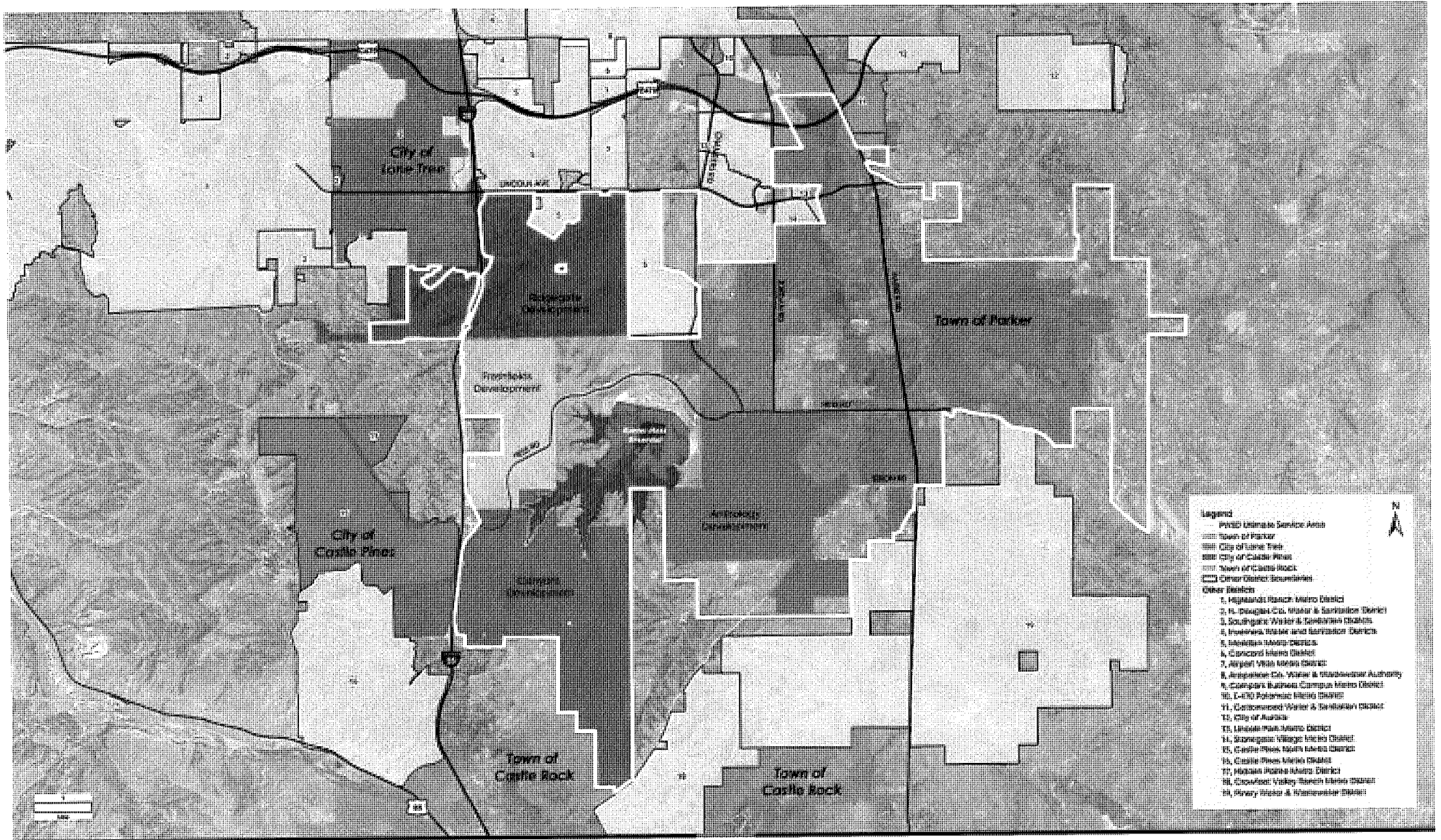
**DENVER BASIN WATER DECEDED AS PART OF INCLUSION (NOT CURRENTLY PART OF PWSD WELL FIELDS)**

SOURCE	Volume (ac-ft/yr) Dedicated as Part of PWSD Inclusion of				TOTAL
	CHERRY CREEK CROSSING	MILLER CREEK	JDA-DOMINY	NEWLIN CROSSING	
Lower Dawson-NT	18.6	3.5	2.3		24.4
Lower Dawson-NNT				27.4	27.4
Denver-NT	26.0	7.4			33.4
Denver-NNT			3.2	43.3	46.5
Arapahoe-NT	28.1	7.9	3.2	20.5	59.7
Laramie-Fox Hills-NT	18.0	5.4	2.2	27.9	53.5
			<b>TOTAL =</b>	<b>244.9</b>	

<b>GRAND TOTAL (DENVER BASIN AND CHERRY CREEK WATER RIGHTS) =</b>	<b>31,814.5</b>
-------------------------------------------------------------------	-----------------

- 1) Water rights changed to municipal use. All of this water is fully consumable and reusable.
- 2) PWSD well field decree.
- 3) Hover parcel.
- 4) Well field established between PWSD and Stroh Ranch for full Stroh Ranch water supply, but water availability limited to volume of water deeded to PWSD from Stroh Ranch.
- 5) Rights also include water deeded in 82CW116, W-8033, 81CW403, 83CW333, and 98CW459. Water deeded to PWSD from RidgeGate property but not part of the PWSD well fields.
- 6) Water deeded to PWSD from Freshfields property but not part of the PWSD well fields.
- 7) Combined water supply availability from 82CW470 and 05CW265.
- 8) The anticipated yield of these rights in both an average and dry year." (Section 1805A.01.2(2) b. of the DCZR).

PWSD Service Area



## 2014 Annual Report to Consumers Tap Water Quality

*This information applies only to water provided by Parker Water & Sanitation District PWSID# CO0118040.*

Parker Water & Sanitation District is committed to providing residents with a safe and reliable supply of high-quality drinking water. Testing is done using sophisticated equipment and advanced procedures to detect possible drinking water contaminants. The District's water meets, or exceeds, state and federal standards for both appearance and safety. This annual "Consumer Confidence Report," required by the Safe Drinking Water Act (SDWA) & Public Notification Rule, explains the water source, test results, and other important information about your drinking water.

### **Contacts and Public Comment Information**

Contact the Director of Operations, James Roche, at 303-841-4627 with questions or comments about the Consumer Confidence Report, or other drinking water concerns. District board meetings are open to the public and are held the second and fourth Thursday of every month at 6:00pm. The meetings are held at the North Wastewater Reclamation Facility located at 18100 E. Woodman Drive in Parker. Contact Ron Redd, District Manager, at 303-841-4627 for information on other opportunities for public participation in decisions about drinking water.

### **Overview**

Parker Water & Sanitation District plans to meet the water demand by utilizing the Reuter-Hess Reservoir in the near future and maintaining existing wells. For more information on long-term planning, contact the District office or visit the District web site: [www.pwsd.org](http://www.pwsd.org).

### **Water Source**

The District is currently reliant upon groundwater wells located throughout the Parker area. The wells penetrate the Cherry Creek Alluvium as well as the Denver, Dawson, Arapahoe, and Laramie Fox Hill aquifers with depths ranging from 52 feet to 2,674 feet. In the very near future, the District will add surface water from the Rueter-Hess Reservoir to the list of sources that supply the distribution system.

The Colorado Department of Public Health and Environment has provided us with a Source Water Assessment Report for our water supply, you may obtain a copy of the report by visiting <http://wqcdcompliance.com/ccr> or by contacting James Roche at 303-841-4627. The report is located under "Source Water Assessment Reports", and then "Assessment Report by County". Select DOUGLAS County and find 0118040; PARKER WSD.

The Source Water Assessment Report provides a screening-level evaluation of potential contamination that **could** occur. It does not mean that the contamination **has or will** occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan.

The potential sources of discrete contamination to the water system, as stated in the revised Source Water Assessment Report, include aboveground, underground and leaking storage tank sites and other facilities. Potential sources of contamination in our area also include possible accidental hazardous materials releases.

The potential contamination from dispersed contaminant sources includes the following:

Commercial, industrial/transportation  
High intensity residential  
Low intensity residential  
Urban Recreational grasses  
Row crops  
Fallow  
Small grains  
Pasture/Hay  
Evergreen forest  
Septic Systems  
Road miles

Please contact PWSD if you have questions or concerns regarding this information.

## Water Protection

Residents can help to protect source water quality by disposing of household chemical wastes properly. The Household Chemical Roundup is held annually in Parker. For more information about this event or how to properly dispose of waste, please call Parker Water and Sanitation or visit <http://www.tchd.org/250/Home-Chemical-Waste>.

## Water Conservation

Parker Water & Sanitation District strongly encourages water conservation to preserve our limited resources. The majority of our groundwater supply is finite and is being depleted rapidly. Currently, irrigation of lawns and gardens is the single greatest demand on our water supply. Reducing reliance on drinking water for irrigation can greatly reduce the burden on our diminishing supplies. For more information on reducing your irrigation water consumption, visit <http://www.pwsd.org/874/Conservation>.

Utilizing water saving appliances, showerheads, faucets, fixing leaks, and not running water excessively can also aid in conservation. The District offers water saving tips and shower head fixtures to any customer. Please conserve whenever possible.

## Possible Drinking Water Contaminants

The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some

cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- *Microbial contaminants*, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- *Inorganic contaminants*, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- *Pesticides and herbicides* that may come from a variety of sources, such as agriculture, urban storm water runoff, and residential uses.
- *Organic chemical contaminants*, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.
- *Radioactive contaminants* can be naturally occurring or be the result of oil and gas production and mining activities.

Given the location and depth of our source water, the occurrence of pollution, other than naturally occurring, is not likely. Shallow wells are more susceptible to potential contamination, and it is possible that groundwater contamination could occur due to infiltration from Cherry Creek or storm runoff drainage that contains pollutants. Consequently, it is critical to keep chemical spills, urban and agricultural runoff from entering our groundwater and surface water. This is also why we continually test our wells for contaminants. Once surface water supplies the system, increased testing will also be completed routinely.

## An Explanation of the Water Quality Data Table

The table shows the results of water quality analysis from the latest routine samplings. Every **regulated** contaminant **detected**, even in minute traces, is listed. The table contains the name of each substance; the highest level allowed by the Safe Drinking Water Act, the ideal goals for public health, the amount detected, the usual source of such contamination, footnotes explaining the findings, and a key to units of measurement.

**Contaminants that are not detected are not listed.** If you are interested in the full list of analytes tested, please contact the Parker Water and Sanitation Laboratory.

### Important Terms and Abbreviations

- **Maximum Contaminant Level or MCL:** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Contaminant Level Goal or MCLG:** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Parts per million (ppm) or Milligrams per liter (mg/L)** - one part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion (ppb) or Micrograms per liter (µg/L)** - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Picocuries per liter (pCi/L)** - picocuries per liter is a measure of the radioactivity in water.
- **Action Level (AL)** - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Gross Alpha, Including RA, Excluding RN & U:** This is the gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222 and uranium.

(Table is a separate document)

#### TABLE KEY

AL	Action Level
BDL	Below Detection Limit
CFU	Coliform-Forming Units
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MRDL	Maximum Residual Disinfectant Level
MRDLG	Maximum Residual Disinfectant Level Goal
ND	Non-Detect
pCi/L	Picocuries per liter (a measure of radioactivity)
ppm	Parts per million, or milligrams per liter (mg/l)
ppb	Parts per billion or micrograms per liter (µg/l)

#### Water Quality Table Footnotes

- 1 The 90<sup>th</sup> percentile for lead sample results was 0.0013 ppm.
- 2 The 90<sup>th</sup> percentile for copper sample results was 0.48 ppm.

- 3 Parker Water and Sanitation does not add fluoride to the drinking water.
- 4 Reported value is Free Chlorine.



## **Non-Detected Contaminants**

In addition to the compounds listed in the table above, our water was analyzed for many contaminants that were not detected. These compounds are not listed. If you have any concerns about contaminants not addressed in this report, feel free to contact Lisa Scurlock, Technical Services Manager, at 303-841-4627.

## **Non-Health Related Water Quality**

The ground water sources currently utilized in the District contain minerals resulting in a soft to moderately hard water. Hardness is not a regulated contaminant, but does have associated aesthetic and functional concerns. Hardness can reduce effectiveness of soaps and form scale or deposits. The minerals that make up hardness in water are a necessary dietary requirement. Updated hardness values for the drinking water can be found at [www.pwsd.org](http://www.pwsd.org).

The District's well water also contains iron and manganese that can discolor the water. Iron generally turns the water an orange or red color, while manganese can be gray to black. These minerals primarily affect the aesthetic qualities and pose no health concern at the concentrations in our water. Iron and manganese are also necessary dietary requirements. These minerals can make water look unappealing, can stain clothes, appliances and fixtures.

The District is currently adding a polyphosphate blend to our well water to keep the iron, manganese, and hardness in solution. For more information regarding red water or to report a problem, please visit our website at [www.pwsd.org](http://www.pwsd.org).

## **Additional Health Information**

All drinking water, even bottled water, may reasonably be expected to contain at least small amounts of some contaminants. To ensure that tap water is safe to drink, the EPA prescribes limits on the amount of certain contaminants in water provided by public water systems. The FDA regulates limits for contaminants in bottled water. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

## **Special Populations**

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, persons with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. In these instances, advice about drinking water should be sought from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the Safe Drinking Water Hotline (800-426-4791).

*El informe contiene informacion importante sobre la calidad del agua en su comunidad. Traduzcalo o hable con alguien que lo entienda bien.*

Contaminant	Test Date	Unit	MCL	MCLG	Highest Detected Level	Range	Typical Sources	Violation
<b>Microorganism Contaminants Sampled in the Distribution System:</b>								
Coliform, Total	2014	cfu	No more than 5% positive samples per period	0	0	0	Naturally present in the environment	NO
<b>Inorganic and Organic Contaminants:</b>								
1 Lead	2014	ppm	AL=0.015	0	0.0045	< 0.001 - 0.0045	Corrosion of plumbing systems	NO
2 Copper	2014	ppm	AL=1.3	1.3	0.79	0.14 - 0.79	Corrosion of plumbing systems	NO
3 Fluoride	2014	ppm	4	4	1.9	0.8 - 1.9	Erosion of natural deposits	NO
4 Chlorine Residual, Free	2014	ppm	4.0 MRDL	4.0 MRDLG	1.96	0.08 - 1.96	Water additive used to control microbes	NO
Barium	2014	ppm	2	2	0.18	0.087 - 0.18	Erosion of natural deposits	NO
Chromium	2014	ppm	0.1	0.1	0.0026	<0.0009 - 0.0026	Discharge from steel and pulp mills; erosion of natural deposits	NO
Nitrate	2014	ppm	10	10	0.662	< 0.05 - 0.662	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits	NO
<b>Radioactive Contaminants:</b>								
Alpha Emitters	2014	pCi/L	15	0	8	1.3 - 8	Erosion of natural deposits	NO
Beta/photon emitters	2014	pCi/L	50	0	8.5	1.5 - 8.5	Decay of natural and man-made deposits	NO
Combined Radium	2014	pCi/L	5	0	4.3	0.97 - 4.3	Erosion of natural deposits	NO
Uranium	2014	ppb	30	0	7.6	< 0.03 - 7.6	Erosion of natural deposits	NO
<b>Disinfection Byproducts:</b>								
Haloacetic Acids (HAA)	2014	ppb	60	NA	6.3	3.4 - 6.3	By-product of drinking water disinfection	NO
Total Trihalomethanes (TTHMs)	2014	ppb	80	NA	29.8	17.6 - 29.8	By-product of drinking water disinfection	NO

**Exhibit I**  
**Advance and Reimbursement Agreements**

**INFRASTRUCTURE AQUISITION AGREEMENT  
BY AND BETWEEN  
TALLMAN GULCH METROPOLITAN DISTRICT  
AND  
CRAFT-AREP III TALLMAN ASSOCIATES, LLC**

This **INFRASTRUCTURE AQUISITION AGREEMENT** (the “Agreement”) is entered into to be effective this 3<sup>rd</sup> day of March, 2015, by and between the **TALLMAN GULCH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **CRAFT-AREP III TALLMAN ASSOCIATES, LLC**, a Delaware limited liability company (the “Developer”), individually referred to herein as the “Party” and collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the District was organized pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., as amended, for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., as amended, the Board of Directors of the District (the “Board”) is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, one of the purposes for which the District was organized was to provide certain public facilities, appurtenances and improvements, including, but not limited to, water, sanitation, storm drainage, streets, traffic and safety controls, parks and recreation, and other improvements within and without its boundaries (collectively, the “Public Infrastructure”); and

WHEREAS, the District has authority to incur indebtedness through the issuance of notes, bonds or by the execution of contracts to obtain funds for the acquisition, construction, installation or completion of the Public Infrastructure in order to carry out the objects and purposes of the District, which indebtedness was approved at the organizational election of the qualified electors of the District, held May 2, 2006, by a majority of those qualified to vote and voting at such election; and

WHEREAS, the Developer owns real property within the boundaries of the District, has caused to be constructed and/or may in the future cause to be constructed, certain Public Infrastructure, as more specifically described in Exhibit A hereto (as may be further revised or supplemented by mutual agreement of the Parties, the “Improvements”) for the benefit of the District and the property anticipating that the District, or another governmental entity with appropriate jurisdiction, would acquire such Improvements from it; and

WHEREAS, the District is unable, without the assistance of the Developer, to complete construction of the Public Infrastructure detailed in the District’s approved service plan, including the Improvements, on a schedule to meet development within the boundaries of the District and has

determined that delay in the provision of Improvements will impair the increase in assessed value necessary to allow the District to carry out its functions and powers; and

WHEREAS, the District desires that the Improvements be provided for its benefit as soon as development requires, and the Developer is willing to provide such Improvements on the condition that the District agrees to acquire the Improvements from it and pay all reasonable costs related thereto when and if the District is able; and

WHEREAS, the Board has determined that the best interests of the District, its residents, users, property owners and the public will be served by the District's acquisition of the Improvements provided for the benefit of the District, and the District is willing to acquire certain Improvements in the future as contemplated herein; and

WHEREAS, the District and the Developer desire to set forth the procedures for the financing, construction and acquisition of the Improvements completed by the Developer, and for the payment of related costs, and the Parties desire to set forth procedures pursuant to which the District will continue to acquire the Improvements in the future; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### TERMS AND CONDITIONS

1. PURPOSE. The Parties acknowledge that the District has requested the Developer to design and construct certain Improvements on behalf of the District with the understanding that the District, or other appropriate entities, would acquire such Improvements from the Developer when funds are available and subject to approval by the Board of Directors of the District. The District desires to induce the Developer to design and construct certain Improvements, and the Developer agrees to design and construct certain Improvements, subject to the terms and conditions set forth herein.

The Parties acknowledge that the District expects to issue general obligation bonds (the "Bonds") in one or more series as the financial condition of the District allows to permit the District to acquire the Improvements completed or constructed by the Developer. The Parties further acknowledge that the District may not have sufficient funds to permit the District to construct or acquire the Improvements in order to meet development timelines. The Parties have determined that delay in construction of these Improvements would be detrimental to the District's ability to provide needed services and facilities for property owners in the District, including future residents, and will impair the Developer's marketing of the development. The Parties have determined that if the Improvements are provided by the Developer, the District agrees to acquire completed Improvements, subject to the conditions contained herein.

The Parties agree that this Agreement sets forth the procedures by which the District shall acquire the Improvements now and in the future from the Developer, and by which the Developer will be authorized to design and construct the Improvements to be acquired by the District. The

Agreement also sets forth the procedures by which the Improvements will be conveyed to the District, or conveyed to other entities at the discretion of the District, in return for payment by the District to the Developer.

2. ACQUISITION OF THE IMPROVEMENTS; PAYMENT OF PURCHASE PRICE. The District hereby agrees to acquire the Improvements for the Purchase Price within thirty (30) days of delivery of an Acceptance Letter in connection therewith or such later date as may be mutually agreed upon by the Parties. The Parties acknowledge that the District does not, as of the date of execution hereof, have available funds to pay for the acquisitions of the Improvements. The District shall make payment for the Improvements, subject to annual appropriation and budget approval by the District Board of Directors, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and expenses of the District. The Developer understands and acknowledges that the District's obligation to reimburse Developer under this Agreement is not a multiple fiscal year obligation. Payments by the District shall be applied first to interest on, then to principal of the Purchase Price in chronological order to their effective date. This reimbursement obligation is and shall be subordinate to any bonded indebtedness of the District now in existence or hereafter created. The Developer agrees and acknowledges that, prior to providing the payment of any money to the Developer for the design and construction of the Improvements, the Developer shall be duly and lawfully licensed with the Colorado Secretary of State to conduct business in Colorado.

3. DETERMINATION OF PURCHASE PRICE. The "Purchase Price" for all or any portion of completed Improvements, or Improvements for which work is in process, shall be equal to the District Costs, as defined in Section 5(c)(ii) hereof, with respect to such Improvements, as well as any accrued interest, as described in Section 5(d)(v), hereof, and shall be in accord with the District's approved service plan and all other applicable laws. Under no circumstances shall the Purchase Price exceed the District Costs, as certified by the Engineer's Certification, as defined in Section 5(c)(i), plus any accrued interest as provided in Section 5(d)(v), hereof. Acceptance of Improvements and acknowledgement of the Purchase Price does NOT guarantee that the District does or shall in the future have the financial ability to pay the Purchase Price in full. The determination to issue bonds is a legislative function of the Board of Directors of the District and is subject to constitutional, statutory, and regulatory procedures which cannot be disregarded. The cumulative Purchase Prices for all Improvements may exceed the District's electoral authorization or financial capacity, or both, and this Agreement does not constitute a guaranty of payment to the Developer for the cumulative Purchase Price of all Improvements constructed by the Developer.

4. CONSTRUCTION. The Developer agrees to cause the Improvements to be designed, constructed, and completed in substantial conformance with the design standards and specifications, as established and in use by the District and other appropriate jurisdictions and as approved by a professional engineer licensed in the State of Colorado and designated by the Board to review the plans and specifications for the Improvements.

5. IMPROVEMENT ACQUISITION PROCEDURES. The following paragraphs set forth the procedures that shall be required for any and all acquisitions by the District pursuant to this Agreement. The District shall keep accurate records of the Purchase Application package for each acquisition of completed Improvements or any portion of Improvements in process, including the

Improvement Notice, Engineer's Certification and Bill of Sale related to each acquisition and as more particularly described below.

- a. Improvement Notice. The Developer shall submit to the District an "Improvement Notice" setting forth a listing of the Improvements to be constructed and conveyed to the District thereunder, in substantially the form attached hereto as Exhibit B. The Improvement Notice shall further set forth such other information applicable to the Improvements as may be required by the District. Upon receipt by the District of said Improvement Notice, the District shall determine whether such Improvements are permitted by the District's approved service plan and whether it is appropriate that such Improvements be provided, and shall advise the Developer in writing of such determination within thirty (30) days of receipt of such Improvement Notice. The District shall not be obligated to acquire any Improvement constructed by the Developer prior to approval by the District of the Improvement Notice.
- b. Application for Acquisition. Upon completion of the Improvements or upon completion of any portion of the Improvements proposed to be acquired by the District from the Developer in accordance with this Agreement, the Developer shall cause a "Purchase Application" to be submitted to the District consisting of the following, reasonably satisfactory to the District, related to each such Improvement:
  - i. A list of Improvements the Developer wishes the District to acquire and costs related thereto, which shall include design, engineering and other "soft" costs necessary for the provision of such Improvements, but excluding overhead and/or profit. The Developer shall use reasonable efforts to assure that the purchase price does not include sales and use taxes. The builders of the Improvements shall be entitled to use the District's tax identification number to obtain an exemption from sales and use taxes on materials to be conveyed to the District pursuant to this Agreement, as may be applicable. The District shall not reimburse for any soft costs that exceed seven percent (7%) of actual construction costs.
  - ii. The "Improvement Notice" and approval thereof by the District.
  - iii. Verification of Costs. One of the following shall be provided:
    1. Evidence that the Improvements have been constructed pursuant to a public bidding process and the inclusion of all bids received by the builders or Developer and all final invoices of such bidders; or
    2. A certification obtained from an independent professional engineer, licensed in the State of Colorado, stating that the

projected costs for the design, construction and completion of the Improvements are reasonable.

- iv. Such additional information at the District may reasonably require.
- c. Engineer Certification; District Costs.
- i. An independent professional engineer engaged by the District at the Developer's sole cost and expense, shall review the costs of the Improvements set forth in the Purchase Application, inspect the Improvements and certify to the District, by means of an "Engineer's Certification" that such costs are reasonable and that the Improvements are fit for their intended purpose, in substantially the form attached hereto as Exhibit C.
  - ii. The "District's Costs" or the "District Costs" for such Improvements shall equal the amount so certified by the Engineer's Certification, and approved by the Board as reasonable and appropriate, but shall not exceed one hundred percent (100%) of the actual construction costs (which shall also include design engineering and other items identified in Exhibit B, but which shall not include any interest or other compensation to the Developer). Notwithstanding the foregoing, interest may accrue on the District Costs subject to the terms of Section 5(d)(v), *infra*.
- d. District Acceptance of Improvements. Upon approval by the District of the Purchase Application and acceptance of the Engineer's Certification, the District shall deliver a letter of acceptance (the "Acceptance Letter") of the Improvements to the Developer upon the following conditions:
- i. The District has preliminarily inspected the Improvements and determined that the Improvements substantially meet applicable standards and specifications of the District, as contained in the rules of the regulations of the District, if applicable, the District's approved service plan, or as contained in the plans which have been approved that the District's engineer, in writing.
  - ii. The Developer has caused to be furnished to the District, at the District's request:
    - 1. A complete set of 24" by 36" mylar reproducible "as-build" drawings of the Improvements, which are certified by a professional engineer registered in the State of Colorado showing accurate size and location of all the relevant Improvements. Such drawings shall be in form and content reasonably acceptable to the District, but shall not be required until such



time as the relevant Improvements are finally accepted by the appropriate governmental entity; and

2. Evidence satisfactory to the District, reflecting that all Improvements and easements or other interest in property upon which the Improvements are located, are free and clear of all grants, bargains, sales, liens, taxes (except for current taxes), assessments and encumbrances of whatever kind which would impair the District's ownership of such easements or other interests in property in such a manner as would render the District unable to use or benefit from such Improvements, or which would require the District to pay any amounts to protect its interest therein.
- iii. The Developer has executed and delivered to the District any easements necessary for the Improvements, or some other good and sufficient instruments of transfer in a form acceptable to the District conveying easement interest necessary for the Improvements, or, if permitted solely in the discretion of the District, the Developer has provided assurances acceptable to the District that the Developer will execute or cause to be executed such easements or other documents.
- iv. The Developer has executed and delivered to the District a good and sufficient "Bill of Sale" listing and/or describing the Improvements, in substantially the form attached hereto as Exhibit D.
- v. Upon the issuance of the Acceptance Letter, the stated and accepted amount of the District Costs shall bear interest at the rate of seven percent (7%) *per annum* (non-compounding) on the total amount of such District Costs. The interest described in this Section 5(d)(v) shall only being to accrue as of the date of the issuance of the Acceptance Letter from the District.

6. CONVEYANCE OF IMPROVEMENTS; WORK IN PROCESS; DEDICATION.

- a. At such time as the District has provided its Acceptance Letter and supplied the Purchase Price, as provided in Section 2, the Developer shall convey the Improvements and related work to the District by means of the Bill of Sale, or shall convey the Improvements at the request of the District to other parties for the benefit of the District, together with conveyance of the easement interests specified in Section 5(d)(iii). In the event that work in process is to be conveyed to the District, the Developer shall prosecute its construction contracts related to the Improvements to completion and shall convey the balance of the Improvements to the District as necessary to make operative the conveyed Improvements. Notwithstanding the foregoing, the District shall be under no obligation to acquire work in process. Should any or all of the Improvement(s)

be conveyed, dedicated or transferred to any other governmental or quasi-governmental entity or entities with applicable jurisdiction pursuant to any agreement(s) between the Developer and such governmental or quasi-governmental entity or entities with applicable jurisdiction, then the Parties hereby agree that the conveyance, dedication or transfer of such Improvement(s) shall be determined by the terms and conditions of such pertinent agreement(s), the provisions of Section 5(d), *supra*, shall be inapplicable, and such conveyance, dedication or transfer of the Improvement(s) shall be controlled by Section 6(b), *infra*.

- b. If of the Improvements are conveyed, transferred or dedicated to another governmental entity pursuant to plat, development improvement agreements, or other similar requirements, the Developer shall advise the District in writing of such circumstances prior to the completion of construction of such Improvements and shall provide evidence of acceptance of such Improvements by the third party entity or entities to the District upon demand upon completion.
- c. The Developer shall assign to the District any warranties associated with the Improvements.

7. DEFAULT. It shall be a default under this Agreement if the Developer conveys property to the District that is subject to any lien, claim, charge or cause of action, including mechanic's liens, arising out of the Developer's performance of any act or the nonperformance of any obligation with respect to the construction of the Improvements. In the event of a breach, the District may refuse to fund all or any portion of the purchase price that is reasonable in light of the impairment to the District.

8. TERM OF AGREEMENT. This Agreement shall continue until fully performed or terminated by the mutual agreement of the Parties.

6. NOTICES. Any notices, demands or other communications required or permitted to be given, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith.

To the District:

Tallman Gulch Metropolitan District  
c/o CRS of Colorado, LLC  
7995 East Prentice Avenue, Suite 103E  
Greenwood Village, CO 80111  
Attn: Sue Blair

With a copy to:

Miller & Associates Law Offices, LLC

1641 California Street, Suite 300  
Denver, Colorado 80202  
Attn: Dianne D. Miller, Esq.

To Developer:

Craft-AREP III Tallman Associates, LLC  
1645 Grant Street, Suite 200  
Denver, CO 80203  
Attn: Tim Craft

7. ASSIGNMENT AND DELEGATION. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. In the event that the Developer desire to assign the right to receive payment from the District to another entity or person, Developer understands and agrees that such assignment shall require a separate agreement executed by the District, the Developer and the assignee that fully and completely indemnifies the District in the event of any claim or controversy related to such payment between the Developer and the assignee. The obligations, or any parts thereof, of the Parties may not be delegated to any third party without the prior written consent of the non-delegating Party, which consent shall not be unreasonably withheld.

8. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

10. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Improvements and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and exclusive jurisdiction and venue shall lie in the District Court within which the boundaries of the District are located.

14. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

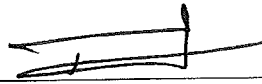
16. CONDITION SUBSEQUENT. It shall be a condition subsequent to this Agreement that, to the extent necessary, it be submitted to the Securities Commissioners pursuant to the requirements of the Colorado Municipal Bond Supervision Act, §§ 11-59-101, C.R.S., as amended, (the "Act"), and that it receive an exemption or other clearance from the registration requirements of the Act pursuant to § 11-59-110, C.R.S., as amended.

17. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

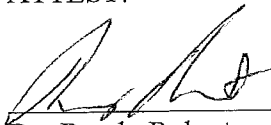
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TALLMAN GULCH METROPOLITAN DISTRICT



By: Tim Craft  
Its: President


ATTEST:



By: Randy Roberts  
Its: Secretary/Treasurer

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company



By: Timothy Patrick Craft  
Title: Manager

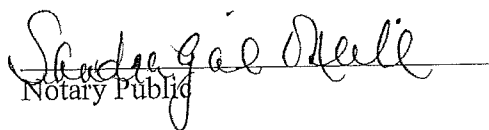
STATE OF COLORADO )

) ss.

COUNTY OF Arapahoe )

Subscribed and sworn to before me on this 3<sup>rd</sup> day of March, 2015, by ~~Tim Craft~~ <sup>So.</sup>, as Manager of Craft Tallman Management, LLC, a Colorado limited liability company, as Manager of Craft-AREP III Tallman Associates, LLC, a Delaware limited liability company.

**SANDRA GAIL O'NEILL**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

  
Notary Public

My commission expires April 18, 2019

**EXHIBIT A  
Improvements**

**Tallman Gulch Metropolitan District  
Cost of Improvements  
STREETS**

November 2, 2005

HCE Job No. 2042024

J:/excel/204/2024/Metro-District Cost Estimate.xls

ITEM	QUANTITY	UNIT	UNIT COST	COST
Grade Stabilization and Preparation	58,668	SY	\$2.50	\$146,670.00
Asphalt Paving (7" full depth)	58,669	SY	\$17.50	\$1,026,707.50
5" Mountable Curb and Gutter	48,000	LF	\$9.00	\$432,000.00
Hilltop Improvements - 4 Lane Bulldout	1	LUMP	\$590,205.88	\$590,205.88
Sub Total =				\$2,048,913.38
Mobilization (5%)				\$102,445.67
Engineering Surveying & Administration (4%)				\$81,956.54
Geotechnical (2%)				\$40,978.27
15% Contingency				\$341,144.08
Total Street Improvement Costs =				\$2,615,437.93

*This summary of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.*

**Tallman Gulch Metropolitan District**  
**Cost of Improvements**  
**STORM**

November 2, 2005

HCE Job No. 2042024

J:\excel\204\2024\Metro-District Cost Estimate.xls

ITEM	QUANTITY	UNIT	UNIT COST	COST
18" RCP	1058	LF	\$35.00	\$37,030.00
18" RCP FES	16	EA	\$750.00	\$12,000.00
24" RCP	578	LF	\$43.00	\$24,854.00
24" RCP FES	16	EA	\$925.00	\$14,800.00
30" RCP	409	LF	\$47.00	\$19,223.00
30" RCP FES	10	EA	\$950.00	\$9,500.00
36" RCP	398	LF	\$75.00	\$29,850.00
36" RCP FES	14	EA	\$1,100.00	\$15,400.00
48" RCP	208	LF	\$87.00	\$18,096.00
48" RCP FES	4	EA	\$1,800.00	\$7,200.00
96" RCP	330	LF	\$275.00	\$90,750.00
Headwall/Wingwall Set	1	EA	\$175,000.00	\$175,000.00
Grade Control Structures	12	EA	\$15,500.00	\$186,000.00
Detention Ponds	8	EA	\$9,500.00	\$76,000.00
Outlet Structures	8	EA	\$6,500.00	\$52,000.00
Riprap	450	CY	\$85.00	\$38,250.00
Type R Inlets	32	EA	\$3,200.00	\$102,400.00
Erosion Control	1	LS	\$30,000.00	\$30,000.00
Sub Total =				\$938,353.00
				\$46,917.65
Mobilization (5%)				\$37,534.12
Engineering Surveying & Administration (4%)				\$18,767.06
Geotechnical (2%)				
15% Contingency				\$156,235.77
Total Storm Improvements Cost =				\$1,197,807.60

*This summary of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.*

**Tallman Gulch Metropolitan District  
Cost of Improvements  
WATER**

November 2, 2005

HCE Job No. 2042024

J:\excel\204\2024\Metro-District Cost Estimate.xls

ITEM	QUANTITY	UNIT	UNIT COST	COST
8" PVC	22045	LF	\$23.00	\$507,035.00
8" Gate Valve	67	EA	\$925.00	\$61,975.00
Fire Hydrant Assembly	52	EA	\$2,600.00	\$135,200.00
8" x 8" Cross	1	EA	\$500.00	\$500.00
8" x 8" Tee	11	EA	\$350.00	\$3,850.00
8" 90° Bend	6	EA	\$245.00	\$1,470.00
8" 45° Bend	1	EA	\$250.00	\$250.00
8" 22.5° Bend	4	EA	\$250.00	\$1,000.00
8" Air Release and Vac	15	EA	\$8,000.00	\$120,000.00
8" Blow Off Valves	25	EA	\$1,400.00	\$35,000.00
3" Irrigation Line	3000	LF	\$13.25	\$39,750.00
Erosion Control	1	LS		\$10,000.00
Sub Total =				\$916,030.00
				\$45,801.50
Mobilization (5%)				\$36,641.20
Engineering Surveying & Administration (4%)				\$18,320.60
Geotechnical (2%)				
15% Contingency				\$152,519.00
Total Water Improvement Costs =				\$1,169,312.30

*This summary of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.*



**Tallman Gulch Metropolitan District  
Cost of Improvements  
LANDSCAPE**

December 7, 2005

HCE Job No. 2042024

J:/excel/204/2024/Metro-District Cost Estimate.xls

ITEM	QUANTITY	UNIT	UNIT COST	COST
Erosion Control	1	LUMP	SUM	\$5,000.00
Site Re-vegetation (Temporary seeding & mulching)	10	AC	\$640.00	\$6,400.00
Parks, Open Space, & Entry Landscape	1	LUMP	\$550,000.00	\$550,000.00
Trails	15,500	LF	\$17.90	\$277,450.00
Sub Total =				\$838,850.00
				\$41,942.50
Mobilization (5%)				\$33,554.00
Engineering Surveying & Administration (4%)				\$16,777.00
Geotechnical (2%)				\$139,668.53
15% Contingency				
Total Landscape Improvement Costs =				\$1,070,792.03

*This summary of probable construction cost was prepared for estimating purposes only. High Country Engineering, Inc. cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.*

**EXHIBIT B**  
**Improvement Notice**

IMPROVEMENT NOTICE

TO: TALLMAN GULCH METROPOLITAN DISTRICT  
FROM: CRAFT-AREP III TALLMAN GULCH ASSOCIATES, LLC  
DATE: \_\_\_\_\_  
RE: Improvement Notice for \_\_\_\_\_

---

Craft-AREP III Tallman Associates, LLC, (the "Developer") desires to convey certain completed Improvements or Improvements currently being constructed within the Tallman Gulch Metropolitan District (the "District") to the District pursuant to the terms of the Infrastructure Acquisition Agreement between the District and the Developer, dated March 3, 2015 (as may be amended, the "Agreement"). The Improvements proposed for acquisition by the District are specifically listed in Schedule A, attached hereto.

The Developer represents that the Improvements proposed for acquisition specifically benefit the real property within the boundaries of the District, and that the Improvements have been or will be completed in accordance with all applicable local, state and federal standards.

The Developer hereby request that the District determine whether the Improvements listed on Schedule A are permitted by the Districts approved service plan and whether such Improvements are appropriate for acquisition, and to advise the Developer, in writing, of its determination within thirty (30) days in receipt of this Improvement Notice.

CRAFT-AREP III TALLMAN ASSOCIATES, LLC, a  
Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Name: Timothy Patrick Craft  
Title: Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me on this \_\_\_ day of \_\_\_\_\_, 2015, by Tim Craft, as Manager of Craft Tallman Management, LLC, a Colorado limited liability company, as Manager of Craft-AREP III Tallman Associates, LLC, a Delaware limited liability company.

[SEAL]

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

My commission expires: \_\_\_\_\_

SCHEDULE A  
Improvements

**EXHIBIT C**  
**Engineer's Certificate**

ENGINEER'S CERTIFICATION

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_                )

Before me, the undersigned, personally appeared \_\_\_\_\_ who, being by me first duly sworn on oath, deposes and says:

1. That he/she is an engineer duly qualified to issue a professional opinion respecting the fitness and condition of the improvements and costs described in Schedule A attached hereto (the "Improvements"), which have been constructed and are proposed to be conveyed to the Tallman Gulch Metropolitan District (the "District") pursuant to a certain Infrastructure Acquisition Agreement by and between the District and Craft-AREP III Tallman Gulch Associates, LLC, dated March 3, 2015 (as may be amended, the "Agreement").
2. That he/she has inspected and otherwise examined the Improvements and has reviewed the costs itemized in Schedule A.
3. That he/she found the Improvements to be in satisfactory form and condition and that it is his/her professional opinion that the Improvements are fit for the purpose intended by the Agreement.
4. That he/she certifies \$ \_\_\_\_\_, as set forth in Schedule A, to be reasonable and consistent with costs of similar Improvements constructed for similar purposes.

DISTRICT ENGINEER

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_                )

Subscribed and sworn to before me on this \_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, as  
\_\_\_\_\_ of \_\_\_\_\_.

[SEAL]

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

My commission expires \_\_\_\_\_

SCHEDULE A  
Improvements

**EXHIBIT D**  
**Bill of Sale**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that CRAFT-AREP III TALLMAN ASSOCIATES, LLC, a Delaware limited liability company, (the "Seller"), for good and valuable consideration, the receipt of which is hereby acknowledged, paid by the TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, (the "Buyer"), whose address is c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111, has bargained and sold, and by these presents does grant and convey unto the Buyer, its successors and assigns, all of its right, title and interest in the improvements constructed pursuant to the listing of improvements of Schedule A, attached hereto and incorporated herein (the "Improvements") and all things of value, including all work product, both tangible and intangible, including legal, accounting, engineering, and management costs related thereto, accruing from the costs associated with the provision of the Improvements. All warranties associated with the Improvements are hereby assigned to the Buyer.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns, forever; and the Seller, its successors and assigns, shall warrant and defend the sale of said property, improvements, services and facilities made unto the Buyer, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the property, improvement, services and facilities to the Buyer, its successors or assigns, is made free from any claim or demand whatever.

FURTHER, that any unfulfilled obligations of the Seller pursuant to Infrastructure Acquisition Agreement dated \_\_\_\_\_, 20\_\_ will be fulfilled by the Seller.

IN WITNESS WHEREOF, the Seller, by and through its authorized representatives, hereby executes this Bill of Sale this \_\_\_ day of \_\_\_\_\_, 201\_\_.

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company

By: \_\_\_\_\_  
Name: Timothy Patrick Craft  
Title: Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me on this \_\_\_ day of \_\_\_\_\_, 2015, by Tim Craft, as Manager of Craft Tallman Management, LLC, a Colorado limited liability company, as Manager of Craft-AREP III Tallman Associates, LLC, a Delaware limited liability company.

[SEAL]

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

My commission expires: \_\_\_\_\_

SCHEDULE A  
Improvements

**OUTSTANDING ADVANCE & REIMBURSABLE PAYMENT OBLIGATIONS**

In accordance with Paragraph 4 of the *Advance and Reimbursement Agreement*, dated March 3, 2015, the Parties agree that the information set forth below represents the outstanding Advance obligations between the Parties as of the date indicated.

DATE: \_\_\_\_\_, 20\_\_

**ADVANCE:**

Advance made by Developer as of the above date: \$ \_\_\_\_\_

Total current outstanding Advance balance: \$ \_\_\_\_\_

TALLMAN GULCH METROPOLITAN DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Secretary/Treasurer

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company

By: \_\_\_\_\_  
Name: Timothy Patrick Craft  
Title: Manager



**ADVANCE AND REIMBURSEMENT AGREEMENT  
FOR OPERATION AND MAINTENANCE COSTS  
BY AND BETWEEN  
TALLMAN GULCH METROPOLITAN DISTRICT  
AND  
CRAFT-AREP III TALLMAN ASSOCIATES, LLC**

This ADVANCE AND REIMBURSEMENT AGREEMENT FOR OPERATING AND MAINTENANCE COSTS (the "Agreement") is entered into to be effective this 3<sup>rd</sup> day of March, 2015, by and between the TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and CRAFT-AREP III TALLMAN ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"), individually referred to herein as the "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., as amended, for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., as amended, the Board of Directors of the District (the "Board") is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, the District and Developer agree that the advance of funds to the District, or on behalf of the District, for operation and maintenance costs, including, but not limited to, legal, accounting, design, engineering and management costs relating thereto, associated with the provision of certain public improvements, facilities and services (the "Advance(s)") is consistent with the public objects and purpose of the District; and

WHEREAS, the Board has determined that the best interests of the District, its residents, users, property owners and the public will be served by the District's receipt of and benefit from the Advance(s); and

WHEREAS, the Board has determined that the best interests of the District, its residents, users, property owners and the public will be served by the District's acknowledgement of the Advance(s); and

WHEREAS, the District and Developer desire to enter into this Agreement setting forth their understanding with respect to the Advance(s) and the reimbursement therefor.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## TERMS AND CONDITIONS

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions pursuant to which Developer makes the Advance(s) to the District and the District makes reimbursement to Developer for the Advance(s).
2. ADVANCE(S). Upon application therefor by the Board, Developer may provide Advance(s) to the District, on terms as may be mutually agreed upon by the Parties, for use by the District for operations and maintenance purposes. Upon the request of Developer, the District shall provide substantiation of the need for such Advance(s). Upon the request of the District, Developer shall provide documentation to the District evidencing the total amount of any Advance(s) claimed owed to Developer, which may include, without limitation, invoices, check registries, cancelled checks, and bank statements.
3. REIMBURSEMENT. The District shall reimburse Developer for the Advance(s), together with interest at the rate of seven percent (7%) per annum on such sums advanced. Interest shall accrue as of the date each Advance is made to the District; provided, however, that no interest shall begin to accrue on any Advance made to the District prior to May 15, 2006, the date on which the District was officially formed. The District shall make payment for the Advance(s), subject to annual appropriation and budget approval, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and expenses of the District. Developer understands and acknowledges that the District's obligation to reimburse Developer under this Agreement is not a multiple fiscal year obligation. Payments by the District shall be applied first to interest on, then to principal of the Advance(s) in chronological order to their effective date. This reimbursement obligation is and shall be subordinate to any bonded indebtedness of the District now in existence or hereafter created.
4. ACCOUNTING OF FUNDING. Whenever Developer makes an Advance to the District, the Parties shall record the same on the Outstanding Advance & Reimbursement Payment Obligations agreement (the "Outstanding Obligations Agreement"), a form of which is attached hereto as **Exhibit A** and incorporated herein by this reference. The Parties also agree to execute the Outstanding Obligations Agreement between January 1<sup>st</sup> and January 31<sup>st</sup> of each year throughout the term of this Agreement; notwithstanding the foregoing, the failure of the Parties to mutually execute the Outstanding Obligations Agreement in any year or years shall not nullify or waive any accrued Advance(s). Further, the District shall direct its accountant to account for any Advance(s) in such fashion that the amounts thereof shall be readily ascertainable as to principal of and total amounts outstanding, and Developer may request an inspection of the accounting of such funds.
5. TERM OF AGREEMENT. This Agreement shall continue until fully performed or terminated by the mutual agreement of the Parties.
6. NOTICES. Any notices, demands or other communications required or permitted to be given, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the

Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith.

To the District:

Tallman Gulch Metropolitan District  
c/o CRS of Colorado, LLC  
7995 East Prentice Avenue, Suite 103E  
Greenwood Village, CO 80111  
Attn: Sue Blair

With a copy to:

Miller & Associates Law Offices, LLC  
1641 California Street, Suite 300  
Denver, Colorado 80202  
Attn: Dianne D. Miller, Esq.

To Developer:

Craft-AREP III Tallman Associates, LLC  
1645 Grant Street, Suite 200  
Denver, CO 80203  
Attn: Tim Craft

7. ASSIGNMENT AND DELEGATION. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. The obligations, or any parts thereof, of the Parties may not be delegated to any third party without the prior written consent of the non-delegating Party, which consent shall not be unreasonably withheld.

8. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

10. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Advance(s) and reimbursement therefor and sets forth the

rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and exclusive jurisdiction and venue shall lie in the Adams County District Court.

14. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

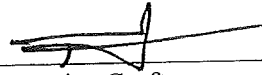
16. CONDITION SUBSEQUENT. It shall be a condition subsequent to this Agreement that, to the extent necessary, it be submitted to the Securities Commissioners pursuant to the requirements of the Colorado Municipal Bond Supervision Act, §§ 11-59-101, C.R.S., as amended, (the "Act"), and that it receive an exemption or other clearance from the registration requirements of the Act pursuant to § 11-59-110, C.R.S., as amended.

17. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

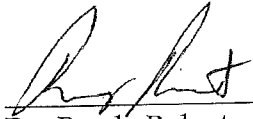
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TALLMAN GULCH METROPOLITAN DISTRICT

  
\_\_\_\_\_

By: Tim Craft  
Its: President

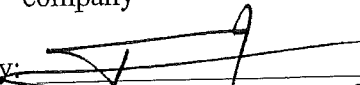
ATTEST:

  
\_\_\_\_\_

By: Randy Roberts  
Its: Secretary/Treasurer

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company


By:   
\_\_\_\_\_

Name: Timothy Patrick Craft  
Title: Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

Subscribed and sworn to before me on this 3rd day of March, 2015, by Tim Craft, as Manager of Craft Tallman Management, LLC, a Colorado limited liability company, as Manager of Craft-AREP III Tallman Associates, LLC, a Delaware limited liability company.

**SANDRA GAIL O'NEILL**  
**NOTARY PUBLIC**  
[SEAL] **STATE OF COLORADO**  
**NOTARY ID 20114023201**  
**MY COMMISSION EXPIRES APRIL 18, 2019**

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

My commission expires: April 18, 2019

**EXHIBIT A**

Outstanding Advance & Reimbursement Obligation Form

**OUTSTANDING ADVANCE & REIMBURSABLE PAYMENT OBLIGATIONS**

In accordance with Paragraph 4 of the *Advance and Reimbursement Agreement*, dated March 3, 2015, the Parties agree that the information set forth below represents the outstanding Advance obligations between the Parties as of the date indicated.

DATE: \_\_\_\_\_, 20\_\_

**ADVANCE:**

Advance made by Developer as of the above date: \$ \_\_\_\_\_

Total current outstanding Advance balance: \$ \_\_\_\_\_

TALLMAN GULCH METROPOLITAN  
DISTRICT

\_\_\_\_\_  
By: Tim Craft  
Its: President

ATTEST:

\_\_\_\_\_  
By: Randy Roberts  
Its: Secretary/Treasurer

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company

By: \_\_\_\_\_  
Name: Timothy Patrick Craft  
Title: Manager

**ADVANCE AND REIMBURSEMENT AGREEMENT  
FOR LITIGATION COSTS  
BY AND BETWEEN  
TALLMAN GULCH METROPOLITAN DISTRICT  
AND  
CRAFT-AREP III TALLMAN ASSOCIATES, LLC**

This ADVANCE AND REIMBURSEMENT AGREEMENT FOR LITIGATION COSTS (the "Agreement") is entered into to be effective this 15<sup>th</sup> day of April, 2016, by and between the TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and CRAFT-AREP III TALLMAN ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"), individually referred to herein as the "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., as amended, for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., as amended, the Board of Directors of the District (the "Board") is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, the District is currently involved in a lawsuit in the Douglas County District Court under Case No. 2015CV31017 (as may be further litigated, settled or appealed, the "Lawsuit"); and

WHEREAS, the District and Developer agree that the advance of funds to the District, or on behalf of the District, for legal, management and accounting costs relating to the Lawsuit (the "Advance(s)") is consistent with the public objects and purpose of the District; and

WHEREAS, the Board has determined that the best interests of the District, its residents, users, property owners and the public will be served by the District's receipt of and benefit from the Advance(s); and

WHEREAS, the Board has determined that the best interests of the District, its residents, users, property owners and the public will be served by the District's acknowledgement of the Advance(s); and

WHEREAS, the District and Developer desire to enter into this Agreement setting forth their understanding with respect to the Advance(s) and the reimbursement therefor.



NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### TERMS AND CONDITIONS

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions pursuant to which Developer makes the Advance(s) to the District for the Lawsuit and the District makes reimbursement to Developer for the Advance(s) provided for the Lawsuit.

2. ADVANCE(S). Upon application therefor by the Board, Developer may provide Advance(s) to the District, on terms as may be mutually agreed upon by the Parties, for use by the District for paying the reasonable costs and expenses related to the Lawsuit. Upon the request of Developer, the District shall provide substantiation of the need for such Advance(s). Upon the request of the District, Developer shall provide documentation to the District evidencing the total amount of any Advance(s) claimed owed to Developer, which may include, without limitation, invoices, check registries, cancelled checks, and bank statements.

3. REIMBURSEMENT. The District shall reimburse Developer for the Advance(s), together with interest at the rate of seven percent (7%) per annum on such sums advanced. Interest shall accrue as of the date each Advance is made to the District; provided, however, that no interest shall begin to accrue on any Advance made to the District prior to May 15, 2006, the date on which the District was officially formed. The District shall make payment for the Advance(s), subject to annual appropriation and budget approval, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and expenses of the District. Developer understands and acknowledges that the District's obligation to reimburse Developer under this Agreement is not a multiple fiscal year obligation. Payments by the District shall be applied first to interest on, then to principal of the Advance(s) in chronological order to their effective date. This reimbursement obligation is and shall be subordinate to any bonded indebtedness of the District now in existence or hereafter created.

4. ACCOUNTING OF FUNDING. Whenever Developer makes an Advance to the District, the Parties shall record the same on the Outstanding Advance & Reimbursement Payment Obligations agreement (the "Outstanding Obligations Agreement"), a form of which is attached hereto as **Exhibit A** and incorporated herein by this reference. The Parties also agree to execute the Outstanding Obligations Agreement between January 1<sup>st</sup> and January 31<sup>st</sup> of each year throughout the term of this Agreement; notwithstanding the foregoing, the failure of the Parties to mutually execute the Outstanding Obligations Agreement in any year or years shall not nullify or waive any accrued Advance(s). Further, the District shall direct its accountant to account for any Advance(s) in such fashion that the amounts thereof shall be readily ascertainable as to principal of and total amounts outstanding, and Developer may request an inspection of the accounting of such funds.

5. TERM OF AGREEMENT. This Agreement shall continue until fully performed or terminated by the mutual agreement of the Parties.

6. NOTICES. Any notices, demands or other communications required or permitted to be given, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith.

To the District:

Tallman Gulch Metropolitan District  
c/o CRS of Colorado, LLC  
7995 East Prentice Avenue, Suite 103E  
Greenwood Village, CO 80111  
Attn: Sue Blair

With a copy to:

Miller & Associates Law Offices, LLC  
1641 California Street, Suite 300  
Denver, Colorado 80202  
Attn: Dianne D. Miller, Esq.

To Developer:

Craft-AREP III Tallman Associates, LLC  
1645 Grant Street, Suite 200  
Denver, CO 80203  
Attn: Tim Craft

7. ASSIGNMENT AND DELEGATION. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. The obligations, or any parts thereof, of the Parties may not be delegated to any third party without the prior written consent of the non-delegating Party, which consent shall not be unreasonably withheld.

8. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

10. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Advance(s) and reimbursement therefor and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and exclusive jurisdiction and venue shall lie in the Adams County District Court.

14. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

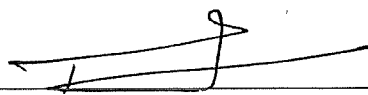
16. CONDITION SUBSEQUENT. It shall be a condition subsequent to this Agreement that, to the extent necessary, it be submitted to the Securities Commissioners pursuant to the requirements of the Colorado Municipal Bond Supervision Act, §§ 11-59-101, C.R.S., as amended, (the "Act"), and that it receive an exemption or other clearance from the registration requirements of the Act pursuant to § 11-59-110, C.R.S., as amended.

17. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

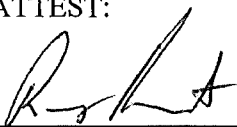
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TALLMAN GULCH METROPOLITAN DISTRICT

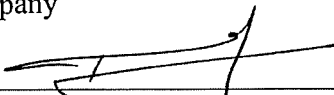
  
By: Tim Craft  
Its: President

ATTEST:

  
By: Randy Roberts  
Its: Secretary/Treasurer

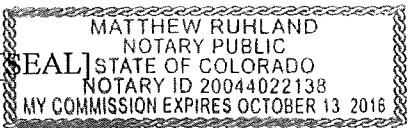
CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

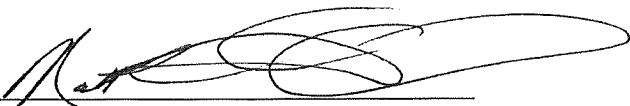
BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company

By:   
Name: Timothy Patrick Craft  
Title: Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF   DENVER   )

Subscribed and sworn to before me on this 2<sup>nd</sup> day of APRIL, 2016, by Tim Craft, as Manager of Craft Tallman Management, LLC, a Colorado limited liability company, as Manager of Craft-AREP III Tallman Associates, LLC, a Delaware limited liability company.



  
Notary Public

My commission expires:   10/13/16

**EXHIBIT A**

Outstanding Advance & Reimbursement Obligation Form

**OUTSTANDING ADVANCE & REIMBURSABLE PAYMENT OBLIGATIONS**

In accordance with Paragraph 4 of the *Advance and Reimbursement Agreement*, dated April 15, 2016, the Parties agree that the information set forth below represents the outstanding Advance obligations between the Parties as of the date indicated.

DATE: \_\_\_\_\_, 20\_\_

**ADVANCE:**

Advance made by Developer as of the above date: \$ \_\_\_\_\_

Total current outstanding Advance balance: \$ \_\_\_\_\_

TALLMAN GULCH METROPOLITAN  
DISTRICT

\_\_\_\_\_  
By: Tim Craft  
Its: President

ATTEST:

\_\_\_\_\_  
By: Randy Roberts  
Its: Secretary/Treasurer

CRAFT-AREP III TALLMAN ASSOCIATES,  
LLC, a Delaware limited liability company

BY: CRAFT TALLMAN MANAGEMENT,  
LLC, a Colorado limited liability  
company

By: \_\_\_\_\_  
Name: Timothy Patrick Craft  
Title: Manager

**Exhibit J**  
**Intergovernmental Agreements**

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT ("Grant")** is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.



6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first-above written.

GRANTOR:

By: Randy Roberts

Title: DIRECTOR

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of January, 2016;

by RANDY ROBERTS as SECRETARY / TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

Sandra Gail O'Neill  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: David A. Weaver  
DAVID A. WEAVER, Chair

Roger A. Partridge  
STATE OF COLORADO )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Roger A. Partridge

Witness my hand and official seal.

Amy T. Williams  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

EXHIBIT A

Tract D-Lot 107

LEGAL DESCRIPTION

LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT D, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF LOT 107, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 107, N54°44'17"E, A DISTANCE OF 15.00 FEET;

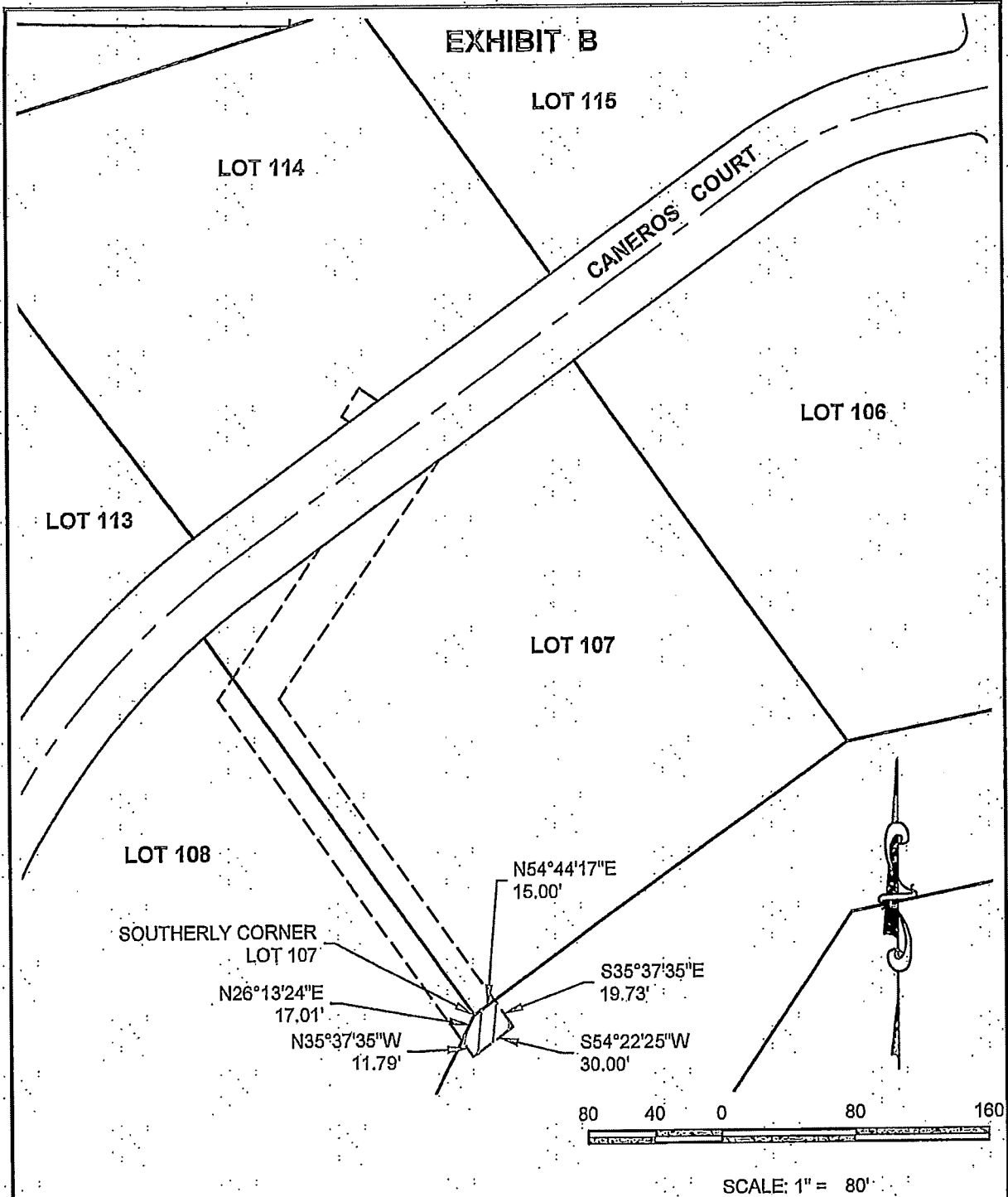
THENCE LEAVING SAID SOUTHERLY LOT LINE, S35°37'35"E, A DISTANCE OF 19.73 FEET;

THENCE S54°22'25"W, A DISTANCE OF 30.00 FEET;

THENCE N35°37'35"W, A DISTANCE OF 11.79 FEET TO THE EASTERLY LINE OF LOT 108;

THENCE ALONG SAID EASTERLY LINE OF LOT 108, N26°13'24"E, A DISTANCE OF 17.01 FEET TO THE POINT OF BEGINNING.





**DRAINAGE EASEMENT  
TRACT D AT LOT 107  
TALLMAN GULCH FILING NO. 1**

**210**

10940 S. Parker Rd., #446  
Parker, Colorado 80134  
303-921-4217

**ENGINEERING, LLC.**  
CIVIL SITE ENGINEERING & LAND PLANNING

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT** ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant; nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first-above written.

GRANTOR:

By: [Signature]

Title: DIRECTOR

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 8th day of January, 2016,

by Randy Roberts as SECRETARY/TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair  
Roger Partridge

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

[Signature]

Witness my hand and official seal.

[Signature]  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

EXHIBIT A

Tract D-Lot 104

LEGAL DESCRIPTION

LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT D, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 104, THENCE WESTERLY ALONG THE NORTHERLY LOT LINE OF LOT 104, N66°50'02" W, A DISTANCE OF 323.89 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 104;

THENCE CONTINUING AT N66°50'02"W, A DISTANCE OF 30.19 FEET;

THENCE N42°10'04"E, A DISTANCE OF 52.88 FEET;

THENCE S66°50'02"E, A DISTANCE OF 54.15 FEET TO THE SOUTH WESTERLY CORNER OF LOT 105;

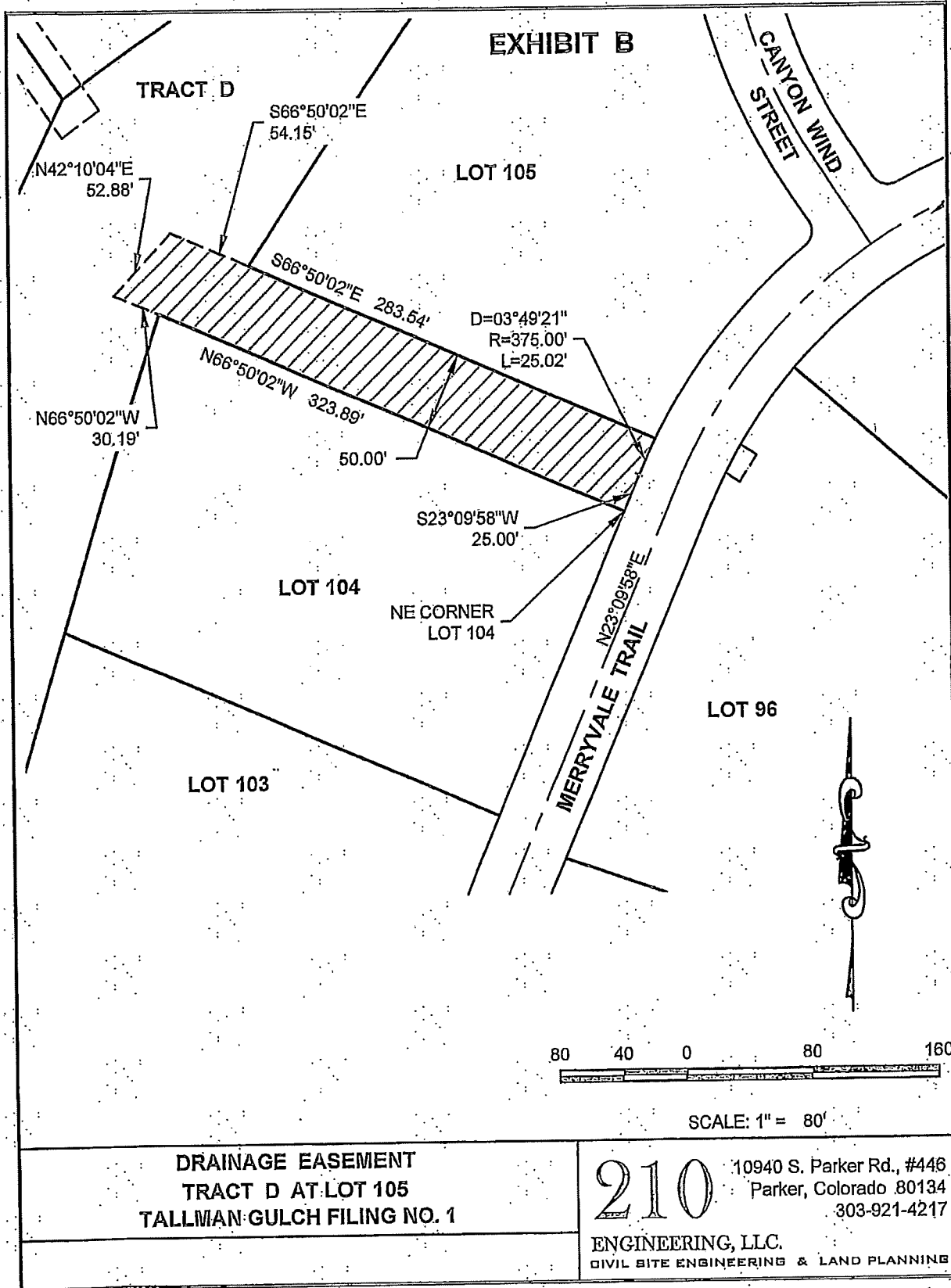
THENCE ALONG THE SOUTHERLY LOT LINE OF LOT 105, S66°50'02"E, A DISTANCE OF 283.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MERRYVALE TRAIL;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY BEING A CURVE, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 3°49'21", A RADIUS OF 375.00 FEET AND A LENGTH OF 25.02 FEET.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S23°09'58"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.







**GRANT OF EASEMENT  
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR:

By: [Signature]

Title: DIRECTOR

STATE OF COLORADO )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of January, 2016;

by RUBY ROBERTS as SECRETARY / TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

[Signature]  
Notary Public

Witness my hand and official seal.

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair  
Roger A. Partridge

STATE OF COLORADO )  
) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.  
Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 1997400634  
MY COMMISSION EXPIRES 02/08/2017

**EXHIBIT A**

Tract D-Lot 100

**LEGAL DESCRIPTION**

LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT D, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 100, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF MERRYVALE TRAIL, BEING A CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 0°18'25", A RADIUS OF 1,675.00 FEET AND A LENGTH OF 8.97 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, S57°28'21"W, A DISTANCE OF 65.78 FEET;

THENCE S80°28'14"W, A DISTANCE OF 195.08 FEET;

THENCE S53°22'10" W, A DISTANCE OF 93.73 FEET;

THENCE N36°37'50"W, A DISTANCE OF 20.00 FEET;

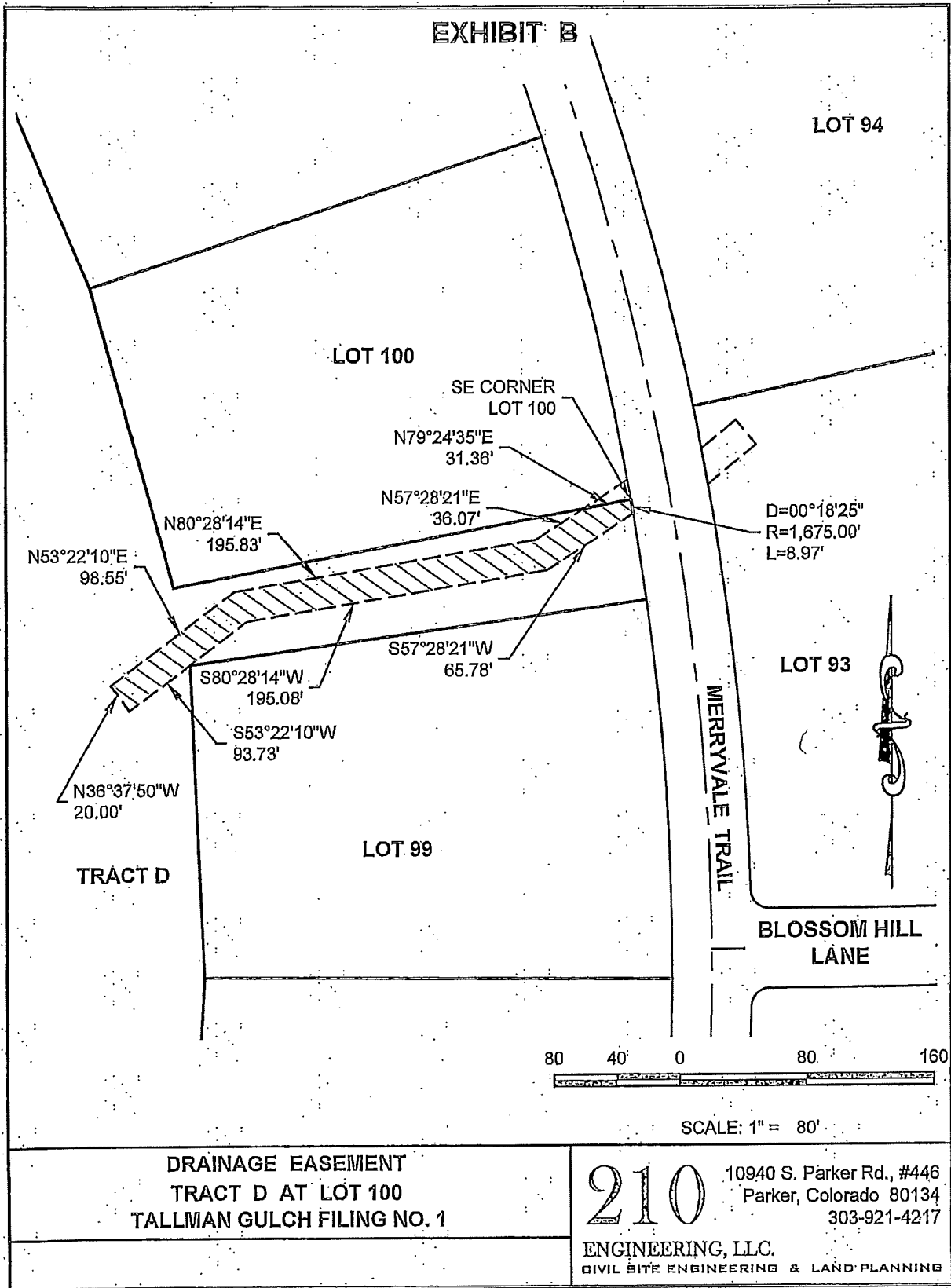
THENCE N53°22'10"E, A DISTANCE OF 98.55 FEET;

THENCE N80°28'14"E, A DISTANCE OF 195.83 FEET;

THENCE N57°28'21"E, A DISTANCE OF 36.07 FEET TO A POINT ON THE SOUTHERLY LOT LINE OF LOT 100;

THENCE ALONG SAID SOUTHERLY LOT LINE N79°24'35"E, A DISTANCE OF 31.36 FEET TO THE POINT OF BEGINNING.





**GRANT OF EASEMENT  
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant; nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.



IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR

By: [Signature]

Title: DIRECTOR

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 8th day of January 2016;

by RANDY ROBERTS as SECRETARY / TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair  
Roger A. Partridge

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

**EXHIBIT A**

Tract F-Lot 71

**LEGAL DESCRIPTION**

LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO

PAGE 1 OF 2

PARCELS OF LAND BEING A PART OF TRACT F, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 'A'**

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 71; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF CANYON WIND POINT WESTERLY, BEING A CURVE CONCAVE TO THE NORTH WITH A CENTRAL ANGLE OF 0°40'58", A RADIUS OF 550.00 FEET AND LENGTH OF 6.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S78°32'59"W, A DISTANCE OF 160.70 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY S07°56'09"E, A DISTANCE OF 34.84 FEET;

THENCE S82°03'51"W, A DISTANCE OF 20.00 FEET;

THENCE N07°56'09"W, A DISTANCE OF 33.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CANYON WIND POINT;

THENCE ALONG SAID RIGHT-OF-WAY N78°32'59"E, A DISTANCE OF 20.04 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 'B'**

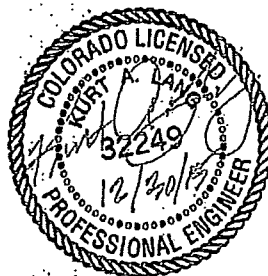
BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 71, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF CANYON WIND POINT N53°50'45"E, A DISTANCE OF 11.68 FEET TO THE TRUE POINT OF BEGINNING;

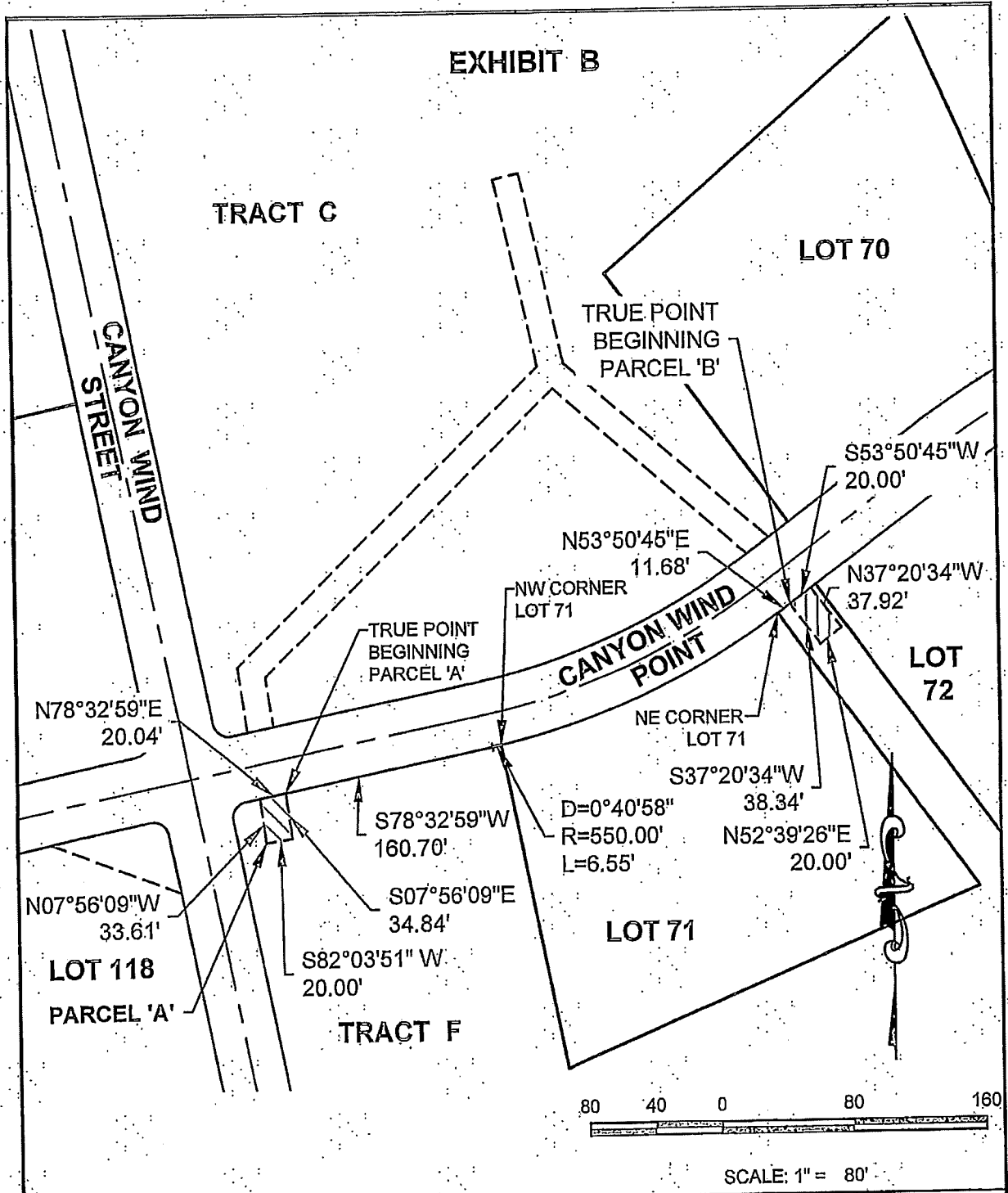
THENCE LEAVING SAID RIGHT-OF-WAY S37°20'34"W, A DISTANCE OF 38.34 FEET;

THENCE N52°39'26"E, A DISTANCE OF 20.00 FEET;

THENCE N37°20'34"W, A DISTANCE OF 37.92 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CANYON WIND POINT;

THENCE ALONG SAID RIGHT-OF-WAY S53°50'45"W, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.





**DRAINAGE EASEMENT  
TRACTS F AT LOT 71  
TALLMAN GULCH SUBDIVISION FILING NO. 1**

**210** 10940 S. Parker Rd., #446  
Parker, Colorado 80134  
303-921-4217

**ENGINEERING, LLC.**  
CIVIL SITE ENGINEERING & LAND PLANNING

57

**GRANT OF EASEMENT  
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR:

By: [Signature]

Title: Director

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of January, 2016,

by Randy Roberts as SECRETARY / TREASURER

of Tallman Gulch Metropolitan District  
(Name of Developer)

(Office) SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair  
Roger A. Partridge

STATE OF COLORADO )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 18th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.  
Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

## EXHIBIT A

Tract C-Lot 70

### LEGAL DESCRIPTION

LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 70; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF CANYON WIND POINT S53°50'45"W, A DISTANCE OF 18.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY N49°24'48"W, A DISTANCE OF 202.86 FEET;

THENCE N12°52'07"W, A DISTANCE OF 145.98 FEET;

THENCE S77°07'53"W, A DISTANCE OF 20.00 FEET;

THENCE S12°52'07"E, A DISTANCE OF 143.62 FEET;

THENCE S46°08'54"W, A DISTANCE OF 320.26 FEET;

THENCE S08°31'28" E, A DISTANCE OF 49.46 FEET TO A POINT ON THE NORTHERLY LINE OF CANYON WIND POINT RIGHT-OF-WAY;

THENCE ALONG SAID RIGHT-OF-WAY N78°32'59"E, A DISTANCE OF 20.03 FEET;

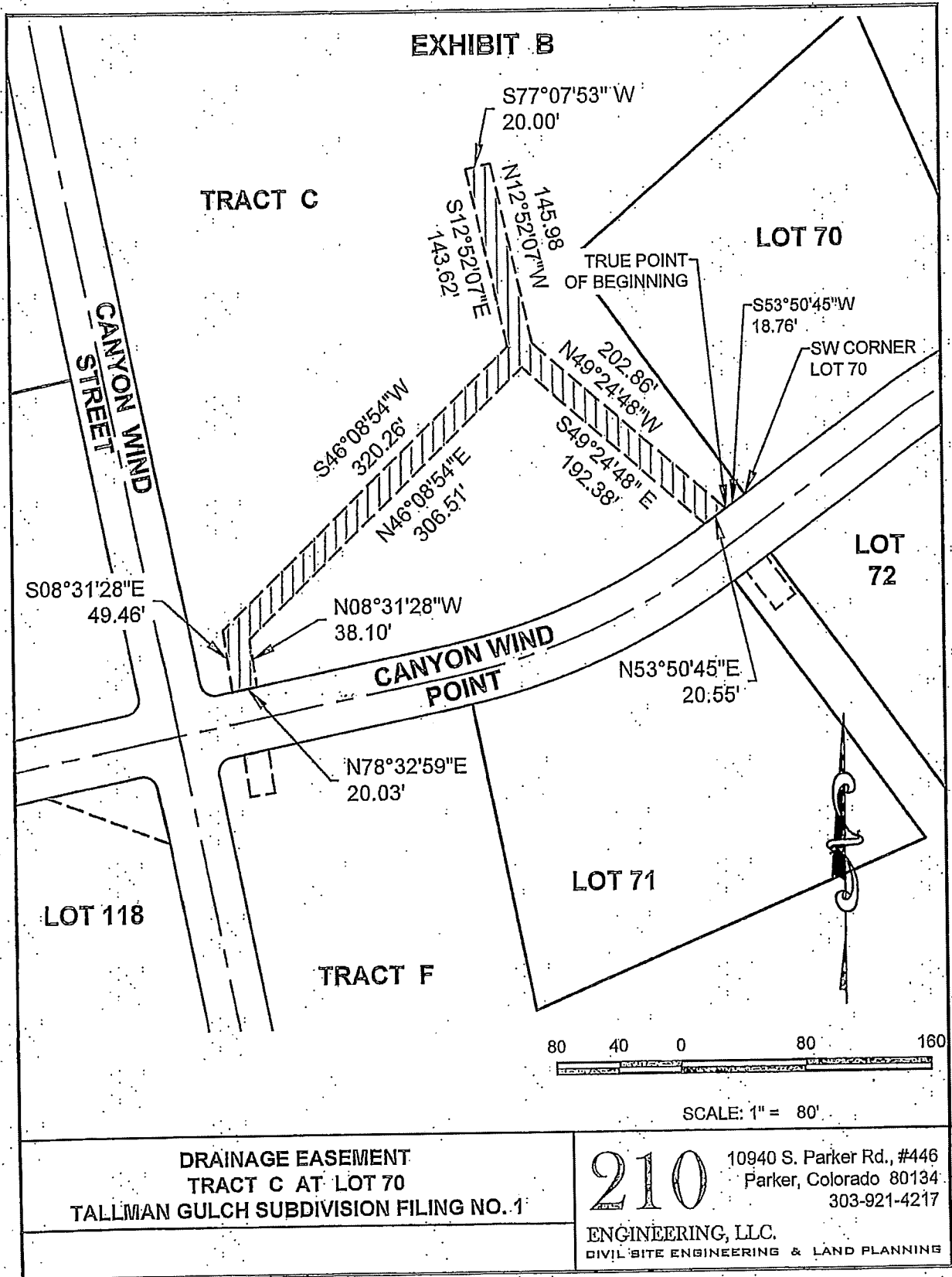
THENCE LEAVING SAID RIGHT-OF-WAY N08°31'28"W, A DISTANCE OF 38.10 FEET;

THENCE N46°08'54"E, A DISTANCE OF 306.51 FEET;

THENCE S49°24'48"E, A DISTANCE OF 192.38 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CANYON WIND POINT;

THENCE ALONG SAID RIGHT-OF-WAY N53°50'45"E, A DISTANCE OF 20.55 FEET TO THE TRUE POINT OF BEGINNING.







**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT** ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR:

By: [Signature]

Title: Director

STATE OF COLORADO )

COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of January 2016,

by Randy Roberts as SECRETARY / TREASURER (Office)

of Tallman Gulch Metropolitan District (Name of Developer)

SANDRA GAIL O'NEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair

Roger Partridge  
STATE OF COLORADO )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

AMY T. WILLIAMS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

**EXHIBIT A**

Tract C-Lot 65

**LEGAL DESCRIPTION**

LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 66, THENCE ALONG THE EASTERLY LOT LINE OF LOT 66, N44°05'47"E, A DISTANCE OF 91.59 FEET;

THENCE LEAVING SAID LOT LINE, N47°26'38"E, A DISTANCE OF 97.86 FEET;

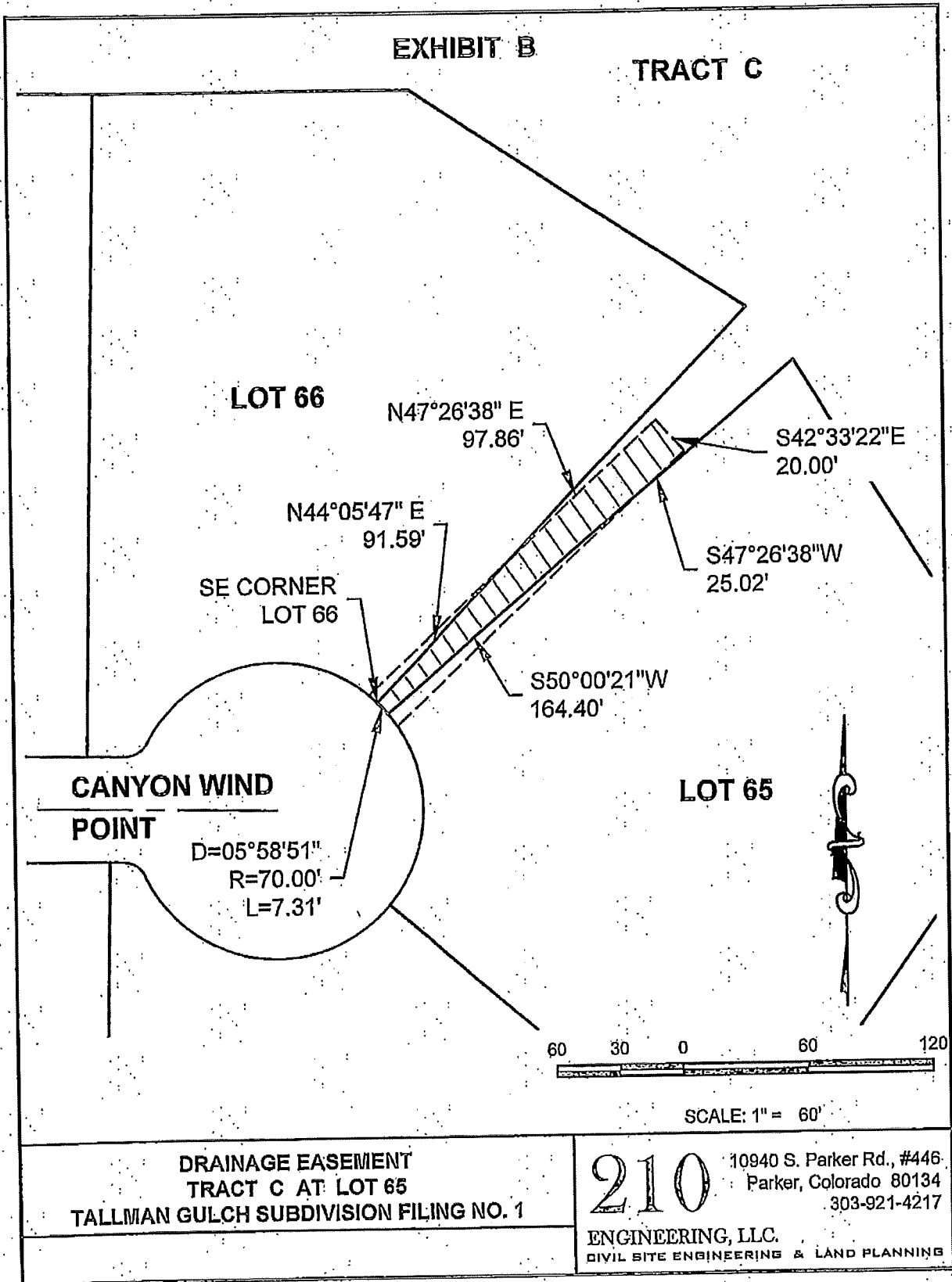
THENCE S42°33'22"E, A DISTANCE OF 20.00 FEET;

THENCE S47°26'38"W, A DISTANCE OF 25.02 FEET TO A POINT ON THE NORTHERLY LOT LINE OF LOT 65;

THENCE ALONG SAID NORTHERLY LOT LINE, S50°00'21"W, A DISTANCE OF 164.40 FEET TO A POINT ON THE RIGHT-OF-WAY OF CANYON WIND POINT;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY BEING A CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 5°58'51", A RADIUS OF 70.00 FEET AND A LENGTH OF 7.31 FEET TO THE POINT OF BEGINNING.





GRANT OF EASEMENT  
STORM DRAINAGE

THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.





EXHIBIT A

Tract C-Lot 46

LEGAL DESCRIPTION

LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF LOT 47, THENCE S04°51'43"E, A DISTANCE OF 264.17 FEET;

THENCE N83°13'05"E, A DISTANCE OF 309.08 FEET;

THENCE S06°46'55"E, A DISTANCE OF 20.00 FEET;

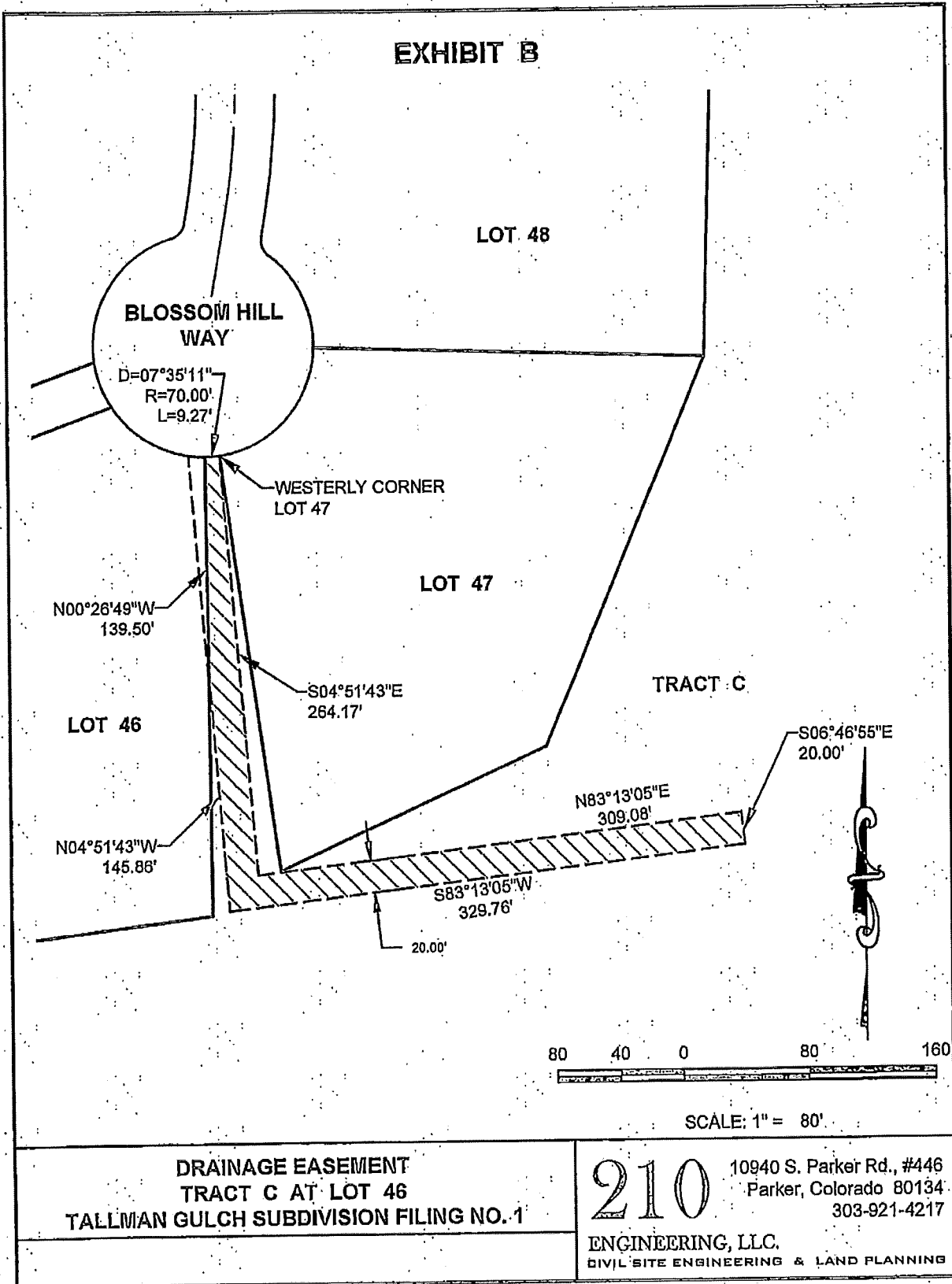
THENCE S83°13'05" W, A DISTANCE OF 329.76 FEET;

THENCE N04°51'43"W, A DISTANCE OF 145.86 FEET TO A POINT ON THE EASTERLY LINE OF LOT 46;

THENCE ALONG SAID EASTERLY LINE, N00°26'49"W, A DISTANCE OF 139.50 FEET TO A POINT ON THE RIGHT-OF-WAY OF BLOSSOM HILL WAY;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY, A CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 7°35'11", A RADIUS OF 70.00 FEET AND A LENGTH OF 9.27 FEET TO THE POINT OF BEGINNING.





**GRANT OF EASEMENT  
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR:

By: [Signature]

Title: Director

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 8th day of January, 2016,

by RANDY ROBERTS as SECRETARY / TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

**SANDRA GAIL O'NEILL**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 18, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair

Roger A. Partridge  
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 18th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

**AMY T. WILLIAMS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

## EXHIBIT A

Tract C Lot 41

### LEGAL DESCRIPTION

LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF LOT 46, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 41;

THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY OF MERRYVALE TRAIL BEING A CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 4°15'10", A RADIUS OF 1,725.00 FEET AND A LENGTH OF 128.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY N63°29'01"E, A DISTANCE OF 65.11 FEET;

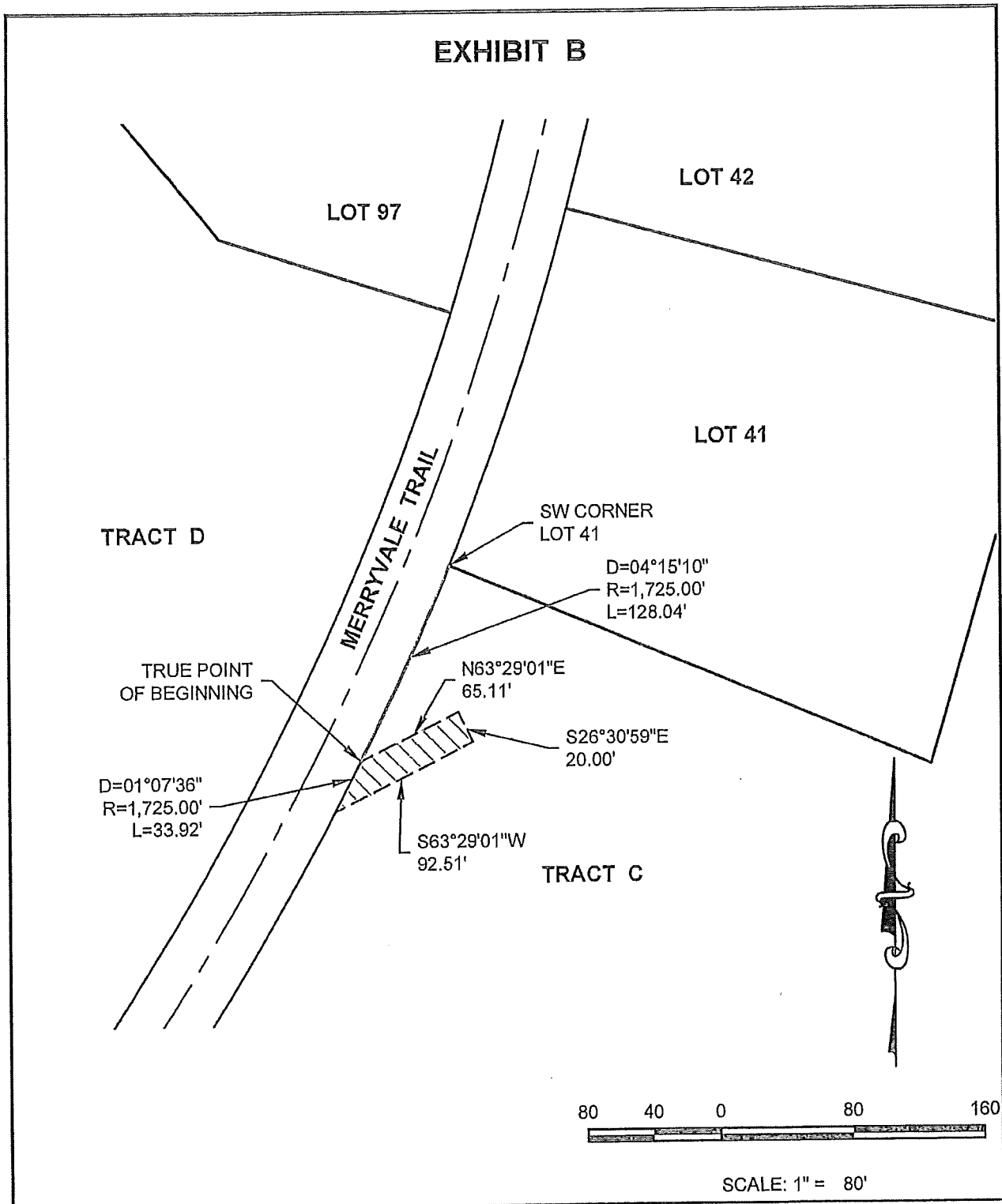
THENCE S26°30'59"E, A DISTANCE OF 20.00 FEET;

THENCE S63°29'01"W, A DISTANCE OF 92.51 FEET TO THE EASTERLY RIGHT-OF-WAY OF MERRYVALE TRAIL;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, BEING A CURVE CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 1°07'36", A RADIUS OF 1,725.00 FEET AND A LENGTH OF 33.92 FEET TO THE TRUE POINT OF BEGINNING.



**EXHIBIT B**



**DRAINAGE EASEMENT  
TRACT C AT LOT 41  
TALLMAN GULCH FILING NO. 1**

**210**

10940 S. Parker Rd., #446  
Parker, Colorado 80134  
303-921-4217

**ENGINEERING, LLC.**

**CIVIL SITE ENGINEERING & LAND PLANNING**

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT ("Grant") is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.**

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.



6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

GRANTOR:

By: [Signature]  
Title: DIRECTOR

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of January, 2016,

by RANDY ROBERTS as SECRETARY / TREASURER  
(Name of Officer) (Office)

of Tallman Gulch Metropolitan District  
(Name of Developer)

**SANDRA GAIL O'NEILL**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114023201  
MY COMMISSION EXPIRES APRIL 18, 2019

My Commission expires: April 19, 2019

Witness my hand and official seal.

[Signature]  
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS,  
STATE OF COLORADO

BY: [Signature]  
DAVID A. WEAVER, Chair  
Roger A. Partridge  
STATE OF COLORADO )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 18th day of April, 2016 by David A. Weaver as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.  
Roger A. Partridge

Witness my hand and official seal.

[Signature]  
Notary Public

**AMY T. WILLIAMS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974000634  
MY COMMISSION EXPIRES 02/08/2017

EXHIBIT A

Tract C-Lot 45

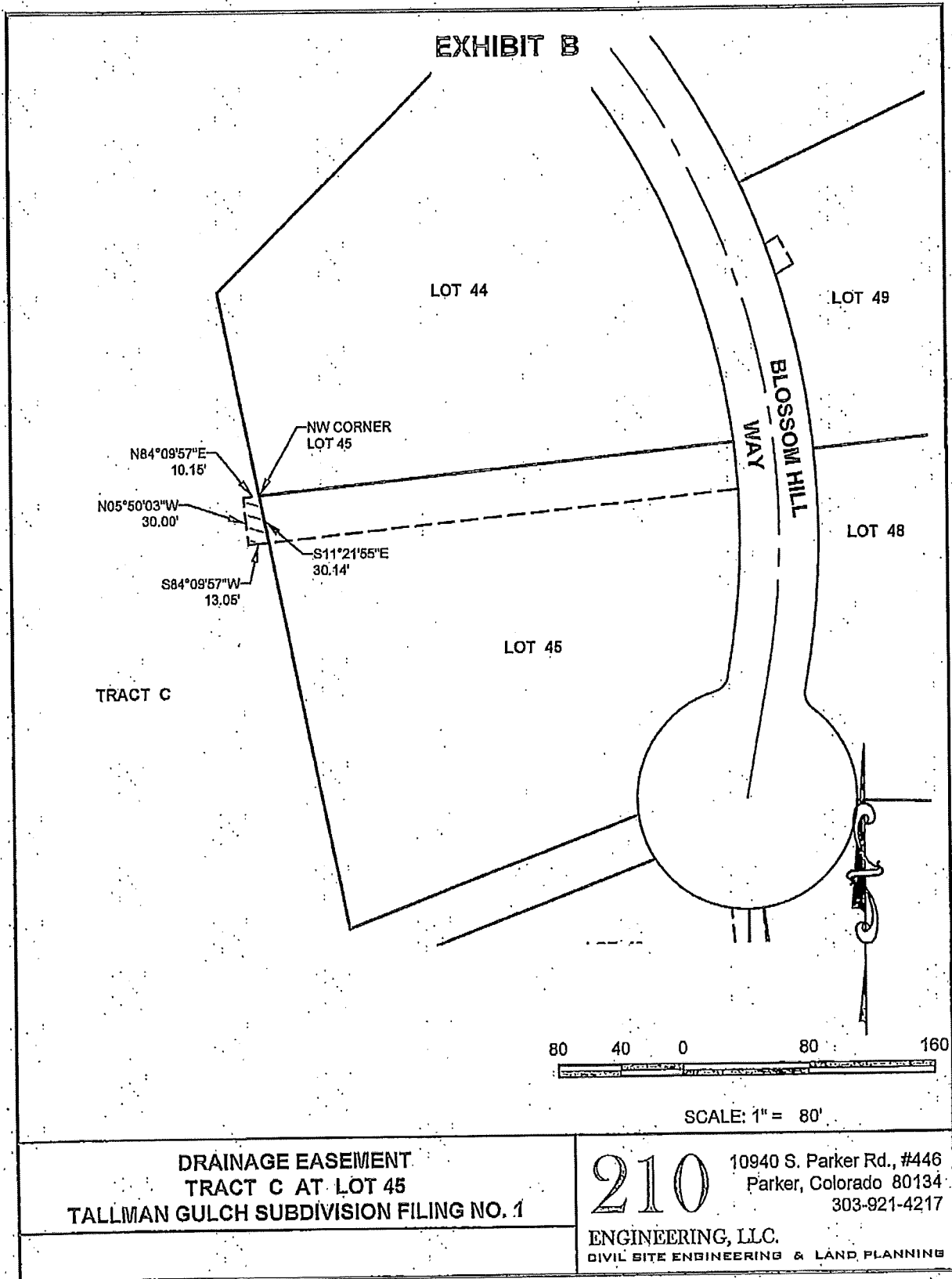
LEGAL DESCRIPTION

LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M., COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 45, THENCE ALONG THE WESTERLY LOT LINE OF SAID LOT 45, S11°21'55"E, A DISTANCE OF 30.14 FEET;  
THENCE LEAVING SAID WESTERLY LOT LINE, S84°09'57"W, A DISTANCE OF 13.05 FEET;  
THENCE N05°50'03"W, A DISTANCE OF 30.00 FEET;  
THENCE N84°09'57"E, A DISTANCE OF 10.15 FEET TO THE POINT OF BEGINNING.





**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT ("Grant")** is given this 8<sup>th</sup> day of January, 2016 by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), with its principal office at 100 Third Street, Castle Rock, CO 80104.

The parties hereby covenant and agree as follows:

1. **Easement Property.** The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and substantially as depicted on Exhibit B, attached hereto and incorporated herein, which real property is owned by Grantor.

2. **Consideration.** Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of constructing, reconstructing, operating, maintaining, repairing, replacing or removing storm drainage improvements. Grantee shall be responsible for the construction, reconstruction, operation, maintenance, repair, replacement or removal of all storm drainage improvements, including inlets, pipes, culverts, channels, ditches, hydraulic structures and detention basins located within the Easement. Grantee shall provide ten (10) days advance written notice to Grantor of its intention or, at the direction of Grantee, a third party's intention, to construct, reconstruct, replace or remove any storm drainage improvements located upon the Easement Property. In the event of an emergency, Grantee may construct, reconstruct, repair, remove or replace any storm drainage improvement without advance approval of Grantor, provided that such construction, reconstruction, repair, removal or replacement is as limited in scope as may be reasonably determined to be necessary to effectively respond to such emergency.

4. **Restoration.** Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

5. **Retained Rights of Grantor.** Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee in this Grant. It is also understood by Grantee that the Grantor may in the future desire to modify or eliminate the storm drainage improvements covered by this Easement. Such a modification or elimination shall not be realized until written approval is obtained from Grantee, which approval shall not be unreasonably withheld. Upon such approval, both Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

7. Annual Appropriation. Any financial obligations imposed on Grantee by this Grant are subject to annual appropriation, pursuant to C.R.S. Section 29-1-110.

8. Miscellaneous Provisions.

a. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

b. Runs With Land. The rights and responsibilities set forth in this Grant are intended to be covenants upon the Easement Property and are to run with the land.

c. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

d. Entire Agreement. This Grant constitutes the entire agreement between the parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect. This Grant may not be modified, except by a writing executed by both parties.

e. No Waiver. No waiver of any of the provisions of this Grant shall be deemed to constitute a waiver of any other of the provisions of this Grant, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

f. Severability. The invalidity or unenforceability of any portion or provision of this Grant shall not affect the validity or enforceability of any other portion or provision. If any provision of this Grant or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Grant that can be given effect without the invalid provision or application, and to this end, the provisions of this Grant and each and every provision thereof, are declared to be severable.

g. Counterpart Execution. This Grant may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. No Third Party Beneficiary. The parties enter into this Grant for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Grant.

i. Recording. This Grant shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.



**EXHIBIT A**

Tract C-Lot 51

**LEGAL DESCRIPTION**

LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO  
PAGE 1 OF 2

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 44; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF BLOSSOM HILL WAY, BEING A CURVE CONCAVE TO THE SOUTH WITH A CENTRAL ANGLE OF 1°56'43", HAVING A RADIUS OF 475.00 FEET, A DISTANCE OF 16.13 FEET, THENCE N47°50'49"W, A DISTANCE OF 32.18 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT-OF-WAY, S39°55'25"W, A DISTANCE OF 76.37 FEET;

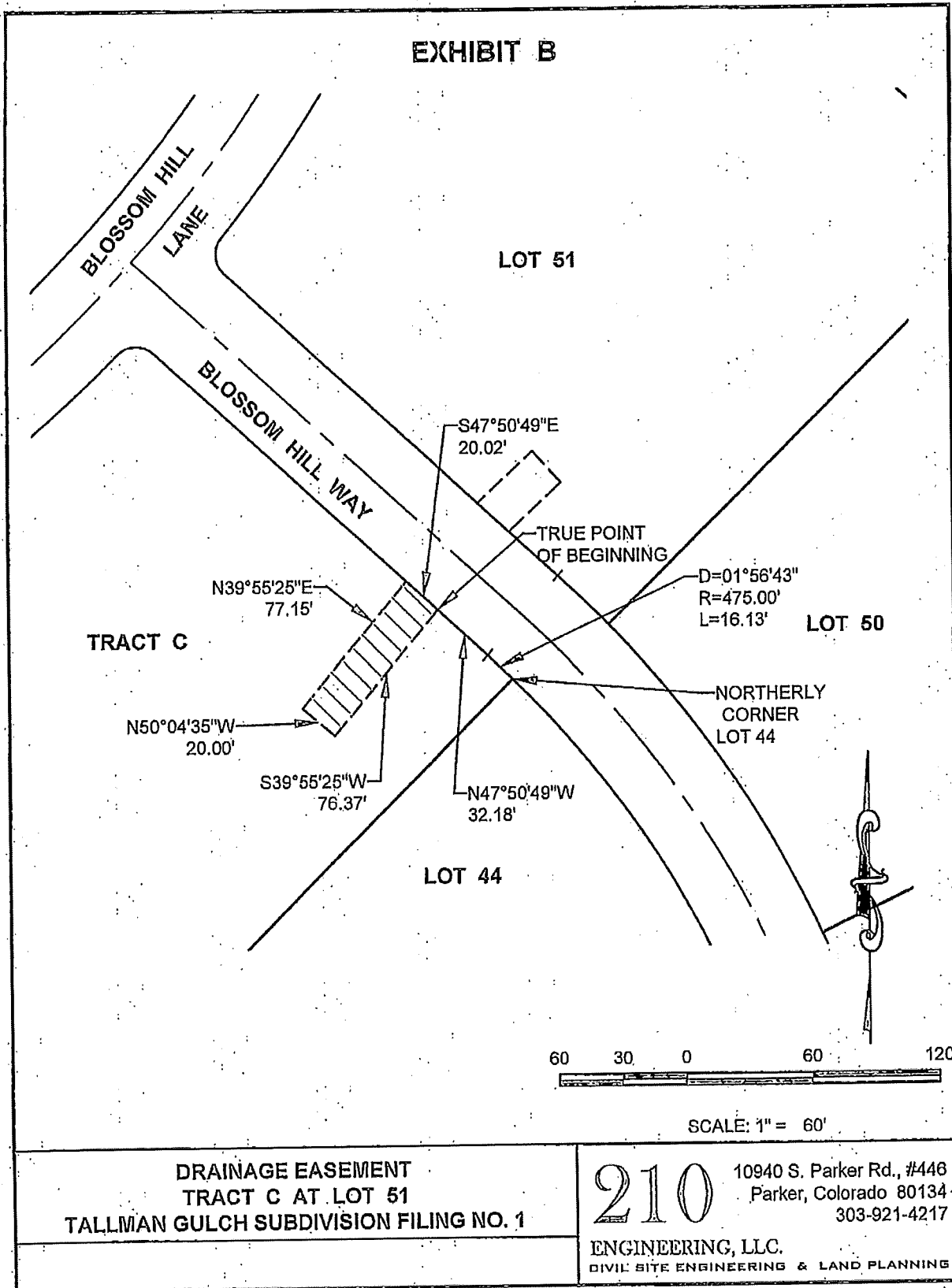
THENCE N50°04'35"W, A DISTANCE OF 20.00 FEET;

THENCE N39°55'25"E, A DISTANCE OF 77.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BLOSSOM HILL WAY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY S47°50'49"E, A DISTANCE OF 20.02 FEET TO THE TRUE POINT OF BEGINNING.







## 50-FOOT NON-EXCLUSIVE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated this 7<sup>th</sup> day of June, 2016, by TALLMAN GULCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), with its principal office at c/o CRS of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, Colorado 80111, and the PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision having an address at 18100 E. Woodman Drive, Parker, Colorado, 80134 (each a "Party" and collectively the "Parties").

WHEREAS, Grantee desires to install water and sewer pipelines and related facilities and appurtenances ("Improvements") in or upon certain real property owned by Grantor and situated in Douglas County, Colorado, which real property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (along with appurtenances thereto, the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW THEREFORE, for the consideration of \$10.00 paid to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a non-exclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance, repair, removal, and abandonment in place, of the Improvements required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's exercise of Grantee's easement rights set forth herein, provided that Grantee shall use existing roadways to the extent available and shall clean, cure and correct, as may be reasonably necessary, any property located adjacent to the Easement Property owned or maintained by the Grantor that may be damaged by such ingress and egress activities in accordance with Section 2.A, *infra*.

2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

A. Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands, including but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct

such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense.

B. In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner. Upon completion of any of its activities that disturb the surface of the Easement Property, Grantee shall, at its expense, restore the Easement Property to substantially the condition it was in immediately prior to the initiation of such activities or subsequent restoration, except as otherwise provided herein or as necessarily modified to accommodate the Improvements.

C. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property. Any hazardous, toxic or flammable substances use by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the Improvements shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

### 3. Grantor's Covenants.

A. Grantor covenants and agrees that during the term of this Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

B. To the fullest extent permitted by applicable law:

- i. Grantor hereby warrants title to the easement herein granted and conveyed to Grantee; and
- ii. Grantor warrants that that the Easement Property is free and clear of all liens and encumbrances; and
- iii. Grantor agrees to protect and defend the title of the Grantee to the Easement Property from and against all persons whomsoever.

C. Grantor warrants and guarantees that it has the power and authority to grant the easement created by this Agreement.

### 4. Retained Rights of Grantor.

A. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to

Grantee pursuant to this Agreement. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee.

B. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the Improvements, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the Improvements, subject to Grantee's specifications.

5. Indemnification of Grantee by Grantor. Grantor agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee, any directors, officers employees and agents of Grantee, and any successors or assigns of Grantee, from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein. Grantee understands and acknowledges that it has been advised that Colorado law does not currently enforce indemnity clauses entered into by Colorado local governments in contracts. Grantor is a Colorado local government under applicable Colorado law and is not providing any assurance or warranty that the indemnification provided herein would be enforced in any Colorado court or in any proceeding under Colorado law.

6. Miscellaneous.

A. Subjacent and Lateral Support. Grantor and Grantee shall each have the right of subjacent and lateral support for the Easement Property; neither Grantor nor Grantee shall take any action that would impair the lateral or subjacent support for the Easement Property.

B. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Property and are to run with the land.

C. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive venue for any action relating to this Agreement shall be with the District Court of Douglas County, Colorado.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

E. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any

provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

G. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

H. No Third Party Beneficiary. The Parties enter into this Agreement for the sole benefit of the Parties, to the exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Agreement.

I. Recording. This Agreement shall be recorded in the official records of the Douglas County Clerk and Recorder upon full execution.

J. Annual Appropriation. Any financial obligations imposed upon Grantee and Grantor by this Agreement are subject to annual appropriation and budget approval, pursuant to C.R.S. Section 29-1-110, as amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

*[Remainder of Page Intentionally Blank - Signatures on Following Page]*

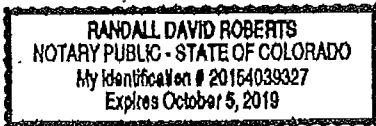
**GRANTOR:**

By: [Signature]  
Tim Craft, President of Tallman Gulch Metropolitan District

STATE OF COLORADO )  
 ) ss  
COUNTY OF DENVER )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 31 day of May, 2016, by Tim CRAFT, as President of Tallman Gulch Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado .

WITNESS my hand and official seal.



My commission expires: 10/5/19  
[Signature]  
Notary Public

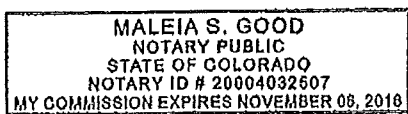
**GRANTEE:**

By: [Signature]  
Ron R. Redd, District Manager

STATE OF COLORADO )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7 day of June, 2016, by Ron R. Redd as Manager of the Parker Water and Sanitation District, a Colorado special district and political subdivision.

WITNESS my hand and official seal.



My commission expires: 11-08-2018  
[Signature]  
Notary Public

EXHIBIT A

The Easement Property

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE SOUTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 41, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTHEASTERLY LOT LINE OF SAID LOT 41, S67°27'56"E, A DISTANCE OF 314.55 FEET TO THE SOUTHERLY CORNER OF SAID LOT 41;

THENCE N65°25'48"E, A DISTANCE OF 524.56 FEET;

THENCE N69°29'55"E, A DISTANCE OF 2.92 FEET TO THE SOUTHWEST CORNER OF LOT 45;

THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 45, N69°29'55"E, A DISTANCE OF 198.37 FEET TO THE RIGHT OF WAY OF BLOSSOM HILL WAY;

THENCE ALONG SAID RIGHT OF WAY OF BLOSSOM HILL WAY, A CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 24°44'50", A RADIUS OF 70.00 FEET AND A LENGTH OF 30.23 FEET TO THE NORTHERLY CORNER OF LOT 46;

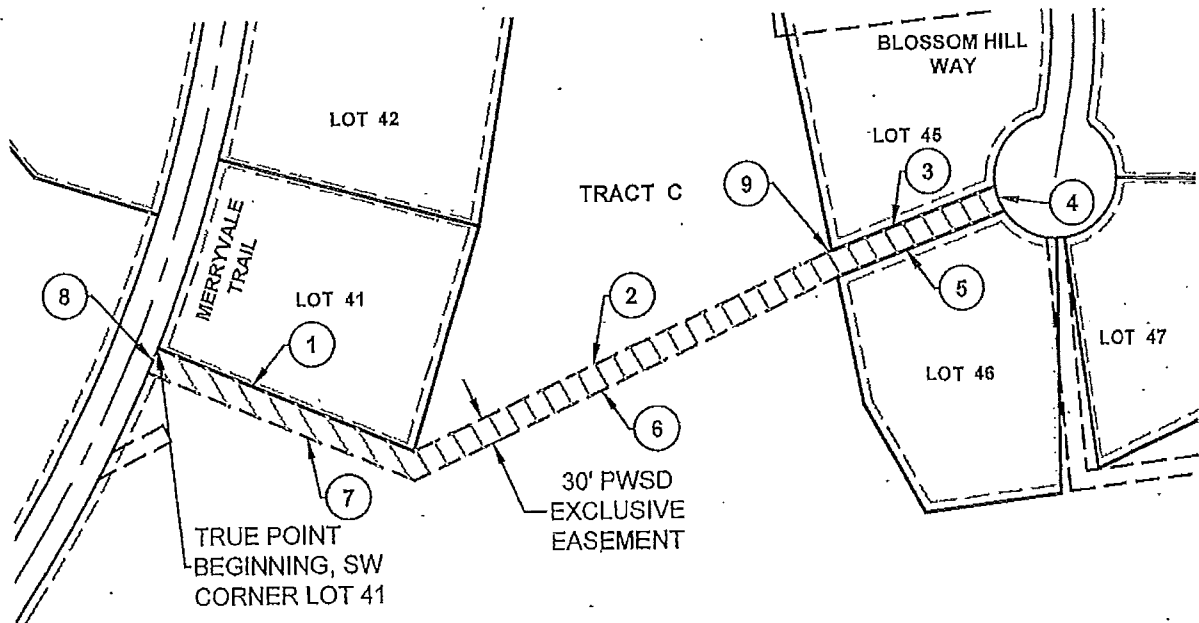
THENCE LEAVING SAID RIGHT OF WAY, ALONG THE NORTHERLY LOT LINE OF SAID LOT 46, S69°29'55"W, A DISTANCE OF 200.22 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 46;

THENCE S65°25'48"W, A DISTANCE OF 536.58 FEET;

THENCE N67°27'56"W, A DISTANCE OF 327.89 FEET TO THE RIGHT OF WAY OF MERRYVALE TRAIL;

THENCE ALONG SAID RIGHT OF WAY OF MERRYVALE TRAIL, A CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 0°59'47", A RADIUS OF 1,725.00 FEET AND A LENGTH OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.





- ① S67°27'56"E 314.55'
- ② N65°25'48"E 524.56'
- ③ N69°29'55"E 198.37'
- ④ D=24°44'50", R=70.00', L=30.23'
- ⑤ S69°29'55"W 200.22'
- ⑥ S65°25'48"W 536.58'
- ⑦ N67°27'56"W 327.89'
- ⑧ D=0°59'47", R=1725.00', L=30.00'
- ⑨ N69°29'55"E 2.92'



SCALE: 1" = 200'

**DRAINAGE EASEMENT  
TRACT C AT LOT 46  
TALLMAN GULCH SUBDIVISION FILING NO. 1**

**210** 10940 S. Parker Rd., #446  
Parker, Colorado 80134  
303-921-4217  
**ENGINEERING, LLC.**  
CIVIL SITE ENGINEERING & LAND PLANNING

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF TRACT C, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

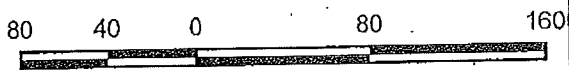
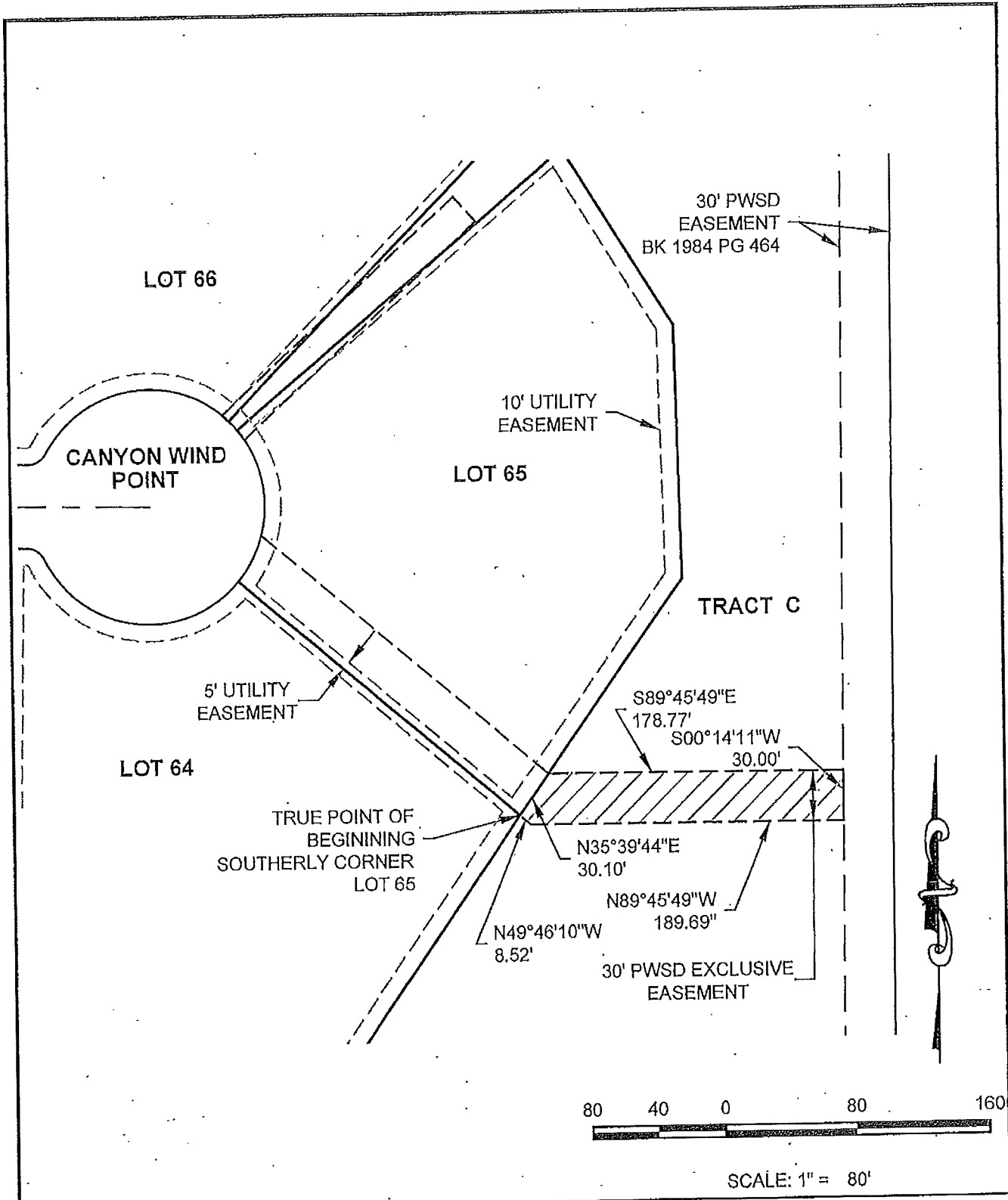
COMMENCING AT THE SOUTHERLY CORNER OF LOT 65, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTHEASTERLY LOT LINE OF SAID LOT 65, N35°39'44"E, A DISTANCE OF 30.10 FEET;

THENCE LEAVING SAID LOT LINE, S89°45'49"E, A DISTANCE OF 178.77 FEET TO AN EASEMENT FOR PARKER WATER AND SANITATION DISTRICT RECORDED IN BOOK 1984, PAGE 464;

THENCE SOUTHERLY ALONG SAID EASEMENT LINE, S00°14'11"W, A DISTANCE OF 30.00 FEET;

THENCE LEAVING SAID EASEMENT LINE, N89°45'49"W, A DISTANCE OF 189.69 FEET;

THENCE N49°46'10"W, A DISTANCE OF 8.53 FEET TO THE SOUTHERLY CORNER OF SAID LOT 65, POINT ALSO BEING THE TRUE POINT OF BEGINNING.



SCALE: 1" = 80'

PWSD WATER LINE EASEMENT  
 TRACT C  
 TALLMAN GULCH SUBDIVISION FILING NO. 1

**210** 10940 S. Parker Rd., #446  
 Parker, Colorado 80134  
 303-921-4217  
 ENGINEERING, LLC.  
 CIVIL, SITE ENGINEERING & LAND PLANNING

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF TRACT D, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 104, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE NORTHERLY LOT LINE OF SAID LOT 104, N66°50'02"W, A DISTANCE OF 323.89 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 104;

THENCE N66°50'02"W, A DISTANCE OF 30.19 FEET;

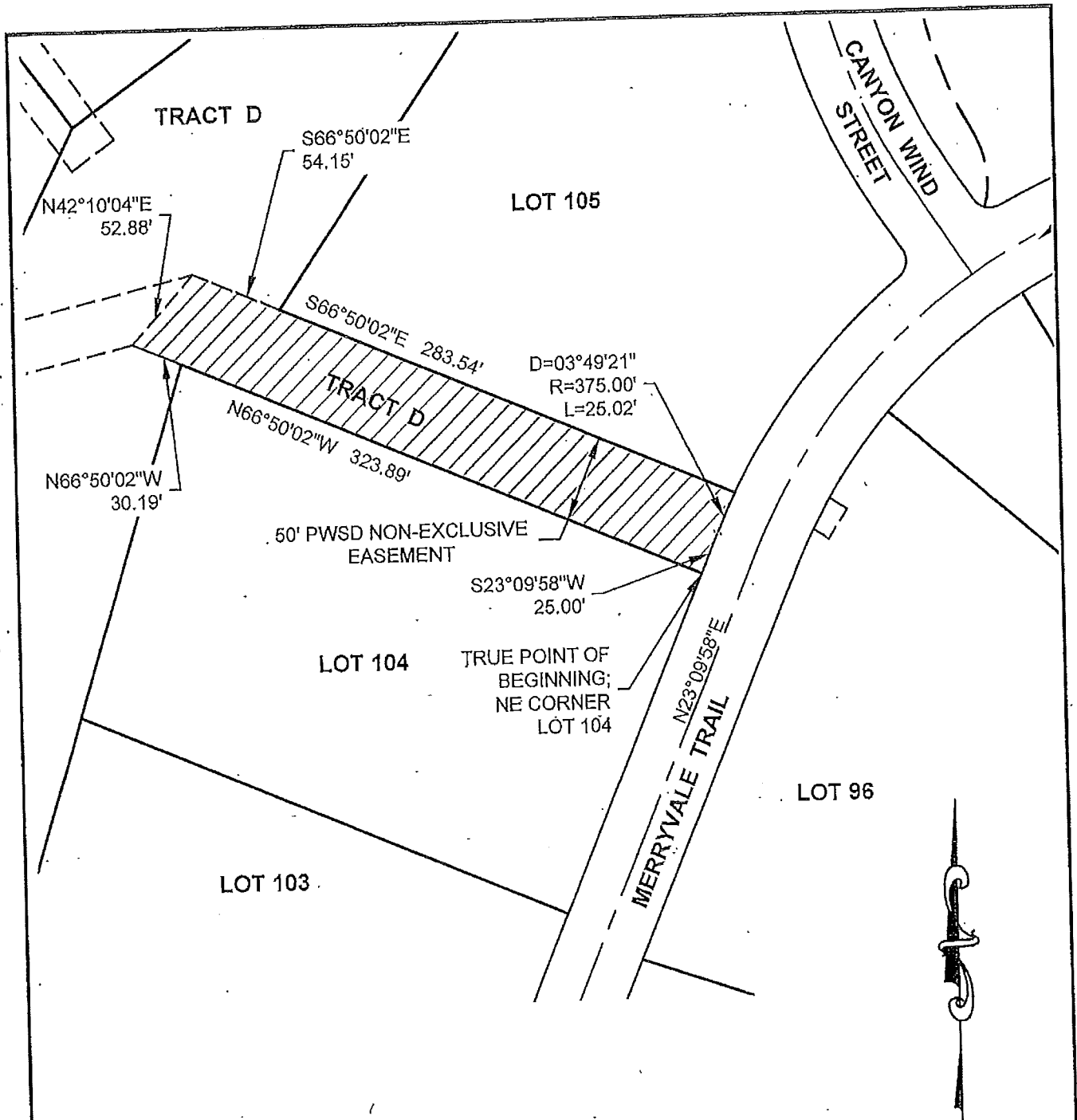
THENCE N42°10'04"E, A DISTANCE OF 52.88 FEET;

THENCE S66°50'02"E, A DISTANCE OF 54.15 FEET TO THE SOUTHWESTERLY CORNER OF LOT 105;

THENCE ALONG THE SOUTHERLY LOT LINE OF SAID LOT 105, S66°50'02", A DISTANCE OF 283.54 FEET TO THE RIGHT OF WAY OF MERRYVALE TRAIL;

THENCE ALONG SAID RIGHT OF WAY OF MERRYVALE TRAIL, ALONG A CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 03°49'21", A RADIUS OF 375.00 FEET AND A LENGTH OF 25.02 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, S23°09'58"W, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.



SCALE: 1" = 80'

PWSD WATER LINE EASEMENT  
TRACT D AT LOT 105  
TALLMAN GULCH FILING NO. 1

**210** 10940 S. Parker Rd., #446  
Parker, Colorado 80134  
303-921-4217

ENGINEERING, L.L.C.  
CIVIL SITE ENGINEERING & LAND PLANNING

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF TRACT D, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEIPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 109, THENCE ALONG THE RIGHT OF WAY OF CANEROS COURT, N07°13'50"W, A DISTANCE OF 30.00 FEET, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 108;

THENCE LEAVING SAID RIGHT OF WAY, ALONG THE SOUTHERLY LOT LINE OF SAID LOT 108, S82°46'10"E, A DISTANCE OF 269.64 FEET TO THE SOUTHEREASTERLY CORNER OF SAID LOT 108;

THENCE S82°46'10"E, A DISTANCE OF 12.77 FEET;

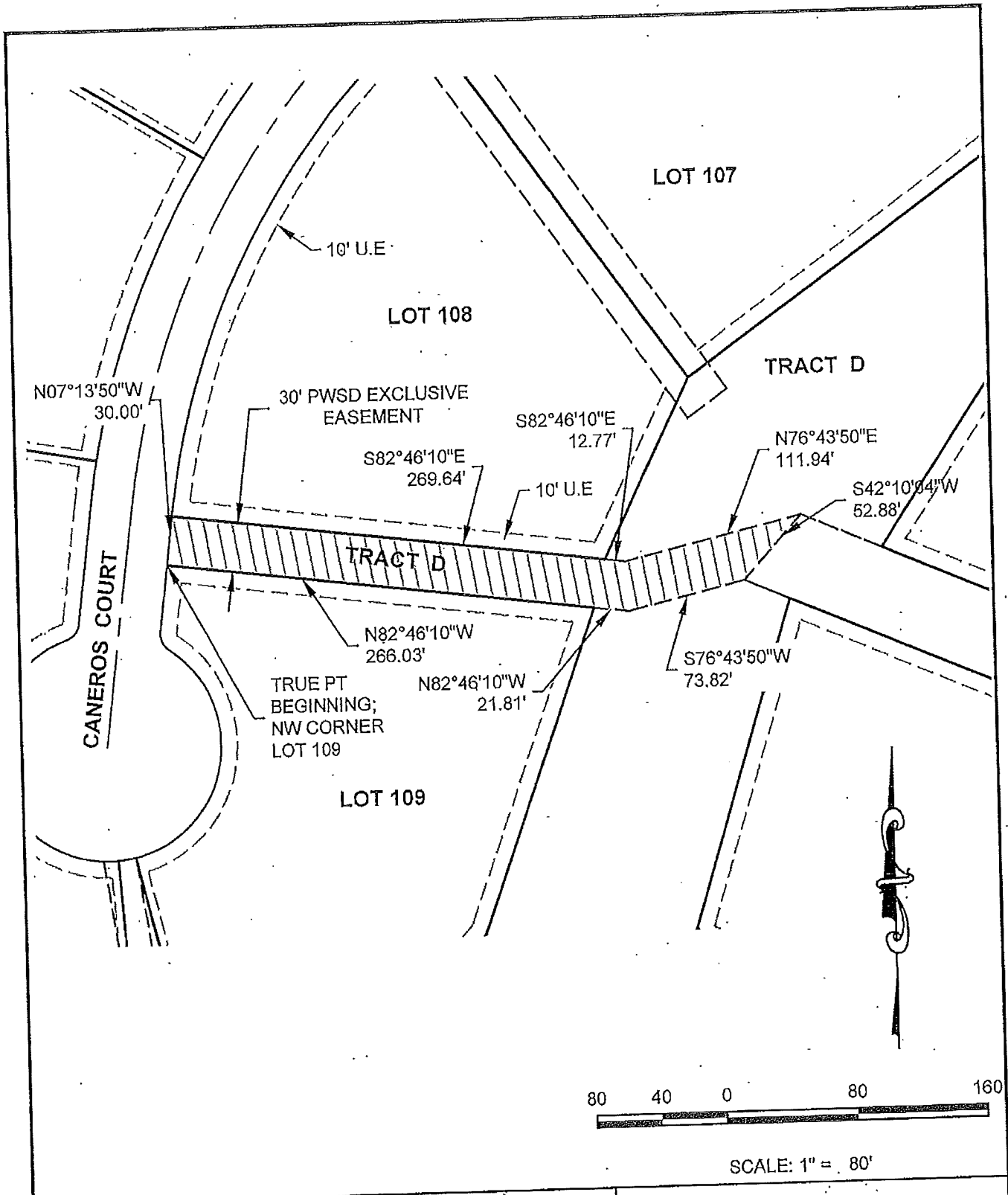
THENCE N76°43'50"E, A DISTANCE OF 111.94 FEET;

THENCE S42°10'04"W, A DISTANCE OF 52.88 FEET;

THENCE S76°43'50"W, A DISTANCE OF 73.82 FEET

THENCE N82°46'10"W, A DISTANCE OF 21.81 FEET TO THE NORTHEASTERLY LOT CORNER OF LOT 109;

THENCE ALONG THE NORTHERLY LOT LINE OF LOT 109, N82°46'10"W, A DISTANCE OF 266.03 TO THE NORTHWESTERLY CORNER OF SAID LOT 109, POINT ALSO BEING THE TRUE POINT OF BEGINNING.



**PWSD WATER LINE EASEMENT**  
**TRACT D AT LOT 109**  
**TALLMAN GULCH FILING NO. 1**

**210** 10940 S. Parker Rd., #446  
 Parker, Colorado 80134  
 303-921-4217  
**ENGINEERING, LLC.**  
 CIVIL SITE ENGINEERING & LAND PLANNING

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF TRACT G, TALLMAN GULCH, FILING NO. 1, RECORDED AT RECEPTION NO. 2006046645, DOUGLAS COUNTY RECORDS AND LOCATED IN THE NORTH ½ OF SECTION 31, T6S, R65W OF THE 6<sup>TH</sup> PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF LOT 119, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE NORTHLY PROPERTY LINE OF SAID LOT 119, S62°39'07"W, A DISTANCE OF 286.33' TO THE NORTHWEST CORNER OF SAID LOT 119,

THENCE ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 119, S12°11'05"E, A DISTANCE OF 178.97' TO THE SOUTHWESTERLY CORNER OF SAID LOT 119,

THENCE S02°34'42"W, A DISTANCE OF 159.64' TO THE BOUNDARY OF TRACT G,  
THENCE WESTERLY ALONG SAID BOUNDARY, N89°15'33"W, A DISTANCE OF 30.02',

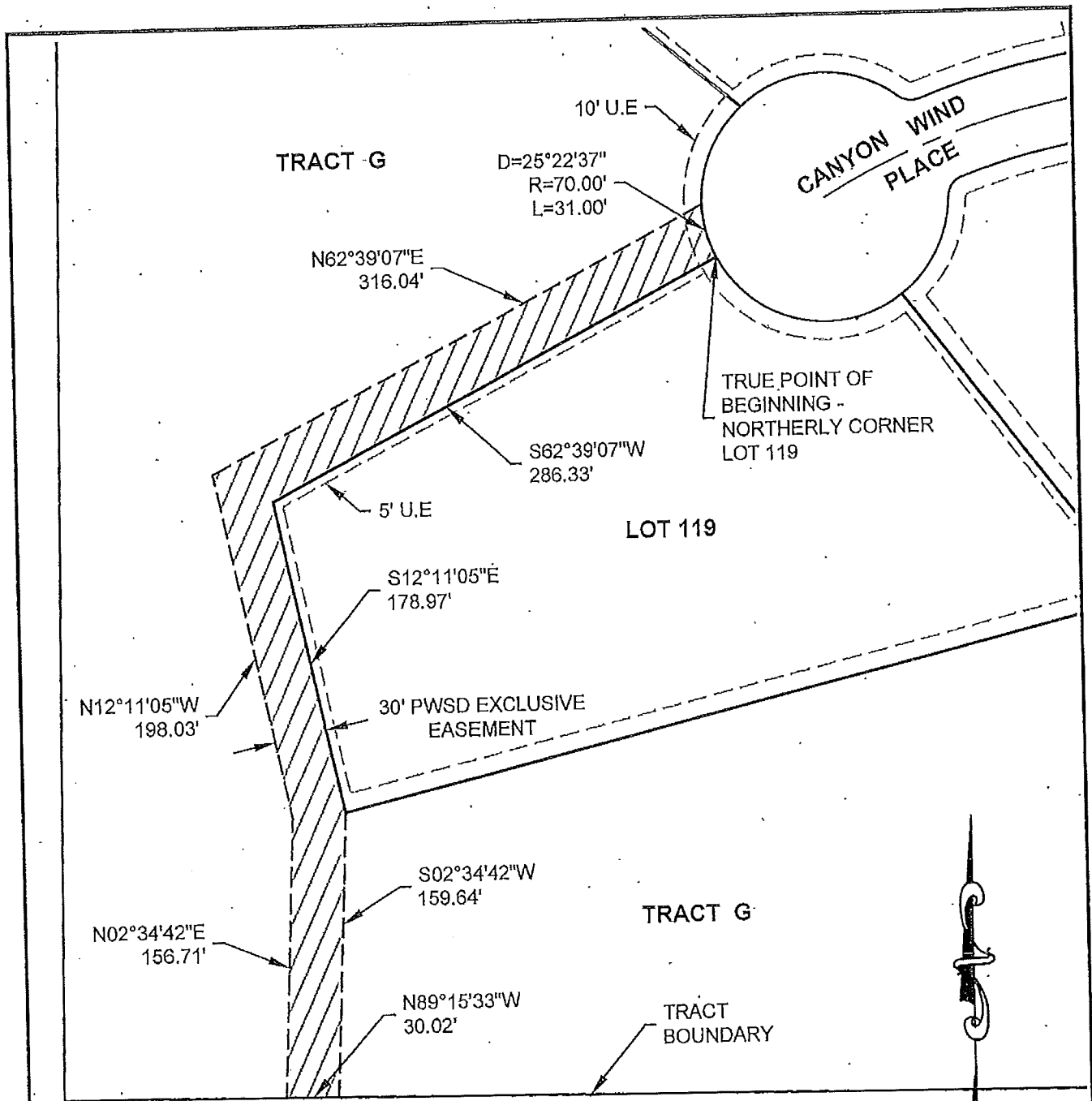
THENCE LEAVING SAID TRACT BOUNDARY, N02°34'42"E, A DISTANCE OF 156.71',

THENCE N12°11'05"W, A DISTANCE OF 198.03',

THENCE N62°39'07"E, A DISTANCE OF 316.04' TO THE RIGHT OF WAY OF CANYON WIND PLACE,

THENCE ALONG A CURVE OF THE SAID RIGHT OF WAY, CONCAVE TO THE EAST, HAVING A CENTRAL ANGLE OF 25°22'37", A RADIUS OF 70.00 FEET AND A LENGTH OF 31.00 FEET TO THE TRUE POINT OF BEGINNING.





SCALE: 1" = 80'

**PWSD WATER LINE EASEMENT  
 TRACT G AT LOT 119  
 TALLMAN GULCH FILING NO. 1**

**210** 10940 S. Parker Rd., #446  
 Parker, Colorado 80134  
 303-921-4217

**ENGINEERING, LLC.**  
 CIVIL SITE ENGINEERING & LAND PLANNING

**Exhibit K**  
**Annual Report Requirements**

The District shall be responsible for submitting an annual report to the County no later than (date) of each year. The annual report shall conform to the following format:

Name of District

Year ANNUAL REPORT

(For Activities Completed in Year, and With Information About Prospective Years)

- I. District Description - General Information
  - a. Board members, officers' titles, and terms
  - b. Changes in board membership in past year
  - c. Name and address for official District contact
  - d. Elections held in the past year and their purpose
  
- II. Boundary changes for the report year and proposed changes for the coming year
  
- III. List of intergovernmental agreements (existing or proposed) and a brief description of each detailing the financial and service arrangements
  - a. Contracts for operations, debt, and other contractual obligations with sub-districts or operating and taxing districts
  - b. Reimbursement agreements with developers and/or builders for advances to fund capital costs and administrative/operational and maintenance costs of the District
  
- IV. Service Plan
  - a. List and description of services authorized in Service Plan
  - b. List and description of facilities authorized in Service Plan
  - c. List and description of any extraterritorial services, facilities, and agreements

V. Development Progress

- a. Indicate the estimated year of build-out, as set forth in the Service Plan
- b. List the services provided with the date service began compared to the date authorized by the Service Plan
- c. List changes made to the Service Plan, including when the change was authorized, when it was implemented or is expected to be implemented
- d. List facilities to be acquired or constructed or leased back as set forth in the Service Plan and compare the date of completion or operation with the date authorized by the Service Plan
- e. List facilities not completed. Indicate the reason for incompleteness and provide a revised schedule, if any
- f. List facilities currently under construction with the percentage complete and an anticipated date of completion
- g. Indicate the population of the District for the previous five (5) years and provide population projections for the next five (5) years
- h. List the planned number of housing units by type and the number of commercial and industrial properties with respective square footage and anticipated dates of completion/operation. Compare the completed units and completed commercial and industrial properties to the amount planned in the Service Plan.
- i. List any enterprises created by and/or operated by or on behalf of the District, and summarize the purpose of each

VI. Financial Plan and Financial Activities

- a. Provide a copy of the audit or exemption from the audit for the reporting year.
- b. Provide a copy of the budget, showing the reporting and previous years.
- c. Show revenues and expenditures of the District for the previous five (5) years and provide projections for the next five (5) years. Include any non-District or non-governmental financial support. Include and list individually all fees, rates, tolls, etc., with a summary of the purpose of

- each. Show other miscellaneous tax revenue, such as specific ownership taxes. For the same period, show actual and projected mill levies by purpose (showing mill levies for each individual general obligation, revenue-based obligation, or contractual obligation).
- d. List all debt that has been issued, including all individual issuances with a schedule of service until the debt is retired
  - e. List individually all authorized but unissued debt, including the purpose, ballot issue letter designation and election date, and amounts authorized and unissued
  - f. List the total amount of debt issued and outstanding as of the date of the annual report and compare to the maximum authorized debt level as set forth in the Service Plan
  - g. Enterprises of the District
    - i. Include revenues of the enterprise, showing both direct support from the District and all other sources
    - ii. Include expenses of the enterprise, showing both direct payments to the District and all other obligations
  - h. Detail contractual obligations
    - i. Describe the type of obligation, current year dollar amount, and any changes in the payment schedule, e.g. balloon payments.
    - ii. Report any inability of the District to pay current obligations that are due within the current budget year
    - iii. Describe any District financial obligations in default
  - i. Actual and Assessed Valuation History
    - i. Report the annual actual and assessed valuation for the current year and for each of seven (7) years prior to current year
    - ii. For each year, compare the certified assessed value with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the certified value.

- j. Mill Levy History
  - i. Report the annual mill levy for the current year and for each of the seven (7) years prior to current year. Break the mill levies out by purpose (e.g., debt issuance and operations and maintenance)
  - ii. For each year, compare the actual mill levy with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the actual mill levies.
- k. Miscellaneous Taxes History
  - i. Report the annual miscellaneous tax revenue for the current year and for each of the seven (7) years prior to the current year. Break the tax revenue out by purpose (e.g., general operations, revenue-based obligations, debt by issue, contractual obligations, other)
  - ii. For each year, compare the actual miscellaneous tax revenue with the Service Plan estimate for that year (if provided in Plan). If the Service Plan estimates are not available, indicate the same and report the actual taxes.
- l. Estimated Assessed Valuation of District at 100% Build-Out
  - i. Provide an updated estimate and compare this with the Service Plan estimate.
- m. Estimated Amount of Additional General Obligation Debt to be Issued by the District between the End of Current Year and 100% Build-Out.
  - i. Provide an updated estimate based on current events. Do not include refunding bonds.

**Exhibit L**  
**District Court Decree**



GRANTED  
Received

JUL 13 2006

The moving party is hereby ORDERED to provide a copy of this Order to any parties who have entered an appearance in this action within 10 days from the date of this order.

*Paul A. King*

Paul A. King  
District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, DOUGLAS COUNTY, COLORADO

Court Address: Douglas County Justice Center  
4000 Justice Way, Suite 2009  
Castle Rock, CO 80104

FILED Document  
CO Douglas County District Court 18th JD  
Filing Date: May 15 2006 8:13AM MDT  
Filing ID: 11278413  
Review Clerk: N/A

IN RE THE ORGANIZATION OF TALLMAN GULCH METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO

▲ COURT USE ONLY ▲

By the Court:

DISTRICT COURT  
STATE OF COLORADO  
Douglas County

CERTIFIED to be a full, true and correct copy of the original in my custody.

OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$41.00  
8 PGS

# 2006045152  
05/30/2006 03:52 PM



2006054349 11 PGS

MAY 30 2006



CHEBYLA LAYNE  
Clerk of the Douglas County

*Christina Layne*

Div: 6

Ctrlm:

ORDER AND DECREE ORGANIZING  
TALLMAN GULCH METROPOLITAN DISTRICT,  
ISSUANCE OF CERTIFICATES OF ELECTION  
AND RELEASE OF BOND

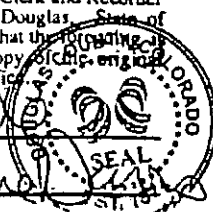
This matter comes before the Court on the Motion for Order and Decree Organizing Tallman Gulch Metropolitan District, Issuance of Certificates of Election and Release of Bond filed by the Petitioners for the organization of Tallman Gulch Metropolitan District. This Court, being fully advised in the premises, hereby FINDS AND ORDERS with respect to the organization of Tallman Gulch Metropolitan District (the "District"), as follows:

1. That a majority of the votes cast at the election held on Tuesday, May 2, 2006, in which the question of organization of the District was submitted to the eligible electors, were in favor of organization, and that the election was held in accordance with the provisions of §§1-1-101 through 1-13-101, *et seq.*, C.R.S.
2. That the District shall be and is hereby duly and regularly organized in accordance with the requirements of §32-1-101, *et seq.*, C.R.S.
3. That the District shall be known as "Tallman Gulch Metropolitan District."
4. That the District is located in Douglas County, Colorado, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

I, Carole R. Murray, County Clerk and Recorder in and for the County of Douglas, State of Colorado, do hereby certify that the foregoing is a full, true and correct copy of the original document recorded in my office.

Date

By *Christina Layne*  
Deputy Clerk & Recorder



OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$58.00  
11 PGS

# 2006054349  
06/27/2006 02:25 PM

5. That the District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all the powers thereof.

6. That a certified copy of this Order, a copy of the approved Service Plan for Tallman Gulch Metropolitan District and the resolution of the Douglas County Board of County Commissioners approving the Service Plan shall be filed with the Douglas County Clerk and Recorder and the Division of Local Government in the Department of Local Affairs.

7. A copy of the Service Plan for Tallman Gulch Metropolitan District and the resolution of approval of the Douglas County Board of County Commissioners approving the Service Plan were filed with this Court as part of the Petition for Organization. Pursuant to §32-1-205(2), C.R.S., the Service Plan and approving resolution are incorporated herein by this reference and the District shall cause the same to be appended to this Order at such time as all other legal procedures for district organization have been complied with.

8. That the following qualified persons were duly elected as members of the District's first Board of Directors for the indicated terms, as further shown on the Certificates of Election issued by this Court in accordance with §32-1-305.5(5), C.R.S., which Certificates are attached hereto:

<u>NAME</u>	<u>TERM</u>
Arich Szigeti	to May, 2008
Florine T. Richardson	to May, 2008
Paula J. Lindamood	to May, 2010
Erika Volling	to May, 2010
Michael A. Richarson	to May, 2010

9. That the Petitioner's Bond in the amount of \$500, filed in this action pursuant to §32-1-302, C.R.S., is hereby released and discharged.

DONE IN COURT this \_\_\_\_ day of \_\_\_\_\_, 2006.

BY THE COURT:

\_\_\_\_\_  
District Court Judge



**EXHIBIT A**  
**LEGAL DESCRIPTION OF**  
**TALLMAN GULCH METROPOLITAN DISTRICT**

TALLMAN GULCH METRO DISTRICT

DESCRIPTION

A parcel of land in the East Half of Section 31, Township 6 South, Range 65 West and in the Northeast Quarter of Section 6, Township 7 South, Range 65 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 31;  
Thence South 89°15'33" East along the northerly line of said section a distance of 2,636.45 feet to the Northeast corner of said section;  
Thence South 00°14'11" West along the easterly line of said section a distance of 2,634.24 feet to the East Quarter corner of said section;  
Thence South 00°14'14" West continuing along said easterly line a distance of 2,633.63 feet to the Northeast corner of said Section 6;  
Thence South 01°03'22" West along the easterly line of said Section 6 a distance of 2,716.07 feet to the East Quarter corner of said section;  
Thence North 88°57'35" West along the east-west centerline of said section a distance of 1,107.09 feet to the northerly right of way line of Hilltop Road;  
Thence along said northerly right of way line the following three (3) courses;  
1. North 49°23'55" West a distance of 1,138.89 feet to a point of curvature;  
2. along the arc of a curve to the right having a central angle of 08°06'25", a radius of 3,175.08 feet, and an arc length of 449.25 feet (chord bears North 45°20'43" West, 448.87 feet);  
3. North 41°17'30" West a distance of 368.97 feet to the easterly line of the parcel described in Book 1473 at Page 2194 of the Douglas County Clerk and Recorder's Office;  
Thence along said parcel the following two (2) courses;  
1. North 00°39'49" East a distance of 1,380.37 feet to the southerly line of said Section 31;  
2. North 89°35'01" West along said southerly line a distance of 116.11 feet to the South Quarter corner of said Section 31;  
Thence North 00°45'39" East along the north-south centerline of said Section 31 a distance of 3409.86 feet to the southerly line of the parcel described in Book 7653 at Page 839 of said county records;  
Thence along the southerly, easterly and northerly lines of said parcel the following three (3) courses;  
1. South 89°14'19" East a distance of 639.97 feet;  
2. North 00°45'52" East a distance of 440.23 feet;  
3. North 89°15'33" West a distance of 640.00 feet to said north-south centerline;



HIGH COUNTRY ENGINEERING, INC.

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 823-0544 FAX (303) 823-0847  
1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 848-8878 FAX (970) 848-2558  
WWW.HCEINC.COM

DATE:	3-1-08
FILE:	J:/EXH/TGMD
PROJECT NO.:	204202d
DRAWN BY:	GMC


EXHIBIT \_\_\_\_\_

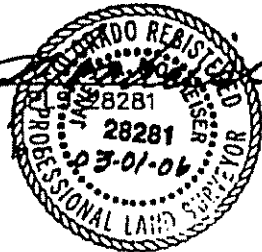
PAGE 1 OF 3

Thence North 00°45'39" East continuing along said north-south centerline a distance of 1,433.00 feet to the POINT OF BEGINNING.

Containing 19,781,230 square feet or 454.12 acres, more or less.

Basis of Bearing: Northerly line of the North Quarter of Section 31, Township 6 South, Range 65 West of the Sixth Principal Meridian as monumented by a 2" aluminum cap stamped "Bell Surveying" PLS 7361 at the North Quarter corner and by a 2-1/2" aluminum cap stamped "Stell Surveying Services PLS 16154 2000" at the Northeast corner, bearing South 89°15'33" East, 2636.45 feet.

  
Janet M. Monheiser,  
For and On Behalf of  
High Country Engineering,  
14 Inverness Drive East  
Suite F-120  
Englewood, CO 80112



**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 929-0544 FAX (303) 929-0547

1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81801  
PHONE (970) 848-8678 FAX (970) 848-8582  
WWW.HCENG.COM

DATE:  
3-1-06

FILE:  
J:/EXH/TGND

PROJECT NO:  
2042024

DRAWN BY:  
SMG

EXHIBIT     

PAGE 2 OF 3

POINT OF BEGINNING

BASIS OF BEARING  
NORTHERLY LINE OF  
THE N 1/4, SEC 31  
S89°15'33"E 2636.45'

N1/4 COR. SEC 31  
T6S, R65W  
2" ALUM CAP  
STAMPED "BELL SURVEYING  
PLS 7361"

NE COR. SEC 31  
T6S, R65W  
2-1/2" ALUM CAP  
STAMPED "STEIL  
SURVEYING SERVICES  
PLS 16154 2000"

CRESTVIEW SUBDIVISION  
SILVER MOUNTAIN

CRESTVIEW SUBDIVISION  
SILVER MOUNTAIN

SILVER MOUNTAIN

NB9°15'33"W  
640.00'  
BK 7653  
PG 839  
N00°45'52"E  
440.23'  
S89°14'19"E  
639.97'  
E 1/2  
SEC 31

AREA =  
454.12 AC±

S1/4 COR. SEC 31  
T6S, R65W  
2-1/2" ALUM CAP  
STAMPED "SSS PLS  
16154"

SE COR. SEC. 31  
T6S, R65W  
2-1/2" ALUM CAP  
STAMPED "1981  
PLS 605"

NE 1/4  
SEC 6

E 1/4 COR SEC 6  
T7S, R65W  
2-1/2" ALUM CAP  
STAMPED "SSS 2000  
PLS 16154"

LINE	BEARING	DISTANCE
L1	N49°23'55"W	1138.89
L2	N41°17'30"W	368.97

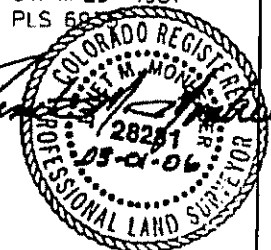


GRAPHIC SCALE



( IN FEET )  
1 inch = 1200 ft.

CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	8°06'25"	3175.05	449.25	N45°20'43"W	448.87



ENTRANCE  
PAGE 30

THE STATE OF COLORADO



**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 825-0544 FAX (303) 825-0547  
1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 843-8678 FAX (970) 845-2885  
WWW.HCENG.COM

DATE: 3-1-06  
FILE: J:/DWH/TOMD  
PROJECT NO: 2042024  
DRAWN BY: SMG

EXHIBIT

PAGE 3 OF 3













Court: CO Douglas County District Court 18th JD

Judge: King, Paul A

File & Serve reviewed Transaction ID: 11257197

Current date: 5/15/2006

Case number: 2006CV705

Case name: In the matter of: TALLMAN GULCH METROPOLITAN DISTRICT

/s/ Judge Paul A King

**RECEIVED**

NOV 17 2016

Ref #2016082929, Date: 11/16/2016 1:33 PM,  
Pages 1 of 6,  
Douglas County, CO Merlin Klotz, Clerk and Recorder

DIV OF LOCAL GOVERNMENT

RESOLUTION NO. 125

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO  
APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR  
TALLMAN GULCH METROPOLITAN DISTRICT**

WHEREAS, § 32-1-207 of the Colorado Revised Statutes, as amended, provides that material modifications of a service plan for a special district may be approved by the Board of County Commissioners in substantially the same manner as is provided for the approval of an original service plan; and

WHEREAS, on April 3, 2006, the Douglas County Board of County Commissioners (the "Board") approved the original Service Plan of the Tallman Gulch Metropolitan District (the "District"), which approval was memorialized in Board Resolution No. R-006-052 and recorded in the official records of the Douglas County Clerk and Recorder on April 3, 2006 at Reception No. 2006027195; and

WHEREAS, on October 17, 2016, the Douglas County Planning Commission recommended approval of the District's Amended and Restated Service Plan (as amended and restated, the "Service Plan"); and

WHEREAS, the Service Plan has been submitted to the Board by the District pursuant to part 2, article 1, title 32, C.R.S., as amended; and

WHEREAS, the territory of the District is located wholly within the boundaries of Douglas County, Colorado; and

WHEREAS, on \_\_\_\_\_, the Board set a public hearing on the Service Plan for November 15, 2016 ("Public Hearing"), and: (1) ratified publication of the notice of the date, time, location and purpose of such Public Hearing, which was published in *The Douglas County News-Press* on October 20, 2016; and (2) caused notice of the date, time and location of the Public Hearing to be mailed on October 10, 2016, to the governing body of the existing municipalities and special districts which have levied an *ad valorem* tax within the next preceding tax year and which have boundaries within a radius of three miles of the boundaries of the District and, on October 17, 2016, to the petitioners and to the property owners, pursuant to the provisions of § 32-1-204(1.5), C.R.S.; and

WHEREAS, on November 15, 2016, the Public Hearing was opened, at which time all interested parties, as defined in C.R.S. § 32-1-204, as amended, were afforded an opportunity to be heard, and all testimony and evidence relevant to the Service Plan was heard, received and considered by the Board.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, COLORADO:**

Section 1. The Board does hereby determine that all procedural requirements of C.R.S. §§ 32-1-201, *et seq.*, as amended, relating to the Service Plan have been fulfilled and the Board has jurisdiction to hear this matter.

Section 2. The Board does hereby find:

a. that there is sufficient existing and projected need for organized service in the area to be serviced by the District.

b. that the existing service in the area to be served by the District is inadequate for present and projected needs.

c. that the District is capable of providing economical and sufficient service to the area within its boundaries.

d. that the area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

e. that adequate service is not, or will not be, available to the area through Douglas County or other existing municipal or quasi-municipal corporations and political subdivisions of the State of Colorado, including other special districts, within a reasonable time and on a comparable basis.

f. that the facility and service standards of the District is compatible with the facility and service standards of Douglas County and each municipality that is an interested party under C.R.S. § 32-1-204, as amended.

g. that the proposal is in substantial compliance with the Douglas County Comprehensive Master Plan.

h. that the proposal is in compliance with any duly-adopted county, regional, or state long-range water quality management plan for the area.

i. That the District acts in the best interests of the area proposed to be served by the District.

j. that the Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing, meets all conditions and requirements of C.R.S. §§ 32-1-201, *et seq.*, as amended.

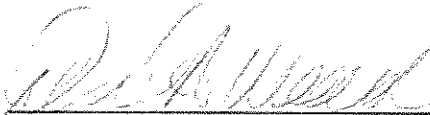
Section 3. The Board hereby approves the Service Plan without conditions; provided, however, that such action shall not imply the approval of any land development activity within the District or its service area, or of any specific number of buildable units identified in the Service Plan, unless the Board has approved such development activity as part of a separate development review process.

Section 4. The legal description of the District shall be as provided in **Exhibit A**, attached hereto and incorporated herein by reference.


Section 5. A certified copy of this Resolution shall be filed in the records of Douglas County.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of November, 2016, in Castle Rock, Douglas County, Colorado.

DOUGLAS COUNTY COMMISSIONERS  
DOUGLAS COUNTY, COLORADO

BY:   
David A. Weaver  
Chairman, Board of Douglas County Commissioners

ATTEST:

BY:   
Meghan McCann  
Clerk to the Board

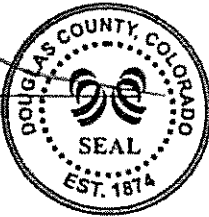


EXHIBIT A

Legal Description  
Tallman Gulch Metropolitan District

TALLMAN GULCH METRO DISTRICT

DESCRIPTION

A parcel of land in the East Half of Section 31, Township 6 South, Range 65 West and in the Northeast Quarter of Section 6, Township 7 South, Range 65 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 31;

Thence South 89°15'33" East along the northerly line of said section a distance of 2,636.45 feet to the Northeast corner of said section;

Thence South 00°14'11" West along the easterly line of said section a distance of 2,634.24 feet to the East Quarter corner of said section;

Thence South 00°14'14" West continuing along said easterly line a distance of 2,633.63 feet to the Northeast corner of said Section 6;

Thence South 01°03'22" West along the easterly line of said Section 6 a distance of 2,716.07 feet to the East Quarter corner of said section;

Thence North 88°57'35" West along the east-west centerline of said section a distance of 1,107.09 feet to the northerly right of way line of Hilltop Road;

Thence along said northerly right of way line the following three (3) courses;

1. North 49°23'55" West a distance of 1,138.89 feet to a point of curvature;
2. along the arc of a curve to the right having a central angle of 08°06'25", a radius of 3,175.08 feet, and an arc length of 449.25 feet (chord bears North 45°20'43" West, 448.87 feet);
3. North 41°17'30" West a distance of 368.97 feet to the easterly line of the parcel described in Book 1473 at Page 2194 of the Douglas County Clerk and Recorder's Office;

Thence along said parcel the following two (2) courses;

1. North 00°39'49" East a distance of 1,380.37 feet to the southerly line of said Section 31;
2. North 89°35'01" West along said southerly line a distance of 116.11 feet to the South Quarter corner of said Section 31;

Thence North 00°45'39" East along the north-south centerline of said Section 31 a distance of 3409.86 feet to the southerly line of the parcel described in Book 7653 at Page 839 of said county records;

Thence along the southerly, easterly and northerly lines of said parcel the following three (3) courses;

1. South 89°14'19" East a distance of 639.97 feet;
2. North 00°45'52" East a distance of 440.23 feet;
3. North 89°15'33" West a distance of 640.00 feet to said north-south centerline;



**HIGH COUNTRY ENGINEERING, INC.**  
 14 INVERNESS DRIVE EAST, STE. F-120, ENGLEWOOD, CO 80112  
 PHONE (303) 826-0644 FAX (303) 826-4247  
 1517 BLAKE AVENUE, STE. 101, CLEVENWOOD SPRINGS, CO 81601  
 PHONE (303) 848-8978 FAX (303) 848-2544  
 WWW.HCEINC.COM


DATE	3-1-06
FILE	
DRAWN/ISSUED	J/ELM/TGMD
PROJECT NO.	2042024
DRAWN BY:	SMG

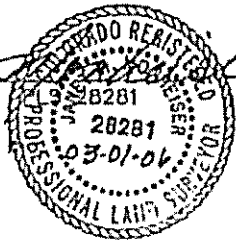
EXHIBIT \_\_\_\_\_  
 PAGE 1 OF 3

Thence North 00°45'39" East continuing along said north-south centerline a distance of 1,433.00 feet to the POINT OF BEGINNING.

Containing 19,781,230 square feet or 454.12 acres, more or less.

Basis of Bearing: Northerly line of the North Quarter of Section 31, Township 6 South, Range 65 West of the Sixth Principal Meridian as monumented by a 2" aluminum cap stamped "Bell Surveying" PLS 7361 at the North Quarter corner and by a 2-1/2" aluminum cap stamped "Steil Surveying Services PLS 16154 2000" at the Northeast corner, bearing South 89°15'33" East, 2636.45 feet.

  
Janet M. Monheiser,  
For and On Behalf of  
High Country Engineering,  
14 Inverness Drive East  
Suite F-120  
Englewood, CO 80112



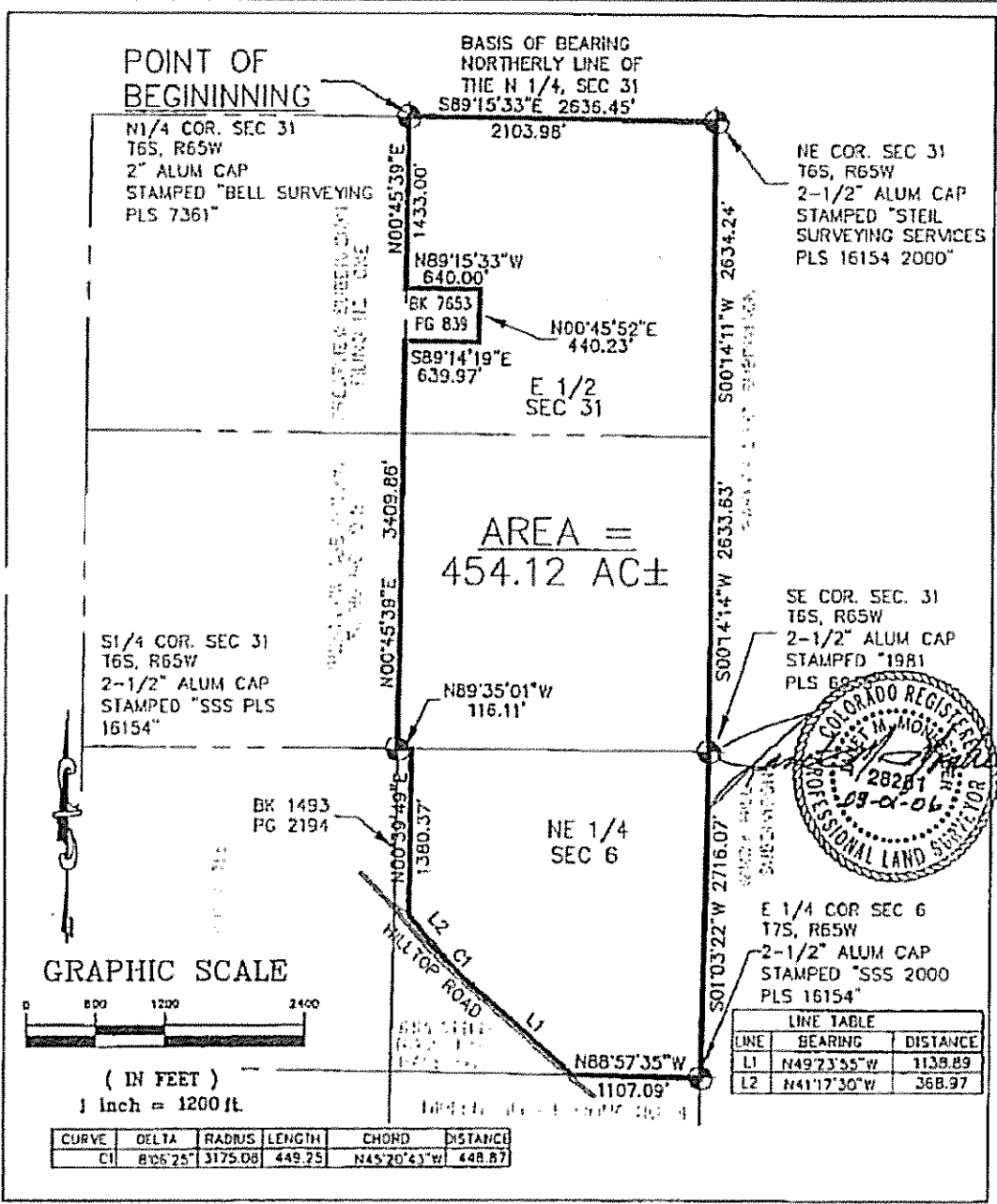
**HIGH COUNTRY ENGINEERING, INC.**

14 INVERNESS DRIVE EAST, STE F-120, ENGLEWOOD, CO 80112  
PHONE (303) 926-0544 FAX (303) 926-0547  
1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
PHONE (970) 946-8476 FAX (970) 946-2355  
WWW.HCENL.COM

DATE	3-1-06
FILED	JJ/EXR/TCMD
PROJECT NO:	2042024
DRAWN BY:	SMG

EXHIBIT \_\_\_\_\_

PAGE 2 OF 3



GRAPHIC SCALE



( IN FEET )  
1 inch = 1200 ft.

CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	8°26'25"	3175.06	449.25	N45°20'43"W	448.87

LINE	BEARING	DISTANCE
L1	N49°23'55"W	1138.89
L2	N41°17'30"W	368.97



**HIGH COUNTRY ENGINEERING, INC.**  
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 1817 BLAKE AVENUE, STE 101, GLENWOOD SPRINGS, CO 81601  
 PHONE (970) 942-8278 FAX (970) 942-1556  
 WWW.HCE104.COM

DATE: 3-1-06  
 FILE:  
 J/ESH/ICMB  
 PROJECT NO: 2542024  
 DRAWN BY: SMG

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