Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
September 18, 2018
9:30 AM

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **MOTION TO APPROVE AGENDA**

4. **AWARDS AND PRESENTATIONS**

   A. Adams County Human Services Project Merit Award in the ENR 2018 Best Project for Government / Public Building

5. **PUBLIC COMMENT**

   A. Citizen Communication

   A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

   B. Elected Officials' Communication

6. **CONSENT CALENDAR**

   A. List of Expenditures Under the Dates of September 3-7, 2018

   B. Minutes of the Commissioners' Proceedings from September 11, 2018

   C. Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of Improvements for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue
   (File approved by ELT)

D. Resolution Approving Right-of-Way Agreement between Adams County and Robert E. Johansen and Melody K. Johansen, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

E. Resolution Approving Right-of-Way Agreement between Adams County and Carol K. Brethauer, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

F. Resolution Approving Right-of-Way Agreement between Adams County and Melissa D. Garcia, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

G. Resolution Approving Right-of-Way Agreement between Adams County and Carlos De Anda, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

H. Resolution Approving Right-of-Way Agreement between Adams County and David J. Gaitan, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

I. Resolution Approving Right-of-Way Agreement between Adams County and Jorge A. Gallegos and Aurora Fontes, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

J. Resolution Approving Right-of-Way Agreement between Adams County and Griffin Huff Kelley, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
(File approved by ELT)

K. Resolution Accepting Warranty Deed Conveying Property from Vaquero Strasburg Partners, LP, to Adams County for the Dedication of Road Right-of-Way for East Colfax Avenue
(File approved by ELT)

L. Resolution Accepting a Permanent Drainage Easement from Vaquero Strasburg Partners, LP, to Adams County for Storm Water Drainage Purposes
(File approved by ELT)

M. Resolution Accepting Warranty Deed Conveying Property from BLPJ Enterprises, LLC, to Adams County for the Dedication of Road Right-of-Way
(File approved by ELT)

N. Resolution Approving Encroachment Agreement between Adams County and Mapleton Public Schools, for Improvements in County Right-of-Way
(File approved by ELT)

O. Resolution Approving Special Warranty Deed to Rocky Mountain Prestress for 5855 Pecos Street and Authorizing Facilities & Fleet Management to Execute Closing Documents
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Two to the Agreement between Adams County and Kutak Rock, LLP, for Bond Counsel Services
(File approved by ELT)

2. Resolution Approving Amendment Four to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services
(File approved by ELT)

3. Resolution Approving Amendment Two to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services
(File approved by ELT)

4. Resolution Approving Change Order One to the Agreement between Adams County and Martin Marietta Materials inc., for Roadway Improvement Construction Services on Hayesmount Road
(File approved by ELT)

5. Resolution Approving Change Order One to the Agreement between Adams County and Villalobos Concrete inc., for Construction Services for the 2018 Berkeley Sidewalk Project
(File approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Building Code Enforcement for Rocky Mountain Synod

9. LAND USE HEARINGS

A. Cases to be Heard

1. Phoenix, LLC's Appeal of Denial of Exclusion from Eagle Shadow Metropolitan District and Todd Creek Village Park and Recreation District
(File approved by ELT)

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams

Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	301,019.06
4	Capital Facilities Fund	261,796.00
6	Equipment Service Fund	18,680.86
13	Road & Bridge Fund	260,035.10
19	Insurance Fund	1,064.48
24	Conservation Trust Fund	226.20
27	Open Space Projects Fund	4,500.00
28	Open Space Sales Tax Fund	132,422.94
31	Head Start Fund	8,027.49
35	Workforce & Business Center	17,341.11
43	Front Range Airport	34,844.73
		1,039,957.97

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727808	5467	COLO ASSN OF ANIMAL CONTROL	09/06/18	15.00
00727809	48089	COMCAST BUSINESS	09/06/18	2,100.00
00727810	437554	CSU EXTENSION	09/06/18	340.00
00727812	13892	DOUGLAS COUNTY SHERIFF	09/06/18	102.00
00727813	13454	FEDERAL EXPRESS CO	09/06/18	113.81
00727814	698569	FOREST SEAN	09/06/18	65.00
00727815	672576	G.R MILLER P.C.	09/06/18	11,650.00
00727816	293118	GARNER, ROSIE	09/06/18	65.00
00727817	293122	HERRERA, AARON	09/06/18	65.00
00727819	357719	INDUSTRIAL LABORATORIES	09/06/18	2,400.00
00727820	62528	JEFFERSON COUNTY SHERIFF'S CIV	09/06/18	43.00
00727823	13778	NORTH WASHINGTON ST WATER & SA	09/06/18	4,238.83
00727825	637390	PLAKORUS DAVID	09/06/18	65.00
00727826	365736	RACING UNDERGROUND LLC	09/06/18	800.00
00727827	430098	REPUBLIC SERVICES #535	09/06/18	2,684.01
00727828	53054	RICHARDSON SHARON	09/06/18	65.00
00727830	45988	SHI INTERNATIONAL CORP	09/06/18	360.00
00727831	227044	SOUTHWESTERN PAINTING	09/06/18	11,903.00
00727834	52553	SWEEPSTAKES UNLIMITED	09/06/18	30.00
00727835	52553	SWEEPSTAKES UNLIMITED	09/06/18	30.00
00727836	52553	SWEEPSTAKES UNLIMITED	09/06/18	30.00
00727837	385142	THOMPSON GREGORY PAUL	09/06/18	65.00
00727838	1007	UNITED POWER (UNION REA)	09/06/18	2,308.88
00727839	1007	UNITED POWER (UNION REA)	09/06/18	104.94
00727840	13822	XCEL ENERGY	09/06/18	157.04
00727865	3548	YUMA COUNTY SHERIFF	09/06/18	35.00
00727867	88030	ABDULLA GILBERT L	09/07/18	277.00
00727868	433987	ADCO DISTRICT ATTORNEY'S OFFIC	09/07/18	339.58
00727869	211201	AUSTIN IAN M	09/07/18	342.00
00727870	58286	BAESSLER JENNIFER	09/07/18	41.00
00727871	38750	BUSSARD REX	09/07/18	300.00
00727872	720543	COATINGS INC	09/07/18	84,534.80
00727873	625677	CODE 4 SECURITY SERVICES LLC	09/07/18	27,424.04
00727874	252174	COLORADO COMMUNITY MEDIA	09/07/18	758.80
00727875	564091	DENTONS US LLP	09/07/18	197.34
00727877	745120	DIAZ PAOLO H	09/07/18	100.12

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727878	742119	DILLINGHAM ROSALIE P	09/07/18	23.16
00727879	166577	DUNCAN PATRICIA	09/07/18	71.00
00727880	650729	ELEMENTS	09/07/18	2,345.31
00727882	13136	EMPLOYERS COUNCIL SERVICES INC	09/07/18	995.00
00727884	743862	ENCOMPASS EVENT GROUP	09/07/18	11,790.15
00727886	343447	GONZALES RAYMOND	09/07/18	71.00
00727887	438625	GOVERNOR'S OFFICE OF IT	09/07/18	820.70
00727888	293350	GREEN SHERYL	09/07/18	14.17
00727889	294059	GROUNDS SERVICE COMPANY	09/07/18	381.25
00727890	14991	HELTON & WILLIAMSEN PC	09/07/18	510.00
00727891	8721	HILL & ROBBINS	09/07/18	173.25
00727892	744737	HITNER BREANNA MAY	09/07/18	100.00
00727893	90553	HOBBS DALE	09/07/18	76.85
00727895	298306	HUPFER DETOR LEVON	09/07/18	56.35
00727897	426190	JENSEN DEBORAH JANE	09/07/18	188.00
00727898	289628	KUSA	09/07/18	1,220.00
00727899	266471	MAZE AMANDA	09/07/18	462.00
00727900	196306	MCFARLAND AMY	09/07/18	250.00
00727901	13375	MCINTOSH MICHAEL TODD	09/07/18	88.00
00727902	13375	MCINTOSH MICHAEL TODD	09/07/18	41.00
00727904	703625	MONTOYA MARIA	09/07/18	27.80
00727905	603778	NORCHEM DRUG TESTING LABORATOR	09/07/18	95.10
00727906	65276	OSBORNE MARC	09/07/18	41.00
00727907	266741	OSTLER BRYAN	09/07/18	71.00
00727908	675206	REIS ALISHA	09/07/18	71.00
00727910	369706	SANDOVAL DANIELLE	09/07/18	40.00
00727911	66080	SCOTT ERICA	09/07/18	188.00
00727912	13538	SHRED IT USA LLC	09/07/18	100.00
00727913	10449	SIR SPEEDY	09/07/18	196.20
00727914	43587	SOUTHERN WINE & SPIRITS LLC	09/07/18	2,903.00
00727915	227044	SOUTHWESTERN PAINTING	09/07/18	3,328.00
00727917	222651	STRAIGHT LINE SAWCUTTING	09/07/18	13,307.53
00727918	599714	SUMMIT FOOD SERVICE LLC	09/07/18	35,337.61
00727920	502261	TALLEY AUSTIN	09/07/18	27.03
00727922	37005	TOSHIBA BUSINESS SOLUTIONS	09/07/18	86.10
00727923	666214	TYGRETT DEBRA R	09/07/18	294.00

1 General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727925	725336	US CORRECTIONS LLC	09/07/18	1,156.00
00727927	331868	VONFELDT SKYLAR	09/07/18	60.00
00727929	473336	ZAYO GROUP HOLDINGS INC	09/07/18	4,542.50
00727930	744823	ADAME MARIA	09/07/18	400.00
00727931	35974	ADAMS COUNTY TREASURER	09/07/18	32.85
00727932	35974	ADAMS COUNTY TREASURER	09/07/18	33.60
00727934	744825	BALLMAN DEB	09/07/18	100.00
00727935	744826	BIRDSALL RUSS	09/07/18	75.00
00727937	37436	CARLSON KURT A	09/07/18	176.00
00727938	744822	CARTER DANIELLE	09/07/18	650.00
00727939	327250	CINTAS CORPORATION NO 2	09/07/18	199.42
00727940	43659	CINTAS FIRST AID & SAFETY	09/07/18	295.31
00727941	426465	CLARK AARON	09/07/18	112.00
00727942	6467	COLO CORRECTIONAL INDUSTRIES	09/07/18	700.00
00727943	1204	COLO COUNTY CLERKS ASSN	09/07/18	245.00
00727944	57595	COLO COUNTY TREASURERS ASSN	09/07/18	400.00
00727945	255001	COPYCO QUALITY PRINTING INC	09/07/18	1,578.00
00727946	744821	DE LOS REYES MARGARITA	09/07/18	400.00
00727947	620388	DONOHUE BARB	09/07/18	75.00
00727948	744904	DOWN TO EARTH MOVEMENT LLC	09/07/18	500.00
00727951	381791	MARTIN STAN	09/07/18	176.00
00727952	744824	MARTINEZ SOPHIE	09/07/18	75.00
00727953	448340	MILINAZZO WENDI K	09/07/18	57.00
00727954	13778	NORTH WASHINGTON ST WATER & SA	09/07/18	52,851.06
00727955	635006	RICHARDS JACE	09/07/18	85.00
00727956	13951	TDS TELECOM	09/07/18	845.60
00727957	1007	UNITED POWER (UNION REA)	09/07/18	728.25
00727958	1007	UNITED POWER (UNION REA)	09/07/18	26.28
00727959	1007	UNITED POWER (UNION REA)	09/07/18	30.00
00727960	1007	UNITED POWER (UNION REA)	09/07/18	2,021.65
00727961	1007	UNITED POWER (UNION REA)	09/07/18	41.54
00727962	40340	WINDSTREAM COMMUNICATIONS	09/07/18	2,314.49
00727963	13822	XCEL ENERGY	09/07/18	95.76
			Fund Total	**301,019.06**

4 Capital Facilities Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727916	740359	STANTEC ARCHITECTURE INC	09/07/18	261,796.00
			Fund Total	**261,796.00**

6 Equipment Service Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727818	491796	HRT ENTERPRISES LLC	09/06/18	520.00
00727894	491796	HRT ENTERPRISES LLC	09/07/18	595.00
00727909	16237	SAM HILL OIL INC	09/07/18	17,326.91
00727928	535601	WELP VENCIL	09/07/18	238.95
			Fund Total	**18,680.86**

13 Road & Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727802	676666	VILLALOBOS CONCRETE INC	09/05/18	220,309.30
00727896	8110	IMS	09/07/18	2,792.99
00727924	595135	ULTEIG ENGINEERS INC	09/07/18	32,347.31
00727926	443062	VARIDESK LLC	09/07/18	4,585.50
			Fund Total	**260,035.10**

19 Insurance Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727883	13136	EMPLOYERS COUNCIL SERVICES INC	09/07/18	199.00
00727949	745374	KELLER MARYANN	09/07/18	568.97
00727950	745378	KELSALL THOMAS	09/07/18	296.51
			Fund Total	**1,064.48**

24 Conservation Trust Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727933	13074	ALBERT FREI & SONS INC	09/07/18	226.20
			Fund Total	**226.20**

27 Open Space Projects Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727885	296648	GEI CONSULTANTS	09/07/18	4,500.00
			Fund Total	**4,500.00**

28 Open Space Sales Tax Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727805	48132	BENNETT SCHOOLS	09/06/18	127,352.94
00727822	52940	MCDOWELL SHANNON	09/06/18	135.00
00727824	69803	PETERSEN RENEE	09/06/18	135.00
00727936	43146	BRIGHTON CITY OF	09/07/18	4,800.00
			Fund Total	**132,422.94**

31 Head Start Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727903	79121	MEADOW GOLD DAIRY	09/07/18	461.40
00727919	13770	SYSCO DENVER	09/07/18	3,939.59
00727921	41914	TEACHING STRATEGIES INC	09/07/18	3,626.50
			Fund Total	**8,027.49**

35 Workforce & Business Center

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727881	650729	ELEMENTS	09/07/18	17,341.11
			Fund Total	**17,341.11**

43 Front Range Airport

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00727804	351622	AURORA WATER	09/06/18	5,201.25
00727806	80257	CENTURYLINK	09/06/18	325.69
00727807	2381	COLO ANALYTICAL LABORATORY	09/06/18	180.00
00727811	80156	DISH NETWORK	09/06/18	143.02
00727821	112383	LOTTMAN OIL COMPANY	09/06/18	582.00
00727829	37110	SB PORTA BOWL RESTROOMS INC	09/06/18	396.00
00727832	33604	STATE OF COLORADO	09/06/18	1,324.00
00727833	33604	STATE OF COLORADO	09/06/18	11.79
00727841	13822	XCEL ENERGY	09/06/18	14.69
00727842	13822	XCEL ENERGY	09/06/18	49.22
00727843	13822	XCEL ENERGY	09/06/18	66.62
00727844	13822	XCEL ENERGY	09/06/18	77.17
00727845	13822	XCEL ENERGY	09/06/18	417.61
00727846	13822	XCEL ENERGY	09/06/18	2,112.92
00727847	13822	XCEL ENERGY	09/06/18	10.50
00727848	13822	XCEL ENERGY	09/06/18	12.35
00727849	13822	XCEL ENERGY	09/06/18	13.68
00727850	13822	XCEL ENERGY	09/06/18	14.98
00727851	13822	XCEL ENERGY	09/06/18	35.08
00727852	13822	XCEL ENERGY	09/06/18	44.74
00727853	13822	XCEL ENERGY	09/06/18	58.90
00727854	13822	XCEL ENERGY	09/06/18	60.83
00727855	13822	XCEL ENERGY	09/06/18	67.43
00727856	13822	XCEL ENERGY	09/06/18	69.00
00727857	13822	XCEL ENERGY	09/06/18	75.24
00727858	13822	XCEL ENERGY	09/06/18	108.74
00727859	13822	XCEL ENERGY	09/06/18	161.76
00727860	13822	XCEL ENERGY	09/06/18	303.99
00727861	13822	XCEL ENERGY	09/06/18	358.04
00727862	13822	XCEL ENERGY	09/06/18	1,052.27
00727863	13822	XCEL ENERGY	09/06/18	1,352.91
00727864	13822	XCEL ENERGY	09/06/18	142.31
00727876	88843	DENVER MANAGER OF FINANCE	09/07/18	20,000.00
			Fund Total	**34,844.73**

Grand Total	**1,039,957.97**

4302	Airport Administration	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	934422	316391	08/28/18	10.50
	XCEL ENERGY	00043	934423	316391	08/28/18	12.35
					Account Total	22.85
	Telephone					
	CENTURYLINK	00043	934417	316390	08/28/18	51.84
					Account Total	51.84
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	934421	316390	08/28/18	396.00
					Account Total	396.00
					Department Total	470.69

4308	Airport ATCT	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	934425	316391	08/28/18	14.98
	XCEL ENERGY	00043	934440	316474	08/29/18	1,352.91
					Account Total	1,367.89
	Telephone					
	CENTURYLINK	00043	934417	316390	08/28/18	51.71
	CENTURYLINK	00043	934417	316390	08/28/18	125.26
					Account Total	176.97
					Department Total	1,544.86

4303	Airport FBO	Fund	Voucher	Batch No	GL Date	Amount
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	934420	316390	08/28/18	5.00
					Account Total	5.00
	Gas & Electricity					
	XCEL ENERGY	00043	934158	316122	08/24/18	49.22
					Account Total	49.22
	Licenses and Fees					
	STATE OF COLORADO	00043	934259	316260	08/27/18	.27
					Account Total	.27
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	934420	316390	08/28/18	332.00
	LOTTMAN OIL COMPANY	00043	934420	316390	08/28/18	245.00
					Account Total	577.00
	Satellite Television					
	DISH NETWORK	00043	934419	316390	08/28/18	143.02
					Account Total	143.02
	Telephone					
	CENTURYLINK	00043	934417	316390	08/28/18	48.29
					Account Total	48.29
					Department Total	822.80

4304	Airport Operations/Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	934157	316122	08/24/18	14.69
	XCEL ENERGY	00043	934159	316122	08/24/18	66.62
	XCEL ENERGY	00043	934160	316122	08/24/18	34.34
	XCEL ENERGY	00043	934160	316122	08/24/18	42.83
	XCEL ENERGY	00043	934161	316122	08/24/18	417.61
	XCEL ENERGY	00043	934162	316122	08/24/18	2,012.90
	XCEL ENERGY	00043	934162	316122	08/24/18	100.02
	XCEL ENERGY	00043	934424	316391	08/28/18	13.68
	XCEL ENERGY	00043	934426	316391	08/28/18	353.00
	XCEL ENERGY	00043	934427	316391	08/28/18	44.74
	XCEL ENERGY	00043	934426	316391	08/28/18	655.48-
	XCEL ENERGY	00043	934426	316391	08/28/18	337.56
	XCEL ENERGY	00043	934428	316472	08/29/18	58.90
	XCEL ENERGY	00043	934429	316472	08/29/18	60.83
	XCEL ENERGY	00043	934430	316472	08/29/18	67.43
	XCEL ENERGY	00043	934431	316472	08/29/18	69.00
	XCEL ENERGY	00043	934432	316472	08/29/18	75.24
	XCEL ENERGY	00043	934433	316472	08/29/18	108.74
	XCEL ENERGY	00043	934435	316474	08/29/18	118.93
	XCEL ENERGY	00043	934435	316474	08/29/18	42.83
	XCEL ENERGY	00043	934436	316474	08/29/18	772.99
	XCEL ENERGY	00043	934436	316474	08/29/18	46.34
	XCEL ENERGY	00043	934436	316474	08/29/18	515.34-
	XCEL ENERGY	00043	934437	316474	08/29/18	1,205.14
	XCEL ENERGY	00043	934437	316474	08/29/18	847.10-
	XCEL ENERGY	00043	934444	316474	08/29/18	1,329.48
	XCEL ENERGY	00043	934444	316474	08/29/18	1,187.17-
					Account Total	4,188.75
					Department Total	4,188.75

1011	Board of County Commissioners	Fund	Voucher	Batch No	GL Date	Amount
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	934789	316735	08/31/18	758.80
					Account Total	758.80
					Department Total	758.80

4	Capital Facilities Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	STANTEC ARCHITECTURE INC	00004	934748	316622	08/31/18	261,796.00
					Account Total	261,796.00
					Department Total	261,796.00

2055	Control/Enforcement	Fund	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	COLO ASSN OF ANIMAL CONTROL	00001	934452	316485	08/29/18	15.00
					Account Total	15.00
					Department Total	15.00

1013	County Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Consultant Services					
	G.R MILLER P.C.	00001	934210	316230	08/27/18	11,650.00
					Account Total	11,650.00
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	934212	316230	08/27/18	113.81
					Account Total	113.81
	Other Professional Serv					
	DOUGLAS COUNTY SHERIFF	00001	934211	316230	08/27/18	56.00
	DOUGLAS COUNTY SHERIFF	00001	934213	316230	08/27/18	46.00
	JEFFERSON COUNTY SHERIFF'S CIV	00001	934218	316230	08/27/18	43.00
	SWEEPSTAKES UNLIMITED	00001	934214	316230	08/27/18	30.00
	SWEEPSTAKES UNLIMITED	00001	934215	316230	08/27/18	30.00
	SWEEPSTAKES UNLIMITED	00001	934216	316230	08/27/18	30.00
	YUMA COUNTY SHERIFF	00001	934217	316230	08/27/18	35.00
					Account Total	270.00
					Department Total	12,033.81

1012	County Manager	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	DUNCAN PATRICIA	00001	934854	316864	09/04/18	71.00
	GONZALES RAYMOND	00001	934846	316864	09/04/18	71.00
	OSTLER BRYAN	00001	934850	316864	09/04/18	71.00
	REIS ALISHA	00001	934848	316864	09/04/18	71.00
					Account Total	284.00
					Department Total	284.00

1031	County Treasurer	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COLO COUNTY TREASURERS ASSN	00001	935057	316985	09/05/18	400.00
	EMPLOYERS COUNCIL SERVICES INC	00001	935041	316977	09/05/18	199.00
					Account Total	599.00
	Treasurer-Redemptions					
	ADAMS COUNTY TREASURER	00001	935055	316985	09/05/18	32.85
	ADAMS COUNTY TREASURER	00001	935056	316985	09/05/18	33.60
					Account Total	66.45
					Department Total	665.45

1020	CLK Administration	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	MARTIN STAN	00001	934956	316895	09/04/18	176.00
					Account Total	176.00
					Department Total	176.00

1022	CLK Elections	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COLO COUNTY CLERKS ASSN	00001	934951	316895	09/04/18	245.00
					Account Total	245.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	934952	316895	09/04/18	1,180.00
					Account Total	1,180.00
	Travel & Transportation					
	RICHARDS JACE	00001	934959	316895	09/04/18	85.00
					Account Total	85.00
					Department Total	1,510.00

1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	DILLINGHAM ROSALIE P	00001	934963	316904	09/04/18	23.16
	GREEN SHERYL	00001	934964	316904	09/04/18	14.17
	HOBBS DALE	00001	934933	316881	09/04/18	76.85
	SANDOVAL DANIELLE	00001	934934	316881	09/04/18	40.00
	TALLEY AUSTIN	00001	934935	316881	09/04/18	27.03
					Account Total	181.21
	Travel & Transportation					
	MILINAZZO WENDI K	00001	934958	316895	09/04/18	57.00
					Account Total	57.00
					Department Total	238.21

1021	CLK Recording	Fund	Voucher	Batch No	GL Date	Amount
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	934954	316895	09/04/18	398.00
					Account Total	398.00
					Department Total	398.00

6021	CT- Trails- Plan/Design Const	Fund	Voucher	Batch No	GL Date	Amount
	Infrastruc Rep & Maint					
	ALBERT FREI & SONS INC	00024	934752	316709	08/31/18	226.20
					Account Total	226.20
					Department Total	226.20

1051	District Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Court Reporting Transcripts					
	MAZE AMANDA	00001	935050	316983	09/05/18	462.00
					Account Total	462.00
	Mileage Reimbursements					
	MONTOYA MARIA	00001	935051	316983	09/05/18	27.80
					Account Total	27.80
	Operating Supplies					
	TOSHIBA BUSINESS SOLUTIONS	00001	935049	316983	09/05/18	86.10
					Account Total	86.10
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	935048	316983	09/05/18	820.70
					Account Total	820.70
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935046	316983	09/05/18	34.46
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935046	316983	09/05/18	90.77
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935046	316983	09/05/18	38.23
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935046	316983	09/05/18	132.42
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	935046	316983	09/05/18	43.70
					Account Total	339.58
					Department Total	1,736.18

9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	HUPFER DETOR LEVON	00001	935047	316983	09/05/18	56.35
					Account Total	56.35
					Department Total	56.35

9248	Employee Engagement	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00001	935040	316977	09/05/18	199.00
					Account Total	199.00
					Department Total	199.00

6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	SAM HILL OIL INC	00006	934710	316622	08/30/18	1,988.57
	SAM HILL OIL INC	00006	934711	316622	08/30/18	15,338.34
					Account Total	17,326.91
					Department Total	17,326.91

9244	Extension- 4-H/Youth	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	CSU EXTENSION	00001	934282	316340	08/28/18	340.00
					Account Total	340.00
					Department Total	340.00

1014	Finance	Fund	Voucher	Batch No	GL Date	Amount
	Printing External					
	SIR SPEEDY	00001	934793	316746	08/31/18	196.20
					Account Total	196.20
					Department Total	196.20

9114	Fleet- Commerce	Fund	Voucher	Batch No	GL Date	Amount
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	933720	315584	08/20/18	465.00
	HRT ENTERPRISES LLC	00006	933721	315584	08/20/18	130.00
	HRT ENTERPRISES LLC	00006	934455	316498	08/29/18	520.00
					Account Total	1,115.00
					Department Total	1,115.00

9115	Fleet- Strasbrg	Fund	Voucher	Batch No	GL Date	Amount
	Tools Reimbursement					
	WELP VENCIL	00006	933719	315584	08/20/18	238.95
					Account Total	238.95
					Department Total	238.95

43	Front Range Airport	Fund	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	934259	316260	08/27/18	1,323.73
	STATE OF COLORADO	00043	934261	316260	08/27/18	11.79
					Account Total	1,335.52
	Received not Vouchered Clrg					
	DENVER MANAGER OF FINANCE	00043	935063	316992	09/05/18	20,000.00
					Account Total	20,000.00
					Department Total	21,335.52

1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COATINGS INC	00001	934716	316622	08/30/18	88,984.00
	CODE 4 SECURITY SERVICES LLC	00001	934694	316621	08/30/18	18,701.00
	CODE 4 SECURITY SERVICES LLC	00001	934694	316621	08/30/18	8,723.04
	ELEMENTS	00001	934700	316622	08/30/18	2,345.31
	ENCOMPASS EVENT GROUP	00001	934719	316622	08/30/18	11,790.15
	GROUNDS SERVICE COMPANY	00001	934720	316622	08/30/18	381.25
	HELTON & WILLIAMSEN PC	00001	934702	316622	08/30/18	510.00
	HILL & ROBBINS	00001	934699	316622	08/30/18	173.25
	KUSA	00001	934750	316622	08/31/18	1,220.00
	NORCHEM DRUG TESTING LABORATOR	00001	934650	316593	08/30/18	95.10
	SOUTHERN WINE & SPIRITS LLC	00001	934698	316622	08/30/18	2,903.00
	SOUTHWESTERN PAINTING	00001	935073	317096	09/06/18	11,903.00
	SOUTHWESTERN PAINTING	00001	935076	317105	09/06/18	3,328.00
	SUMMIT FOOD SERVICE LLC	00001	934651	316593	08/30/18	29,878.78
	SUMMIT FOOD SERVICE LLC	00001	934656	316593	08/30/18	2,960.17
	SUMMIT FOOD SERVICE LLC	00001	934656	316593	08/30/18	2,498.16
	SUMMIT FOOD SERVICE LLC	00001	934656	316593	08/30/18	.50
	TYGRETT DEBRA R	00001	934653	316593	08/30/18	294.00
	US CORRECTIONS LLC	00001	934654	316593	08/30/18	1,156.00
	ZAYO GROUP HOLDINGS INC	00001	934696	316622	08/30/18	2,567.50
	ZAYO GROUP HOLDINGS INC	00001	934697	316622	08/30/18	1,975.00
					Account Total	192,387.21
	Retainages Payable					
	COATINGS INC	00001	934716	316622	08/30/18	4,449.20-
	STRAIGHT LINE SAWCUTTING	00001	935114	317148	09/06/18	13,307.53
					Account Total	8,858.33
					Department Total	201,245.54

9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	DENTONS US LLP	00001	934790	316737	08/31/18	197.34
					Account Total	197.34
					Department Total	197.34

31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	MEADOW GOLD DAIRY	00031	934703	316622	08/30/18	66.00
	MEADOW GOLD DAIRY	00031	934704	316622	08/30/18	52.80
	MEADOW GOLD DAIRY	00031	934705	316622	08/30/18	145.20
	MEADOW GOLD DAIRY	00031	934706	316622	08/30/18	145.20
	MEADOW GOLD DAIRY	00031	934707	316622	08/30/18	52.20
	SYSCO DENVER	00031	934708	316622	08/30/18	3,939.59
	TEACHING STRATEGIES INC	00031	934709	316622	08/30/18	3,626.50
					Account Total	8,027.49
					Department Total	8,027.49

8622	Insurance -Benefits & Wellness	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00019	935042	316977	09/05/18	199.00
					Account Total	199.00
					Department Total	199.00

19	Insurance Fund	Fund	Voucher	Batch No	GL Date	Amount
	Retiree Med - Kaiser					
	KELLER MARYANN	00019	935163	317261	09/07/18	527.99
	KELSALL THOMAS	00019	935162	317261	09/07/18	253.28
					Account Total	781.27
					Department Total	781.27

8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Ins Premium Dental-Delta					
	KELLER MARYANN	00019	935163	317261	09/07/18	35.99
	KELSALL THOMAS	00019	935162	317261	09/07/18	36.01
					Account Total	72.00
					Department Total	72.00

1056	IT Help Desk & Servers	Fund	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	SHI INTERNATIONAL CORP	00001	934173	316223	08/27/18	360.00
					Account Total	360.00
					Department Total	360.00

1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount
	ISP Services					
	COMCAST BUSINESS	00001	934104	315956	08/23/18	2,100.00
					Account Total	2,100.00
	Telephone					
	TDS TELECOM	00001	934795	316855	09/04/18	845.60
	WINDSTREAM COMMUNICATIONS	00001	934796	316855	09/04/18	2,314.49
					Account Total	3,160.09
					Department Total	5,260.09

27	Open Space Projects Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	GEI CONSULTANTS	00027	934749	316622	08/31/18	4,500.00
					Account Total	4,500.00
					Department Total	4,500.00

6201	Open Space Tax- Admin	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	MCDOWELL SHANNON	00028	934403	316361	08/28/18	135.00
	PETERSEN RENEE	00028	934404	316361	08/28/18	135.00
					Account Total	270.00
					Department Total	270.00

6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	BENNETT SCHOOLS	00028	934335	316352	08/28/18	127,352.94
	BRIGHTON CITY OF	00028	934755	316709	08/31/18	4,800.00
					Account Total	132,152.94
					Department Total	132,152.94

1015	People & Culture - Admin	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00001	935043	316977	09/05/18	597.00
					Account Total	597.00
	Insurance Premiums					
	BUSSARD REX	00001	935039	316977	09/05/18	300.00
					Account Total	300.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	935044	316977	09/05/18	100.00
					Account Total	100.00
					Department Total	997.00

1039	Poverty Reduction	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	DIAZ PAOLO H	00001	934967	316911	09/04/18	100.12
					Account Total	100.12
					Department Total	100.12

5011	PKS- Administration	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	COLO CORRECTIONAL INDUSTRIES	00001	934760	316709	08/31/18	700.00
					Account Total	700.00
					Department Total	700.00

5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	Fair Expenses-General					
	HITNER BREANNA MAY	00001	934671	316604	08/30/18	100.00
	INDUSTRIAL LABORATORIES	00001	934284	316340	08/28/18	2,400.00
	MCFARLAND AMY	00001	934670	316604	08/30/18	250.00
					Account Total	2,750.00
	Regional Park Rentals					
	ADAME MARIA	00001	934751	316709	08/31/18	400.00
	BALLMAN DEB	00001	934753	316709	08/31/18	100.00
	BIRDSALL RUSS	00001	934754	316709	08/31/18	75.00
	CARTER DANIELLE	00001	934757	316709	08/31/18	650.00
	DE LOS REYES MARGARITA	00001	934761	316709	08/31/18	400.00
	DONOHUE BARB	00001	934762	316709	08/31/18	75.00
	DOWN TO EARTH MOVEMENT LLC	00001	934931	316879	09/04/18	500.00
	MARTINEZ SOPHIE	00001	934763	316709	08/31/18	75.00
					Account Total	2,275.00
	Special Events					
	RACING UNDERGROUND LLC	00001	934336	316352	08/28/18	800.00
					Account Total	800.00
					Department Total	5,825.00

5015	PKS- Grounds Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	934338	316352	08/28/18	2,308.88
	UNITED POWER (UNION REA)	00001	934768	316709	08/31/18	2,021.65
	UNITED POWER (UNION REA)	00001	934769	316709	08/31/18	41.54
					Account Total	4,372.07
	Operating Supplies					
	CINTAS FIRST AID & SAFETY	00001	934758	316709	08/31/18	295.31
					Account Total	295.31
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	934329	316350	08/28/18	2,489.01
					Account Total	2,489.01
					Department Total	7,156.39

5012	PKS- Regional Complex	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	934339	316352	08/28/18	104.94
	UNITED POWER (UNION REA)	00001	934765	316709	08/31/18	728.25
	UNITED POWER (UNION REA)	00001	934766	316709	08/31/18	26.28
	XCEL ENERGY	00001	934932	316879	09/04/18	95.76
					Account Total	955.23
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	934759	316709	08/31/18	199.42
					Account Total	199.42
	Travel & Transportation					
	CARLSON KURT A	00001	934756	316709	08/31/18	176.00
					Account Total	176.00
					Department Total	1,330.65

5016	PKS- Trail Ranger Patrol	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	934767	316709	08/31/18	30.00
	XCEL ENERGY	00001	934340	316352	08/28/18	157.04
					Account Total	187.04
	Travel & Transportation					
	CLARK AARON	00001	934930	316879	09/04/18	112.00
					Account Total	112.00
	Water/Sewer/Sanitation					
	NORTH WASHINGTON ST WATER & SA	00001	934337	316352	08/28/18	4,238.83
	NORTH WASHINGTON ST WATER & SA	00001	934764	316709	08/31/18	52,851.06
	REPUBLIC SERVICES #535	00001	934329	316350	08/28/18	195.00
					Account Total	57,284.89
					Department Total	57,583.93

1089	PLN- Boards & Commissions	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	FOREST SEAN	00001	934230	316247	08/27/18	65.00
	GARNER, ROSIE	00001	934231	316247	08/27/18	65.00
	HERRERA, AARON	00001	934228	316247	08/27/18	65.00
	PLAKORUS DAVID	00001	934233	316247	08/27/18	65.00
	RICHARDSON SHARON	00001	934234	316247	08/27/18	65.00
	THOMPSON GREGORY PAUL	00001	934227	316247	08/27/18	65.00
					Account Total	390.00
					Department Total	390.00

8624	Retiree-Vision	Fund	Voucher	Batch No	GL Date	Amount
	Ins. Premium-Vision					
	KELLER MARYANN	00019	935163	317261	09/07/18	4.99
	KELSALL THOMAS	00019	935162	317261	09/07/18	7.22
					Account Total	12.21
					Department Total	12.21

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	IMS	00013	934713	316622	08/30/18	2,792.99
	ULTEIG ENGINEERS INC	00013	934712	316622	08/30/18	32,347.31
	VARIDESK LLC	00013	934714	316622	08/30/18	4,585.50
	VILLALOBOS CONCRETE INC	00013	934997	316922	09/05/18	66,621.42
	VILLALOBOS CONCRETE INC	00013	934997	316922	09/05/18	165,283.11
					Account Total	271,630.33
	Retainages Payable					
	VILLALOBOS CONCRETE INC	00013	934997	316922	09/05/18	3,331.07-
	VILLALOBOS CONCRETE INC	00013	934997	316922	09/05/18	8,264.16-
					Account Total	11,595.23-
					Department Total	260,035.10

2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	BAESSLER JENNIFER	00001	934726	316694	08/31/18	41.00
	MCINTOSH MICHAEL TODD	00001	934728	316694	08/31/18	88.00
	MCINTOSH MICHAEL TODD	00001	934729	316694	08/31/18	41.00
	OSBORNE MARC	00001	934730	316694	08/31/18	41.00
					Account Total	211.00
					Department Total	211.00

2071	SHF- Detention Facility	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	ABDULLA GILBERT L	00001	934723	316694	08/31/18	277.00
	AUSTIN IAN M	00001	934724	316694	08/31/18	277.00
					Account Total	554.00
					Department Total	554.00

2017	SHF- Patrol Division	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	AUSTIN IAN M	00001	934725	316694	08/31/18	65.00
	JENSEN DEBORAH JANE	00001	934727	316694	08/31/18	188.00
	SCOTT ERICA	00001	934731	316694	08/31/18	188.00
	VONFELDT SKYLAR	00001	934733	316694	08/31/18	60.00
					Account Total	501.00
					Department Total	501.00

4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	934439	316474	08/29/18	1,052.27
					Account Total	1,052.27
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	934418	316390	08/28/18	180.00
					Account Total	180.00
	Telephone					
	CENTURYLINK	00043	934417	316390	08/28/18	48.59
					Account Total	48.59
	Water/Sewer/Sanitation					
	AURORA WATER	00043	934416	316390	08/28/18	5,201.25
					Account Total	5,201.25
					Department Total	6,482.11

35	Workforce & Business Center	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ELEMENTS	00035	934701	316622	08/30/18	17,341.11
					Account Total	17,341.11
					Department Total	17,341.11

Grand Total	**1,039,957.97**

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, SEPTEMBER 11, 2018

1. ROLL CALL (09:27 AM)
   Present: All Commissioners present.

2. PLEDGE OF ALLEGIANCE (09:28 AM)

3. MOTION TO APPROVE AGENDA (09:28 AM)
   Motion to Approve 3. MOTION TO APPROVE AGENDA with the exception of item 6R Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:28 AM)

5. PUBLIC COMMENT (09:28 AM)

A. Citizen Communication (09:28 AM)

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication (09:54 AM)

6. CONSENT CALENDAR (10:02 AM)
   A. 18-839 List of Expenditures Under the Dates of August 27-31, 2018
   B. 18-841 Minutes of the Commissioners' Proceedings from September 4, 2018
   C. 18-807 Resolution Approving Memorandum of Agreement between Adams County and Daniel Martinez, for Property Necessary for the Lower Hoffman Drainageway Improvements Project (File approved by ELT)
   D. 18-808 Resolution Approving Right-of-Way Agreement between Adams County and Jeffrey Barger and Roxana Barger, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
   E. 18-809 Resolution Approving Right-of-Way Agreement between Adams County and Fidel Mendez and Martha Mendez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
   F. 18-810 Resolution Approving Right-of-Way Agreement between Adams County and Richard T. Fiskum and Debra K. Fiskum, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
   G. 18-812 Resolution Approving Right-of-Way Agreement between Adams County and Susan G. Yoshimura and Jay A. Yoshimura, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
   H. 18-814 Resolution Approving the Second Amendment to the Intergovernmental Agreement between Adams County and the Town of Bennett for an Office Space Lease (File approved by ELT)
   I. 18-816 Resolution Approving Grant Agreement between Adams County and the State of Colorado Department of Public Safety Division of Homeland Security and Emergency

Management for the 2018 Emergency Management Performance Grant Program (File approved by ELT)

J. 18-817 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 1, Pecos Street Phase, Case No. PRC2012-00001, PRC2012-00007 (File approved by ELT)

K. 18-818 Resolution Approving Right-of-Way Agreement between Adams County and Thomas Wolf and Diane C. Wolf, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

L. 18-823 Resolution Approving Right-of-Way Agreement between Adams County and Vandara Pongphachanxay, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

M. 18-824 Resolution Approving Right-of-Way Agreement between Adams County and Jonathan A. Shafto and Kathrene L. Shafto, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

N. 18-826 Resolution Approving Right-of-Way Agreement between Adams County and Kevin Ray Kitzmann and Patricia Ann Kitzmann, for Property Necessary for The 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

O. 18-828 Resolution Approving Right-of-Way Agreement between Adams County and Rhianna M. Ross, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

P. 18-836 Resolution Appointing Thomas D. Green to the Board of Adjustment as a Regular Member (File approved by ELT)

Q. 18-837 Resolution Appointing Rita M. Price to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR with the exception of 6R Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

7. NEW BUSINESS (10:02 AM)

A. COUNTY MANAGER (10:02 AM)

1. 18-815 Resolution Approving Amendment One to the Agreement between Adams County and Cesco Linguistic Services Inc., for Translation and Interpretation Services (File approved by ELT) (10:02 AM)

Motion to Approve 1. 18-815 Resolution Approving Amendment One to the Agreement between Adams County and Cesco Linguistic Services Inc., for Translation and Interpretation Services
(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

R. 18-854 Resolution Approving the Aerotropolis Regional Transportation Authority Member Contribution Funding Agreement (File approved by ELT)

Motion to Approve R. 18-854 Resolution Approving the Aerotropolis Regional Transportation Authority Member Contribution Funding Agreement
(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, passed with a roll call vote 4:1.

B. COUNTY ATTORNEY (10:04 AM)

8. LAND USE HEARINGS (10:07 AM)

A. Cases to be Heard (10:07 AM)

1. 18-797 RCU2017-00006 7300 Leyden Storage (File approved by ELT) (10:07 AM)

Motion to Approve 1. 18-797 RCU2017-00006 7300 Leyden Storage
(File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve

O'Dorisio, unanimously carried.

2. 18-798 RCU2017-00015 Crown Castle II (File approved by ELT) (10:22 AM)
   Motion to Approve 2. 18-798 RCU2017-00015 Crown Castle II (File approved by ELT) Moved by Erik Hansen, seconded by Eva J. Henry, unanimously carried.
   Present: Commissioner Henry,Commissioner Tedesco,Commissioner O'Dorisio, Commissioner Hodge
   Excused: Commissioner Hansen
3. 18-804 PLN2018-00020 Creekside South Metropolitan District Service Plan (File approved by ELT) (10:29 AM)
   Exclusion Request
   Motion to Approve to not allow Exclusion Request Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
   Motion to Approve 3. 18-804 PLN2018-00020 Creekside South Metropolitan District Service Plan (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
4. 18-827 RCU2018-00021 TruStile Rezoning (File approved by ELT) (11:14 AM)
   Motion to Approve 4. 18-827 RCU2018-00021 TruStile Rezoning (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution authorizing the acquisition of property interests necessary for the construction of improvements for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: July 31, 2018
AUTHORIZATION TO MOVE FORWARD: ☒ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners authorizes the acquisition of property interests for the Lowell Boulevard Improvement Project by resolution.

BACKGROUND:

Adams County has submitted and received funding from the Adams County Board of County Commissioners for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue (hereinafter "Project"). The Project consists of approximately 3,500 feet or 0.6463 miles of new 2-lane minor arterial roadway. The County has prepared construction plans, right-of-way plans and legal descriptions that determined the need to acquire various property interests from eleven (11) property ownerships. Negotiations with one fee owner of record, TDSO Holdings, LLC (TDSO) has not moved forward. Adams County sent a Notice of Intent to Acquire Property to TDSO, on May 9, 2017, pursuant to C.R.S. § 38-1-121(1), and sent an Offer of Fair Market Value to acquire TCE-14 on July 2, 2018, based on an appraisal of such property, to which Adams County received no response. To assure that the acquisitions can be obtained in a timely manner and not jeopardize project deadlines, County staff needs to have authority to use the power of eminent domain to acquire the property interests necessary for the Project should good faith negotiations be unsuccessful. The resolution allows the Board of County Commissioners to authorize the use of eminent domain to acquire property interests for the Lowell Boulevard Project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and Office of the County Attorney

ATTACHED DOCUMENTS:

Draft resolution
Legal Description of TCE-14

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY INTERESTS NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE LOWELL BOULEVARD IMPROVEMENTS PROJECT – CLEAR CREEK TO WEST 62ND AVENUE

Resolution 2018-

WHEREAS, Adams County has proposed the construction of Lowell Boulevard for the Lowell Boulevard Improvements Project – Clear Creek to West 62nd Avenue ("Project"); and,

WHEREAS, Adams County, through engineering studies and design, has deemed it necessary to construct improvements as part of the Project consisting of the construction of a roadway and its appurtenances, including but not limited to roadway pavement, curb, gutter and sidewalk, pedestrian paths, drainage infrastructures, and streetscaping required for the Project; and,

WHEREAS, the Adams County Public Works Department has submitted the Project to the Adams County Board of County Commissioners for the consideration of funds to construct the Project; and,

WHEREAS, the Adams County Board of County Commissioners has approved funding for the Project; and,

WHEREAS, Adams County has also budgeted funds for the acquisition of the necessary property interests required for the Project; and,

WHEREAS, right-of-way and design plans for the Project are available upon request from the Adams County Public Works Department; and,

WHEREAS, to the best knowledge of Adams County, TDSO Holdings, LLC ("TDSO"), is the fee owner of record of property necessary to be acquired for the Project identified as ROW #4 and described more specifically in the attached exhibit; and,

WHEREAS, a temporary construction easement will be necessary over certain property identified as TCE #14 and more specifically described in the exhibit attached to the Temporary Construction Easement and Right-of-Entry attached hereto; and,

WHEREAS, Adams County sent a Notice of Interest to Acquire Property to TDSO, on May 5, 2017, pursuant to C.R.S. § 38-1-121(1), and sent an Offer of Fair Market Value to purchase TCE#14 on July 2, 2018, based on an appraisal of such property, but has been unable to acquire the property through negotiation; and,

WHEREAS, after the Notice of Interest to Acquire Property was sent, the legal descriptions of the ROW #4 and TCE #14 changed. Thus, Adams County sent a Notice of Intent to Acquire and Final Offer to TDSO, on August 29, 2018, pursuant to C.R.S. § 38-1-121(1), with the accurate

legal descriptions, offering to purchase such property interests for the appraised value, but to date has been unable to acquire the property through negotiation; and,

WHEREAS, the construction of the Project will serve the general public and is necessary for the health, safety and welfare of the citizens of Adams County; and,

WHEREAS, Adams County has the authority to use the power of eminent domain to condemn private property for county road purposes pursuant to C.R.S. § 43-2-112.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that it is in the interest of the general public's health, safety and welfare to acquire the property interests necessary for the Project and to construct the Project.

BE IT FURTHER RESOLVED, that the Public Works Department or its designee is hereby authorized and directed to acquire the property interests necessary for the Project as identified herein above based on good faith negotiations.

BE IT FURTHER RESOLVED, that the County Attorney's Office, or outside counsel hired by the County Attorney's Office, is authorized to acquire by means of eminent domain any of the property interests necessary for the construction of the Project, including, but not limited to, ROW #4 and TCE#14.

BE IT FURTHER RESOLVED, that immediate possession of the property interests necessary for the construction of the Project is necessary and required for the reasons and purposes described herein.

TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT-OF-ENTRY

THIS AGREEMENT, made and entered into this _____ day of _____, 201__, by and between **TDSO Holdings, LLC,** a Colorado limited liability company, whose address is **6161 Lowell Boulevard, Denver, Colorado 80221** hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100s DOLLARS ($37,750.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $35,200.00 for the removal and demolition of 573 square foot single family ranch residence and $2,550.00 for the temporary construction easement. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement. Furthermore, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

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

Also known by street and number as: **5897 Tennyson Street**

Assessor's schedule or parcel numbers: part of **01825-07-4-00-003**

Said easement and right-of-entry is for the purpose of modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk, removal and demolition of 573 square foot single family ranch residence, utility meters, septic tank, removal of trees, and for relocating privately owned improvements which are currently within the street right-of-way such as mailboxes, driveway approaches, and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the expense of County.

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

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of-Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **Two Hundred Twelve and 50/100s Dollars ($212.50) per month**. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of-Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of-Entry.

TDSO Holdings, LLC,
a Colorado limited liability company

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

201____, by _____ as _____ and by

_____ as _____ of

TDSO Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT-TCE #14

FROM
TDSO HOLDINGS, LLC.
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

A TEMPORARY CONSTRUCTION EASEMENT, being a portion of the tract of land described in Warranty Deed recorded on March 7, 2006 at Reception No. 20060307000233650 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1948.49 feet;

Thence South 89°42'09" West, a distance of 40.00 feet to the Point of Beginning;

Thence continuing South 89°42'09" West along the South line of said tract of land described at Reception No. 20060307000233650, a distance of 68.00 feet;

Thence North 00°07'00" East, a distance of 143.58 feet to the North line of said tract of land;

Thence South 85°31'52" East along the North line of said tract of land, a distance of 68.20 feet;

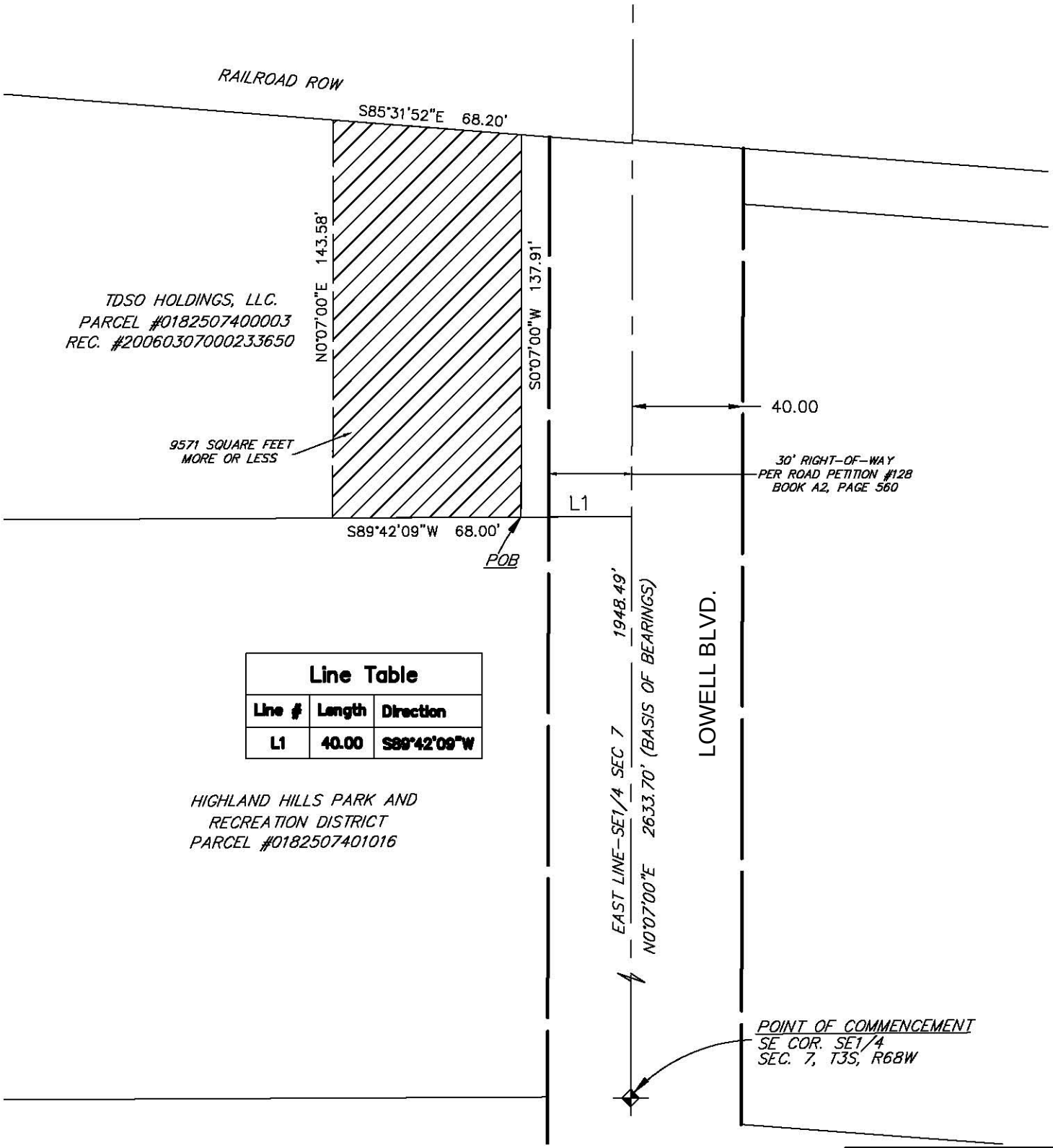
Thence South 00°07'00" West, a distance of 137.91 feet to the Point of Beginning,

containing 9571 square feet, or 0.2197 acre, more or less

ADAMS COUNTY PUBLIC WORKS DEPARTMENT – RIGHT-OF-WAY UNIT

EXHIBIT-TCE #14

LOCATED in the SE¼ SEC 7
T3S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



Line Table		
Line #	Length	Direction
L1	40.00	S89°42'09"W

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. PROPOSED DIMENSIONS SHOWN ARE ROUNDED AND NOT NECESSARILY REPRESENTATIVE OF FINALIZED PLANS.

N

ADAMS COUNTY
COLORADO

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Robert E. Johansen and Melody K. Johansen, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Robert E. Johansen and Melody K. Johansen for dedication of road right-of-way for $935. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND ROBERT E. JOHANSEN AND MELODY K. JOHANSEN, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 340 Elbert Way located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Robert E. Johansen and Melody K. Johansen ("Parcel 50"); and,

WHEREAS, Adams County requires ownership of Parcel 50 for construction of the street improvements; and,

WHEREAS, Robert E. Johansen and Melody K. Johansen are willing to sell Parcel 50 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Robert E. Johansen and Melody K. Johansen, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Robert E. Johansen and Melody K. Johansen** whose address is **340 Elbert Way, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **340 Elbert Way, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS ($935.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $300.00 for fence, $50.00 for landscaping rock, and $45.00 for indirect costs. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 50 square feet of lawn/sod, fence, and landscaping rock. But the County has agreed to reimburse the owner the expense of

the lost lawn/sod, fence, landscaping rock, and indirect costs, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Robert E Johansen
Robert E. Johansen

By: Melody K Johansen
Melody K. Johansen

Date: 7-1-18

Date: 7/1/18

Approved:

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

_____
Chair

_____
Date

Approved as to Form:

_____
County Attorney

EXHIBIT "A"

DEED FROM ROBERT AND MELODY JOHANSEN TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 14, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence North 63°16'45" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 18°16'45" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 1;

Thence North 26°43'15" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

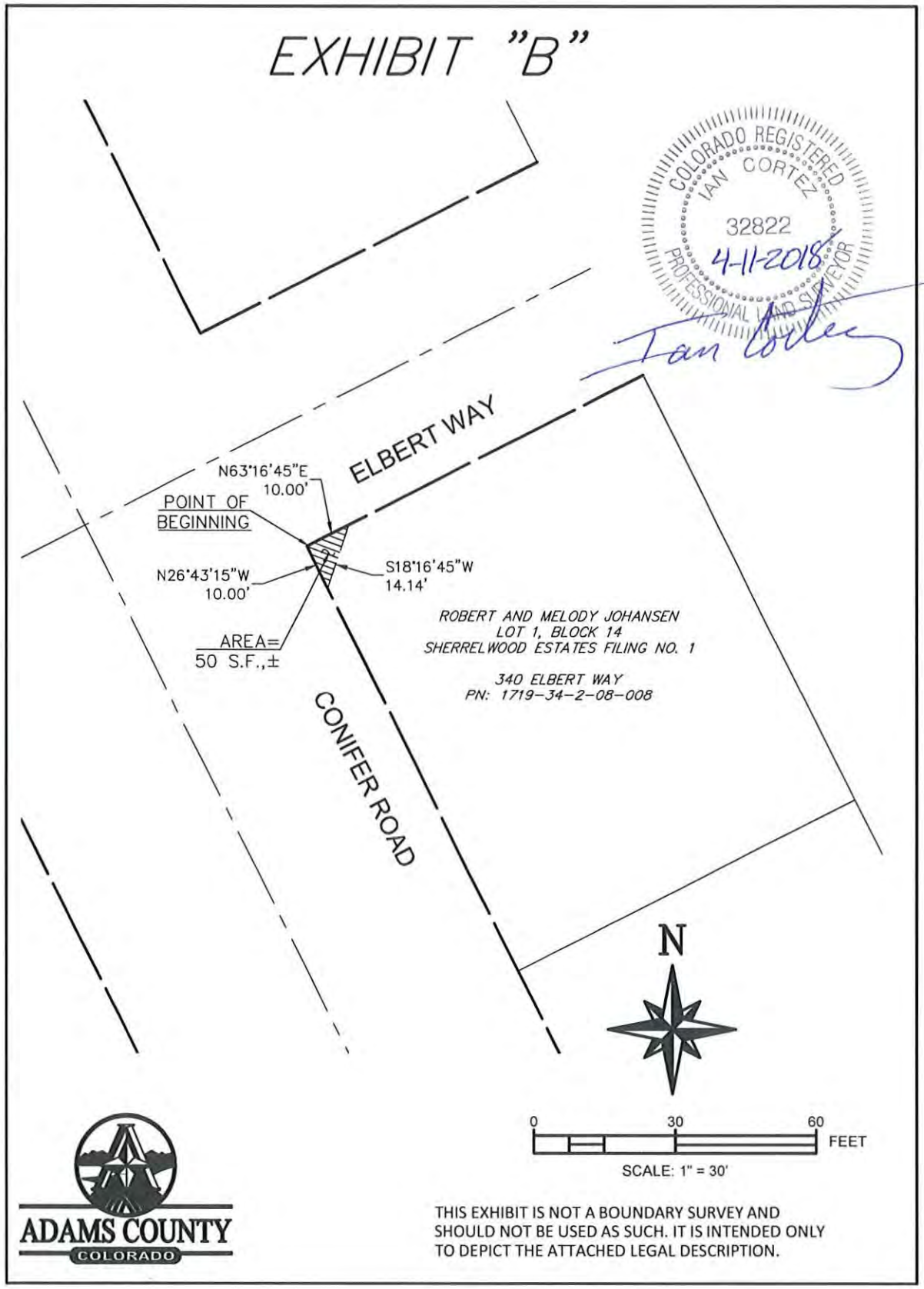
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Carol K. Brethauer, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Carol K. Brethauer for dedication of road right-of-way for $1,250.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND CAROL K. BRETHAUER, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 301 West 78th Place located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Carol K. Brethauer ("Parcel 51"); and,

WHEREAS, Adams County requires ownership of Parcel 51 for construction of the street improvements; and,

WHEREAS, Carol K. Brethauer is willing to sell Parcel 51 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Carol K. Brethauer, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Carol K. Brethauer** whose address is **301 West 78th Place, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **301 West 78th Place, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($1,250.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $225.00 for chain link fence, $370.00 for concrete landscape, $40.00 for sprinkler head and tubing, $40.00 for plants, and $35 for indirect costs. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 14 lineal feet of chain link fence, concrete landscape, sprinkler head and tubing, plants, and indirect costs. But the County has agreed to reimburse the owner the expense of the lost chain link fence, concrete landscape, sprinkler head and tubing, plants, and indirect costs and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Carol K. Brethauer
Carol K. Brethauer

Date: 7/17/2018

Approved:

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

_____ _____
Chair Date

Approved as to Form:

_____
County Attorney

EXHIBIT "A"

DEED FROM ROBERT AND MELODY JOHANSEN TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 14, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence North 63°16'45" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 18°16'45" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 1;

Thence North 26°43'15" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

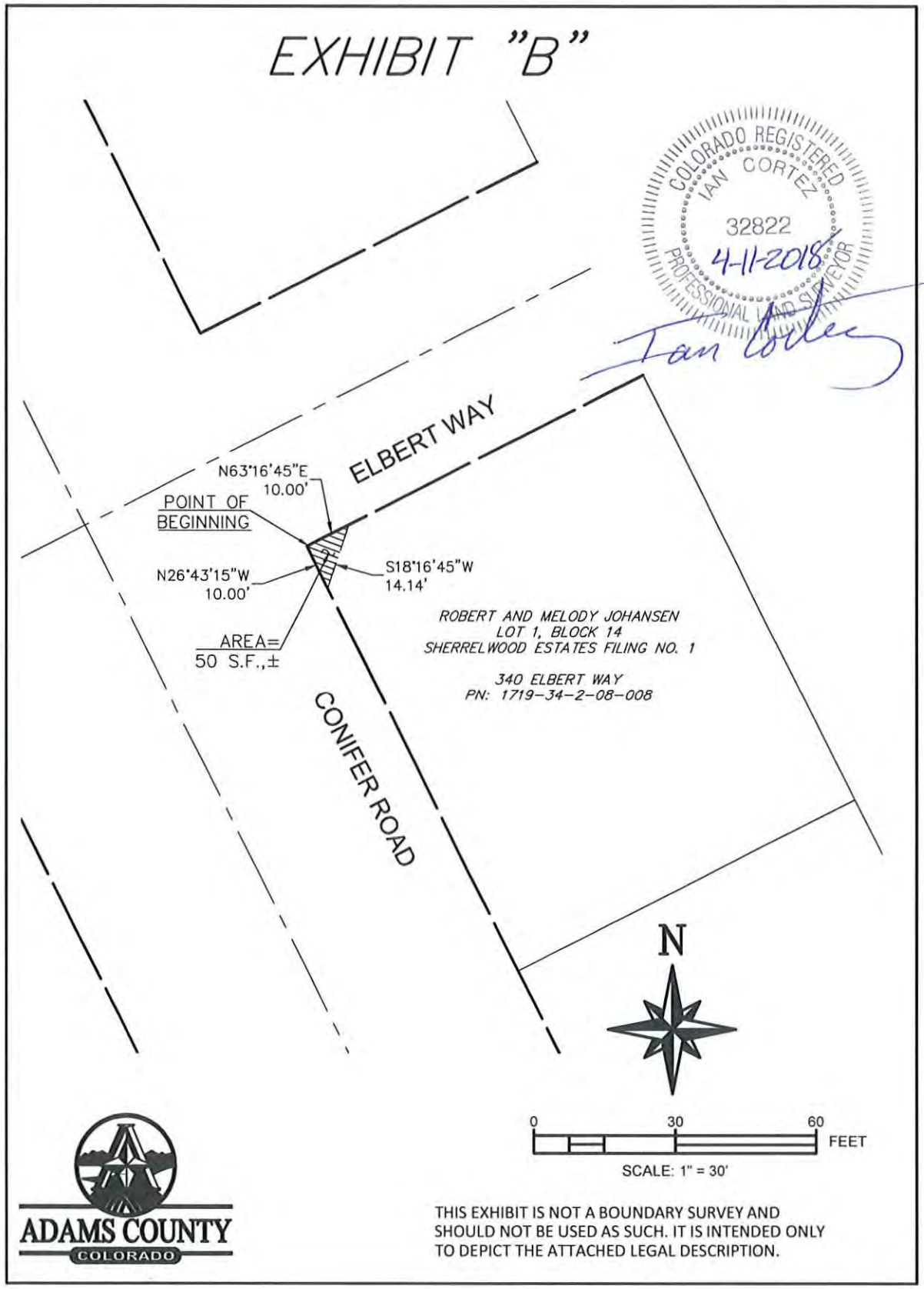
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Melissa D. Garcia, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Melissa D. Garcia for dedication of road right-of-way for $675.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND MELISSA D. GARCIA, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 280 West 78th Place located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Melissa D. Garcia ("Parcel 52"); and,

WHEREAS, Adams County requires ownership of Parcel 52 for construction of the street improvements; and,

WHEREAS, Melissa D. Garcia is willing to sell Parcel 52 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Melissa D. Garcia, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Melissa D. Garcia** whose address is **280 West 78th Place, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **280 West 78th Place, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($675.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $80.00 for landscape wall, and $55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 50 square feet of lawn/sod, and landscape timber. But the County has agreed to reimburse the owner the expense of the lost lawn/sod, and landscape timber and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Melissa D. Garcia
Melissa D. Garcia

Date: 6/29/2018

Approved:

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

_____ _____

Chair Date

Approved as to Form:

_____

County Attorney

EXHIBIT "A"

DEED FROM MELISSA GARCIA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 13, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence North 63°16'45" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 18°16'45" West, a distance of 14.14 feet to a point on the Westerly line of said Lot 1;

Thence North 26°43'15" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

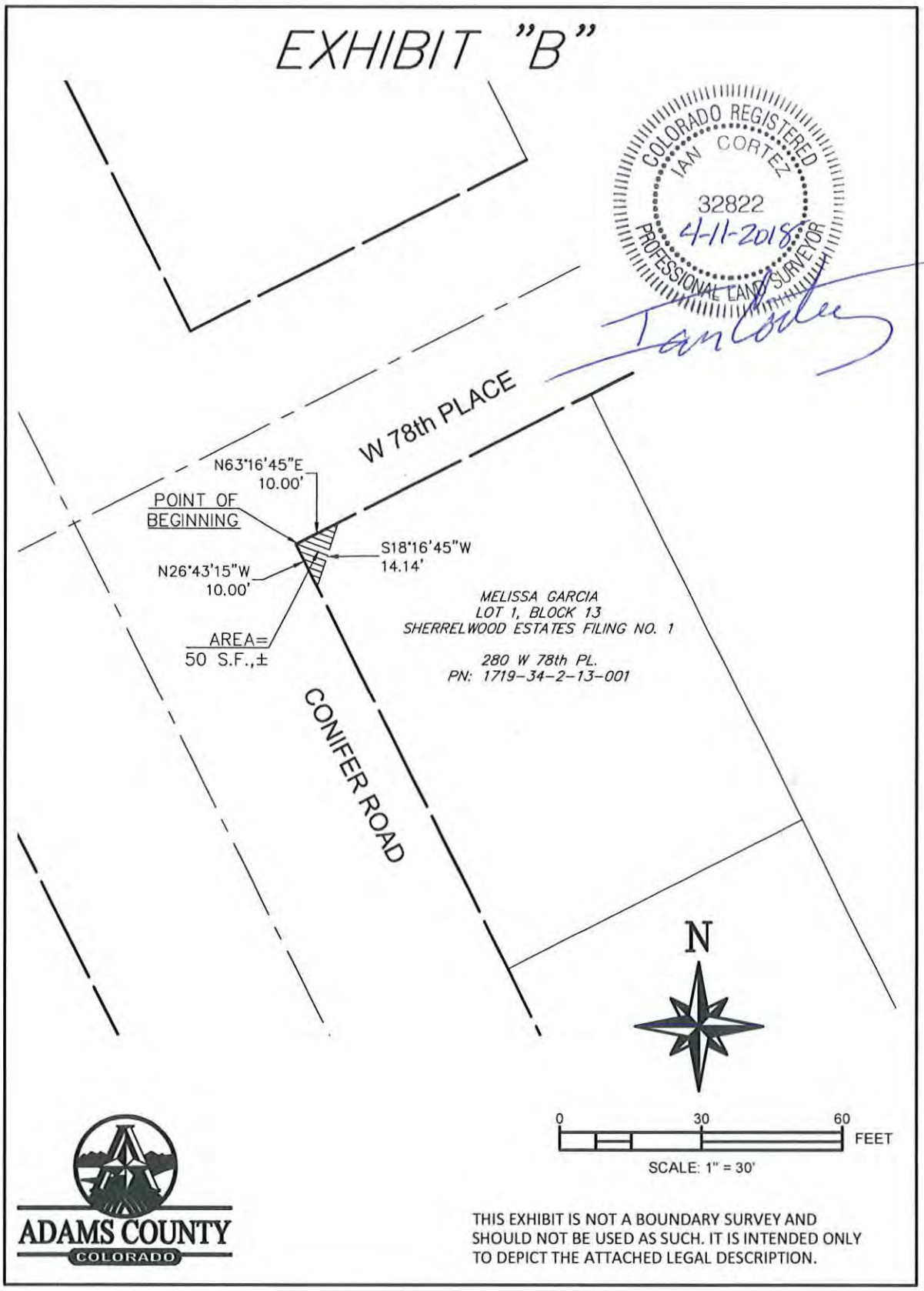
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Carlos De Anda, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Carlos De Anda for dedication of road right-of-way for $642.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND CARLOS DE ANDA, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7750 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Carlos De Anda ("Parcel 55"); and,

WHEREAS, Adams County requires ownership of Parcel 55 for construction of the street improvements; and,

WHEREAS, Carlos De Anda is willing to sell Parcel 55 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Carlos De Anda, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Carlos De Anda** whose address is **7750 Conifer Road, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7750 Conifer Road, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED FORTY-TWO AND NO/100 DOLLARS ($642.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $40.00 for juniper bush, $42.00 for lawn/sod and $20.00 for landscape blocks. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 40 square feet of lawn/sod, juniper bush, and landscaping blocks. But the County has agreed to reimburse the owner the expense of

the lost lawn/sod, juniper bush, and landscaping blocks, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: _____

Carlos De Anda

Date: 06/29/2018

Approved:

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

_____ _____

Chair Date

Approved as to Form:

_____

County Attorney

EXHIBIT "A"

DEED FROM CARLOS DE ANDA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 16, Block 12, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 16, thence North 26°43'15" West, along the Westerly line of said Lot 16, a distance of 10.00 feet;

Thence leaving said Westerly line, South 71°43'15" East, a distance of 14.14 feet to a point on the Southerly line of said Lot 16;

Thence South 63°16'45" West, along the Southerly line of said Lot 16, a distance of 10.00 feet to the Point of Beginning.

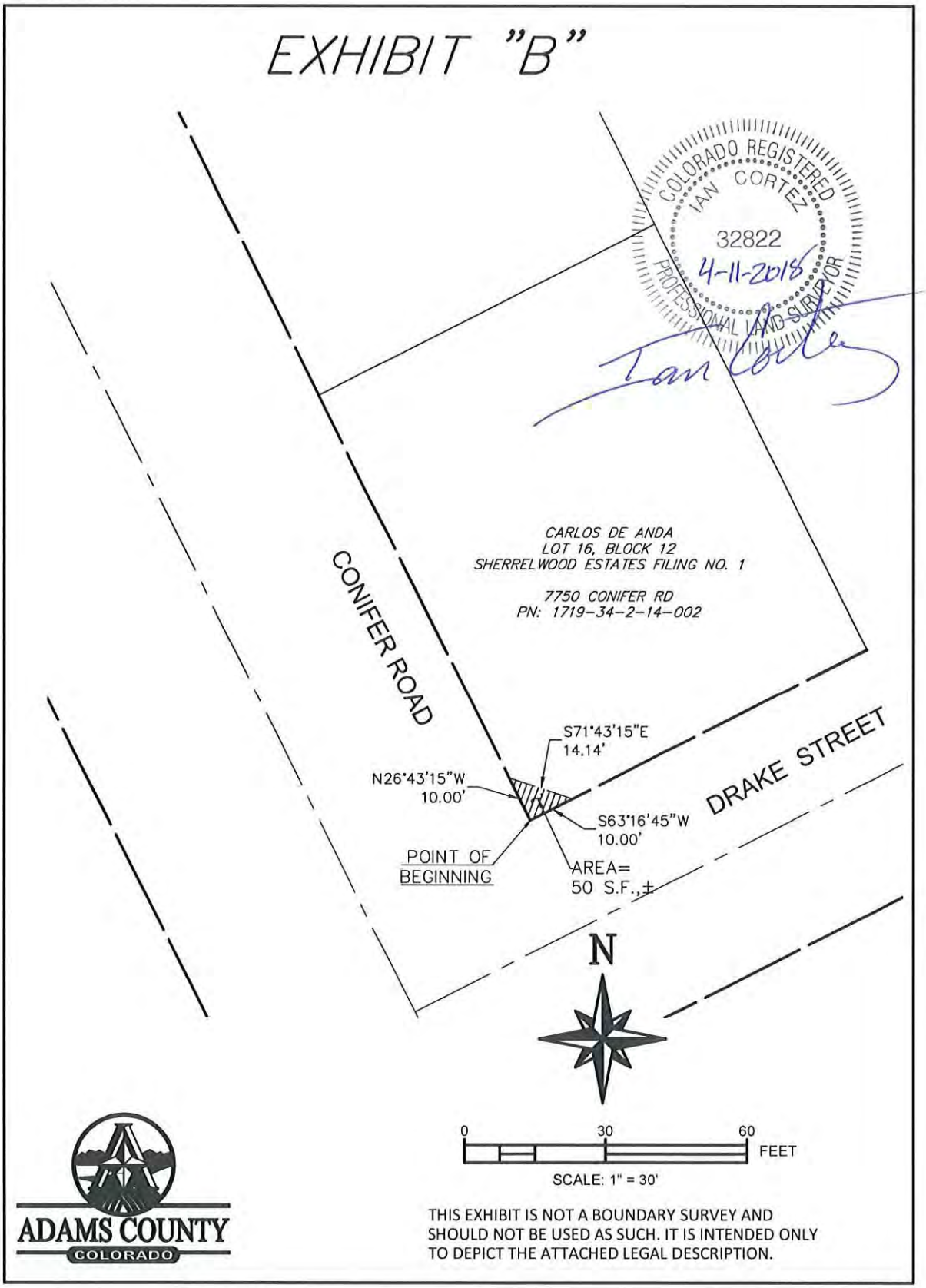
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and David J. Gaitan, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and David J. Gaitan for dedication of road right-of-way for $1,280.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND DAVID J. GAITAN, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 181 Delta Street located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by David J. Gaitan ("Parcel 57"); and,

WHEREAS, Adams County requires ownership of Parcel 57 for construction of the street improvements; and,

WHEREAS, David J. Gaitan is willing to sell Parcel 57 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and David J. Gaitan, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **David J. Gaitan** whose address is **181 Delta Street, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **181 Delta Street, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS ($1,280.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $225.00 for wood fence, $5.00 for rock landscape, $25.00 for tulips, $50.00 for flagstone pavers, $400.00 for labor, and $35.00 for indirect costs. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 15, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 14 lineal feet wood rail fence, rock landscape, tulips, flagstone pavers. But the County has agreed to reimburse the owner the expense of the lost wood rail fence, rock landscape, tulips, flagstone pavers, labor, and indirect costs, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: David J. Gaitan
David J. Gaitan

Date: 6-22-18

Approved:

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

_____ _____
Chair Date

Approved as to Form:

_____
County Attorney

EXHIBIT "A"

DEED FROM DAVID GAITAN
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 20, Block 11, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southwesterly Corner of said Lot 20, thence North 49°43'10" East, along the Southerly line of said Lot 20, a distance of 10.00 feet;

Thence leaving said Southerly line, North 84°16'52" West, a distance of 13.89 feet to the beginning of a nontangent curve concave Northeasterly and having a radius of 860.00 feet, said curve being the Westerly line of said Lot 20;

Thence Southerly along said curve to the left, and the Westerly line of said Lot 20, a distance of 10.00 feet through a central angle of 0°39'58", with a chord bearing South 38°16'54" East and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

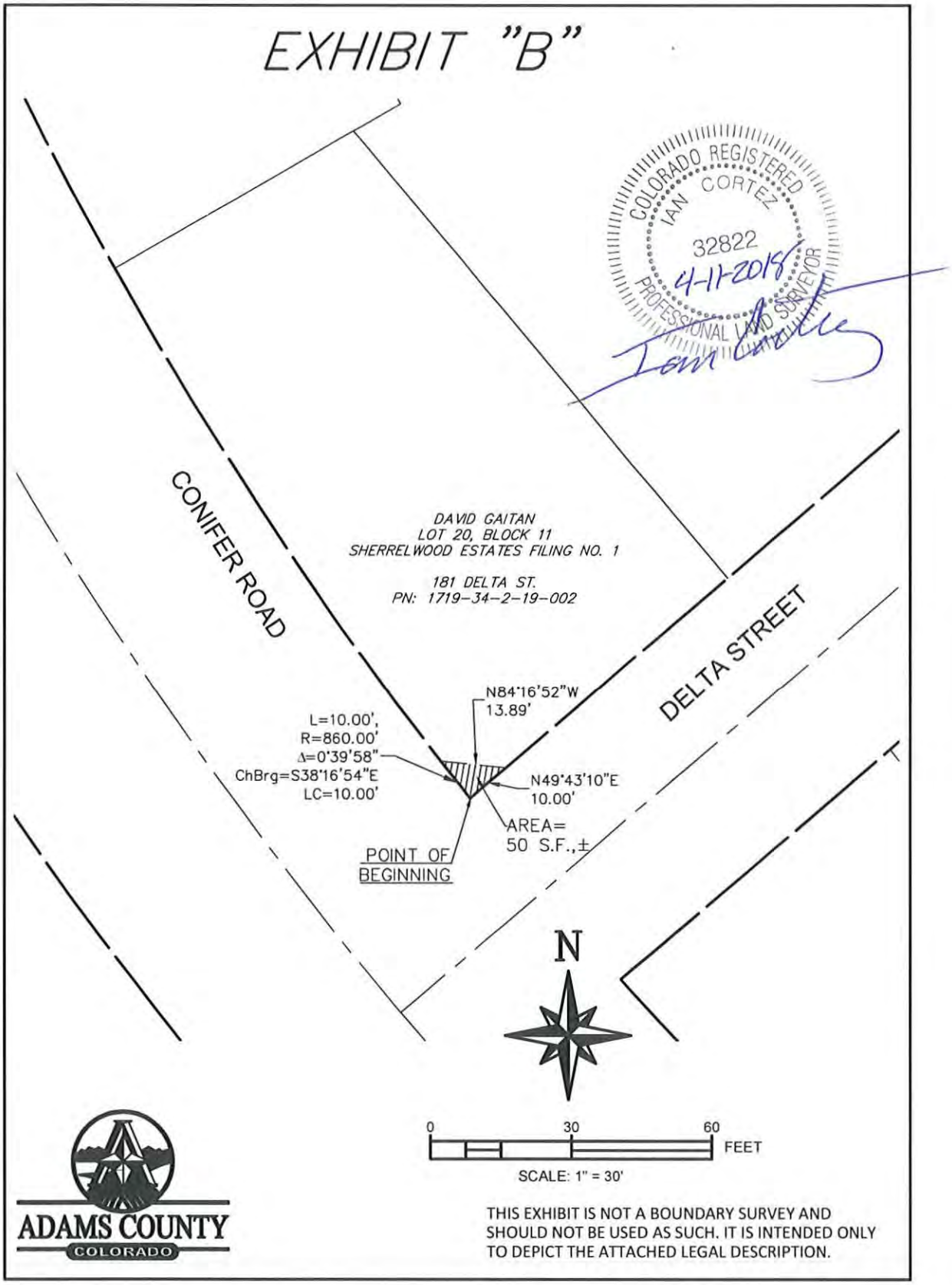
Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

COLORADO REGISTERED
IAN CORTEZ
32822
4-11-2016
PROFESSIONAL LAND SURVEYOR

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Jorge A. Gallegos and Aurora Fontes, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Jorge A. Gallegos and Aurora Fontes for dedication of road right-of-way for $930.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND JORGE A. GALLEGOS AND AURORA FONTES, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7706 Durango Street located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Jorge A. Gallegos and Aurora Fontes ("Parcel 60"); and,

WHEREAS, Adams County requires ownership of Parcel 60 for construction of the street improvements; and,

WHEREAS, Jorge A. Gallegos and Aurora Fontes are willing to sell Parcel 60 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Jorge A. Gallegos and Aurora Fontes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Jorge A. Gallegos and Aurora Fontes** whose address is **7706 Durango Street, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7706 Durango Street, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE HUNDRED THIRTY AND NO/100 DOLLARS ($930.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, and $390.00 for concrete driveway. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will remove approximately 25 square feet of concrete driveway. But the County has agreed to reimburse the owner the expense of the lost concrete driveway, and made a part of this Agreement.

5. The County will remove approximately 25 square feet of concrete driveway. But the County has agreed to reimburse the owner the expense of the lost concrete driveway, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: _____
Jorge A. Gallegos

Date: 7/25/18

By: Aurora Fontes
Aurora Fontes

Date: 7/25/18

Approved:

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

_____ _____
Chair Date

Approved as to Form:

_____
County Attorney

EXHIBIT "A"

DEED FROM JORGE GALLEGOS AND AUROR FONTES TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 9, Block 9, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence North 40°07'45" East, along the Northerly line of said Lot 9, a distance of 10.00 feet;

Thence leaving said Northerly line, South 4°52'15" East, a distance of 14.14 feet to a point on the Westerly line of said Lot 9;

Thence North 49°52'15" West, along the Westerly line of said Lot 9, a distance of 10.00 feet to the Point of Beginning.

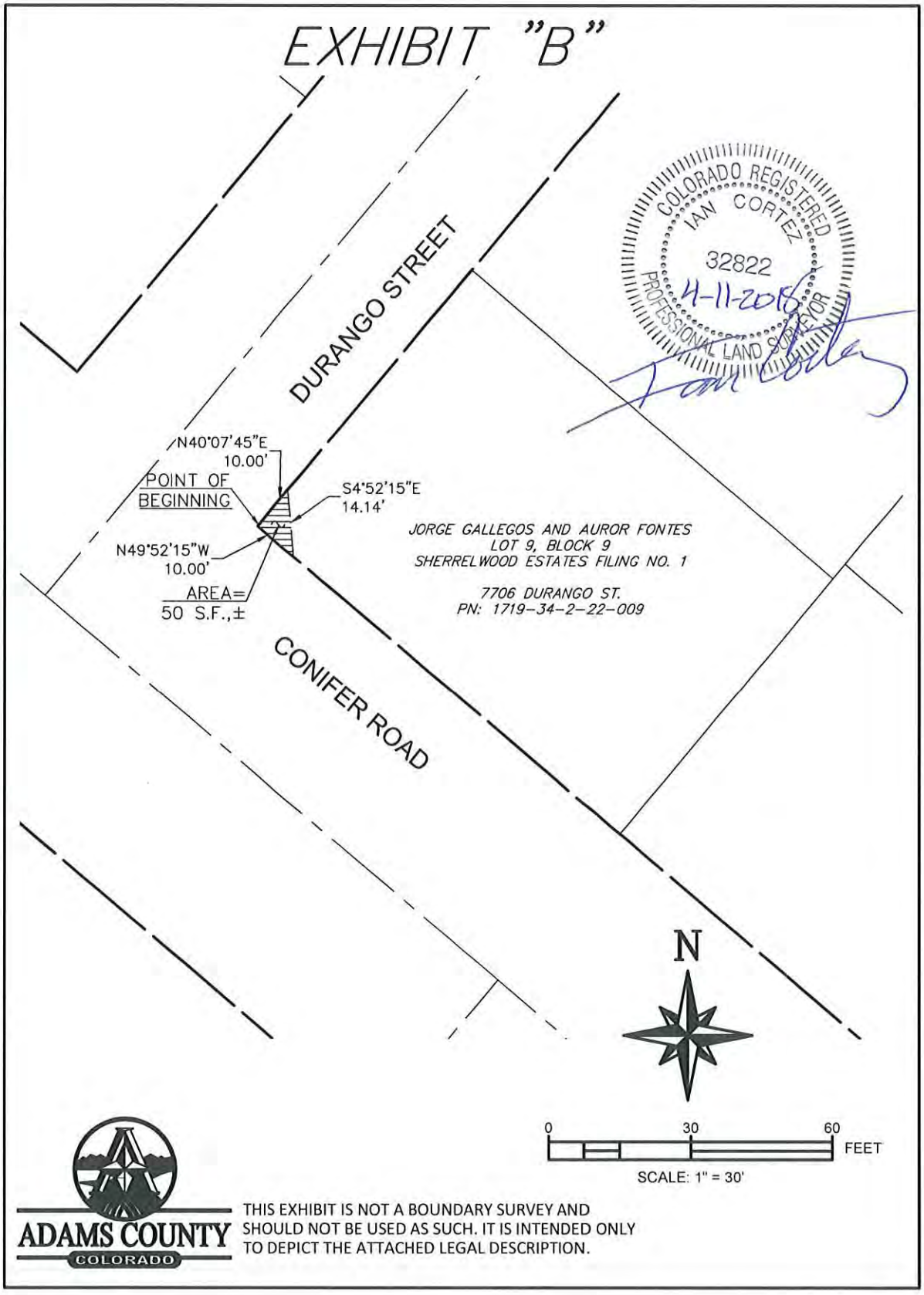
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Griffin Huff Kelley, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Jeffery Maxwell, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Griffin Huff Kelley for dedication of road right-of-way for $805.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$1,000,000

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND GRIFFIN HUFF KELLEY, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7688 Ellen Lane located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Griffin Huff Kelley ("Parcel 62"); and,

WHEREAS, Adams County requires ownership of Parcel 62 for construction of the street improvements; and,

WHEREAS, Griffin Huff Kelley is willing to sell Parcel 62 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Griffin Huff Kelley, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Griffin Huff Kelley** whose address is **7688 Ellen Lane, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7688 Ellen Lane, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED FIVE AND NO/100 DOLLARS ($805.00),** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of $540.00 for the land dedication of road right-of-way, $100.00 for trimming the pine bush and $165.00 for the boulder. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of July 19, 2018.

3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. The County will trim pine bush and remove the landscape boulder. But the County has agreed to reimburse the owner the expense of the lost of a portion of the pine bush and boulder, and made a part of this Agreement.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Griffin Kelley
Griffin Huff Kelley

Date: 7/12/18

Approved:

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

_____ _____

Chair Date

Approved as to Form:

_____

County Attorney

EXHIBIT "A"

DEED FROM GRIFFIN KELLEY
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 6, of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Lot 1, thence North 40°07'45" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 4°52'15" East, a distance of 14.14 feet to a point on the Westerly line of said Lot 1;

Thence North 49°52'15" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

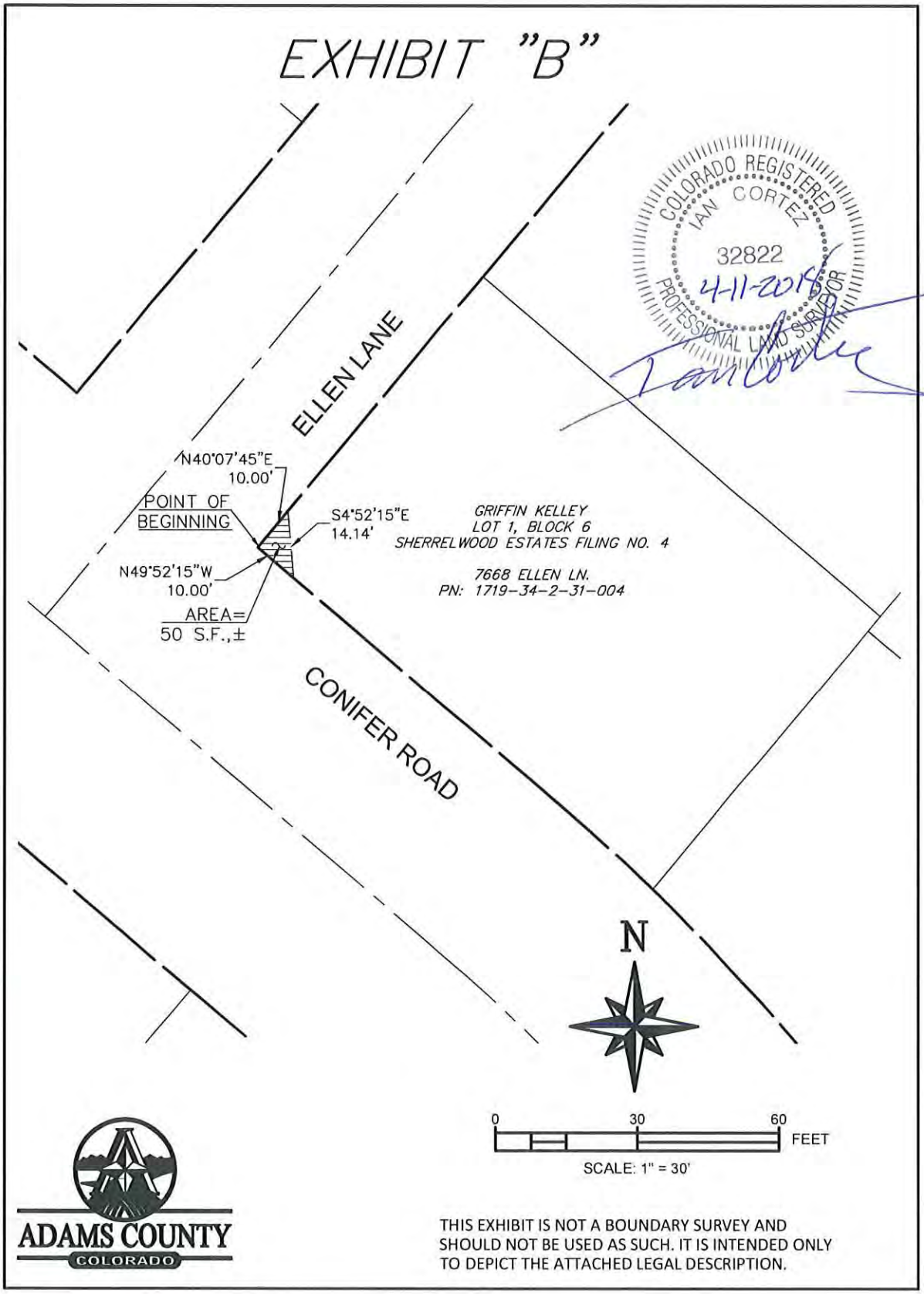
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

EXHIBIT "B"



ADAMS COUNTY
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way for East Colfax Avenue.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Warranty Deed from Vaquero Strasburg Partners, LP, to Adams County for the dedication of right-of-way for East Colfax Avenue..

BACKGROUND:

Vaquero Strasburg Partners, LP, has executed a Warranty Deed to dedicate road right-of-way to Adams County. The property is located at 56951 East Colfax Avenue. The right-of-way is being dedicated as part of requirement for a proposed development on the property for a Dollar General retail store.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Warranty Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM VAQUERO STRASBURG PARTNERS, LP, TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT-OF-WAY FOR EAST COLFAX AVENUE

WHEREAS, Vaquero Strasburg Partners, LP, has executed a Warranty Deed to dedicate a parcel of land for right-of-way purposes for East Colfax Avenue that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, this right-of-way dedication is in conjunction with the development of a Dollar General Store on the property; and

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Warranty Deed from Vaquero Strasburg Partners, LP, for property located in the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian as described in the attached Warranty Deed; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 12th day of July, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Vaquero Strasburg Partners, LP, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 12th day of June, 2018, between **VAQUERO STRASBURG PARTNERS, LP**, whose legal address is 2900 Wingate Street, Suite 200, Fort Worth, Texas, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway , Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

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

Dedicated for E Colfax Avenue
Also known by street and number as: 56951 E Colfax Avenue
Assessor's schedule or parcel number: part of 0181334300009

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

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

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

VAQUERO STRASBURG PARTNERS, LP

By: _____

Print Name: W.A. Landreth

Title: Manager

STATE OF TEXAS)
) §
County of Tarrant)

KYLE BARRETT
Notary Public, State of Texas
Comm. Expires 06-17-2022
Notary ID 129854451

The foregoing instrument was acknowledged before me this 12 day of June, 2018, by W.A. Landreth, Manager of Vaquero Ventures Management, LLC, which is the General Partner of Vaquero Strasburg Partners, LP.

Witness my hand and official seal.

My commission expires:
6-17-22

_____
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A" – Sheet 1 of 2

LEGAL DESCRIPTION: PUBLIC RIGHT-OF-WAY DEDICATION – 56951 E. COLFAX AVENUE

A sixty (60) foot wide PUBLIC RIGHT-OF-WAY DEDICATION over and across a portion of the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th P.M., also being a portion of that Parcel described by document (Book 4865, Pages 212-213, Adams County, Colorado records), situate in the Town of Strasburg, Adams County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 34 (all bearings in this description are relative to the South line of the Southwest Quarter of said Section 34, which bears N88°39'30"E "assumed"); thence N88°39'30"E along said Section 34's Southwest Quarter's South line, 155.00 feet to the Southwest corner of said Parcel, said corner also being the Point of Beginning of the DEDICATION herein described; thence continue N88°39'30"E along said South line, said line also being coincident with the Southerly line of said Parcel, 174.85 feet to the Southeast corner of said Parcel; thence N00°39'35"W along the Easterly line of said Parcel, 60.00 feet; thence S88°39'30"W, 174.89 feet to a point on the Westerly line of said Parcel; thence S00°41'51"E along said Parcel's Westerly line, 60.00 feet to the Point of Beginning and the terminus point of this description;

Containing 0.241 acres (10,492 square feet), more or less.

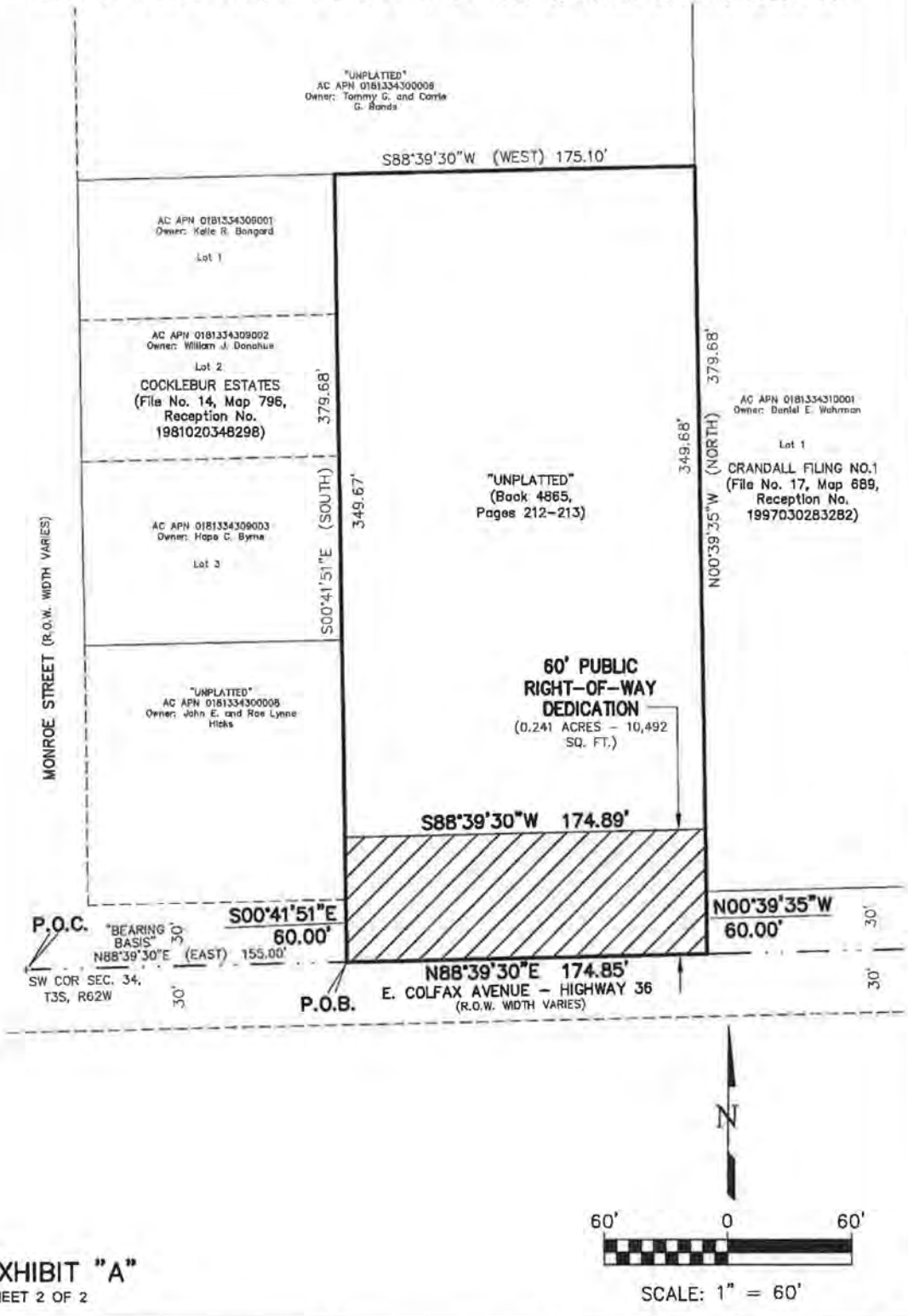
SURVEYOR'S STATEMENT: I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: 17050 ROW Legal.doc
DVH/dh

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH P.M., IN THE TOWN OF STRASBURG, ADAMS COUNTY, COLORADO.



SCALE: 1" = 60'

EXHIBIT "A"

SHEET 2 OF 2

Land Development Consultants, Inc.

PLANNING - SURVEYING

www.ldc-inc.com · TEL: (719) 528-6133 · FAX: (719) 528-6848

3898 MAIZELAND ROAD · COLORADO SPRINGS, CO 80909

DWN BY: WCS	DATE: 03/06//18
CK'D BY: DVH	REF. NO.: EsmtExhibit

NOTE: This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	COUNTY COMMENTS	04/17/18	DVH

PROJECT NUMBER

17050

F:_CAD\[illegible]\EXHIBITS.dwg

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM VAQUERO STRASBURG PARTNERS, LP, TO THE COUNTY OF ADAMS FOR RIGHT-OF-WAY PURPOSES

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 12th day of July, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from Vaquero Strasburg Partners, LP, for the dedication of road right-of-way for East Colfax Avenue being on the following described property:

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

WHEREAS, this property is being conveyed as a condition of a development project in the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chair of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution accepting a permanent drainage easement from Vaquero Strasburg Partners, LP, to Adams County for storm water drainage purposes
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a permanent drainage easement from Vaquero Strasburg Partners, LP, to Adams County

BACKGROUND:

Adams County is being granted a permanent drainage easement from Vaquero Strasburg Partners, LP, on a property located at 56951 East Colfax Avenue. The purpose of the easement is to allow the County to enter the property to inspect and maintain drainage facilities, which include inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, etc, located on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Drainage Easement
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM VAQUERO STRASBURG PARTNERS, LP, TO ADAMS COUNTY FOR STORM WATER DRAINAGE PURPOSES

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from Vaquero Strasburg Partners, LP, for property located in the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with a development project for a Dollar General Store on the property; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 12th day of July, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Drainage Easement from Vaquero Strasburg Partners, LP, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That VAQUERO STRASBURG PARTNERS, LP, property owner, whose legal address is 2900 Wingate Street, Suite 200, Fort Worth, Texas, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 12th day of June, 2018.

Vaquero Strasburg Partners, LP
By: Vaquero Ventures Management, LLC, its general partner

By: _____

Print Name: W.A. Landreth

Print Title: Manager

STATE OF ~~COLORADO~~ Texas)
) §
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 12 day of June, 2018 by W. A. Landreth, as Manager of Vaquero Ventures Management, LLC, general partner of Vaquero Strasburg Partners, LP, a Texas limited partnership

.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

_____
Notary Public

My commission expires: 6-17-22

KYLE BARRETT
Notary Public, State of Texas
Comm. Expires 06-17-2022
Notary ID 129854451

EXHIBIT "A" – Sheet 1 of 2

LEGAL DESCRIPTION: DETENTION POND EASEMENT – 56951 E. COLFAX AVENUE

A sixty-five (65) foot wide DETENTION POND EASEMENT over and across a portion of the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th P.M., also being a portion of that Parcel described by document (Book 4865, Pages 212-213, Adams County, Colorado records), situate in the Town of Strasburg, Adams County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 34 (all bearings in this description are relative to the South line of the Southwest Quarter of said Section 34, which bears N88°39'30"E "assumed"); thence N88°39'30"E along said Section 34's Southwest Quarter's South line, 155.00 feet to the Southwest corner of said Parcel; thence N00°41'51"W along the Westerly line of said Parcel, 314.68 feet to the Point of Beginning of the EASEMENT herein described; thence continue N00°41'51"W along said Parcel's Westerly line, 65.00 feet to the Northwest corner of said Parcel; thence N88°39'30"E along the Northerly line of said Parcel, 105.60 feet; thence S00°41'51"E, 65.00 feet; thence S88°39'30"W, 105.60 feet to the Point of Beginning and the terminus point of this description;

Containing 0.158 acres (6,864 square feet), more or less.

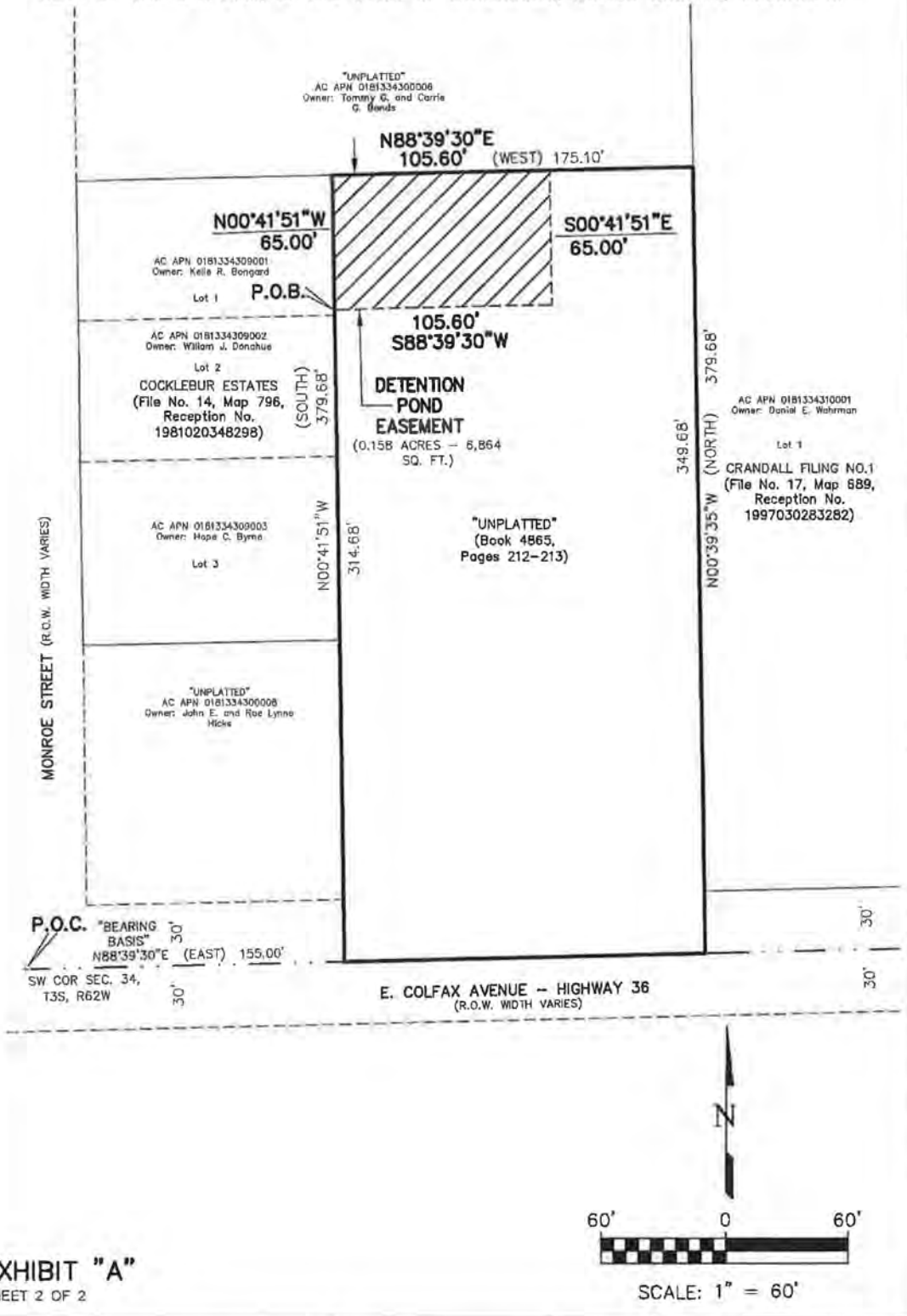
SURVEYOR'S STATEMENT: I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: 17050 DP Legal.doc
DVH/dh

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH P.M., IN THE TOWN OF STRASBURG, ADAMS COUNTY, COLORADO.



SCALE: 1" = 60'

EXHIBIT "A"

SHEET 2 OF 2

Land Development Consultants, Inc.

PLANNING - SURVEYING

www.ldc-inc.com - TEL: (719) 528-6133 - FAX: (719) 528-6848

3698 MAIZELAND ROAD - COLORADO SPRINGS, CO 80909

DWN BY: WCS	DATE: 03/06//18
CK'D BY: DVH	REF. NO.: EsmtExhibit

NOTE: This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

REVISIONS

NO.	DESCRIPTION	DATE	BY

PROJECT NUMBER

17050

F:_CAD\plotter\2016\PP&LC\DC LL TEMPLATES.dwg

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE EASEMENT FROM VAQUERO STRASBURG PARTNERS, LP, TO ADAMS COUNTY FOR STORM WATER DRAINAGE PURPOSES

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 12th day of July, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent drainage easement from Vaquero Strasburg Partners, LP, for storm water drainage purposes, being on the following described property:

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

WHEREAS, this Permanent Drainage Easement is in conjunction with a development project for a property located in the Southwest Quarter of Section 34, Township 3 South, Range 62 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution accepting a deed conveying property to Adams County for the dedication of right-of-way for Headlight Mile Road, Pass Me By Road and East 112th Avenue.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves a resolution accepting a Warranty Deed from BLPJ Enterprises LLC to Adams County for the dedication of right-of-way for Headlight Mile Road, Pass Me By Road and East 112th Avenue.

BACKGROUND:

BLPJ Enterprises, LLC, has executed a Warranty Deed to dedicate road right-of-way to Adams County. The right-of-way is being dedicated as part of a 35-acre parcel land survey plat subdivision. No public improvements are required with the land survey plat. The right-of-way dedication will provide legal access for the lots along Headlight Mile Road, Pass Me By Road and East 112th Avenue.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Warranty Deed
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM BLPJ ENTERPRISES, LLC, TO ADAMS COUNTY FOR THE DEDICATION OF ROAD RIGHT-OF-WAY

WHEREAS, BLPJ Enterprises, LLC, has executed a Warranty Deed to dedicate a parcel of land for right-of-way purposes for Headlight Mile Road, Pass Me By Road and East 112th Avenue that complies with County standards and will benefit the citizens of Adams County; and

WHEREAS, this right-of-way dedication is in conjunction with a land survey plat deposit; and

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting the Warranty Deed from BLPJ Enterprises, LLC, for property located in the Southeast Quarter of Section 2, Township 2 South, Range 62 West of the 6th Principal Meridian as described in the attached Warranty Deed; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 12th day of July, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from BLPJ Enterprises, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 3rd day of July 2018, between **BLPJ Enterprises, LLC,** whose legal address is 6162 South Poplar Street, Centennial, Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway , Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

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

Dedicated for Headlight Mile Road and East 112th Avenue
Assessor's schedule or parcel number: part of 0173100000005

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

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

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

BLPJ Enterprises, LLC

By: _____
Daniel Peavler

JORDAN M SUMMERS
Notary Public - State of Colorado
Notary ID 20134054510
My Commission Expires Aug 28, 2021

STATE OF COLORADO)
) §
County of Arapahoe)

The foregoing instrument was acknowledged before me this 3rd day of July, 2018, Daniel Peavler and BLPJ Enterprises, LLC, as owners.

Witness my hand and official seal.

My commission expires: Aug 28, 2021

_____
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT "A"

DEED FROM BLPJ ENTERPRISES LLC / DAN PEAVLER
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

THE WESTERLY 40.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

TOGETHER WITH

THE SOUTHERLY 60.00 FEET OF THE SOUTHWEST QUARTER AND THE SOUTHERLY 60.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

TOGETHER WITH

THE SOUTHERLY 1009.42 FEET OF THE EASTERLY 40.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 6TH P.M., SAID PARCEL CONTAINING 8.67 ACRES MORE OR LESS, COUNTY OF ADAMS, STATE OF COLORADO.

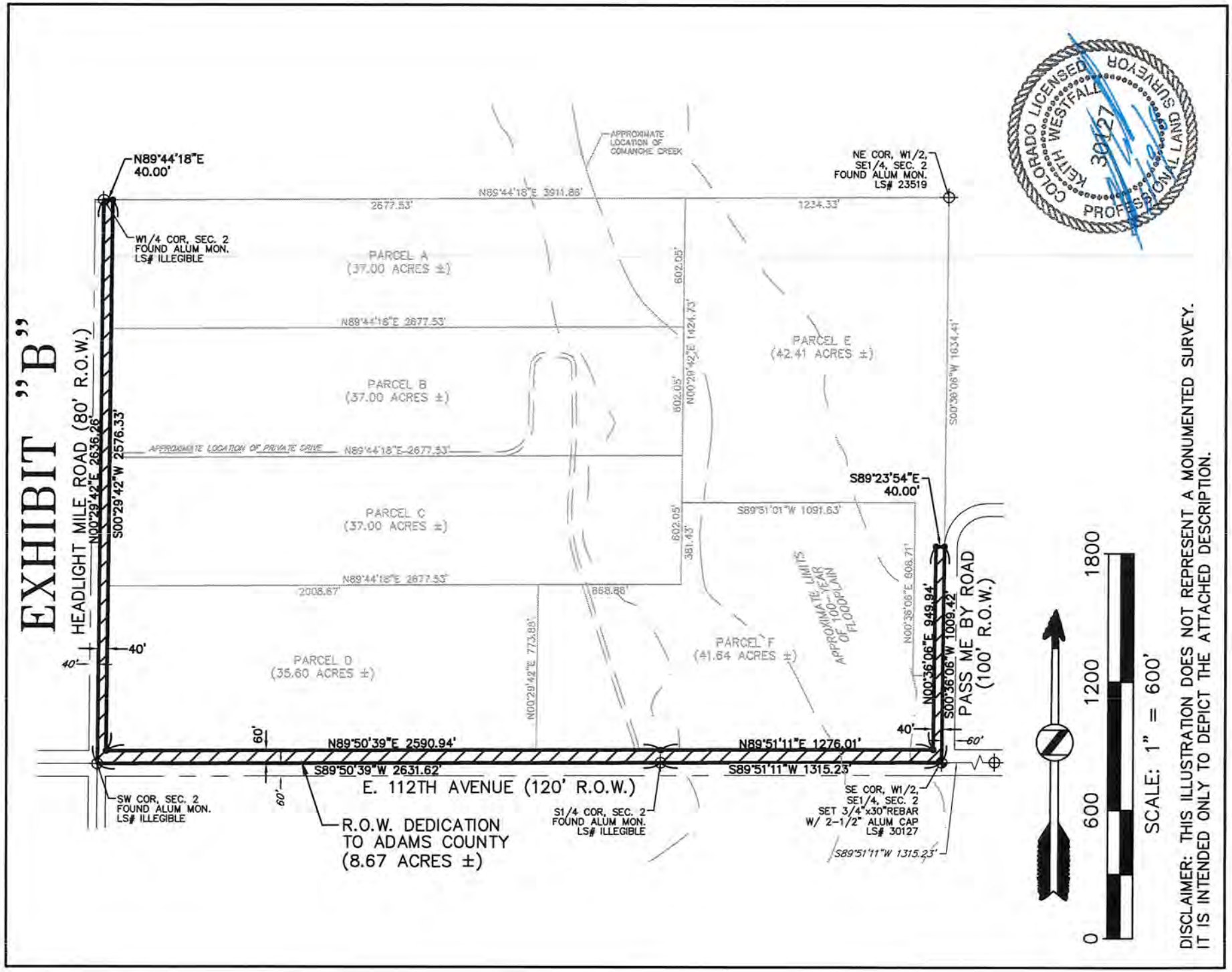
CONTAINING 377,665 SQUARE FEET OR 8.67 ACRES MORE OR LESS,

LEGAL DESCRIPTION PREPARED BY:

KEITH WESTFALL, PLS
COLORADO PROFESSIONAL
LAND SURVEYOR NO. 32822
FOR AND ON BEHALF OF:
ADAMS COUNTY, COLORADO

EXHIBIT "B" ATTACHED AND HEREBY MADE A PART THEREOF.

EXHIBIT "B"



DISCLAIMER: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM BLPJ ENTERPRISES, LLC, TO THE COUNTY OF ADAMS FOR RIGHT-OF-WAY PURPOSES

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton Colorado on Thursday the 12th day of July, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Warranty Deed from BLPJ Enterprises, LLC, for the dedication of road right-of-way for Headlight Mile Road, Pass Me By Road and East 112th Avenue being on the following described property:

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

WHEREAS, this property is being conveyed as part of a 35-acre parcel land survey plat development in the Southeast Quarter of Section 2, Township 2 South, Range 62 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed be accepted by the Board of County Commissioners for road right-of-way as designated above.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chair of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

Greg Thompson, Chair
Adams County Planning Commission

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Resolution approving an encroachment agreement between Adams County and Mapleton Public Schools to allow construction of a pedestrian plaza in the County's right-of-way.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves an encroachment agreement to allow Mapleton Public Schools to construct a pedestrian plaza in the County's right-of-way.

BACKGROUND:

Mapleton Public School District is requesting to construct a permanent pedestrian plaza with decorative concrete in the County's right-of-way located at West 67th Place. The proposed agreement will not impede future expansion of the road or create any property interest for the School District other than allowing for installation of the pedestrian plaza.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Encroachment Agreement
Board of County Commissioners Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

RESOLUTION APPROVING ENCROACHMENT AGREEMENT BETWEEN ADAMS COUNTY AND MAPLETON PUBLIC SCHOOLS, FOR IMPROVEMENTS IN COUNTY RIGHT-OF-WAY

WHEREAS, Mapleton Public Schools owns a fee parcel of land located in the Southwest Quarter of Section 4, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado (the "Property"); and,

WHEREAS, Mapleton Public Schools plans to install a pedestrian plaza with decorative concrete within the right-of-way of West 67th Place; and,

WHEREAS, Adams County requires an Encroachment Agreement for improvements that are within the County right-of-way; and,

WHEREAS, agreeing to the Encroachment Agreement within the County right-of-way will not impact the County's use of West 67th Place.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Encroachment Agreement between Adams County and Mapleton Public Schools, copy of which is attached hereto, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute the Encroachment Agreement.

ENCROACHMENT AGREEMENT

This encroachment agreement ("Agreement") is entered into this ____ day of_____, 2018 between ADAMS COUNTY, a body politic, whose address is 4430 S Adams County Parkway, Brighton, Colorado 80601 (the "County") and Mapleton Public Schools (the "Property Owner") whose address is 7350 N. Broadway, Denver, CO, 80221. The County and the Property Owner are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Property Owner owns Lot 1, Block 1, Midtown at Clear Creek School Site, a subdivision recorded on January 12, 2018 at Reception No. 2018000004013 in the records of the Clerk and Recorder of Adams County, Colorado, being a part of the Southwest Quarter of Section 4, Township 3 South, Range 68 West, of the 6th Principal Meridian, Adams County, Colorado, (Tax Parcel # 0182504317001) hereinafter referred to as the "Property"; and,

WHEREAS, Property Owner is requesting to install a pedestrian plaza with decorative concrete, hereinafter called the "Improvements", within the right-of-way of West 67th Place and north of the intersection with Fern Drive, being adjacent to the Property as shown on the attached plan.

NOW THEREFORE, the Parties hereby agree that the Improvements will be permitted to encroach onto the County's Right-of-Way, subject to the following:

A. In the event that the County desires to construct a County project within West 67th Place that affects the Improvements, the County may elect to demolish or remove as much of the Improvements as are needed (at the County's expense), or require the Property Owner to remove and later reinstall the Improvements (at the Property Owner's expense), to accommodate the County's project.

B. The County will provide the Property Owner written notice of its need to effect the Improvements at least 30 calendar days prior to disturbance of the Improvements. The County will provide the Property Owner information regarding the County's project. If the County decides to require the Property Owner to remove the Improvements, the County will specify a date by which the Improvements must be removed. It is the Property Owner's responsibility to reinstall the Improvements according to the attached plan, unless otherwise approved in writing by the County.

C. This Agreement creates no property interest for the Property Owner to the County's Right-of-Way except for the specific encroachment as described herein.

D. Property Owner agrees to indemnify and hold harmless the County, its officials, officers, contractors, agents and employees from any damage occurring to, or caused by, the Improvements or for any harm caused by the Improvements to persons allowed upon the County's Right-of-Way.

E. The Improvements must be maintained in accordance with the most current version of the Adams County Codes and Development Standards and Regulations.

F. The Property owner must have this Agreement recorded in the County records and this Agreement runs with the Property until such time as the Parties mutually release the other in writing from this Agreement.

G. The existence of this Agreement does not render the Improvements a legal, non-conforming use of the Property or the County's Right-of-Way.

PROPERTY OWNER:

Mapleton Public Schools

Charlotte Ciancio

By: Charlotte Ciancio, Superintendent
Name, Title

STATE OF COLORADO)
)§
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 17 day of July 2018, by Charlotte Ciancio, as Superintendent of Mapleton Public Schools / Adams #1

Witness my hand and official seal: _____
Notary Public
My commission expires: 5/17/2022

JENNIFER L ZAVADA
Notary Public
State of Colorado
Notary ID # 20184021008
My Commission Expires 05-17-2022

COUNTY:

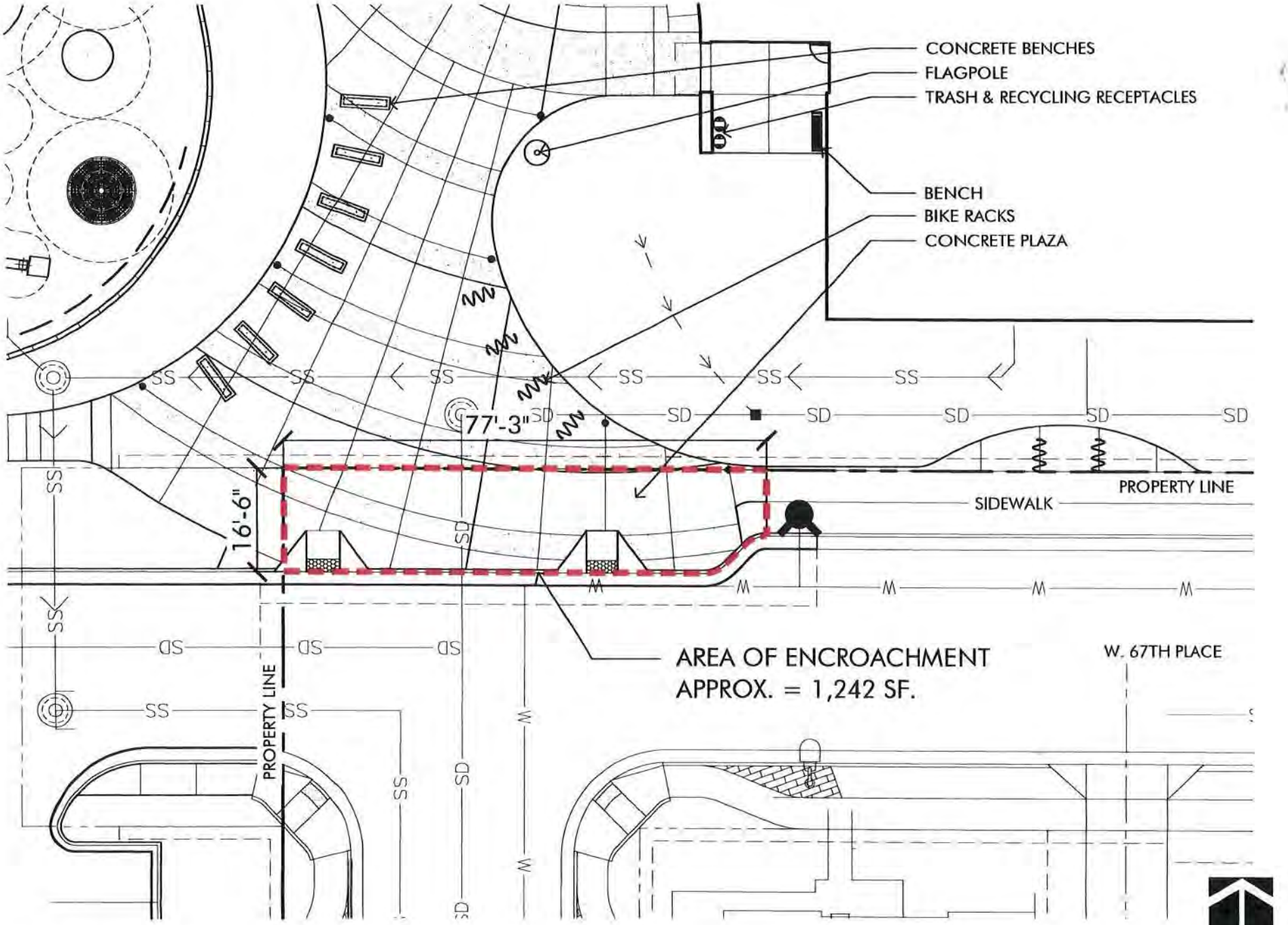
Board of County Commissioners,
County of Adams, State of Colorado

Attest:
Stan Martin, Clerk

By: _____
Chair

By: _____
Deputy Clerk

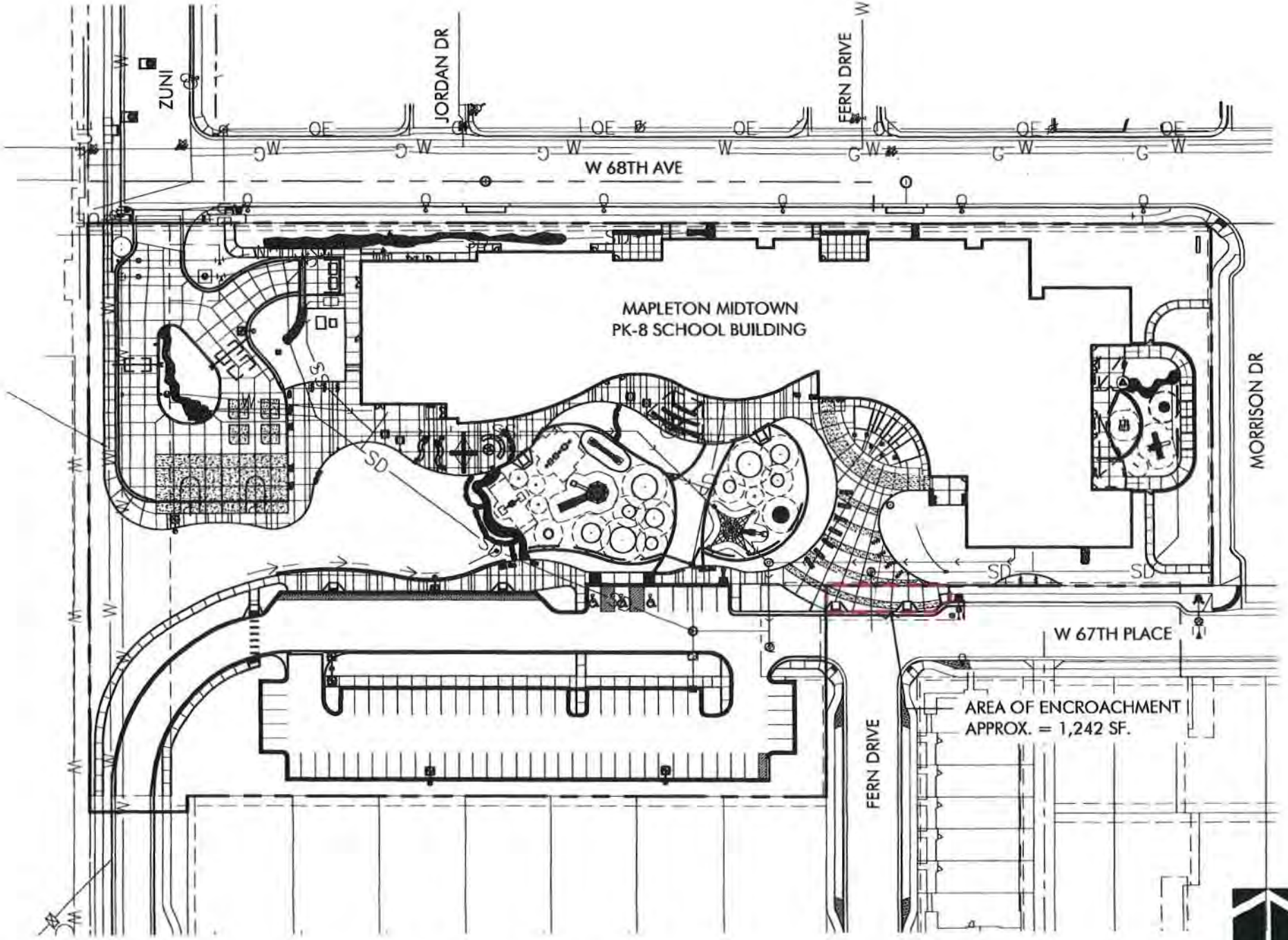
Approved as to form: _____
County Attorney's Office



1 LOT 1, BLOCK 1, MIDTOWN AT CLEAR CREEK SCHOOL SITE

SCALE: 1"=20'

DATE: APRIL 18, 2018



1

LOT 1, BLOCK 1, MIDTOWN AT CLEAR CREEK SCHOOL SITE

SCALE: 1"=80'

DATE: APRIL 18, 2018

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 9/18/2018
SUBJECT: Disposition of Asset (Real Estate)
FROM: Nicci Beauprez, Land & Asset Coordinator
AGENCY/DEPARTMENT: Facilities & Fleet Management
HEARD AT STUDY SESSION ON: Executive SS 4/17/2018
AUTHORIZATION TO MOVE FORWARD: ☒ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Special Warranty Deed to Rocky Mountain Prestress, LLC., and authorize the Facilities & Fleet Management Department: Land & Asset Coordinator, Manager of Planning, Design & Construction, or Director to execute customary non-contractual documents at closing.

BACKGROUND:

Adams County (AdCo) and Rocky Mountain Prestress, LLC. (RMP), entered into a Contract to Buy and Sell Real Estate signed by the Board of County Commissioners on August 21, 2018 for the land located at 5855 Pecos Street, Denver, CO. The property has no access due to the Pecos Street Grade Separation Project and AdCo wishes to transfer the property described in the attached Special Warranty Deed to RMP, in order to complete its obligations pursuant to the Contract to Buy and Sell Real Estate.

The recommendation is that the Board of County Commissioners approves and signs the Contractual documents necessary for this transaction and authorizes the Facilities & Fleet Management Department (the Land & Asset Coordinator, the Manager of Planning, Design & Construction, or Director) to execute any customary, non-contractual documents at closing on its behalf, including but not limited to: affidavits, settlement statements, closing disclosures and disburser's notices after review and approval to form by the County Attorney's Office. The Special Warranty Deed shall not become effective until delivered and accepted at the successful closing and settlement of the real property transfer (Closing).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities & Fleet Management

ATTACHED DOCUMENTS:

Resolution
Special Warranty Deed

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 01

Cost Center: 01

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	6855		$ 330,000
Total Revenues:			$330,000

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☐ **NO**

Future Amendment Needed: ☐ **YES** ☐ **NO**

Additional Note:

Approved Purchase Contract is $330,000 but is subject to credits estimated at $47,000, which will be confirmed on the Settlement Statement prior to closing.

RESOLUTION APPROVING SPECIAL WARRANTY DEED TO ROCKY MOUNTAIN PRESTRESS FOR 5855 PECOS STREET AND AUTHORIZING FACILITIES & FLEET MANAGEMENT TO EXECUTE CLOSING DOCUMENTS

WHEREAS, Adams County and Rocky Mountain Prestress, LLC., entered into a Contract to Buy and Sell Real Estate, signed by the Board of County Commissioners on August 21, 2018 for the land located at 5855 Pecos Street, Denver, CO 80221; and,

WHEREAS, Adams County wishes to transfer the property described in the attached Special Warranty Deed to Rocky Mountain Prestress, LLC., in order to complete its obligations pursuant to the Contract to Buy and Sell Real Estate; and,

WHEREAS, the property has no access due to the Pecos Street Grade Separation Project; and,

WHEREAS, transfer of this property will allow it to be put back into use and onto the tax rolls; and,

WHEREAS, the Board of County Commissioners wishes to authorize the Facilities & Fleet Management Department, the Land & Asset Coordinator, the Manager of Planning, Design & Construction, or Director to execute any customary, non-contractual documents at closing on its behalf, including but not limited to: affidavits, settlement statements, closing disclosures and disburser's notices after review and approval to form by the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Special Warranty Deed to Rocky Mountain Prestress, LLC, for 5855 Pecos Street, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Special Warranty Deed on behalf of Adams County.

BE IT FURTHER RESOLVED, that the Special Warranty Deed shall not become effective until delivered and accepted at the successful closing and settlement of the real property transfer.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to execute any customary, non-contractual documents to complete the sale and settlement of the described property, after review and approval to form by the County Attorney's Office.

Rocky Mountain Prestress, LLC, a Colorado limited liability company
5801 Pecos St.
Denver, CO 80221

SPECIAL WARRANTY DEED

THIS DEED, Made on _____, 2018 between

The County of Adams, State of Colorado, a Body Politic

of the County of Adams, State of Colorado, grantor(s), and

Rocky Mountain Prestress, LLC, a Colorado limited liability company

whose legal address is 5801 Pecos St., Denver, CO 80221

of the County of Adams and State of Colorado, grantee(s):

WITNESSETH, That the grantor(s) for and in consideration of the sum of Three Hundred Thirty Thousand And No/100 DOLLARS ($330,000.00), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

also known by street and number 5855 Pecos Street, Denver, CO 80221
as:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), their heirs and assigns forever. And the grantor(s), for themselves, their heirs, and personal representatives or successors, do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or person claiming the whole or any part thereof, by, through or under the grantor(s), except:

for general taxes and assessments for the year 2018 and subsequent years; and subject to those items as set forth on Exhibit "B" attached hereto and made a part hereof.

Wherever used herein, the plural references shall be construed to be singular references and singular references shall be construed to be plural references where the context requires and all references of gender and person shall be construed to refer to the grantor or grantors identified herein regardless of the context.

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

The County of Adams, State of Colorado, a Body Politic

BY:_____

NAME:_____

TITLE:_____

State of _____
County of _____

On _____, 2018 before me, the undersigned a Notary Public in and for said County and State, personally appeared _____, as _____of The County of Adams, State of Colorado, a Body Politic personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public

My Commission expires: _____

_____
Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

EXHIBIT A

A TRACT OF LAND NO. 6A-R(1) , BEING A PORTION OF PROPERTY DESCRIBED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER IN BOOK 16 AT PAGE 514, LOCATED IN THE SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9 BEARS N 02°58'29" E, A DISTANCE OF 924.33 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE S 00°55'39" E, A DISTANCE OF 297.64 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1, BLOCK 2, PRESTRESSED-CON SUBDIVISION, SECOND FILING;

2. THENCE ALONG SAID PROPERTY LINE N 74°58'42" W, A DISTANCE OF 646.21 FEET;

3. THENCE N 02°26'59" E, A DISTANCE OF 86.25 FEET;

4. THENCE N 85°55'00" E, A DISTANCE OF 617.91 FEET, TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING NORTH 00°03'19" EAST. THE CENTER QUARTER CORNER OF SAID SECTION IS A 3 1/4" ALUMINUM CAP (STAMPED LS 16401) IN A RANGE BOX. THE SOUTH QUARTER CORNER OF SAID SECTION IS MONUMENTED BY A WITNESS CORNER, OFFSET 5.00 FEET TO THE WEST ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION, BEING A 2 1/2" ALUMINUM CAP (STAMPED PLS 11372) IN A RANGE BOX.

LEGAL DESCRIPTION PREPARED BY:
MICHAEL L. BOIUCHARD, PLS#24941
FOR AND ON BEHALF OF
FARNSWORTH GROUP, INC.
4755 FORGE ROAD, SUITE 150
COLORADO SPRINGS, CO 80907

EXHIBIT B

Exceptions

1. Right of way for ditches or canals constructed by the authority of the United states as reserved in Untied States Patent recorded August 21, 1897 in Book 771 at Page 360, City and County of Denver records.

2. Right of way for ditches or canals constructed by the authority of the United states as reserved in Untied States Patent recorded August 21, 1897 in Book A67 at Page 272.

3. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded August 21, 1897 in Book A67 at Page 272, and any and all assignments thereof or interests therein.

4. Reservations as contained in Deed recorded June 30, 1955 in Book 556 at Page 284.

5. Terms, conditions, provisions, agreements and obligations specified under the Order of the Organization of North Pecos Water and Sanitation District recorded January 7, 1974 in Book 1907 at Page 665.

6. Terms, conditions, provisions, agreements and obligations specified under the Resolution recorded January 25, 1974 in Book 1910 at Page 805.

7. Terms, conditions, provisions, agreements and obligations specified under the Private Way License recorded September 28, 1982 in Book 2681 at Page 768.

8. The effect of the inclusion of the subject property in the Order for Inclusion of Hyland Hills Park and Recreation District, as disclosed by the instrument recorded August 23, 1998 in Book 3712 at Page 402.

9 Terms, conditions, provisions, agreements and obligations specified under the Underground Facilities Information recorded March 15, 1993 in Book 4038 at Page 101.

10. Terms, conditions, provisions, agreements and obligations specified under the Resolution Accepting Deed from Southern Pacific Transportation Company for the Dedication of Street Right of Way recorded March 13, 1995 in Book 4479 at Page 984.

11. Reservations as contained in QuitClaim Deed recorded August 11, 2009 at Reception No. 2009000059721.

12. Reservations as contained in QuitClaim Deed recorded August 11, 2009 at Reception No. 2009000059722.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Bond Counsel Services
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Finance Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the agreement with Kutak Rock, LLP, for Bond Counsel Services.

BACKGROUND:

Kutak Rock, LLP, was awarded a three year agreement in 2014, to provide Bond Counsel Services. Adams County's Finance Department, in consultation with the County Attorney's Office, has been pleased with Kutak Rock, LLP's, performance. The Finance Department and Kutak Rock, LLP, mutually desire to extend the original agreement. Amendment Two is to utilize the second of two, one year renewal options, extending the original agreement by one year.

Kutak Rock, LLP, proposed the following fee schedule, which is the same as the 2017/18 fee schedule, for as needed services:

Attorney	Proposed Rate
Mario T. Trimble	$350.00
Daniel C. Lynch	$450.00
Ashley S. Dennis	$235.00
Larry L. Carlile	$450.00
Matthias M. Edrich	$350.00

For Financing Transactions the following fee schedule will apply:

Principal Amount	Proposed Rate*
$10,000,000.00	$45,000.00
$25,000,000.00	$55,000.00
$50,000,000.00	$60,000.00

*includes services as Bond Counsel and Disclosure Counsel

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Finance Department
County Attorney's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 1

Cost Center: 1014

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		$69,783.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$

New FTEs requested: ☐ **YES** ☐ **NO**

Future Amendment Needed: ☐ **YES** ☐ **NO**

Additional Note:
Funding will come from the 2018 approved budget for ad hoc services depending on the amount spent, if needed. Savings from other operating accounts could be used. For larger expenditures, which are not anticipated, an amendment could be necessary. For 2019 expenditures, payment would be covered by next year's budget. Costs for legal services related to a financing transaction would need to be added to the budget of that financing transaction when and should that occur.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND KUTAK ROCK, LLP, FOR BOND COUNSEL SERVICES

WHEREAS, Kutak Rock, LLP, was awarded an agreement in 2014 to provide Bond Counsel Services for the Finance Department; and,

WHEREAS, the Finance Department and Kutak Rock, LLP, mutually desire to renew the agreement for one additional year with no fee increase; and,

WHEREAS, Kutak Rock, LLP, agrees to provide the bond counsel services based upon the proposed fee schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Kutak Rock, LLP, for Bond Counsel Services is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two with Kutak Rock, LLP, after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Mental Health Consultation Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department, Head Start Division
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ **YES** ☐ **NO**
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Four to renew the agreement last year with Denver Children's Advocacy Center for Mental Health Consultation Services.

BACKGROUND:

Denver Children's Advocacy Center is currently under agreement with Adams County Human Services Department, Head Start Division to provide mental health consultation services to ensure that every high-risk child in the program receives immediate, compassionate and effective mental health support, while in the process of breaking the cycle of abuse and violence by engaging the entire family and staff.

The initial agreement was awarded on October 11, 2016, in the amount of $33,000.00. Amendment One was approved on February 10, 2017, for additional consultation hours and increase the agreement in the amount of $33,000.00. Amendment Two was approved on January 2, 2018, to utilize the first renewal year option in the amount of $66,000.00. Amendment Three was approved on May 22, 2018, to increase the agreement amount by $15,840.00.

At this time, the Human Services Department, Head Start Division is requesting the approval of the last renewal option of the agreement with Denver Children's Advocacy Center to provide Mental Health Consultation Services for families in Adams County.

Denver Children's Advocacy Center has met the Human Services Department's expectations of the Agreement by providing the following:

- High quality training services for staff and parent workshops such as Behavior Management and Child Development.
- On-site play therapy for children.
- 1080 hours of mental health consultant services and 160 hours of in-kind services.

The Human Services Department received a Federal Grant from the Office of Head Start to assist with the goals of the Head Start Program in 2018. The grant awarded will provide one hundred (100%) percent funding.

The cost for the last year renewal year will be in the amount of sixty-six thousand dollars ($66,000.00) to continue the mental health consultation services through October 19, 2019, bringing the total agreement amount to $213,840.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:
Human Services Department, Head Start Division

ATTACHED DOCUMENTS:
Resolution

FISCAL IMPACT:
Please check if there is no fiscal impact ___ . If there is fiscal impact, please fully complete the section below.

Fund: 31

Cost Center: Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	Various		$66,000.00
Additional Revenue not included in Current Budget:			
Total Revenues:			$66,000.00

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7635		$66,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$66,000.00

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FOUR TO THE AGREEMENT BETWEEN ADAMS COUNTY AND DENVER CHILDREN'S ADVOCACY CENTER FOR MENTAL HEALTH CONSULTATION SERVICES

WHEREAS, Denver Children's Advocacy Center is currently providing Mental Health Consultation Services for Adams County Human Services Department, Head Start Division; and,

WHEREAS, this Human Services Department program is being funded one-hundred (100%) percent by a Federal Grant from the State; and,

WHEREAS, Denver Children's Advocacy Center agrees to provide the services for a total amount of $66,000.00 for the last renewal year; and,

WHEREAS, the Human Services Department is pleased with services provided by the Denver Children's Advocacy Center, believes the fees are fair and reasonable, and wishes to exercise the last renewal option of the agreement with Denver Children's Advocacy Center.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Four to the Agreement between Adams County and Denver Children's Advocacy Center for Mental Health Consultation Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Four after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Environmental Safety Consultant Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to renew the Agreement with B&B Environmental Safety Inc., for Environmental Safety Consulting Services

BACKGROUND:

In 2016, a formal request for proposal (RFP) was issued for Environmental Safety Consultant Services. B&B Environmental Safety Inc., (B&B Environmental) was awarded the agreement for the RFP to provide Environmental Safety Consulting Services for the Adams County Clean Harbors Deer Trail facility. Clean Harbors Deer Trail is a permitted hazardous waste disposal facility allowing certain regulated Natural Occurring Radioactive Material and Technically Enhanced Naturally Occurring Radioactive Materials (NORM) for disposal. The facility operates under a Certificate of Designation issued by Adams County, a Radioactive Materials License issued by the Colorado Department of Public Health and Environment, and a Resource Conservation and Recovery Act (RCRA) permit from the Environmental Protection Agency. B&B Environmental has provided consultation in radiation safety, permit review, and RCRA regulations.

The original contract with B&B Environmental was approved for a one year term with three one-year renewal options. The Community and Economic Development Department is pleased with the services provided by B&B Environmental and recommends renewing the agreement for 2018/2019 at the fair and reasonable not to exceed amount of $57,564.97, bringing the total contract value to a not to exceed amount of $169,330.97. Although this is a 3% increase from 2017/2018 services, staff feels this is fair and reasonable as it is within the Denver/Boulder/Greeley 2017 Consumer Price Index of 3.7%.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 25

Cost Center: 9296

	Object Account	Subledger	Amount
Current Budgeted Revenue:	6205		$320,000
Additional Revenue not included in Current Budget:			
Total Revenues:			$320,000

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		$217,775
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			$217,775

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN ADAMS COUNTY AND B&B ENVIRONMENTAL SAFETY INC., FOR ENVIRONMENTAL SAFETY CONSULTING SERVICES

WHEREAS, in 2016, Adams County approved an agreement with B&B Environmental Safety Inc., to provide Environmental Safety Consulting Services; and,

WHEREAS, the Adams County Community & Economic Development Department would like to renew the agreement for one additional year; and,

WHEREAS, B&B Environmental Safety Inc., has agreed to provide the services in the not to exceed amount of $57,564.97.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment Two to the Agreement between Adams County and B&B Environmental Safety Inc., for Environmental Safety Consulting Services be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment Two after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: 2018 Street Paving Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: June 26, 2018
AUTHORIZATION TO MOVE FORWARD: ☒ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with Martin Marietta Materials Inc., for additional Construction Services for the Adams County 2018 Street Paving Program.

BACKGROUND:

In April of 2018, Martin Marietta Materials Inc., was awarded an agreement to provide Construction Services for the 2018 Street Paving Program. During the initial work completion phase, the level of effort significantly increased to include an additional five (5) inches of pavement along Hayesmount Road.

This change was presented to the Board of County Commissioners at the June 26, 2018 Study Session during Administrative Item Review.

Change Order One is being requested for the additional project construction services at the established bid item pricing, excluding mobilization, for the additional Hayesmount Road work per the 2018 Street Paving Program. The contract breakdown is as follows:

Original Contract Amount	$ 5,338,670.69
Change Order One	$ 920,641.09
New Total Contract Value	$ 6,259,311.78

It is recommended to approve Change Order One to the Agreement with Martin Marietta Materials Inc., in the amount of $920,641.09 for a total contract not to exceed amount of $6,259,311.78.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13	
Cost Center: 3055	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7820		$8,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			**$8,000,000**

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND MARTIN MARIETTA MATERIALS INC., FOR ROADWAY IMPROVEMENT CONSTRUCTION SERVICES ON HAYESMOUNT ROAD

WHEREAS, on April 17, 2018, Martin Marietta Materials Inc., was awarded an agreement in the amount of $5,338,670.69 to provide Roadway Improvement Construction Services for the 2018 Adams County Street Paving Program; and,

WHEREAS, additional services were determined necessary to add to the scope of work and increase the construction budget at the established bid item pricing, excluding mobilization, for an additional five (5) inches of pavement along Hayesmount Road; and,

WHEREAS, Martin Marietta Materials Inc., has agreed to provide the additional construction services in the not to exceed amount of $920,641.09 for a total agreement price of $6,259,311.78.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Agreement between Adams County and Martin Marietta Materials Inc., for Roadway Improvement Construction Services for the 2018 Adams County Street Paving Program, be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order One after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: 2018 Berkeley Neighborhood Sidewalk Project
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Public Works Department
HEARD AT STUDY SESSION ON: May 29, 2018
AUTHORIZATION TO MOVE FORWARD: ☒ YES ☐ NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Change Order One to the agreement with Villalobos Concrete Inc., for additional Construction Services of the Adams County 2018 Berkeley Sidewalk Project.

BACKGROUND:

In November of 2017, Villalobos Concrete Inc., was awarded an agreement to provide Construction Services for the 2018 Berkeley Sidewalk Project. In the original Scope of Work, Villalobos Concrete Inc., identified a total project budget of $1,104,101.00. During the initial work completion phase, the level of effort significantly increased to include field revisions by the Engineer of Record for replacement of a storm sewer line within acceptable distance from the water line located under the roadway and removal of existing pipe creating a substantial overrun for public safety compliance.

This change was presented to the Board of County Commissioners at the May 29, 2018 Study Session during Administrative Item Review (AIR).

Change Order One is being requested for additional construction services per the field revisions as provided by the Engineer of Record for the 2018 Berkeley Sidewalk Project. The contract breakdown is as follows:

Initial Agreement	$ 1,104,101.00
Change Order One	$ 165,500.00
New Total Contract Value	$ 1,269,601.00

It is recommended to approve Change Order One to the Agreement with Villalobos Concrete Inc., in the amount of $165,500.00 for a total contract value of $1,269,601.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30561827	$1,000,000.00
Add'l Capital Expenditure not included in Current Budget:			
$**Total Expenditures:**			$1,000,000.00

New FTEs requested: ☐ **YES** ☒ **NO**

Future Amendment Needed: ☐ **YES** ☒ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CHANGE ORDER ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND VILLALOBOS CONCRETE INC., FOR CONSTRUCTION SERVICES FOR THE 2018 BERKELEY SIDEWALK PROJECT

WHEREAS, in November 2017, Villalobos Concrete Inc., was awarded an agreement in the amount of $1,104,101.00 to provide Drainage Revision and Overruns Construction Services for the 2018 Berkeley Sidewalk Project; and,

WHEREAS, additional services were determined necessary to add to the scope of work and increase construction budget for field revisions by the Engineer of Record to place the storm sewer system an acceptable distance from the water line under the roadway, and remove existing pipe creating a substantial overrun, which allows configuration compliance for public safety; and,

WHEREAS, Villalobos Concrete Inc., has agreed to provide the additional construction services in the not to exceed amount of $165,500.00 for a total agreement price of $1,269,601.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Change Order One to the Agreement between Adams County and Villalobos Concrete Inc., for the 2018 Berkeley Sidewalk Project be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Change Order One with Villalobos Concrete Inc., after negotiation and approval as to form is completed by the County Attorney's Office.

PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: September 18, 2018
SUBJECT: Appeal Hearing Pursuant to C.R.S. § 32-1-501
FROM: Scott Blaha
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: ☐ YES ☐ NO
RECOMMENDED ACTION: That the Board agrees to hear Phoenix LLC's appeal regarding the denial of their petition for exclusion from the Eagle Shadow and Todd Creek Village Park Metro Districts.

BACKGROUND:

Eagle Shadow Metropolitan District No. 1 ("ESMD") and Todd Creek Village Park and Recreation District ("TCVPRD") (collectively, the "Districts") are metro districts located in Adams County Colorado. Phoenix, LLC ("Petitioner") owns certain real property (approximately 97 acres) that lies within the boundaries of both Districts. On June 19, 2018, Petitioner went before the boards of directors of both Districts and petitioned to have its real property excluded from the boundaries of both districts.

The petitions for exclusion were denied by both Districts. The boards of directors issued written resolutions denying the petitions for exclusion and setting forth their findings on each of the statutory factors.

Counsel for Petitioner provided timely notice of appeal to the County Attorney's Office on June 29, 2018. Both parties submitted their written arguments and materials on August 17, 2018. Any responsive arguments are due on August 24, 2018.

Petitioner's right to appeal is grounded in Section 32-1-501 of the Colorado Revised Statutes, which states:

> "any petition that is denied or resolution that is finally adopted may be appealed to the board of county commissioners in the county in which the special district's petition for organization was filed for review of the board's decision. The appeal shall be taken no later than thirty days after the decision. Upon appeal, the board shall consider the factors set forth in subsection (3) of this section and shall make a determination whether to exclude the properties mentioned in the petition or resolution **based on the record developed at the hearing before the special district board.** Any decision of the board of county commissioners may be appealed for review to the district court of the county which has jurisdiction of the special district pursuant to section 32-1-303 within thirty days of such board's decision." (emphasis added)

The parties agree that the service plans for the special districts, the board meeting minutes, the petitions for exclusion, and the resolutions denying said petitions are all part of the record developed at the hearing before the special district board.

There are no official transcripts of the board meetings at issue. However, Petitioner has provided in its materials a document entitled, "TRANSCRIPT OF EAGLE SHADOWS METROPOLITAN DISTRICT NO. 1 AND TODD CREEK VILLAGE PARK AND RECREATION DISTRICT EXCLUSION HEARINGS TAKING PLACE ON JUNE 19, 2018." Petitioner represents that this document is a transcript generated from an audio recording of the board meetings. This document contains a "Transcriber's Certificate" and is dated August 8, 2018. Petitioner suggests that this transcript is a part of the official record.

The Districts indicate that they were not made aware that the board meetings were being audio recorded. The Districts have various objections to the transcript, and do not concede that it is a part of the official record. However, they do cite to the transcript in their argument.

The County Attorney's Office is requesting that this matter be scheduled for public hearing before the Board of County Commissioners on September 18, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney

ATTACHED DOCUMENTS:

- Staff Report
- Appeal Materials

FISCAL IMPACT:

Please check if there is no fiscal impact_X__. If there is fiscal impact, please fully complete the section below.

Fund:	
Cost Center:	

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ **YES** ☐ **NO**

Future Amendment Needed: ☐ **YES** ☐ **NO**

Additional Note:

STAFF REPORT
Review Hearing before Board of County Commissioners
September 18, 2018

Appeal from Denial of Petition for Exclusion from Special Districts

Petitioner: Phoenix, LLC

Respondents: Eagle Shadow Metropolitan District No. 1; Todd Creek Village Park & Recreation District

BACKGROUND AND PROCEDURAL HISTORY

This is an appeal of a denial of a petitioner's request to be excluded from two separate, but geographically contiguous, special districts. The BoCC has statutory authority to hear this appeal pursuant to C.R.S. § 32-1-501(5)(b)(I).

Phoenix, LLC ("Petitioner") owns certain real property (approximately 97 acres) that lies within the boundaries of Eagle Shadow Metropolitan District No.1, and Todd Creek Village Park and Recreation District (collectively, the "Districts").

Eagle Shadow Metropolitan District No.1 Service Plan was approved on September 20, 1999. Todd Creek Village Park and Recreation District Service Plan was approved on September 23, 2002. Phoenix, LLC purchased the property in question on April 9, 2018.

On June 19, 2018, in a joint meeting of the boards of directors of both Districts, Petitioner petitioned to have its real property excluded from the Districts. The Districts denied the petitions for exclusion. Each District issued its own written resolution denying the petitions for exclusion. In these resolutions, the Districts set forth their findings on each of the statutory factors, as required by C.R.S. § 32-1-501(3).

BOARD OF COUNTY COMMISSIONERS INTERMEDIATE APPELLATE FUNCTIONS

The BOCC is the first step in a statutory appeals process for decisions involving exclusion of property from special districts. The BOCC must evaluate the statutory factors for exclusion of property from the districts and ultimately determine whether the property should be excluded.

The BOCC is limited by statute to considering only the record that was developed at the hearing before the special district board. Each party has provided written arguments and supporting materials. Each party should be provided an opportunity to present comments and argument at the hearing. But, pursuant to statute, no new evidence beyond that presented at the hearing of the districts should be permitted.

The BOCC is conducting intermediate appellate review for this hearing. Section 32-1-501(5)(c)(I) provides that, "Any decision of the Board of County Commissioners may be appealed for review to the district court of the county which has jurisdiction of the special district..." Any party may appeal to the district court and the court will perform a review of the record at the special districts' hearing. The district court does not review the decision of the BOCC.

The following factors, set forth in C.R.S.§ 32-1-501(3), should be considered when determining whether to allow the property to be excluded:

a. The best interests of all of the following:
    i. The property to be excluded;
    ii. The special district from which the exclusion is proposed;
    iii. The county our counties in which the special district is located;

b. The relative cost and benefit to the property to be excluded from the provision of the special district's services;

c. The ability of the special district to provide economical and sufficient service to both the property to be excluded and all of the properties within the special district's boundaries;

d. Whether the special district is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services in the surrounding area or by the fire protection district or county fire improvement district that has agreed to include the property to be excluded from the special district;

e. The effect of denying the petition on employment and other economic conditions in the special district and surrounding area;

f. The economic impact on the region and on the special district, surrounding area, and state as a whole if the petition is denied or the resolution is finally adopted;

g. Whether an economically feasible alternative service may be available; and

h. The additional cost to be levied on other property within the special district if the exclusion is granted.

RECORD DEVELOPED AT THE HEARING BEFORE THE SPECIAL DISTRICT BOARD

The parties agree that the service plans for the special districts, the board meeting minutes, the petitions for exclusion, and the resolutions denying said petitions are all part of the record developed at the hearing before the special district board.

There are no official transcripts of the board meetings at issue. However, Petitioner has provided in its materials a document entitled, "TRANSCRIPT OF EAGLE SHADOWS METROPOLITAN DISTRICT NO. 1 AND TODD CREEK VILLAGE PARK AND RECREATION DISTRICT EXCLUSION HEARINGS TAKING PLACE ON JUNE 19, 2018." (Hereinafter, "Transcript") Petitioner represents that this document is a transcript generated from an audio recording of the board meetings. This document contains a "Transcriber's Certificate" and is dated August 8, 2018. Petitioner suggests that this transcript is a part of the official record.

The Districts indicate that they were not aware of, nor did they authorize, said recording. The Districts have various objections to the transcript, and do not concede that it is a part of the official record. However, they do cite to the transcript in their argument.

The following materials have been provided for the BOCC's review:

1. Petitioner Position Statement and Accompanying Materials
2. Districts Position Statement and Accompanying Materials
3. Petitioner Reply Brief
4. Districts Reply Brief

STAFF EVALUATION OF STATUTORY FACTORS DEVELOPED IN THE RECORD:

Staff has performed an evaluation of the statutory factors to be considered and provides the following brief summary of information in the record that supports the statutory factors.

Factor 1 Best Interests of The Property to be Excluded.

Factor 1 was addressed by the Districts in the Denial Resolutions, each of which states, "Exclusion is not in the best interests of the property to be excluded."

Discussion relevant to Factor 1 included Petitioner's argument that its properties were not receiving any benefit from the Districts, and the Districts' reply that there were several parks and other improvements benefitting the property:

> SPEAKER 3: Why do you want to be excluded?
>
> MR. DICKHONER: The property owners are looking at forming a metro district, and they'd like to not be subject to the current operations and maintenance mill levy. Obviously they'll remain subject to the debt-service levy, but they'd like to form a district that they can use and not be subject to and are not really getting any benefit from.
>
> SPEAKER 3: Why do they believe they're not getting any benefit from it?
>
> MR. DICKHONER: It's my understanding that there aren't really improvements serving the area, so…

SPEAKER 3: Can you be more specific?

MR. DICKHONER: Well are there improvements that are serving that property that have been financed by district debt?

SPEAKER 4: Yes, we have several parks throughout the area.

SPEAKER 3: Serving the metro district but not that specific property.

MR. DICKHONER: Right. I'm sure they're serving the metro district, but I don't think they're benefitting the property, and they'd like to move forward with development of an adjacent property that's not in the district, and so they're trying to get…
(Transcript, 1)

SPEAKER 1: And just to clarify for the record when you say there's no benefit. The district paid for this whole interchange and all the lights, everything else. That definitely is a benefit to that property. They paid for parts of Havana, improvements along the upper drainage and everything else that directly benefitted that property, they put in parks and rec, that whole benefit especially if you know the park and rec amenities. Park and rec maintains all of the fencing and prepping along that property as well.
(Transcript, 10)

Factor 2 Best Interests of the Special District From Which the Exclusion is Proposed.

Factor 2 was addressed by the Districts in the Denial Resolutions, each of which states, "Exclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds."

There was extensive discussion relevant to Factor 2 focusing on the negative financial impact to the Districts if the Petitioner's property was excluded:

SPEAKER 2: So that'd be over $120,000 that we'd be losing then, and that's for us to use for whatever.
(Transcript, 7)

SPEAKER 2: $4000 (development fee) x 32 (lots on Petitioner's property) would be $128,000 we would not realize, so…

(U.T.8)

SPEAKER 1: Rough, rough numbers. You're probably giving up $300,000 to $400,000 over the remaining duration of the bond. That's a significant amount. (U.T.9)

SPEAKER 3: Okay. So we're still down to, what you're saying is, we'd lose the $300,000 to $400,000 for the development fees?
(Transcript, 12)

Factor 3 Best Interests Of The County Or Counties In Which The Special District Is Located.

Factor 3 was addressed by the Districts in the Denial Resolutions, each of which states, "Exclusion is not in the best interests of Adams County."

There was limited discussion relevant to Factor 3 that included County requirements regarding parks:

SPEAKER 1: Is there gonna be a park in the new development?

MR. DICKHONER: I don't think so.

SPEAKER 2: It looked like a detention pond.

MR. DICKHONER: I think there's detention, yeah.

SPEAKER 2: I thought Adams County required a certain percentage of ground be dedicated towards a park.

MR. DICKHONER: I'm not sure. I haven't seen the development plans for it.
(Transcript, 4)

Factor 4 The Relative Cost And Benefit To The Property To Be Excluded From The Provision Of The Special District's Services.

Factor 4 was addressed by the Districts in the Denial Resolutions, each of which states, "the relative cost from the District's services to the property to be excluded is negligible and the benefit from the District's services to the property to be excluded is significant."

Discussion relevant to Factor 4 focused on the mill levies that Petitioner's property would be subject to, and the debt service mill levy that Petitioner would still have to pay after exclusion:

MR. DICKHONER: Yeah. So they'd like to have uniform mill levy across the two and obviously, we can't get away from the debt service levy, but we've talked about a sub-district to balance out the mill levy so that residents in Wiegant (a neighboring property that Petitioner wishes to develop uniformly with the property at issue) have the same total mill levy as those in Shook. So in order to have control of that, they would like to exclude this property.

SPEAKER 3: So now that you've explained it, what does that mean "we can't get out of the debt service?" Does that mean they'll still pay the…

SPEAKER 4: They'll still have to pay the rest of the debt service mill levy, yes.

SPEAKER 1: The debt on the mill levy service stays in place until the bonds are paid.

SPEAKER 3: So all of the property owners would be subject to that plus…

SPEAKER 2: Plus whatever mill levies they set.

SPEAKER 4: Right.

MR. DICKHONER: So you still get the benefit to repay your debt from whatever development occurs there. They're trying to develop it uniformly.
(Transcript, 2-3)

Factor 5 The Ability of the Special District to Provide Economical and Sufficient Service to Both the Property to be Excluded and all of the Properties Within the Special District's Boundaries.

Factor 5 was addressed by the Districts in the Denial Resolutions, each of which states, "The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will be affected and there will be an increased financial impact to the customers of the District."

There was discussion relevant to Factor 5 concerning early retirement of debt, and overall negative financial impact to the Districts:

SPEAKER 2: Do we do development fees from that, from Shook? How much per home, like when they pop a house up? How much then?

SPEAKER 4: They were $4000.

SPEAKER 2: So that'd be over $120,000 that we'd be losing then, and that's for us to use for whatever.

SPEAKER 3: And there is trans-participation of early retirement of your debt.

SPEAKER 2: Right.

SPEAKER 1: So, you know, if you don't collect those … potentially, or you do, those would go towards, most likely toward early retirement of your debt service.

SPEAKER 3: Okay. I see what you're saying. So we use the $4000 towards the debt service.

SPEAKER 4: Wait, now it's not placed in the debt but…

SPEAKER 2: But it could be.
(Transcript, 7)

SPEAKER 2: For Eagle Shadow, petitioner has not presented and asked for this district to provide any improvements on that property, so as far as the record in the district is concerned, no one else is providing those improvements because we haven't been asked to do it either. So you can only do what you've been asked to do. You haven't received such request. For Park and Rec, it's a different discussion because we're not looking backwards, we're looking forwards. We're looking backwards to an extent that, yes, you've invested in parks and trails and everything else that are gonna benefit these residents, but you also are providing ongoing services such as maintaining all of the fences throughout the entire community that provide the image that benefits their property. You're gonna keep maintaining those properties. You're maintaining regional drainage. You're doing a lot of things that benefit that property as well. So for those purposes, again, no one else can provide those services because you're the only one having jurisdiction to do that at this point, and we haven't, again, heard anything saying, "We've got X,Y,Z, who's willing to come in and provide Park and Rec services to this property in lieu of your district doing it?"
(Transcript, 10-11)

Factor 6 Whether the Special District is Able to Provide Services at a Reasonable Cost Compared with the Cost that Would be imposed by Other Entities in the Surrounding Area to Provide Similar Services in the Surrounding Area or by the Fire Protection District or County Fire Improvement District that has Agreed to Include the Property to be Excluded from the Special District.

Factor 6 was addressed by the Districts in the Denial Resolutions, each of which states, "The exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to

increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services."

There was discussion relevant to Factor 6 regarding how water would be provided to Petitioner's property, if it was excluded:

> SPEAKER 2: Are they gonna have curb and gutter, sewer? Are they cozying up to Highland Acres and getting their water from them?
>
> MR. DICKHONER: They'll be getting their water from Todd Creek Village.
>
> SPEAKER 2: Or from the metro district?
>
> MR. DICKHONER: Yeah, from the metro district. That's the metro district service area.
>
> SPEAKER 2: The amount of culverting and all that that's going on over there, I was like, it almost like curb and gutter was … and, you know, hooking up with Highland Acres. I was just curious.
>
> MR. DICKHONER: They're in the Todd Creek service area.
> (Transcript, 5)

Factor 7 The Effect of Denying the Petition on Employment and Other Economic Conditions in the Special District and Surrounding Area.

Factor 7 was addressed by the Districts in the Denial Resolutions, each of which states, "The effect of denying the petition on employment and other economic conditions in the District and surrounding area is negligible."

There was no discussion regarding impact on employment. And the discussion regarding economic impact was specific to the special districts and Petitioner property at issue.

Factor 8 The Economic Impact on the Region and on the Special District, Surrounding Area, and State as a Whole if the Petition is Denied or the Resolution is Finally Adopted.

Factor 8 was addressed by the Districts in the Denial Resolutions, each of which states, "The Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue."

Here, again, the discussion regarding economic impact was primarily focused on the interests of the parties hereto, and did not include regional or statewide considerations.

Factor 9 Whether an Economically Feasible Alternative Service May be Available.

Factor 9 was addressed by the Districts in the Denial Resolutions, each of which states, "An economically feasible alternative service is not available."

Discussion relevant to Factor 9, which occurred after the Districts had voted to deny exclusion, consisted of Mr. Dykstra suggesting a possible alternative to Mr. Dickhoner:

> MR. DYKSTRA: Before you go, FYI, for your information, we have very similar requests from Baseline Lakes over here. Instead of the exclusion, because of the reasons and findings of the board to deny that exclusion, we instead did a sub-district with them, so you might want to discuss with your clients if that's something of interest. That way, they have control over it. This board just blesses the issuance of the bonds, that's it.
> (Transcript, 17)

Factor 10 The Additional Cost to be Levied on Other Property Within the Special District if the Exclusion is Granted.

Factor 10 was addressed by the Districts in the Denial Resolutions, each of which states, "There will be additional costs levied on the property remaining in the District if the Board grants the petition."

Discussion relevant to Factor 10 has been set forth above. The focus was primarily on the revenue that the Districts would lose if Petitioner's property was excluded. And on the collateral negative financial impacts that would flow to the property owners that remained in the Districts.

All 10 Factors Stated for the Record Prior to the Districts' Denial of Exclusion

Shortly before the Districts' board members voted on Petitioner's request for exclusion, Mr. Dykstra stated the following:

> MR. DYKSTRA: Yes, I just want to run them through the criteria so that if there's any additional discussion—I know the board has all seen this before, but the criteria of exclusion: It is not in the best interests of the property to be excluded. Exclusion is not in the best interests of the district as it would result in a substantial reduction of revenue due to loss of fees and operation and maintenance ability the district would realize if the property is excluded from the district. Exclusion is not in the best interest of Adams County. The relative cost from the district services to the property to be excluded and the benefit from the district services to the property is significant. The ability of the district to provide economical and sufficient service to both the property to be excluded and all of

> the properties within the districts properties will be affected, and there will be an increased financial impact on their taxpayers and residents of the district. The exclusion will affect the district's ability to fund services and improvements. The effect of denying the petition on employment and other economic conditions in the district and other surrounding areas in negligible. The board's decision to deny the petition will not have an impact on the region or on the district, surrounding area, or state as a whole, except to the extent the district will be impacted from the lost revenue. If an economically feasible alternative service is not available, there will be additional cost levied on the property remaining in the district if the board grants the petition for exclusion.
>
> So those are the statutory criteria findings. By voting in favor of this (denying exclusion), you are making those findings. If there is any discussion you would like to have regarding the backing of those findings, now's the time to do it, or you can…
> (Transcript, 16)

STAFF RECOMMENDATION

Based on the record of the hearing before the special districts (including the unofficial transcript), it appears that there is sufficient information to find that the statutory factors favor the District's decision to deny Petitioner's request for exclusion. The Districts are in the best position to evaluate most of the statutory factors to the extent that they involve potential impacts to the Districts. The BOCC would have sufficient information in the record to uphold the decision of the Districts and deny the request to exclude the property.

In the alternative, the BOCC could conclude that the record before it does not support the decision of the Districts and that the property does in fact meet the criteria for exclusion. In that case, the BOCC should overturn the decision of the Districts and grant the petition to exclude the property.

POSITION STATEMENT REGARDING DENIALS OF CERTAIN EXCLUSION PETITIONS SUBMITTED TO THE EAGLE SHADOWS METROPOLITAN DISTRICT NO. 1 AND TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

INTRODUCTION

Sec. 2-3 Phoenix LLC (the "**Petitioner**") is the fee simple owner of certain real property located in Adams County, Colorado (the "**County**") that consists of approximately 97 acres, more particularly described in the Petitions for Exclusion (the "**Property**"). The Property is currently located within the boundaries of Eagle Shadow Metropolitan District No. 1 ("**ESMD**") and Todd Creek Village Park and Recreation District ("**TCVPRD**") (collectively, the "**Districts**") and constitutes less than ten percent of the overall property currently included within each of the Districts. A map of the Property is attached hereto as **Exhibit A** for your reference.

Procedural Background

This matter comes before the Board of County Commissioners of Adams County (the "**Commissioners**") on appeal, pursuant to § 32-1-501(5)(b)(I), C.R.S. On April 26, 2018, Petitioner submitted its Petitions for Exclusion of Certain Real Property (the "**Petitions for Exclusion**") to the Districts. Following the Petitioner's submittal of the Petitions for Exclusion, the Districts published their Notice of Hearings on Petitions of Exclusion in the *Brighton Standard Blade* on June 13, 2018 in accordance with § 32-1-501(2), C.R.S. The Petitions for Exclusion were subsequently denied by the Districts on June 19, 2018 and such denials were reflected in certain Resolutions Denying Petitions for Exclusion (the "**Denial Resolutions**"). Following adoption of the Denial Resolutions, legal counsel to the Petitioner, who was in attendance at the meeting, requested that copies of the Denial Resolutions be provided as quickly as possible. Legal

counsel to the Petitioner again requested, via an email to the Districts' legal counsel, Russ Dykstra, on June 25, 2018, that the Denial Resolutions be provided. After not receiving a response from Mr. Dykstra, on June 27, 2018, legal counsel to the Petitioner submitted a Colorado Open Records Act request to the Districts seeking copies of the Denial Resolutions. Petitioner made this request through legal counsel out of concern that the Denial Resolutions would not be provided within the thirty (30) day appeal window provided by § 32-1-501(5)(b)(I), C.R.S. and therefore jeopardize the ability of the Petitioner to have this matter heard by the Commissioners. On June 28, 2018, the Districts finally provided the Denial Resolutions to legal counsel for the Petitioner.

Record of Exclusion Hearings

At the June 19, 2018 meeting of the Districts, legal counsel for the Petitioner created an audio recording of the exclusion hearing portion of the meeting. That audio recording was then sent to Transcription Outsourcing, LLC for the purpose of creating a written transcript of the audio recording (the "**Transcript**"). The Transcript was created to ensure that the entire discussion of the Districts' Boards of Directors was accurately reflected and available for review as meeting minutes are typically quite terse and there was no way for the Petitioner to know what portions of the public record would be reflected in the Denial Resolutions. On August 3, 2018, Mr. Dykstra provided an email response to Doug Edelstein, Deputy County Attorney, stating that, "…the alleged transcript from Mr. Dickhoner is not an official record of the proceedings…and therefore should not be considered or otherwise forwarded or presented in any manner in this process." Mr. Dykstra continued to state that, "[t]he statute clearly contemplates the ***official*** record of the district meeting which is constituted by the minutes approved by the District board and the resolution of the board in regard to the exclusion" (emphasis added). It is important for the Commissioners to not be misled as to what can and should be reviewed as part of this appeal. Section 32-1-

501(5)(b)(II), C.R.S. provides that the Commissioners shall base their decision "…on the record developed at the hearing before the special district board." Conspicuously missing from the statutory language, and particularly noteworthy due to the above statement from Mr. Dykstra, is the word "official." There is no legal authority limiting the public record solely to the meeting minutes and the Denial Resolutions. Furthermore, there is certainly no prohibition stating that discussion among a public body, occurring in a public meeting, shall not be considered by the Commissioners in this appeal. In fact, doing so would frustrate the stated purpose of the Colorado Open Meetings Law which provides that, "[i]t is declared to be a matter of statewide concern and the policy of this state that the formation of public policy is public business and may not be conducted in secret." C.R.S. § 24-6-401. Disregarding the Transcript frustrates the goal of developing policy of the Districts in public and not in secrecy. Finally, the Colorado Open Meetings Law provides a vehicle for confidential, non-public conversations, under limited circumstances, via its executive session provisions. While potentially in the best interest of his client, it is concerning that Mr. Dykstra is now arguing that public deliberations by elected officials are not part of the public record and that only the potentially self-serving paper-thin record of meeting minutes and the Denial Resolutions is all that should be considered by the Commissioners.

In his August 3, 2018 email to Mr. Edelstein, Mr. Dykstra stated that, "[l]ikewise, our office has not received any correspondence from Mr. Dickhoner in this matter other than an email request for copies of the resolution for exclusion." In addition to the referenced email request, there was the CORA requested described above, as well as an email to Mr. Dykstra on June 29, 2018 stating, "[t]hank you Russ. I wanted to let you know that we've been in touch with the County Attorney's Office and will be submitting an appeal of the exclusion denials to the County

Commissioners." Furthermore, the Notice of Appeal described below provided a CC to Mr. Dykstra.

Pursuant to § 32-1-501(5)(b)(II), C.R.S., the record established for review by the Commissioners shall be "...the record developed at the hearing before the special district board." The following documents have been determined to constitute the record developed by the Boards of Directors of ESMD and TCVPRD and therefore shall be subject to review by the Commissioners for the purposes of this appeal (collectively, the "**Record**"):

1. Petition for Exclusion of Property submitted to ESMD on April 26, 2018 - *See* **Exhibit B**;
2. Petition for Exclusion of Property submitted to TCVPRD on April 26, 2018 - *See* **Exhibit C**;
3. Notice of Hearings on Petitions for Exclusion published on June 13, 2018 in the *Brighton Standard Blade* - *See* **Exhibit D**;
4. Resolution of the Board of Directors of ESMD denying the Petition for Exclusion of Property dated June 19, 2018 (the "**ESMD Resolution**") - *See* **Exhibit E**;
5. Resolution of the Board of Directors of TCVPRD denying the Petition for Exclusion of Property dated June 19, 2018 (the "**TCVPRD Resolution**") - *See* **Exhibit F**;
6. ESMD Meeting Minutes from June 19, 2018 - *See* **Exhibit G**;
7. TCVPRD Meeting Minutes from June 19, 2018 - *See* **Exhibit H**; and
8. Transcription of Public Hearing on Petitions for Exclusion held on June 19, 2018 - *See* **Exhibit I**.

Basis for Appeal

Petitioner provided its Notice of Appeal to the Commissioners on June 29, 2018 (the "**Notice of Appeal**"). *See* **Exhibit J**. The filing of the Notice of Appeal was proper under § 32-1-501(5)(b)(I), C.R.S. because the original petitions for organization of both ESMD and TCVPRD were filed with the Adams County District Court. The filing of the Notice of Appeal with the Commissioners was timely pursuant to § 32-1-501(5)(b)(I), C.R.S. as it was taken within thirty (30) days of the decisions by the Districts to deny the Petitions for Exclusion.

The Petitioner is submitting this appeal of the denial of the Petitions for Exclusion because the statutory factors, found at § 32-1-501(3)(a)-(h), C.R.S., and which are to be considered in this appeal, weigh heavily in favor of exclusion of the Property.

STANDARD OF REVIEW

The statute is silent on the standard of review that the Commissioners should apply to this appeal, but the statute does state that, "[t]he board shall consider the factors set forth in subsection (3)…and shall make a determination…based on the record developed at the hearing before the special district board." C.R.S. § 32-1-501(5)(a)(II). Based on the statutory language, the standard of review applied in this matter should be *de novo*, which provides the Commissioners with a great deal of leeway in making their determination.

ARGUMENT

Section 32-1-501(3), C.R.S. provides the list of factors that the Districts' Boards of Directors were required to consider and on which they were required to base their determination of whether to grant the Petitions for Exclusion. It is these same factors that the Commissioners shall base their decision. These factors are outlined below:

> (a) The best interests of all of the following: (I) The property to be excluded; (II) The special district from which the exclusion is proposed; and (III) The county or counties in which the special district is located;

(b) The relative cost and benefit to the property to be excluded from the provision of the special district's services;

(c) The ability of the special district to provide economical and sufficient service to both the property to be excluded and all of the properties within the special district's boundaries;

(d) Whether the special district is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services in the surrounding area or by the fire protection district or county fire improvement district that has agreed to include the property to be excluded from the special district;

(e) The effect of denying the petition on employment and other economic conditions in the special district and surrounding area;

(f) The economic impact on the region and on the special district, surrounding area, and state as a whole if the petition is denied or the resolution is finally adopted;

(g) Whether an economically feasible alternative service may be available; and

(h) The additional cost to be levied on other property within the special district if the exclusion is granted.

Considering each factor in turn, it is apparent that the factors, in their totality, weigh heavily in favor of granting the Petitions for Exclusion. The Petitioner therefore requests that the Commissioners overturn the Denial Resolutions and grant the Petitions for Exclusion.

Best Interests

Regarding the first factor, as documented in the Denial Resolutions, the Districts simply made conclusory statements that exclusion was not in the best interests of the Property, the Districts, or the County. These statements were more or less recitations of the statutory factors rather any serious application of the facts or thorough analysis of the Petitions for Exclusion. Furthermore, the Denial Resolutions do not address any of the concerns raised by the Petitioner's legal counsel at the exclusion hearings and as documented in the Transcript. Simply put, the Record does not support the Districts' findings on this factor.

Best Interests of the Property

With respect to the best interests of the Property, the Denial Resolutions simply state, "Exclusion is not in the best interests of the property to be excluded." *See* Denial Resolutions, Page 1. Petitioner argues, and the Record, as reflected in the Transcript, clearly shows that exclusion is in the Property's best interest. Exclusion would enable the Petitioner to improve and develop the Property in a manner that is uniformly consistent with an adjacent parcel of property that is owned by the Petitioner but not within the Districts (the "**Non-District Property**"). The Petitioner's plan is to develop the Property and the Non-District Property in unison and impose uniform taxes across both the Property and the Non-District Property. *See* Transcript ¶¶ 13, 24, 135, 137, 139, 149. Uniform development of the Property and the Non-District Property is essential to creation of a successful community as it will not only allow for uniform taxation across the community but will also allow future residents to be represented by a single metropolitan district board of directors. The confusion and inefficiencies created by bifurcating the community will cause administrative problems for the Districts, the County and any new metropolitan district that may be created. If half of the community is within the Districts and half is within a new metropolitan district, there will need to be two sets of consultants, two sets of contractors for snow removal, landscaping and other matters, two sets of administrative filings, and neighbors within the community would receive services from two different entities despite residing next-door to one another. The Non-District Property is anticipated to be included in a new metropolitan district and in the event this new district requires future cooperation from the Districts, it will almost certainly not receive such cooperation as the Districts have repeatedly shown an unwillingness to work with the Petitioner or any entities, districts, or individuals associated with the Petitioner. Absent exclusion, due to the burdens placed on the Property by the Districts, the Petitioner lacks the

flexibility necessary to develop the Property and Non-District Property uniformly and in unison and the exclusion denial will effectively hamper future development of the Property.

The Districts have been in existence for almost 20 years and yet the Districts have not constructed any Public Improvements on the Property, but the Property has, and continues, to pay the same tax rate as all other property within the Districts. This might be an acceptable arrangement if there was a willingness on the part of the Districts to assist with financing future public improvements within the Property, but such an offer has not (and will not) be made by the Districts. Additionally, the Property has been paying the Districts' operations and maintenance mill levy without receiving benefit from the Districts. In its May 31, 2018 decision in *Landmark Towers Association Inc. v. UMB Bank, N.A..,* the Colorado Court of Appeals found that the inclusion of property within a district where the property does not "receive any special benefit from the improvements" was an unconstitutional violation of the property owners' due process rights. 2018COA75 p. 16-17.

The Petitioner has no representation on the Districts' Boards of Directors, and in fact the Districts' Board of Directors has repeatedly exhibited hostility towards the Petitioner, and thus has no control over the future development of the Property. At the end of the exclusion hearing, Mr. Dykstra offered that the Petitioner could approach the Districts for approval of a sub-district to service the Property. Mr. Dykstra explained that another developer had recently done this for another area of the Districts (the "**Baseline Lakes Sub-District**"). *See* Transcript ¶¶ 234-243. Unfortunately, an arrangement along the lines of the Baseline Lakes Sub-District is not a suitable solution in this case. First, as will be shown throughout this appeal, the Boards of Directors of the Districts have a long history of attempting to frustrate and obstruct any efforts of the Petitioner and its related entities. A sub-district would be controlled by a board that is comprised of the

current Boards of Directors of the Districts. There is too much risk to the Petitioner that the board of the sub-district would not be cooperative or take the steps necessary to develop the property in the most effective and efficient manner possible. Second, ESMD has approximately four million dollars ($4,000,000) in debt capacity remaining under its Service Plan. It is our understanding that the Baseline Lakes Sub-District will be utilizing the full $4,000,000 amount to support its development. That would leave the petitioner with a sub-district it cannot be guaranteed to control and no additional debt capacity to finance its improvements. For those reasons, this is not a tenable alternative to granting the Petitions for Exclusion.

The intention has always been for the Property to be developed in coordination with the Non-District Property and the Denial Resolutions frustrate this effort greatly. Exclusion provides a realistic opportunity for the Petitioner to develop the Property in unison with the Non-District Property.

Best Interests of the Special District

Regarding the best interests of the Districts, the Denial Resolutions state, "[e]xclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds. *See* Denial Resolutions, Page 1. The Districts' Resolutions are identical, but the Districts' fee structures, maintenance responsibilities, and constructed infrastructure are not identical. This demonstrates a lack of factual basis or serious analysis in support of the Denial Resolutions. The Districts simply adopted identical, generic resolutions, further supporting the

fact that their decisions were not based on a reasoned analysis of the facts but rather driven by their general antipathy towards the Petitioner and the efforts of the Petitioner to developer the Property.

At the Public Hearing, the Directors for the Districts raised a question of whether granting the Petitions for Exclusion would mean that the Districts were unable to collect the $4,000.00 per lot development fees (the "**Development Fees**"). *See* Transcript ¶¶ 98-100, 125-28. In response to this concern, Mr. Dykstra explained that he and the accountant for the Districts, Diane Wheeler, are in agreement that the development fees would remain due and would not be lost as a result of granting the Petitions for Exclusion. *See* Transcript ¶ 170. Additionally, legal counsel for the Petitioner informed the Districts that the Petitioner is not objecting to paying the Development Fees that are due and owing to the Districts. *See* Transcript ¶¶ 196. The Districts also indicated that they intended to put the development fees towards the early retirement of their debt, rather than towards operations and maintenance. *See* Transcript ¶¶ 100-06. Currently the Districts do not impose any fees other than the Development Fees. This is important to note as granting the Petitions for Exclusion would not harm the Districts with respect to fee revenue as stated in the Denial Resolutions and the Districts could continue to apply such revenue to the retirement of their debt. Therefore, neither the Record nor the factual reality of the Districts supports the Districts' conclusion that exclusion would go against the Districts' best interests due to the reduction in revenues from fees.

With respect to the other source of revenue pledged to the debt of the Districts, the debt service mill levy, the Districts would benefit greatly if they were to grant the Petitions for Exclusion. Despite being excluded from the boundaries of the Districts, the Property would remain subject to the debt service mill levy of the Districts for as long as the current debt is outstanding. As explained throughout this appeal, the Petitioner will be better able to develop the Property in

unison with the Non-District Property if the Petitions for Exclusion are granted. A successful development of the Property will result in significantly higher assessed valuations that will generate considerably more tax revenue from the debt service mill levy. This is of great benefit to the Districts because this will make them more fiscally sound with respect to their debt load and reduce the burden and risk presently borne solely by the current taxpayers of the Districts. Additionally, the Districts state that they will be disadvantaged by exclusion because they have built infrastructure in anticipation of revenue from the Property to reimburse bonds. *See* the Denial Resolutions, Page 1. This assertion also lacks support in the Record and legally the Property would remain subject to the Districts' debt service mill levies, so the District would still receive all of the anticipated revenues from the Property to reimburse the bonds. *See* Transcript ¶ 31. Therefore, the Districts' ability to repay their debts related to financing Public Improvements would not be impacted by exclusion. Not only would granting the Petitions for Exclusion benefit the bottom line of the Districts, but it is in the best interests of the taxpaying constituency the Directors of the Districts purport to represent. These benefits were clearly stated at the hearing and disregarded by the Districts in their adoption of the Denial Resolutions. *See* Transcript ¶¶ 6, 24, 26, 31, 149.

The Districts claim that the loss of revenue generated by the operations and maintenance mill levy will be harmful to them. *See* Denial Resolutions, Page 1. However, the loss of operations and maintenance revenue due to granting the Petitions for Exclusion would be de minimus and the Districts acknowledged as much in the exclusion hearing. *See* Transcript ¶¶ 38, 77, 94, 96, 110. The Districts were not clear on the exact amount of revenue that would be lost as their discussion bounced between amounts but it is clear that they were considering the loss, in current tax revenues not future unknown revenues, of a few hundred dollars per year, in total. The Petitioner has reviewed the tax records for the Property and determined that, in present day tax revenues, ESMD

would lose $150.05 and TCVPRD would lose $595.20 per year in operations and maintenance revenue. This is hardly a crippling lose to ESMD which has an annual budget for 2018 of $397,024 or TCVPRD which has an annual budget for 2018 of $883,484. Especially in light of the fact that neither of the Districts provides any operations and maintenance benefit to the Property. The Record clearly reflects, as acknowledged by the Districts and stated by legal counsel to the Petitioner, that there is no significant public infrastructure specifically benefitting the Property or located on the Property and being maintained by the Districts. *See* Transcript ¶¶ 6, 8, 10, 12, 13, 48, 97, 140. The constitutional due process violation created by such a situation was recently established in the *Landmark* decision and should provide pause to the Districts when arguing that the Denial Resolutions were appropriate and should be upheld. All of this begs the question of why the Districts would deny the Exclusion Petitions when there is clearly a great benefit to be derived from the successful development of the Property. Such a decision flies in the face of the fiduciary duty of the Directors to act in the best interests of the community and residents they represent. As has been alluded to throughout this appeal and is further detailed below, the only logical explanation for making a decision that so clearly goes against the best interests of the Districts is that there are other vindictive motivations at play.

Best Interests of the County

In the Denial Resolutions, the Districts cursorily stated that "[e]xclusion is not in the best interests of Adams County." *See* Denial Resolutions, Page 1. However, the Record includes no discussion of the impact of exclusion on the County. If the Districts had given sufficient consideration to this factor, they would have concluded that granting the Petitions for Exclusion would result in great benefit to the County. As previously explained, the Petitioner intends to develop the Property in unison with the Non-District Property. Successfully developing the

Property will result in additional housing supply for a quickly growing county that, like most areas along the Front Range, desperately needs more housing supply to keep up with the extremely strong demand of the current market. Additionally, the increased assessed valuations that would result from development of the Property will drive higher tax revenues to the County that benefit the wide range of services provided throughout the County. Development of the Property will also result in additional construction jobs within the County that bring the direct added benefits from increased sales and use taxes as well as the indirect benefit of construction workers supporting local businesses with their patronage over the lunch hour and after leaving the job site. The economic benefits to the County are overwhelmingly obvious and weigh in favor of granting the Petitions for Exclusion.

Relative Cost and Benefit to the Property if Excluded

As stated in the Record, the Property currently receives no meaningful benefit in exchange for the operations and maintenance mill levy it has been paying to the Districts since their inception. *See* Transcript ¶¶ 6, 8, 12, 13. As explained above, this is problematic in light of the *Landmark* ruling but also means that exclusion from the Districts would be quite beneficial to the Property because a grant of the Petitions for Exclusion would result in the elimination of property tax liability that produces no direct benefit for the Property. Since tax costs to the Property would be eliminated and the already non-existent services would remain non-existent, the cost-benefit analysis of this factor weighs in favor of granting the Petitions for Exclusion.

Ability of Districts to Provide Economical and Sufficient Service to the Property and the Remaining Properties in the Districts

For this factor, the Districts finding was, "[t]he ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the

District's boundaries will be affected and there will be an increased financial impact to the customers of the District." *See* Denial Resolutions, Page 1. The Districts' statement implies that the level of services the Districts currently provide would not be proportionately reduced if the Property were excluded. This statement supports the Petitioner's argument that the Districts are not providing services specific to the Property, even though the Property is taxed for those services. *See* ¶ 6. If the Districts were providing an equal level of services to all properties within their boundaries, including the Property, then the services and their related costs would decrease proportionately with the Property's exclusion and the proportional burden on the remaining properties would be minimal.

The fact of the matter is that the Districts are not providing any meaningful level of services to the Property, let alone "economical and sufficient" services. Therefore, exclusion of the Property would have no impact on this portion of the factor. As explained above, because the Property receives no services, it is essentially subsidizing services to other properties within the Districts. The Districts can make the argument that exclusion would result in lost revenue that the Districts rely on, but in doing so they concede that the Property is being taxed without the benefit of those same services. Furthermore, as detailed above, and substantiated by the Record, the budgetary impacts to the Districts resulting for a grant of the Petitions for Exclusion is negligible and will have no meaningful impact on the ability of the Districts to provide "economical and sufficient" services to the property remaining in the Districts. For these reasons, this particular factor weighs in favor of granting the Petitions for Exclusion.

Ability of Districts to Provide Services at a Reasonable Cost Compared with the Cost Imposed by Other Entities in the Area

Regarding this factor, the Districts found, "[t]he exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services." *See* Denial Resolutions, Page 1.

For a couple of reasons, the above statement is not accurate or a valid basis for denying the Petitions for Exclusion. The Districts state that the exclusion will affect their ability to provide services and improvements. First, as repeatedly mentioned throughout this appeal, the Property will remain subject to the debt service mill levy of the Districts and therefore any development resulting in an increase to assessed valuation will improve the ability of the Districts to service their debt. This is debt that was issued to pay for improvements benefitting the Districts. In fact, Mr. Dykstra stated for the Record that, "…for Eagle Shadow, since there are no ongoing services, it is no one else can go back and do the improvements you've already done that have helped that property, like the interchange, like the drainage improvements, all of that stuff. So that's foregone. So no one else can go back retroactively and do those." *See* Transcript ¶ 144. The improvements referenced by Mr. Dykstra, which have no direct benefit to the Property and would've been built regardless of the existence of the Property in order to serve the other areas of ESMD, were paid for by ESMD bonds that are being repaid by the debt service mill levy. This is the same debt service mill levy the Property will continue to be responsible for. Furthermore, the Property is not currently receiving any services from the Districts but is still paying taxes. The fact that the Districts are transparently admitting that they denied the Petitions for Exclusion because they need to tax the Property and utilize that revenue to provides services, not to the Property itself but to

other areas of the Districts, is troubling, to say the least. This use of tax revenue also directly contradicts the Court of Appeals holding in *Landmark*.

The Districts go on to state that, "[n]o other districts have agreed to provide the services." While that may be true, it is also true that no other districts have agreed to tax the Property either. That puts the Districts in the position of arguing that somehow it is in the best interests of the Property to remain in the Districts where it is responsible for a tax liability but receives no services in exchange for payment of those taxes. In the opinion of the Districts, this arrangement is preferential to granting the Petitions for Exclusion, which would result in the Property continuing to not receive services but being freed from the operations and maintenance mill levies. The only way this makes sense is if the Districts view the taxation of the Property as a means to subsidize their activities in other areas of the Districts. Clearly this has been their past practice and they intend it to be their future practice as well. For the foregoing reasons, it would be inappropriate to uphold the Denial Resolutions, and the Petitioner requests that the Commissioners grant the Petitions for Exclusion.

Effect of Denying the Exclusion on Economic Conditions in the Special District and Surrounding Area

With regard to this factor, the Districts found that, "[t]he effect of denying the petition on employment and other economic conditions in the District and the surrounding area is negligible." *See* Denial Resolutions, Page 2. Note that even the Districts here acknowledge there is an effect on employment and other economic conditions. As previously explained above and repeatedly stated in the Record, this effect is more than negligible. In order to develop the Property in its most valuable form, the Petitioner submitted the Petitions for Exclusion in order that the Property and Non-District Property be developed in unison. The Denial Resolutions jeopardize the ability

of the Petitioner to carry out this uniform plan of development. If the Property fails to develop as a result of the Denial Resolutions, or develops at a lower total value because of the Denial Resolutions, then both the Districts and the surrounding area will be harmed economically. First, the Districts will be harmed because the reduction in developed values will result in less tax revenues. Second, the surrounding area will be harmed because the other entities currently imposing taxes on the property will see less tax revenue as well. This reduction in tax revenue will decrease the ability of the Districts, the County and other taxing entities to carry out the same scope of services and improvements that would otherwise be possible if the Property were excluded and developed to its greatest potential. As with the other factors, the Districts ignored the impact their decision would have on development of the Property and made a cursory and conclusory statement in the Denial Resolutions without providing any due consideration to the statutory factor. For these reasons, an examination of this factor results in the conclusion that the Petitions for Exclusion should be granted and the Denial Resolutions overturned.

Economic Impact on the Region, Special District, Surrounding Area, and State as a Whole

With regard to this factor, the Districts stated the following, "[t]he Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue." *See* Denial Resolutions, Page 2. Similar to the previous factors, the Districts did not engage in much substantive discussion on the Record and provided little more than a restatement of this statutory factor in the Denial Resolutions. Again, the fact that the Districts did not conduct a thorough review of the relevant facts and apply those facts in their analysis is telling and ultimately supportive of the Petitioner's argument that the Petitions for Exclusion should have been granted.

Similar to the analysis under the previous factor, the Denial Resolutions will negatively impact the ability of the Petitioner to develop the Property and the Non-District Property in a uniform manner. While repetitive, it is important to restate that the consequences of the Denial Resolutions are economic in nature because they jeopardize the ability to develop the Property to its greatest value. The economic impact is not merely felt by the Petitioner but is felt by the Districts, the County, the surrounding area and the State of Colorado. The Denial Resolutions potentially inhibit increases in assessed valuations that will result in lost property tax revenues for the entities taxing the Property. Additionally, the diminished construction activity will have a negative impact on sales and use tax, as they relate to construction within the Property, as well as reducing the funds expended by construction workers and others in the area surrounding the Districts. Finally, failure to develop the Property to its fullest potential will result in less homes being built for a market, county and state in desperate need for more housing options. By effectively limiting the housing supply in this area, the Districts' actions are exacerbating the current housing affordability problems being felt along the Front Range.

The parties can argue over how great this impact would be but no serious analysis of the Petitions for Exclusion would rightly conclude that the Denial Resolutions will have no economic impact. In the previous factor, the Districts acknowledged that there would be a "negligible" effect on employment and economic conditions. While Petitioner contends that the impact will be much more than "negligible" there is at least an admission by the Districts of some impact. By the time the Districts arrived at their "analysis" of this current factor, there was no longer an economic impact to be had. This inconsistency in conclusions further clarifies that the Districts did not engage in a serious examination of the Petitions for Exclusion but rather issued the Denial Resolutions due to their animosity towards the Petitioner and not because a fair reading of the facts

led them to their conclusions. For these reasons, the Denial Resolutions should be overturned and the Petitions for Exclusion granted.

Whether Economically Feasible Alternative Service Available

With respect to this factor, as with the others, the Denial Resolutions simply reflect a conclusory statement. In this case, the Districts stated, "[a]n economically feasible alternative service is not available." Presumably, the statute expects an analysis along the lines of whether the Property can receive the same services it is currently receiving from another source and do so in an economically feasible manner. As detailed multiple times already, the Property is not receiving any services from the Districts. Granting the Petitions for Exclusion would have resulted in the Property continuing to not receive services but would have been done so without a cost to the Districts. It seems reasonable that if a service is not being provided, a cost should not be charged. The Districts adopted the Denial Resolutions maintaining the status quo and taking the position that the Property should be responsible for paying taxes, not receiving any services, and subsidizing the other areas of the Districts. The Petitions for Exclusion should have been granted, thereby putting an end to this unreasonable arrangement. For these reasons, the Petitioner requests that the actions of the Districts evidenced in the Denial Resolutions be overruled by the Commissioners.

Additional Costs to Property Remaining in the Districts if Exclusion Granted

This factor examines the cost impact an exclusion will have on property that is not excluded. In resolving this factor, the Districts stated, "[t]here will be additional costs levied on the property remaining in the District if the Board grants the petition." *See* Denial Resolutions, Page 2. Again, all that is produced by the Districts is a simple recitation of the statutory language rather than a serious review of the facts. It is not entirely clear what additional costs the Districts

are referring to. As mentioned above, the Property encompasses less than ten percent (10%) of the entire area of the Districts, and exclusion of the Property would not impose a substantial impact on the area of the Districts. Additionally, the Property is currently responsible for about $750 per year in taxes that would no longer be available to the Districts upon exclusion. However, the Property enjoys zero benefit of services provided in exchange for the $750 in taxes. This is likely the exact point the Districts are making. The Districts view the grant of exclusion as a $750 per year hit to their bottom lines. Since they do not spend any of that $750 on the Property itself, this is truly a net loss to the Districts. In other words, the Districts lose the ability to subsidize services in areas other than the Property if they grant the Petitions for Exclusion. This is not only a legally questionable rationale for denying the Petitions for Exclusion but is an unacceptable way to treat taxpayers of your community. The Districts are providing no services to the Property, in light of this reality the Petitioner is seeking exclusion of the Property, the Districts are admitting they provide no services, the Districts are stating in the Denial Resolutions that it is irrelevant what the Petitioner wants, and finally the Districts are taking the position that it is okay for the Property to be taxed without receiving any services. For these reasons, analysis of the above factor clearly weighs in favor of granting the Petitions for Exclusion.

ADDITIONAL BACKGROUND INFORMATION

The development of the Todd Creek Village project began in 1994 (the "**Development**"). At the time, the only paved road west of the South Platte River was Highway 7. The Development encompasses an overall area of approximately 4,000 acres and a final PUD for the entire area was approved in 1999. Prior to approval of the development plans, the Commissioners requested that the developer seek services from either the City of Thornton ("**Thornton**") or the City of Brighton ("**Brighton**"). Brighton was unwilling to provide services west of the South Platte River and

Thornton would not commit to provide services before 2020. Based on the responses received from Brighton and Thornton, the developer began working with the County on how public improvements and services could be provided in this area.

The provision of public improvements to such a large area lacking basic infrastructure was a massive undertaking for the developer. The needed improvements included upgrades to Highway 7, construction of new parkways, preparations for joining the proposed E-470 Highway system, drainage studies and improvements, state approved water and wastewater improvements and many other items. In order to finance the enormous costs associated with these improvements, the County and the developer worked out an approach with two layers of local government.

The first layer was the creation of Todd Creek Village Metropolitan District ("**TCVMD**"). TCVMD would be established as a special district providing water and sewer infrastructure for the entire Development. The Commissioners approved a Service Plan for TCVMD that allowed for fees to be imposed to pay for public infrastructure and water and sewer service but would not allow for imposition of a mill levy. The second layer of local government, as agreed to by the Commissioners and the developer, would be a series of metropolitan districts for each subdivision within the greater Development. The metropolitan districts would have the ability to tax the residents of the particular subdivision and, as metropolitan districts routinely do, to reimburse the developer for financing and constructing certain public improvements. The plan was for the metropolitan districts to provide all public improvements, except for water and sewer that was being provided by TCVMD. As each of these metropolitan districts paid off their respective debt, they would then have the opportunity to dissolve and discontinue their mill levies. Todd Creek Farms Metropolitan District No. 2 ("**Todd Creek Farms**") was the first district to complete this

life cycle and was recently dissolved. The developer established three other metropolitan districts to operate in the same manner as Todd Creek Farms, one of those districts was ESMD.

Due to the crash in the housing market, there was virtually no new home construction between 2007 and 2015 in the planned subdivisions referred to as Riverside and Shook. The Property encompasses the area referred to as Shook. The Riverside development was recently completed and ESMD received over $130,000 in System Development Fees plus the increased property tax revenue resulting from 165 new homes with an average value of $550,000. Despite repeated requests, the infusion of substantial sums of cash, and the clear intent by the County in allowing the metropolitan districts, ESMD refused to participate in or contribute to the financing of the public infrastructure needed to complete the Riverside subdivision. The refusal by ESMD is contrary to the purpose for which the County allowed ESMD to be created and has frustrated the development ability and timing of the Riverside subdivision.

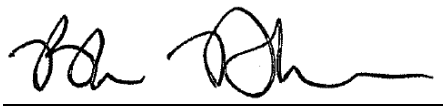
As mentioned previously, the Shook subdivision is encompassed by the Property. Due to the history of ESMD refusing to participate in the financing of public improvements for Riverside, the Petitioner has requested that the Property be excluded from ESMD so that it can be developed and the public improvements can be financed in accordance with the vision of the developer and the County that has been in place since the development began in 1994. ESMD may not wish to incur debt for additional public improvements, but in order for the Property and the Non-District Property to be developed in a consistent and uniform manner the Petitioner needs to have the financing support of a metropolitan district. This support is necessary to take on the large public improvement costs, was intended to be provided since the County put this approach in place in 1994, and can be simply accomplished through a grant of exclusion. The lack of cooperation by ESMD puts the Petitioner in a bind because ESMD will not assist with financing the public

improvements that are needed, but the Petitioner cannot obtain the necessary metropolitan district financing support elsewhere so long as the Property remains in the Districts.

CONCLUSION

The Districts adopted their Denial Resolutions based on an insufficiently sparse analysis of the statute and the facts relating to the Petitions for Exclusion. The adoption of the Denial Resolutions frustrates the ability to develop the Property and is contrary to the intent of the County established in 1994. The Property continues to bear a property tax burden that it does not benefit from and the Districts are unwilling to support the financing of public improvements that would benefit the Property. For the reasons stated above, the decision of the Districts to deny the Petitions for Exclusion was not in the best interests of the taxpayers of the Districts, the Property, the Districts, the County or the State of Colorado. Therefore, the Petitioner respectfully requests that the Commissioners thoroughly review the statutory factors and the facts established by the Record and come to the conclusion that the Districts erred when denying the Petitions for Exclusion.

Respectfully Submitted to the Adams County Board of County Commissioners on August 17, 2018.



Blair M. Dickhoner

Legal Counsel to Petitioner

EXHIBIT A

(Property Map)

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

COVER SHEET

SHEET INDEX

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "TTS,1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BY A 2INCH ALUMINUM CAP STAMPED "ALPHA ENGRG., TTS/S3/S2/S10/S11, R67W, 1996, LS25937" IN A RANGE BOX, BEARING S89°31'31"W.

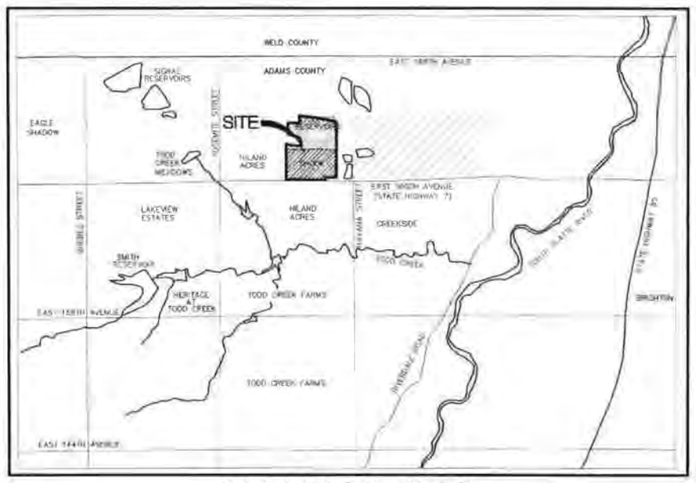
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N 00°30'49" W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER N 00°30'49" W A DISTANCE OF 1213.23 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF THE SAID SECTION 3,
THENCE N 84°51'13" E A DISTANCE OF 604.96 FEET TO A POINT;
THENCE N 00°25'16" W A DISTANCE OF 88.29 FEET;
THENCE N 12°00'10" W A DISTANCE OF 318.38 FEET;
THENCE N 13° 44'55" W A DISTANCE OF 500.99 FEET;
THENCE N 00°30'59" W A DISTANCE OF 440.47 FEET;
THENCE N 89°29'01" E A DISTANCE OF 462.14 FEET;
THENCE N 00°31'00" W A DISTANCE OF 287.50 FEET;
THENCE S 84°54'03" E A DISTANCE OF 610.38 FEET;
THENCE S 79°10'19" E A DISTANCE OF 701.23 FEET;
THENCE S 75°53'13" E A DISTANCE OF 170.95 FEET;
THENCE S 00°39'36" E A DISTANCE OF 1912.04 FEET, TO THE NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO OF RECORD IN BOOK 1323 AT PAGE 0091;
THENCE S 89°31'31" W ALONG SAID NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 4,421,420.30 SQUARE FEET OR 101.50 ACRES

PUD STANDARDS

ZONING	PUD
LANDE USE	RESIDENTIAL ESTATES DISTRICT SFD
ACREAGE	101.50 ACRES (4,421,420 SF)
MAXIMUM GROSS DENSITY	0.79 DU/AC
MINIMUM SETBACKS FOR RESIDENCE FRONT: FRONT (STATE HWY. OR ARTERIAL) SIDE: SIDE ON CORNER: REAR:	 30' 50' 17' (ONE SIDE); 5' (OTERH SIDE) 30' (LOCAL ST.); 50' (STATE HWY OR ARTERIAL ST.) 20'
MINMUM FRONTAGE WIDTH AT FRONT SETBACK	150'
MINIMUM SETBACK ACCESSORY BUILDING FRONT: SIDE: SIDE ON CORNER: REAR:	 EQUAL TO PRINCIPAL RESIDENCE ON THE LOT 15' 25' ; 30' (STATE HWY OR ARTERIAL ST.) 10'
MAXIMUM BUILDING HEIGHT	RESIDENCE: 35' ACCESSORY BUILDING: 25'
MINUMUM LOT SIZE	1 AC
MAXIMUM UNITS PER LOT	1
MINUMUM FLOOR AREA	1,800 SQUARE FEET
MAXIMUM FLOOR AREA	12.5 % OF LOT AREA
PARKING	TWO OFF-STREET PARKING SPACES REQUIRED IN THE DRIVEWAY
OPEN SPACE TOTAL ACRES OF LANDSCAPED AREA	 18.70 AC, 18.4%



VICINITY MAP
NOT TO SCALE

Certificate of Ownership:

Valley Bank and Trust
being the owner of Todd Creek Village
located in the County of Adams, State of Colorado,
hereby submit this Planned unit Development - Final Development Plan and agree to perform under the terms noted hereon.

Owner Signature
State)
County) SS
City)

The foregoing ownership certficate was acknowledges before me this day of ,20

Notary Public:
My Commission expires:

Planning Commission Approval:

Approved by the Adams County Planning Commision, this day of 20 A.D.

Chairman

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners this day of 20 AD

Chairmaln

This Final Development Plan was filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado at m. on the day of ,20

County Clerk and Recorder

By Deputy:

The Preliminary Developement Plan was filed for record in the Office of the Adams County Clerk and Recorder In the State of Colorado on the day of

Map No. Reception No.

The following Additions and Deletions In the PUD were made by the Board of County Commissioners at the time of approval.

Approved as to form by:

Director of Planning and Developement

County Attorney

File No.
Map No.
Reception No.

Design Engineer
Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SHEET
CV1

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

SITE PLAN

Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD SITE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS DATE / DESCRIPTION / DWN BY / CK BY	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	SCALE: 1" = 200' DATE: OCTOBER 16, 2017 DR. BY: JR CK. BY: JR JOB NO: 2016.005 SHEET PUD 2

TODD CREEK VILLAGE
SHOOK PROPERTY

PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

LANDSCAPE PLAN

LEGEND

- NATIVE SEED
- WHITE VINAL 3 RAIL FENCE ____ x ____
- DECIDUOUS OR EVERGREEN TREES (SEE BELOW FOR TYPE AND SIZE)

DECIDUOUS: 2-2 1/2" Cal.

- Autumn Purple Ash (Fraxinus americana 'Autumn Purple')
- Green Ash (Fraxinus pennsylvania)
- Angustifolia Cottonwood (Populus angustifolia)
- Hackberry (Celtis occidentalis)

EVERGREEN: 6' HT

- Ponderosa Pine (Pinus Ponderosa)
- Scotch Pine (Pinus sylvestris)

- SHRUB BED (SHRUBS TO BE SELECTED FROM THE COUNTY DROUGHT TOLERANT LIST)

1. IRRIGATION NOTE: ALL LANDSCPATE AREAS TO BE TRUCK WATERED BY HAND UNTIL ESTABLISHED AND AS REQUIRED THEREAFTER

2. ALL LANDSCAPED AREAS TO BE AMMENDED WITH PEAT AND MANURE WATERED BY HAND UNTIL

40 0 20 40 80
(IN FEET)
1 inch = 40 ft.
GRAPHIC SCALE

Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD LANDSCAPE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS DATE / DESCRIPTION / DWN BY / CK BY	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	SCALE: 1" = 40' DATE: OCTOBER 16, 2017 DR. BY: JR CK. BY: JR JOB NO. 2016.005 SHEET PUD 3

EXHIBIT B

(ESMD Petition for Exclusion)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
EAGLE SHADOWS METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **EAGLE SHADOWS METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe

The above and foregoing instrument was acknowledged before me this 26th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST, A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F;
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 2006062000622380.

EXHIBIT C

(TCVPRD Petition for Exclusion)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **TODD CREEK VILLAGE PARK AND RECREATION DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 26th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   'ALTA' Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1:

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F;
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

EXHIBIT D

(Notice of Hearing)

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of June 2018** the last on the **13th day of June 2018**

Publisher, Subscribed and sworn before me,
this **20 day of June, 2018**

Notary Public

NOTICE OF HEARINGS ON PETITIONS FOR EXCLUSION

NOTICE IS HEREBY GIVEN that there has been filed with the Boards of Directors of the **Eagle Shadow Metropolitan District No. 1** and **Todd Creek Village Park and Recreation District**, in the County of Adams, State of Colorado, petitions praying for the exclusion of certain lands from such Districts.

1. The name and address of the petitioner and a legal description of the property mentioned in such petitions are as follows.

Petitioner: Sec. 2-3 Phoenix, LLC
Address: 9200 E. Mineral Avenue,
Suite 365,
Centennial, CO 80112

Legal Descriptions: Generally Described as Parcel A1 and an Easement as to Parcel A2; parts of Section 3, Township 1 South Range 67 West of the 6th P.M., and Parcel B Lots 1 through 13, inclusive Block 1; Lots 1 through 8, inclusive Block 2; Lots 1 through 3, inclusive Block 3; Lots 1 through 3, inclusive Block 4; Lots 1 through 5, inclusive Block 5; and Outlots A, B, C, D, E and F of the Shook Subdivision, County of Adams, State of Colorado, further described in full legal descriptions that can be requested from Spencer Fane LLP at (303) 839-3800.

2. The prayer of the petitions is that the above property be excluded from the Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District.

Accordingly, notice is hereby given to all interested persons to appear at the combined public hearing of the Boards of Directors of the Districts at 4:00 p.m. on Tuesday, June 19, 2018, at 15959 Havana Street, Brighton, Colorado, and show cause in writing, if any they have, why such petitions should not be granted. The failure of any person in the existing Districts to file a written objection shall be taken as an assent on his part to the exclusion of the area described in this notice.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

By: /s/ Russell W. Dykstra
General Counsel

Published in the Brighton Standard Blade on June 13, 2018.

#180819

EXHIBIT E

(Denial Resolution of ESMD)

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1 DENYING A PETITION FOR EXCLUSION BY SEC. 2 - 3 PHOENIX, LLC

COMES NOW, the President of the Eagle Shadow Metropolitan District No. 1 (the "District"), and certifies that at a regular meeting of the Board of Directors of the District, held June 19, 2018 at the Community/Conference Room at the Greater Brighton Fire Protection District, Station No. 55, 15959 Havana Street, Brighton, Colorado, the following resolution was adopted, to wit:

WHEREAS, the property owner set forth below has petitioned the District for the exclusion from said District of the land described in the Petition for Exclusion attached hereto as **Exhibit A;**

WHEREAS, public notice has been published in accordance with law, calling for a public hearing on the prayer of said Petition for Exclusion, proof of which is attached hereto as **Exhibit B**;

WHEREAS, based upon the Petition for Exclusion, the Service Plan for the District, and such other evidence as was presented to the Board and made part of the record in this proceeding, the Board has found and does hereby find, relative to the grant or denial of the petition for exclusion, and in accordance with Section 32-1-501(3), C.R.S. that:

(a)

(I) Exclusion is not in the best interests of the property to be excluded.

(II) Exclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds.

(III) Exclusion is not in the best interests of Adams County.

(b) The relative cost from the District's services to the property to be excluded is negligible and the benefit from the District's services to the property to be excluded is significant.

(c) The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will be affected and there will be an increased financial impact to the customers of the District.

(d) The exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services.

(e) The effect of denying the petition on employment and other economic conditions in the District and surrounding area is negligible.

(f) The Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue.

(g) An economically feasible alternative service is not available.

(h) There will be additional costs levied on the property remaining in the District if the Board grants the petition.

WHEREAS, the Board, after considering the evidence and all of the factors and findings set forth above, has determined and does hereby determine that the property in whole, as described in **Exhibit C** attached hereto, should not be ordered excluded from the boundaries of the Eagle Shadow Metropolitan District No. 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Eagle Shadow Metropolitan District No. 1 shall, and hereby does deny the Petition for Exclusion and the land described in **Exhibit C** shall remain within the boundaries of the Eagle Shadow Metropolitan District No. 1.

FURTHER, that the name and address of the owner of said property are as follows:

Owner: Sec. 2 – 3 Phoenix, LLC
Address: 9200 E. Mineral Avenue, Suite 365
Centennial, CO 80112

The foregoing is a true and accurate copy of the action taken by the governing body of Eagle Shadow Metropolitan District No. 1.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1

President

ATTEST:

Secretary

EXHIBIT A

(PETITION FOR EXCLUSION)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
EAGLE SHADOWS METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **EAGLE SHADOWS METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 11th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured**

   "ALTA" Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO,

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'58" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3 INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

COVER SHEET

SHEET INDEX

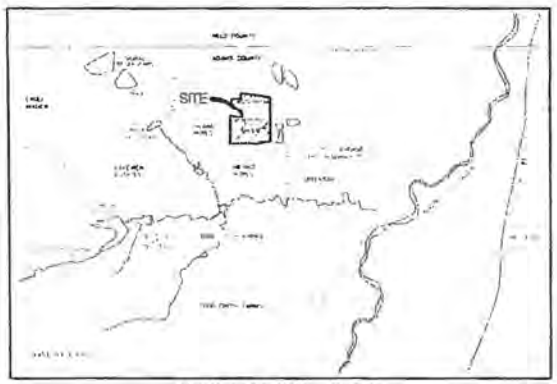
1 OF 3 COVER SHEET
2 OF 3 SITE PLAN
3 OF 3 LANDSCAPE PLAN

LEGAL DESCRIPTION

[illegible]

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT (RE)
ACREAGE	101.50 ACRES (4,421,420 SF)
MAXIMUM GROSS DENSITY	0.76 DU/AC
MINIMUM SETBACKS FOR PRINCIPAL BUILDING: FRONT FRONT (STATE HWY. OR ARTERIAL) SIDE SIDE ON CORNER REAR	 30' 50' 15' (ONE SIDE), 5' (OTHER SIDE) 30' (LOCAL ST.) 50' (STATE HWY OR ARTERIAL ST.) 20'
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	150'
MINIMUM SETBACK ACCESSORY BUILDING: FRONT SIDE SIDE ON CORNER REAR	 EQUAL TO PRINCIPAL RESIDENCE ON THE LOT 15' 25', 30 (STATE HWY OR ARTERIAL ST.) 10'
MAXIMUM BUILDING HEIGHT	RESIDENCE: 35 ACCESSORY BUILDING: 28
MINIMUM LOT SIZE	1 AC.
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,400 SQUARE FEET
MAXIMUM FLOOR AREA	12.5 % OF LOT AREA
PARKING	TWO OFF-STREET PARKING SPACES REQUIRED IN THE DRIVEWAY
OPEN SPACE TOTAL ACRES OF LANDSCAPED AREA	18.70 AC. 18.4%



VICINITY MAP
NOT TO SCALE

Certificate of Ownership:

Valley Bank and Trust
being the owner of Todd Creek Village
located in the County of Adams, State of Colorado,
hereby submit this Planned unit Development - Final Development Plan and agree to perform under the terms noted hereon.

Owner Signature
State)
County) SS
City)

The foregoing ownership certificate was acknowledged before me this day of , 20

Notary Public:
My Commission expires

Planning Commission Approval:

Approved by the Adams County Planning Commision this day of 20 A.D.

Chairman

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners this day of 20___ AD

Chairman

This Final Development Plan was filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado at m on the day of ,20

County Clerk and Recorder

By Deputy:

The Preliminary Development Plan was filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado on the day of

Map No. Reception No.

The following Additions and Deletions in the PUD were made by the Board of County Commissioners at the time of approval

Approved as to form by:

Director of Planning and Development

County Attorney

File No.
Map No.
Reception No.

Design Engineer
Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SHEET
CV1

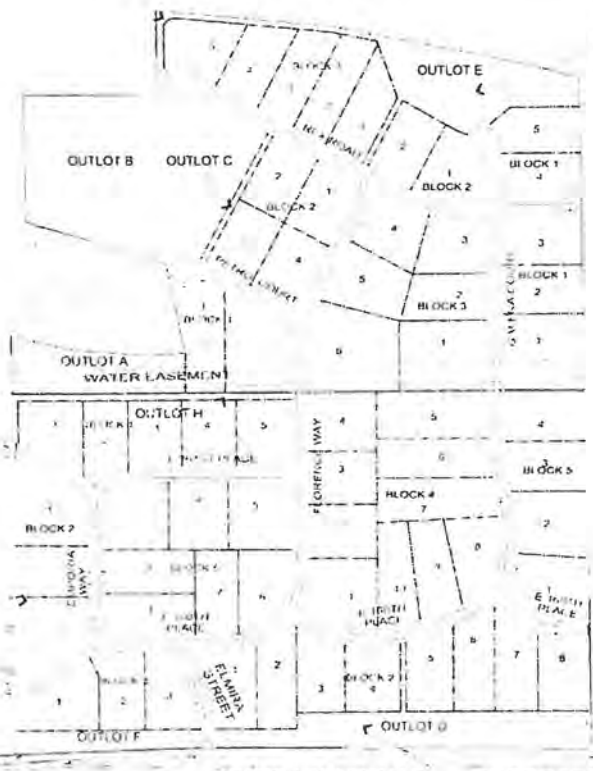
TODD CREEK VILLAGE
SHOOK PROPERTY

PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

SITE PLAN



PROPOSED DETENTION

HAVANA STREET

LOMAND CIRCLE

MINUMUM SETBACKS FOR BUILDING RESIDENCES, SEE SHEET 1.

GENEVA COURT

HI-LAND CIRCLE

STATE HIGHWAY 7

PROPOSED DETENTION

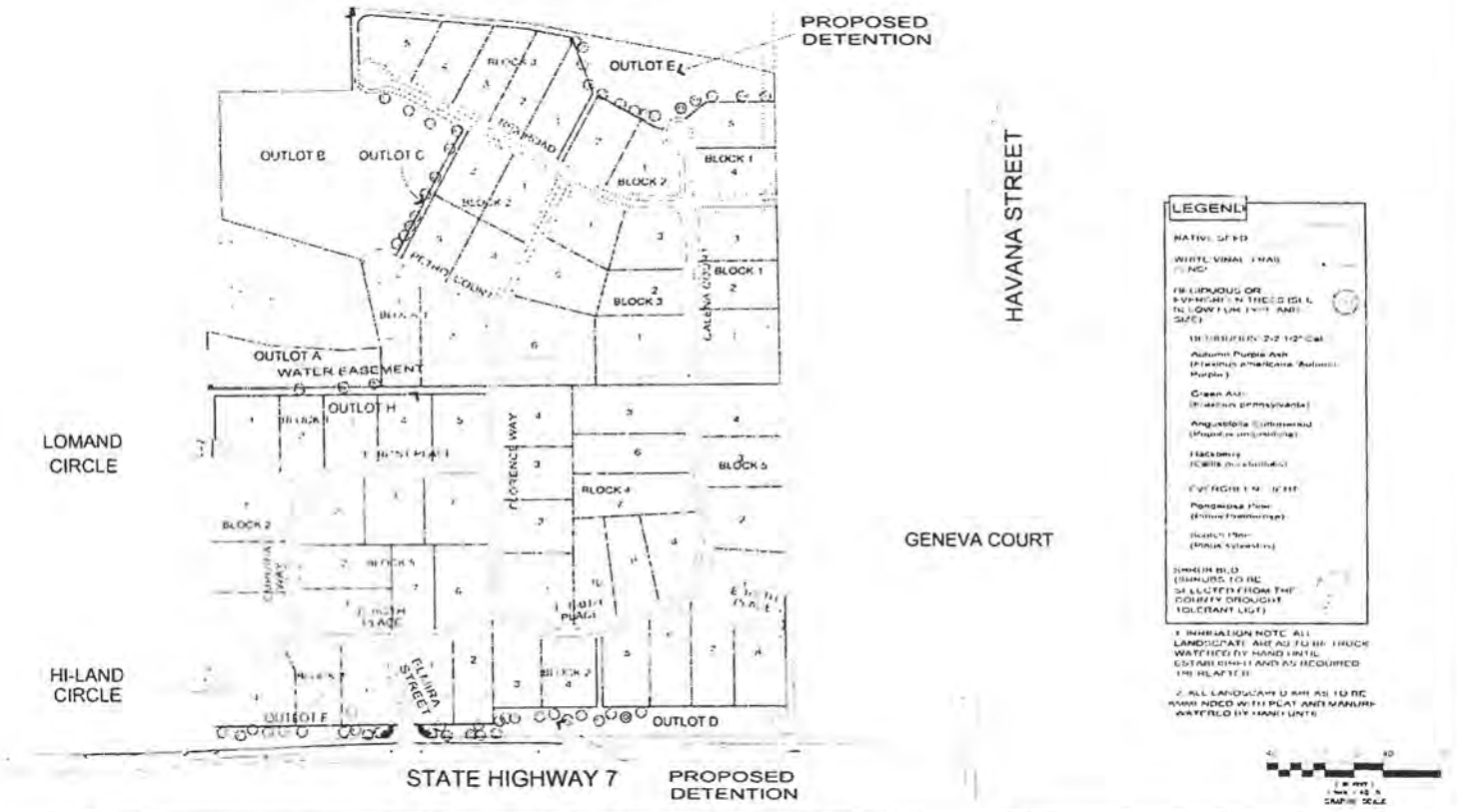
Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD SITE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 2

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

LANDSCAPE PLAN



Declarant:	PUD LANDSCAPE PLAN	REVISIONS	Rokeh Consulting, LLC	PUD 3
SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO		89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	

EXHIBIT B

(PUBLISHED NOTICE)

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of June 2018** the last on the **13th day of June 2018**

Publisher, Subscribed and sworn before me,
this **20 day of June, 2018**

Notary Public

NOTICE OF HEARINGS ON PETITIONS FOR EXCLUSION

NOTICE IS HEREBY GIVEN that there has been filed with the Boards of Directors of the **Eagle Shadow Metropolitan District No. 1** and **Todd Creek Village Park and Recreation District**, in the County of Adams, State of Colorado, petitions praying for the exclusion of certain lands from such Districts.

1. The name and address of the petitioner and a legal description of the property mentioned in such petitions are as follows.

Petitioner: Sec. 2-3 Phoenix, LLC
Address: 9200 E. Mineral Avenue,
Suite 365,
Centennial, CO 80112

Legal Descriptions: Generally Described as Parcel A1 and an Easement as to Parcel A2; parts of Section 3, Township 1 South Range 67 West of the 6th P.M., and Parcel B Lots 1 through 13, inclusive Block 1; Lots 1 through 8, inclusive Block 2; Lots 1 through 3, inclusive Block 3; Lots 1 through 3, inclusive Block 4; Lots 1 through 5, inclusive Block 5; and Outlots A, B, C, D, E and F of the Shook Subdivision, County of Adams, State of Colorado, further described in full legal descriptions that can be requested from Spencer Fane LLP at (303) 839-3800.

2. The prayer of the petitions is that the above property be excluded from the Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District.

Accordingly, notice is hereby given to all interested persons to appear at the combined public hearing of the Boards of Directors of the Districts at 4:00 p.m. on Tuesday, June 19, 2018, at 15959 Havana Street, Brighton, Colorado, and show cause in writing, if any they have, why such petitions should not be granted. The failure of any person in the existing Districts to file a written objection shall be taken as an assent on his part to the exclusion of the area described in this notice.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

By: /s/ Russell W. Dykstra
General Counsel

Published in the Brighton Standard Blade on June 13, 2018.

#180819

EXHIBIT C

(LEGAL DESCRIPTION)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. Effective Date:

04/12/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 TBD
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A1

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1087.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST, A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS; COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4,
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. **2006062000622380**

EXHIBIT F

(Denial Resolution of TCVPRD)

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE TODD CREEK VILLAGE PARK AND RECREATION DISTRICT DENYING A PETITION FOR EXCLUSION BY SEC. 2 - 3 PHOENIX, LLC

COMES NOW, the President of the Todd Creek Village Park and Recreation District (the "District"), and certifies that at a regular meeting of the Board of Directors of the District, held June 19, 2018 at the Community/Conference Room at the Greater Brighton Fire Protection District, Station No. 55, 15959 Havana Street, Brighton, Colorado, the following resolution was adopted, to wit:

WHEREAS, the property owner set forth below has petitioned the District for the exclusion from said District of the land described in the Petition for Exclusion attached hereto as **Exhibit A;**

WHEREAS, public notice has been published in accordance with law, calling for a public hearing on the prayer of said Petition for Exclusion, proof of which is attached hereto as **Exhibit B**;

WHEREAS, based upon the Petition for Exclusion, the Service Plan for the District, and such other evidence as was presented to the Board and made part of the record in this proceeding, the Board has found and does hereby find, relative to the grant or denial of the petition for exclusion, and in accordance with Section 32-1-501(3), C.R.S. that:

(a)

(I) Exclusion is not in the best interests of the property to be excluded.

(II) Exclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds.

(III) Exclusion is not in the best interests of Adams County.

(b) The relative cost from the District's services to the property to be excluded is negligible and the benefit from the District's services to the property to be excluded is significant.

(c) The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will be affected and there will be an increased financial impact to the customers of the District.

(d) The exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services.

(e) The effect of denying the petition on employment and other economic conditions in the District and surrounding area is negligible.

(f) The Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue.

(g) An economically feasible alternative service is not available.

(h) There will be additional costs levied on the property remaining in the District if the Board grants the petition.

WHEREAS, the Board, after considering the evidence and all of the factors and findings set forth above, has determined and does hereby determine that the property in whole, as described in **Exhibit C** attached hereto, should not be ordered excluded from the boundaries of the Todd Creek Village Park and Recreation District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Todd Creek Village Park and Recreation District shall, and hereby does deny the Petition for Exclusion and the land described in **Exhibit C** shall remain within the boundaries of the Todd Creek Village Park and Recreation District.

FURTHER, that the name and address of the owner of said property are as follows:

Owner: Sec. 2 – 3 Phoenix, LLC
Address: 9200 E. Mineral Avenue, Suite 365
Centennial, CO 80112

The foregoing is a true and accurate copy of the action taken by the governing body of Todd Creek Village Park and Recreation District.

TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

President

ATTEST:

Secretary

EXHIBIT A

(PETITION FOR EXCLUSION)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **TODD CREEK VILLAGE PARK AND RECREATION DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 11 day of April 2018 by Gene Osborne . as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured**

   'ALTA' Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3 INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

COVER SHEET

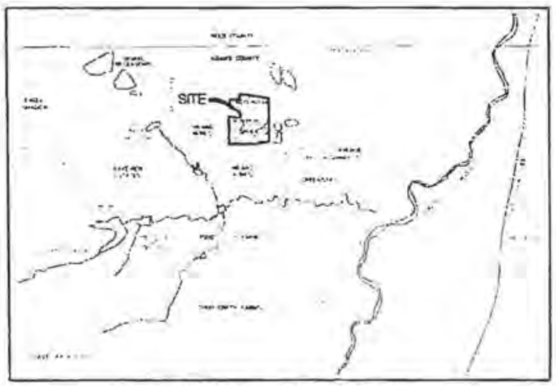
SHEET INDEX

LEGAL DESCRIPTION

[illegible]

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT (RE)
ACREAGE	[illegible] ACRES ([illegible] SF)
MAXIMUM GROSS DENSITY	0.79 DU/AC
MINIMUM SETBACKS FOR PRINCIPAL RESIDENCE FRONT FRONT (STATE HWY. OR ARTERIAL) SIDE SIDE ON CORNER REAR	 30' 50' 17' (ONE SIDE) 15' (OTHER SIDE) 30' (LOCAL ST.) 50' (STATE HWY OR ARTERIAL ST.) 20'
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	150'
MINIMUM SETBACK ACCESSORY BUILDING FRONT SIDE SIDE ON CORNER REAR	 EQUAL TO PRINCIPAL RESIDENCE ON THE LOT 15' 25' 30 (STATE HWY OR ARTERIAL ST.) 10'
MAXIMUM BUILDING HEIGHT	RESIDENCE 35' ACCESSORY BUILDING 28'
MINIMUM LOT SIZE	1 AC
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,800 SQUARE FEET
MAXIMUM FLOOR AREA	12.5 % OF LOT AREA
PARKING	TWO OFF STREET PARKING SPACES REQUIRED IN THE DRIVEWAY
OPEN SPACE TOTAL ACRES OF LANDSCAPED AREA	18.70 AC 18.4%



VICINITY MAP
NOT TO SCALE

Certificate of Ownership

Valley Bank and Trust
being the owner of Todd Creek Village
located in the County of Adams, State of Colorado,
hereby submit this Planned unit Development - Final
Development Plan and agree to perform under the
terms noted hereon.

Owner Signature
State)
County) SS
City)

The foregoing ownership certificate was acknowledged
before me this day of 20

Notary Public
My Commission expires.

Planning Commission Approval:

Approved by the Adams County Planning Commision
this day of 20 A.D.

Chairman

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners
this day of 20 AD

Chairman

This Final Development Plan was filed for record in the
Office of the Adams County Clerk and Recorder in the
State of Colorado at m on the day of
20

County Clerk and Recorder

By Deputy:

The Preliminary Development Plan was filed for record
in the Office of the Adams County Clerk and Recorder
in the State of Colorado on the day of

Map No. Reception No.

The following Additions and Deletions in the PUD were
made by the Board of County Commissioners at the
time of approval

Approved as to form by

Director of Planning and Development

County Attorney

File No.
Map No.
Reception No.

Design Engineer
Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SHEET
CV1

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

SITE PLAN

PROPOSED DETENTION

HAVANA STREET

LOMAND CIRCLE

MINUMUM SETBACKS FOR BUILDING RESIDENCES, SEE SHEET 1,

GENEVA COURT

HI-LAND CIRCLE

STATE HIGHWAY 7

PROPOSED DETENTION

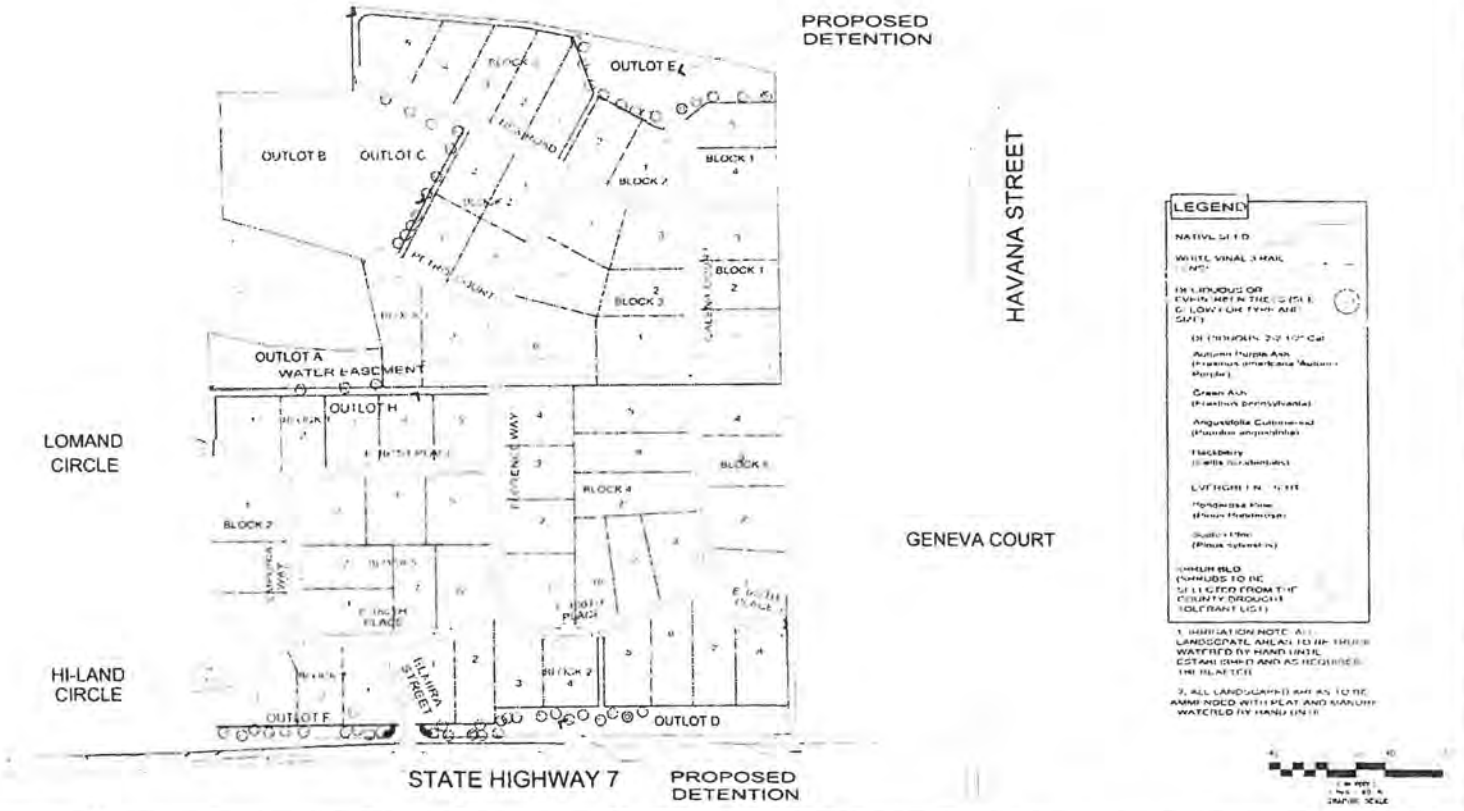
Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD SITE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 2

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

LANDSCAPE PLAN



Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD LANDSCAPE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS DATE	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 3

EXHIBIT B

(PUBLISHED NOTICE)

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of June 2018** the last on the **13th day of June 2018**

Publisher, Subscribed and sworn before me,
this **20 day of June, 2018**

Notary Public

NOTICE OF HEARINGS ON PETITIONS FOR EXCLUSION

NOTICE IS HEREBY GIVEN that there has been filed with the Boards of Directors of the **Eagle Shadow Metropolitan District No. 1** and **Todd Creek Village Park and Recreation District**, in the County of Adams, State of Colorado, petitions praying for the exclusion of certain lands from such Districts.

1. The name and address of the petitioner and a legal description of the property mentioned in such petitions are as follows:

Petitioner: Sec. 2-3 Phoenix, LLC
Address: 9200 E. Mineral Avenue,
Suite 365,
Centennial, CO 80112

Legal Descriptions: Generally Described as Parcel A1 and an Easement as to Parcel A2; parts of Section 3, Township 1 South, Range 67 West of the 6th P.M., and Parcel B Lots 1 through 13, inclusive Block 1, Lots 1 through 8, inclusive Block 2, Lots 1 through 3, inclusive Block 3, Lots 1 through 3, inclusive Block 4, Lots 1 through 5, inclusive Block 5, and Outlots A, B, C, D, E and F of the Shook Subdivision, County of Adams, State of Colorado, further described in full legal descriptions that can be requested from Spencer Fane LLP at (303) 839-3800.

2. The prayer of the petitions is that the above property be excluded from the Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District.

Accordingly, notice is hereby given to all interested persons to appear at the combined public hearing of the Boards of Directors of the Districts at 4:00 p.m. on Tuesday, June 19, 2018, at 15959 Havana Street, Brighton, Colorado, and show cause in writing, if any they have, why such petitions should not be granted. The failure of any person in the existing Districts to file a written objection shall be taken as an assent on his part to the exclusion of the area described in this notice.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

By: /s/ Russell W. Dykstra
General Counsel

Published in the Brighton Standard Blade on June 13, 2018.

#180819

EXHIBIT C

(LEGAL DESCRIPTION)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80603

1. Effective Date:

04/12/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 100
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A1

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST, COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET, THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE. COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5,
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380

EXHIBIT G

(ESMD Meeting Minutes)

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
EAGLE SHADOW METROPOLITAN DISTRICT NO. 1

HELD: Tuesday, the 19th day of June, 2018, at 4:00 p.m. in the Community Room of the Greater Brighton Fire Protection District Station 55, 15959 Havana Street, Brighton, Colorado

ATTENDANCE:

A regular meeting of the Board of Directors of the Eagle Shadow Metropolitan District No. 1, Adams County, Colorado, was held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

Cheryl A. Gibson, President
Fred Brown, Asst. Secretary
George A. Nightingale, Asst. Secretary (via telephone)
Darrell S. Jennings, Treasurer/Asst. Secretary
Jeffery A. Walsh, Asst. Secretary

Also present were Barney Fix of Merrick and Company, Diane Wheeler of Simmons and Wheeler P.C., Josh Schultz of Schultz Industries, Inc., Blair Dickhoner of White Bear Ankele Tanaka and Waldron P.C. and Russell W. Dykstra of Spencer Fane LLP.

CALL TO ORDER:

Director Gibson noted that a quorum was present for the purpose of conducting a meeting of the Board of Directors of the Eagle Shadow Metropolitan District No. 1 and called the meeting of the Board of Directors of the District to order at 4:00 p.m.

AGENDA:

The Directors reviewed the agenda for the meeting. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved the Agenda as amended moving the public hearing on petition for exclusion of property from Attorney's Items on the agenda to the beginning of the meeting

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:

Mr. Dykstra noted that transactional disclosure statements had been filed on behalf of the members of the Board of Directors with the office of the Colorado Secretary of State and with the Secretary of the District. Upon motion duly made, seconded and upon vote unanimously carried, the Board directed that said Disclosures be incorporated herein. The members noted for the record that the only conflict each of them has is ownership of a home and property with-in the District.

PUBLIC COMMENT:

There was none.

PUBLIC HEARING ON EXCLUSION:

Mr. Dykstra reported that proper publication of notice for the exclusion petition hearing had been made in order to allow the Board to hold a public hearing on the petition for exclusion of property. The hearing was opened and public comment was taken in regard to the exclusion

petition after which the hearing was closed. Mr. Dykstra reviewed the petition for exclusion of property and reviewed the statutory requirements with the Board. The Board requested an executive session to receive specific legal advice regarding the exclusion requirements.

The Board entered into executive session pursuant to 24-6-402(4)(b) in order to obtain specific legal advice from Mr. Dykstra pertaining to the requirements for exclusion of property within the district boundaries. Upon motion duly made, seconded and upon vote unanimously carried, the board exited the executive session and re-convened the regular board meeting proceedings. Mr. Dykstra certified for the record that the matters discussed in executive session were appropriate and specific to legal advice as required by statute.

Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest. The Resolution Denying the Petition for Exclusion is incorporated into these minutes. Mr. Dickhoner left the meeting.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the regular meeting held on May 15, 2018. Upon motion duly made, seconded, and upon vote unanimously carried, the Board approved the minutes as presented and authorized the execution of the Minutes as constituting a true and correct record of the proceedings of the meeting.

FINANCIAL REPORT:

a. Disbursements. Ms. Wheeler presented the interim and current claims for approval with accompanying documentation for checks numbered 3578 through 3584 in the amount of $8,564.75. Discussion ensued. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved and authorized the disbursement of check numbers 3578 through 3584 in the amount of $8,564.75.

b. Accountant's Reports. Ms. Wheeler reviewed the monthly accountant's report and cash position dated May 31, 2018 with the Board and discussion ensued. Upon motion duly made, seconded and upon vote, unanimously carried, the Board accepted and approved the cash and accountant's report as presented.

ENGINEER'S ITEMS:

Mr. Fix reported that there are no current projects within the District at this time.

ATTORNEY'S ITEMS:

Mr. Dykstra presented his monthly report and noted that proper publication had been made in order to hold a public hearing on the petition for formation of a sub-district. Director Gibson opened the public hearing. There being no public present to comment, the public hearing was closed. Upon

motion duly made, seconded and upon vote unanimously carried, the board approved the petition for the formation of a sub-district and executed the authorizing resolution.

OLD BUSINESS:

There was none.

NEW BUSINESS:

There was none.

ADJOURNMENT:

Following discussion, upon motion duly made, seconded and upon vote unanimously carried, the Board moved to adjourn the meeting at 5:30 p.m.

The foregoing Minutes constitute a true and correct copy of the Minutes of the above-referenced regular meeting and were approved by the Board of Directors of the Eagle Shadow Metropolitan District No. 1.

Secretary of the District

EXHIBIT H

(TCVPRD Meeting Minutes)

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

HELD: Tuesday, the 19th day of June, 2018, at 4:00 p.m. in the Community Room of the Greater Brighton Fire Protection District Station 55, 15959 Havana Street, Brighton, Colorado

ATTENDANCE:

A regular meeting of the Board of Directors of the Todd Creek Village Park & Recreation District, Adams County, Colorado, was held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

Cheryl A. Gibson, President
Fred Brown, Asst. Secretary
George A. Nightingale, Asst. Secretary (via telephone)
Darrell S. Jennings, Treasurer/Asst. Secretary
Jeffery A. Walsh, Asst. Secretary

Also present were Barney Fix of Merrick and Company, Diane Wheeler of Simmons and Wheeler, P.C., Josh Schultz of Schultz Industries, Inc., Blair Dickhoner of White Bear Ankele Tanaka and Waldron P.C. and Russell W. Dykstra of Spencer Fane LLP.

CALL TO ORDER:

Director Gibson noted that a quorum was present for the purpose of conducting a meeting of the Board of Directors of the Todd Creek Village Park & Recreation District and called the regular meeting of the Board of Directors of the District to order at 4:00 p.m.

AGENDA:

The Directors reviewed the Agenda for the meeting. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved the Agenda as amended moving the public hearing on the exclusion of property from Attorney's Items to the beginning of the meeting.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:

Mr. Dykstra noted that transactional disclosure statements had been filed on behalf of the members of the Board of Directors with the office of the Colorado Secretary of State and with the Secretary of the District. Upon motion duly made, seconded and upon vote unanimously carried, the Board directed that said Disclosures be incorporated herein. The members noted for the record that the only conflict each of them has is ownership of a home and property with-in the District.

PUBLIC COMMENT:

There was none.

PUBLIC HEARING ON EXCLUSION OF PROPERTY:

Mr. Dykstra reported that proper publication of notice for the exclusion petition hearing had been made in order to allow the Board to hold a public hearing on the petition for exclusion of property. The hearing was opened and public comment was taken in regard to the exclusion petition after which the hearing was closed. Mr. Dykstra reviewed the petition for exclusion of property and reviewed the statutory requirements with the Board. The Board requested an executive session to receive specific legal advice regarding the exclusion requirements.

EXECUTIVE SESSION:

The Board entered into executive session pursuant to 24-6-402(4)(b) in order to obtain specific legal advice from Mr. Dykstra pertaining to the requirements for exclusion of property within the district boundaries. Upon motion duly made, seconded and upon vote unanimously carried, the board exited the executive session and re-convened the regular board meeting proceedings. Mr. Dykstra certified for the record that the matters discussed in executive session were appropriate and specific to legal advice as required by statute.

Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest. The Resolution Denying the Petition for Exclusion is incorporated into these minutes. Mr. Dickhoner left the meeting.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the regular meeting of the Board held on May 15, 2018. Upon motion duly made, seconded, and upon vote unanimously carried, the Board approved the minutes as presented and authorized the execution of the Minutes as constituting a true and correct record of the proceedings of the meeting

LANDSCAPE REPORT:

Mr. Schultz presented his monthly report noting that there were no current issues outstanding and that the water district staff had turned-on the water service to Eagle Shadow Park. Discussion ensued regarding irrigation in the parks and fence repairs. Mr. Schultz left the meeting.

FINANCIAL ITEMS:

a. Disbursements. Ms. Wheeler reviewed the claims to be ratified and approved with accompanying documentation for checks numbered 2639 through 2647 in the amount of $16,216.29 and noted that an additional amount of $622.50 had been paid in online payments. Following discussion, and upon motion duly made, seconded and upon vote unanimously carried, the Board approved the claims as presented and authorized the

disbursement of check numbers 2639 through 2647 and online payments in the total amount of $16,838.79.

b. Accountant's Report. Ms. Wheeler reviewed the monthly accountant's report and cash position dated May 31, 2018 with the Board. Upon motion duly made, seconded and upon vote unanimously carried, the Board accepted and approved the cash position and accountant's report as presented.

ENGINEER'S ITEMS:

Mr. Fix reported that there are no current projects within the District at this time.

ATTORNEY'S ITEMS:

Mr. Dykstra presented his monthly report noting the status of the proceedings with the Water District.

OLD BUSINESS:

There was none.

NEW BUSINESS:

There was none.

ADJOURNMENT:

Following discussion, upon motion duly made, seconded and upon vote unanimously carried, the Board moved to adjourn the meeting at 5:30 p.m.

The foregoing Minutes constitute a true and correct copy of the Minutes of the above-referenced regular meeting and were approved by the Board of Directors of the Todd Creek Village Park & Recreation District.

Secretary of the District

EXHIBIT I

(Hearing Transcript)

TRANSCRIPT OF EAGLE SHADOWS METROPOLITAN DISTRICT NO. 1 AND TODD CREEK VILLAGE PARK AND RECREATION DISTRICT EXCLUSION HEARINGS TAKING PLACE ON JUNE 19, 2018

SPEAKER 1: After any public has commented on the petition requests, and then you can go ahead and consider after this week and have this back by then.

SPEAKER 2: Very well. So let's commence opening a public hearing regarding exclusion of the Shook property, as called by "the Shook property" from both the Park and Rec District as well as the Eagle Shadow Metro District. So Mr. Dickhoner, what say you? We have no public.

MR. DICKHONER: Just here to answer questions if you have them. I think you've got the petition and everything you need.

SPEAKER 1: You can ask questions.

SPEAKER 3: Why do you want to be excluded?

MR. DICKHONER: The property owners are looking at forming a metro district, and they'd like to not be subject to the current operations and maintenance mill levy. Obviously they'll remain subject to the debt-service levy, but they'd like to form a district that they can use and not be subject to and are not really getting any benefit from.

SPEAKER 3: Why do they believe they're not getting any benefit from it?

MR. DICKHONER: It's my understanding that there aren't really improvements serving the area, so…

SPEAKER 3: Can you be more specific?

MR. DICKHONER: Well are there improvements that are serving that property that have been financed by district debt?

SPEAKER 4: Yes, we have several parks throughout the area.

SPEAKER 3: Serving the metro district but not that specific property.

13
MR. DICKHONER: Right. I'm sure they're serving the metro district, but I don't think they're benefitting the property, and they'd like to move forward with development of an adjacent property that's not in the district, and so they're trying to get…
14
SPEAKER 3: Which property is that?
15
MR. DICKHONER: The Wiegant property; it is right next to it.
16
SPEAKER 3: That's just to the west?
17
MR. DICKHONER: Yeah, there's drilling going on.
18
SPEAKER 4: Yeah, th…
19
MR. DICKHONER: It's just a pad site, not the property. So they're…
20
SPEAKER 4: Wiegant was always to be included in this district, is that not correct?
21
MR. DICKHONER: It's not in the district.
22
SPEAKER 4: I think they were looking at including it at one point. I think maybe they changed their mind.
23
CROSSTALK
24
MR. DICKHONER: Yeah. So they'd like to have uniform mill levy across the two and obviously, we can't get away from the debt service levy, but we've talked about a sub-district to balance out the mill levy so that residents in Wiegant have the same total mill levy as those in Shook. So in order to have control of that, they would like to exclude this property.
25
SPEAKER 3: So now that you've explained it, what does that mean "we can't get out of the debt service?" Does that mean they'll still pay the…
26
SPEAKER 4: They'll still have to pay the rest of the debt service mill levy, yes.
27
SPEAKER 1: The debt on the mil levy service stays in place until the bonds are paid.

28
SPEAKER 3: So all of the property owners would be subject to that plus…
29
SPEAKER 2: Plus whatever mill levies they set.
30
SPEAKER 4: Right.
31
MR. DICKHONER: So you still get the benefit to repay your debt from whatever development occurs there. They're trying to develop it all uniformly.
32
SPEAKER 4: So Eagle Shadow would [2:43] 2.5%, 2.5 mils…
33
SPEAKER 1: About three.
34
SPEAKER 2: That's the main conc…
35
SPEAKER 4: For 32 lots. Right now there's really no excess value out there. We'll lose about $150.00 in taxes assuming billed out at $450,000/per home, which is probably low.
36
SPEAKER 1: So a typical house at time built, how much is their debt service mil that we know?
37
CROSSTALK
38
SPEAKER 4: We are currently at 2.5 General Fund and 22.25 in the Debt Service Fund, so 22.25. To give you a dollar market value, $400.
39
SPEAKER 2: So the 22.25 is the debt service? Correct?
40
SPEAKER 4: Well, about $640, yeah.
41
SPEAKER 2: So that we're not excluding that.
42
SPEAKER 3: So at 22.25, they would still have to pay?
43
SPEAKER 4: Right, to Eagle Shadows.
44
SPEAKER 1: That's just to Eagle Shadow, then you have department…

45
SPEAKER 2: And that's on their individual tax bills. It's not like the developer would…
46
SPEAKER 1: Is there a debt service on the Parks and Rec proposal?
47
SPEAKER 4: No, so it's just the time bills and the Park and Rec, so the Park and Rec would stand to lose the most because of…
48
SPEAKER 2: The Park and Rec total overall, right now we're not spending funds on that property, but…
49
SPEAKER 4: Well…
50
SPEAKER 2: What have we been collecting for that property?
51
SPEAKER 4: We put in that new trail for the whole area.
52
SPEAKER 2: Right.
53
SPEAKER 1: Is there gonna be a park in the new development?
54
MR. DICKHONER: I don't think so.
55
SPEAKER 2: It looked like a detention pond.
56
CROSSTALK
57
MR. DICKHONER: I think there's detention, yeah.
58
SPEAKER 2: I thought Adams County required a certain percentage of ground to be dedicated towards a park.
59
MR. DICKHONER: I'm not sure. I haven't seen the development plans for it.
60
SPEAKER 2: Have they platted it? I see the road markers…
61
MR. DICKHONER: I think they platted and they may be doing a re-plat or plat amendment to it.

62
SPEAKER 4: So it's not what it looked like in the petition?
63
MR. DICKHONER: That's what it looks like right now.
64
SPEAKER 4: Okay. Because I didn't see a park. Do you see a park? I just saw a retention pond.
65
MR. DICKHONER: I didn't get a chance to [05:29] it.
66
CROSSTALK
67
SPEAKER 2: Are they gonna have curb and gutter, sewer? Are they cozying up to Highland Acres and getting their water from them?
68
MR. DICKHONER: They'll be getting their water from Todd Creek Village.
69
SPEAKER 2: Or from the metro district?
70
MR. DICKHONER: Yeah, from the metro district. That's the metro district service area.
71
SPEAKER 2: The amount of culverting and all that that's going on over there, I was like, it almost like curb and gutter was [05:59] and, you know, hooking up with Highland Acres. I was just curious.
72
MR. DICKHONER: They're in the Todd Creek service area.
73
SPEAKER 4: So assuming a $450,000 house is, which is what I used, the levy or property taxes department amount that billed out would be about $10,000.
74
SPEAKER 3: Per lot?
75
SPEAKER 2: No! $10,000 a year for the 32 lots. There's 32 lots over there.
76
CROSSTALK
77
SPEAKER 4: $485 per household.
78
SPEAKER 3: To Parks and Rec?

79
SPEAKER 4: Yes.
80
CROSSTALK
81
SPEAKER 1 And what about the Eagle Shadow's?
82
SPEAKER 4: So it would be 2.5 mils that we're losing, so…
83
CROSSTALK
84
SPEAKER 3: Well we all know it's gonna be more than $400,000 homes. There's some third value revenue.
85
CROSSTALK
86
MR. DICKHONER: I think they are, yeah, 1-acre lots, so septic.
87
SPEAKER 3: Septic has gotta be run in town.
88
SPEAKER 2: Okay so then they won't be cozying up to Highland Acres for their sewer.
89
MR. DICKHONER: Yeah.
90
SPEAKER 5: They look like good-sized…
91
SPEAKER 2: So we're not collecting that now though. We're not going to see a loss.
92
SPEAKER 4: Right.
93
SPEAKER 2: We're just never going to realize that additional.
94
SPEAKER 4: Well, we're gonna lose a little bit, about $150.
95
SPEAKER 2: Okay, so that's what our actual loss is from our today's…
96
SPEAKER 4: Today's. So $72 for the 2.5 mils is what Eagle Shadow would lose per home.

97

MR. DICKHONER: Presumably you'd provide maintenance if you didn't let it out too, so it's not a, there's costs that are offset there too. It's not just net revenue.

98

SPEAKER 2: Do we do development fees from that, from Shook? How much per home, like when they pop a house up? How much then?

99

SPEAKER 4: They were $4000.

100

SPEAKER 2: So that'd be over $120,000 that we'd be losing then, and that's for us to use for whatever.

101

SPEAKER 3: And there is trans-participation of early retirement of your debt.

102

SPEAKER 2: Right.

103

SPEAKER 1: So, you know, if you don't collect those [08:41] potentially, or you do, those would go towards, most likely toward early retirement of your debt.

104

SPEAKER 3: Okay. I see what you're saying. So we use the $4000 towards the debt service.

105

SPEAKER 4: Wait, now it's not placed in the debt but…

106

SPEAKER 2: But it could be.

107

MR. DICKHONER: You probably, maybe, remember better than I, but wasn't there some discussion on paying those? I know I saw some email traffic from probably a few years ago about the developer paying those. Does that ring a bell to you? No? Okay.

108

CROSSTALK

109

MR. DICKHONER: They haven't been paid, I know, but I thought there was some discussion about resolving payment on those lots but not on others. I have to go back and pull the… okay. All right.

110

SPEAKER 2: Not on Shook. There's been, I don't think there's been any conversation about development fees for the Shook property.

So what we've got looking at us right now is exclusion would make us wholly unresponsible for whatever they do in that particular area on that 32 acres, I'm assuming it's about 32 maybe a little more if there is room for a park, correct? So, which means it would result in a loss to us right this minute of $150 a year from what we've been collecting from these lots. Is that just park and rec? $150 about? Or was that the Eagle Shadow?

SPEAKER 4: $150 overall from all the lots.

SPEAKER 2: Overall?

SPEAKER 4: Yeah, park and rec because it's a bigger mil levy; it's about $650.

SPEAKER 2: Okay, so $750 we would lose from right now that we wouldn't gain…

CROSSTALK

SPEAKER 1: 101.5 acres.

SPEAKER 3: Only 32 lots?

SPEAKER 2: Is that both pieces?

SPEAKER 1: [10:40]

SPEAKER 2: And Shook's [10:42]

SPEAKER 4: Yeah.

SPEAKER 3: Yeah.

SPEAKER 2: Well you could even take some out.

CROSSTALK

SPEAKER 2: $4000 x 32 would be $128,000 we would not realize, so...

126

SPEAKER 1: Rough, rough numbers. You're probably giving up $300,000 to $400,000 over the remaining duration of the bond. That's a significant amount.

127

SPEAKER 2: Right.

128

SPEAKER 3: Plus the development fees--$300,000 to $400,000

129

CROSSTALK

130

SPEAKER 2: But we don't see a park platted in there. I mean, they specifically mention exclusion.

131

SPEAKER 1: They've got one big enough, outlot B, but it's really not showing anything on their landscape CAD as far as landscape being recommended for this.

132

SPEAKER 2: And so you mentioned that they were gonna re-plot this? Are they gonna re-plat it to more sites?

133

MR. DICKHONER: I think they were planning on re-platting. They may be going to plat amendment.

134

SPEAKER 1: One more time, why did they feel they were not getting any benefit from the districts?

135

MR. DICKHONER: They're paying debt service. I don't think there are any public improvements out there. They're paying operations and they're not getting anything for it. They want to be able to control their own development, like I said, and have the two properties' development be in unison.

136

SPEAKER 3: So it's two properties or one property? Why is it one and you say two?

137

MR. DICKHONER: Well, there's one that's in the district and there's one that's not. They'll be developed uniformly.

138

SPEAKER 2: The Wiegant?

139

MR. DICKHONER: Yeah. They'll be developed uniformly, and they want to be able to have control over both, development of both, and have uniform mill levies across.

140

SPEAKER 1: And just to clarify for the record when you say there's no benefit. The district paid for this whole interchange and all the lights, everything else. That definitely is a benefit to that property. They paid for parts of Havana, improvements along the upper drainage and everything else that directly benefitted that property, they put in parks and rec, that whole benefit especially if you know the park and rec amenities. Park and rec maintains all of the fencing and prepping along that property as well.

141

SPEAKER 2: So part of the exclusion factors, as I understand, is that this district could provide services at a more beneficial cost to the future residents? Is that right? So if we could do it cheaper, better, for the future residents, that's part of our consideration. So what do we know about the mils you are proposing on those? I mean, if you're gonna form your own special district, what…

142

SPEAKER 1: To be clear, for the record, you can't consider what potentially they might do someday…

143

SPEAKER 2: I just mean that the reasonable cost compared with the cost that would be imposed by other entities. That's what I'm reading.

144

SPEAKER 1: So right now, and just to bifurcate the discussion a little bit, for Eagle Shadow, since there are no ongoing services, it is no one else can go back and do the improvements you've already done that have helped that property, like the interchange, like the drainage improvements, all of that stuff. So that's foregone. So no one else can go back retroactively and do those.

145

SPEAKER 2: For Eagle Shadow, petitioner has not presented and asked for this district to provide any improvements on that property, so as far as the record in the district is concerned, no one else is providing those improvements because we haven't been asked to do it either. So you can only do what you've been asked to do. You haven't received such request. For Park and Rec, it's a different discussion, because we're not looking backwards, we're looking forwards. We're looking backwards to an extent that, yes,

you've invested in parks and trails and everything else that are gonna benefit these residents, but you also are providing ongoing services such as maintaining all of the fences throughout the entire community that provide the image that benefits their property. You're gonna keep maintaining those properties. You're maintaining regional drainage. You're doing a lot of things that benefit that property as well. So for those purposes, again, no one else can provide those services because you're the only one having jurisdiction to do that at this point, and we haven't, again, heard anything saying, "We've got X, Y, Z, who's willing to come in an provide Park and Rec services to this property in lieu of your district doing it?"

146

SPEAKER 2: So should we consider this information at this time incomplete and table this?

147

SPEAKER 1: No, don't. They're asking for this exclusion right now, so we have to answer that right now.

148

SPEAKER 3: So the metro district that you're considering forming, have you determined how much of the mill you'd put on the new property owner for that?

149

MR. DICKHONER: I think we're looking at about 50 mils, so you've got the 22 that would be existing, and we would--basically the idea would be to have a district over both properties that is 28 mils--so 22+28 to 50--sub-district on the other one to make it up to get that to 50 as well, so it would be uniform 50 across both properties so homeowners don't see a difference across the street in their tax dollars. You guys benefit from the debt service still, which

150

MR. DICKHONER: [cut off recording] and all the rest.

151

SPEAKER 3: So if this was considered and agreed, we basically would take down all of the fence in front of this thing so it doesn't look part of our district?

152

SPEAKER 1: That would be [00:12].

153

SPEAKER 3: Okay. But we could do that then?

154

SPEAKER 1: Sure. It's you're fence.

155

SPEAKER 3: Good.

156

SPEAKER 5: How far does it go?

157

CROSSTALK

158

SPEAKER 3: We haven't gotten that far in the discussion yet. We haven't gotten to part of the exclusion yet.

159

SPEAKER 5: I know, I'm just saying. Someone's gonna have to put it back on if we…

160

SPEAKER 1: Correct. Somebody's gotta put it back up right now.

161

SPEAKER 5: If we don't [00:37]

162

SPEAKER 2: You guys feel like you have enough information to make a decision at this point?

163

SPEAKER 3: Could we just go into executive to talk about this and [00:51] to it? So when do we have to make our decision?

164

SPEAKER 1: If, after we close the public hearing, if you have specific legal questions regarding this, then we can go into executive session and I can answer those questions for you and then we can come back out, if you like.

165

SPEAKER 3: When do we have to make our decision?

166

SPEAKER 1: Today.

167

SPEAKER 3: Okay, well…

168

SPEAKER 1: We could continue this until the next board meeting if you like as well.

169

SPEAKER 3: Okay. So we're still down to, what you're saying is, we'd lose the $300,000 to $400,000 for the development fees?

170

SPEAKER 1: And to be clear, the development fee issue, Diane and I were speaking about it, technically, I believe and Diane believes that they are due, and we have a lien on that property because the resolution imposing those fees

says they are due at the time of first transfer. They have been transferred previously, so…

171

SPEAKER 2: Same as we have before.

172

SPEAKER 3: So they can't even move forward until that lien is resolved? Or selling them down to the homeowner?

173

SPEAKER 1: They'd have to pay them just like anybody else.

174

SPEAKER 3: Whether they're excluded or not?

175

SPEAKER 1: Correct.

176

SPEAKER 2: So that transfer of that money is basically already the $120,000…

177

SPEAKER 3: That's due now.

178

SPEAKER 4: That was due in 20…

179

SPEAKER 4: That was when the property first changed hands.

180

CROSSTALK

181

SPEAKER 2: Gene is well aware of that.

182

SPEAKER 4: He should be. It's okay [02:33] the rest of his life.

183

SPEAKER 2: So how do we, can we…

184

SPEAKER 1: What I would suggest is if you have some specific legal questions…

185

SPEAKER 2: I do.

186

SPEAKER 1: Okay, so what I would suggest then is we go ahead and close the public hearing and then go into executive session briefly to answer specific legal questions and then come back out.

187

SPEAKER 2: Let's do that, but I shouldn't just blare those out [02:59]

188
CROSSTALK
189
MR. DICKHONER: It's probably easier for me to step out.
190
CROSSTALK
191
MR. DICKHONER: I will go get some fresh air. Let me know when I can come back.
192
CROSSTALK
193
SPEAKER 2: Okay, well, welcome back. We have wrapped up the executive session. Now back to the matter at hand.
194
MR. DYKSTRA: And just for the record, [00:17] that the topic discussed in executive session [00:21] statute.
195
Okay, so [00:28] across the board regarding exclusion of…
196
MR. DICKHONER: And I was gonna add, I talked to my client on the phone while I was outside and they did not have any objection to paying the 4,000 SDFs that are owed. So I know Russ said you guys believe that they are due already and there's a lien, but it wasn't something that they were…
197
MR. DYKSTRA: I think it will be significantly more than that because of interest, probably double that.
198
MR. DICKHONER: Okay.
199
SPEAKER 4: Yes, a little bit more than double, due today.
200
SPEAKER 2: Very well. So any help we can get from you, Russ, at this point, we'd appreciate it, in terms of procedure.
201
MR. DYKSTRA: So a previously [01:17], you have the statutory criteria in them. There's discussion about the specific criteria; I think we discussed most of them previously during the public hearing portion and during the question and answer. If there's any other questions regarding that or discussion, else the next action from the board would be to consider a motion either

approve or deny the exclusion petition based on the criteria set forth in those resolutions.

SPEAKER 2: So do I call for a motion either way and we can have a discussion?

MR. DYKSTRA: Yes.

SPEAKER 2: So, do I have a motion on either direction?

SPEAKER 5: I'll make the motion.

SPEAKER 2: Either including or excluding. So what are you calling for?

SPEAKER 5: Excluding.

SPEAKER 2: You want to exclude it?

MR. DYKSTRA: To exclude it or to deny exclusion?

SPEAKER 5: To deny excluding.

MR. DYKSTRA: And that's for both districts? For Eagle Shadow?

SPEAKER 5: For both districts.

MR. DYKSTRA: Okay, so just so the board is clear. I want to quickly run through the criteria.

SPEAKER 3: Can I take a second, Jeff?

MR. DYKSTRA: Yes.

SPEAKER 2: So Fred has made a motion to deny exclusion for both of the districts being Park and Rec and Eagle Shadows.

SPEAKER 3: I second that motion.

SPEAKER 2: Darrel (ph) has seconded, all those in favor?

CROSSTALK

220

MR. DYKSTRA: Yes, I just want to run them through the criteria so that if there's any additional discussion--I know the board has all seen this before, but the criteria of exclusion: It is not in the best interests of the property to be excluded. Exclusion is not in the best interests of the district as it would result in a substantial reduction of revenue due to loss of fees and operation and maintenance ability the district would realize if the property is excluded from the district. Exclusion is not in the best interest of Adams County. The relative cost from the district services to the property to be excluded and the benefit from the district services to the property is significant. The ability of the district to provide economical and sufficient service to both the property to be excluded and all of the properties within the districts properties will be affected, and there will be an increased financial impact on their taxpayers and residents of the district. The exclusion will affect the district's ability to fund services and improvements. The effect of denying the petition on employment and other economic conditions in the district and other surrounding areas is negligible. The board's decision to deny the petition will not have an impact on the region or on the district, surrounding area, or state as a whole, except to the extent the district will be impacted from the lost revenue. If an economically feasible alternative service is not available, there will be additional cost levied on the property remaining in the district if the board grants the petition for exclusion.

221

So those are the statutory criteria findings. By voting in favor of this, you are making those findings. If there is any discussion you would like to have regarding the backing of those findings, now's the time to do it, or you can [04:57].

222

SPEAKER 2: Does anyone have any discussion about those items?

223

SPEAKER 3: I don't have anything for discussion.

224

CROSSTALK

225

SPEAKER 5: He said, "Yeah, he doesn't have any."

226

SPEAKER 2: Okay, so Christine.

227

All right, so we have a motion and a second. So at this point we are voting to deny exclusion. If you agree, please say correct. If you agree with Jeff and Darrell's motion, please say "I."

228

SPEAKER 1: For the record, it's Fred and Jeff.

229

SPEAKER 2: Fred and Jeff's…oh, okay.

230

CROSSTALK

231

SPEAKER 2: May I have a vote? All those in favor of those motions please say "I."

232

SEVERAL RESPONSES: "I."

233

MR. DICKHONER: Russ would you please provide me with a copy of that resolution? Thanks.

234

MR. DYKSTRA: Before you go, FYI, for your information, we have very similar requests from Baseline Lakes over here. Instead of the exclusion, because of the reasons and the findings of the board to deny that exclusion, we instead did a sub-district with them, so you might want to discuss with your clients if that's something of interest. That way, they have control over it. This board just blesses the issuance of the bonds, that's it.

235

MR. DICKHONER: Okay. Well, your board would be the board of that sub-district.

236

MR. DYKSTRA: We can appoint your clients to serve on a committee that…

237

MR. DICKHONER: The committee that talks to them…

238

MR. DYKSTRA: The committee that runs everything since the board doesn't have interest…

239

MR. DICKHONER: Hope they, then they'd hope that they follow the direction of the committee.

240

MR. DYKSTRA: Yeah.

241

MR. DICKHONER: We've talked about that option. I'll run it by them again and see if their mind has changed.

242

MR. DYKSTRA: I know it was a pretty simple economical way to do it because we're actually forming that sub-district [07:05]

243

MR. DICKHONER: Okay, I'll bring it up with them and then if you could just send that resolution to me, that would be great.

244

CROSSTALK

TRANSCRIBER'S CERTIFICATE

I, Marion Vanderwater, do hereby certify that I have listened to the recording of the foregoing; further that the foregoing transcript was reduced to typewritten form from a digital recording of the proceedings held in this matter; and that the foregoing is an accurate record of the proceedings as above transcribed in this matter.

DATED this 8th day of August 2018.

MARION VANDERWATER
Transcription Outsourcing, LLC
1780 S. Bellaire St.
Suite 400
Denver, CO 80222
Tel: 720-287-3710
Fax: 303-952-9897

EXHIBIT J

(Notice of Appeal)

GARY R. WHITE, FOUNDER EMERITUS
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
KRISTEN D. BEAR
BLAIR M. DICKHONER

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW

SEAN ALLEN
ZACHARY P. WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
KRISTIN J. SCHLEDORN
SILVIA FEJKA
BRADLEY T. NEIMAN
EVE M. GRINA

June 29, 2018

Adams County Attorney
Attn: Doug Edelstein
4430 S. Adams County Parkway
Brighton, CO 80601
dedelstein@adcogov.org

RE: Notice of Appeal of Denial of Petitions for Exclusion from Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District Filed by Petitioner Sec. 2-3 Phoenix, LLC

Dear Mr. Edelstein:

Our firm serves as legal counsel to Sec. 2-3 Phoenix, LLC (the "**Petitioner**") in connection with the Petitions for Exclusion of Certain Real Property ("**Petitions for Exclusion**") submitted to Eagle Shadow Metropolitan District No. 1 ("**ESMD**") and Todd Creek Village Park and Recreation District ("**TCVPRD**"). Pursuant to § 32-1-501(5)(b)(I), C.R.S. Petitioner hereby appeals ESMD and TCVPRD's denial of the Petitions for Exclusion. The filing of this appeal with the Board of County Commissioners of Adams County (the "**Commissioners**") is proper under § 32-1-501(5)(b)(I), C.R.S. because the original petitions for organization of both ESMD and TCVPRD were filed with the Adams County District Court. The filing of this appeal with the Commissioners is timely pursuant to § 32-1-501(5)(b)(I), C.R.S. as it is taken within thirty (30) days of the decisions by ESMD and TCVPRD to deny the Petitions for Exclusion, which occurred on June 19, 2018.

Petitioner is the fee owner of certain property consisting of approximately 97 acres, more particularly described in the Petitions for Exclusion (the "**Property**"). The Property is currently located within the boundaries of ESMD and TCVPRD and constitutes less than ten percent of the overall property currently included within ESMD and constitutes less than ten percent of the overall property currently included within TCVPRD. Petitioner submitted the Petitions for Exclusion to both ESMD and TCVPRD on April 26, 2018. ESMD and TCVPRD held public hearings on the Petitions for Exclusion on June 19, 2018. Following the hearings, the Boards of Directors for both ESMD and TCVPRD denied the Petitions for Exclusion.

Petitioner is appealing the denial of the Petitions for Exclusion because the statutory factors, found at § 32-1-501(3)(a)-(h), C.R.S. and which are to be considered in connection with this appeal, weigh heavily in favor of exclusion of the Property.

We are in the process of obtaining a full record of the denials of the Petitions of Exclusion issued by ESMD and TCVPRD. However, at this time, we have enclosed with this

Notice of Appeal the following documents that comprise a portion of the record developed by the Boards of Directors of ESMD and TCVPRD and therefore shall also be part of the record for the purposes of this appeal:

1. Petition for Exclusion of Property submitted to ESMD on April 26, 2018
2. Petition for Exclusion of Property submitted to TCVPRD on April 26, 2018
3. Resolution of the Board of Directors of ESMD denying the Petition for Exclusion of Property dated June 19, 2018
4. Resolution of the Board of Directors of TCVPRD denying the Petition for Exclusion of Property dated June 19, 2018

We expect to have additional documentation establishing the full record of actions taken by ESMD and TCVPRD in the coming weeks, but we wanted to submit this letter along with the enclosed documents to commence the appeal process within the required statutory timeframe.

At this point, we request that the Commissioners establish a timeline for the following procedural steps that we believe to be necessary and appropriate for this appeal: (1) deadline for submitting all documents establishing the record (we should have transcripts in our possession within two weeks); (2) deadline for Petitioner to submit its initial brief on this matter; (3) deadline by which both ESMD and TCVPRD must submit their response briefs; (4) deadline by which Petitioner must submit its reply brief; and (5) date upon which the Commissioners will hear this matter. The foregoing is an efficient procedure that should provide the Commissioners the necessary information to make an informed decision.

Finally, as previously mentioned, § 32-1-501(5)(b)(I), C.R.S. provides that this appeal must be taken within thirty (30) days of the June 19, 2018 denials by ESMD and TCVPRD. In addition to providing a written timeline for the procedural steps outlined above, we request that you provide written acknowledgment that this Notice of Appeal was timely filed within the thirty (30) days prescribed by statute and that the Commissioners have jurisdiction over this matter.

If you have any questions or concerns regarding this matter or require the submission of additional information, please feel free to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Blair M. Dickhoner, Esq.

Enclosures

CC: Russ Dykstra

PAT HRBACEK
DIRECT DIAL: 303.839.3895
phrbacek@spencerfane.com

File No. 5026557.0010
5114573.0010

August 17, 2018

VIA EMAIL (dedelstein@adcogov.org)

Adams County Attorney
Attention: Doug Edelstein
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Brief in Support of Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District and their Denials of Petitions for Exclusion Filed by Petitioner Sec. 2-3 Phoenix, LLC

Dear Mr. Edelstein:

This firm serves as legal counsel to Eagle Shadow Metropolitan District No. 1 ("Eagle Shadow") and Todd Creek Village Park and Recreation District ("Todd Creek" and together with Eagle Shadow, collectively referred to herein as the "Districts"). As you requested, the following brief is offered in support of the Districts' position in the above-referenced appeal initiated by Petitioner Sec. 2-3 Phoenix, LLC ("Petitioner").

I. Background

Eagle Shadow is a metropolitan district and, according to its service plan, it has the authority to provide the following services: "(1) street improvements, (2) parks and recreation, (3) safety protection, (4) transportation, (5) mosquito control, (6) water service to property within its boundaries, (7) sanitary sewer services … and any other services that may be provided by a metropolitan district." Todd Creek is a park and recreation district and, according to its approved Service Plan, it has the "authority to design, acquire, install, construct, relocate, operate and maintain public park, open space and recreation facilities." The Districts continue to operate consistent with the authority provided under their respective service plans.

On April 26, 2018, the Petitioner submitted a Petition for Exclusion from Eagle Shadow and a Petition for Exclusion from Todd Creek (collectively, the "Petitions"). In the Petitions, the Petitioner represented that it is the 100% fee owner of certain real property described in the Petitions and located within the boundaries of the Districts (the "Property"). Neither of the Petitions addressed the statutory factors for the granting of an exclusion found at C.R.S. § 32-1-501(3)(a) through (h), nor

did the Petitions articulate any justification for the requested exclusions. The Districts meet jointly and members of the Board of Directors for the Districts are residents of the Districts. Following a public hearing duly held on June 19, 2018, during the Districts' respective regular Board of Directors meetings on June 19, 2018, the Districts evaluated the statutory factors. Based on such evaluation, the Districts denied the Petitions and determined that the Property should remain within the boundaries of the Districts, as reflected in resolutions adopted by the respective Board of Directors. The Petitioner filed this appeal on June 29, 2018.

Pursuant to C.R.S. § 32-1-501(5)(b)(II), the record to be considered by the Board of County Commissioners is limited to "the record developed at the hearing before the special district board." Accordingly, the following constitutes the record for purposes of this appeal:

1. Petition for Exclusion of Property from Eagle Shadow and Petition for Exclusion of Property from Todd Creek, both submitted on April 26, 2018 (collectively cited as the "Petitions");
2. Service Plan for Eagle Shadow (cited as "Eagle Shadow Service Plan");
3. Service Plan for Todd Creek (cited as "Todd Creek Service Plan");
4. Minutes of Eagle Shadow Board of Directors meeting held on June 19, 2018 (cited as the "Eagle Shadow Minutes");
5. Minutes of Todd Creek Board of Directors meeting held on June 19, 2018 (cited as the "Todd Creek Minutes" and together with the Eagle Shadow Minutes, collectively referred to herein as the "Meeting Minutes");
6. Resolution of Eagle Shadow Board of Directors Denying Petition for Exclusion (cited as the "Eagle Shadow Resolution");
7. Resolution of Todd Creek Board of Directors Denying Petition for Exclusion (cited as the "Todd Creek Resolution" and together with the Eagle Shadow Resolution, collectively referred to herein as the "Resolutions").

In addition to the foregoing, the Petitioner has submitted a document purporting to be a transcript of a recording of the Districts' board meetings that occurred on June 19, 2018. The Petitioner did not notify the Districts that an audio recording was being made nor did the Districts authorize such a recording. More importantly, the transcript has several deficiencies including, but not limited to, the fact that most of the individuals who speak are generically referred to as "Speaker" with only several individuals referred to by name. This lack of information makes it difficult, if not impossible, to determine who of several people present at the meeting made various comments. For these reasons, the Districts object to the inclusion of the transcript as part of the official record for this appeal. Nonetheless, when referenced in this brief, the transcript will be referred to as the "Unofficial Transcript, Page ___."

The Districts denied the Petitions because the statutory factors, found at C.R.S. § 32-1-501(3)(a) through (h), clearly favor denial of the requested exclusions in this instance. In particular,

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

and among other reasons, exclusion is not in the best interest of the Districts; the benefit from the Districts' services to the Property is significant; and, exclusion would increase costs to the remaining properties within the Districts.

II. Petitioner Has Failed to Offer Any Evidence to Support Exclusion

Colorado law dictates that the following statutory factors must be evaluated to determine whether the Property should be excluded from the Districts:

> (a) The best interests of all of the following: (I) The property to be excluded; (II) The special district from which the exclusion is proposed; (III) The county or counties in which the special district is located;
>
> (b) The relative cost and benefit to the property to be excluded from the provision of the special district's services;
>
> (c) The ability of the special district to provide economical and sufficient service to both the property to be excluded and all of the properties within the special district's boundaries;
>
> (d) Whether the special district is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services in the surrounding area or by the fire protection district or county fire improvement district that has agreed to include the property to be excluded from the special district;
>
> (e) The effect of denying the petition on employment and other economic conditions in the special district and surrounding area;
>
> (f) The economic impact on the region and on the special district, surrounding area, and state as a whole if the petition is denied or the resolution is finally adopted;
>
> (g) Whether an economically feasible alternative service may be available; and
>
> (h) The additional cost to be levied on other property within the special district if the exclusion is granted.

C.R.S. § 32-1-501(3)(a) through (h). As noted, C.R.S. § 32-1-501(5)(b)(II) expressly requires the Board of County Commissioners to evaluate the foregoing factors in deciding whether to exclude the Property, "based on the record developed at the hearing before [the Districts]." The Petitioner failed to present any information or evidence to satisfy any of the statutory criteria.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

As an initial matter, the Petitioner offered no meaningful evidence to support exclusion. In particular: 1) neither of the Petitions reference or address the statutory factors; 2) the Petitioner submitted no supporting documentary evidence either before or during the public hearing; and 3) no corporate representative from the Petitioner appeared or testified at the public hearing. The Petitioner's legal counsel was the only individual to appear on behalf of the Petitioner and he submitted nothing further. He acknowledged as much at the outset: "Just here to answer questions if you have them. I think you've got the petition and everything you need." Unofficial Transcript, Page 1. A further exchange with counsel for the Petitioner went as follows:

> MR. DICKHONER: The property owners are looking at forming a metro district, and they'd like to not be subject to the current operations and maintenance mill levy. Obviously they'll remain subject to the debt-service levy, but they'd like to form a district that they can use and not be subject to and are not really getting any benefit from.
>
> SPEAKER 3: Why do they believe they're not getting any benefit from it?
>
> MR. DICKHONER: It's my understanding that there aren't really improvements serving the area, so…
>
> SPEAKER 3: Can you be more specific?
>
> MR. DICKHONER: Well are there improvements that are serving that property that have been financed by district debt?
>
> SPEAKER 4: Yes, we have several parks throughout the area.
>
> SPEAKER 3: Serving the metro district but not that specific property.
>
> MR. DICKHONER: Right. I'm sure they're serving the metro district, but I don't think they're benefitting the property, and they'd like to move forward with development of an adjacent property that's not in the district, and so they're trying to get…
>
> …
>
> MR. DICKHONER: Yeah. So they'd like to have uniform mill levy across the two and obviously, we can't get away from the debt service levy, but we've talked about a sub-district to balance out the mill levy so that residents in Wiegant have

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

> the same total mill levy as those in Shook. So in order to have control of that, they would like to exclude this property.

Unofficial Transcript, Page 1. To summarize, according to counsel for the Petitioner, the Petitioner requested exclusion in order to pursue creation of its own district for the benefit of property that is currently located outside the boundaries of the Districts. While the Petitioner's counsel also alleged that the Property isn't receiving benefit from the Districts, he also admitted that this was simply based upon his "understanding". The Petitioner provided no further evidence. Creation of a new district is not listed as a statutory factor to consider when evaluating a request for exclusion. Thus, the Petitioner did not submit anything of significance that could be construed as addressing or satisfying any of the statutory criteria. As such, the Petitions must be denied.

III. The Statutory Factors Do Not Support Exclusion

In contrast to the paucity of information submitted by the Petitioner, the Districts supported their decision with a thorough and reasoned review of the statutory factors. The Meeting Minutes and the Resolutions confirm that the Districts properly considered all of the statutory factors in their denial of the Petitions. For example, both the Eagle Shadow Minutes and the Todd Creek Minutes noted the following:

> Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest.

Eagle Shadow Minutes, Page 2; Todd Creek Minutes, Page 2. The Unofficial Transcript also reflects the discussion held following the public hearing. *See generally* Unofficial Transcript, including at Page 16 (statement by Mr. Dykstra summarizing the statutory criteria discussion.) The foregoing confirms the Districts' consideration of the statutory factors and the determination that exclusion was not justified for multiple reasons, including the best interests of the Districts; the ability of the Districts to adequately serve the Property; and the increased financial burden to other residents of the Districts if exclusion were to be granted. *See* C.R.S. § 32-1-501(3)(a) through (h). The suggestion during the public hearing that the primary motivation for exclusion was to form a new district further supports denial of the Petitions. This is especially true where a new district would have no greater authority, or ability, to provide services than the Districts already possess.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

The Resolutions likewise confirm that the statutory factors favor denial of exclusion. Regarding the best interests analysis (C.R.S. § 32-1-501(3)(a)), exclusion "would result in a substantial reduction in revenue" and the Districts have "incurred expenses to build infrastructure" with the expectation of reimbursement through revenues received from property within the Districts. Resolutions, Page 1. Regarding the cost and benefit analysis (C.R.S. § 32-1-501(3)(b)), "the benefit from the District's services to the property to be excluded is significant." Resolutions, Page 1. Regarding the remaining factors, including financial issues (C.R.S. § 32-1-501(3)(b) through (h)), exclusion would inevitably result in lost income to the Districts that would place a heavier burden on property remaining in the Districts and, significantly, "[n]o other districts have agreed to provide the services." Resolutions, Page 2. In sum, the factors favor denial of the Petitions in these circumstances while, in contrast, the record contains no support for exclusion. Accordingly, exclusion should be denied.

Finally, a reasonable alternative to exclusion exists and could be utilized by the Petitioner. In particular, and as noted in both the Unofficial Transcript and the Eagle Shadow Minutes, Eagle Shadow is in the process of forming a sub-district to provide service to a similarly situated property in the Districts and a similar mechanism was offered to the Petitioner. As noted during the meeting:

> MR. DYKSTRA: Before you go, FYI, for your information, we have very similar requests from Baseline Lakes over here. Instead of the exclusion, because of the reasons and the findings of the board to deny that exclusion, we instead did a sub-district with them, so you might want to discuss with your clients if that's something of interest. That way, they have control over it. This board just blesses the issuance of the bonds, that's it.

Unofficial Transcript, Page 17; *see also* Eagle Shadow Minutes, Pages 2-3 (discussing formation of a sub-district). Creation of a sub-district would allow the Petitioner to accomplish everything it outlined as desirable for the Property, without the negative consequences of exclusion. The Petitioner never pursued this option. Regardless, as the foregoing discussion demonstrates, consideration of the statutory factors dictates that the Petition should be denied and the Property should remain within the boundaries of the Districts.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

IV. Conclusion

In closing, each and every statutory factor favors denial of the Petitions in this instance. The record amply demonstrates that exclusion would result in irreparable harm. Granting of the Petitions would not be in the best interests of the Districts, would hinder the Districts' abilities to provide economic and efficient service to the remaining properties within the Districts, and would cause significant financial harm to the remaining properties within the Districts. For all these reasons, the Districts respectfully request that the Board of County Commissioners deny the Petitions.

Sincerely,

SPENCER FANE, LLP

Pat Hrbacek

Pat Hrbacek

cc: Blair Dickhoner, legal counsel to Petitioner Sec. 2-3 Phoenix, LLC

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

PAT HRBACEK
DIRECT DIAL: 303.839.3895
phrbacek@spencerfane.com

File No. 5026557.0010
5114573.0010

August 17, 2018

VIA EMAIL (dedelstein@adcogov.org)

Adams County Attorney
Attention: Doug Edelstein
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Brief in Support of Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District and their Denials of Petitions for Exclusion Filed by Petitioner Sec. 2-3 Phoenix, LLC

Dear Mr. Edelstein:

This firm serves as legal counsel to Eagle Shadow Metropolitan District No. 1 ("Eagle Shadow") and Todd Creek Village Park and Recreation District ("Todd Creek" and together with Eagle Shadow, collectively referred to herein as the "Districts"). As you requested, the following brief is offered in support of the Districts' position in the above-referenced appeal initiated by Petitioner Sec. 2-3 Phoenix, LLC ("Petitioner").

I. Background

Eagle Shadow is a metropolitan district and, according to its service plan, it has the authority to provide the following services: "(1) street improvements, (2) parks and recreation, (3) safety protection, (4) transportation, (5) mosquito control, (6) water service to property within its boundaries, (7) sanitary sewer services … and any other services that may be provided by a metropolitan district." Todd Creek is a park and recreation district and, according to its approved Service Plan, it has the "authority to design, acquire, install, construct, relocate, operate and maintain public park, open space and recreation facilities." The Districts continue to operate consistent with the authority provided under their respective service plans.

On April 26, 2018, the Petitioner submitted a Petition for Exclusion from Eagle Shadow and a Petition for Exclusion from Todd Creek (collectively, the "Petitions"). In the Petitions, the Petitioner represented that it is the 100% fee owner of certain real property described in the Petitions and located within the boundaries of the Districts (the "Property"). Neither of the Petitions addressed the statutory factors for the granting of an exclusion found at C.R.S. § 32-1-501(3)(a) through (h), nor

did the Petitions articulate any justification for the requested exclusions. The Districts meet jointly and members of the Board of Directors for the Districts are residents of the Districts. Following a public hearing duly held on June 19, 2018, during the Districts' respective regular Board of Directors meetings on June 19, 2018, the Districts evaluated the statutory factors. Based on such evaluation, the Districts denied the Petitions and determined that the Property should remain within the boundaries of the Districts, as reflected in resolutions adopted by the respective Board of Directors. The Petitioner filed this appeal on June 29, 2018.

Pursuant to C.R.S. § 32-1-501(5)(b)(II), the record to be considered by the Board of County Commissioners is limited to "the record developed at the hearing before the special district board." Accordingly, the following constitutes the record for purposes of this appeal:

1. Petition for Exclusion of Property from Eagle Shadow and Petition for Exclusion of Property from Todd Creek, both submitted on April 26, 2018 (collectively cited as the "Petitions");
2. Service Plan for Eagle Shadow (cited as "Eagle Shadow Service Plan");
3. Service Plan for Todd Creek (cited as "Todd Creek Service Plan");
4. Minutes of Eagle Shadow Board of Directors meeting held on June 19, 2018 (cited as the "Eagle Shadow Minutes");
5. Minutes of Todd Creek Board of Directors meeting held on June 19, 2018 (cited as the "Todd Creek Minutes" and together with the Eagle Shadow Minutes, collectively referred to herein as the "Meeting Minutes");
6. Resolution of Eagle Shadow Board of Directors Denying Petition for Exclusion (cited as the "Eagle Shadow Resolution");
7. Resolution of Todd Creek Board of Directors Denying Petition for Exclusion (cited as the "Todd Creek Resolution" and together with the Eagle Shadow Resolution, collectively referred to herein as the "Resolutions").

In addition to the foregoing, the Petitioner has submitted a document purporting to be a transcript of a recording of the Districts' board meetings that occurred on June 19, 2018. The Petitioner did not notify the Districts that an audio recording was being made nor did the Districts authorize such a recording. More importantly, the transcript has several deficiencies including, but not limited to, the fact that most of the individuals who speak are generically referred to as "Speaker" with only several individuals referred to by name. This lack of information makes it difficult, if not impossible, to determine who of several people present at the meeting made various comments. For these reasons, the Districts object to the inclusion of the transcript as part of the official record for this appeal. Nonetheless, when referenced in this brief, the transcript will be referred to as the "Unofficial Transcript, Page ___."

The Districts denied the Petitions because the statutory factors, found at C.R.S. § 32-1-501(3)(a) through (h), clearly favor denial of the requested exclusions in this instance. In particular,

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

and among other reasons, exclusion is not in the best interest of the Districts; the benefit from the Districts' services to the Property is significant; and, exclusion would increase costs to the remaining properties within the Districts.

II. Petitioner Has Failed to Offer Any Evidence to Support Exclusion

Colorado law dictates that the following statutory factors must be evaluated to determine whether the Property should be excluded from the Districts:

> (a) The best interests of all of the following: (I) The property to be excluded; (II) The special district from which the exclusion is proposed; (III) The county or counties in which the special district is located;
>
> (b) The relative cost and benefit to the property to be excluded from the provision of the special district's services;
>
> (c) The ability of the special district to provide economical and sufficient service to both the property to be excluded and all of the properties within the special district's boundaries;
>
> (d) Whether the special district is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services in the surrounding area or by the fire protection district or county fire improvement district that has agreed to include the property to be excluded from the special district;
>
> (e) The effect of denying the petition on employment and other economic conditions in the special district and surrounding area;
>
> (f) The economic impact on the region and on the special district, surrounding area, and state as a whole if the petition is denied or the resolution is finally adopted;
>
> (g) Whether an economically feasible alternative service may be available; and
>
> (h) The additional cost to be levied on other property within the special district if the exclusion is granted.

C.R.S. § 32-1-501(3)(a) through (h). As noted, C.R.S. § 32-1-501(5)(b)(II) expressly requires the Board of County Commissioners to evaluate the foregoing factors in deciding whether to exclude the Property, "based on the record developed at the hearing before [the Districts]." The Petitioner failed to present any information or evidence to satisfy any of the statutory criteria.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

As an initial matter, the Petitioner offered no meaningful evidence to support exclusion. In particular: 1) neither of the Petitions reference or address the statutory factors; 2) the Petitioner submitted no supporting documentary evidence either before or during the public hearing; and 3) no corporate representative from the Petitioner appeared or testified at the public hearing. The Petitioner's legal counsel was the only individual to appear on behalf of the Petitioner and he submitted nothing further. He acknowledged as much at the outset: "Just here to answer questions if you have them. I think you've got the petition and everything you need." Unofficial Transcript, Page 1. A further exchange with counsel for the Petitioner went as follows:

> MR. DICKHONER: The property owners are looking at forming a metro district, and they'd like to not be subject to the current operations and maintenance mill levy. Obviously they'll remain subject to the debt-service levy, but they'd like to form a district that they can use and not be subject to and are not really getting any benefit from.
>
> SPEAKER 3: Why do they believe they're not getting any benefit from it?
>
> MR. DICKHONER: It's my understanding that there aren't really improvements serving the area, so…
>
> SPEAKER 3: Can you be more specific?
>
> MR. DICKHONER: Well are there improvements that are serving that property that have been financed by district debt?
>
> SPEAKER 4: Yes, we have several parks throughout the area.
>
> SPEAKER 3: Serving the metro district but not that specific property.
>
> MR. DICKHONER: Right. I'm sure they're serving the metro district, but I don't think they're benefitting the property, and they'd like to move forward with development of an adjacent property that's not in the district, and so they're trying to get…
>
> …
>
> MR. DICKHONER: Yeah. So they'd like to have uniform mill levy across the two and obviously, we can't get away from the debt service levy, but we've talked about a sub-district to balance out the mill levy so that residents in Wiegant have

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

> the same total mill levy as those in Shook. So in order to have control of that, they would like to exclude this property.

Unofficial Transcript, Page 1. To summarize, according to counsel for the Petitioner, the Petitioner requested exclusion in order to pursue creation of its own district for the benefit of property that is currently located outside the boundaries of the Districts. While the Petitioner's counsel also alleged that the Property isn't receiving benefit from the Districts, he also admitted that this was simply based upon his "understanding". The Petitioner provided no further evidence. Creation of a new district is not listed as a statutory factor to consider when evaluating a request for exclusion. Thus, the Petitioner did not submit anything of significance that could be construed as addressing or satisfying any of the statutory criteria. As such, the Petitions must be denied.

III. The Statutory Factors Do Not Support Exclusion

In contrast to the paucity of information submitted by the Petitioner, the Districts supported their decision with a thorough and reasoned review of the statutory factors. The Meeting Minutes and the Resolutions confirm that the Districts properly considered all of the statutory factors in their denial of the Petitions. For example, both the Eagle Shadow Minutes and the Todd Creek Minutes noted the following:

> Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest.

Eagle Shadow Minutes, Page 2; Todd Creek Minutes, Page 2. The Unofficial Transcript also reflects the discussion held following the public hearing. *See generally* Unofficial Transcript, including at Page 16 (statement by Mr. Dykstra summarizing the statutory criteria discussion.) The foregoing confirms the Districts' consideration of the statutory factors and the determination that exclusion was not justified for multiple reasons, including the best interests of the Districts; the ability of the Districts to adequately serve the Property; and the increased financial burden to other residents of the Districts if exclusion were to be granted. *See* C.R.S. § 32-1-501(3)(a) through (h). The suggestion during the public hearing that the primary motivation for exclusion was to form a new district further supports denial of the Petitions. This is especially true where a new district would have no greater authority, or ability, to provide services than the Districts already possess.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

The Resolutions likewise confirm that the statutory factors favor denial of exclusion. Regarding the best interests analysis (C.R.S. § 32-1-501(3)(a)), exclusion "would result in a substantial reduction in revenue" and the Districts have "incurred expenses to build infrastructure" with the expectation of reimbursement through revenues received from property within the Districts. Resolutions, Page 1. Regarding the cost and benefit analysis (C.R.S. § 32-1-501(3)(b)), "the benefit from the District's services to the property to be excluded is significant." Resolutions, Page 1. Regarding the remaining factors, including financial issues (C.R.S. § 32-1-501(3)(b) through (h)), exclusion would inevitably result in lost income to the Districts that would place a heavier burden on property remaining in the Districts and, significantly, "[n]o other districts have agreed to provide the services." Resolutions, Page 2. In sum, the factors favor denial of the Petitions in these circumstances while, in contrast, the record contains no support for exclusion. Accordingly, exclusion should be denied.

Finally, a reasonable alternative to exclusion exists and could be utilized by the Petitioner. In particular, and as noted in both the Unofficial Transcript and the Eagle Shadow Minutes, Eagle Shadow is in the process of forming a sub-district to provide service to a similarly situated property in the Districts and a similar mechanism was offered to the Petitioner. As noted during the meeting:

> MR. DYKSTRA: Before you go, FYI, for your information, we have very similar requests from Baseline Lakes over here. Instead of the exclusion, because of the reasons and the findings of the board to deny that exclusion, we instead did a sub-district with them, so you might want to discuss with your clients if that's something of interest. That way, they have control over it. This board just blesses the issuance of the bonds, that's it.

Unofficial Transcript, Page 17; *see also* Eagle Shadow Minutes, Pages 2-3 (discussing formation of a sub-district). Creation of a sub-district would allow the Petitioner to accomplish everything it outlined as desirable for the Property, without the negative consequences of exclusion. The Petitioner never pursued this option. Regardless, as the foregoing discussion demonstrates, consideration of the statutory factors dictates that the Petition should be denied and the Property should remain within the boundaries of the Districts.

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

IV. Conclusion

In closing, each and every statutory factor favors denial of the Petitions in this instance. The record amply demonstrates that exclusion would result in irreparable harm. Granting of the Petitions would not be in the best interests of the Districts, would hinder the Districts' abilities to provide economic and efficient service to the remaining properties within the Districts, and would cause significant financial harm to the remaining properties within the Districts. For all these reasons, the Districts respectfully request that the Board of County Commissioners deny the Petitions.

Sincerely,

SPENCER FANE, LLP

Pat Hrbacek

Pat Hrbacek

cc: Blair Dickhoner, legal counsel to Petitioner Sec. 2-3 Phoenix, LLC

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com

MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
EAGLE SHADOW METROPOLITAN DISTRICT NO. 1

HELD: Tuesday, the 19th day of June, 2018, at 4:00 p.m. in the Community Room of the Greater Brighton Fire Protection District Station 55, 15959 Havana Street, Brighton, Colorado

ATTENDANCE:

A regular meeting of the Board of Directors of the Eagle Shadow Metropolitan District No. 1, Adams County, Colorado, was held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

Cheryl A. Gibson, President
Fred Brown, Asst. Secretary
George A. Nightingale, Asst. Secretary (via telephone)
Darrell S. Jennings, Treasurer/Asst. Secretary
Jeffery A. Walsh, Asst. Secretary

Also present were Barney Fix of Merrick and Company, Diane Wheeler of Simmons and Wheeler P.C., Josh Schultz of Schultz Industries, Inc., Blair Dickhoner of White Bear Ankele Tanaka and Waldron P.C. and Russell W. Dykstra of Spencer Fane LLP.

CALL TO ORDER:

Director Gibson noted that a quorum was present for the purpose of conducting a meeting of the Board of Directors of the Eagle Shadow Metropolitan District No. 1 and called the meeting of the Board of Directors of the District to order at 4:00 p.m.

AGENDA:

The Directors reviewed the agenda for the meeting. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved the Agenda as amended moving the public hearing on petition for exclusion of property from Attorney's Items on the agenda to the beginning of the meeting

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:

Mr. Dykstra noted that transactional disclosure statements had been filed on behalf of the members of the Board of Directors with the office of the Colorado Secretary of State and with the Secretary of the District. Upon motion duly made, seconded and upon vote unanimously carried, the Board directed that said Disclosures be incorporated herein. The members noted for the record that the only conflict each of them has is ownership of a home and property with-in the District.

PUBLIC COMMENT:

There was none.

PUBLIC HEARING ON EXCLUSION:

Mr. Dykstra reported that proper publication of notice for the exclusion petition hearing had been made in order to allow the Board to hold a public hearing on the petition for exclusion of property. The hearing was opened and public comment was taken in regard to the exclusion

petition after which the hearing was closed. Mr. Dykstra reviewed the petition for exclusion of property and reviewed the statutory requirements with the Board. The Board requested an executive session to receive specific legal advice regarding the exclusion requirements.

The Board entered into executive session pursuant to 24-6-402(4)(b) in order to obtain specific legal advice from Mr. Dykstra pertaining to the requirements for exclusion of property within the district boundaries. Upon motion duly made, seconded and upon vote unanimously carried, the board exited the executive session and re-convened the regular board meeting proceedings. Mr. Dykstra certified for the record that the matters discussed in executive session were appropriate and specific to legal advice as required by statute.

Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest. The Resolution Denying the Petition for Exclusion is incorporated into these minutes. Mr. Dickhoner left the meeting.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the regular meeting held on May 15, 2018. Upon motion duly made, seconded, and upon vote unanimously carried, the Board approved the minutes as presented and authorized the execution of the Minutes as constituting a true and correct record of the proceedings of the meeting.

FINANCIAL REPORT:

a. Disbursements. Ms. Wheeler presented the interim and current claims for approval with accompanying documentation for checks numbered 3578 through 3584 in the amount of $8,564.75. Discussion ensued. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved and authorized the disbursement of check numbers 3578 through 3584 in the amount of $8,564.75.

b. Accountant's Reports. Ms. Wheeler reviewed the monthly accountant's report and cash position dated May 31, 2018 with the Board and discussion ensued. Upon motion duly made, seconded and upon vote, unanimously carried, the Board accepted and approved the cash and accountant's report as presented.

ENGINEER'S ITEMS:

Mr. Fix reported that there are no current projects within the District at this time.

ATTORNEY'S ITEMS:

Mr. Dykstra presented his monthly report and noted that proper publication had been made in order to hold a public hearing on the petition for formation of a sub-district. Director Gibson opened the public hearing. There being no public present to comment, the public hearing was closed. Upon

motion duly made, seconded and upon vote unanimously carried, the board approved the petition for the formation of a sub-district and executed the authorizing resolution.

OLD BUSINESS:

There was none.

NEW BUSINESS:

There was none.

ADJOURNMENT:

Following discussion, upon motion duly made, seconded and upon vote unanimously carried, the Board moved to adjourn the meeting at 5:30 p.m.

The foregoing Minutes constitute a true and correct copy of the Minutes of the above-referenced regular meeting and were approved by the Board of Directors of the Eagle Shadow Metropolitan District No. 1.

Secretary of the District

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1 DENYING A PETITION FOR EXCLUSION BY SEC. 2 - 3 PHOENIX, LLC

COMES NOW, the President of the Eagle Shadow Metropolitan District No. 1 (the "District"), and certifies that at a regular meeting of the Board of Directors of the District, held June 19, 2018 at the Community/Conference Room at the Greater Brighton Fire Protection District, Station No. 55, 15959 Havana Street, Brighton, Colorado, the following resolution was adopted, to wit:

WHEREAS, the property owner set forth below has petitioned the District for the exclusion from said District of the land described in the Petition for Exclusion attached hereto as **Exhibit A;**

WHEREAS, public notice has been published in accordance with law, calling for a public hearing on the prayer of said Petition for Exclusion, proof of which is attached hereto as **Exhibit B**;

WHEREAS, based upon the Petition for Exclusion, the Service Plan for the District, and such other evidence as was presented to the Board and made part of the record in this proceeding, the Board has found and does hereby find, relative to the grant or denial of the petition for exclusion, and in accordance with Section 32-1-501(3), C.R.S. that:

(a)

(I) Exclusion is not in the best interests of the property to be excluded.

(II) Exclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds.

(III) Exclusion is not in the best interests of Adams County.

(b) The relative cost from the District's services to the property to be excluded is negligible and the benefit from the District's services to the property to be excluded is significant.

(c) The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will be affected and there will be an increased financial impact to the customers of the District.

(d) The exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services.

(e) The effect of denying the petition on employment and other economic conditions in the District and surrounding area is negligible.

(f) The Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue.

(g) An economically feasible alternative service is not available.

(h) There will be additional costs levied on the property remaining in the District if the Board grants the petition.

WHEREAS, the Board, after considering the evidence and all of the factors and findings set forth above, has determined and does hereby determine that the property in whole, as described in **Exhibit C** attached hereto, should not be ordered excluded from the boundaries of the Eagle Shadow Metropolitan District No. 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Eagle Shadow Metropolitan District No. 1 shall, and hereby does deny the Petition for Exclusion and the land described in **Exhibit C** shall remain within the boundaries of the Eagle Shadow Metropolitan District No. 1.

FURTHER, that the name and address of the owner of said property are as follows:

Owner: Sec. 2 – 3 Phoenix, LLC
Address: 9200 E. Mineral Avenue, Suite 365
Centennial, CO 80112

The foregoing is a true and accurate copy of the action taken by the governing body of Eagle Shadow Metropolitan District No. 1.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1

President

ATTEST:

Secretary

EXHIBIT A

(PETITION FOR EXCLUSION)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
EAGLE SHADOWS METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **EAGLE SHADOWS METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 11th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured**

   "ALTA" Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO,

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'58" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3 INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

COVER SHEET

SHEET INDEX

LEGAL DESCRIPTION

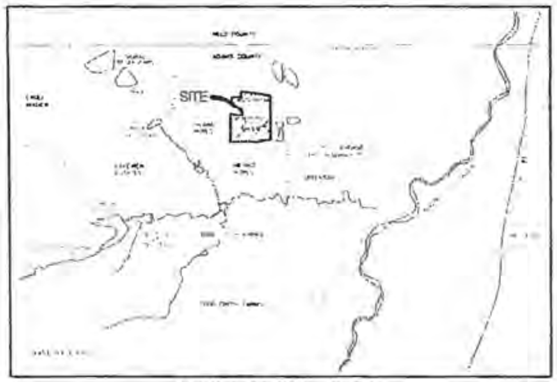
[illegible]

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 3, BEING MONUMENTED [illegible]

[illegible]

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT (RE)
ACREAGE	101.50 ACRES (4,421,420 SF)
MAXIMUM GROSS DENSITY	0.76 DU/AC
MINIMUM SETBACKS (PRINCIPAL BUILDING) FRONT FRONT (STATE HWY. OR ARTERIAL) SIDE SIDE ON CORNER REAR	 30' 50' 17' (ONE SIDE), 5' (OTHER SIDE) 30' (LOCAL ST.), 50' (STATE HWY OR ARTERIAL ST.) 20'
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	150'
MINIMUM SETBACK ACCESSORY BUILDING FRONT SIDE SIDE ON CORNER REAR	 EQUAL TO PRINCIPAL RESIDENCE ON THE LOT 15' 25', 30 (STATE HWY OR ARTERIAL ST.) 10'
MAXIMUM BUILDING HEIGHT	RESIDENCE: 35 ACCESSORY BUILDING: 28
MINIMUM LOT SIZE	1 AC
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,400 SQUARE FEET
MAXIMUM FLOOR AREA	12.5 % OF LOT AREA
PARKING	TWO OFF-STREET PARKING SPACES REQUIRED IN THE DRIVEWAY
OPEN SPACE TOTAL ACRES OF LANDSCAPED AREA	18.70 AC 18.4%



VICINITY MAP
NOT TO SCALE

Certificate of Ownership:

Valley Bank and Trust
being the owner of Todd Creek Village
located in the County of Adams, State of Colorado,
hereby submit this Planned unit Development - Final
Development Plan and agree to perform under the
terms noted hereon.

Owner Signature
State)
County) SS
City)

The foregoing ownership certificate was acknowledged
before me this day of , 20

Notary Public:
My Commission expires:

Planning Commission Approval:

Approved by the Adams County Planning Commision
this day of 20 A.D.

Chairman

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners
this day of 20 AD

Chairman

This Final Development Plan was filed for record in the
Office of the Adams County Clerk and Recorder in the
State of Colorado at m on the day of
, 20

County Clerk and Recorder

By Deputy:

The Preliminary Development Plan was filed for record
in the Office of the Adams County Clerk and Recorder
in the State of Colorado on the day of

Map No. Reception No.

The following Additions and Deletions in the PUD were
made by the Board of County Commissioners at the
time of approval

Approved as to form by:

Director of Planning and Development

County Attorney

File No.
Map No.
Reception No.

Design Engineer
Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SHEET
CV1

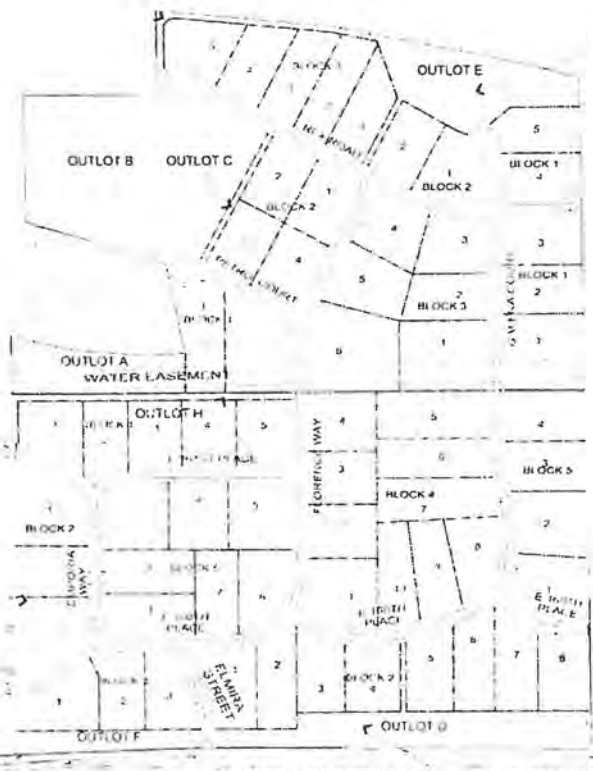
TODD CREEK VILLAGE
SHOOK PROPERTY

PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

SITE PLAN



PROPOSED DETENTION

HAVANA STREET

LOMAND CIRCLE

MINUMUM SETBACKS FOR BUILDING RESIDENCES, SEE SHEET 1.

GENEVA COURT

HI-LAND CIRCLE

STATE HIGHWAY 7

PROPOSED DETENTION

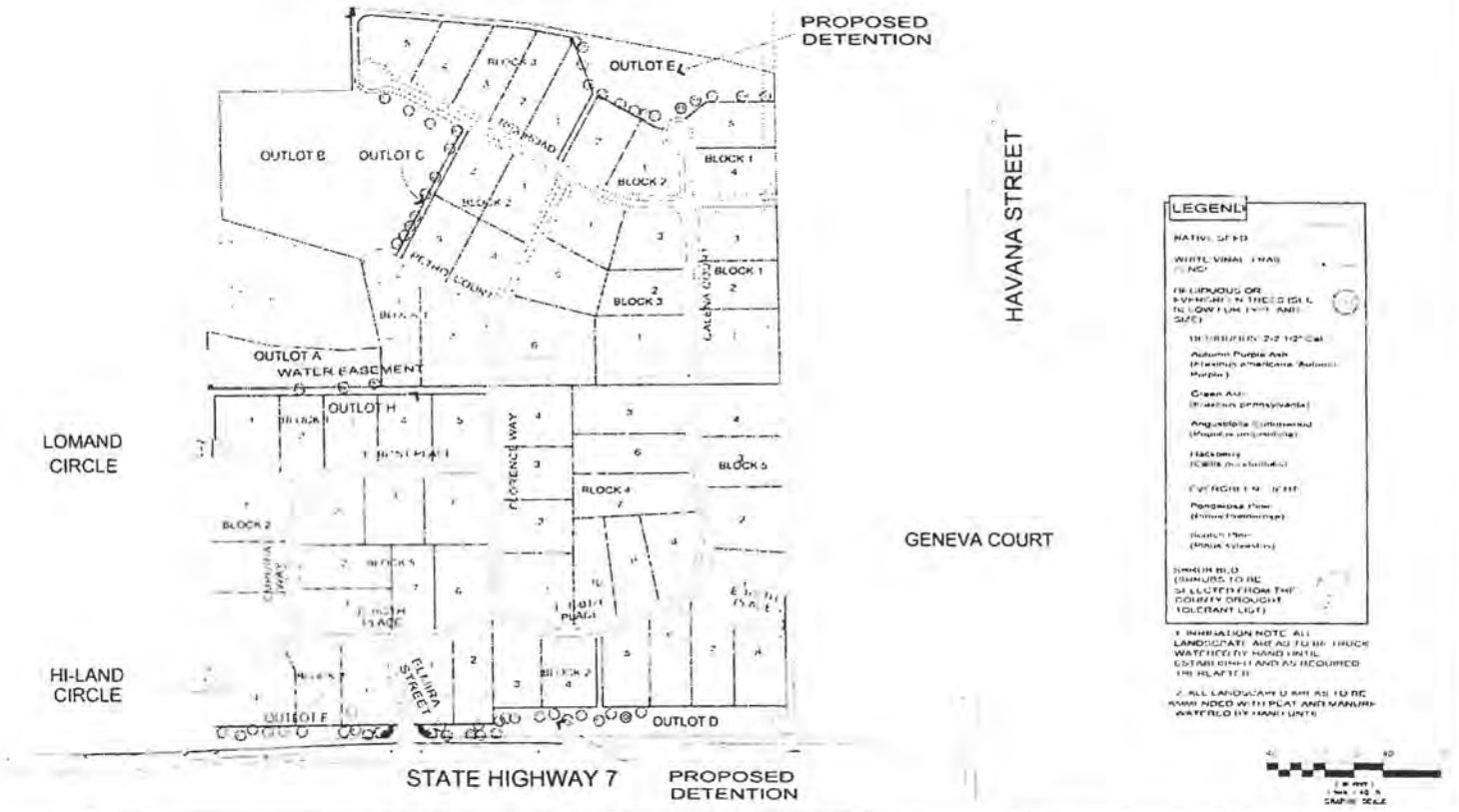
Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD SITE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 2

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

LANDSCAPE PLAN



Declarant:	PUD LANDSCAPE PLAN	REVISIONS	Rokeh Consulting, LLC	PUD 3
SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO		89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	

EXHIBIT B

(PUBLISHED NOTICE)

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of June 2018** the last on the **13th day of June 2018**

Publisher, Subscribed and sworn before me,
this **20 day of June, 2018**

Notary Public

NOTICE OF HEARINGS ON PETITIONS FOR EXCLUSION

NOTICE IS HEREBY GIVEN that there has been filed with the Boards of Directors of the **Eagle Shadow Metropolitan District No. 1** and **Todd Creek Village Park and Recreation District**, in the County of Adams, State of Colorado, petitions praying for the exclusion of certain lands from such Districts.

1. The name and address of the petitioner and a legal description of the property mentioned in such petitions are as follows.

Petitioner: Sec. 2-3 Phoenix, LLC
Address: 9200 E. Mineral Avenue,
Suite 365,
Centennial, CO 80112

Legal Descriptions: Generally Described as Parcel A1 and an Easement as to Parcel A2; parts of Section 3, Township 1 South Range 67 West of the 6th P.M., and Parcel B Lots 1 through 13, inclusive Block 1; Lots 1 through 8, inclusive Block 2; Lots 1 through 3, inclusive Block 3; Lots 1 through 3, inclusive Block 4; Lots 1 through 5, inclusive Block 5; and Outlots A, B, C, D, E and F of the Shook Subdivision, County of Adams, State of Colorado, further described in full legal descriptions that can be requested from Spencer Fane LLP at (303) 839-3800.

2. The prayer of the petitions is that the above property be excluded from the Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District.

Accordingly, notice is hereby given to all interested persons to appear at the combined public hearing of the Boards of Directors of the Districts at 4:00 p.m. on Tuesday, June 19, 2018, at 15959 Havana Street, Brighton, Colorado, and show cause in writing, if any they have, why such petitions should not be granted. The failure of any person in the existing Districts to file a written objection shall be taken as an assent on his part to the exclusion of the area described in this notice.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

By: /s/ Russell W. Dykstra
General Counsel

Published in the Brighton Standard Blade on June 13, 2018.

#180819

EXHIBIT C

(LEGAL DESCRIPTION)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. Effective Date:

04/12/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 TBD
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A1

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1087.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST, A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS; COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4,
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. **2006062000622380**

SERVICE PLAN

FOR

EAGLE SHADOW

METROPOLITAN DISTRICT NO. 1

(COUNTY OF ADAMS, COLORADO)

Submittal Date: August 26, 1999

Approval Date: September 20, 1999

Prepared by: **McGEADY SISNEROS, P.C.**
1675 BROADWAY, SUITE 2100
DENVER, COLORADO 80202
(303) 592-4380

ACKLAM ASSOCIATES, INC.
P.O. BOX 795
1001 E. BRIDGE
BRIGHTON, COLORADO 80601
(303) 659-8546

J.W. SIMMONS & ASSOCIATES, P.C.
5670 GREENWOOD PLAZA BLVD.
SUITE 505
TRIAD BUILDING WEST
ENGLEWOOD, COLORADO 80111
(303) 689-0833

SPECIAL DISTRICT MANAGEMENT SERVICES
141 UNION BOULEVARD
SUITE 150
LAKEWOOD, COLORADO 80228
(303) 987-0835

TABLE OF CONTENTS

LIST OF EXHIBITS

SERVICE PLAN FOR THE PROPOSED

EAGLE SHADOW

METROPOLITAN DISTRICT NO. 1

INTRODUCTION

Pursuant to the requirements of the Special District Control Act, Section 32-1-201, et seq., Colorado Revised Statutes, this Service Plan consists of a financial analysis and an engineering plan showing how the proposed facilities and services of the proposed Eagle Shadow Metropolitan District No. 1 ("District") will be provided and financed. The following items are included in this Service Plan:

1. A description of the proposed services;

2. A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the District;

3. A preliminary engineering or architectural survey showing how the proposed services are to be provided;

4. A map of the proposed District boundaries and an estimate of the population and valuation for assessment of the proposed District;

5. 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 proposed District are compatible with facility and service standards of Adams County, Colorado ("County") and of any municipalities and special districts which are interested parties pursuant to Section 32-1-204(l), Colorado Revised Statutes;

6. A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the proposed District; and

7. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed District and such other political subdivision, and if applicable a form of the agreement is attached hereto.

PURPOSE OF THE DISTRICT

Services will be provided to the approximately 289-acre Eagle Shadow development (the "Development") by a metropolitan district that will be created pursuant to Section 32-1-101, et seq., C.R.S. The district will be named Eagle Shadow Metropolitan District No. 1 ("the District"). The District will provide the following: (1) street improvements, (2) parks and recreation, (3) safety protection, (4) transportation, (5) mosquito control, (6) water service to property within its boundaries, (7) sanitary sewer services to property within its boundaries and any other services that may be provided by a metropolitan district within and without the District's boundaries as will be determined by the District's Board of Directors to be in the best interest of the District.

The major purpose of the District is to finance and construct public improvements and to dedicate, when appropriate, such public improvements to the County or to such other entity as appropriate for the use and benefit of the District's taxpayers.

The District is expected to finance the construction of improvements and provide such other services as are described in this Service Plan.

PROPOSED DISTRICT BOUNDARIES/MAPS

The area to be initially served by the proposed District is located in the County generally north of State Highway 7, south of 168th Avenue, east of Holly Street and west of Quebec Street. The total area to be initially included in the proposed District is approximately 289 acres (the "Initial District Boundaries"). A legal description of the Initial District Boundaries is attached hereto as Exhibit A. A map of the Initial District Boundaries and vicinity of the District is attached as Exhibit B-1. See Exhibits B-2 through B-4 for a map showing the zoning; the location of other special districts, municipalities and counties within a three mile radius of the proposed District; a list of services provided by the other entities and a list of property owners. It is anticipated that as property is acquired and/or processed for development, it will be included in the boundaries of the proposed District.

PROPOSED LAND USE/POPULATION PROJECTIONS

At present, the Development is zoned A-1 by the County, which allows for a maximum of 185 single-family residential uses. The Development is now vacant and is not presently served with the facilities and/or services proposed to be provided by the proposed District, nor does the County nor any other special district have any plans to provide such services within a reasonable time and on a comparable basis. It is anticipated that the property within the proposed District would be utilized for residential uses. At an estimated three (3) persons per residence, this would result in a peak daytime population estimate of 555 persons based upon

current zoning for the Development. In order to facilitate the development of the properties within the District as planned, organized provision of facilities and services proposed to be provided by the proposed District will be necessary.

It is anticipated that the District's boundaries will change from time to time as it undergoes inclusions and exclusions pursuant to parts 4 and 5 of Article 1, Title 32, C.R.S. In the event the District proposes to expand its boundaries or service area, it shall provide forty-five (45) days prior written notice of such expansion to the Board of County Commissioners. In the event the County provides no written response to the forty-five (45) day notice, the District shall proceed with the expansion. In the event the County objects in writing within the forty-five (45) day period, the District shall proceed only with the written consent of the County. The form of written consent shall be determined by the Board of County Commissioners.

DESCRIPTION OF PROPOSED SERVICES

The following paragraphs provide a description of the proposed services to be provided by the District.

A. Types of Improvements.

The District plans to provide for the design, acquisition, construction, installation, and financing of certain street, safety protection, park and recreation, transportation, mosquito

control, water and sanitation improvements and services within and without the boundaries of the District. This Service Plan describes with specificity those improvements anticipated for construction within the Initial District Boundaries ("Initial Improvements"). The Initial Improvements will benefit the Development. A general description of the Initial Improvements follows this paragraph, and Exhibit C lists the Initial Improvements planned to be provided relating to each type, the phasing of construction of such facilities, and the costs in current dollars. An explanation of the methods, basis, and/or assumptions used to prepare the above estimates is also included in Exhibit C. The Initial Improvements generally depicted and described in Exhibit D have been presented for illustration only, and the exact design, subphasing of construction and location of the Initial Improvements will be determined at the time of platting and such decisions shall not be considered to be a material modification of the Service Plan.

1. Streets. The proposed District shall have the power to provide for the acquisition, construction, completion, installation and/or operation and maintenance of street improvements, including curbs, gutters, culverts, and other drainage facilities, sidewalks, bike paths and pedestrian ways, bridges, overpasses, interchanges, median islands, paving, lighting, grading, landscaping and irrigation, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the proposed District. It is anticipated that, following acceptance by the County, the County will maintain the streets within the District. The District may supplement the County's maintenance as it deems necessary or desirable to benefit its

taxpayers and service users. Following acceptance, the street improvements will be owned, operated and maintained by the County.

All streetscaping improvements will be maintained by the District, or an association of landowners within the Development, or both.

2. Safety Protection. The proposed District shall have the power to provide for the acquisition, construction, completion, installation and/or operation and maintenance of facilities and/or services for a system of traffic and safety controls and devices on streets and highways, including signalization, signing and striping, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the proposed District. Following acceptance, all safety protection improvements will be transferred to the County for ownership and maintenance.

3. Park and Recreation. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of parks and recreational facilities and programs including, but not limited to, parks, bike paths and pedestrian ways, open space, landscaping, cultural activities, community recreational centers, water bodies, irrigation facilities, and other active and passive recreational facilities and programs, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District.

All such parks and recreational facilities will be owned and maintained by the District or an association of landowners within the Property.

4. Transportation. The proposed District shall have the power for the design, acquisition, construction, completion, installation, operation and maintenance of a system to transport the public by bus, rail, or any other means of conveyance, or combination thereof, or pursuant to contract, including park and ride facilities and parking lots, and all necessary, incidental and appurtenant facilities, land and easements, together with all necessary extensions of and improvements to said facilities of systems within and without the boundaries of the District.

5. Mosquito Control. The proposed District shall have the power to provide for the eradication and control of mosquitoes, including but not limited to elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control.

6. Water. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of a complete potable and nonpotable water supply, purification, storage, transmission and distribution system, which may include, but shall not be limited to, wells, water pumps, purification plants, pump stations, transmission lines, distribution mains and laterals, fire hydrants, irrigation facilities, storage facilities, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within and without the

boundaries of the proposed District. The water supply system will supply the water needs for the entire Development and future inclusion areas.

It is anticipated that water will be provided to the development by Todd Creek Farms Metropolitan District No. 1 pursuant to an intergovernmental agreement.

7. Sanitation. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of a complete sanitary sewage collection, treatment, transmission, and disposal system which may include, but shall not be limited to, treatment plants, collection mains and laterals, lift stations, transmission lines, sludge handling and disposal facilities, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds and associated irrigation facilities, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said system within and without the boundaries of the proposed District. The sanitary sewer system will be designed to adequately serve the entire Development area and the Future Service Areas.

It is anticipated that sanitary sewer service will be provided by Todd Creek Farms Metropolitan District No. 1 pursuant to an intergovernmental agreement.

8. Fire Protection. The Property and the Development are wholly within the boundaries of the West Adams Fire Protection District No. 1 ("West Adams") and through an

arrangement with West Adams, the North Metro Fire Rescue Authority will provide fire and emergency services to the Property. The District shall not have any powers to provide fire protection or emergency response services. The Development will obtain its fire protection and emergency response services from the North Metro Fire Rescue Authority and/or West Adams Fire Protection District No. 1.

9. Other Powers.

In addition to the enumerated powers, the Board of Directors of the District shall also have the following authority:

(A) Plan Amendments. To amend the Service Plan as needed, subject to the appropriate statutory procedures, and to utilize, as appropriate, the forty-five (45) day notice provision set forth in Section 32-1-207, C.R.S.

(B) Phasing, Deferral. Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resource availability, and potential inclusions of property within the District.

(C) Additional Services. Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

B. Standards of Construction/Statement of Compatibility.

1. All streets and safety protection facilities to be dedicated to the County will be constructed in accordance with the standards and specifications of the County.

2. All storm sewers and facilities will be constructed in accordance with the standards and specifications of the County, the Urban Drainage and Flood Control District and other local jurisdictions, as appropriate.

3. All parks and recreational facilities and/or services will be constructed in accordance with engineering and design requirements appropriate for the surrounding terrain, and shall not be incompatible with standards of the County, or other local public entities, as appropriate.

4. All transportation facilities and/or services will be provided in accordance the standards and specifications of the County, if any, or other local public entities, as appropriate.

5. All mosquito eradication and control facilities will be designed, constructed, maintained and operated in accordance with the standards and specifications of the Colorado Department of Health, the County, if any, or other jurisdictions, as appropriate.

6. All water system improvements will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, Todd Creek Farms Metropolitan District No. 1 and any other jurisdiction, as appropriate.

7. The sanitary sewer treatment and/or collection facilities will be designed, constructed and maintained in accordance with the standards of Colorado Department of Health, Todd Creek Farms Metropolitan District No. 1 and any other applicable local, state or federal rules and regulations.

Based on an analysis of jurisdictions which are interested parties in the Service Plan proceedings as defined in the Colorado Revised Statutes, the proposed District's Engineers have determined that the standards by which the facilities are to be constructed are compatible with the facilities of such other jurisdictions.

C. Facilities to be Constructed and/or Acquired.

The District proposes to provide and/or acquire the Initial Improvements and the improvements necessary for future included properties. A general description and preliminary engineering survey, as appropriate, of the Initial Improvements are shown on Exhibit D.

ASSESSED VALUATION

The property within the Initial District Boundaries has an assessed valuation as of January 1998 of approximately Twenty One Thousand Seven Hundred Dollars ($21,700). The projected build-out for the Initial District Boundaries is set forth in the Financial Plan set forth in Exhibit E-1 through E-4. At build-out, the assessed valuation of the property within the Initial District Boundaries is expected to be Five Million Nine Hundred Forty-Eight Thousand Dollars ($5,948,000).

ESTIMATED COSTS OF FACILITIES

The estimated costs of the Initial Improvements are set forth in Exhibit C attached hereto. Exhibit D includes a facility map and preliminary drawings for the Initial Improvements.

OPERATION AND MAINTENANCE/ESTIMATED COSTS

Subject to the applicable warranty, the proposed District intends to dedicate certain facilities constructed or acquired, to the appropriate jurisdiction for operations and maintenance. Facilities completed by the District or others within its boundaries may be owned, operated and/or maintained by the proposed District, pursuant to approvals being obtained from the appropriate jurisdiction(s). Estimated costs for operation and maintenance functions are shown on the Financial Plan. The District may impose a system of fees, rates, tolls, penalties or charges in connection with its provision of services. The estimated revenues from such fees, rates, tolls,

penalties, or charges are reflected in the Financial Plan, below. The earliest the District will be organized will be December, 1999, therefore, the Financial Plan assumes no operating expenses or debt will be incurred until 2000. The Financial Plan assumes the District will incur approximately Fifty Thousand Dollars ($50,000) per year in operating and administrative expenses.

It is anticipated that the proposed District and Todd Creek Farms Metropolitan District No. 1 will enter into a Regional Facilities Agreement which will set forth the rights and responsibilities of each District regarding the financing, operation, construction, ownership and maintenance of facilities needed to serve the property within the boundaries of the proposed District. The proposed District may also enter into other intergovernmental agreements ("IGA") as necessary to provide services to and for the property within the proposed District. To the extent necessary to comply with statutory and/or Constitutional requirements for approval of debt or long-term financial obligations, the approval of the District's electorate will be obtained on the terms of any IGA. The District shall have the authority to obtain the required voter authorization in order to exercise its rights and obligations under such agreements and to enter into the IGAs without further approval of the County.

FINANCIAL PLAN/PROPOSED INDEBTEDNESS

The Financial Plan shows how the Initial Improvements are to be financed including the estimated costs of engineering services, legal services, administrative services, proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and operation of the proposed District. It demonstrates the issuance of the debt and the anticipated repayment based on the projected development in the Initial District Boundaries. The Financial Plan also demonstrates that, at various projected levels of development, the proposed District has the ability to finance the Initial Improvements, and will be capable of discharging the proposed indebtedness on a reasonable basis. As property is included in the boundaries of the District, the District's needs for additional moneys to fund necessary facilities will increase as will its ability to repay additional general obligation bonds based on projections for the included area.

A. General. The provision of facilities by the proposed District will be primarily financed by the issuance of general obligation bonds, secured by the ad valorem taxing authority of the proposed District with limitations as discussed below. It is anticipated that property will be included within the District in phases as the land is acquired for development. The District, upon organization, will contain approximately 289 acres within its boundaries and will initially issue a maximum of One Million Nine Hundred Thousand Dollars ($1,900,000) in general obligation bonds ("Initial Debt"). The Financial Plan demonstrates the issuance of the Initial Debt and the anticipated repayment based on the projected development in the Initial District Boundaries. As demonstrated by the Analysis attached to the Financial Plan, for every

38.03 acres of property subsequently included within the District's boundaries, the District will have the ability to support the payment of an additional Two Hundred and Fifty Thousand Dollars ($250,000) in general obligation bonds ("Inclusion Formula"). It is anticipated that the first bond issue will occur in 2000. The District shall have the authority to obtain voter authority for the incurrence of the Initial Debt and future debt in the total amount of Thirty Million Dollars ($30,000,000) with its ability to utilize this authority for future debt limited to the following: for every 38.03 acres of property subsequently included within the District's boundaries, the District will have the authority and ability to support the payment of an additional Two Hundred and Fifty Thousand Dollars ($250,000) in general obligation bonds.

Pursuant to Section 32-1-1101, C.R.S., bonds would mature not more than twenty years from the date of issuance, with the first maturity being not later than three years from the date of their issuance. The proposed maximum voted interest rate is estimated at eighteen percent (18%) and the maximum underwriting discount at five percent (5%). The exact interest rates and discounts will be determined at the time the bonds are sold by the proposed District, and will reflect market conditions at the time of sale. The proposed District may also issue notes, certificates, debentures or other evidences of indebtedness long-term contracts, subject to the limitations set forth herein.

The amount to be voted exceeds the amount of bonds anticipated to be sold as shown in the Financial Plan, to allow for the inclusion of additional properties within the District's boundaries, unforeseen contingencies and increases in construction costs due to inflation, and to

cover all issuance costs, including capitalized interest, reserve funds, discounts, legal fees and other incidental costs of issuance.

B. Mill Levy. The proposed District will have a mill levy assessed on all taxable property in the proposed District as a primary source of revenue for repayment of debt service and for operations and maintenance. Although the mill levy may vary depending upon the elected board's decision to fund the projects contemplated in this Service Plan, it is estimated that a mill levy of thirty-five (35) mills will produce revenue sufficient to support the operations and maintenance and debt retirement throughout the bond repayment period. In addition, the proposed District may capitalize interest to permit payment of interest during the time lapse between development of taxable properties and the collection of tax levies therefrom. Interest income through the reinvestment of construction funds, capitalized interest and annual tax receipts will provide additional funds. These revenue sources should be sufficient to retire the proposed indebtedness if growth occurs as projected; otherwise, increases in the mill levy and/or the imposition of rates, tolls, fees and charges may be necessary.

For purposes of this Section "Debt to Assessed Valuation" shall mean the ratio of (i) the District's total outstanding unlimited general obligation debt, including the bonds proposed to be issued, to (ii) the District's assessed valuation and "Mill Levy Cap" shall mean that the mill levy pledged for repayment of the bonds will not exceed 50 mills (adjusted to take into account legislative or constitutionally imposed adjustments in assessed values or the method of their calculation). In the event that the Debt to Assessed Valuation is 50% or greater, general obligation bonds may only be issued if the District's obligation to impose a mill levy sufficient to

pay the debt is subject to the Mill Levy Cap. In the event that the Debt to Assessed Valuation is less than 50%, bonds may be issued without limitation as to the District's obligation to impose a mill levy sufficient to pay the debt.

The Financial Plan reflects the amount of bonds to be sold to finance the completion, construction, acquisition and/or installation of the Initial Improvements, including all costs and expenses related to the anticipated bond issuances. The amount of bonds sold will be based upon the final engineering estimates and/or actual construction contracts. Organizational costs, including legal fees, and capitalized engineering costs, are to be paid from the proceeds of the each bond issue. The interest rates as set forth in the Financial Plan are based upon the advice of Kirkpatrick Pettis.

The Financial Plan projects the anticipated flow of funds and is based upon estimates of construction and project needs for bond proceeds to finance the proposed District's Initial Improvements. The District's engineer has evaluated the timing and cost estimate of the Initial Improvements which are necessary to support the proposed absorptions of development as projected in the Financial Plan and has concurred with the assumptions. The Financial Plan sets forth the most reasonable estimate of growth within the Initial District Boundaries and allows the Board of Directors a measure of flexibility such that the proposed District need not incur debt in excess of what it needs to meet a growing population's demands for facilities and services.

C. Projections of Assessed Valuation. For purposes of developing the Financial Plan set forth herein, it was assumed that residential units within the proposed District would be

developed and assessed at various percentages depending upon the year of construction. It is also assumed that the assessed valuation will be realized one year after construction and that tax collections will be realized two years after initial construction.

D. Operations. Annual administrative, operational and maintenance expenses are estimated as shown in the Financial Plan. In years 2000 through 2020, the Financial Plan projects that a levy of eight (8) mills would be sufficient to meet these expenses, together with collection of a portion of development fees. If necessary, however, the proposed District reserves the right to supplement these revenues with additional revenue sources as permitted by law. The District shall not use bond proceeds for the payment of operations and maintenance expenses. However, the District shall have the authority to repay the Developer for amounts advanced for operations and maintenance expenses and to seek electorate approval for such obligation to be deemed a multi-year fiscal obligation, provided such obligation shall be subordinate to the District's general obligation bonds issued for capital improvements.

The mill levy cap proposed herein for repayment of the bonds does not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. However, there are statutory and constitutional limits on the District's ability to increase its mill levy for provision of operation and maintenance services without an election. The maintenance of landscape areas, streetscape areas and park and recreation areas will need to be sustained by the property owners within the boundaries of the District or by the same property owners through a land owners association. Through the election

process, it will be determined whether the property owners would prefer to maintain such improvements through the District or a land owners association in the future.

The County shall not be held liable for any of the District's obligations as set forth in this Service Plan.

CONCLUSION

It is submitted that this Service Plan for the proposed Eagle Shadow Metropolitan District No. 1 establishes that:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

(b) The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

(c) The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries;

(d) The area to be included in the proposed District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

(e) Adequate service is not, and 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;

(f) The facility and service standards of the proposed District are compatible with the facility and service standards of the County within which the proposed special district is to be located and each municipality which is an interested party under Section 32-1-204(l), Colorado Revised Statutes;

(g) The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-106, C.R.S.; and

(h) The proposal will be in compliance with the regional clean water plan in accordance with state requirements; and

(i) The creation of the proposed District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description of the Property

EXHIBIT "A"

PARCEL A:

THE NORTH ONE-HALF (N 1/2) OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EXCEPT THE EAST 30 FEET THEREOF FOR COUNTY ROAD, AND EXCEPT THE RIGHTS-OF-WAY FOR HOLLY STREET AND EAST 168TH AVENUE, AND, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

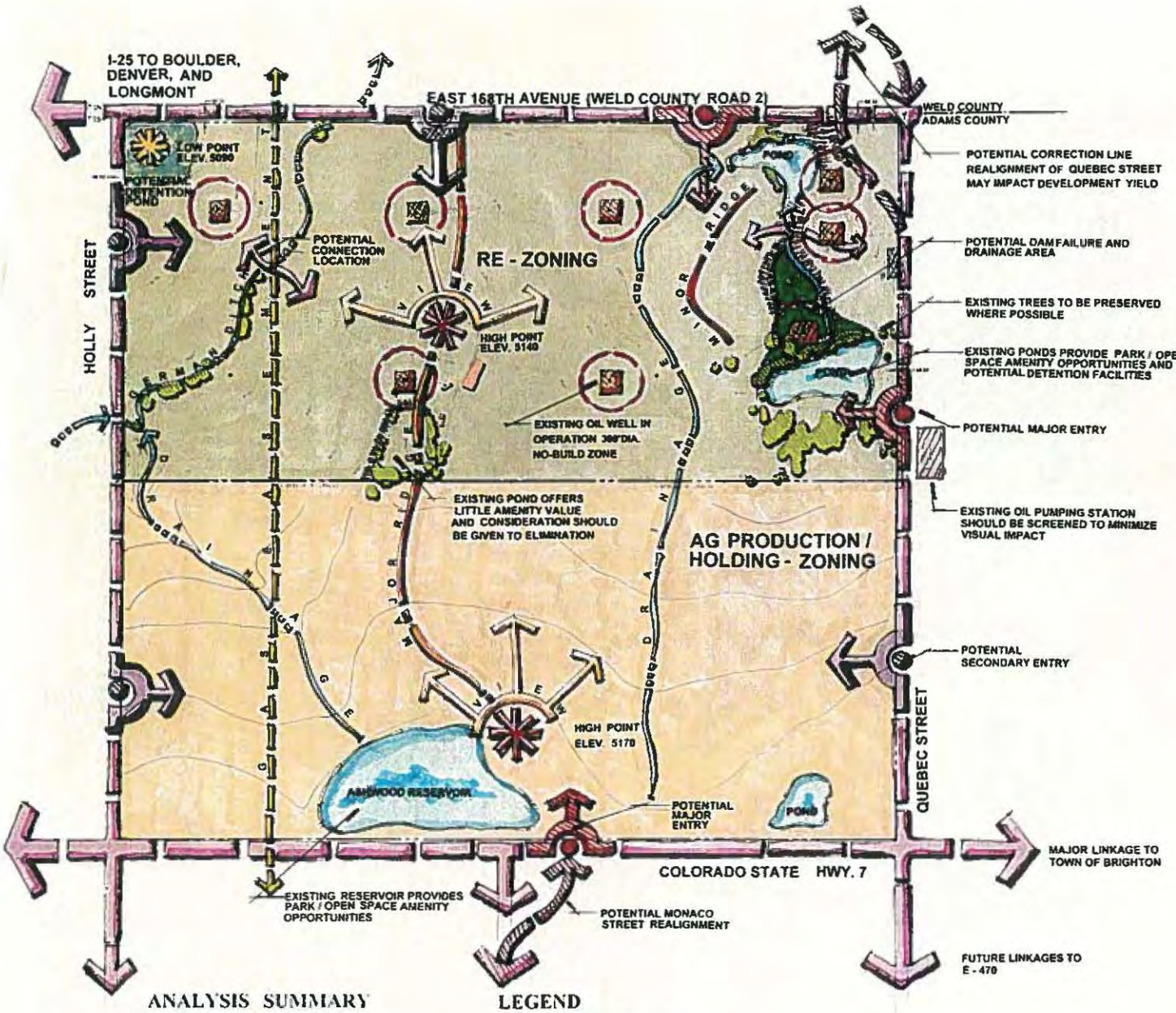
THAT PART OF THE NE1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 147.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 973.23 FEET; THENCE N04°08'W, 579 FEET; THENCE N32°02'E, 83.00 FEET; THENCE N69°42'E, 571.4 FEET; THENCE N81°22'E, 440.00 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE SOUTH 912.15 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THAT PART OF THE NE1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 147.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 973.23 FEET; THENCE N04°08'W, 579 FEET; THENCE N32°02'E, 83.00 FEET; THENCE N69°42'E, 571.4 FEET; THENCE N81°22'E, 440.00 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE SOUTH 912.15 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B-1

District Boundary and Vicinity Map



ANALYSIS SUMMARY

LEGEND

- SLOPES OVER 10%
- POTENTIAL MAJOR ENTRY POINTS
- POTENTIAL SECONDARY ENTRY POINTS
- MAJOR AND MINOR ARTERIAL ROADS
- EXISTING TREES
- EXISTING DRAINAGE
- RIDGE LINE
- EXISTING WELL IN OPERATION
- PANORAMIC VIEW LOCATIONS

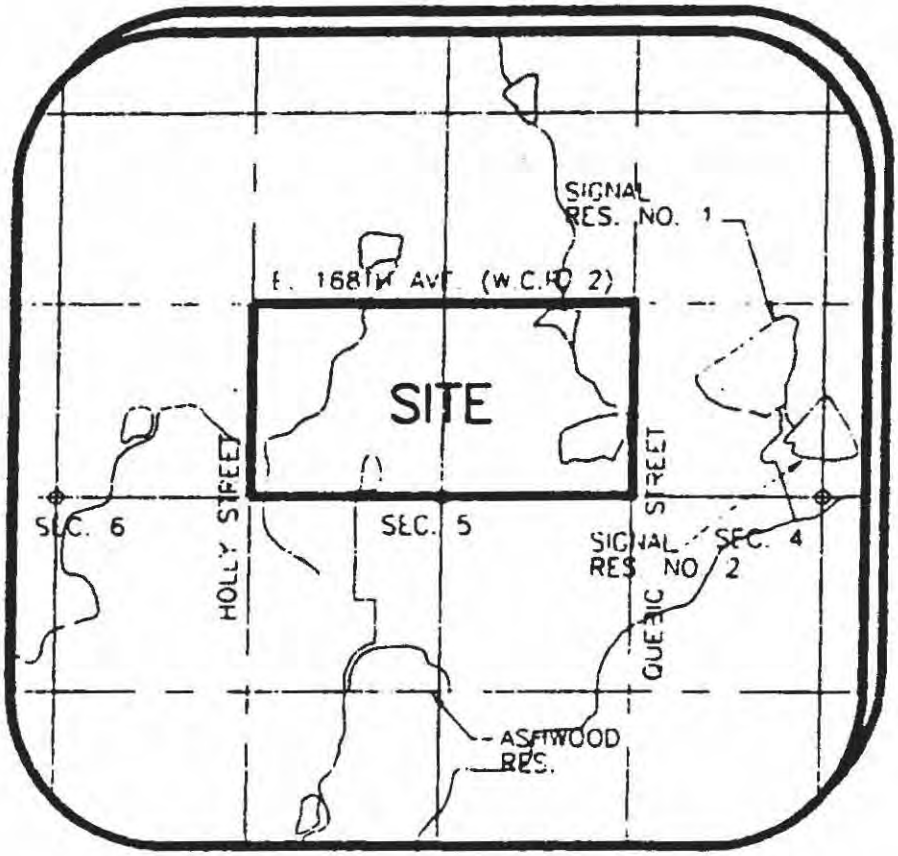
NORTH

SCALE: 1" = 500'

DATE: JULY 1995

EAGLE SHADOW - SITE ANALYSIS

A MASTER PLANNED COMMUNITY, ADAMS COUNTY, COLORADO

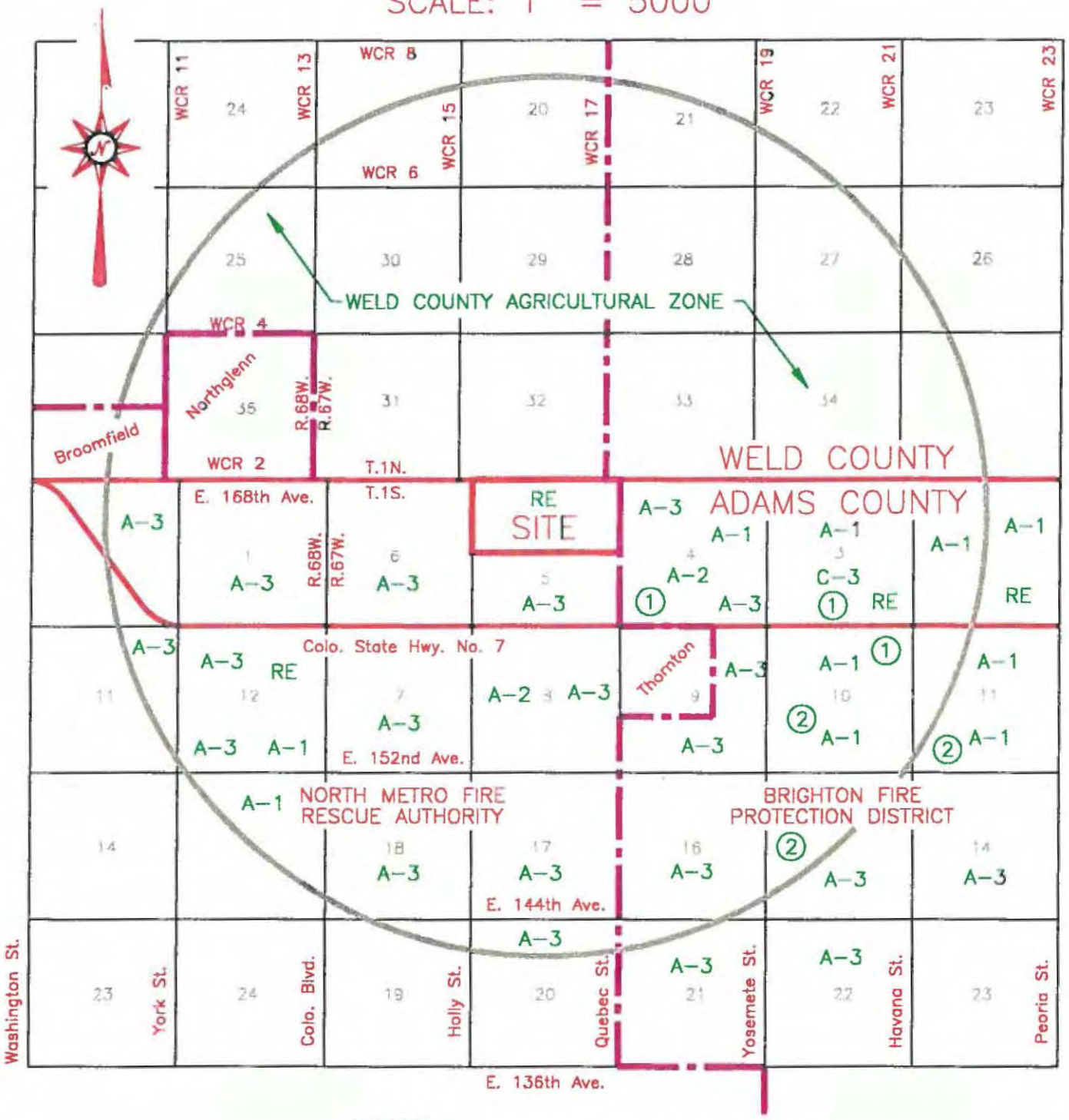


Vicinity Map -- Not To Scale

EXHIBIT B-2

Zoning and Three Mile Radius Map

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
ZONING MAP
SCALE: 1" = 5000'



LEGEND:

(1) HI-LAND ACRES WATER & SANITATION DISTRICT

(2) TODD CREEK METROPOLITAN DISTRICT

EXHIBIT B-3

List of Services by Other Entities

Although Thornton and Brighton provide street and safety protection improvements to their constituents, adequate street and safety protection improvements are not, or will not be, available to the property within the District by such entities within a reasonable time and on a comparable basis.

Todd Creek Farms Metropolitan District No. 1 will provide water and, to the extent it provides sewer, will also provide sewer to the property within the District. The property within the District is wholly within the boundaries of West Adams Fire Protection District No. 1 ("West Adams"). West Adams has an arrangement with North Metro Fire Rescue Authority ("North Metro") whereby North Metro will provide fire protection and emergency response services to areas within the boundaries of West Adams (including Eagle Shadow) in exchange for a share of the property taxes collected by West Adams.

EXHIBIT B-4

Property Ownership

Marcus A. and Sophia S. Degenhart **(Seller/Lender)**
6505 E. 160th Avenue
Brighton, CO 80601

Eagle Shadow LLC **(Buyer/Owner)**
(address)

EXHIBIT C
Description of Facilities and Costs

ESTIMATED CONSTRUCTION IMPROVEMENTS FOR
EAGLE SHADOW DISTRICT NO. 1

DESCRIPTION	QUANTITY	AMOUNT
East 168th Ave- Minor Arterial		
1) Topsoil stripped, grading	17,200 SY @ $3.20	$55,040.00
2) 9.0" full depth asphalt	17,200 SY @ $13.00	$223,600.00
3) Survey & compaction testing	LS	$13,000.00
4) Permit fees	LS	$4,000.00
5) Engineering	LS	$5,500.00
6) Supervision	LS	$29,500.00
7) Landscaping	LS	$53,000.00
TOTAL		$383,640.00
Holly Street- Section Line Arterial		
1) Topsoil stripped, grading	14,200 SY @ $3.20	$45,440.00
2) 9.0" full depth asphalt	14,200 SY @ $13.00	$184,600.00
3) Survey & compaction testing	LS	$11,500.00
4) Permit fees	LS	$3,500.00
5) Engineering	LS	$4,500.00
6) Accel/Decel Lane	LS	$65,000.00
7) Supervision	LS	$31,000.00
8) Landscaping	LS	$53,000.00
TOTAL		$398,540.00

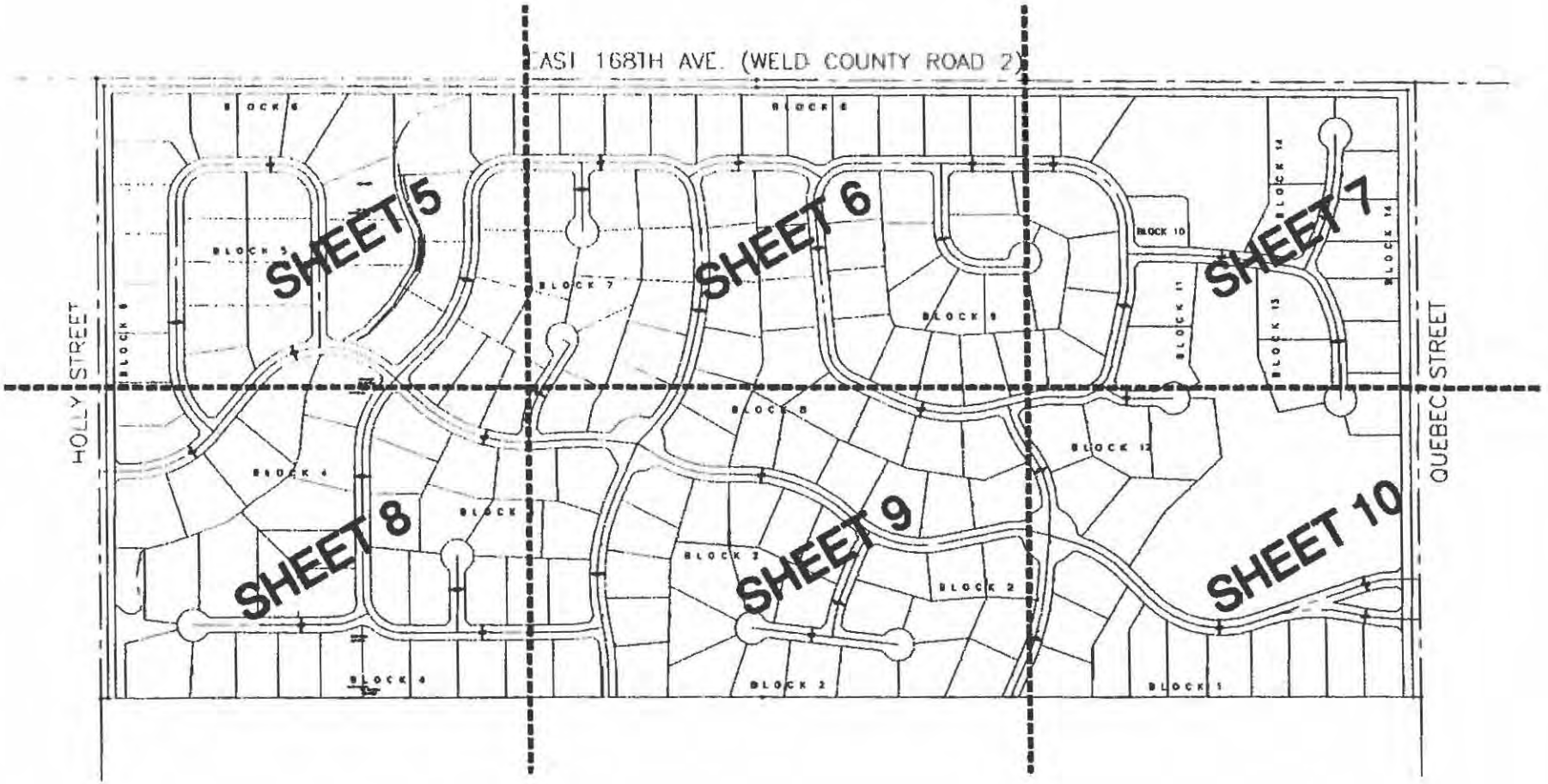
Quebec Street- Section Line Arterial		
1) Topsoil stripped, grading	14,200 SY @ $3.20	$45,440.00
2) 9.0" full depth asphalt	14,200 SY @ $13.00	$184,600.00
3) Survey & compaction testing	LS	$11,500.00
4) Permit fees	LS	$3,500.00
5) Engineering	LS	$4,500.00
6) Accel/Decel Lane	LS	$65,000.00
7) Supervision	LS	$35,000.00
8) Landscaping	LS	$68,000.00
TOTAL		$413,540.00
Storm Drainage- Eagle Shadow phases 1 & 2		
1) CMP crossings	360 lots @ $700.00	$252,000.00
2) Reinforced box culverts	2 @ $50,000.00	$100,000.00
		———
Total		$1,547,720.00
5% Contingency		$77,400.00
TOTAL		$1,625,120.00

EXHIBIT D

Street and Safety Protection
Improvements

EAGLE SHADOW SUBDIVISION

SHEET 2 OF 10



SCALE: 1" = 300'

0' 300' 600' 900'

EXHIBIT E-1

Financial Plan

Eagle Shadow Metropolitan District

Forecasted Statement of Sources and Uses of Cash

For the Years Ending December 31, 2000 through 2020

JWS J.W. Simmons & Associates, P.C. Certified Public Accountants

Petitioners
Eagle Shadow Metropolitan District

We have compiled the accompanying forecasted statements of sources and uses of cash of the Eagle Shadow Metropolitan District (Schedule 1) and the related projected debt service schedule (Schedule 2) for the years ending December 31, 2000 through 2020, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

J.W. Simmons & Associates P.C.

May 11, 1999

5670 Greenwood Plaza Blvd. #505, Englewood, Colorado 80111-2409
Telephone (303) 689-0833 Fax (303) 689-0834

Eagle Shadow Metropolitan District

Summary of Significant Assumptions and Accounting Policies
December 31, 2000 through 2020

The foregoing forecast presents, to the best of the Developer's knowledge and belief, the expected cash receipts and disbursements for the forecast period. Accordingly, the forecast reflects its judgement as of May 11, 1999. The assumptions disclosed herein are those that management believes are significant to the forecast. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The purpose of this forecast is to show the amount of funds available for District operations and debt retirement (Schedules 1 and 2).

Note 1: Ad Valorem Taxes

The primary source of revenue for the District will be the collection of ad valorem taxes. Residential property is currently assessed at 9.74% of market values. Market values for residential homes are estimated to be $325,000 for 2000 and are assumed that to inflate at 2% per annum thereafter. No inflation is provided for existing homes.

Property is assumed to be assessed annually as of January 1st. Homes are assumed to be assessed on the next January 1st. The forecast recognizes the related property taxes as revenue in the subsequent year.

The County Treasurer currently charges a 1.5% fee for the collection of property taxes. These charges are reflected in the accompanying forecast as tax collection fees.

The forecast assumes that Specific Ownership Taxes collected on motor vehicle registrations will be 6% of property taxes collected.

The mill levy imposed by District is proposed to equal 8 mills for operating and a minimum of 27 mills for debt service.

Note 2: Development Fees

It is anticipated that the District will impose a development fee in the amount of $4,000 which will be collected on each detached single family equivalent upon the conveyance of a lot. $3,000 of each fee will be pledged for the payment of debt service. $1,000 of each fee will be allocated to the General Fund for operating and administrative expenses. The development fee will not increase over the life of the forecast.

Note 3: Interest Income

Interest income is assumed to be earned at 4% per annum. Interest income is based on the year's beginning cash balance and an estimate of the timing of the receipt of revenues and the outflow of disbursements during the course of the year.

Eagle Shadow Metropolitan District

Summary of Significant Assumptions and Accounting Policies
December 31, 2000 through 2020

Note 4: Bond Assumptions

The financing plan estimates that $1,900,000 of Limited General Obligation Bonds will be issued in 2000. The Series Bonds will be issued in denominations of $5,000 or multiples thereof and carry an interest coupon of 7.5% per annum. Of the total proceeds, $1,629,250 will be available for capital construction. Issuance costs for the Bonds are estimated to be $57,000 and $213,750 will be available for capitalized interest. Schedule 2 reflects a projected debt retirement schedule for the Bonds. The Bonds are secured by a limited mill levy and the development fees discussed in Note 2.

Note 5: Operating and Administrative Expenses

Administrative expenses for legal, accounting, audit, management and maintenance are forecasted to be $50,000 for 2000 and thereafter. No inflation is provided for operating and administrative expenses.

Schedule 1

Eagle Shadow Metropolitan District
Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2020

	Total	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Debt Service Fund											
Beginning cash available	0	0	367,500	457,350	440,983	391,739	373,159	353,706	333,740	313,624	293,732
Revenues:											
Property taxes	2,923,910	0	0	64,101	129,485	160,607	160,607	160,607	160,607	160,607	160,607
Specific ownership taxes	175,435	0	0	3,846	7,769	9,636	9,636	9,636	9,636	9,636	9,636
Development fees	555,000	225,000	225,000	105,000	0	0	0	0	0	0	0
Transfer from Capital Projects	270,750	270,750		0	0	0	0	0	0		
Interest income	100,469		7,350	9,147	8,820	7,835	7,463	7,074	6,675	6,272	5,875
	4,025,563	495,750	232,350	182,094	146,074	178,078	177,707	177,318	176,919	176,516	176,118
Expenditures:											
Debt service	3,752,125	71,250	142,500	197,500	193,375	194,250	194,750	194,875	194,625	194,000	193,000
Issuance costs	57,000	57,000	0		0	0	0	0	0	0	
Tax collection fees	43,859	0	0	962	1,942	2,409	2,409	2,409	2,409	2,409	2,409
	3,852,984	128,250	142,500	198,462	195,317	196,659	197,159	197,284	197,034	196,409	195,409
Ending cash available	172,580	367,500	457,350	440,983	391,739	373,159	353,706	333,740	313,624	293,732	274,441
Mill Levy		27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000

Assessed Valuation and Absorption											
Assessed valuation (000's)											
Beginning				0	2,374	4,796	5,948	5,948	5,948	5,948	5,948
Increase for new construction	5,948			2,374	2,422	1,153	0	0	0	0	0
Ending	5,948	0	0	2,374	4,796	5,948	5,948	5,948	5,948	5,948	5,948
Absorption residential units	185	75	75	35	0	0	0	0	0	0	0

See Summary of Significant Assumptions and Accounting Policies

Schedule 1

Eagle Shadow Metropolitan District
Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2020

	Total	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
General Fund											
Beginning cash available	0	0	25,000	50,500	56,358	47,577	48,257	48,951	49,659	50,381	51,118
Revenues:											
Property taxes	866,344		0	18,993	38,366	47,587	47,587	47,587	47,587	47,587	47,587
Specific ownership taxes	51,981		0	1,140	2,302	2,855	2,855	2,855	2,855	2,855	2,855
Development fees	185,000	75,000	75,000	35,000							
Interest income	20,863	0	500	1,010	1,127	952	965	979	993	1,008	1,022
	1,124,187	75,000	75,500	56,143	41,795	51,394	51,408	51,422	51,436	51,450	51,465
Expenditures:											
Tax collection fees	12,995		0	285	575	714	714	714	714	714	714
Operating and Admin expenses	1,050,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	1,062,995	50,000	50,000	50,285	50,575	50,714	50,714	50,714	50,714	50,714	50,714
Ending cash available	61,192	25,000	50,500	56,358	47,577	48,257	48,951	49,659	50,381	51,118	51,869
Mill Levy		8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000
Capital Projects Fund											
Beginning cash available	0	0	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130
Revenues:											
Bond proceeds	1,900,000	1,900,000							0		
	1,900,000	1,900,000	0	0	0	0	0	0	0	0	0
Expenditures:											
Transfer to Debt Service	270,750	270,750									
Construction	1,625,120	1,625,120								0	0
	1,895,870	1,895,870	0	0	0	0	0	0	0	0	0
Ending cash available	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130

See Summary of Significant Assumptions and Accounting Policies

Schedule 1

Eagle Shadow Metropolitan District
Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2020

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Fund											
Beginning cash available	51,869	52,635	53,416	54,213	55,026	55,856	56,702	57,564	58,444	59,342	60,258
Revenues:											
Property taxes	47,587	47,587	47,587	47,587	47,587	47,587	47,587	47,587	47,587	47,587	47,587
Specific ownership taxes	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855	2,855
Development fees											
Interest income	1,037	1,053	1,068	1,084	1,101	1,117	1,134	1,151	1,169	1,187	1,205
	51,480	51,495	51,511	51,527	51,543	51,560	51,577	51,594	51,611	51,629	51,648
Expenditures:											
Tax collection fees	714	714	714	714	714	714	714	714	714	714	714
Operating and Admin expenses	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	50,714	50,714	50,714	50,714	50,714	50,714	50,714	50,714	50,714	50,714	50,714
Ending cash available	52,635	53,416	54,213	55,026	55,856	56,702	57,564	58,444	59,342	60,258	61,192
Mill Levy	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000	8.000
Capital Projects Fund											
Beginning cash available	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130
Revenues:											
Bond proceeds											
	0	0	0	0	0	0	0	0	0	0	0
Expenditures:											
Transfer to Debt Service											
Construction											
	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130	4,130

See Summary of Significant Assumptions and Accounting Policies

Schedule 1

Eagle Shadow Metropolitan District
Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2020

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Debt Service Fund											
Beginning cash available	274,441	251,139	229,497	204,921	183,104	159,476	134,750	109,655	84,932	61,341	4,652
Revenues:											
Property taxes	160,607	160,607	160,607	160,607	160,607	160,607	160,607	160,607	160,607	160,607	160,607
Specific ownership taxes	9,636	9,636	9,636	9,636	9,636	9,636	9,636	9,636	9,636	9,636	9,636
Development fees		0	0								
Transfer from Capital Projects											
Interest income	5,489	5,023	4,590	4,098	3,662	3,190	2,695	2,193	1,699	1,227	93
	175,733	175,266	174,834	174,342	173,906	173,433	172,939	172,437	171,942	171,471	170,337
Expenditures:											
Debt service	196,625	194,500	197,000	193,750	195,125	195,750	195,625	194,750	193,125	225,750	
Issuance costs											
Tax collection fees	2,409	2,409	2,409	2,409	2,409	2,409	2,409	2,409	2,409	2,409	2,409
	199,034	196,909	199,409	196,159	197,534	198,159	198,034	197,159	195,534	228,159	2,409
Ending cash available	251,139	229,497	204,921	183,104	159,476	134,750	109,655	84,932	61,341	4,652	172,580
Mill Levy	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000

Assessed Valuation and Absorption											
Assessed valuation (000's)											
Beginning	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948
Increase for new construction	0	0	0	0							
Ending	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948	5,948
Absorption residential units	0										

See Summary of Significant Assumptions and Accounting Policies

Eagle Shadow Metropolitan District
Debt Service Schedule - Issue #1
For the Years ended 2000 through 2019

	Principal	Coupon	Interest	Total Payment	Annual Payment	Balance
1999						
2000				0		1,900,000
2000			71,250	71,250	71,250	1,900,000
2001			71,250	71,250		1,900,000
2001			71,250	71,250	142,500	1,900,000
2002			71,250	71,250		1,900,000
2002	55,000	7.50%	71,250	126,250	197,500	1,845,000
2003			69,188	69,188		1,845,000
2003	55,000	7.50%	69,188	124,188	193,375	1,790,000
2004			67,125	67,125		1,790,000
2004	60,000	7.50%	67,125	127,125	194,250	1,730,000
2005			64,875	64,875		1,730,000
2005	65,000	7.50%	64,875	129,875	194,750	1,665,000
2006			62,438	62,438		1,665,000
2006	70,000	7.50%	62,438	132,438	194,875	1,595,000
2007			59,813	59,813		1,595,000
2007	75,000	7.50%	59,813	134,813	194,625	1,520,000
2008			57,000	57,000		1,520,000
2008	80,000	7.50%	57,000	137,000	194,000	1,440,000
2009			54,000	54,000		1,440,000
2009	85,000	7.50%	54,000	139,000	193,000	1,355,000
2010			50,813	50,813		1,355,000
2010	95,000	7.50%	50,813	145,813	196,625	1,260,000
2011			47,250	47,250		1,260,000
2011	100,000	7.50%	47,250	147,250	194,500	1,160,000
2012			43,500	43,500		1,160,000
2012	110,000	7.50%	43,500	153,500	197,000	1,050,000
2013			39,375	39,375		1,050,000
2013	115,000	7.50%	39,375	154,375	193,750	935,000
2014			35,063	35,063		935,000
2014	125,000	7.50%	35,063	160,063	195,125	810,000
2015			30,375	30,375		810,000
2015	135,000	7.50%	30,375	165,375	195,750	675,000
2016			25,313	25,313		675,000
2016	145,000	7.50%	25,313	170,313	195,625	530,000
2017			19,875	19,875		530,000
2017	155,000	7.50%	19,875	174,875	194,750	375,000
2018			14,063	14,063		375,000
2018	165,000	7.50%	14,063	179,063	193,125	210,000
2019			7,875	7,875		210,000
2019	210,000	7.50%	7,875	217,875	225,750	0
	1,900,000		1,852,125	3,752,125	3,752,125	

See Summary of Significant Assumptions and Accounting Policies

Eagle Shadow Metropolitan District
Analysis for Determination of Subsequent Debt per Acre of Included Property
Inclusion Formula

The financing plan demonstrates the ability of the District to support $1,900,000 on 289 acres. This equates to $6,574 per acre ($1,900,000 divided by 289). Therefore for each acre included, the District will support an additional $6,574 of debt given the assumptions below.

Acres Included	Debt Supported
1.00	6,574
10.00	65,740
38.03	250,009
100.00	657,400
200.00	1,314,800

Assumptions:

Number of homes per acre in the included property is assumed to be .64 (289 acres divided by 185 homes)
The market value of an included home is assumed to be $325,000
Residential property is assumed to be assessed at 9.74% of market values
The mill levy for debt service is assumed to be 27 mills
A development fee of $3,000 per residential unit will be available for debt service
The coupon rate on the new bond issue will not exceed 7.5%

EXHIBIT E-2

Mill Levies of Overlapping Entities

EXHIBIT E-2

Overlapping mill levy for the proposed Eagle Shadow Metropolitan District No. 1

School District No. 27	51.806
Adams County Library	1.335
West Adams Fire Protection District	8.600
Urban Drainage & Flood Control	0.676
Urban Drainage South Platte	0.080
Adams County	26.168
Eagle Shadow Metropolitan District No. 1	35.000
TOTAL	123.665

W:\Clients\406 Equinox Group\EagleShadow\Eagle Shadow overlapping mill levy.wpd

EXHIBIT E-3

List of Indebtedness of Overlapping Entities

EXHIBIT E-3

OUTSTANDING GENERAL OBLIGATION DEBT FOR CITIES, COUNTIES, AND SPECIAL DISTRICT WITHIN WHICH THE PROPOSE DISTRICT WILL BE INCLUDED

Adams County	$0.00
School District 27J	$1,558,525.00
West Adams FPD	$1,510,000.00 *

*(only $770,855 overlaps Adams County)

W:\Clients\406 Equinox Group\obligations debts for cities, counties, etc.wpd

EXHIBIT E-4

List of Mill Levies for Districts in Region

EXHIBIT E-4

Overlapping mill levies for Districts supplying similar services for a similar market located in the region

Wright Farms Metropolitan District	1999
School District No. 12	68.939
Adams County Library	1.335
Adams County	26.168
Wright Farms Metropolitan District	23.000
Urban Drainage & Flood Control	.676
Urban Drainage South Platte	.080
West Adams Fire District No. 1	8.600
TOTAL	128.798

Hi-Land Acres Water and Sanitation District (Tax Area Code 295)	
School District No. 27	51.806
Adams County	26.168
Brighton Fire Protection District	5.005
Hi-Land Acres Water and Sanitation District	5.221
Urban Drainage and Flood Control	.676
Urban Drainage and Flood Control South Platte	.080
RTD	.000
Adams County Library	1.335
TOTAL	90.291

Bromley Park Metropolitan District No. 1
(Tax Area Code 304)

(Mill levy depends on location of parcel. There are four separate tax areas withing Bromley Park Metropolitan District No. 1)

City of Brighton	8.861
School District No. 27	51.806
Adams County Library	1.335
Brighton Fire Protection District No. 6	5.005
Central Colorado Water Conservancy District	1.144
Central Colorado Ground Water District	0.000
Bromley Park Metropolitan No. 1	38.000
Urban Drainage	.676
Urban Drainage - South Platte	.080
RTD	.000
Adams County	26.168
TOTAL	133.075

Hunters Glen
Schedule # 157326303056
13015 Emerson

Adams County	26.168
Adams County Schools	68.939
Adams County Library	1.335
Northern Metro	25.000
City of Thornton	10.210
Urban Drainage	.676
Urban Drainage South Platte	.080
TOTAL	132.408

Todd Creek Farms

School District No. 27	51.806
Adams County Library	1.335
Brighton Fire Protection District	5.005
Urban Drainage and Flood Control	0.676
Urban Drainage South Platte	0.080
Adams County	26.168
Todd Creek Farms Metropolitan District No. 2	30.000
TOTAL	115.070

FIRST AMENDMENT TO SERVICE PLAN

EAGLE SHADOW METROPOLITAN DISTRICT No. 1

ADAMS COUNTY, COLORADO

Prepared by

BOARD OF DIRECTORS
EAGLE SHADOW METROPOLITAN DISTRICT No. 1

MURRAY DAHL KUECHENMEISTER
& RENAUD LLP
2401 15th Street
Denver, Colorado

As submitted to the County of Adams
January 27, 2006

LIST OF EXHIBITS

EXHIBIT A – Service Plan

EXHIBIT B -- Map of District

EXHIBIT C – District Legal Description

EXHIBIT E-1 (to Service Plan) – Financing Plan

PART I

Background, Basis for First Amendment

Eagle Shadow Metropolitan District No. 1 (the "District") was organized in 1999 pursuant to a service plan approved by the Board of County Commissioners of Adams County, which granted the District legal authorization to furnish street, safety protection, park and recreation, transportation and other services and facilities permitted by state law for metropolitan districts (the "Service Plan"). A copy of the text of the Service Plan is attached as ***Exhibit A***.

The area of the District originally consisted of approximately 289 acres located in the North one-half of Section 5, Township 1 South, Range 67 West of the 6th P.M. in Adams County. The maximum amount of general obligation debt the District would issue was initially set at $1,900,000 based upon the 289 acres then within its legal boundaries. However, it was contemplated from the outset that the District would include additional areas within its legal boundaries, and the Service Plan provided for the general obligation debt limitation to be increased as additional areas were included into the District. The analysis attached to the original Financial Plan demonstrated that for every 38.03 acres of property subsequently included into the District, it would have the ability to support the payment of an additional $250,000 in general obligation bonds (the "Inclusion Formula"). Anticipating significant inclusions, the Service Plan permitted the District to vote authorization for up to $30,000,000 in general obligation bonds, with its ability to utilize this authority for future debt limited by the Inclusion Formula. *See,* Service Plan pp. 15-16.

Since the District was organized, its area has increased to approximately 1,377 acres, and its assessed valuation has grown to $12,727,330 in 2005. Its current boundaries are shown on the Map attached hereto as ***Exhibit B***. A legal description of the area of the District as of the date of this First Amendment to Service plan is attached as ***Exhibit C***. Based upon the additional included area,

the District is presently authorized by the Inclusion Formula to issue up to approximately $9,052,000 in general obligation debt. The total general obligation debt presently issued by the District and outstanding is $8,900,000, as represented by the $8,900,000 Eagle Shadow Metropolitan District No. 1, Adams County, Colorado, General Obligation Bonds (Limited Tax Convertible to Unlimited Tax), Series 2005A (the "Series 2005A Bonds"), which were issued on February 16, 2005. Approximately $6,113,750 of the Series 2005A Bond proceeds were used to refund bonds previously issued by the District. Approximately $2,250,000[1] of the Series 2005A Bonds, and approximately $63,000 remaining in the District's Capital Projects Fund (total: approximately $2,313,000) are presently available for expenditure on capital improvements which the District desires to construct in 2006 and subsequent years to support the proposed absorptions of development as projected in the Financial Plan.

The costs of those improvements are currently estimated at approximately $4,455,000. In order to raise the balance of those funds, pay issuance costs and fund necessary reserves, the District estimates that it must issue additional general obligation bonds in the amount of approximately $2,505,000. In order to accommodate that and an additional safety margin, the District requires Service Plan authority for an aggregate general obligation debt limit of $14,000,000, including the Series 2005A Bonds, outstanding at any single time. The primary purpose of this First Amendment to Service Plan is to increase the limitation on aggregate outstanding general obligation debt to that amount, and to provide that that limit may be increased in the reasonable discretion of the Board of County Commissioners without such action being deemed a material modification of the Service Plan.

---

[1] $815,000 of this is subject to escrow pending approval of plats for the Bartley and Shook areas of the District. *See*, Note 4, Financial Plan (Exhibit E-1).

Additionally, in order to avail the District of the flexibility granted to issuers of public securities by the Supplemental Public Securities Act, §§11-57-201 *et seq.*, C.R.S., enacted by the Colorado General Assembly in 2000, this First Amendment to Service Plan also increases the 20-year maximum maturity limitation on general obligation bonds issued by the District to thirty (30) years.

This First Amendment to Service Plan does NOT affect the Mill Levy Cap established in the Service Plan, authorize any additional powers or services to the District, alter any design or construction standards required or imposed by the Service Plan, or effect any other material modification of the Service Plan. It is limited expressly to the following:

(i) Increase the limit on general obligation debt to $14,000,000, and

(ii) Change the limitation on maximum maturity of District general obligation debt from 20 years to thirty (30 years.

PART II
Text of Amendments

The section of the Service Plan entitled FINANCIAL PLAN/PROPOSED INDEBTEDNESS, beginning at the top of page 15 of the Service Plan, is amended to read in its entirety as set forth below, and ***Exhibit E-1*** attached hereto and incorporated herein by reference is substituted for Exhibit E-1 attached to the Service Plan as originally approved:

FINANCIAL PLAN/PROPOSED INDEBTEDNESS

The Financial Plan attached as ***Exhibit E-1*** shows how the Improvements are to be financed including the estimated costs of engineering services, legal services, administrative services, proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the design, construction and installation of the

Improvements, and the operation of the District. It demonstrates the issuance of the debt and the anticipated repayment based on the projected development in the District as presently constituted. The Financial Plan also demonstrates that, at various projected levels of development, the District has the ability to finance the Improvements, and will be capable of discharging the proposed indebtedness on a reasonable basis. As property in the District is developed, the District's ability to repay additional general obligation bonds will increase, based on projections for the included area.

A. General. In order to support absorptions of development as projected in the Financial Plan, the District may in 2006 and subsequent years design, construct and install certain street, safety protection, and park and recreation facilities (the "Improvements").[2] The Improvements will be primarily financed by the issuance of general obligation bonds, secured by the ad valorem taxing authority of the District with limitations as discussed below. Pursuant to authority granted by the Service Plan as originally approved, the District has issued $8,900,000 in general obligation debt. In order to fund the Improvements, pay issuance costs and fund necessary reserves, the District estimates that it needs to issue additional general obligation debt in the approximate amount of $2,505,000.[3]

Unless otherwise approved in writing by the Board of County Commissioners, which approval shall not be unreasonably withheld, delayed or conditioned, the District's general obligation debt shall be subject to an aggregate limit of fourteen million dollars ($14,000,000) outstanding at any single time. This limitation is established based upon current financial market conditions, current projections of needed improvements, and current construction costs generally. District requests for increase in the general obligation debt

---

[2] Streets, sidewalks, curbs, gutters and associated drainage improvements, traffic safety protection facilities and devices such as signals, signage, striping, area identification, driver information, directional signs, and street lighting, landscaping and streetscape features, monumentation and entryway features

[3] The Financial Plan refers to this additional debt as the "Series 2006 Bonds."

limitation based upon changes in these and other relevant and appropriate factors shall be given favorable consideration. No such change approved in writing by the Board of County Commissioners shall be deemed a material modification of the Service Plan. Nothing in this paragraph shall limit the authority of the District to refund or refinance its general obligation debt at a lower rate of interest.

The maximum maturity limitation on general obligation bonds issued by the District shall not exceed thirty (30) years.

B. Mill Levy. The District will have a mill levy assessed on all taxable property in the District as a primary source of revenue for repayment of debt service and for operations and maintenance. Although the mill levy may vary depending upon the elected board's decision to fund the projects contemplated in this Service Plan, it is estimated that a mill levy of forty-three (43) mills will produce revenue sufficient to support the operations and maintenance and debt retirement throughout the bond repayment period. In addition, the District may capitalize interest to permit payment of interest during the time lapse between development of taxable properties and the collection of tax levies therefrom. Interest income through the reinvestment of construction funds, capitalized interest and annual tax receipts will provide additional funds. These revenue sources should be sufficient to retire the proposed indebtedness if growth occurs as projected; otherwise, increases in the mill levy and/or the imposition of rates, tolls, fees and charges may be necessary.

For purposes of this Section, "Debt to Assessed Valuation" shall mean the ratio of (i) the District's total outstanding unlimited general obligation debt, including the bonds proposed to be issued, to (ii) the District's assessed valuation, and "Mill Levy Cap" shall mean that the mill levy pledged for repayment of the bonds will not exceed 50 mills (adjusted to take into account legislative or constitutionally imposed adjustments in assessed values or the method of their calculation). In the event that the Debt to Assessed Valuation is 50% or greater, general

obligation bonds may only be issued if the District's obligation to impose a mill levy sufficient to pay the debt is subject to the Mill Levy Cap. In the event that the Debt to Assessed Valuation is less than 50%, bonds may be issued without limitation as to the District's obligation to impose a mill levy sufficient to pay the debt.

The Financial Plan reflects the amount of bonds sold and to be sold to finance the completion, construction, acquisition and/or installation of the Improvements, including all costs and expenses related to the anticipated bond issuances. The amount of bonds sold will be based upon the final engineering estimates and/or actual construction contracts. Costs of issuance, including legal fees, and funding of reserves, are to be paid from the proceeds of each bond issue. The interest rates as set forth in the Financial Plan are based upon the advice of Piper Jaffray & Co., and upon the District's actual experience with the Series 2005A Bonds.

The Financial Plan projects the anticipated flow of funds and is based upon estimates of construction and project needs for bond proceeds to finance the Improvements. The District's engineer has evaluated the timing and cost estimate of the Improvements which are necessary to support the proposed absorptions of development as projected in the Financial Plan and has concurred with the assumptions. The Financial Plan sets forth the most reasonable estimate of growth within the District and allows the Board of Directors a measure of flexibility such that the District need not incur debt in excess of what it needs to meet a growing population's demands for facilities and services.

C. Projections of Assessed Valuation. For purposes of developing the Financial Plan set forth herein, it was assumed that residential units within the District would be developed and assessed at various percentages depending upon the year of construction. It is also assumed that the assessed valuation will be realized one year after construction and that tax collections will be realized two years after initial construction.

D. Operations. Annual administrative, operational and maintenance expenses

are estimated as shown in the Financial Plan. In years 2006 through 2035, the Financial Plan projects that a levy of five (5) mills would be sufficient to meet these expenses, together with collection of a portion of development fees. If necessary, however, the District reserves the right to supplement these revenues with additional revenue sources as permitted by law. The District shall not use bond proceeds for the payment of operations and maintenance expenses. However, the District shall have the authority to repay the Developer for amounts advanced for operations and maintenance expenses and to seek electorate approval for such obligation to be deemed a multi-year fiscal obligation, provided such obligation shall be subordinate to the District's general obligation bonds issued for capital improvements.

The Mill Levy Cap provided herein for repayment of the bonds does not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. However, there are statutory and constitutional limits on the District's ability to increase its mill levy for provision of operation and maintenance services without an election. The maintenance of landscape areas, streetscape areas and park and recreation areas will need to be sustained by the property owners within the boundaries of the District or by the same property owners through a land owners association or another special district. The property owners will determine whether it is in their best interests to maintain such improvements through the District, a land owners association or another special district in the future.

The County shall not be held liable for any of the District's obligations as set forth in this Service Plan.

PART III
Conclusion

Insofar as relevant to the modifications to the Service Plan proposed hereby, as required by Section 32-1-203(2), C.R.S., this first Amendment to Service Plan establishes that:

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

b. The area included in the District has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis;

c. The ongoing existence of the District is in the best interests of the area proposed to be served.

Therefore, it is requested that the Board of County Commissioners adopt a resolution approving this First Amendment to Service Plan as submitted.

EXHIBIT A
Original Service Plan Text

SERVICE PLAN

FOR

EAGLE SHADOW

METROPOLITAN DISTRICT NO. 1

(COUNTY OF ADAMS, COLORADO)

Submittal Date: August 26, 1999

Approval Date: September 20, 1999

Prepared by:

McGEADY SISNEROS, P.C.
1675 BROADWAY, SUITE 2100
DENVER, COLORADO 80202
(303) 592-4380

ACKLAM ASSOCIATES, INC.
P.O. BOX 795
1001 E. BRIDGE
BRIGHTON, COLORADO 80601
(303) 659-8546

J.W. SIMMONS & ASSOCIATES, P.C.
5670 GREENWOOD PLAZA BLVD.
SUITE 505
TRIAD BUILDING WEST
ENGLEWOOD, COLORADO 80111
(303) 689-0833

SPECIAL DISTRICT MANAGEMENT SERVICES
141 UNION BOULEVARD
SUITE 150
LAKEWOOD, COLORADO 80228
(303) 987-0835

TABLE OF CONTENTS

LIST OF EXHIBITS

SERVICE PLAN FOR THE PROPOSED

EAGLE SHADOW

METROPOLITAN DISTRICT NO. 1

INTRODUCTION

Pursuant to the requirements of the Special District Control Act, Section 32-1-201, et seq., Colorado Revised Statutes, this Service Plan consists of a financial analysis and an engineering plan showing how the proposed facilities and services of the proposed Eagle Shadow Metropolitan District No. 1 ("District") will be provided and financed. The following items are included in this Service Plan:

1. A description of the proposed services;

2. A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the District;

3. A preliminary engineering or architectural survey showing how the proposed services are to be provided;

4. A map of the proposed District boundaries and an estimate of the population and valuation for assessment of the proposed District;

5. 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 proposed District are compatible with facility and service standards of Adams County, Colorado ("County") and of any municipalities and special districts which are interested parties pursuant to Section 32-1-204(l), Colorado Revised Statutes;

6. A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the proposed District; and

7. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed District and such other political subdivision, and if applicable a form of the agreement is attached hereto.

PURPOSE OF THE DISTRICT

Services will be provided to the approximately 289-acre Eagle Shadow development (the "Development") by a metropolitan district that will be created pursuant to Section 32-1-101, et seq., C.R.S. The district will be named Eagle Shadow Metropolitan District No. 1 ("the District"). The District will provide the following: (1) street improvements, (2) parks and recreation, (3) safety protection, (4) transportation, (5) mosquito control, (6) water service to property within its boundaries, (7) sanitary sewer services to property within its boundaries and any other services that may be provided by a metropolitan district within and without the District's boundaries as will be determined by the District's Board of Directors to be in the best interest of the District.

The major purpose of the District is to finance and construct public improvements and to dedicate, when appropriate, such public improvements to the County or to such other entity as appropriate for the use and benefit of the District's taxpayers.

The District is expected to finance the construction of improvements and provide such other services as are described in this Service Plan.

PROPOSED DISTRICT BOUNDARIES/MAPS

The area to be initially served by the proposed District is located in the County generally north of State Highway 7, south of 168th Avenue, east of Holly Street and west of Quebec Street. The total area to be initially included in the proposed District is approximately 289 acres (the "Initial District Boundaries"). A legal description of the Initial District Boundaries is attached hereto as Exhibit A. A map of the Initial District Boundaries and vicinity of the District is attached as Exhibit B-1. See Exhibits B-2 through B-4 for a map showing the zoning; the location of other special districts, municipalities and counties within a three mile radius of the proposed District; a list of services provided by the other entities and a list of property owners. It is anticipated that as property is acquired and/or processed for development, it will be included in the boundaries of the proposed District.

PROPOSED LAND USE/POPULATION PROJECTIONS

At present, the Development is zoned A-1 by the County, which allows for a maximum of 185 single-family residential uses. The Development is now vacant and is not presently served with the facilities and/or services proposed to be provided by the proposed District, nor does the County nor any other special district have any plans to provide such services within a reasonable time and on a comparable basis. It is anticipated that the property within the proposed District would be utilized for residential uses. At an estimated three (3) persons per residence, this would result in a peak daytime population estimate of 555 persons based upon

current zoning for the Development. In order to facilitate the development of the properties within the District as planned, organized provision of facilities and services proposed to be provided by the proposed District will be necessary.

It is anticipated that the District's boundaries will change from time to time as it undergoes inclusions and exclusions pursuant to parts 4 and 5 of Article 1, Title 32, C.R.S. In the event the District proposes to expand its boundaries or service area, it shall provide forty-five (45) days prior written notice of such expansion to the Board of County Commissioners. In the event the County provides no written response to the forty-five (45) day notice, the District shall proceed with the expansion. In the event the County objects in writing within the forty-five (45) day period, the District shall proceed only with the written consent of the County. The form of written consent shall be determined by the Board of County Commissioners.

DESCRIPTION OF PROPOSED SERVICES

The following paragraphs provide a description of the proposed services to be provided by the District.

A. Types of Improvements.

The District plans to provide for the design, acquisition, construction, installation, and financing of certain street, safety protection, park and recreation, transportation, mosquito

control, water and sanitation improvements and services within and without the boundaries of the District. This Service Plan describes with specificity those improvements anticipated for construction within the Initial District Boundaries ("Initial Improvements"). The Initial Improvements will benefit the Development. A general description of the Initial Improvements follows this paragraph, and Exhibit C lists the Initial Improvements planned to be provided relating to each type, the phasing of construction of such facilities, and the costs in current dollars. An explanation of the methods, basis, and/or assumptions used to prepare the above estimates is also included in Exhibit C. The Initial Improvements generally depicted and described in Exhibit D have been presented for illustration only, and the exact design, subphasing of construction and location of the Initial Improvements will be determined at the time of platting and such decisions shall not be considered to be a material modification of the Service Plan.

1. Streets. The proposed District shall have the power to provide for the acquisition, construction, completion, installation and/or operation and maintenance of street improvements, including curbs, gutters, culverts, and other drainage facilities, sidewalks, bike paths and pedestrian ways, bridges, overpasses, interchanges, median islands, paving, lighting, grading, landscaping and irrigation, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the proposed District. It is anticipated that, following acceptance by the County, the County will maintain the streets within the District. The District may supplement the County's maintenance as it deems necessary or desirable to benefit its

taxpayers and service users. Following acceptance, the street improvements will be owned, operated and maintained by the County.

All streetscaping improvements will be maintained by the District, or an association of landowners within the Development, or both.

2. Safety Protection. The proposed District shall have the power to provide for the acquisition, construction, completion, installation and/or operation and maintenance of facilities and/or services for a system of traffic and safety controls and devices on streets and highways, including signalization, signing and striping, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the proposed District. Following acceptance, all safety protection improvements will be transferred to the County for ownership and maintenance.

3. Park and Recreation. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of parks and recreational facilities and programs including, but not limited to, parks, bike paths and pedestrian ways, open space, landscaping, cultural activities, community recreational centers, water bodies, irrigation facilities, and other active and passive recreational facilities and programs, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District.

All such parks and recreational facilities will be owned and maintained by the District or an association of landowners within the Property.

4. Transportation. The proposed District shall have the power for the design, acquisition, construction, completion, installation, operation and maintenance of a system to transport the public by bus, rail, or any other means of conveyance, or combination thereof, or pursuant to contract, including park and ride facilities and parking lots, and all necessary, incidental and appurtenant facilities, land and easements, together with all necessary extensions of and improvements to said facilities of systems within and without the boundaries of the District.

5. Mosquito Control. The proposed District shall have the power to provide for the eradication and control of mosquitoes, including but not limited to elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control.

6. Water. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of a complete potable and nonpotable water supply, purification, storage, transmission and distribution system, which may include, but shall not be limited to, wells, water pumps, purification plants, pump stations, transmission lines, distribution mains and laterals, fire hydrants, irrigation facilities, storage facilities, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within and without the

boundaries of the proposed District. The water supply system will supply the water needs for the entire Development and future inclusion areas.

It is anticipated that water will be provided to the development by Todd Creek Farms Metropolitan District No. 1 pursuant to an intergovernmental agreement.

7. Sanitation. The proposed District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of a complete sanitary sewage collection, treatment, transmission, and disposal system which may include, but shall not be limited to, treatment plants, collection mains and laterals, lift stations, transmission lines, sludge handling and disposal facilities, and/or storm sewer, flood and surface drainage facilities and systems, including detention/retention ponds and associated irrigation facilities, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said system within and without the boundaries of the proposed District. The sanitary sewer system will be designed to adequately serve the entire Development area and the Future Service Areas.

It is anticipated that sanitary sewer service will be provided by Todd Creek Farms Metropolitan District No. 1 pursuant to an intergovernmental agreement.

8. Fire Protection. The Property and the Development are wholly within the boundaries of the West Adams Fire Protection District No. 1 ("West Adams") and through an

arrangement with West Adams, the North Metro Fire Rescue Authority will provide fire and emergency services to the Property. The District shall not have any powers to provide fire protection or emergency response services. The Development will obtain its fire protection and emergency response services from the North Metro Fire Rescue Authority and/or West Adams Fire Protection District No. 1.

9. Other Powers.

In addition to the enumerated powers, the Board of Directors of the District shall also have the following authority:

(A) Plan Amendments. To amend the Service Plan as needed, subject to the appropriate statutory procedures, and to utilize, as appropriate, the forty-five (45) day notice provision set forth in Section 32-1-207, C.R.S.

(B) Phasing, Deferral. Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities, to better accommodate the pace of growth, resource availability, and potential inclusions of property within the District.

(C) Additional Services. Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

B. Standards of Construction/Statement of Compatibility.

1. All streets and safety protection facilities to be dedicated to the County will be constructed in accordance with the standards and specifications of the County.

2. All storm sewers and facilities will be constructed in accordance with the standards and specifications of the County, the Urban Drainage and Flood Control District and other local jurisdictions, as appropriate.

3. All parks and recreational facilities and/or services will be constructed in accordance with engineering and design requirements appropriate for the surrounding terrain, and shall not be incompatible with standards of the County, or other local public entities, as appropriate.

4. All transportation facilities and/or services will be provided in accordance the standards and specifications of the County, if any, or other local public entities, as appropriate.

5. All mosquito eradication and control facilities will be designed, constructed, maintained and operated in accordance with the standards and specifications of the Colorado Department of Health, the County, if any, or other jurisdictions, as appropriate.

6. All water system improvements will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, Todd Creek Farms Metropolitan District No. 1 and any other jurisdiction, as appropriate.

7. The sanitary sewer treatment and/or collection facilities will be designed, constructed and maintained in accordance with the standards of Colorado Department of Health, Todd Creek Farms Metropolitan District No. 1 and any other applicable local, state or federal rules and regulations.

Based on an analysis of jurisdictions which are interested parties in the Service Plan proceedings as defined in the Colorado Revised Statutes, the proposed District's Engineers have determined that the standards by which the facilities are to be constructed are compatible with the facilities of such other jurisdictions.

C. Facilities to be Constructed and/or Acquired.

The District proposes to provide and/or acquire the Initial Improvements and the improvements necessary for future included properties. A general description and preliminary engineering survey, as appropriate, of the Initial Improvements are shown on Exhibit D.

ASSESSED VALUATION

The property within the Initial District Boundaries has an assessed valuation as of January 1998 of approximately Twenty One Thousand Seven Hundred Dollars ($21,700). The projected build-out for the Initial District Boundaries is set forth in the Financial Plan set forth in Exhibit E-1 through E-4. At build-out, the assessed valuation of the property within the Initial District Boundaries is expected to be Five Million Nine Hundred Forty-Eight Thousand Dollars ($5,948,000).

ESTIMATED COSTS OF FACILITIES

The estimated costs of the Initial Improvements are set forth in Exhibit C attached hereto. Exhibit D includes a facility map and preliminary drawings for the Initial Improvements.

OPERATION AND MAINTENANCE/ESTIMATED COSTS

Subject to the applicable warranty, the proposed District intends to dedicate certain facilities constructed or acquired, to the appropriate jurisdiction for operations and maintenance. Facilities completed by the District or others within its boundaries may be owned, operated and/or maintained by the proposed District, pursuant to approvals being obtained from the appropriate jurisdiction(s). Estimated costs for operation and maintenance functions are shown on the Financial Plan. The District may impose a system of fees, rates, tolls, penalties or charges in connection with its provision of services. The estimated revenues from such fees, rates, tolls,

penalties, or charges are reflected in the Financial Plan, below. The earliest the District will be organized will be December, 1999, therefore, the Financial Plan assumes no operating expenses or debt will be incurred until 2000. The Financial Plan assumes the District will incur approximately Fifty Thousand Dollars ($50,000) per year in operating and administrative expenses.

It is anticipated that the proposed District and Todd Creek Farms Metropolitan District No. 1 will enter into a Regional Facilities Agreement which will set forth the rights and responsibilities of each District regarding the financing, operation, construction, ownership and maintenance of facilities needed to serve the property within the boundaries of the proposed District. The proposed District may also enter into other intergovernmental agreements ("IGA") as necessary to provide services to and for the property within the proposed District. To the extent necessary to comply with statutory and/or Constitutional requirements for approval of debt or long-term financial obligations, the approval of the District's electorate will be obtained on the terms of any IGA. The District shall have the authority to obtain the required voter authorization in order to exercise its rights and obligations under such agreements and to enter into the IGAs without further approval of the County.

FINANCIAL PLAN/PROPOSED INDEBTEDNESS

The Financial Plan shows how the Initial Improvements are to be financed including the estimated costs of engineering services, legal services, administrative services, proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and operation of the proposed District. It demonstrates the issuance of the debt and the anticipated repayment based on the projected development in the Initial District Boundaries. The Financial Plan also demonstrates that, at various projected levels of development, the proposed District has the ability to finance the Initial Improvements, and will be capable of discharging the proposed indebtedness on a reasonable basis. As property is included in the boundaries of the District, the District's needs for additional moneys to fund necessary facilities will increase as will its ability to repay additional general obligation bonds based on projections for the included area.

A. General. The provision of facilities by the proposed District will be primarily financed by the issuance of general obligation bonds, secured by the ad valorem taxing authority of the proposed District with limitations as discussed below. It is anticipated that property will be included within the District in phases as the land is acquired for development. The District, upon organization, will contain approximately 289 acres within its boundaries and will initially issue a maximum of One Million Nine Hundred Thousand Dollars ($1,900,000) in general obligation bonds ("Initial Debt"). The Financial Plan demonstrates the issuance of the Initial Debt and the anticipated repayment based on the projected development in the Initial District Boundaries. As demonstrated by the Analysis attached to the Financial Plan, for every

38.03 acres of property subsequently included within the District's boundaries, the District will have the ability to support the payment of an additional Two Hundred and Fifty Thousand Dollars ($250,000) in general obligation bonds ("Inclusion Formula"). It is anticipated that the first bond issue will occur in 2000. The District shall have the authority to obtain voter authority for the incurrence of the Initial Debt and future debt in the total amount of Thirty Million Dollars ($30,000,000) with its ability to utilize this authority for future debt limited to the following: for every 38.03 acres of property subsequently included within the District's boundaries, the District will have the authority and ability to support the payment of an additional Two Hundred and Fifty Thousand Dollars ($250,000) in general obligation bonds.

Pursuant to Section 32-1-1101, C.R.S., bonds would mature not more than twenty years from the date of issuance, with the first maturity being not later than three years from the date of their issuance. The proposed maximum voted interest rate is estimated at eighteen percent (18%) and the maximum underwriting discount at five percent (5%). The exact interest rates and discounts will be determined at the time the bonds are sold by the proposed District, and will reflect market conditions at the time of sale. The proposed District may also issue notes, certificates, debentures or other evidences of indebtedness long-term contracts, subject to the limitations set forth herein.

The amount to be voted exceeds the amount of bonds anticipated to be sold as shown in the Financial Plan, to allow for the inclusion of additional properties within the District's boundaries, unforeseen contingencies and increases in construction costs due to inflation, and to

cover all issuance costs, including capitalized interest, reserve funds, discounts, legal fees and other incidental costs of issuance.

B. Mill Levy. The proposed District will have a mill levy assessed on all taxable property in the proposed District as a primary source of revenue for repayment of debt service and for operations and maintenance. Although the mill levy may vary depending upon the elected board's decision to fund the projects contemplated in this Service Plan, it is estimated that a mill levy of thirty-five (35) mills will produce revenue sufficient to support the operations and maintenance and debt retirement throughout the bond repayment period. In addition, the proposed District may capitalize interest to permit payment of interest during the time lapse between development of taxable properties and the collection of tax levies therefrom. Interest income through the reinvestment of construction funds, capitalized interest and annual tax receipts will provide additional funds. These revenue sources should be sufficient to retire the proposed indebtedness if growth occurs as projected; otherwise, increases in the mill levy and/or the imposition of rates, tolls, fees and charges may be necessary.

For purposes of this Section "Debt to Assessed Valuation" shall mean the ratio of (i) the District's total outstanding unlimited general obligation debt, including the bonds proposed to be issued, to (ii) the District's assessed valuation and "Mill Levy Cap" shall mean that the mill levy pledged for repayment of the bonds will not exceed 50 mills (adjusted to take into account legislative or constitutionally imposed adjustments in assessed values or the method of their calculation). In the event that the Debt to Assessed Valuation is 50% or greater, general obligation bonds may only be issued if the District's obligation to impose a mill levy sufficient to

pay the debt is subject to the Mill Levy Cap. In the event that the Debt to Assessed Valuation is less than 50%, bonds may be issued without limitation as to the District's obligation to impose a mill levy sufficient to pay the debt.

The Financial Plan reflects the amount of bonds to be sold to finance the completion, construction, acquisition and/or installation of the Initial Improvements, including all costs and expenses related to the anticipated bond issuances. The amount of bonds sold will be based upon the final engineering estimates and/or actual construction contracts. Organizational costs, including legal fees, and capitalized engineering costs, are to be paid from the proceeds of the each bond issue. The interest rates as set forth in the Financial Plan are based upon the advice of Kirkpatrick Pettis.

The Financial Plan projects the anticipated flow of funds and is based upon estimates of construction and project needs for bond proceeds to finance the proposed District's Initial Improvements. The District's engineer has evaluated the timing and cost estimate of the Initial Improvements which are necessary to support the proposed absorptions of development as projected in the Financial Plan and has concurred with the assumptions. The Financial Plan sets forth the most reasonable estimate of growth within the Initial District Boundaries and allows the Board of Directors a measure of flexibility such that the proposed District need not incur debt in excess of what it needs to meet a growing population's demands for facilities and services.

C. Projections of Assessed Valuation. For purposes of developing the Financial Plan set forth herein, it was assumed that residential units within the proposed District would be

developed and assessed at various percentages depending upon the year of construction. It is also assumed that the assessed valuation will be realized one year after construction and that tax collections will be realized two years after initial construction.

D. Operations. Annual administrative, operational and maintenance expenses are estimated as shown in the Financial Plan. In years 2000 through 2020, the Financial Plan projects that a levy of eight (8) mills would be sufficient to meet these expenses, together with collection of a portion of development fees. If necessary, however, the proposed District reserves the right to supplement these revenues with additional revenue sources as permitted by law. The District shall not use bond proceeds for the payment of operations and maintenance expenses. However, the District shall have the authority to repay the Developer for amounts advanced for operations and maintenance expenses and to seek electorate approval for such obligation to be deemed a multi-year fiscal obligation, provided such obligation shall be subordinate to the District's general obligation bonds issued for capital improvements.

The mill levy cap proposed herein for repayment of the bonds does not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. However, there are statutory and constitutional limits on the District's ability to increase its mill levy for provision of operation and maintenance services without an election. The maintenance of landscape areas, streetscape areas and park and recreation areas will need to be sustained by the property owners within the boundaries of the District or by the same property owners through a land owners association. Through the election

process, it will be determined whether the property owners would prefer to maintain such improvements through the District or a land owners association in the future.

The County shall not be held liable for any of the District's obligations as set forth in this Service Plan.

CONCLUSION

It is submitted that this Service Plan for the proposed Eagle Shadow Metropolitan District No. 1 establishes that:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

(b) The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

(c) The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries;

(d) The area to be included in the proposed District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

(e) Adequate service is not, and 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;

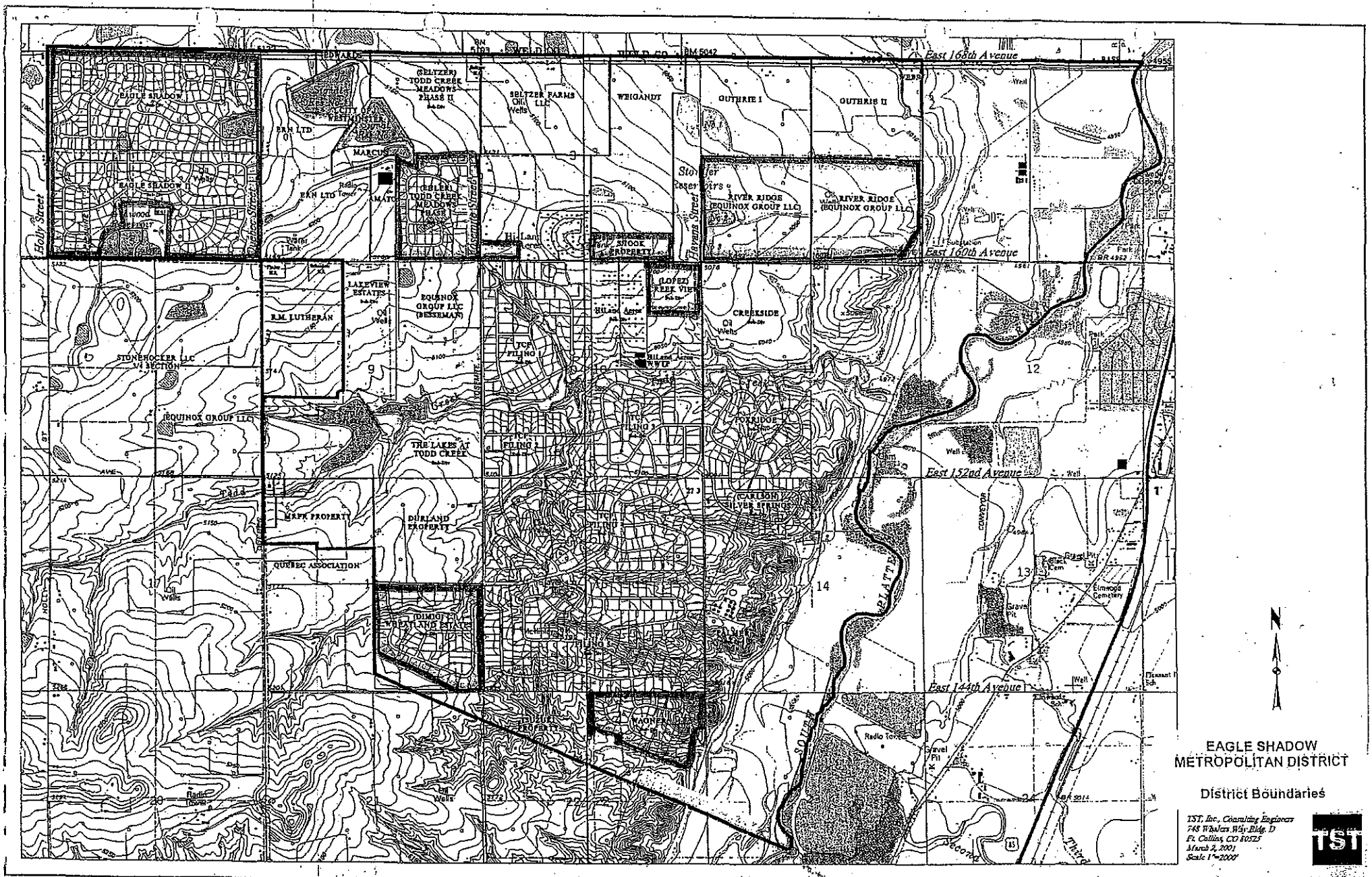
(f) The facility and service standards of the proposed District are compatible with the facility and service standards of the County within which the proposed special district is to be located and each municipality which is an interested party under Section 32-1-204(l), Colorado Revised Statutes;

(g) The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-106, C.R.S.; and

(h) The proposal will be in compliance with the regional clean water plan in accordance with state requirements; and

(i) The creation of the proposed District is in the best interests of the area proposed to be served.

EXHIBIT B
Map of District



EAGLE SHADOW
METROPOLITAN DISTRICT

District Boundaries

TST, Inc., Consulting Engineers
748 Whalers Way, Bldg. D
Ft. Collins, CO 80525
March 2, 2001
Scale 1"=2000'

TST

EXHIBIT C
Legal Description of Area of District

DESCRIPTION OF BOUNDARIES[1]
EAGLE SHADOW METROPOLITAN DISTRICT No. 1

All parcels are located in Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado.

Section 2:

Parcels included by Order of Inclusion recorded November 15, 2002 as Reception No. C1053863, Adams County Records:

The Southeast ¼ of Section 2, Township 1 South, Range 67 West of the 6th P.M., EXCEPT those portions conveyed in deeds recorded:

A. April 14, 1956, in Book 604 at Page 109;
B. July 22, 1963 in Book 1082 at Page 383;
C. April 19, 1971 in Book 1686 at Page 53;
D. July 12, 1973 in Book 1875 at Pages 909 and 910;
E. July 29, 1999 in Book 5630 at Page 380;

and EXCEPT that part conveyed to the State Department of Highways in Deed recorded June 19, 1967 in Book 1370 at Page 40; and except any part lying within the Plat of Brines Tract recorded June 24, 1968 in File 12, Map 101, County of Adams, State of Colorado.

and

The Southwest ¼ of Section 2, Township 1 South, Range 67 West of the 6th P.M., except that part conveyed to the State Department of Highways in Deed recorded June 222 [*sic*], 1967 in Book 1370 at Page 380, County of Adams, State of Colorado.

Section 3:

Parcels included by Order of Inclusion recorded November 15, 2002 as Reception No. C1053863, Adams County Records:

The Southwest ¼ of the Southeast ¼ and the West ½ of the Southeast ¼ of the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, excepting therefrom that portion deeded to the Department of Highways, State of Colorado by Deed recorded October 3, 1966 in Book 1323 at Page 91 as Reception No. 796191.

and

Beginning at the Southwest corner of Section 3, thence East 95 1/8 feet, thence North 630 feet; thence West 95 1/8 feet; thence South 630 feet to the Point of Beginning, except the South 30 feet and except the West 30 feet and except Highway 3/1/67 10/58A 16070##Yosemite Street [*sic*].

[1] This Description of Boundaries is not a legal description prepared by a surveyor licensed in the State of Colorado. It is an abstract of descriptions of property contained in court orders organizing the district, and including property into and excluding property from it.

Section 4:

Parcel included in District by Order of Inclusion recorded May 31, 2000 in book 6143 at Page 0517 (Reception No. C0675503), Adams County Records:

The SE1/4 of Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, EXCEPT the following Tracts and Parcels:

A. Parcel conveyed to the County of Adams, State of Colorado, for road purposes, in Instrument Recorded March 6, 1923 in Book 101 at Page 527;

B. Parcel conveyed to the Department of Highways, State of Colorado in Instrument Recorded September 2, 1966 in Book 1317 at Page 171;

C. Parcel conveyed to Sam A. Amato and Charlotte W. Amato in Deed Recorded February 16, 1972 in Book 1781 at Page 224;

D. Parcel conveyed to Noel Hubert and Paula Hubert in Deed Recorded February 4, 1954 in Book 486 at Page 578;

E. "Plot 11-1/2", as identified and described in Instrument Recorded September 18, 1954 in Book 219 at Page 13, and as otherwise appearing in various Instruments of Record;

F. Parcel conveyed to Melvin F. Porterfield and Patricia Ann Porterfield in Deed Recorded March 13, 1969 in Book 1501 at Page 318;

G. That part of the Southeast One-Quarter of Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as:

Beginning at the Southeast Corner of said Section 4; thence N00°06'54"E along the East Line of said Southeast One-Quarter, a distance of 110.00 Feet to the NORTH Right-of-Way Line of Colorado State Highway 7; thence S89°00'27"W a distance of 20.00 Feet to the West Right-of-Way Line of Yosemite Street as Recorded in Book 486 at Page 578, the True Point of Beginning; thence S89°00'27"W along said North Right-of-Way Line, and Parallel with the South Line of said Southeast One-Quarter, a distance of 329.06 Feet; thence N00°06'54"E and Parallel with the East Line of said Southeast One-Quarter a distance of 273.11 Feet; thence N89°00'27"E a distance of 329.06 Feet to the West Right-of-Way Line of Yosemite Street; thence S00°06'54"E along said Right-of-Way line a distance of 273.11 Feet to the True Point of Beginning.

Section 5:

Parcels included by Order and Decree dated January 3, 2000 and recorded January 13, 2000, in Book 6009 at Page 880 (Reception No. C0631757), Adams County Records:

The North one-half (N 1/2) of Section 5, Township 1 South, Range 67 West of the 6th P.M., except the East 30 Feet thereof for County Road, and except the rights-of-way for Holly Street and East 168th Avenue, and, EXCEPTING therefrom the following described Parcel:

That part of the NE1/4 of Section 5, Township 1 South, Range 67 West of the 6th P.M., described as beginning at the East Quarter Corner of said Section 5; thence North along the East line of said NE1/4 a distance of 147.85 feet to the True Point of Beginning; thence West at right angles a distance of 973.23 Feet; Thence N04°08'W, 579 Feet; thence N32°02'E, 83.00 Feet; thence N69°42'E, 571.4 Feet; thence N81°22'E, 440.00 Feet to a point on the East Line of said NE1/4; thence South 912.15 Feet to the True Point of Beginning, County of Adams, State of Colorado.

That part of the NE1/4 of Section 5, Township 1 South, Range 67 West of the 6th P.M., Described as beginning at the East Quarter Corner of said Section 5; thence North along the East Line of said NE1/4 a distance of 147.85 Feet to the True Point of Beginning; thence West at Right Angles a distance of 973.23 Feet; thence N04°08'W, 579 Feet; thence N32°02'E, 83.00 Feet; thence N69°42'E, 571.4 Feet; thence N81°22'E, 440.00 Feet to a point on the East Line of said NE1/4; thence South 912.15 Feet to the True Point of Beginning, County of Adams, State of Colorado.

EXCEPT parcel excluded from District by Order for Exclusion dated April 6, 2001 and recorded April 20, 2001 as Reception No. C0789495 Adams County Records:

Outlot A, Eagle Shadow Subdivision, according to the Plat thereof recorded January 19, 2000, in File 18, Map 164, County of Adams, State of Colorado.

and

Parcels included by Order of Inclusion recorded November 15, 2002 as Reception No. C1053863, Adams County Records:

Section 5, Township 1, Range 67 Description: A tract lying South and East of centerline signal DT SD C/I described as beginning at the Southeast corner of Section 5, thence West 437/08 feet to the True Point of Beginning; thence North 04°28'E 51/20 feet/ thence North 10°31'E 92/90 feet; thence North 06°37'E 157/02 feet; thence North 25°49'E 342/44 feet; thence North 25°49'E 342/44 feet; thence North 39°43'E 71/32 feet; thence N47°05'E 278/81 feet to a point along the East line 851/17 feet from the Southeast corner 5/880 [*sic*].

Section 5, Township 1, Range 67 Description: West ½ Southeast ¼ together with East ½ East ½ Southwest ¼ and that portion of resvervoir in West ½ East ½ described as beginning at the Southwest corner E ½ East ½ Southwest 4; thence Westerly 181 feet; thence Northerly 748 feet; thence Easterly 181 feet; thence Southerly 748 feet to the Point of Beginning, except parcel 29/895 A.

Section 5, Township 1, Range 67 Description: West ½ Southwest ¼ and West ½ East ½ Southwest ¼ except a parcel in the Southeast corner and except Road and except ESC Highway 111/58A [*sic*].

Section 10:

Parcel included by Order of Inclusion recorded November 15, 2002 as Reception No. C1053863, Adams County Records:

NE ¼ of the NE ¼ of Section 10, Township 1 South, Range 67 West of the 6th P.M., except the East 20 feet thereof, and except the West 20 feet of the East 40 feet conveyed in instrument

recorded April 8, 1999 in Book 5709 at Page 907, as corrected by instrument recorded May 4, 1999 in Book 5740 at Page 248, County of Adams, State of Colorado.

Section 16:

Parcel included by Order of Inclusion recorded May 31, 2000 in Book 6143 at Page 0519 (Reception No. C0675504), Adams County Records:

That part of the Southeast One-Quarter of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at the Southeast Corner of said Southeast One-Quarter; thence S89°48'25"W along the South Line of said Southeast One-Quarter, a distance of 910.90 Feet to the proposed Northerly Right-of-Way Line of proposed E-470 (Parcel TX-217 of E-470 Public Highway Authority; thence N64°33'06"W along said proposed Northerly Right-of-Way Line, a distance of 1,238.76 Feet to the beginning of a Tangent Curve to the Left, the Radius of said Curve is 7,789.44 Feet, the Central Angle of said Curve is 04°53'35", the Chord of said Curve Bears N67°00'53"W, 669.54 Feet; thence along the Arc of said Curve and along said proposed Northerly Right-of-Way Line, a distance of 669.75 Feet to the West Line of said Southeast One-Quarter; thence N00°01'46"W along said West Line, a distance of 1,778.57 Feet to the South Right-of-Way Line of Ehler Parkway (East 148th Avenue) as described in Book 4781 at Page 177, Adams County Records, being 40.00 Feet, as measured along said West Line, from the Northwest Corner of said Southeast One-Quarter; thence N89°32'43"E, along said South Right-of-Way Line, a distance of 1,479.26 Feet, being 1,170.00 Feet West of, as measured along said South Right-of-Way Line, from the East Line of said Southeast One-Quarter; thence S00°03'13"W Parallel with said East Line, a distance of 360.00 Feet; thence N89°32'43"E Parallel with the North Line of said Southeast One-Quarter, a distance of 450.00 Feet; thence N32°58'08"E, a distance of 44.80 Feet to the beginning of a Tangent Curve to the Left, the Radius of said Curve is 101.36 Feet, the Central Angle of said Curve is 61°14'45", the Chord of said Curve bears N02°20'45"E, 103.26 Feet; thence along the Arc of said Curve, a distance of 108.35 Feet to the beginning of a Tangent Curve to the right, the Radius of said Curve is 237.72 Feet, the Central Angle of said Curve is 28°19'50", the Chord of said Curve bears N14°06'42"W, 116.35 Feet; thence along the Arc of said Curve, a distance of 117.55 Feet to the end of said Curve; thence N00°03'13"E Tangent with the last described course and Parallel with the East Line of said Southeast One-Quarter, a distance of 106.40 Feet to the South Right-of-Way Line of said Ehler Parkway (East 148th Avenue); thence N89°32'43"E along said South Right-of-Way Line, a distance of 680.00 Feet to the West Right-of-Way Line of Yosemite Street as described in said Book 4781 at Page 177, being 40.00 Feet West of the East Line of said Southeast One-Quarter; thence S00°03'13"W along said West Right-of-Way Line, a distance of 491.09 Feet to a point on a Non-Tangent Curve to the Left, the Radius of said Curve is 374.80 Feet, the Central Angle of said Curve is 11°25'19", the Chord of said Curve Bears N32°28'40"E, 74.59 Feet; thence along the Arc of said Curve, a distance of 74.72 Feet to the East Line of said Southeast One-Quarter; Thence S00°03'13"W along said East Line, a distance of 2,161.79 Feet to the Point of Beginning.

Section 22:

Parcel included by Order of Inclusion recorded November 15, 2002 as Reception No. C1053863, Adams County Records:

The NE ¼ of Section 22, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado.

EXCEPT parcel excluded by Amended Order to Ratify Exclusion of Property dated February 24, 2004 and Recorded July 6, 2004 as Reception No. 20040706000580950 Adams County Records.

That Part of the East one-half of Section 22, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, Described as follows:

Beginning at the Center of said Section 22; thence N00°02'23"W along the West line NE1/4 said Section 22 a distance of 780.71 feet to a point on the South line of the E-470 easement; thence S75°09'02"E along said South line a distance of 307.17 feet; thence S81°44'07"E along said South line a distance of 907.53 feet to the beginning of a curve to the right, the radius of said curve is 2999.04 feet, the delta of said curve is 17°11'40", the chord of said curve bears S73°08'17"E 896.63 feet; thence along the arc of said curve and along said South line a distance of 900.01 feet to a point; thence S24°18'49"E along said South line a distance of 54.92 feet; thence S14°53'07"W along said South line a distance of 354.83 feet to a point on the East line of the W1/2 NE1/4 SE1/4 said Section 22; thence S00°05'43"E along said East line a distance of 296.74 feet to a point on the westerly right-of-way line of the proposed E-470; thence S14°32'41"W along said right-of-way line a distance of 223.41 feet; thence S69°27'59"E along said right-of-way line a distance of 20.18 feet to a point on the West right-of-way line of Riverdale Road; thence S20°19'36"W along said right-of-way line a distance of 50.60 feet to the beginning of a curve to the right, the radius of said curve is 3270.00 feet, the delta of said curve is.05°16'11", the chord of said curve bears S22°57'41"W 300.65 feet; thence along the arc of said curve and along said right-of-way line a distance of 300.75 feet to the end of said curve; thence S25°35'47"W along said right-of-way line a distance of 423.69 feet to a point on the South line NE 1/4 SE1/4 said Section 22; thence S89°27'43"W along said South line a distance of 304.92 feet to the Southeast corner NW1/4 SE1/4 said Section 22; thence S89°27'50"W along the South line said NW1/4 SE1/4 a distance of 1323.14 feet to the Southwest corner of said NW1/4 SE1/4; thence N00°03'43"W along the West line said NW1/4 SE1/4 a distance of 1323.23 feet to the point of beginning.

EXHIBIT E-1 to Service Plan
Financing Plan

Eagle Shadow Metropolitan District No. 1
Forecasted Statement of Sources
and Uses of Cash

For the Years Ending
December 31, 2005 through 2035

JWS J. W. Simmons & Associates, P. C. Certified Public Accountants

Board of Directors
Eagle Shadow Metropolitan District No. 1
Adams County, Colorado

We have compiled the accompanying forecasted statements of sources and uses of cash of the Eagle Shadow Metropolitan District No. 1 (Exhibit I), the related projected debt service schedules (Exhibits II through IV) and the analysis of absorption, development fees and assessed values (Exhibit V) for the years ending December 31, 2005 through 2035, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

PRELIMINARY DRAFT....SUBJECT TO CHANGE

January 26, 2006

9155 East Nichols Avenue., Suite 330, Centennial, Colorado 80112-3443
Telephone (303) 689-0833 Fax (303) 689-0834

Eagle Shadow Metropolitan District No. 1

Summary of Significant Assumptions and Accounting Policies
December 31, 2005 through 2035

The accompanying forecast presents, to the best of the District's knowledge and belief, the expected cash receipts and disbursements for the forecast period. Accordingly, the forecast reflects its judgement as of January 26, 2006. The assumptions disclosed herein are those that management believes are significant to the forecast. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The purpose of this forecast is to show the amount of funds available for the future construction of infrastructure within the District by the issuance of general obligation refunding bonds and the anticipated funds available for repayment of the bonds.

Note 1: Ad Valorem Taxes

The primary source of revenue for the District will be the collection of ad valorem taxes. Residential property is forecasted to be assessed at 7.96% of market values. Market values for 951 residential homes are estimated to range from value from $252,500 to $388,850 as of 2004. Market values are forecasted to inflate at 1% per year. All property is assumed to inflate at 2% biennially thereafter. Exhibit IV details the forecasted absorption, market values and related assessed values.

Property is assumed to be assessed annually as of January 1st. Property included in this forecast is assumed to be assessed on the January 1st subsequent to completion. The forecast recognizes the related property taxes as revenue in the subsequent year.

The County Treasurer currently charges a 1.5% fee for the collection of property taxes. These charges are reflected in the accompanying forecast as tax collection fees.

The forecast assumes that Specific Ownership Taxes collected on motor vehicle registrations will be 7% of property taxes collected.

The mill levy imposed by the District is proposed to equal 5.000 mills for operations and 38.000 mills for debt service for a total mill levy of 43.000 mills.

Note 2: Interest Income

Interest income is assumed to be earned at 2.0% per annum. Interest income is based on the year's beginning cash balance and an estimate of the timing of the receipt of revenues and the outflow of disbursements during the course of the year.

Eagle Shadow Metropolitan District No. 1

Summary of Significant Assumptions and Accounting Policies
December 31, 2005 through 2035

Note 3: Bond Assumptions

The District issued general obligation refunding bonds totaling $8,900,000 on February 16, 2005 to current refund the Series 2001 Bonds and provide additional funds for capital improvements. The bonds have a maturity of 30 years from the date of issuance. The Series 2005A bonds are carry a coupon rate of 7.25% through November 15, 2035. Exhibit II reflects the proposed repayment schedule of these bonds. The Series 2005A bonds are not subject to optional redemption until November 15, 2014 except for $815,000 as discussed in Note 4. The District anticipates the issuance of $2,505,000 of general obligation improvement bonds on July 1, 2006 to pay for additional improvements described in Note 4. The Series 2006 bonds are also assumed to carry a coupon rate of 7.25% and will have a maturity of 20 years from the date of issuance. The Series 2005A and 2006 bonds are anticipated to be secured by a limited mill levy not to exceed 50.000 mills, all specific ownership taxes collected by the District, $3,000 of each development fee collected and a total reserve fund of $1,020,151. Until the outstanding debt to assessed valuation ratio is less than 50%, the mill levy imposed for the Series 2005 Bonds may not be less than 38.000 mills. The minimum and maximum mill levies may be adjusted for changes in the methodology of assessing property. Exhibits II and III detail the principal and interest requirements of the Series 2005A and proposed Series 2006 bonds.

The following is a summary of the sources and uses of the Series 2005A and the proposed Series 2006 bonds:

Sources:	Series 2005A	Series 2006
Bond Proceeds	$8,900,000	$2,505,000
Existing Reserve Fund	500,000	-
Total Sources	$9,400,000	$2,505,000
Uses:		
Current refund Series 2001 Bonds	$6,113,750	-
Issuance costs	269,358	100,200
Reserve Fund	762,463	257,688
Capital improvements	1,439,429	2,147,112
Capital improvements Subject to escrow (Note 4)	815,000	-
Total Uses	$9,400,000	$2,505,000

Eagle Shadow Metropolitan District No. 1

Summary of Significant Assumptions and Accounting Policies
December 31, 2005 through 2035

Note 4: Construction Costs

Construction costs are forecasted to total $4,456,499 and are forecasted to be paid in 2006. A portion of the construction costs totaling $815,000 (from the Series 2005A bonds) have been placed in escrow until final plat approval for the Bartley and Shook parcels into not less than 204 single family units. As of January 26, 2006 the final plats had not been approved. It is anticipated that the final plat will be approved prior to the issuance of the Series 2006 bonds. And the escrow funds will be available for improvements.

Note 5: Operating and Administrative Expenses

Administrative expenses for legal, accounting, audit, management and insurance are forecasted at $100,000 for 2006. Inflation is provided for operating and administrative expenses at 2% per year commencing in 2007.

Note 6: Development Fees

The forecast assumes that a development fee in the amount of $4,000 will be collected on each equivalent residential unit upon the sale of a lot to a builder. $3,000 of each development fee is pledged for the repayment of the Series 2005A and the proposed Series 2006 Bonds. $1,000 of each development fee is forecasted to be used for general operations. As of December 31, 2005, the District has collected 76 development fees for which a home has not started. It is forecasted that these "credits" will be utilized at the rate of 20 per year commencing in 2006 until all the "credits" are used. From 2010 it is forecasted that development fees will coincide with the construction of a home. Development fees are not anticipated to be collected on the lots know as Baseline Lakes.

Eagle Shadow Metropolitan District No 1
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2031

	Total	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	2006	2007	2008	2009	2010	2011	2012
							General Fund							
Beginning cash available	0	0	0	76,108	67,749	8,247	25,908	12,766	27,544	43,323	81,021	130,549	178,046	198,997
Revenues:														
Property taxes	3,996,870		5,650	12,673	25,331	38,502	49,986	63,637	68,602	77,577	90,397	85,036	98,471	108,440
Specific ownership taxes	12,015		3,340	1,699	2,856	4,120								
Development fees	758,000	0	58,000	97,000	61,000	70,000	82,000	62,000	73,000	65,000	66,000	71,000	35,000	17,000
Developer advance	96,860	46,007	50,853											
Interest income	52,902	19	3,359	652	743	407	158	96	207	325	608	979	1,335	1,492
	4,916,647	46,026	122,202	112,024	89,930	113,029	132,144	125,732	141,808	142,902	157,005	157,015	132,807	126,932
Expenditures:														
Tax collection fees	59,967		85	187	388	584	752	955	1,029	1,164	1,356	1,276	1,447	1,627
Repay developer advances	96,860		0	0	50,853	0	13,007	10,000	23,000					
Operating and Admin expenses	4,593,541	46,026	46,009	120,196	98,191	94,784	131,527	100,000	102,000	104,040	106,121	108,243	110,408	112,616
	4,750,368	46,026	46,094	120,383	149,432	95,368	145,286	110,955	126,029	105,204	107,477	109,519	111,855	114,243
Ending cash available	166,280	0	76,108	67,749	8,247	25,908	12,766	27,544	43,323	81,021	130,549	178,046	198,997	211,687
Mill Levy		8.000	8.000	8.000	5.000	5.000	5.000	5.000	5.000	5.000	5.000	4.000	4.000	4.000
							Capital Projects Fund							
Beginning cash available	0	0	0	2,235,646	2,713,795	970,343	793,165	2,313,904	4,518	4,518	4,518	4,518	4,518	4,518
Revenues:														
Bond proceeds existing	3,000,000		3,000,000											
Bond proceeds Series 2005 A	14,900,000			6,000,000			8,900,000							
Bond proceeds Series 2006	2,505,000						0	2,505,000						
Developer advances	33,379	33,379												
Interest income	194,152	365	60,361	34,652	13,242	10,450	75,082		0					
	20,632,531	33,744	3,060,361	6,034,652	13,242	10,450	8,975,082	2,505,000	0	0	0	0	0	0
Expenditures:														
Transfer to Debt Service	352,770		352,770											
Payoff developer	33,379			33,379										
Transfer to Debt Service	10,506,749			3,869,348			6,379,713	257,688						
Issuance costs	765,161		197,080	192,760	1,962	3,801	269,358	100,200						
Construction	8,969,955	33,744	274,865	1,481,016	1,754,732	183,827	805,272	4,456,499		0	0			
	20,628,014	33,744	824,715	5,566,503	1,756,694	187,628	7,454,343	4,814,387	0	0	0	0	0	0
Ending cash available	4,518	0	2,235,646	2,713,795	970,343	793,165	2,313,904	4,518	4,518	4,518	4,518	4,518	4,518	4,518

Exhibit I

Eagle Shadow Metropolitan District No 1
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2031

	Total	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	2006	2007	2008	2009	2010	2011	2012
Debt Service Fund														
Beginning cash available	0	0	0	400,975	1,320,946	1,295,686	1,401,284	1,880,848	2,115,420	2,074,351	2,051,702	2,027,739	2,146,911	1,948,000
Revenues:														
Property taxes	23,860,960	0	19,064	61,741	205,044	308,017	379,892	483,639	521,374	589,583	687,016	807,843	651,182	731,970
Specific ownership taxes	1,980,901	0	0	8,476	22,851	32,961	43,978	38,309	41,298	46,701	54,419	62,502	52,336	58,829
Development fees	2,274,000	0	177,000	291,000	183,000	210,000	246,000	186,000	219,000	195,000	198,000	213,000	105,000	51,000
Transfer from Capital Projects	10,859,519		352,770	3,869,348	0	0	6,379,713	257,688	0					
Interest income	354,826		8,202	5,363	9,475	11,289	35,092	15,748	15,442	15,273	15,095	15,982	14,501	13,211
	39,330,205	0	557,036	4,235,928	420,370	562,267	7,084,675	981,383	797,114	846,557	954,530	1,099,327	823,019	855,010
Expenditures:														
Debt service Series 2002	7,000,000	0			436,250	450,000	6,113,750							
Debt service Series 2005 A	23,449,320					0	482,145	645,250	645,250	675,250	708,075	708,363	753,288	759,588
Debt service Series 2006	4,970,906						0	90,806	181,613	181,613	258,613	256,175	255,375	254,213
Debt service Series 2001	379,375		155,625	223,750	0									
Debt service - payoff Series 2001	3,090,000			3,090,000										
Paying agent fees	118,200		150	1,275	6,275	2,000	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Tax collection fees	358,016	0	286	932	3,105	4,669	5,716	7,255	7,821	8,844	10,305	12,118	9,768	10,980
	39,365,817	0	156,061	3,315,957	445,630	456,669	6,605,111	746,811	838,183	869,206	978,493	980,155	1,021,930	1,028,280
Ending cash available	(35,612)	0	400,975	1,320,946	1,295,686	1,401,284	1,880,848	2,115,420	2,074,351	2,051,702	2,027,739	2,146,911	1,948,000	1,774,730
Reserve included in above amount				500,000	500,000	500,000	762,463	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151
Mill Levy		27.000	27.000	39.918	40.000	40.000	38.000	38.000	38.000	38.000	38.000	38.000	27.000	27.000
Total Mill Levy		35.000	35.000	47.918	45.000	45.000	43.000	43.000	43.000	43.000	43.000	42.000	31.000	31.000
Oustanding Debt					6,000,000	6,000,000	8,900,000	11,405,000	11,405,000	11,375,000	11,235,000	11,085,000	8,615,000	8,480,000
Debt / Assessed Value Ratio					117.99%	77.87%	88.39%	89.61%	83.12%	73.31%	62.14%	52.14%	35.72%	31.28%
Assessed Valuation and Absorption														
Assessed valuation (000's)														
Beginning	0			706	1,643	5,085	7,705	10,069	12,727	13,720	15,515	18,079	21,259	24,118
Increase from reassessement	10,419					0		1,794		255		310		425
Increase for new construction	29,189		706	937	3,442	2,620	2,364	864	993	1,540	2,564	2,869	2,859	2,567
Ending	39,608	0	706	1,643	5,085	7,705	10,069	12,727	13,720	15,515	18,079	21,259	24,118	27,110

Exhibit I

Eagle Shadow Metropolitan District No 1
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2031

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
							General Fund						
Beginning cash available	211,687	212,604	220,543	230,798	241,209	249,261	257,498	263,261	269,143	272,430	275,767	276,384	276,976
Revenues:													
Property taxes	115,937	125,391	130,061	132,569	132,569	135,220	135,220	137,924	137,924	140,683	140,683	143,497	143,497
Specific ownership taxes													
Development fees	0	0	0	0	0	0	0	0	0	0	0		
Developer advance													
Interest income	1,588	1,595	1,654	1,731	1,809	1,869	1,931	1,974	2,019	2,043	2,068	2,073	2,077
	117,525	126,986	131,715	134,300	134,378	137,089	137,151	139,899	139,943	142,726	142,751	145,569	145,574
Expenditures:													
Tax collection fees	1,739	1,881	1,951	1,989	1,989	2,028	2,028	2,069	2,069	2,110	2,110	2,152	2,152
Repay developer advances													
Operating and Admin expenses	114,869	117,166	119,509	121,899	124,337	126,824	129,361	131,948	134,587	137,279	140,024	142,825	145,681
	116,608	119,047	121,460	123,888	126,326	128,852	131,389	134,017	136,656	139,389	142,134	144,977	147,834
Ending cash available	212,604	220,543	230,798	241,209	249,261	257,498	263,261	269,143	272,430	275,767	276,384	276,976	274,717
Mill Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
							Capital Projects Fund						
Beginning cash available	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518
Revenues:													
Bond proceeds existing													
Bond proceeds Series 2005 A													
Bond proceeds Series 2006													
Developer advances													
Interest income													
	0	0	0	0	0	0	0	0	0	0	0	0	0
Expenditures:													
Transfer to Debt Service													
Payoff developer													
Transfer to Debt Service													
Issuance costs													
Construction													
	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518

Eagle Shadow Metropolitan District No 1
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2031

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
							Debt Service Fund						
Beginning cash available	1,774,730	1,604,419	1,503,746	1,434,625	1,378,055	1,327,862	1,284,323	1,260,180	1,241,811	1,232,006	1,247,239	1,254,426	1,091,195
Revenues:													
Property taxes	782,576	846,391	877,911	894,838	894,838	912,735	912,735	930,990	930,990	949,610	949,610	789,231	789,231
Specific ownership taxes	62,886	68,025	70,558	71,918	71,918	73,357	73,357	74,824	74,824	76,320	76,320	65,291	65,291
Development fees	0	0	0	0	0	0	0	0	0	0	0	0	
Transfer from Capital Projects													
Interest income	11,944	11,194	10,680	10,258	9,885	9,635	9,381	9,244	9,171	9,285	9,338	8,123	5,529
	857,416	925,610	959,148	977,015	976,642	995,727	995,473	1,015,058	1,014,985	1,035,215	1,035,268	862,645	860,051
Expenditures:													
Debt service Series 2002													
Debt service Series 2005 A	754,800	754,650	758,775	761,813	753,763	755,350	755,850	760,263	753,225	750,463	756,613	755,950	758,838
Debt service Series 2006	257,688	255,438	252,825	254,850	256,150	256,725	256,575	255,700	254,100	251,775	253,725	254,588	434,363
Debt service Series 2001													
Debt service - payoff Series 2001													
Paying agent fees	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Tax collection fees	11,739	12,696	13,169	13,423	13,423	13,691	13,691	13,965	13,965	14,244	14,244	11,838	11,838
	1,027,726	1,026,283	1,028,269	1,033,585	1,026,835	1,029,266	1,029,616	1,033,427	1,024,790	1,019,982	1,028,082	1,025,876	1,208,538
Ending cash available	1,604,419	1,503,746	1,434,625	1,378,055	1,327,862	1,294,323	1,260,180	1,241,811	1,232,006	1,247,239	1,254,426	1,091,195	742,707
Reserve included in above amount	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	1,020,151	762,463	762,463
Mill Levy	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	27.000	22.000	22.000
Total Mill Levy	31.000	31.000	31.000	31.000	31.000	31.000	31.000	31.000	31.000	31.000	31.000	26.000	26.000
Outstanding Debt	8,340,000	8,190,000	8,025,000	7,845,000	7,660,000	7,460,000	7,245,000	7,010,000	6,765,000	6,505,000	6,220,000	5,915,000	5,585,000
Debt / Assessed Value Ratio	28.77%	26.13%	24.66%	23.67%	23.11%	22.07%	21.43%	20.33%	19.62%	18.50%	17.69%	16.48%	15.57%
							Assessed Valuation and Absorption						
Assessed valuation (000's)													
Beginning	27,110	28,984	31,348	32,515	33,142	33,142	33,805	33,805	34,481	34,481	35,171	35,171	35,874
Increase from reassessement		542		627		663		676		690		703	
Increase for new construction	1,874	1,821	1,167										
Ending	28,984	31,348	32,515	33,142	33,142	33,805	33,805	34,481	34,481	35,171	35,171	35,874	35,874

Eagle Shadow Metropolitan District No 1
Sources and Uses of Cash
For the Years Ended December 31, 2026 through 2035

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					General Fund					
Beginning cash available	274,717	272,353	267,000	261,459	252,785	243,832	231,596	218,987	202,936	186,411
Revenues:										
Property taxes	146,366	146,366	148,284	148,284	152,280	152,280	155,325	155,325	158,432	158,432
Specific ownership taxes										
Development fees										
Developer advance										
Interest income	2,060	2,043	2,003	1,961	1,898	1,829	1,737	1,642	1,522	1,398
	148,427	148,409	151,286	151,255	154,176	154,108	157,062	156,968	159,954	159,830
Expenditures:										
Tax collection fees	2,195	2,195	2,239	2,239	2,284	2,284	2,330	2,330	2,376	2,376
Repay developer advances										
Operating and Admin expenses	148,595	151,567	154,598	157,690	160,844	164,061	167,342	170,689	174,102	177,584
	150,790	153,762	156,837	159,929	163,128	166,345	169,672	173,019	176,479	179,961
Ending cash available	272,353	267,000	261,459	252,785	243,832	231,596	218,987	202,936	186,411	166,280
Mill Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
					Capital Projects Fund					
Beginning cash available	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518
Revenues:										
Bond proceeds existing										
Bond proceeds Series 2005 A										
Bond proceeds Series 2006										
Developer advances										
Interest income										
	0	0	0	0	0	0	0	0	0	0
Expenditures:										
Transfer to Debt Service										
Payoff developer										
Transfer to Debt Service										
Issuance costs										
Construction										
	0	0	0	0	0	0	0	0	0	0
Ending cash available	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518

Eagle Shadow Metropolitan District No 1
Sources and Uses of Cash
For the Years Ended December 31, 2000 through 2031

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Debt Service Fund					
Beginning cash available	742,707	772,373	802,640	846,063	894,208	959,977	903,181	860,827	811,531	772,780
Revenues:										
Property taxes	731,832	731,832	746,469	746,469	761,398	647,189	660,133	660,133	673,335	594,119
Specific ownership taxes	61,474	61,474	62,703	62,703	63,957	55,963	57,082	57,082	58,224	52,679
Development fees										
Transfer from Capital Projects										
Interest income	5,750	5,975	6,298	6,657	7,146	6,723	6,408	6,041	5,753	(265)
	799,056	799,281	815,471	815,829	832,502	709,875	723,623	723,256	737,312	646,533
Expenditures:										
Debt service Series 2002										
Debt service Series 2005 A	754,913	754,538	757,350	752,988	751,813	753,463	752,575	759,150	762,463	1,442,513
Debt service Series 2006	0	0	0	0	0	0	0	0	0	0
Debt service Series 2001										
Debt service - payoff Series 2001										
Paying agent fees	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Tax collection fees	10,977	10,977	11,197	11,197	11,421	9,708	9,902	9,902	10,100	8,912
	769,390	769,015	772,047	767,685	766,733	766,670	765,977	772,552	776,063	1,454,924
Ending cash available	772,373	802,640	846,063	894,208	959,977	903,181	860,827	811,531	772,780	(35,612)
Reserve included in above amount	762,463	762,463	762,463	762,463	762,463	762,463	762,463	762,463	762,463	0
Mill Levy	20.000	20.000	20.000	20.000	20.000	17.000	17.000	17.000	17.000	15.000
Total Mill Levy	24.000	24.000	24.000	24.000	24.000	21.000	21.000	21.000	21.000	19.000
Oustanding Debt	5,235,000	4,860,000	4,455,000	4,025,000	3,565,000	3,070,000	2,540,000	1,985,000	1,345,000	0
Debt / Assessed Value Ratio	14.31%	13.28%	11.94%	10.78%	9.36%	8.06%	6.54%	5.06%	3.40%	
					Assessed Valuation and Absorption					
Assessed valuation (000's)										
Beginning	35,874	36,592	36,592	37,323	37,323	38,070	38,070	38,831	38,831	39,608
Increase from reassessement	717		732		746		761		777	
Increase for new construction										
Ending	36,592	36,592	37,323	37,323	38,070	38,070	38,831	38,831	39,608	39,608

Eagle Shadow Metropolitan District
Debt Service Schedule - Series 2005A
For the Years ended 2005 through 2035

	Principal	Coupon	Interest	Total Payment	Annual Payment	Balance
2005			159,520	159,520		8,900,000
2005		7.25%	322,625	322,625	482,145	8,900,000
2006			322,625	322,625		8,900,000
2006		7.25%	322,625	322,625	645,250	8,900,000
2007			322,625	322,625		8,900,000
2007		7.25%	322,625	322,625	645,250	8,900,000
2008			322,625	322,625		8,900,000
2008	30,000	7.25%	322,625	352,625	675,250	8,870,000
2009			321,538	321,538		8,870,000
2009	65,000	7.25%	321,538	386,538	708,075	8,805,000
2010			319,181	319,181		8,805,000
2010	70,000	7.25%	319,181	389,181	708,363	8,735,000
2011			316,644	316,644		8,735,000
2011	120,000	7.25%	316,644	436,644	753,288	8,615,000
2012			312,294	312,294		8,615,000
2012	135,000	7.25%	312,294	447,294	759,588	8,480,000
2013			307,400	307,400		8,480,000
2013	140,000	7.25%	307,400	447,400	754,800	8,340,000
2014			302,325	302,325		8,340,000
2014	150,000	7.25%	302,325	452,325	754,650	8,190,000
2015			296,888	296,888		8,190,000
2015	165,000	7.25%	296,888	461,888	758,775	8,025,000
2016			290,906	290,906		8,025,000
2016	180,000	7.25%	290,906	470,906	761,813	7,845,000
2017			284,381	284,381		7,845,000
2017	185,000	7.25%	284,381	469,381	753,763	7,660,000
2018			277,675	277,675		7,660,000
2018	200,000	7.25%	277,675	477,675	755,350	7,460,000
2019			270,425	270,425		7,460,000
2019	215,000	7.25%	270,425	485,425	755,850	7,245,000
2020			262,631	262,631		7,245,000
2020	235,000	7.25%	262,631	497,631	760,263	7,010,000
2021			254,113	254,113		7,010,000
2021	245,000	7.25%	254,113	499,113	753,225	6,765,000
2022			245,231	245,231		6,765,000
2022	260,000	7.25%	245,231	505,231	750,463	6,505,000
2023			235,806	235,806		6,505,000
2023	285,000	7.25%	235,806	520,806	756,613	6,220,000
2024			225,475	225,475		6,220,000
2024	305,000	7.25%	225,475	530,475	755,950	5,915,000
2025			214,419	214,419		5,915,000
2025	330,000	7.25%	214,419	544,419	758,838	5,585,000
2026			202,456	202,456		5,585,000
2026	350,000	7.25%	202,456	552,456	754,913	5,235,000
2027			189,769	189,769		5,235,000
2027	375,000	7.25%	189,769	564,769	754,538	4,860,000
2028			176,175	176,175		4,860,000
2028	405,000	7.25%	176,175	581,175	757,350	4,455,000
2029			161,494	161,494		4,455,000
2029	430,000	7.25%	161,494	591,494	752,988	4,025,000
2030			145,906	145,906		4,025,000
2030	460,000	7.25%	145,906	605,906	751,813	3,565,000
2031			129,231	129,231		3,565,000
2031	495,000	7.25%	129,231	624,231	753,463	3,070,000
2032			111,288	111,288		3,070,000
2032	530,000	7.25%	111,288	641,288	752,575	2,540,000
2033			92,075	92,075		2,540,000
2033	575,000	7.25%	92,075	667,075	759,150	1,965,000
2034			71,231	71,231		1,965,000
2034	620,000	7.25%	71,231	691,231	762,463	1,345,000
2035			48,756	48,756		1,345,000
2035	1,345,000	7.25%	48,756	1,393,756	1,442,513	0
	8,900,000		14,549,320	23,449,320	23,449,320	

Exhibit II

Eagle Shadow Metropolitan District
Debt Service Schedule - Series 2006
For the Years ended 2006 through 2025

	Principal	Coupon	Interest	Total Payment	Annual Payment	Balance
2005			0	0		0
2005			0	0	0	0
2006			0	0		2,505,000
2006			90,806	90,806	90,806	2,505,000
2007			90,806	90,806		2,505,000
2007			90,806	90,806	181,613	2,505,000
2008			90,806	90,806		2,505,000
2008			90,806	90,806	181,613	2,505,000
2009			90,806	90,806		2,505,000
2009	75,000	7.25%	90,806	165,806	256,613	2,430,000
2010			88,088	88,088		2,430,000
2010	80,000	7.25%	88,088	168,088	256,175	2,350,000
2011			85,188	85,188		2,350,000
2011	85,000	7.25%	85,188	170,188	255,375	2,265,000
2012			82,106	82,106		2,265,000
2012	90,000	7.25%	82,106	172,106	254,213	2,175,000
2013			78,844	78,844		2,175,000
2013	100,000	7.25%	78,844	178,844	257,688	2,075,000
2014			75,219	75,219		2,075,000
2014	105,000	7.25%	75,219	180,219	255,438	1,970,000
2015			71,413	71,413		1,970,000
2015	110,000	7.25%	71,413	181,413	252,825	1,860,000
2016			67,425	67,425		1,860,000
2016	120,000	7.25%	67,425	187,425	254,850	1,740,000
2017			63,075	63,075		1,740,000
2017	130,000	7.25%	63,075	193,075	256,150	1,610,000
2018			58,363	58,363		1,610,000
2018	140,000	7.25%	58,363	198,363	256,725	1,470,000
2019			53,288	53,288		1,470,000
2019	150,000	7.25%	53,288	203,288	256,575	1,320,000
2020			47,850	47,850		1,320,000
2020	160,000	7.25%	47,850	207,850	255,700	1,160,000
2021			42,050	42,050		1,160,000
2021	170,000	7.25%	42,050	212,050	254,100	990,000
2022			35,888	35,888		990,000
2022	180,000	7.25%	35,888	215,888	251,775	810,000
2023			29,363	29,363		810,000
2023	195,000	7.25%	29,363	224,363	253,725	615,000
2024			22,294	22,294		615,000
2024	210,000	7.25%	22,294	232,294	254,588	405,000
2025			14,681	14,681		405,000
2025	405,000	7.25%	14,681	419,681	434,363	0
2026			0	0		0
2026	0	7.25%	0	0	0	0
2027			0	0		0
2027	0	7.25%	0	0	0	0
2028			0	0		0
2028	0	7.25%	0	0	0	0
2029			0	0		0
2029	0	7.25%	0	0	0	0
2030			0	0		0
2030	0	7.25%	0	0	0	0
2031			0	0		0
2031	0	7.25%	0	0	0	0
2032			0	0		0
2032	0	7.25%	0	0	0	0
2033			0	0		0
2033	0	7.25%	0	0	0	0
2034			0	0		0
2034	0	7.25%	0	0	0	0
2035			0	0		0
2035	0	7.25%	0	0	0	0
	2,505,000		2,465,906	4,970,906	4,970,906	

Eagle Shadow Metropolitan District No 1
Schedule of Forecasted Absorption, Market Values and Assessed Valuation
For the Years Ended December 31, 2003 through 2013

Schedule of Absorption

	Market Values	Total	Thru 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Eagle Shadow I	388,850	185	70	30	40	25	10	10					
Eagle Shadow II	378,750	187		0	1	30	40	40	40	36			
Todd Creek Vistas	373,700	71	70	1									
Hawk Ridge	328,250	39		5	8	18	8						
Todd Creek Meadows I	383,800	72	48	10	10	4							
Bartley	353,500	172			0	5	25	25	30	35	35	17	0
Shook	353,500	32			0	0	10	10	12				
Baseline Lakes	353,500	193				0	15	25	25	25	35	35	33
Lopez	252,500	0											
Total		951	188	46	59	82	108	110	107	96	70	52	33
Schedule of Market Values		758											
Eagle Shadow I		72,563,901	27,219,500	11,665,500	15,709,540	9,916,647	4,006,325	4,046,389	0	0	0		
Eagle Shadow II		73,744,264	0	0	382,538	11,590,886	15,609,060	15,765,151	15,922,802	14,473,827	0		
Todd Creek Vistas		26,273,700	25,900,000	373,700	0	0	0	0	0	0	0		
Hawk Ridge		13,026,341	0	1,641,250	2,652,260	6,027,261	2,705,570	0	0	0	0		
Todd Creek Meadows I		27,520,438	18,240,000	3,838,000	3,876,380	1,566,058	0	0	0	0	0		
Bartley		64,156,691	0	0	0	1,803,027	9,105,285	9,196,338	11,145,962	13,133,658	13,264,995	6,507,427	0
Shook		11,779,034	0	0	0	0	3,642,114	3,678,535	4,458,385	0	0		
Baseline Lakes		72,750,019	0	0	0	0	5,463,171	9,196,338	9,288,301	9,381,184	13,264,995	13,397,645	12,758,386
Lopez		0	0	0	0	0	0	0	0	0	0		
Platted Lots (29%)		0	8,432,199	(1,074,202)	(1,955,000)	(2,341,000)	(1,454,000)	(771,997)	(440,000)	(396,000)	0		
Gas Wells (87.5%)		0	2,221,401	(250,000)	(275,000)	(275,000)	(275,000)	(275,000)	(300,000)	(300,000)	(271,401)	0	
Total Market Value		361,814,389	82,013,101	16,194,248	20,390,718	28,287,878	38,802,526	40,835,753	40,075,450	36,292,670	26,258,588	19,905,072	12,758,386
Increase in Assessed Valuation		29,189,121	10,069,280	864,200	993,034	1,540,434	2,564,024	2,869,363	2,858,810	2,566,958	1,874,311	1,821,314	1,167,392
Cummulative Assessed Valuation			10,069,280	10,933,480	11,926,514	13,466,948	16,030,972	18,900,335	21,759,145	24,326,103	26,200,414	28,021,728	29,189,121

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
EAGLE SHADOWS METROPOLITAN DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **EAGLE SHADOWS METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe

The above and foregoing instrument was acknowledged before me this 26th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST, A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F;
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 2006062000622380.

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **TODD CREEK VILLAGE PARK AND RECREATION DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 26th day of April, 2018 by Gene Osborne, as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   'ALTA' Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B, AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC. 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1:

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F;
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

HELD: Tuesday, the 19th day of June, 2018, at 4:00 p.m. in the Community Room of the Greater Brighton Fire Protection District Station 55, 15959 Havana Street, Brighton, Colorado

ATTENDANCE:

A regular meeting of the Board of Directors of the Todd Creek Village Park & Recreation District, Adams County, Colorado, was held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

Cheryl A. Gibson, President
Fred Brown, Asst. Secretary
George A. Nightingale, Asst. Secretary (via telephone)
Darrell S. Jennings, Treasurer/Asst. Secretary
Jeffery A. Walsh, Asst. Secretary

Also present were Barney Fix of Merrick and Company, Diane Wheeler of Simmons and Wheeler, P.C., Josh Schultz of Schultz Industries, Inc., Blair Dickhoner of White Bear Ankele Tanaka and Waldron P.C. and Russell W. Dykstra of Spencer Fane LLP.

CALL TO ORDER:

Director Gibson noted that a quorum was present for the purpose of conducting a meeting of the Board of Directors of the Todd Creek Village Park & Recreation District and called the regular meeting of the Board of Directors of the District to order at 4:00 p.m.

AGENDA:

The Directors reviewed the Agenda for the meeting. Upon motion duly made, seconded and upon vote unanimously carried, the Board approved the Agenda as amended moving the public hearing on the exclusion of property from Attorney's Items to the beginning of the meeting.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:

Mr. Dykstra noted that transactional disclosure statements had been filed on behalf of the members of the Board of Directors with the office of the Colorado Secretary of State and with the Secretary of the District. Upon motion duly made, seconded and upon vote unanimously carried, the Board directed that said Disclosures be incorporated herein. The members noted for the record that the only conflict each of them has is ownership of a home and property with-in the District.

PUBLIC COMMENT:

There was none.

PUBLIC HEARING ON EXCLUSION OF PROPERTY:

Mr. Dykstra reported that proper publication of notice for the exclusion petition hearing had been made in order to allow the Board to hold a public hearing on the petition for exclusion of property. The hearing was opened and public comment was taken in regard to the exclusion petition after which the hearing was closed. Mr. Dykstra reviewed the petition for exclusion of property and reviewed the statutory requirements with the Board. The Board requested an executive session to receive specific legal advice regarding the exclusion requirements.

EXECUTIVE SESSION:

The Board entered into executive session pursuant to 24-6-402(4)(b) in order to obtain specific legal advice from Mr. Dykstra pertaining to the requirements for exclusion of property within the district boundaries. Upon motion duly made, seconded and upon vote unanimously carried, the board exited the executive session and re-convened the regular board meeting proceedings. Mr. Dykstra certified for the record that the matters discussed in executive session were appropriate and specific to legal advice as required by statute.

Upon further discussion by the Board regarding the specific statutory requirements for exclusion and motion duly made, seconded and upon vote unanimously carried, the Board moved to approve the resolution denying the petition for exclusion of property noting that there are adequate services currently provided by the Todd Creek Village Park and Recreation District improvements to the property and that the exclusion of such property would be a financial hardship on the existing residents and taxpayers of the District and exclusion would not be in the District's best interest. The Resolution Denying the Petition for Exclusion is incorporated into these minutes. Mr. Dickhoner left the meeting.

APPROVAL OF MINUTES:

The Board reviewed the minutes of the regular meeting of the Board held on May 15, 2018. Upon motion duly made, seconded, and upon vote unanimously carried, the Board approved the minutes as presented and authorized the execution of the Minutes as constituting a true and correct record of the proceedings of the meeting

LANDSCAPE REPORT:

Mr. Schultz presented his monthly report noting that there were no current issues outstanding and that the water district staff had turned-on the water service to Eagle Shadow Park. Discussion ensued regarding irrigation in the parks and fence repairs. Mr. Schultz left the meeting.

FINANCIAL ITEMS:

a. Disbursements. Ms. Wheeler reviewed the claims to be ratified and approved with accompanying documentation for checks numbered 2639 through 2647 in the amount of $16,216.29 and noted that an additional amount of $622.50 had been paid in online payments. Following discussion, and upon motion duly made, seconded and upon vote unanimously carried, the Board approved the claims as presented and authorized the

disbursement of check numbers 2639 through 2647 and online payments in the total amount of $16,838.79.

b. Accountant's Report. Ms. Wheeler reviewed the monthly accountant's report and cash position dated May 31, 2018 with the Board. Upon motion duly made, seconded and upon vote unanimously carried, the Board accepted and approved the cash position and accountant's report as presented.

ENGINEER'S ITEMS:

Mr. Fix reported that there are no current projects within the District at this time.

ATTORNEY'S ITEMS:

Mr. Dykstra presented his monthly report noting the status of the proceedings with the Water District.

OLD BUSINESS:

There was none.

NEW BUSINESS:

There was none.

ADJOURNMENT:

Following discussion, upon motion duly made, seconded and upon vote unanimously carried, the Board moved to adjourn the meeting at 5:30 p.m.

The foregoing Minutes constitute a true and correct copy of the Minutes of the above-referenced regular meeting and were approved by the Board of Directors of the Todd Creek Village Park & Recreation District.

Secretary of the District

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE TODD CREEK VILLAGE PARK AND RECREATION DISTRICT DENYING A PETITION FOR EXCLUSION BY SEC. 2 - 3 PHOENIX, LLC

COMES NOW, the President of the Todd Creek Village Park and Recreation District (the "District"), and certifies that at a regular meeting of the Board of Directors of the District, held June 19, 2018 at the Community/Conference Room at the Greater Brighton Fire Protection District, Station No. 55, 15959 Havana Street, Brighton, Colorado, the following resolution was adopted, to wit:

WHEREAS, the property owner set forth below has petitioned the District for the exclusion from said District of the land described in the Petition for Exclusion attached hereto as **Exhibit A;**

WHEREAS, public notice has been published in accordance with law, calling for a public hearing on the prayer of said Petition for Exclusion, proof of which is attached hereto as **Exhibit B**;

WHEREAS, based upon the Petition for Exclusion, the Service Plan for the District, and such other evidence as was presented to the Board and made part of the record in this proceeding, the Board has found and does hereby find, relative to the grant or denial of the petition for exclusion, and in accordance with Section 32-1-501(3), C.R.S. that:

(a)

(I) Exclusion is not in the best interests of the property to be excluded.

(II) Exclusion is not in the best interests of the District as it would result in a substantial reduction in revenue due to the loss of fees and operation and maintenance mill levy the District would realize if the property is excluded from the District. In addition, the District has incurred expenses to build infrastructure that serves the property in anticipation of receiving revenues from the property to reimburse such expenses and bonds.

(III) Exclusion is not in the best interests of Adams County.

(b) The relative cost from the District's services to the property to be excluded is negligible and the benefit from the District's services to the property to be excluded is significant.

(c) The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will be affected and there will be an increased financial impact to the customers of the District.

(d) The exclusion will affect the District's ability to fund services and improvements at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services and improvements. The loss of revenue will lead to increased costs to the customers of the District, both current and present. No other districts have agreed to provide the services.

(e) The effect of denying the petition on employment and other economic conditions in the District and surrounding area is negligible.

(f) The Board's decision to deny the petition will not have an impact on the region or on the District, surrounding area, or state as a whole, except to the extent the District will be impacted from the retained revenue.

(g) An economically feasible alternative service is not available.

(h) There will be additional costs levied on the property remaining in the District if the Board grants the petition.

WHEREAS, the Board, after considering the evidence and all of the factors and findings set forth above, has determined and does hereby determine that the property in whole, as described in **Exhibit C** attached hereto, should not be ordered excluded from the boundaries of the Todd Creek Village Park and Recreation District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Todd Creek Village Park and Recreation District shall, and hereby does deny the Petition for Exclusion and the land described in **Exhibit C** shall remain within the boundaries of the Todd Creek Village Park and Recreation District.

FURTHER, that the name and address of the owner of said property are as follows:

Owner: Sec. 2 – 3 Phoenix, LLC
Address: 9200 E. Mineral Avenue, Suite 365
Centennial, CO 80112

The foregoing is a true and accurate copy of the action taken by the governing body of Todd Creek Village Park and Recreation District.

TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

President

ATTEST:

Secretary

EXHIBIT A

(PETITION FOR EXCLUSION)

PETITION FOR EXCLUSION OF PROPERTY

(Parcel A1, Parcel A2 and Parcel B)

TO: THE BOARD OF DIRECTORS OF THE
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT
ADAMS COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., Sec. 2-3 Phoenix, LLC, a Colorado limited liability company (the "Petitioner") hereby respectfully requests that the **TODD CREEK VILLAGE PARK AND RECREATION DISTRICT** (the "District"), by and through its Board of Directors, exclude the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District.

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

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

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

The name and address of the Petitioner is as follows:

Sec. 2-3 Phoenix, LLC
9200 E. Mineral Avenue
Suite 365
Centennial, CO 80112

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

Sec. 2-3 Phoenix, LLC,
a Colorado limited liability company

Printed Name: Gene Osborne

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The above and foregoing instrument was acknowledged before me this 11 day of April 2018 by Gene Osborne . as Manager of Sec. 2-3 Phoenix, LLC.

WITNESS my hand and official seal.

ADRIANE RIGGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174009981
MY COMMISSION EXPIRES MARCH 06, 2021

Adriane Riggs
Notary Public

My commission expires: 03.06.2021

Signature Page to Petition for Exclusion of Real Property
(Parcel A1, Parcel A2, and Parcel B)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80602

1. **Effective Date:**

   04/12/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured**

   'ALTA' Owner's Policy 06-17-06 TBD
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

   PARCEL A1

   A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET; THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3 INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5;
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380.

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

COVER SHEET

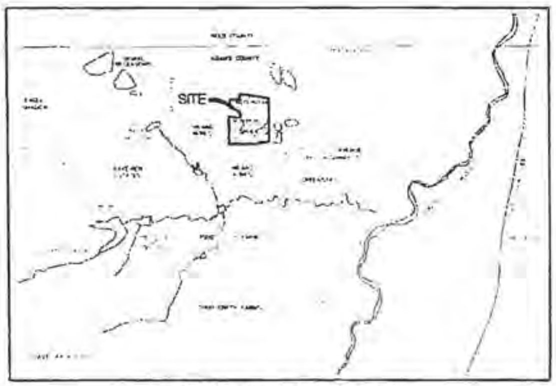
SHEET INDEX

LEGAL DESCRIPTION

[illegible]

PUD STANDARDS

ZONING	PUD
LAND USE	RESIDENTIAL ESTATES DISTRICT SETS
ACREAGE	[illegible] ACRES [illegible]
MAXIMUM GROSS DENSITY	0.79 DU/AC
MINIMUM SETBACKS FOR PRINCIPAL [illegible] FRONT FRONT (STATE HWY. OR ARTERIAL) SIDE SIDE ON CORNER REAR	30' 50' 17 (ONE SIDE) 15 (OTHER SIDE) 30 (LOCAL ST.) 50 (STATE HWY OR ARTERIAL ST.) 20
MINIMUM FRONTAGE WIDTH AT FRONT SETBACK	150'
MINIMUM SETBACK ACCESSORY BUILDING FRONT SIDE SIDE ON CORNER REAR	EQUAL TO PRINCIPAL RESIDENCE ON THE LOT 15' 25' 30 (STATE HWY OR ARTERIAL ST.) 10'
MAXIMUM BUILDING HEIGHT	RESIDENCE 35 ACCESSORY BUILDING 28
MINIMUM LOT SIZE	1 AC
MAXIMUM UNITS PER LOT	1
MINIMUM FLOOR AREA	1,800 SQUARE FEET
MAXIMUM FLOOR AREA	12.5 % OF LOT AREA
PARKING	TWO OFF STREET PARKING SPACES REQUIRED IN THE DRIVEWAY
OPEN SPACE TOTAL ACRES OF LANDSCAPED AREA	10.70 AC 18.4%



VICINITY MAP
NOT TO SCALE

Certificate of Ownership

Valley Bank and Trust
being the owner of Todd Creek Village
located in the County of Adams, State of Colorado,
hereby submit this Planned unit Development - Final
Development Plan and agree to perform under the
terms noted hereon.

Owner Signature
State)
County) SS
City)

The foregoing ownership certificate was acknowledged
before me this day of 20

Notary Public
My Commission expires.

Planning Commission Approval:

Approved by the Adams County Planning Commision
this day of 20 A.D.

Chairman

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners
this day of 20 AD

Chairman

This Final Development Plan was filed for record in the
Office of the Adams County Clerk and Recorder in the
State of Colorado at m on the day of
20

County Clerk and Recorder

By Deputy:

The Preliminary Development Plan was filed for record
in the Office of the Adams County Clerk and Recorder
in the State of Colorado on the day of

Map No. Reception No.

The following Additions and Deletions in the PUD were
made by the Board of County Commissioners at the
time of approval

Approved as to form by

Director of Planning and Development

County Attorney

File No.
Map No.
Reception No.

Design Engineer
Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SHEET
CV1

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

SITE PLAN

PROPOSED DETENTION

HAVANA STREET

LOMAND CIRCLE

MINUMUM SETBACKS FOR BUILDING RESIDENCES, SEE SHEET 1,

GENEVA COURT

HI-LAND CIRCLE

STATE HIGHWAY 7

PROPOSED DETENTION

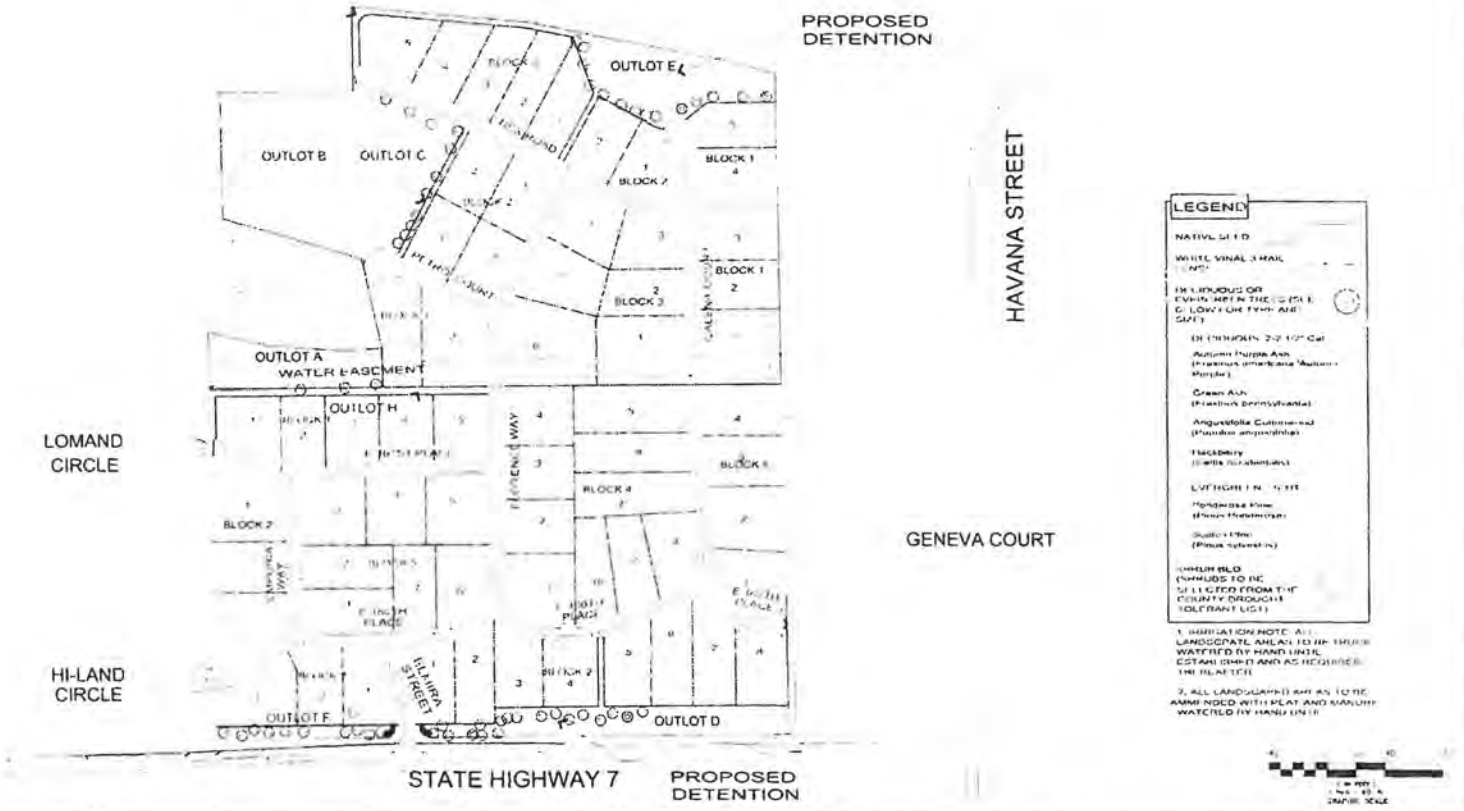
Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD SITE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 2

TODD CREEK VILLAGE
SHOOK PROPERTY
PLANNED UNIT DEVELOPMENT- FINAL DEVELOPMENT PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

N

LANDSCAPE PLAN



Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112	PUD LANDSCAPE PLAN SHOOK SUBDIVISION BRIGHTON, ADAMS COUNTY, COLORADO	REVISIONS DATE	Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688	PUD 3

EXHIBIT B

(PUBLISHED NOTICE)

PROOF OF PUBLICATION
BRIGHTON STANDARD BLADE
ADAMS COUNTY
STATE OF COLORADO

I, Beth Potter, do solemnly swear that I am the Publisher of the **Brighton Standard Blade** the same is a weekly newspaper printed and published in the County of Adams, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of June 2018** the last on the **13th day of June 2018**

Publisher, Subscribed and sworn before me,
this **20 day of June, 2018**

Notary Public

NOTICE OF HEARINGS ON PETITIONS FOR EXCLUSION

NOTICE IS HEREBY GIVEN that there has been filed with the Boards of Directors of the **Eagle Shadow Metropolitan District No. 1** and **Todd Creek Village Park and Recreation District**, in the County of Adams, State of Colorado, petitions praying for the exclusion of certain lands from such Districts.

1. The name and address of the petitioner and a legal description of the property mentioned in such petitions are as follows:

Petitioner: Sec. 2-3 Phoenix, LLC
Address: 9200 E. Mineral Avenue,
Suite 365,
Centennial, CO 80112

Legal Descriptions: Generally Described as Parcel A1 and an Easement as to Parcel A2; parts of Section 3, Township 1 South, Range 67 West of the 6th P.M., and Parcel B Lots 1 through 13, inclusive Block 1, Lots 1 through 8, inclusive Block 2, Lots 1 through 3, inclusive Block 3, Lots 1 through 3, inclusive Block 4, Lots 1 through 5, inclusive Block 5, and Outlots A, B, C, D, E and F of the Shook Subdivision, County of Adams, State of Colorado, further described in full legal descriptions that can be requested from Spencer Fane LLP at (303) 839-3800.

2. The prayer of the petitions is that the above property be excluded from the Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District.

Accordingly, notice is hereby given to all interested persons to appear at the combined public hearing of the Boards of Directors of the Districts at 4:00 p.m. on Tuesday, June 19, 2018, at 15959 Havana Street, Brighton, Colorado, and show cause in writing, if any they have, why such petitions should not be granted. The failure of any person in the existing Districts to file a written objection shall be taken as an assent on his part to the exclusion of the area described in this notice.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1
TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

By: /s/ Russell W. Dykstra
General Counsel

Published in the Brighton Standard Blade on June 13, 2018.

#180819

EXHIBIT C

(LEGAL DESCRIPTION)

EXHIBIT A
(The Property)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70576361.1

Property Address:

VACANT LAND, BRIGHTON, CO 80603

1. Effective Date:

04/12/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 100
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE AS TO PARCELS A1 AND B AND AN EASEMENT AS TO PARCEL A2

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SEC 2-3 PHOENIX, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A1

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3 TO BEAR SOUTH 89°33'30" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°34'25" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 422.14 FEET; THENCE SOUTH 00°30'59" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 2384.12 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 89°39'59" EAST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°54'03" EAST, A DISTANCE OF 610.38 FEET; THENCE SOUTH 79°10'19" EAST, A DISTANCE OF 701.23 FEET; THENCE SOUTH 75°13'06" EAST, A DISTANCE OF 171.08 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 00°40'10" EAST, COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1082.69 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89°35'44" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 1985.04 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00°30'59" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 200.52 FEET; THENCE SOUTH 77°05'57" EAST, A DISTANCE OF 220.03 FEET; THENCE SOUTH 86°03'09" EAST, A DISTANCE OF 256.87 FEET; THENCE NORTH 86°11'56" EAST, A DISTANCE OF 133.20 FEET; THENCE NORTH 12°00'10" WEST, A DISTANCE OF 318.38 FEET; THENCE NORTH 73°44'55" WEST, A DISTANCE OF 500.99 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE NORTH 00°30'59" WEST, 60 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 440.47 FEET; THENCE NORTH 89°29'01" EAST A DISTANCE OF 462.14 FEET, THENCE NORTH 00°30'59" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 287.50 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL A2:

A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE. COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE NORTH 89°34'25" EAST COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 452.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'58" EAST, A DISTANCE OF 2671.90 FEET TO THE POINT OF TERMINUS, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

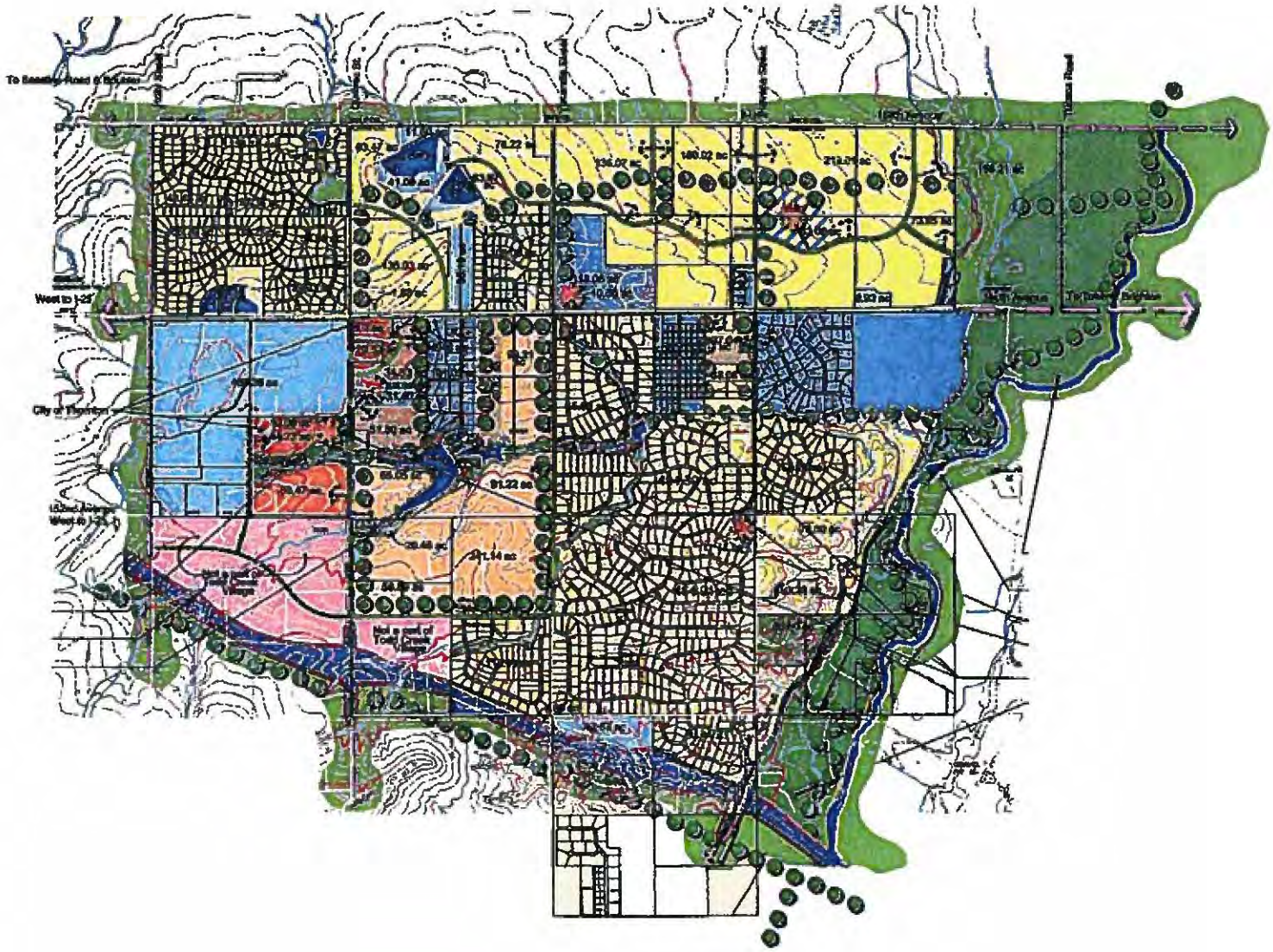
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 3, INCLUSIVE BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE BLOCK 5,
AND
OUTLOTS A, B, C, D, E AND F
SHOOK SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THOSE PORTIONS DEEDED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 30, 2006 AT RECEPTION NO. 20060620000622380

14573.012

TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

SERVICE PLAN



Approved September 23, 2002

Prepared by:
Seter & Vander Wall, P.C.
7400 E. Orchard Road
Suite 3300
Greenwood Village, CO 80111

TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

SERVICE PLAN

Approved September 23, 2002

Prepared by:
Seter & Vander Wall, P.C.
7400 E. Orchard Road
Suite 3300
Greenwood Village, CO 80111

TABLE OF CONTENTS

LIST OF EXHIBITS

TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

SERVICE PLAN

I. INTRODUCTION

This Service Plan ("Service Plan") for the Todd Creek Village Park and Recreation District ("District") is designed to serve the park and recreation needs of communities within the Todd Creek Village development located in Adams County, Colorado ("Adams County" or the "County"). The Todd Creek Village development already contains several special districts that are providing for the installation and construction of public improvements in discreet areas and as needed by separate development properties. It is anticipated that the Todd Creek Village Park and Recreation District will be given responsibility for services and facilities from all other districts in order to provide uniform ongoing maintenance and operation. The existing districts will dissolve after payment of all debt obligations.

The District will provide, acquire, operate and maintain public improvements and services for the use and benefit of its inhabitants and taxpayers. Improvements to be acquired and maintained by the District include the facilities and improvements generally described in Section IV, consisting largely of streetscaping, monumentation, lighting, landscaping, storm drainage, park and recreation facilities, and other improvements. The District may, with the County's agreement, engage in other activities.

The District is bounded on the west by Holly Street, on the south by the E-470 Public Highway, on the east by the South Platte River, and on the north by East 168th Avenue. It contains approximately 7,000 acres.

The Organizer of the District is Equinox Group, LLC, a Colorado limited liability company. This Service Plan has been prepared by the Organizers and the following participating consultants:

Organizers
Equinox Group, LLC
9055 East Mineral Circle, Suite 200
Centennial, Colorado 80112
(303) 799-6000

District Counsel
Seter & Vander Wall, P.C.
7400 E. Orchard Road
Suite 3300
Greenwood Village, Colorado 80112
(303) 770-2700

Accountant
J. W. Simmons & Associates, P.C.
9155 East Nichols Avenue, Suite 330
Englewood, Colorado 80112-3419
(303) 689-0833

Bond Underwriter
Investment Banking
Public Finance Group
USbancorp
Piper Jaffray
JCP68019
1050 17th Street, Suite 2100
Denver, CO 80265-2101

II. PURPOSE AND INTENT OF THE PROPOSED DISTRICT

A. Purpose and Intent. The District will provide operations, maintenance, repair, replacement and expansion of essential public services and facilities for the use and benefit of all property owners and taxpayers within the boundaries of the District as set forth in Section IV. The District acknowledges the need and its intent to cooperate with Adams County to serve and promote the health, safety, prosperity, security and general welfare of its citizens. As evidence of such cooperation, the District will obtain a resolution approving this Service Plan from the County which shall be attached hereto as Exhibit A. The District will overlap several existing metropolitan districts that lie within its service area with the intent of providing consistency of operation and maintenance of the services and facilities on a regional basis, in the most efficient manner possible while taking advantage of the economies of scale provided by a large and diverse tax base. It is anticipated that the existing districts will dedicate all park and recreation facilities to the District in order to facilitate the dissolution of those districts upon repayment of their debt obligations. Pursuant to Section 32-1-107(3), C.R.S. the existing districts will adopt resolutions in the form attached hereto as Exhibit B, approving the formation of the District and stating that the contemplated improvements and services will not interfere with existing improvements and services. The District will provide a single entity to accommodate consistency and cooperation between the County, the City of Brighton and the City of Thornton for park, recreation and open space plans. The District will not include properties within the City of Thornton within its initial boundaries.

B. Need for District. There are currently no other entities located in the area of the District which have the ability and/or desire to undertake the design, financing and construction,

operation and maintenance of regionalized park and recreation improvements within the Todd Creek Village area. In order to avoid duplication of facilities and services and provide consistency and continuity, the District will provide services and facilities on a regional basis. It is the Organizers' understanding that the County does not consider it feasible or practicable to provide the services and facilities depicted in Exhibit C to the Todd Creek area. Formation of the District is necessary so that the public improvements and services required for the Todd Creek area may be provided, operated and maintained in a uniform and cost effective manner.

C. General Powers. The proposed District will have the powers and authority described below.

1. Powers Regarding Services and Facilities. The District shall have authority to design, acquire, install, construct, relocate, operate and maintain public park, open space and recreation facilities and programs including, without limitation, bike paths, hiking trails, pedestrian trails, pedestrian bridges, pedestrian malls, community and recreation centers, public plazas and courtyards, ponds, swimming pools, reservoirs, drainage areas or water features, signage, public foundations and sculpture, art, botanic gardens, sports complexes, sports fields, equestrian trails and centers, picnic areas, playground areas, park shelters, public area landscaping, streetscaping, fencing and weed control, patrol services, television relay and translator services, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, acquired by condemnation or otherwise, and extensions of and improvements to such facilities within and without its boundaries.

2. Inclusions.

At formation, the District will be comprised of approximately 1,800 acres in the Todd Creek Village development. A significant portion of the remaining parcels within the service boundaries of the District will be included into the District as the Organizers develop these properties and/or as existing property owners are allowed to include into the District. The District may include such parcels without modification or amendment of this Service Plan. The District will include such parcels pursuant to the requirements of § 32-1-401, C.R.S.

3. Miscellaneous Powers.

a. Legal Powers. The powers of the District will be exercised by its Board of Directors to the extent necessary to provide the facilities and services contemplated in this Service Plan. The facilities, improvements, programs and services, along with all other activities permitted by law, will be undertaken in accordance with, and pursuant to, the procedures and conditions contained in the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., other applicable statutes and this Service Plan, as any or all of the same may be amended from time to time.

b. Other. In addition to the powers enumerated above, the Board of Directors of the District shall also have the following authority:

i. To amend this Service Plan as needed, subject to state and local laws contained in Title 32, C.R.S., including written notice to Adams County, pursuant to § 32-1-207, C.R.S., of actions which the District believes are permitted but which may be unclear; and

ii. To forego, reschedule or restructure the financing and construction of improvements and facilities to accommodate the pace of growth, resource

availability and inclusions of property within the District, or if the development of the improvements and facilities and/or the provision of services would best be performed by another entity; and

iii. To provide all additional services and exercise all powers expressly or impliedly granted by Colorado law, and which the District is required to provide or exercise, or in its discretion, may choose to provide or exercise; and

iv. To exercise all necessary and implied powers under Title 32, C.R.S. in the reasonable discretion of the Board of Directors of the District, subject to and in accordance with the powers described herein.

III. BOUNDARIES, POPULATION & VALUATION

The District's ultimate service area is anticipated to contain approximately 7000 acres located entirely within Adams County. The District is comprised of several parcels of land, developed and undeveloped, with various ownership interests. The Organizer holds an ownership or contractual interest in several parcels within the District's boundaries. Pursuant to § 32-1-307, C.R.S., the District will not include any parcel of 40 acres or more that is zoned agricultural without the written consent of the owner of such parcel.

Once formed, the District will encourage the inclusion of additional parcels within its boundaries in order to provide regional consistency in the operation and maintenance of facilities and services. The District contemplates the inclusion of additional parcels into the boundaries of the District in the manner required by § 32-1-105, C.R.S.

The legal description of the initial boundaries of the District are included in Exhibit D. The proposed service area of the District is depicted in Exhibit E. The location of the District within Adams County is included in Exhibit F.

Presently, the property within the proposed District is zoned PUD primarily for residential uses, and is being planned for construction of single-family homes and duplex (multi-family) residences, with limited commercial sites. The estimated residential population of the District at full build-out is approximately 18,249 people based on 6,083 residential units at an average of three people per unit, subject to development approval by Adams County and inclusion of property within the District's boundaries. The estimated valuation for assessment of the District at full build-out is Seventy Million Four Thousand Seven Hundred Ninety-Five Dollars ($70,004,795). The valuation for assessment of property within the initial District boundaries is Two Million Six Hundred Eighty-Three Thousand Five Dollars ($2,683,005).

IV. DESCRIPTION OF PROPOSED IMPROVEMENTS AND FACILITIES

A. Type of Improvements.

The District plans to provide for the acquisition of; financing, construction, installation and/or provision of street lighting, landscaping, storm drainage, irrigation facilities, television relay, patrol services, community/recreation centers, trails and other park and recreation services, multiple reservoir/open space areas and other improvements and facilities, within and without its boundaries. The Organizers have prepared a preliminary plan of the trails, community center and other facilities based on the County's construction standards, as described in Exhibit C, which includes the costs in current dollars of each, together with an explanation of the methods, basis, and/or assumptions used.

This description is preliminary only and is subject to modification and revision as engineering plans, financial factors, construction scheduling, costs, and community demand change. Improvements and services not specifically described herein shall be permitted as long as they are necessary and appurtenant to those activities generally contemplated in the Service Plan and are within the District's financial ability. The District will be permitted to exercise its statutory powers and authority to finance, design, acquire, install, construct, relocate, operate and maintain the public facilities and improvements and provide park and recreation services either directly or by contract.

It is anticipated that improvements constructed by developers or other entities will be dedicated to the District upon completion. In addition, the District shall be authorized to construct or acquire the public improvements generally described in Exhibit C, subject to the specific final design approval by the County. Phasing of construction and acquisition of Improvements will be determined by the District to meet the needs of residents and taxpayers within its boundaries.

B. Description of Existing Conditions.

The area is currently being developed and a trail system, open space areas, landscaping and streetscaping are being created as development progresses by existing districts and builders.

C. Anticipated Development.

Organizers of the District anticipate that residential development of all parcels within the District's boundaries will occur within 12 years. The schedule is shown in the Financial Plan attached hereto at Exhibit G. Upon development of these parcels the District will make every effort to include them into the District to avoid duplication of services and consistency in facilities, services and maintenance.

D. Public Improvement Schedule.

Construction and acquisition of the public improvements will commence as soon as possible following approval of the Service Plan. The Organizers anticipate the ongoing construction and acquisition of the improvements described in Exhibit C herein as development allows. Acquisition and construction of public improvements will be phased to match development within the District to ensure that public improvements are built as needed. It is anticipated that the Organizers will construct the community/recreation center and the District will acquire the facility when it issues its bonds.

E. Adams County Construction Standards.

The District will ensure that all improvements undertaken by the District are designed and constructed in accordance with the standards and specifications of Adams County and other governmental entities having jurisdiction. The District will obtain approval of civil engineering plans and a permit for construction and installation of improvements from the County.

F. Dedication of Improvements to Adams County.

The District will dedicate public improvements, rights-of-way and easements as required by the County. Landscaping, streetscaping, street lighting, open space, trails, park and recreation improvements, retention ponds or other facilities and improvements consistent with this Service Plan will be maintained by the District to the extent not dedicated to the County. Dedicated improvements will be operated and maintained by the County or its designee. If improvements are dedicated to the County, an initial acceptance letter will be issued by Adams County that may

require the public improvements to be warranted for one calendar year from the date of dedication. Adams County will issue a final acceptance letter at the end of the warranty period. At the County's discretion, dedication may take place after the one-year warranty.

G. Ownership and Operation of Facilities by the District.

Except for facilities and improvements described in this Section, the District shall not be authorized to own or operate facilities provided pursuant to this Service Plan without approval by Adams County. The District will own, operate and maintain the following facilities and improvements not otherwise dedicated to or accepted by Adams County: landscaping, street lighting, streetscaping, bicycle and walkway trails, equestrian trails, park and recreation facilities, including detention pond areas, drainageways, reservoirs or other water feature facilities, and television relay and translator facilities and all associated easements with rights-of-way. The District is expected to assume responsibility for the operation and maintenance of the facilities and improvements identified in this Service Plan, and will do so either by itself or by contract with others. Approval of this Service Plan by Adams County constitutes the County's agreement that the District may perform these functions.

H. Services to be Provided on behalf of other Governmental Entities.

The District is expected to provide landscaping, street lighting, park and recreation facilities and services, irrigation, water feature facilities, television relay and translator facilities, open space and trail development and operation and maintenance services for several metropolitan districts within the District boundaries. These services will be provided in anticipation of dedication or sale

of park and recreation facilities and improvements to the District and the dissolution of the other districts upon repayment of their respective debt.

V. FINANCIAL PLAN

A. General.

The Financial Plan attached as Exhibit G illustrates how the proposed services and facilities may be financed and operated by the District. The Financial Plan assumptions regarding the issuance of debt, the anticipated repayment schedule, and projected development within the District boundaries are included. The projected operations and maintenance budget for the District is substantial to allow for the maintenance and operation of existing and future improvements that will be dedicated to the District upon organization.

B. Debt Issuance.

The construction and acquisition of facilities and improvements by the District will be financed by the issuance of general obligation bonds, secured by the *ad valorem* taxing authority of the District and by user fees. It is anticipated that the majority of the facilities and improvements will be dedicated to the District by other entities. Capital construction projects may include recreation centers/community centers and other park and recreation facilities as described in Exhibit C.

The District may obtain financing for the capital improvements needed for the District improvements through the issuance of general obligation and/or revenue bonds by the District, payable from revenues derived from *ad valorem* property taxes, facility user fees and from other sources. It is currently anticipated that significant credit enhancements and security for bonds to be issued by the District may be provided by the Organizers or the Developer. Prior to the

issuance of the bonds, the acquisition and/or construction costs for any capital improvements may be advanced by the Organizers or by other governmental entities, subject to subsequent acquisition by the District of the completed improvements and reimbursement of such advanced construction costs. The District intends to issue bonds in the amount of Four Million Dollars ($4,000,000), exclusive of obligations issued to refund or refinance. The District may increase or decrease the amount of bonds to be issued as may be necessary to accommodate the needs of the District, at the discretion of the Board of Directors and subject to the provisions of this Service Plan. The exact interest rates and discounts will be determined at the time the bonds are sold by the District, taking into account market conditions at the time of sale. Refunding bonds may be issued by the District to defease original issue bonds in compliance with applicable law. The District may also issue notes, certificates, debentures or other evidences of indebtedness, as permitted by law. The figures contained herein depicting costs of capital improvements and operations shall not constitute legal limits on the financial powers of the District; provided, however, that the District shall not be permitted to issue bonds which are not in compliance with the bond registration and issuance requirements of Colorado law.

Subject to the restrictions set forth in this Section IV, the District will be authorized to fund any combination of improvements and services. The combined total estimated cost of the improvements is Three Million Five Hundred Thousand Dollars ($3,500,000). The County is not responsible for assuming any of the costs of the improvements funded by the District. The amount of bond authority to be presented for a vote is expected to exceed the amount of bonds anticipated to be sold, as shown in the Financial Plan, to allow for the utilization of alternative financing mechanisms, unforeseen contingencies, increases in acquisition or construction costs due to

changed market conditions or inflation, expansions of the District's boundaries, and to cover all issuance costs.

C. Identification of District Revenue/Mill Levy Cap.

The District will have a mill levy assessed on all taxable property within the District's boundaries as a primary source of revenue for payment of debt service and for operations and maintenance. Although the mill levy may vary depending upon the elected Board's decision to fund projects contemplated in this Service Plan, the District anticipates that the mill levy needed to support the initial debt, operations and maintenance expenses and administrative costs is ten (10) mills initially and reducing to 7.5 mills through the bond repayment period. The District intends to rely on property taxes as a source of revenue, together with user fees for District facilities. The District may increase or decrease the amount of the user fees at the discretion of the District's Board of Directors.

In no event shall the District's debt service mill levy exceed the Mill Levy Cap defined below.

The "Mill Levy Cap" shall be the maximum mill levy the District is permitted to promise to impose for payment of general obligation debt, and shall be determined as follows:

1. For debt which exceeds 50% of the District's assessed valuation, the Mill Levy Cap shall be 15 mills; provided however, that in the event the method of calculating assessed valuation is changed after the date of the approval of this Service Plan, or in the event of any legislation or constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be

binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, 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.

2. For debt which is less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the Mill Levy Cap shall be such amount as may be necessary to pay the debt service on such debt, without limitation of rate.

D. Security for Debt.

The District will not pledge any Adams County funds or assets for security for the indebtedness.

E. Financial Plan.

A financial plan is attached as Exhibit G, containing the following:

1. The debt anticipated to be issued by the District;

2. The total amount of debt to be issued during the three (3) year period commencing with the formation of the District;

3. The proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten year period from the date of organization of the District;

4. The dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated rates and discounts, and any expenses related to the organization and initial operation of the District;

5. A detailed repayment plan covering the life of any financing, including the frequency and amounts expected to be collected from all sources; and

6. The amount of any reserve fund and the expected level of annual debt service coverage that will be maintained for any financing.

F. Regional Improvements.

The District shall be authorized to participate in the funding and operation of regional public park and recreation infrastructure improvements consistent with this Service Plan. It is intended that the District will provide operations, maintenance, construction and acquisition of appropriate facilities to serve the community on a regional basis. The facilities, services and programs provided by the District will be available to persons residing outside the District's boundaries at a differential cost basis. All parks, trails and open space will be available without restriction.

G. Services of District.

The District will require sufficient operating funds to plan and cause the public improvements to be acquired, constructed, operated and maintained and to provide programs and services associated with such facilities and community recreational needs. The costs are expected to include: organizational costs, legal, engineering, accounting and debt issuance costs, compliance with state reporting and other administrative requirements. The operating budget for 2003 is estimated to be approximately Twelve Thousand Dollars ($12,000) increasing to Six Hundred Thousand Dollars ($600,000) by 2011. An overall financing plan showing the anticipated operating costs, bond issuance, implementation of user fees and related matters is attached as Exhibit G.

The Mill Levy Cap proposed for the repayment of the bonds does not apply to the District's

ability to increase its mill levy for operations and maintenance. However, there are statutory and constitutional limits on the District's ability to increase its mill levy without an election.

VI. ANNUAL REPORT

The District will provide annual audits and budgets to the State of Colorado as required by law with a copy to the County, if so requested.

VII. LANDOWNERS PUBLIC IMPROVEMENTS

The creation of the District will not relieve the Organizers, their successors or assigns of the obligation to construct public improvements required by any annexation or other subdivision improvement agreement.

VIII. MODIFICATION OF SERVICE PLAN

The District will obtain the approval of Adams County before making any material modifications to this Service Plan. Material modifications include modifications of a basic or essential nature including additions to the types of services provided by the District, change in dissolution date, change in mill levy cap, or change in revenue sources. This is not an exclusive list of all actions that may be identified as a material modification. County approval is not required for modifications to this Service Plan necessary for the execution of financing, construction of public improvements or inclusions already outlined in this Service Plan.

IX. RESOLUTION OF APPROVAL

The District incorporates the Adams County Board of County Commissioners' Resolution approving this Service Plan, a copy of which is attached as Exhibit A, including any conditions of approval

X. DISSOLUTION OF DISTRICT

The District will provide ongoing essential services allowing several other Districts to dissolve upon repayment of debt. It is not anticipated that the District will dissolve unless an adequate plan exists for continuation of ongoing services.

XI. NOTICE OF ORGANIZATION

The Organizers of the District will take steps to ensure that the developers of the property located within the District provide written notice at the time of closing to purchasers of land regarding the existence of taxes, charges or assessments which may be imposed in connection with the District. The District will also record the Order of the District Court creating the District in the real property records of the Clerk and Recorder of Adams County, Colorado, so that all future property owners within the District will have notice regarding the existence of the District.

XII. STATUTORY REQUIREMENTS

It is submitted that this Service Plan for the Todd Creek Park and Recreation District meets the requirements of the Special District Control Act, §§ 32-1-201, *et seq.*, C.R.S., the applicable requirements of the Colorado Constitution, and those of the County. It is further submitted that:

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

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

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

4. The area to be included within the District does have and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

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

6. The facility and service standards of the proposed District are compatible with the facility and service standards of the County within which the proposed special district is to be located and each municipality which is an interested party under Section 32-1-204(1), Colorado Revised Statutes;

7. The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-106, C.R.S.;

8. The proposal will be in compliance with the regional clean water plan in accordance with state requirements; and

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

EXHIBIT A
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS'
RESOLUTION OF APPROVAL

EXHIBIT B
RESOLUTIONS OF APPROVAL FROM OVERLAPPING DISTRICTS

EXHIBIT C
IMPROVEMENTS AND FACILITIES

EXHIBIT D
LEGAL DESCRIPTION AND
MAP OF INITIAL BOUNDARIES

EXHIBIT E
PROPOSED SERVICE AREA

EXHIBIT F
VICINITY MAP

EXHIBIT G
FINANCIAL PLAN

The District will pay an annual fee of $500.00 to the County when reports are submitted ~~of $500.00~~ for review and maintenance of the District file. The fee may be adjusted administratively, no more than once per year, based on the maximum local district annual percentage change in spending provided for under Article X, Section 20 of the State Constitution. Fees may be adjusted legislatively as deemed necessary.

VIII. LANDOWNERS PUBLIC IMPROVEMENTS

The creation of the District will not relieve the landowners or developers of the property, their successors or assigns, of any obligation to construct public improvements required by any agreement entered into with the County or other governmental entity.

IX. MODIFICATION OF SERVICE PLAN

The District will obtain approval from the County before making any material modifications to this Service Plan. Material modifications include:

a. The addition of new types of services.

b. Change in any service or facilities to be provided.

c. A decrease in the financial ability of the district to discharge existing or proposed indebtedness.

d. A decrease in existing or projected need for organized service in the area.

e. Inclusion of any additional property into the district.

f. Exclusion of any property from the district.

g. Change in the maximum mill levy.

h. Consolidation with any other district.

i. Except for assumed changes in conversion from constant dollars to current dollars, material changes in cost estimates provided.

j. Change in the dissolution date.

k. Change in the revenue source(s) for bonded indebtedness.

l. Failure to provide annual reports or other information to Teller County as may be required by C.R.S.

m. Reduction in any bond ratings or the failure of any credit enhancement technique.

n. Issuance of debt in any amount or type or at any time not authorized by the approved Service Plan.

o. Default in any of the terms and/or conditions of any Facilities Funding, Construction and Operations Agreement (FFCOA), if any, or any proposed or actual termination thereof, or any material alteration thereof.

p. Other such changes that may constitute a change in the basic or essential nature of the original service plan, including, without limitation, any increase or decrease in the District's service area.

q. The provision of services to any new subdivision of lands pursuant to the Teller County Land Use Regulations within the boundaries of the District as depicted in Exhibit C, "Arabian Acres Metropolitan District Boundary Map." It must be clearly demonstrated that there is adequate water to provide water to all lots in Arabian Acres and Trout Haven subdivisions, and all tracts of land currently unplatted, in addition to any new subdivision of land proposed.

r. Any substantial modification of the Capital Improvements Plan which is a part of this Service Plan.

EXHIBIT A
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS'
RESOLUTION OF APPROVAL

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 23RD day of SEPTEMBER, 2002 there were present:

Ted L. Strickland _____ Chairman
Elaine T. Valente_____Commissioner
Martin J. Flaum _____ Commissioner
James D. Robinson_____ County Attorney
Lucy Trujillo, Deputy_____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

ZONING HEARING DECISION - CASE #PRJ2002-00037
TODD CREEK VILLAGE PARK/REC. DISTRICT

WHEREAS, on the 23rd day of September, 2002, the Board of County Commissioners, held a public hearing on the application of Equinox Group, LLC, Case #PRJ2002-00037; and,

WHEREAS, this case involved an application for: Service Plan for a Park and Recreation District in Adams County, on the following described property:

LEGAL DESCRIPTION: **HERITAGE PROPERTY**
PARCEL A:
The NE ¼ of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado.

PARCEL B:
That part of the S ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Beginning at the Southeast corner of said Section 9; thence North along said Section line, 1886.6 feet; thence West at right angles to said Section line 996.4 feet; thence South at right angles to the last described line, 200 feet; thence West at right angles to the last described, 994.5 feet; thence North at right angles to the last described line 210 feet; thence S64°45"W, 600 feet; thence N30°00"W, 810 feet; thence due West 150 feet; thence S45°00"W, 360 feet; thence due West 1980 feet to the intersection of the West line of said Section at a point 3520 feet South of the Northwest corner thereof; thence South along said West line to the Southwest Section corner; thence East along said South line of said Section to the Southeast Section corner, the Place of Beginning.
Excepting from Parcel B, the East 30 feet for road.

PARCEL C:

A parcel of land conveyed to Todd Creek Farms Metropolitan District No. 1, by Deed recorded October 11, 2001 in Reception No. C0870369, described as follows:

That part of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado described as:

Beginning at a point from which the Southwest corner of said Section 9 bears S78°36'51"W a distance of 2275.08 feet; thence N25°41'37"W a distance of 448.79 feet; thence N39°17'10"E a distance of 130.17 feet; thence N07°27'55"E a distance of 187.14 feet; thence N25°41'37"W a distance of 100.27 feet; thence N77°27'28"W a distance of 280.49 feet; thence N25°41'37"W a distance of 547.81 feet to a point on the South line of Ebonaire Community Center Subdivision, a subdivision of a part of said Section 9; thence N89°26'00"E along said South line a distance of 374.74 feet; thence N13°27'20"E a distance of 45.38 feet; thence N00°34'00"W a distance of 20.66 feet; thence N67°37'53"E a distance of 100.47 feet; thence N35°58'47"E a distance of 114.87 feet; thence N64°00'57"E a distance of 238.93 feet; thence S38°06'38"E a distance of 656.47 feet; thence S24°19'44"E a distance of 420.89 feet; thence S38°01'47"W a distance of 732.99 feet; thence S52°26'28"W a distance of 218.66 feet; thence S67°38'52"W a distance of 77.07 feet to the Point of Beginning.

PARCEL D:

That part of the E ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 3311 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 3400 feet to the True Point of Beginning; thence continuing S00°24'09"E, parallel with the West line of said Section 9, a distance of 200.00 feet; thence N88°35'30"E parallel with the North line of the NE ¼ of said Section 9 a distance of 994.50 feet; thence N00°34'00"W, parallel with the West line of said Section 9, a distance of 200.00 feet; thence S88°35'30"W, parallel with the said North line, a distance of 994.50 feet to the True Point of Beginning.

PARCEL E:

That part of the S ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point of the North line of Section 9, 1991.00 feet East of the Northwest corner of said Section 9; thence South, parallel to the West line of said Section 9, a distance of 3480.00 feet; thence N34°30"E, 425.00 feet; thence N61°00'E, 155.00 feet; thence S30°00'E, 360.00 feet to the True Point of Beginning; thence S30°00'E, 440.00 feet; thence N64°45'E 600.00 feet; thence N76.4 feet; thence N65°37'W, 470.6 feet; thence S66°30'E, 365.00 feet to the True Point of Beginning.

PARCEL F:
That part of the E ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Beginning at a point on the North line of said Section 9, 3311 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet; thence N88°35'30"E parallel with the North line of the NE ¼ of said Section 9, a distance of 979.76 feet to the True Point of Beginning; thence S00°35'28"E a distance of 1813.35 feet to a point 3400.00 feet South of the North line of the NE ¼ Section 9; thence N88°35'30"E, parallel with said North line a distance of 981.38 feet to a point on the West right-of-way line of Yosemite Street; said point being 30.00 feet West of the East line of the SE ¼ of Section 9; thence N00°41'00"W parallel with said East line and along said West right-of-way line a distance of 758.62 feet to a point on the East-West centerline said Section 9; thence N00°36'05"W parallel with the East line NE ¼ said Section 9 and along said Westerly right-of-way line a distance of 1054.71 feet; thence S88°35'30"W a distance of 979.76 feet to the True Point of Beginning.

PARCEL G:
That part of the E ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Beginning at a point on the North line of said Section 9, 4290.28 feet East of the Northwest corner of said Section 9, thence S00°35'03"E, a distance of 1586.63 feet to a point; thence N86°35'30"E parallel with the North line of said NE ¼ of Section 9, a distance of 979.76 feet to a point on the West right-of-way line of Yosemite Street; thence N00°36'05"W, along said West right-of-way line and the Northerly extension of said line, a distance of 1586.62 feet to a point on the North line of said NE ¼; thence S88°35'30"W along said North line a distance of 979.28 feet to the Point of Beginning; except the North 30.00 feet thereof for Colorado State Highway No. 7 right-of-way.

PARCEL H:
That part of the E ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Beginning at a point on the North line of said Section 9; 3311.00 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet to the True Point of Beginning; thence N88°35'30"E, parallel with the North line of the NE ¼ of Section 9, a distance of 979.76 feet to a point; thence S00°35'28"E, a distance of 1813.35 feet to a point 3400.00 feet South of the North line of the NE ¼ of Section 9; thence S88°35'30"W and parallel with said North line a distance of 980.53 feet to a point 3311.00 feet East of the West line of said Section 9; thence N00°34'00"W, parallel with said West line, a distance of 1813.36 feet to the True Point of Beginning.

PARCEL I:
That part of the E ½ of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Beginning at a point on the North line of said Section 9, 3311.00 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet to a point; thence N86°35'30"E, parallel with the North line of the NE ¼ of Section 9, a distance of 979.76 feet to a point; thence N00°35'03"W a distance of 1586.63 feet to a point on the North line of said NE ¼; thence S88°35'30"W along said North line a distance of 979.28 feet to the Point of Beginning; except the North 30.00 feet for Colorado State Highway No. 7 right-of-way.

PARCEL J:
A parcel of land in the NW ¼ of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:
Commencing at the Northwest corner of said NW ¼; thence East on an assumed bearing and along the North line of said NW ¼ a distance of 1513.25 feet to the True Point of Beginning; thence on a prolongation of said line N90°00'00"E a distance of 1140.08 feet to the North quarter-corner of Section 16; thence along the North-South-Centerline of said Section 16, S00°40'54"W a distance of 1697.89 feet; thence N89°44'14"W a distance of 1276.85 feet; thence N00°35'44"E a distance of 78.93 feet; thence N89°44'14"W a distance of 1373.83 feet to a point on the West line of said NW ¼ of Section 16; thence along the West line of said NW 1/4 , N00°35'44"E a distance of 397.07 feet more or less to a point 1208.90 feet from the Northwest corner of said Section 16; thence N90°00'00"E and parallel to the North line of said NW ¼ a distance of 375.00 feet; thence N00°35'44"E and parallel to the West line of said NW ¼ a distance of 744.00 feet; thence N90°00'00"E and parallel to the North line of said NW ¼ a distance of 752.02 feet; thence N40°04'16"E a distance of 607.49 feet more or less to the True Point of Beginning; excepting therefrom, the West 30 feet thereof for Quebec Street.

PARCEL K:
That part of the Northwest ¼ of Section 16, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, described as:
Beginning at the Southwest corner of said Northwest ¼; thence S89°44'14"E on an assumed bearing along the South line of said Northwest ¼ a distance of 30.00 feet to the True Point of Beginning; thence N00°35'44"E parallel with the West line of said Northwest ¼ a distance of 1000.00 feet; thence S89°44'14"E parallel with the South line of said Northwest ¼ a distance of 1343.63 feet; thence S00°35'44"W parallel with the West line of said Northwest ¼ a distance of 1000.00 feet to a point on the South line of said Northwest ¼ ; thence N89°44'14"W along said South line a distance of 1343.83 feet to the True Point of Beginning.

PARCEL L:
That part of the Northwest ¼ of Section 16, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, described as follows:
Commencing at the West ¼ of said Section; thence along the south line of the Northwest ¼ of said Section S89°44'14"E, 30.00 feet to a point on the West right-of-way line of Quebec Street; thence continuing along said South line S89°44'14"E, 1343.83 feet to the True Point of Beginning; thence along said line S89°44'14"E, 1275.47 feet to the center One-Quarter Corner of said Section; thence along the East line of said Northwest ¼ N00°40'54"E, 921.08 feet; thence along a line that is parallel to the South line of said Northwest ¼ N89°44'14"W, 1276.85 feet; thence S00°35'44"W 921.07 feet to the True Point of Beginning.
All legal descriptions are subject to an accurate survey.

LEGAL DESCRIPTION – TCM I PROPERTY
The SE ¼ of Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, except the following tracts and parcels:
A. Parcel conveyed to the County of Adams, State of Colorado, for Road purposes, in instrument recorded March 6, 1923 in Book 101 at Page 527;

B. Parcel conveyed to the Department of Highways, State of Colorado in instrument recorded September 2, 1966 in Book 1317 at Page 171;

C. Parcel conveyed to Sam A. Amato and Charlotte W. Amato in Deed recorded February 16, 1972 in Book 1781 at Page 224;

D. Parcel conveyed to Noel Hubert and Paula Hubert in Deed recorded February 4, 1954 in Book 486 at Page 578;

E. "Plot 11½", as identified and described in instrument recorded September 18, 1954 in Book 219 at Page 13, and as otherwise appearing in various instruments of record;

F. Parcel conveyed to Melvin F. Porterfield and Patricia Ann Porterfield in deed recorded March 13, 1969 in Book 1501 at Page 318;

G. That part of the Southeast ¼ of Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, Described as:

Beginning at the Southeast corner of said Section 4; thence N00°06'54"E along the East line of said Southeast ¼, a distance of 110.00 feet to the North right-of-way line of Colorado State Highway 7; thence S89°00'27"W a distance of 20.00 feet to the West right-of-way line of Yosemite Street as recorded in Book 486 at Page 578, the True Point of Beginning; thence S89°00'27"W along said right-of-way line, and parallel with the South line of said Southeast ¼, a distance of 329.06 feet; thence N00°06'54"E and parallel with the East line of said Southeast ¼ a distance of 273.11 feet; thence N89°00'27"E a distance of 329.06 feet to the West right-of-way line of Yosemite Street; thence S00°06'54"E along said right-of-way line a distance of 273.11 feet to the True Point of Beginning.

LEGAL DESCRIPTION – ES I PROPERTY

PARCEL A:

The North ½ of Section 5, Township 1 South, Range 67 West of the 6th P.M., except the East 30 feet thereof for County road, and except the rights-of-way for Holly Street and East 168th Avenue, and, excepting therefrom the following described parcel:

That part of the NE ¼ of Section 5, Township 1 South, Range 67 West of the 6th P.M., described as beginning at the East quarter corner of said Section 5; thence North along the East line of said NE ¼ a distance of 147.85 feet to the True Point of Beginning; thence West at right angles a distance of 973.23 feet; thence N04°08'W, 579 feet; thence N32°02'E, 83.00 feet; thence N69°42'E, 571.4 feet; thence N81°22'E, 440.00 feet to a point on the East line of said NE ¼; thence South 912.15 feet to the True Point of Beginning, County of Adams, State of Colorado.

PARCEL B:
That part of the NE ¼ of Section 5, Township 1 South, Range 67 West of the 6th P.M., described as beginning at the East quarter corner of said Section 5; thence North along the East line of said NE ¼ a distance of 147.85 feet to the True Point of Beginning; thence West at right angles a distance of 973.23 feet; thence N04°08'W, 579 feet; thence N32°02'E, 83.00 feet; thence N69°42'E, 571.4 feet; thence N81°22'E, 440.00 feet to a point on the East line of said NE ¼; thence South 912.15 feet to the True Point of Beginning, County of Adams, State of Colorado.

LEGAL DESCRIPTION – TODD CREEK VISTAS
That part of the Southeast ¼ of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at the Southeast corner of said Southeast ¼; thence S89°48'25"W along the South line of said Southeast ¼, a distance of 910.90 feet to the proposed Northerly right-of-way line of proposed E-470 (parcel TX-217 of E-470 Public Highway Authority); thence N64°33'06"W along said proposed Northerly right-of-way line, a distance of 1238.76 feet to the beginning of a tangent curve to the left, the radius of said curve is 7789.44 feet, the central angle of said curve is 04°55'35", the chord of said curve bears N67°00'53"W, 669.54 feet; thence along the arc of said curve and along said proposed Northerly right-of-way line, a distance of 669.75 feet to the West line of said Southeast ¼; thence N00°01'46"W along said West line, a distance of 1778.57 feet to the South right-of-way line of Ehler Parkway (East 148th Avenue) as described in Book 4781 at Page 177, Adams County records, being 40.00 feet, as measured along said West line, from the Northwest Corner of said Southeast ¼; thence N89°32'43"E, along said South right-of-way line, a distance of 1479.26 feet, being 1170.00 feet West of, as measured along said South right-of-way line, from the East line of said Southeast ¼; thence S00°03'13"W parallel with said East line, a distance of 360.00 feet; thence N89°32'43"E parallel with the North line of said Southeast ¼, a distance of 450.00 feet; thence N32°58'08"E, a distance of 44.80 feet to the beginning of a tangent curve to the left, the radius of said curve is 101.36 feet, the central angle of said curve is 61°14'45", the chord of said curve bears N02°20"45"E, 103.26 feet; thence along the arc of said curve, a distance of 108.35 feet to the beginning of a tangent curve to the right, the radius of said curve is 237.72 feet; the central angle of said curve is 28°19'50", the chord of said curve bears N14°06'42"W, 116.35 feet; thence along the arc of said curve, a distance of 117.55 feet to the end of said curve; thence N00°03'13"E tangent with the last described course and parallel with the East line of said Southeast ¼, a distance of 106.40 feet to the South right-of-way line of said Ehler Parkway (East 148th Avenue); thence N89°32'43"E along said South right-of-way line, a distance of 680.00 feet to the West right-of-way line of Yosemite Street as described in said Book 4781 at Page 177, being 40.00 feet West of the East line of said Southeast ¼; thence S00°03'13"W along said West right-of-way line, a distance of 491.09 feet to a point on a non-tangent curve to the left, the radius of said curve is 374.80 feet; the central angle of said curve is 11°25'19", the chord of said curve bears N32°28'40"E, 74.59 feet; thence along the arc of said curve, a distance of 74.72 feet to the East line of said Southeast ¼; thence S00°03'13"W along said East line, a distance of 2161.79 feet to the Point of Beginning.

LEGAL DESCRIPTION – MARCUS PROPERTY
A parcel of land in Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the East and West center line of said Section 4, that is 298 feet distant West of the Southeast corner of the SW ¼ NE ¼ of said Section 4; thence South 296 feet to a point; thence N71°48'W, 295 feet; thence N50°36'W, 150 feet; thence N77°36'W, 155 feet; thence S70°44'W, 170 feet; thence S59°51'W, 245 feet; thence S75°49'W, 665 feet; thence S69°28'W, 315 feet; thence S63°30'W, 135 feet; thence North 482 feet; thence N33°55'E, 130 feet; thence N73°24'E, 350 feet; thence N87°03'E, 347 feet; thence N82°31'E, 236 feet; thence N81°13'E, 334 feet; thence N82°55'E, 210 feet; thence N80°33'E, 305 feet; thence S31°37'E, 200 feet; thence S87°30'E, 50 feet; thence South 98 feet to the Point of Beginning, County of Adams, State of Colorado.

LEGAL DESCRIPTION – HOGUE PROPERTY

Beginning at the Southwest corner of Section 3, thence East 951/8 feet, thence North 630 feet; thence West 951/8 feet; thence South 630 feet to the Point of Beginning, except the South 30 feet and except the West 30 feet and except Highway 3/1/67 10/58A 16070# #Yosemite Street.

LEGAL DESCRIPTION – BARTLEY

PARCEL I:

The Southeast ¼ of Section 2, Township 1 South, Range 67 West of the 6th P.M., except those portions conveyed in deeds recorded;

A. April 14, 1956, in Book 604 at Page 109;
B. July 22, 1963 in Book 1082 at Page 383;
C. April 19, 1971 in Book 1686 at Page 53;
D. July 12, 1973 in Book 1875 at Pages 909 and 910;
E. July 29, 1999 in Book 5630 at Page 380;

and except that part conveyed to the State Department of Highways in Deed recorded June 19, 1967 in Book 1370 at Page 40; and except any part lying within the Plat of Brines Tract recorded June 24, 1968 in File 12, Map 101, County of Adams, State of Colorado.

PARCEL II:

The Southwest ¼ of Section 2, Township 1 South, Range 67 West of the 6th P.M., except that part conveyed to the State Department of Highways in Deed recorded June 22, 1967 in Book 1370 at Page 380, County of Adams, State of Colorado.

LEGAL DESCRIPTION – SHOOK PROPERTY

The Southwest ¼ of the Southeast ¼ and the West ½ of the Southeast ¼ of the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6th P.M.; County of Adams, State of Colorado, excepting therefrom, that portion deeded to the Department of Highways, State of Colorado by Deed recorded October 3, 1966 in Book 1323 at Page 91 as Reception No. 796191.

LEGAL DESCRIPTION – TCM II PROPERTY

The NE ¼ of Section 4, Township 1 south, Range 67 West of the 6th P.M., except the East 40 feet conveyed to Adams County in instrument recorded March 10, 1923 in Book 101 at Page 527; also except those portions of the Single reservoirmas described in instruments recorded September 13, 1981 in Book 89 at Page 495 and March 11, 1920 in Book 106 at Page 46; also except that part conveyed to Rex A. Seltzer and Lois Seltzar in instrument recorded March 2, 1992 in Book 3873 at Page 28, County of Adams, State of Colorado.

LEGAL DESCRIPTION – LOPEZ PROPERTY

NE ¼ of the NE ¼ of Section 10, Township 1 South, Range 67 West of the 6th P.M., except the East 20 feet thereof, and except the West 20 feet of the East 40 feet conveyed in instrument recorded April 8, 1999 in Book 5709 at Page 907, as corrected by instrument recorded May 4, 1999 in Book 5740 at Page 248, County of Adams, State of Colorado.

LEGAL DESCRIPTION – HAWK RIDGE PROPERTY

The NE ¼ of Section 22, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado.

PARCEL VII

SECT,TWN,RNG:5-1-67 DESC: TRACT LYING S AND E OF C/L SIGNAL DT SD C/L DESC AS BEG AT SE COR SEC 5 TH W 437/08 FT TO TRUE POB TH N 04D 28M E 51/20 FT TH N 10D 31M E 92/90 FT TH N 06D 37M E 157/02 FT TH N 25D 49M E 342/44 FT TH N 39D 43M E 71/32 FT TH N 47D 05M E 278/81 FT TO A PT N ALG E LN 851/17 FT FROM SE COR 5/880A

PARCEL VIII

SECT,TWN,RNG:5-1-67 DESC: W2 SE4 TOG WITH E2 E2 SW4 AND RESV AND THAT PT OF RESV IN W2 E2 DESC BEG AT SW COR E2 E2 SW4 TH WLY 181 FT TH NLY 748 FT TH ELY 181 FT TH SLY 748 FT TO POB EXC PARC 29/895A

PARCEL IX

SECT, TWN, RNG: 5-1-67 DESC: W2 SW4 AND W2 E2 SW4 EXC PARC IN SE COR AND EXC RD AND EXC HWY 111/58A

PARCEL X

WHEATLAND ESTATES SUBDIVISION FILING NO. 1, NO. 2, NO. 3, NO. 4 AND NO. 5., COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL XI

BEG AT SW COR OF SEC 3 TH E 951/8 FT TH N 630 FT TH W 951/8 FT TH S 630 FT TO POB EXC S 30 FT AND EXC W 30 FT EXC HIWAY 3/1/67 10/58A 16070# #YOSEMITE ST

NOTE: NOTICE IS FURTHER GIVEN that pursuant to § 32-1-203(3.5), C.R.S., any owner of real property within the proposed Todd Creek Village Park and Recreation District's boundaries may file a petition with the Board of County Commissioners, Adams County, Colorado requesting that such property be excluded from the proposed district. Such requests for exclusion must be submitted to the Board of County Commissioners no later than 10 days prior to the September 23, 2002 public hearing. Any request for exclusion shall be acted upon before final action of the County Commissioners under § 32-1-205, C.R.S. Requests for exclusion should be forwarded to **Board of County Commissioners, Adams County Colorado, 450 South 4th Avenue, Brighton, Colorado 80601.**.

APPROXIMATE LOCATION: Generally North of E-470, South of 168th Avenue, East of Holly Street, and West of the South Platte River.

WHEREAS, substantial testimony was presented by members of the public and the applicant; and,

WHEREAS, the Adams County Planning Commission held a public hearing on the 22nd day of August, 2002, and forwarded a recommendation of APPROVAL to the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendations of the Department of Planning and Development and the Planning Commission, the application in this case be hereby **APPROVED** based upon the following findings of fact and subject to the fulfillment of the following conditions precedent and stipulations by the applicant:

Findings Of Fact:

1. The District has demonstrated a need for the proposed services in this area of Adams County.

2. Existing services are not adequate for existing needs, and a new District may be able to meet present and projected needs for public improvements.

3. Economical and sufficient service to the area within the District boundaries has been demonstrated by the District.

4. Indebtedness may be discharged on a reasonable basis and any issuance of bonds will need to be approved by the property owners of the District.

5. Adequate service is not, or will not be, available to the area through the County or other existing special districts within a reasonable time and on a comparable basis. The proponents of the District have also entered into an Intergovernmental Agreement with the City of Thornton allowing these services to be provided to the area by an entity other than the City.

6. Although detailed construction plans were not included as a part of the service plan, the Department of Public Works will ensure that all facility and service standards will be comparable with other Districts within Adams County.

7. The Service Plan meets the intent of the Adams County Comprehensive Plan.

8. The Service Plan is not impacting the long range water quality management plan for the area.

9. The creation of the District and the Service Plan will be in the best interests of the area proposed to be served.

Conditions Precedent:

1. The Service Plan shall specifically exclude properties:
   a. That are greater than 40 acres and used for agricultural purposes; and
   b. Those properties that are in the City of Thornton

2. After the district is formed, the District must notify all property owners within its proposed service area of their rights to petition into the District.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Strickland_____ Aye
Valente_____ Aye
Flaum_____ Excused

Commissioners

STATE OF COLORADO)
County of Adams)

I, Carol Snyder, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 23RD day of SEPTEMBER, A.D. 2002.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Carol Snyder:

By: Lucy Trujillo

Deputy

EXHIBIT B
RESOLUTIONS OF APPROVAL FROM OVERLAPPING DISTRICTS

RESOLUTION OF THE BOARD OF DIRECTORS,
OF THE HERITAGE TODD CREEK METROPOLITAN DISTRICT,
CONSENTING TO THE ORGANIZATION OF
TODD CREEK VILLAGE PARK & RECREATION DISTRICT

WHEREAS, a Service Plan has been submitted to Adams County for the proposed Todd Creek Village Park & Recreation District (the "District") pursuant to part 2, article 1, title 32, C.R.S. which proposes that the District provide park and recreation services and facilities to an area that overlaps the boundaries of the Heritage Todd Creek Metropolitan District ("Heritage"); and

WHEREAS, § 32-1-107(3), of the Colorado Revised Statutes, provides that the service area of a special district may overlap the service area of an existing special district which is authorized to provide the same services or facilities if such services or facilities do not duplicate or interfere with the services and facilities of the existing district and the board of directors of the district consents to the overlapping by the proposed district; and

WHEREAS, the Board of Directors of Heritage have duly considered this matter in light of the public health and welfare of the citizens within its boundaries and has determined that it is in the best interests of Heritage to support the overlapping by the District for provision of park and recreation services and facilities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HERITAGE TODD CREEK METROPOLITAN DISTRICT:

1. Pursuant to §32-1-107(3) the Board of Directors of the Heritage Todd Creek Metropolitan District consents to the overlapping of its territory by the proposed Todd Creek Village Park & Recreation District.

2. The park and recreation functions of Heritage will be dedicated to and undertaken by the Todd Creek Village Park & Recreation District and upon the dedication of facilities and provision of operations and maintenance to the District, Heritage will no longer undertake the park and recreation activities authorized in its service plan unless the District ceases to exist or is not financially capable of providing the facilities and services.

RESOLVED this _____ day of _____, 2002.

BOARD OF DIRECTORS HERITAGE TODD CREEK METROPOLITAN DISTRICT

By: _____
Chairman

ATTEST:

By: _____
Secretary

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1 CONCERNING THE CONSENT TO THE OVERLAP OF ITS BOUNDARIES AND PROVISION OF PARK AND RECREATION SERVICES BY THE PROPOSED TODD CREEK VILLAGE PARK AND RECREATION DISTRICT

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for the County of Adams, Colorado, and is located within Adams County; and

WHEREAS, § 32-1-107(3)(b) require a resolution of consent from special districts whose boundaries overlap a proposed special district that will provide the same services; and

WHEREAS, the Todd Creek Village Park and Recreation District (the "Park and Recreation District") has been proposed to provide park and recreation services in an area that overlaps the boundaries of the Eagle Shadow Metropolitan District No. 1 (the "District") which is empowered to provide park and recreation services; and

WHEREAS, the Board of Directors of the Eagle Shadow Metropolitan District No. 1 has considered the proposed service plan of the Park and Recreation District and its impact on the services currently provided by the District:

NOW, THEREFORE, BE IT RESOLVED BY EAGLE SHADOW METROPOLITAN DISTRICT NO. 1:

1. The District hereby consents to the overlapping of its boundaries by the Todd Creek Village Park and Recreation District and the provision of park and recreation services and facilities within the boundaries of the District by the Park and Recreation District.

2. If the Park and Recreation District is formed and authorized to provide the services detailed in its service plan as submitted to Adams County on August 9, 2002, the District will no longer provide park and recreation services within its boundaries and will allow the Park and Recreation District to assume ownership and control of all park and recreation facilities and related appurtenances within its ownership and control.

3. The proposed improvements and facilities to be financed, established or operated by the Park and Recreation District will not duplicate or interfere with any improvements or facilities already constructed or planned to be constructed within the existing boundaries of the District that the Park and Recreation District will overlap.

4. This Resolution shall be void and of no effect if the Todd Creek Village Park and Recreation District is not formed or if the financial plan set forth in its service plan is not implemented on or before December 31, 2003.

Whereupon, the motion was seconded by Director _____, and upon vote, unanimously carried. The Chairman declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 20th DAY OF AUGUST, 2002.

EAGLE SHADOW METROPOLITAN DISTRICT NO. 1

By: _____
President

ATTEST:

By: _____
Secretary

F:\EgleShdw\Reso
RWD905
_____.0007

EXHIBIT C
IMPROVEMENTS AND FACILITIES

TODD CREEK VILLAGE
PARKS AND RECREATION DISTRICT

Capital Improvements:		
1)	Community Center	3,000,000.00
2)	Trail System	2,000,000.00
3)	Fencing	1,000,000.00
Operations and Maintenance		
1)	Mowing/Trimming	
2)	Tree Maintenance	
3)	Snow Removal	
4)	Irrigation Repair	
5)	Street Sweeping	
6)	Trash Pick-up[	
7)	Fence Maintenance	
8)	Fertilize Trees/Grass	
Total Per Year		450,000.00

TODD CREEK COMMUNITY CENTER

Adams County, Colorado

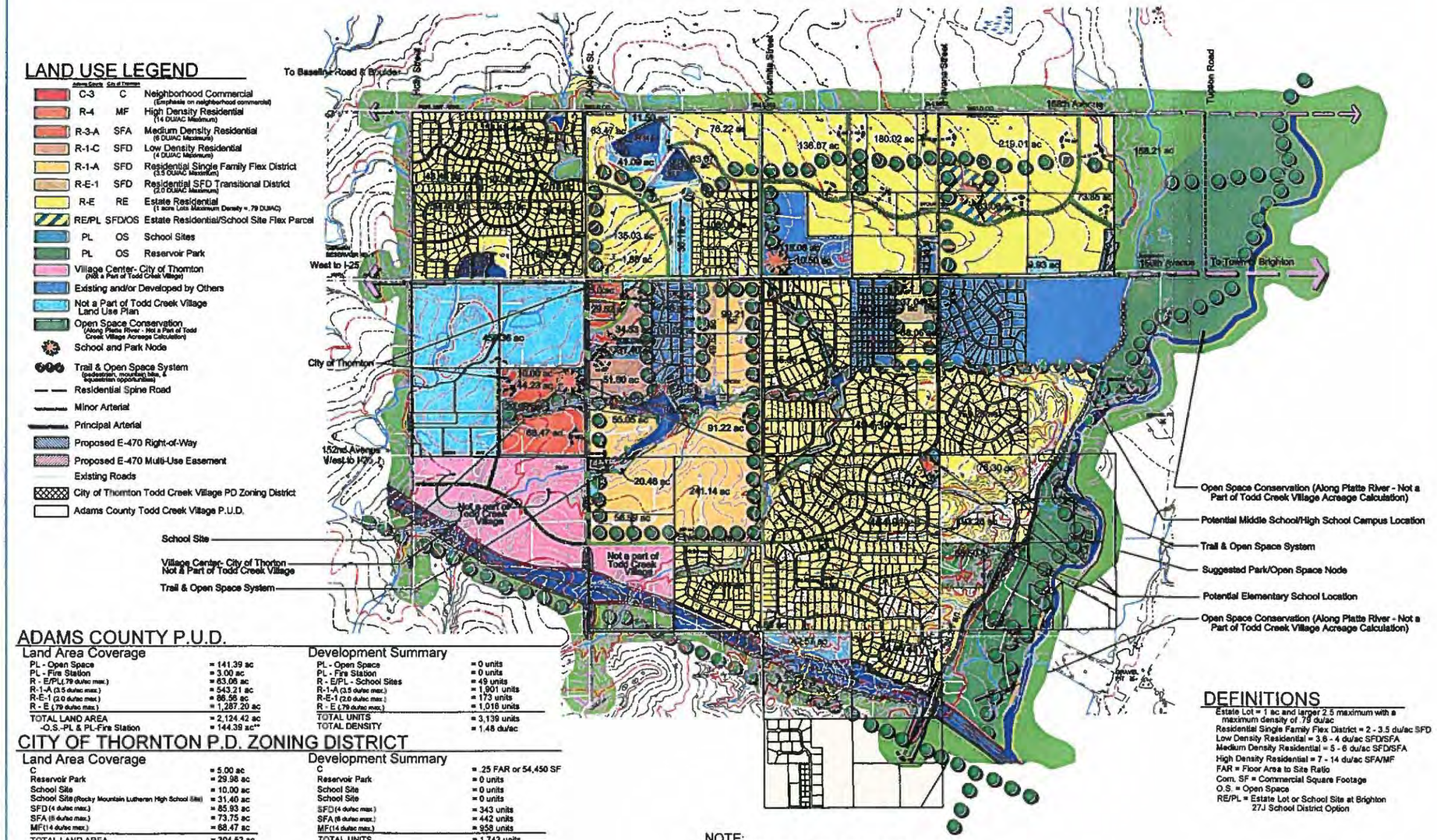
Conceptual Site Plan

TODD CREEK VILLAGE

PRELIMINARY PUD PLAN

SUB AREA LAND USE PLAN

CASE NO. _____



LAND USE LEGEND

C-3	C	Neighborhood Commercial (Emphasis on neighborhood commercial)
R-4	MF	High Density Residential (14 DU/AC Maximum)
R-3-A	SFA	Medium Density Residential (8 DU/AC Maximum)
R-1-C	SFD	Low Density Residential (4 DU/AC Maximum)
R-1-A	SFD	Residential Single Family Flex District (3.5 DU/AC Maximum)
R-E-1	SFD	Residential SFD Transitional District (2.0 DU/AC Maximum)
R-E	RE	Estate Residential (1 acre Lots Maximum Density = .79 DU/AC)
RE/PL	SFD/OS	Estate Residential/School Site Flex Parcel
PL	OS	School Sites
PL	OS	Reservoir Park
		Village Center- City of Thornton (Not a Part of Todd Creek Village)
		Existing and/or Developed by Others
		Not a Part of Todd Creek Village Land Use Plan
		Open Space Conservation (Along Platte River - Not a Part of Todd Creek Village Acreage Calculation)
		School and Park Node
		Trail & Open Space System (pedestrian, mountain bike, & equestrian opportunities)
		Residential Spine Road
		Minor Arterial
		Principal Arterial
		Proposed E-470 Right-of-Way
		Proposed E-470 Multi-Use Easement
		Existing Roads
		City of Thornton Todd Creek Village PD Zoning District
		Adams County Todd Creek Village P.U.D.

ADAMS COUNTY P.U.D.

Land Area Coverage		Development Summary	
PL - Open Space	= 141.39 ac	PL - Open Space	= 0 units
PL - Fire Station	= 3.00 ac	PL - Fire Station	= 0 units
R - E/PL(.79 du/ac max.)	= 63.06 ac	R - E/PL - School Sites	= 49 units
R-1-A (3.5 du/ac max.)	= 543.21 ac	R-1-A (3.5 du/ac max.)	= 1,901 units
R-E-1 (2.0 du/ac max.)	= 86.55 ac	R-E-1 (2.0 du/ac max.)	= 173 units
R - E (.79 du/ac max.)	= 1,287.20 ac	R - E (.79 du/ac max.)	= 1,018 units
TOTAL LAND AREA	= 2,124.42 ac	TOTAL UNITS	= 3,139 units
-O.S.-PL & PL-Fire Station	= 144.39 ac**	TOTAL DENSITY	= 1.48 du/ac

CITY OF THORNTON P.D. ZONING DISTRICT

Land Area Coverage		Development Summary	
C	= 5.00 ac	C	= .25 FAR or 54,450 SF
Reservoir Park	= 29.98 ac	Reservoir Park	= 0 units
School Site	= 10.00 ac	School Site	= 0 units
School Site (Rocky Mountain Lutheran High School Site)	= 31.40 ac	School Site	= 0 units
SFD (4 du/ac max.)	= 85.93 ac	SFD (4 du/ac max.)	= 343 units
SFA (8 du/ac max.)	= 73.75 ac	SFA (8 du/ac max.)	= 442 units
MF (14 du/ac max.)	= 68.47 ac	MF (14 du/ac max.)	= 958 units
TOTAL LAND AREA	= 304.53 ac	TOTAL UNITS	= 1,743 units
-O.S.-Reservoir Park & School Sites	= 71.38 ac	TOTAL DENSITY	= 5.72 du/ac

NOT INCLUDED IN TODD CREEK SUBMITTAL

Land Area Coverage		Development Summary	
Existing Developed by Others	= 634.19 ac	Existing Developed by Others	= 259 units (Estimated)
Existing Estate Development	= 2,035.52 ac	Existing Estate Development	= 728 units (Estimated)
Estate Residential (.79 du/ac max.)	= 274.60 ac	Estate Residential (.79 du/ac max.)	= 216 units
Not a Part of Todd Creek Village	= 616.51 ac	TOTAL UNITS	= 1,201 units
School Site	= 22.27 ac	TOTAL DENSITY	= 0.28 du/ac
Trail & O.S. Systems	= 334.55 ac		
Collector & Arterial Street R.O.W	= 380.33 ac		
TOTAL LAND AREA	= 4,297.97 ac		
-O.S. SYSTEMS-TRAIL- & SCHOOL SITE	= 356.82 ac		

TOTAL DEVELOPMENT

TOTAL UNITS	= 6,083 units
TOTAL LAND AREA	= 6,726.92 ac
TOTAL DENSITY	= 0.90 du/ac
-TOTAL O.S. & SCHOOLS	= 572.59 ac

DEFINITIONS

Estate Lot = 1 ac and larger 2.5 maximum with a maximum density of .79 du/ac
Residential Single Family Flex District = 2 - 3.5 du/ac SFD
Low Density Residential = 3.8 - 4 du/ac SFD/SFA
Medium Density Residential = 5 - 6 du/ac SFD/SFA
High Density Residential = 7 - 14 du/ac SFA/MF
FAR = Floor Area to Site Ratio
Com. SF = Commercial Square Footage
O.S. = Open Space
RE/PL = Estate Lot or School Site at Brighton 27J School District Option

NOTE:

* The intent of this plan is to illustrate design and planning concepts only. Parcel acreages are approximate in nature, and are subject to change according to final platting, CDOT review, actual platted parcel boundaries, and topographic survey information.

** Additional park and open space requirements shall be met within the R-1-A land use designation.

NORTH

SCALE: 1" = 2000'

0 2000 4000 6000

LAND ARCHITECTS
I N C
• Land Planning
• Urban Design
• Landscape Architecture
• Park Planning & Design
2681 West Alamo Avenue • Littleton Colorado 80120
Phone (303) 734-1777 • Fax (303) 734-1778

DATE: 8/31/00
REV. DATE: 05/04/01
06/26/01
02/01/02
02/27/02
04/03/02
FILE NO. _____
MAP NO. _____
RECEPTION NO. _____

EXHIBIT D
LEGAL DESCRIPTION AND
MAP OF INITIAL BOUNDARIES

LEGAL DESCRIPTION (continued) File No. RDC 170860 C2

Heritage

Parcel A:

The NE1/4 of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado.

Parcel B:

That part of the S1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at the Southeast corner of said Section 9; Thence North along said Section line, 1886.6 feet; thence West at right angles to said Section line 996.4 feet; thence South at right angles to the last described line, 200 feet; thence West at right angles to the last described, 994.5 feet; thence north at right angles to the last described line 210 feet; thence S64°45"W, 600 feet; thence N30°00"W, 810 feet; thence due West 150 feet; thence S45°00"W, 360 feet; thence due west 1980 feet to the intersection of the West line of said Section at a point 3520 feet South of the Northwest corner thereof; thence South along said West line to the Southwest Section corner; thence East along said South line of said Section to the Southeast Section corner, the Place of Beginning.

Excepting from Parcel B, the East 30 feet for road.

Parcel C:

A parcel of land conveyed to Todd Creek Farms Metropolitan District No. 1, by Deed recorded October 11, 2001 in Reception No. C0870369, described as follows:

That part of Section 9, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado described as:

Beginning at a point from which the Southwest corner of said Section 9 bears S78°36'51"W a distance of 2275.08 feet; thence N25°41'37"W a distance of 448.79 feet; thence N39°17'10"E a distance of 130.17 feet; thence N07°27'55"E a distance of 187.14 feet; thence N25°41'37'W a distance of 100.27 feet; thence N77°27'28"W a distance of 280.49 feet; thence N25°41'37"W a distance of 547.81 feet to a point on the South line of Ebonaire Community Center Subdivision, a subdivision of a part of said Section 9; thence N89°26'00"E along said South line a distance of 374.74 feet; thence N13°27'20"E a distance of 45.38 feet; thence N00°34'00"W a distance of 20.66 feet; thence N67°37'53"E a distance of 100.47 feet; thence N35°58'47"E a distance of 114.87 feet; thence N64°00'57'E a distance of 238.93 feet; thence S38°06'38"E a distance of 656.47 feet; thence S24°19'44"E a distance of 420.89 feet; thence S38°01'47"W a distance of 732.99 feet; thence S52°26'28"W a distance of 218.66 feet; thence S67°38'52"W a distance of 77.07 feet to the Point of Beginning.

(continued)

Parcel D:

That part of the E1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 3311 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 3400 feet to the True Point of Beginning; thence continuing S00°24'09"E, parallel with the West line of said Section 9, a distance of 200.00 feet; thence N88°35'30"E parallel with the North line of the NE1/4 of said Section 9 a distance of 994.50 feet; thence N00°34'00"W, parallel with the West line of said Section 9, a distance of 200.00 feet; thence S88°35'30"W, parallel with the said North line, a distance of 994.50 feet to the True Point of Beginning.

Parcel E:

That part of the S1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point of the North line of Section 9, 1991.00 feet East of the Northwest corner of said Section 9; thence South, parallel to the West line of said Section 9, a distance of 3480.00 feet; thence N34°30"E, 425.00 feet; thence N61°00'E, 155.00 feet; thence S30°00'E, 360.00 feet to the True Point of Beginning; thence S30°00'E, 440.00 feet; thence N64°45'E 600.00 feet; thence N76.4 feet; thence N65°37'W, 470.6 feet; thence S66°30'E, 365.00 feet to the True Point of Beginning.

Parcel F:

That part of the E1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M. County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 3311 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet; thence N88°35'30"E parallel with the North line of the NE1/4 of said Section 9, a distance of 979.76 feet to the True Point of Beginning; thence S00°35'28"E a distance of 1813.35 feet to a point 3400.00 feet South of the North line of the NE1/4 Section 9; thence N88°35'30"E, parallel with said North line a distance of 981.38 feet to a point on the West right of way line of Yosemite Street, said point being 30.00 feet West of the East line of the SE1/4 of Section 9; thence N00°41'00"W parallel with said East line and along said West right of way line a distance of 758.62 feet to a point on the East-West centerline said Section 9; thence N00°36'05"W parallel with the East line NE1/4 said Section 9 and along said Westerly right of way line a

(continued)

distance of 1054.71 feet; thence S88°35'30"W a distance of 979.76 feet to the True Point of Beginning.

Parcel G:

That part of the E1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 4290.28 feet East of the Northwest corner of said Section 9, thence S00°35'03"E, a distance of 1586.63 feet to a point; thence N86°35'30"E parallel with the North line of said NE1/4 of Section 9, a distance 979.76 feet to a point on the West right of way line of Yosemite Street; thence N00°36'05"W, along said West right of way line and the Northerly extension of said line, a distance of 1586.62 feet to a point on the North line of said NE1/4; thence S88°35'30"W along said North line a distance of 979.28 feet to the Point of Beginning; Except the North 30.00 feet thereof for Colorado State Highway No. 7 right of way.

Parcel H:

That part of the E1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 3311.00 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet to the True Point of Beginning; thence N88°35'30"E, parallel with the North line of the NE1/4 of Section 9, a distance of 979.76 feet to a point; thence S00°35'28"E, a distance of 1813.35 feet to a point 3400.00 feet South of the North line of the NE1/4 of Section 9; thence S88°35'30"W and parallel with said North line a distance of 980.53 feet to a point 3311.00 feet East of the West line of said Section 9; thence N00°34'00"W, parallel with said West line, a distance of 1813.36 feet to the True Point of Beginning.

Parcel I:

That part of the E1/2 of Section 9, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the North line of said Section 9, 3311.00 feet East of the Northwest corner of said Section 9; thence S00°34'00"E on a line parallel with the West line of said Section 9, a distance of 1586.64 feet to a point; thence N86°35'30"E, parallel with the North line of the NE1/4 of Section 9, a distance of 979.76 feet to a point; thence N00°35'03"W a distance of 1586.63 feet to a point on the North line of said NE1/4; thence S88°35'30"W along said North line a distance of 979.28 feet to the Point of

(continued)

Beginning; Except the North 30.00 feet for Colorado State Highway No. 7 Right of Way.

Parcel J:

A parcel of land in the NW1/4 of Section 16, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Commencing at the Northwest corner of said NW1/4; thence East on an assumed bearing and along the North line of said NW1/4 a distance of 1513.25 feet to the True Point of Beginning; Thence on a prolongation of said line N90°00'00"E a distance of 1140.08 feet to the North quarter-corner of Section 16; thence along the North-South-Centerline of said Section 16, S00°40'54"W a distance of 1697.89 feet; thence N89°44'14"W a distance of 1276.85 feet; thence N00°35'44"E a distance of 78.93 feet; thence N89°44'14"W a distance of 1373.83 feet to a point on the West line of Said NW1/4 of Section 16; thence along the West line of said NW1/4, N00°35'44"E a distance of 397.07 feet more or less to a point 1208.90 feet from the Northwest corner of said Section 16; thence N90°00'00"E and parallel to the North line of said NW1/4 a distance of 375.00 feet; thence N00°35'44"E and parallel to the West line of said NW1/4 a distance of 744.00 feet; thence N90°00'00"E and parallel to the N line of said NW1/4 a distance of 752.02 feet; thence N40°04'16'E a distance of 607.49 feet more or less to the True Point of Beginning; Excepting therefrom, the West 30 feet thereof for Quebec Street.

Parcel K:

That part of the Northwest one-quarter of Section 16, Township 1 South, Range 67 West of the Sixth Principal Meridian, Adams County, Colorado, described as:

Beginning at the Southwest corner said Northwest one-quarter; thence S89°44'14"E on an assumed bearing along the South line said Northwest one-quarter a distance of 30.00 feet to the True Point of Beginning; thence N00°35'44"E parallel with the West line said Northwest one-quarter a distance of 1000.00 feet; thence S89°44'14"E parallel with the South line said Northwest one-quarter a distance of 1343.63 feet; thence S00°35'44"W parallel with the West line said Northwest one-quarter a distance of 1000.00 feet to a point on the South line said Northwest one-quarter; thence N89°44'14"W along said South line a distance of 1343.83 feet to the True Point of Beginning.

Parcel L:

That part of the Northwest one-quarter of Section 16, Township 1 South, Range 67 West of the sixth Principal Meridian, Adams County, Colorado, described as follows:

Commencing at the West one-quarter of said Section; thence along the South line of the Northwest quarter of said Section S89°44'14"E, 30.00 feet to a point on the West right of

(continued)

way line of Quebec Street; thence continuing along said South line S89°44'14"E, 1343.83 feet to the True Point of Beginning; thence along said line S89°44'14"E, 1275.47 feet to the center One-Quarter Corner of said Section; thence along the East line of said Northwest Quarter N00°40'54"E, 921.08 feet; thence along a line that is parallel to the South line of said Northwest quarter N89°44'14"W, 1276.85 feet; thence S00°35'44"W 921.07 feet to the True Point of Beginning.

All legal descriptions are subject to an accurate survey.

TCM [redacted] I

THE SE1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CO
ADAMS, STATE OF COLORADO, EXCEPT THE FOLLOWING TRACTS AND PARCELS:

A. PARCEL CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR ROAD P
IN INSTRUMENT RECORDED MARCH 6, 1923 IN BOOK 101 AT PAGE 527;

B. PARCEL CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN IN
RECORDED SEPTEMBER 2, 1966 IN BOOK 1317 AT PAGE 171;

C. PARCEL CONVEYED TO SAM A. AMATO AND CHARLOTTE W. AMATO IN DEED
FEBRUARY 16, 1972 IN BOOK 1781 AT PAGE 224;

D. PARCEL CONVEYED TO NOEL HUBERT AND PAULA HUBERT IN DEED RECORDED FEBR
1954 IN BOOK 486 AT PAGE 578;

E. "PLOT 11-1/2", AS IDENTIFIED AND DESCRIBED IN INSTRUMENT RECORDED S
18, 1954 IN BOOK 219 AT PAGE 13, AND AS OTHERWISE APPEARING IN VARIOUS INS
OF RECORD;

F. PARCEL CONVEYED TO MELVIN F. PORTERFIELD AND PATRICIA ANN PORTERFIELD
RECORDED MARCH 13, 1969 IN BOOK 1501 AT PAGE 318;

G. THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH,
67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N00°06'54"E AL
EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 110.00 FEET TO THE
RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 7; THENCE S89°00'27"W A DISTA
20.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF YOSEMITE STREET AS RECORDED I
486 AT PAGE 578, THE TRUE POINT OF BEGINNING; THENCE S89°00'27"W ALONG SAI
RIGHT-OF-WAY LINE, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-Q
A DISTANCE OF 329.06 FEET; THENCE N00°06'54"E AND PARALLEL WITH THE EAST I
SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 273.11 FEET; THENCE N89°00'
DISTANCE OF 329.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF YOSEMITE STREET;
S00°06'54"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 273.11 FEET TO TH
POINT OF BEGINNING.

ES I

PARCEL A:

THE NORTH ONE-HALF (N 1/2) OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EXCEPT THE EAST 30 FEET THEREOF FOR COUNTY ROAD, AND EXCEPT THE RIGHTS-OF-WAY FOR HOLLY STREET AND EAST 168TH AVENUE, AND, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NE1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 147.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 973.23 FEET; THENCE N04°08'W, 579 FEET; THENCE N32°02'E, 83.00 FEET; THENCE N69°42'E, 571.4 FEET; THENCE N81°22'E, 440.00 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE SOUTH 912.15 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THAT PART OF THE NE1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE EAST LINE OF SAID NE1/4 A DISTANCE OF 147.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 973.23 FEET; THENCE N04°08'W, 579 FEET; THENCE N32°02'E, 83.00 FEET; THENCE N69°42'E, 571.4 FEET; THENCE N81°22'E, 440.00 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4; THENCE SOUTH 912.15 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

7 C Vistas

THAT PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER; THENCE S89°48'25"W ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 910.90 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED E-470 (PARCEL TX-217 OF E-470 PUBLIC HIGHWAY AUTHORITY; THENCE N64°33'06"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,238.76 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 7,789.44 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 04°55'35", THE CHORD OF SAID CURVE BEARS N67°00'53"W, 669.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 669.75 FEET TO THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE N00°01'46"W ALONG SAID WEST LINE, A DISTANCE OF 1,778.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EHLER PARKWAY (EAST 148TH AVENUE) AS DESCRIBED IN BOOK 4781 AT PAGE 177, ADAMS COUNTY RECORDS, BEING 40.00 FEET, AS MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER; THENCE N89°32'43"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,479.26 FEET, BEING 1,170.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH RIGHT-OF-WAY LINE, FROM THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE S00°03'13"W PARALLEL WITH SAID EAST LINE, A DISTANCE OF 360.00 FEET; THENCE N89°32'43"E PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 450.00 FEET; THENCE N32°58'08"E, A DISTANCE OF 44.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 101.36 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 61°14'45", THE CHORD OF SAID CURVE BEARS N02°20'45"E, 103.26 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 108.35 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 237.72 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 28°19'50", THE CHORD OF SAID CURVE BEARS N14°06'42"W, 116.35 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 117.55 FEET TO THE END OF SAID CURVE; THENCE N00°03'13"E TANGENT WITH THE LAST DESCRIBED COURSE AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 106.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID EHLER PARKWAY (EAST 148TH AVENUE); THENCE N89°32'43"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF YOSEMITE STREET AS DESCRIBED IN SAID BOOK 4781 AT PAGE 177, BEING 40.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE S00°03'13"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 491.09 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 374.80 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 11°25'19", THE CHORD OF SAID CURVE BEARS N32°28'40"E, 74.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 74.72 FEET TO THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE S00°03'13"W ALONG SAID EAST LINE, A DISTANCE OF 2,161.79 FEET TO THE POINT OF BEGINNING.

Marcus Ros

LEGAL DESCRIPTION (continued) File No. BDC 170868

A parcel of land in Section 4, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Beginning at a point on the East and West center line of said Section 4, that is 298 feet distant West of the Southeast corner of the SW 1/4 NE 1/4 of said Section 4; Thence South 296 feet to a point; Thence N71°48'W, 295 feet; Thence N50°36'W, 150 feet; Thence N77°36'W, 155 feet, Thence S70°44'W, 170 feet; Thence S59°51'W, 245 feet; Thence S75°49'W, 665 feet; Thence S69°28'W, 315 feet; Thence S63°30'W, 135 feet; Thence North 482 feet; Thence N33°55'E, 130 feet; Thence N73°24'E, 350 feet; Thence N87°03'E, 347 feet; Thence N82°31'E, 236 feet; Thence N81°13'E, 334 feet; Thence N82°55'E, 210 feet; Thence N80°33'E, 305 feet; Thence S31°37'E, 200 feet; Thence S87°30'E, 50 feet; Thence South 98 feet to the Point of Beginning,
County of Adams,
State of Colorado.

HOGUE PROPERTY

Legal Description

BEG AT SW COR OF SEC 3 TH E 951/8 FT TH N 630 FT TH W 951/8 FT TH S 630 FT TO POB EXC S 30 FT AND EXC W 30 FT EXC HIWAY 3/1/67 10/58A 16070# #YOSEMITE ST

LEGAL DESCRIPTION (continued) File No. BDA 170909

Parcel I: Bartley
(1) The Southeast One-Quarter of Section 2, Township 1 South, Range 67 West of the 6th P.M., Except those portions conveyed in deeds recorded;
A. April 14, 1956, in Book 604 at Page 109;
B. July 22, 1963 in Book 1082 at Page 383;
C. April 19, 1971 in Book 1686 at Page 53;
D. July 12, 1973 in Book 1875 at Pages 909 and 910;
E. July 29, 1999 in Book 5630 at Page 380;
And Except that part conveyed to the State Department of Highways in Deed recorded June 19, 1967 in Book 1370 at Page 40;
And Except any part lying within the Plat of Brines Tract recorded June 24, 1968 in File 12, Map 101,
County of Adams ,
State of Colorado.

Parcel II: Bartley
The Southwest One-Quarter of Section 2, Township 1 South, Range 67 West of the Sixth P.M., Except that part conveyed to the State Department of Highways in Deed recorded June 22, 1967 in Book 1370 at Page 380,
County of Adams,
State of Colorado.

Parcel III: Slook
The Southwest Quarter of the Southeast Quarter (SE1/4SE1/4) and the West Half of the South east Quarter of the Southeast (W1/2SE1/4SE1/4) of Section Three (3), Township One South, Range Sixty Seven (67) West of the Sixth Principal Meridian;
County of Adams,
State of Colorado,
Excepting therefrom, that portion deeded to the Department of Highways, State of Colorado by Deed Recorded October 3, 1966 in Book 1323 at Page 91 as Reception No. 796191.

LEGAL DESCRIPTION (continued) File No. BDA 170909

Parcel V: Lopez
NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
EXCEPT THE EAST 20 FEET thereof, and except the West 20 feet of the East 40 feet conveyed in instrument recorded April 8, 1999 in Book 5709 at Page 907, as corrected by instrument recorded May 4, 1999 in Book 5740 at Page 248,
County of Adams,
State of Colorado.

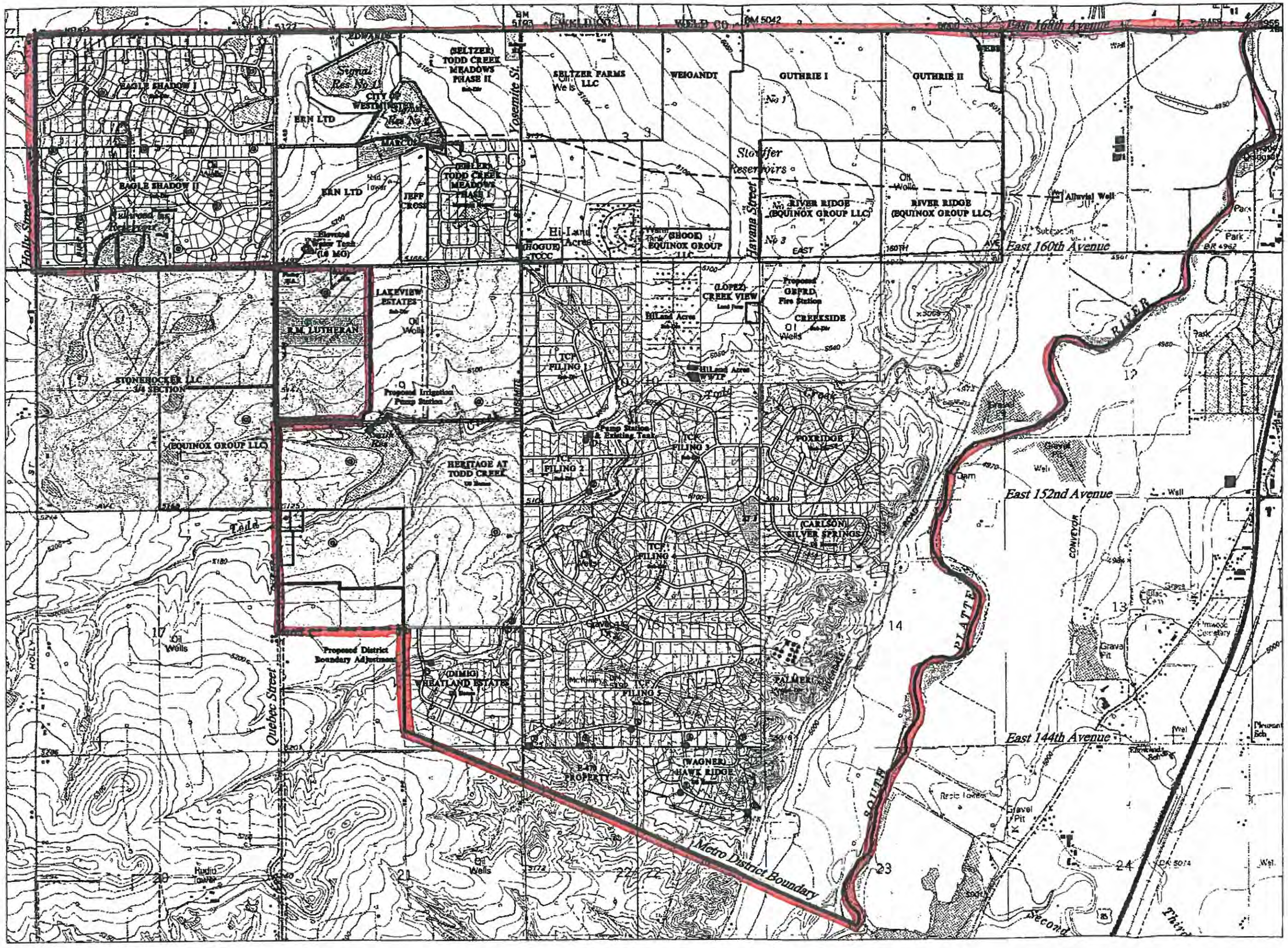
Parcel VI: Hawk Ridge
The Northeast One-Quarter of Section 22,
Township 1 South,
Range 67 West of the 6th P.M.,
County of Adams,
State of Colorado.

Section 16, Township 1, Range 67 Description: South 330 feet of the North 360 feet of the West 330 feet of the Northwest ¼ of Section 16 together with the South 104/90 feet of the West 2 of the North 464/90 feet of the West 660 feet of the Northwest ¼ of Section 16, except the West 30 feet 2/99A

The East ½ of the South 330 feet of the North 360 feet of the West 660 feet of the Northwest ¼ of Section 16 together with the South 104/90 feet of the East ½ of the North 464/90 feet of the West 660 feet of the Northwest ¼ of Section 16 16/1/67 3/29A

Beginning 464/90 feet South of the Northwest corner of the Northwest ¼ of Section 16; thence East 375 feet; thence South 744 feet; thence West 375 feet to a point on the West land of SD Northwest ¼; thence North 744 feet to the Point of Beginning, except the West 30 feet and except Parcel 16/1/67 5/785A

Beginning 660 feet East of the Northwest corner of the Northwest ¼ of Section 16; thence South 464/90 feet; thence East 467/02 feet; thence North 40°04'East 607/52 feet to a point on the North ln SD Northwest ¼; thence West 853/25 feet to the Point of Beginning, except the North 30 feet 16/1/67 6/466A. ** No Address



Legend

- Existing Subdivisions
- Under Construction
- Currently Proposed
- TCFMD No. 1 Property
- Heritage at Todd Creek
- Potential (Established Prior to TCV)
- Homestead Sites
- School Sites
- E-470 Property
- Ultimate * (3,573 Units)
- City of Thorton Jurisdiction (per I.G.A. Agreement, August 2000)
- Raw Water Irrigation
- Potable Water
- Alluvial Well Pipeline
- Existing Gas Wells
- Existing Laramie-Fox Hills Water Wells
- Permitted and/or Drilled (Not on-line) Water Wells

* Estimated 3,573 units for ultimate condition will be within Metro District Boundary

N

Todd Creek Metro District 2002 System Improvements Service Area

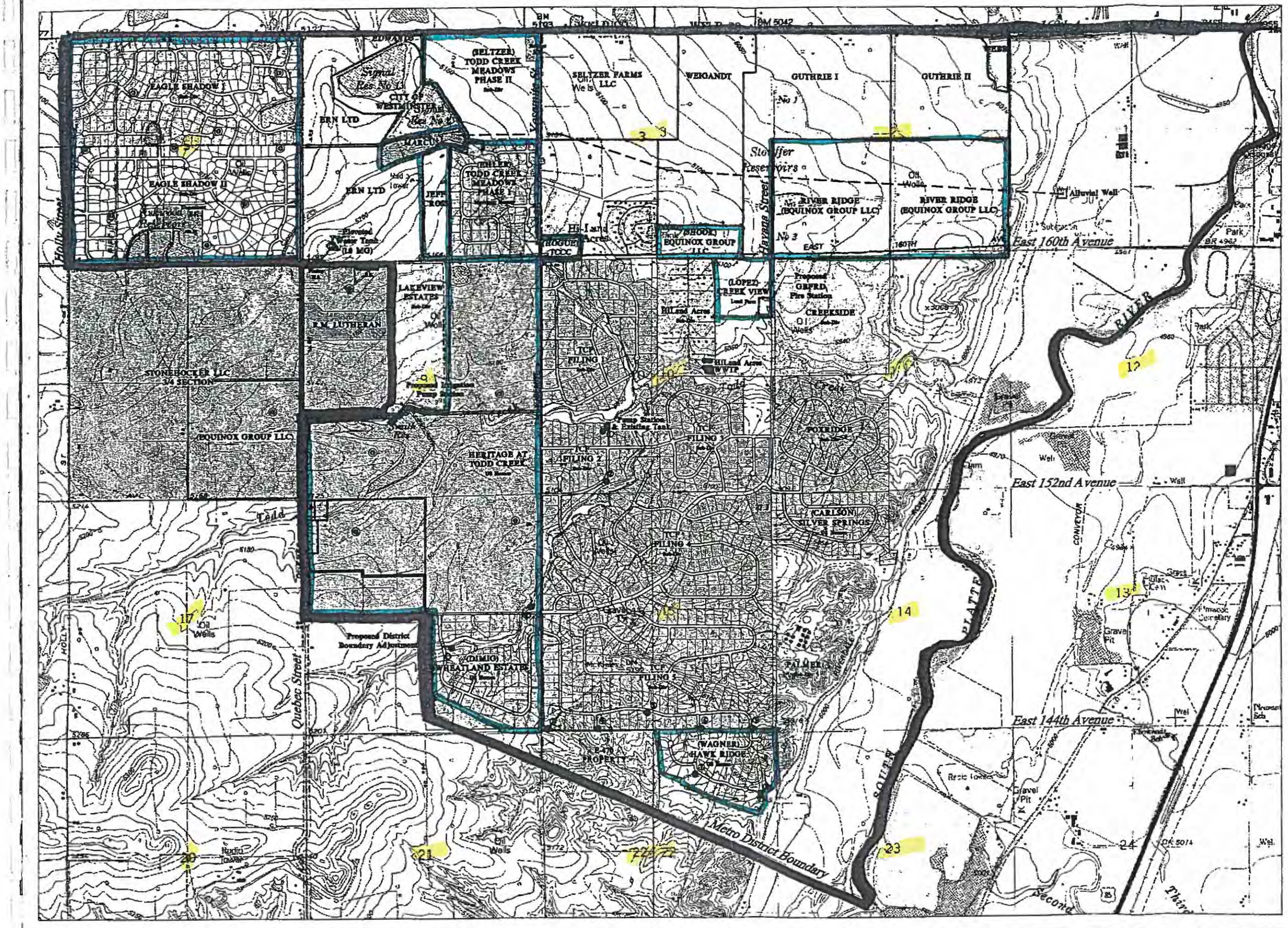
TST, Inc., Consulting Engineers
748 Whalers Way Bldg. D
Ft. Collins, CO 80525

March 9, 2002

Scale 1"=1000'

TST

EXHIBIT E
PROPOSED SERVICE AREA



Legend

- Existing Subdivisions
- Under Construction
- Currently Proposed
- TCFMD No. 1 Property
- Heritage at Todd Creek
- Potential (Established Prior to TCV)
- Homestead Sites
- School Sites
- E-470 Property
- Ultimate * (3,573 Units)
- City of Thorton Jurisdiction (per I.G.A. Agreement, August 2000)
- Raw Water Irrigation
- Potable Water
- Alluvial Well Pipeline
- Existing Gas Wells
- Existing Laramie-Fox Hills Water Wells
- Permitted and/or Drilled (Not on-line) Water Wells

* Estimated 3,573 units for ultimate condition will be within Metro District Boundary

N

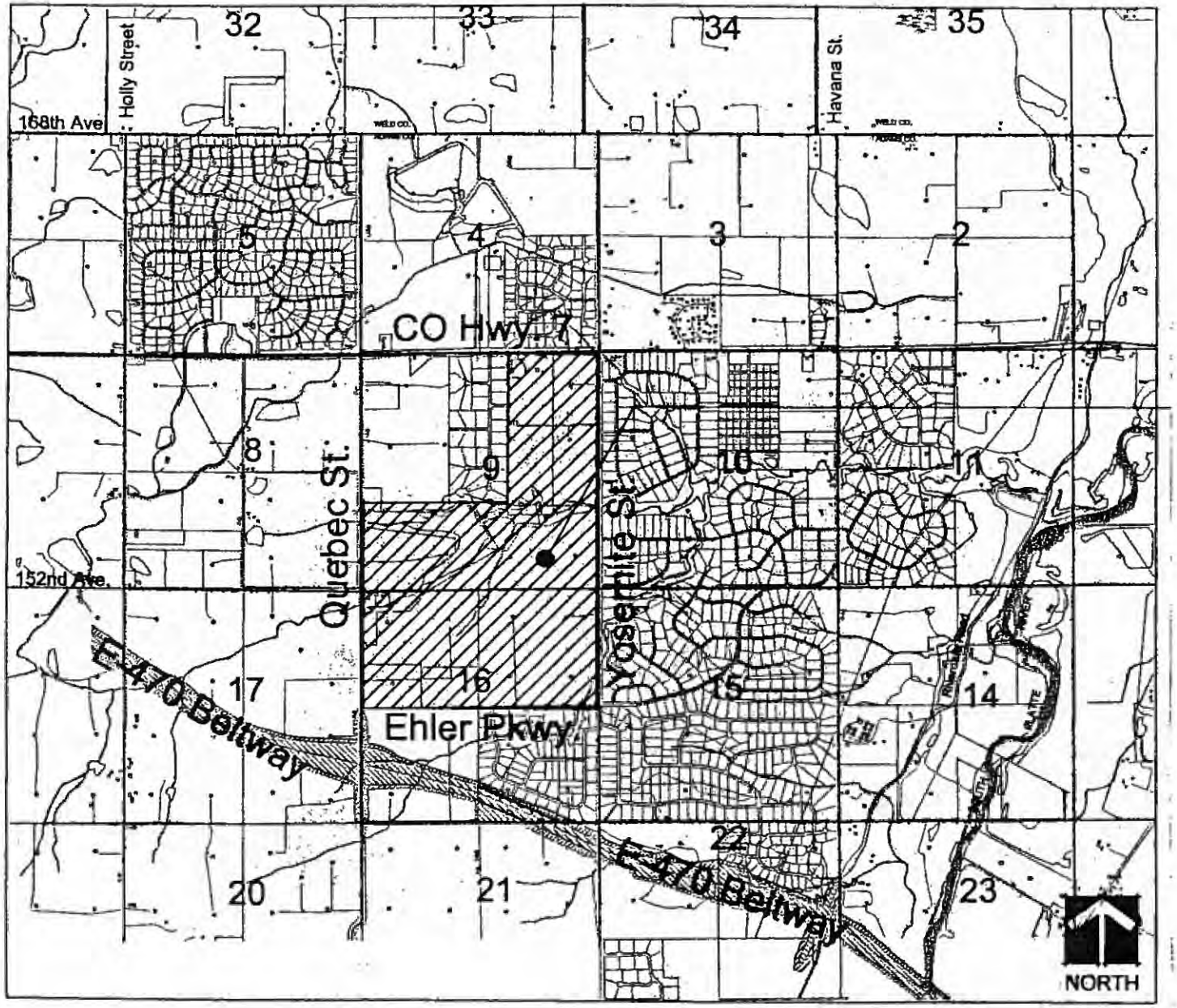
Todd Creek Metro District 2002 System Improvements Service Area

TST, Inc., Consulting Engineers
748 Whalers Way Bldg. D
Ft. Collins, CO 80525
March 9, 2002
Scale 1"=1000'

TST

EXHIBIT F
VICINITY MAP

VICINITY MAP



1"= 3000'

EXHIBIT G
FINANCIAL PLAN

Todd Creek Park & Recreation District

Forecasted Statement of Sources and Uses of Cash

For the Years Ending December 31, 2002 through 2035

JWS J.W. Simmons & Associates, P.C. Certified Public Accountants

To the Petitioners of the Proposed
Todd Creek Park & Recreation District
Adams County, Colorado

We have compiled the accompanying forecasted statements of sources and uses of cash of the proposed Todd Creek Park & Recreation District and the related forecasted schedules of debt service, absorption, market values and development fees (Schedules 1 to 3) for the years ending December 31, 2002 through 2035, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

J.W. Simmons & Associates P.C.

July 3, 2002

9155 East Nichols Avenue, Suite 330, Englewood, Colorado 80112-3419
Telephone (303) 689-0833 Fax (303) 689-0834

Todd Creek Park & Recreation District

Summary of Significant Assumptions and Accounting Policies
December 31, 2002 through 2035

The foregoing forecast presents, to the best of the Petitioner's knowledge and belief, the expected cash receipts and disbursements for the forecast period. Accordingly, the forecast reflects its judgment as of July 3, 2002. The assumptions disclosed herein are those that management believes are sufficient to the forecast. There will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material

The purpose of this forecast is to show the amount of funds available for the future construction of infrastructure within the District by the issuance of general obligation bonds and the anticipated funds available for repayment of the bonds.

Note 1: Ad Valorem Taxes

Residential property is currently assessed at 9.15% of fair market values. The forecast assumes the assessment ratio will approximate 9.15% for assessment year 2002 and thereafter. Market values for new residential homes are expected to range from $208,000 to $425,000 and inflate at 2% per annum. Platted lots are valued at $25,000 and do not inflate. Schedule 3 details the forecasted absorption, market values and assessed values.

Currently property is re-assessed every other year. Existing residential property is assumed to inflate at 1.5% per annum.

Property is assumed to be assessed annually as of January 1st. Homes are assumed to be assessed on the next January 1st. The forecast recognizes the related property taxes as revenue in the subsequent year.

The County Treasurer currently charges a 1.5% fee for the collection of property taxes. These charges are reflected in the accompanying forecast as Treasurers fees.

The forecast assumes that Specific Ownership Taxes collected on motor vehicle registrations will be 10% of property taxes collected.

The mill levy imposed by the District is proposed to be a maximum of 10.000 mills. The forecast shows the mill levy decreasing to 7.5 mills over the life of the forecast.

The forecast anticipates the inclusion of the property within the boundaries of Todd Creek Farms Metropolitan District #2 in 2004.

Todd Creek Park & Recreation District

Summary of Significant Assumptions and Accounting Policies
December 31, 2002 through 2035

Note 2: Bond Assumptions

The District proposes the issuance of limited tax general obligation bonds totaling $4,000,000 in 2005 . The bonds are expected to be issued with a coupon of 6.875% and will have a maturity of 30 years. Issuance costs of forecasted to be 4% of the issue amount. $480,000 of the bond proceeds are estimated to be available for interest expense on the bonds. Schedule 2 reflects the proposed repayment schedule of these bonds.

Note 3: Interest Income

Interest income is assumed to be earned at 3.0% per annum. Interest income is based on the year's beginning cash balance and an estimate of the timing of the receipt of revenues and the outflow of disbursements during the course of the year.

Note 4: Operating Expenses

Operating expenses are for legal, accounting, audit, insurance and landscape maintenance are estimated to be $12,000 for 2003 increasing to $600,000 by 2011. Operating expenses inflate at 1% per annum.

Note 5: Construction Costs

The District intends to build a recreation facility for $3,360,000 in 2003. The cost will be funded by developer advances. It is anticipated the developer will be reimbursed for the advances in 2005 upon the issuance of the bond issue described in Note 2.

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

	Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
						General Fund						
Beginning cash available	0	0	0	1,016	3,386	1,608	2,908	9,272	4,648	9,716	8,496	72,260
Revenues												
Property taxes	17,691,753	0	12,165	25,580	138,431	178,877	239,594	285,399	425,297	473,626	622,209	550,981
Specific ownership taxes	1,769,175	0	1,216	2,558	13,843	17,888	23,959	28,540	42,530	47,363	62,221	55,098
Developer advances	0	0										
	19,460,928	0	13,381	28,138	152,274	196,764	263,554	313,938	467,827	520,989	684,430	606,079
Expenditures												
County treasurer fees	530,753	0	365	767	4,153	5,366	7,188	8,562	12,759	14,209	18,666	16,529
Repay developer advances	0											
Operating expenses	18,842,920	0	12,000	25,000	150,000	190,000	250,000	310,000	450,000	510,000	600,000	606,000
	19,373,672	0	12,365	25,767	154,153	195,366	257,188	318,562	462,759	524,209	618,666	622,529
Ending cash available	87,256	0	1,016	3,386	1,608	2,908	9,272	4,648	9,716	8,496	72,260	55,809
Mill levy			5.000	5.000	5.000	5.000	5.000	5.000	6.000	6.000	7.000	6.000
						Capital Projects Fund						
Beginning cash available	0	0	0	0	0	0	0	0	0	0	0	0
Revenues												
Developer advance	3,360,000		3,360,000									
Interest income	0	0										
GO Bond proceeds	4,000,000				4,000,000							
	7,360,000	0	3,360,000	0	4,000,000	0	0	0	0	0	0	0
Expenditures												
Issuance costs	160,000	0	0	0	160,000	0	0	0				
Repay developer advance	3,360,000				3,360,000							
Transfer to Debt Service Fund	480,000				480,000							
District improvements	3,360,000	0	3,360,000				0	0	0	0	0	0
	7,360,000	0	3,360,000	0	4,000,000	0	0	0	0	0	0	0
Ending cash available	0	0	0	0	0	0	0	0	0	0	0	0

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
						General Fund						
Beginning cash available	55,809	53,006	44,083	47,255	44,184	53,633	56,713	72,750	82,291	105,242	121,565	151,766
Revenues												
Property taxes	569,399	569,399	586,481	586,481	604,076	604,076	622,198	622,198	640,864	640,864	660,090	660,090
Specific ownership taxes	56,940	56,940	58,648	58,648	60,408	60,408	62,220	62,220	64,086	64,086	66,009	66,009
Developer advances												
	626,339	626,339	645,129	645,129	664,483	664,483	684,418	684,418	704,950	704,950	726,099	726,099
Expenditures												
County treasurer fees	17,082	17,082	17,594	17,594	18,122	18,122	18,666	18,666	19,226	19,226	19,803	19,803
Repay developer advances												
Operating expenses	612,060	618,181	624,362	630,606	636,912	643,281	649,714	656,211	662,773	669,401	676,095	682,856
	629,142	635,263	641,957	648,200	655,034	661,403	668,380	674,877	681,999	688,627	695,898	702,659
Ending cash available	53,006	44,083	47,255	44,184	53,633	56,713	72,750	82,291	105,242	121,565	151,766	175,206
Mill levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
						Capital Projects Fund						
Beginning cash available	0	0	0	0	0	0	0	0	0	0	0	0
Revenues												
Developer advance												
Interest income												
GO Bond proceeds												
	0	0	0	0	0	0	0	0	0	0	0	0
Expenditures												
Issuance costs												
Repay developer advance												
Transfer to Debt Service Fund												
District improvements												
	0	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	0	0	0	0	0	0	0	0	0	0	0	0

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
						General Fund					
Beginning cash available	175,205	213,007	243,910	289,872	328,399	382,500	429,423	359,781	282,778	218,274	146,302
Revenues											
Property taxes	679,892	679,892	700,289	700,289	721,298	721,298	619,114	619,114	637,687	637,687	656,818
Specific ownership taxes	67,989	67,989	70,029	70,029	72,130	72,130	61,911	61,911	63,769	63,769	65,682
Developer advances											
	747,882	747,882	770,318	770,318	793,428	793,428	681,025	681,025	701,456	701,456	722,500
Expenditures											
County treasurer fees	20,397	20,397	21,009	21,009	21,639	21,639	18,573	18,573	19,131	19,131	19,705
Repay developer advances											
Operating expenses	689,685	696,681	703,647	710,583	717,888	724,866	732,114	739,435	746,830	754,298	761,841
	710,081	716,978	724,656	731,591	739,527	746,504	750,687	758,009	765,960	773,428	781,545
Ending cash available	213,007	243,910	289,672	328,399	382,500	429,423	359,781	282,778	218,274	146,302	87,256
Mill levy	6.000	6.000	6.000	6.000	6.000	6.000	5.000	5.000	5.000	5.000	5.000
						Capital Projects Fund					
Beginning cash available	0	0	0	0	0	0	0	0	0	0	0
Revenues											
Developer advance											
Interest income											
GO Bond proceeds											
	0	0	0	0	0	0	0	0	0	0	0
Expenditures											
Issuance costs											
Repay developer advance											
Transfer to Debt Service Fund											
District improvements											
	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	0	0	0	0	0	0	0	0	0	0	0

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

Debt Service Fund

	Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Beginning cash available	0	0	0	13,463	42,041	400,083	320,448	291,116	297,660	284,010	304,214	274,423
Revenues												
Property taxes	8,877,609	0	12,165	25,580	138,431	178,877	239,594	285,399	283,531	316,751	266,681	275,490
Specific ownership taxes	887,761	0	1,216	2,558	13,843	17,888	23,959	28,540	28,353	31,675	26,666	27,549
Transfer from Capital Project	480,000				480,000							
Interest income	137,174		264	824	7,845	6,283	5,708	5,836	5,569	5,965	5,381	4,954
	10,382,544	0	13,645	28,962	640,119	203,048	269,262	319,775	317,453	353,291	298,708	307,993
Expenditures												
Debt service - GO Bonds	10,237,700	0	0	0	280,000	280,000	295,000	308,950	326,850	328,350	324,500	325,650
County treasurer fees	133,164	0	182	384	2,078	2,683	3,594	4,281	4,253	4,738	4,000	4,132
	10,370,864	0	182	384	282,078	282,683	298,594	313,231	331,103	333,086	328,500	329,782
Ending cash available	11,680	0	13,463	42,041	400,083	320,448	291,116	297,660	284,010	304,214	274,423	252,633
Mill levy		0.000	5.000	5.000	5.000	5.000	5.000	5.000	4.000	4.000	3.000	3.000
Total Mill Levy		0.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	9.000
Assessed valuation (000's)												
Beginning	1,643	1,643	1,643	2,433	5,116	27,686	35,775	47,919	57,080	70,863	78,938	88,887
New construction	70,795		790	2,683	8,017	8,089	11,070	9,161	12,091	8,055	7,581	2,943
Inclusion	14,400				14,400							
Inflation (1.5% per annum)	44,528				153		1,073		1,712		2,368	
Ending	131,364	1,643	2,433	5,116	27,686	35,775	47,919	57,080	70,883	78,938	88,887	91,830

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
						Debt Service Fund						
Beginning cash available	252,633	239,784	226,219	221,733	217,412	223,352	230,380	243,803	259,534	288,306	256,204	230,692
Revenues												
Property taxes	284,700	284,700	293,241	293,241	302,038	302,038	311,099	311,099	320,432	267,027	275,037	275,037
Specific ownership taxes	28,470	28,470	29,324	29,324	30,204	30,204	31,110	31,110	32,043	26,703	27,504	27,504
Transfer from Capital Project												
Interest income	4,702	4,436	4,348	4,263	4,379	4,517	4,780	6,089	5,653	5,024	4,523	4,095
	317,871	317,606	326,912	326,828	336,621	336,759	346,989	347,298	358,128	298,753	307,065	306,636
Expenditures												
Debt service - GO Bonds	326,450	326,900	327,000	326,750	326,150	325,200	328,900	326,900	324,550	326,850	328,450	324,350
County treasurer fees	4,270	4,270	4,399	4,399	4,631	4,531	4,666	4,666	4,806	4,005	4,126	4,126
	330,720	331,170	331,399	331,149	330,681	329,731	333,566	331,566	329,356	330,855	332,576	328,476
Ending cash available	239,784	226,219	221,733	217,412	223,352	230,380	243,803	259,534	288,306	256,204	230,692	208,853
Mill levy	3.000	3.000	3.000	3.000	3.000	3.000	3.000	3.000	3.000	2.500	2.500	2.500
Total Mill Levy	9.000	9.000	9.000	9.000	9.000	9.000	9.000	9.000	9.000	8.500	8.500	8.500
Assessed valuation (000's)												
Beginning	91,830	94,900	94,900	97,747	97,747	100,679	100,679	103,700	103,700	106,811	106,811	110,015
New construction	315	0										
Inclusion												
Inflation (1.5% per annum)	2,755		2,847		2,932		3,020		3,111		3,204	
Ending	94,900	94,900	97,747	97,747	100,679	100,679	103,700	103,700	106,811	106,811	110,015	110,015

Todd Creek Farms Park & Rec District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2002 through 2035

Debt Service Fund

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning cash available	208,853	196,148	181,321	172,390	165,219	170,244	173,635	186,410	199,848	225,311	243,856
Revenues											
Property taxes	283,289	283,289	291,787	291,787	300,541	300,541	309,557	309,557	318,844	318,844	328,409
Specific ownership taxes	28,329	28,329	29,179	29,179	30,054	30,054	30,956	30,956	31,884	31,884	32,841
Transfer from Capital Project											
Interest income	3,826	3,555	3,380	3,240	3,338	3,405	3,655	3,919	4,418		
	315,444	315,173	324,346	324,205	333,933	333,999	344,168	344,431	355,146	350,728	361,250
Expenditures											
Debt service - GO Bonds	324,900	324,750	328,900	327,000	324,400	326,100	326,750	326,350	324,900	327,400	588,500
County treasurer fees	4,249	4,249	4,377	4,377	4,508	4,508	4,643	4,643	4,783	4,783	4,926
	329,149	328,999	333,277	331,377	328,908	330,608	331,393	330,993	329,683	332,183	593,426
Ending cash available	195,148	181,321	172,390	165,219	170,244	173,635	186,410	199,848	225,311	243,856	11,680
Mill levy	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500
Total Mill Levy	8.500	8.500	8.500	8.500	8.500	8.500	7.500	7.500	7.500	7.500	7.500
Assessed valuation (000's)											
Beginning	110,015	113,315	113,315	116,715	116,715	120,216	120,216	123,823	123,823	127,537	127,537
New construction				0	0	0	0	0	0	0	0
Inclusion											
Inflation (1.5% per annum)	3,300		3,399		3,501		3,606		3,715		3,826
Ending	113,315	113,315	116,715	116,715	120,216	120,216	123,823	123,823	127,537	127,537	131,364

Todd Creek Farms Park & Rec District
Schedule of General Obligation Debt
For the Years Ended December 31, 2002 to 2035

	Issue #1 Series 2005 5.875% Principal	Coupon	Interest	Total Payment	Annual Payment	Balance
2001						
2002						
2002			0	0	0	0
2003			0	0		0
2003			0	0	0	0
2004			0	0		0
2004			0	0	0	4,000,000
2005			140,000	140,000		4,000,000
2005		See Above	140,000	140,000	280,000	4,000,000
2006			140,000	140,000		4,000,000
2006	0	See Above	140,000	140,000	280,000	4,000,000
2007			140,000	140,000		4,000,000
2007	15,000	See Above	140,000	155,000	295,000	3,985,000
2008			139,475	139,475		3,985,000
2008	30,000	See Above	139,475	169,475	308,950	3,955,000
2009			138,425	138,425		3,955,000
2009	50,000	See Above	138,425	188,425	326,850	3,905,000
2010			136,675	136,675		3,905,000
2010	55,000	See Above	136,675	191,675	328,350	3,850,000
2011			134,750	134,750		3,850,000
2011	55,000	See Above	134,750	189,750	324,500	3,795,000
2012			132,825	132,825		3,795,000
2012	60,000	See Above	132,825	192,825	325,650	3,735,000
2013			130,725	130,725		3,735,000
2013	65,000	See Above	130,725	195,725	326,450	3,670,000
2014			128,450	128,450		3,670,000
2014	70,000	See Above	128,450	198,450	326,900	3,600,000
2015			126,000	126,000		3,600,000
2015	75,000	See Above	126,000	201,000	327,000	3,525,000
2016			123,375	123,375		3,525,000
2016	80,000	See Above	123,375	203,375	326,750	3,445,000
2017			120,575	120,575		3,445,000
2017	85,000	See Above	120,575	205,575	326,150	3,360,000
2018			117,600	117,600		3,360,000
2018	90,000	See Above	117,600	207,600	325,200	3,270,000
2019			114,450	114,450		3,270,000
2019	100,000	See Above	114,450	214,450	328,900	3,170,000
2020			110,950	110,950		3,170,000
2020	105,000	See Above	110,950	215,950	326,900	3,065,000
2021			107,275	107,275		3,065,000
2021	110,000	See Above	107,275	217,275	324,550	2,955,000
2022			103,425	103,425		2,955,000
2022	120,000	See Above	103,425	223,425	326,850	2,835,000
2023			99,225	99,225		2,835,000
2023	130,000	See Above	99,225	229,225	328,450	2,705,000
2024			94,875	94,875		2,705,000
2024	135,000	See Above	94,875	229,875	324,750	2,570,000
2025			89,950	89,950		2,570,000
2025	145,000	See Above	89,950	234,950	324,900	2,425,000
2026			84,875	84,875		2,425,000
2026	155,000	See Above	84,875	239,875	324,750	2,270,000
2027			79,450	79,450		2,270,000
2027	170,000	See Above	79,450	249,450	328,900	2,100,000
2028			73,500	73,500		2,100,000
2028	180,000	See Above	73,500	253,500	327,000	1,920,000
2029			67,200	67,200		1,920,000
2029	190,000	See Above	67,200	257,200	324,400	1,730,000
2030			60,550	60,550		1,730,000
2030	205,000	See Above	60,550	265,550	326,100	1,525,000
2031			53,375	53,375		1,525,000
2031	220,000	See Above	53,375	273,375	326,750	1,305,000
2032			45,675	45,675		1,305,000
2032	235,000	See Above	45,675	280,675	326,350	1,070,000
2033			37,450	37,450		1,070,000
2033	250,000		37,450	287,450	324,900	820,000
2034			28,700	28,700		820,000
2034	270,000		28,700	298,700	327,400	550,000
2035			19,250	19,250		550,000
2035	550,000		19,250	569,250	588,500	0
	4,000,000		8,237,700	10,237,700	10,237,700	0

Todd Creek Farms Park & Rec District
Forecasted Schedules of Absorption, Market Values and Assessed Values
For the Years Ended December 31, 2002 through 2012

Schedule of Absorption

Property description	Single Family Equivalent	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
													0
Village	100.00%		0	33	67	65	56	59	59	59	6		384
Traditions	100.00%			41	58	58	57	54	26				294
Legacy	100.00%			43	84	69	92	92	75	70	10		515
Heritage	100.00%			38	50	28			40	19			181
Eagle Shadow I	100.00%	48	48	48	10								154
Eagle Shadow II	100.00%					65	60	60	17				192
Todd Creek Vistas	100.00%	12	36	24									72
Hawk Ridge	100.00%		33	13									46
Todd Creek Meadows I	100.00%	10	48	20									78
Todd Creek Meadows I	100.00%			20	48	32							100
Bartley	100.00%					44	48	48	60				200
Shook	100.00%				20	10							30
Lopez	100.00%			44	48								80
Platted Lots		48	351	(188)	184	(208)	372	(205)	(208)	(148)	(18)		0

Schedule of Absorption

Absorption Residential (SFE's)		70	185	324	363	349	312	313	295	148	18	0	2,336

Schedule of Market Values

	Market Value	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
Village	208,000	0	0	7,141,306	12,581,882	12,383,024	12,860,333	13,820,265	14,098,671	14,378,604	1,491,476	0	88,753,360
Traditions	235,000			10,024,254	14,484,265	14,753,650	14,769,182	14,281,001	7,018,469	0	0	0	75,340,702
Legacy	270,000			12,078,044	18,337,674	20,165,711	27,425,387	27,973,874	23,260,885	22,144,382	3,228,750	0	154,613,668
Heritage	335,000			13,244,292	17,775,234	9,427,894	0	0	18,470,868	7,457,812	0	0	86,376,986
Eagle Shadow I	375,000	18,000,000	18,380,000	18,727,200	3,979,530	0	0	0	0	0	0	0	59,066,730
Eagle Shadow II	375,000	0	0	0	0	22,325,163	24,841,818	25,338,654	7,322,871	0	0	0	79,828,507
Todd Creek Vistas	326,000	3,900,000	11,934,000	8,116,120	0	0	0	0	0	0	0	0	23,949,120
Hawk Ridge	325,000	0	10,939,500	4,395,690	0	0	0	0	0	0	0	0	15,335,190
Todd Creek Meadows I	375,000	3,750,000	18,360,000	7,503,000	0	0	0	0	0	0	0	0	29,613,000
Todd Creek Meadows I	425,000	0	0	8,843,400	21,848,643	14,721,077	0	0	0	0	0	0	45,213,121
Bartley	425,000	0	0	0	0	20,241,481	22,523,248	22,973,713	28,291,485	0	0	0	95,029,928
Shook	250,000	0	0	0	5,306,640	2,706,080	0	0	0	0	0	0	8,012,120
Lopez	250,000			11,444,400	12,203,882	0							23,648,282
Platted Lots	26,000	1,150,000	8,775,000	(4,200,000)	4,600,000	(5,200,000)	9,300,000	(5,125,000)	(5,200,000)	(3,700,000)	(400,000)	0	0
Totals		26,800,000	68,388,500	97,617,706	110,898,961	111,524,072	111,739,929	99,277,509	94,261,248	40,780,578	4,319,225	0	785,079,725

Schedule of Assessed Valuation

	Assessment to Market Ratio	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
Residential	9.15%	2,346,875	6,452,805	8,918,320	8,728,172	10,880,253	8,373,254	8,552,372	8,100,704	4,024,223	431,718	0	70,004,795
Platted Lots	29%	338,030	2,584,055	(1,227,240)	1,344,120	(1,519,440)	2,717,460	(3,497,525)	(1,519,440)	(1,081,140)	(316,880)	0	0
Totals		2,883,005	8,018,880	8,088,080	11,070,292	9,160,813							

RESPONSE TO BRIEF IN SUPPORT OF EAGLE SHADOW METROPOLITAN DISTRICT NO. 1 AND TODD CREEK VILLAGE PARK AND RECREATION DISTRICT AND THEIR DENIALS OF PETITIONS FOR EXCLUSION FILED BY PETITIONER SEC. 2-3 PHOENIX, LLC

INTRODUCTION

As permitted by the Deputy County Attorney for Adams County (the "**County**"), Sec. 2-3 Phoenix LLC (the "**Petitioner**") offers this Response to the Brief in Support of Eagle Shadow Metropolitan District No. 1 ("**ESMD**") and Todd Creek Village Park and Recreation District ("**TCVPRD**") (collectively, the "**Districts**") and their Denials of Petitions for Exclusion Filed by Petitioner Sec. 2-3 Phoenix, LLC (the "**Districts' Brief**") submitted to the County on August 17, 2018.

Summary of Districts' Argument

The Districts' Brief presents three arguments in support of the Districts' decisions to deny the Petitions for Exclusion of Certain Real Property (the "**Petitions for Exclusion**") after a public hearing on June 19, 2018:

1. The Districts argue that the denial of the Petitions for Exclusion was justified by the lack of supporting documentation submitted with the Petitions for Exclusion and the failure of Petitioner to testify at the public hearing.

2. The Districts argue that the Resolutions Denying Petitions for Exclusion (the "**Denial Resolutions**") and Minutes of the Districts' June 19, 2018 Meeting (the "**Minutes**") demonstrate that the statutory factors laid out in§ 32-1-501(3), C.R.S. (the "**Statutory Factors**") favor denial of the Petitions for Exclusion and require no substantiation.

3. The Districts argue that the existence of an alternative to exclusion (the creation of a sub-district) justifies the denial of the Petitions for Exclusion.

Additionally, as a preliminary matter, the Districts argue that the transcript Petitioner has submitted as part of the record developed at the hearing before the Districts (the "**Record**") should not be considered part of the record.

ARGUMENT

Transcript as Part of the Record

Petitioner has submitted a transcription of an audio recording of the public hearing on the Petitions for Exclusion on June 19, 2018 (the "**Transcript**"). The Districts argue that the Transcript should not be included as part of the Record for two reasons: (1) the Districts were not notified that the hearing was being recorded and did not authorize a recording and (2) the Transcript does not name each of the speakers. Neither of these arguments is a valid reason to strike the Transcript from the Record.

The Districts first argue that the Transcript should not be included as part of the Record because District was not notified of or authorize the recording. The hearing on the Petitions for Exclusion was a public hearing conducted at a meeting required to be open to the public under the Colorado Open Meetings Law, §24-6-401, *et seq*., C.R.S. Recordings of public meetings are permitted under the Colorado Open Meetings Law and there is no requirement that a member of the public notify the government body that a recording is being made. Neither is there a requirement that the government body authorize a recording. To impose such restrictions on the public would directly violate the purpose of the Colorado Open Meetings Law. "[T]he open meetings law articulates an interest in having public business conducted openly and provides a mechanism for private citizens to protect that interest." *Weisfield v. City of Arvada*, 2015 COA 43,

361 P.3d 1069 (2015). The Districts' attempt to suppress the Transcript by striking it from the Record is an unlawful attempt to limit the public's rights under the Colorado Open Meetings Law and should not be permitted.

Second, the Districts argue that the Transcript should not be included as part of the Record because it is unclear who is speaking when. Although the Transcript does not always identify each member of the Districts' Boards of Directors (the "**Directors**") or Mr. Dykstra by name, the Transcript does consistently identify when counsel for the Petitioner, Mr. Dickhoner, is speaking. Additionally, the Transcript identifies the other distinct speakers by number. As counsel for the Petitioner was the only party speaking during the hearing not directly associated with the Districts, the lack of names for the Directors is not material to the content or usefulness of the Transcript. It is not material whether one certain Director or Mr. Dykstra made a certain statement because Mr. Dykstra and all of the Directors represent the Districts. What is material is that one of the Districts' representatives made the statement. Furthermore, the Transcript reflects the full discussion had by the Directors and therefore documents the entirety of their fact finding efforts. On the one hand, the Districts argue that the Transcript documenting the discussions of the Directors should not be included but on the other hand they cite to the Transcript when it benefits them. It appears that the Districts only consider the Transcript to be of public importance when they believe it suits their needs but otherwise it impermissibly documents the discussions of the Directors. Clearly, that is not the way a public record works and if the Directors review of the Petitions for Exclusion "clearly favor denial" as they allege then the Transcript would reflect that and be supportive of their position, not something to selectively disregard when it establishes a lack of support for their position. Therefore, the Transcript should be considered part of the Record for appeal.

Supporting Documentation not Required by Statute

In their substantive argument, the Districts argue first that their decision to deny the Petitions for Exclusion was justified because the Petitioner did not attach supporting documentation to the Petitions for Exclusion and the Petitioner did not testify at the public hearing. This argument is essentially an argument that the Petitioner bears the burden of proof regarding the statutory factors for considering a petition for exclusion contained in § 32-1-501, C.R.S. (the "**Statute**"). The Statute does not support this argument.

In describing the petition for exclusion that a property owner must submit to a special district, the Statute states "The petition shall set forth a legal description of the property, shall state that assent to the exclusion of the property from the special district is given by the fee owner or owners thereof, and shall be acknowledged by the fee owner or owners in the same manner as required for conveyance of land." § 32-1-501(1), C.R.S. This provision does not provide that the petition will include documentation to influence a district's review and decision of a petition for exclusion.

Regarding the hearing on the petition for exclusion, the Statute states, "all persons interested shall appear at the designated time and place and show cause in writing why the petition should not be granted or the resolution should not be finally adopted. . . . The failure of any person in the existing special district to file a written objection shall be taken as an assent on his or her part to the exclusion of the area described in the notice." § 32-1-501(2), C.R.S. No written objections to exclusion were filed related to the Petitions for Exclusion. Therefore, the Statute dictates that the persons within the Districts are deemed to assent to the exclusion. This provision clearly provides for written arguments against exclusion to be presented at the hearing, but does not contemplate additional written arguments or testimony in favor of exclusion at the hearing.

This provision also indicates that the district's default position should be to grant the petition, absent timely filed written objections.

In laying out the Statutory Factors for considering a petition for exclusion, the Statute states, "The board shall take into consideration and make a finding regarding all of the following factors when determining whether to grant or deny the petition or to finally adopt the resolution or any portion thereof." § 32-1-501(3), C.R.S. This provision lays the burden on the Boards for the Districts to evaluate the enumerated factors and make findings. It does not place the burden on the Petitioner to present its own findings regarding the Statutory Factors in the Petition or during testimony at a hearing. As such, the Districts lack statutory support for their argument that the Petitions for Exclusion were rightfully denied for lack of supporting documentation and testimony.

Furthermore, counsel for the Petitioner was present at the hearing to provide the Districts with information upon request. The exchanges between counsel for the Petitioner and the Districts' representatives were captured in the Transcript and the Districts arguably used the information provided in response to their questions by counsel for the Petitioner in their consideration of the statutory factors. If the Districts wished for additional information from the Petitioner, the Districts could have requested such additional information and continued the hearing to a subsequent meeting pursuant to § 32-1-501(2), C.R.S. The Districts asked few questions of counsel for Petitioner and did not request additional information from the Petitioner. That the Districts chose not to continue the hearing indicates that they did not require additional information to consider the Statutory Factors. This contradicts the argument that the Petitioner should have submitted additional documentation presented in the Districts' Brief and indicates that the Districts made their decision based on pre-determined views and bias against the Petitioner.

<u>No Deference for Districts' Conclusory Statements Regarding Statutory Factors</u>

The Districts argue that the Denial Resolutions and Minutes demonstrate clearly that the Statutory Factors favor denial of the Petitions for Exclusion. The Districts' statements in both Denial Resolutions and the Districts' description of the findings in the Minutes are purely conclusory reiterations of the Statutory Factors. The Districts point to no support in the Record for their conclusory statements, relying solely on the statements of their conclusions in the Minutes and Denial Resolutions as adequate reason for the Board of County Commissioners of Adams County (the "**Board of Commissioners**") to uphold the Districts' decision. However, as the Petitioner explained in its Position Statement Regarding Denials of Certain Exclusion Petitions Submitted to the Eagle Shadows Metropolitan District No. 1 and Todd Creek Village Park and Recreation District (the "**Petitioner's Brief**"), under the Statute, the Board of Commissioners reviews the Record and considers the Statutory Factors *de novo*. Therefore, the Board of Commissioners need not give any deference to the Districts' conclusory statements and should instead review the Record and consider the Statutory Factors itself. As demonstrated in detail in the Petitioner's Brief, the Record clearly shows that the Statutory Factors weigh heavily in favor of exclusion.

Creation of Sub-District Is Not Adequate Alternative to Exclusion

The Districts' final argument is that the option to create a sub-district as an alternative to exclusion justifies the denial of the Petitions for Exclusion. This argument fails for two reasons: (1) the ability to possibly create a sub-district is not one of the Statutory Factors and (2) even if this fell under one of the Statutory Factors, the creation of a sub-district is not an adequate alternative to exclusion for the Petitioner. The Districts do not, but could possibly argue that the option to create a sub-district should be considered under Statutory Factor (g), "Whether an economically feasible alternative service may be available." § 32-1-501(3)(g), C.R.S. (emphasis

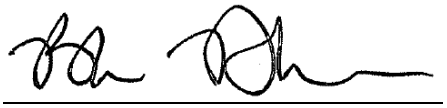
added). However, that Statutory Factor calls for consideration of an alternative service rather than an alternative arrangement. Services through a sub-district would still be controlled and provided by the Districts and, therefore, could not be considered alternative services. Even if this possible alternative fell under Statutory factor (g), as Petitioner explained in Petitioner's Brief, the option to create a sub-district is not a suitable solution in this instance because the possible sub-district would be controlled by a board comprised of the current Boards of Directors of the Districts. Petitioner would have no reason to expect any different results than the lack of development that has occurred through the Districts. Furthermore, Petitioner has been informed that the entirety of ESMD's remaining debt authorization under its Service Plan will be utilized by the sub-district Mr. Dykstra referenced at the end of the June 19th public hearing. Utilizing the sub-district arrangement offered by Mr. Dykstra means that not only would the Petitioner's property be subject to a board that has been historically unwilling to support the financing of additional public improvements on the property, but it would also not have access to any bonding capacity to finance the needed public improvements, even if the sub-district board suddenly became willing to support the property. As such, the District's argument that the creation of a sub-district would be an alternative to exclusion is not relevant or valid.

CONCLUSION

In its Brief, the Petitioner argued and demonstrated that the Record shows that the Statutory Factors weigh heavily in favor of exclusion. The Districts' Brief, on the other hand, relies predominantly on mere conclusory statements and an irrelevant alternative to support the Districts' decision to deny the Petitions for Exclusion. As the Board of Commissioners considers the Statutory Factors *de novo*, the Districts' conclusory statements should be given no deference. The Districts can point to nothing in the Record to support their decision to deny the Petitions for

Exclusion, while the Petitioner has presented ample evidence from the Record to demonstrate that the Statutory Factors support exclusion. Therefore, the Petitioner respectfully requests that the Board of County Commissioners reverse the Districts' decision to deny the Petitions for Exclusion.

Respectfully Submitted to the Adams County Board of County Commissioners on August 23, 2018.



Blair M. Dickhoner

Legal Counsel to Petitioner

PAT HRBACEK
DIRECT DIAL: 303.839.3895
phrbacek@spencerfane.com

File No. 5026557.0010
5114573.0010

August 24, 2018

VIA EMAIL (dedelstein@adcogov.org)

Adams County Attorney
Attention: Doug Edelstein
4430 S. Adams County Parkway
Brighton, CO 80601

Re: Supplemental Brief in Support of Eagle Shadow Metropolitan District No. 1 and Todd Creek Village Park and Recreation District and their Denials of Petitions for Exclusion Filed by Petitioner Sec. 2-3 Phoenix, LLC

Dear Mr. Edelstein:

The following supplemental brief is offered in support of Eagle Shadow Metropolitan District No. 1 ("Eagle Shadow") and Todd Creek Village Park and Recreation District ("Todd Creek" and together with Eagle Shadow, collectively referred to herein as the "Districts") in the above-referenced appeal initiated by Petitioner Sec. 2-3 Phoenix, LLC ("Petitioner"). For the sake of convenience, unless otherwise noted, capitalized terms used herein shall have the same meaning as ascribed to them in the Districts' opening brief.

I. The Limited Appeal Record Does Not Support Exclusion

As noted in the Districts' opening brief, the Petitioner offered no meaningful evidence to support exclusion during the public hearing. The Petitioner's brief likewise fails to justify exclusion. Lacking any meaningful record support, the Petitioner instead focuses on unsupported accusations against the Districts and the Boards of Directors. Such accusations are neither true nor substantiated by the record.

The Petitioner relies heavily on statements found in the Unofficial Transcript. Consistent with the Districts' opening brief, however, the Districts object to the Petitioner's use of the Unofficial Transcript as part of the official record for the present appeal. Significantly, the Petitioner ignores the fact that the Districts never received notice that an audio recording of the public hearing was being made. As such, the Districts neither knew of, nor consented to, the audio recording. Further, the Petitioner's reliance on the Unofficial Transcript is betrayed by its unreliability. For example, at Page 15 of the Petitioner's opening brief, the Petitioner attributes a quote to Mr. Dykstra. The

Unofficial Transcript, however, only identifies the speaker of the subject quoted language as "SPEAKER 1." *See* Transcript, Page 10 at Paragraph 144. Accordingly, it is unclear from the Unofficial Transcript whether the speaker was in fact Mr. Dykstra, a member of the Districts' Boards of Directors, one of the Districts' consultants present at the meeting, or even Mr. Dickhoner. This confusion about speaker identity, among other reasons, renders the Unofficial Transcript unreliable. Therefore, the Unofficial Transcript must not be considered part of the record for purposes of this appeal.

Faced with a lack of record evidence, the Petitioner attempts to supplement the record with voluminous information that was clearly not part of the record created at the hearing on the Petitions. Some examples include, but are not limited to, the following: 1) that Eagle Shadow "has approximately four million dollars ($4,000,000) in debt capacity remaining under its Service Plan" (Petitioner's Brief, Page 9); (2) "Currently the Districts do not impose any fees other than the Development Fees" (Petitioner's Brief, Page 10); (3) "The Petitioner has reviewed the tax records … and [Eagle Shadow] would lose $150.05 and [Todd Creek] would lose $595.20 per year …" (Petitioner's Brief, Pages 11-12); (4) "the Property is currently responsible for about $750 per year in taxes …" (Petitioner's Brief, Page 20); and (5) an entire section of the Petitioner's opening brief, titled "ADDITIONAL BACKGROUND INFORMATION" (Petitioner's Brief, Pages 20-23). The foregoing items were neither offered, nor otherwise mentioned, by the Petitioner at the hearing on the Petitions. As a consequence, because C.R.S. § 32-1-501(5)(b)(II) limits the record to be considered in this appeal to "the record developed at the hearing before the special district board," all of the foregoing items must be stricken from the record to be considered in this appeal.

II. The Petitioner's Accusations Against the Districts Lack Merit

The Petitioner also turns to unfounded and undocumented accusations that are outside of the hearing record on the Petitions in an attempt to somehow bolster its position. In various places, the Petitioner claims that the Districts "have repeatedly shown an unwillingness to work with the Petitioner…" and that "the Districts' Board of Directors has repeatedly exhibited hostility towards the Petitioner." Other than the Districts' denial of the Petitions, which was appropriately grounded upon an evaluation of the statutory criteria, the Petitioner offered no further evidence that the Petitioner is being treated any differently than any other landowner or developer within the Districts. In fact, as noted in the Districts' opening brief, the Districts initiated a discussion at the hearing about the possible formation of a sub-district, similar to another sub-district formation for another developer in the Districts that is currently in progress. Encouraging the initiation of a sub-district can hardly be considered an act of hostility.

The Petitioner further claims that the subject property is contributing revenue to the Districts "without receiving benefit from the Districts," likening its position to the plight of the property owners in *Landmark Towers Association, Inc. v. UMB Bank, N.A.*, a recent decision from the Colorado Court of Appeals (2018COA75). This situation, however, is distinguishable from

Landmark in several important respects. First, as noted in the opening brief, the Districts' Boards of Directors are entirely made up of residents from the Districts. As such, the implications of lack of notice to future residents are not present in the same way as a developer-controlled board of directors as was the case in *Landmark*. Moreover, unlike *Landmark*, there has been no indication, nor is there anything in the record to suggest, that the Districts were formed, or are being governed, based on some scheme to utilize the Property to finance improvements for the remaining property in the Districts.[1] Second, while the Petitioner argues that it "has no representation on the Districts' Board of Directors," it ignores the reality that there is no legal impediment that would prevent the Petitioner from qualifying one or more representatives to seek director seats on the Districts' Boards of Directors through the election process mandated under Colorado law. In particular, the Petitioner neglects to mention that at least one representative of the Petitioner did indeed serve as a director in the past and another person affiliated with the Petitioner served on the Boards of Directors and was one of the original applicants for formation of the Districts that instituted many of the policies that the Petitioner now is claiming are unfair. Accordingly, the Petitioner cannot now complain that it has had no voice at the table. Finally, in multiple places, the Petitioner complains that it is not receiving any services from the Districts. The Petitioner, however, has not requested services from the Districts. In other words, any lack of services can be traced back to the Petitioner's own inaction. The Districts have in prior developments offered Petitioner-related entities the opportunity to be reimbursed for public improvements and in fact Petitioner-related development entities have been reimbursed over $350,000 for a retention facility in the Riverside subdivision contrary to the Petitioner's assertion. In sum, unlike in *Landmark*, the Petitioner has had, and continues to have, opportunity to participate in, and benefit from, the Property's inclusion in the Districts, as well as to utilize the Districts' services. The fact that it has chosen not to do so cannot now be used as a justification for exclusion.

III. The Statutory Factors Favor Exclusion

The Petitioner alleges that the Districts failed to engage in a meaningful analysis of the statutory factors. As noted in the opening brief, however, both the Minutes and the Resolutions detail significant support for denial of the Petitions. In particular, under the best interests analysis (C.R.S. § 32-1-501(3)(a)), the Districts concluded that exclusion "would result in a substantial reduction in revenue" and the Districts have "incurred expenses to build infrastructure" with the expectation of reimbursement through revenues received from property within the Districts. Resolutions, Page 1. For the cost and benefit analysis (C.R.S. § 32-1-501(3)(b)), the Districts found that "the benefit from the District's services to the property to be excluded is significant." Resolutions, Page 1. Likewise, for the remaining factors, including financial issues (C.R.S. § 32-1-501(3)(b) through (h)), the

[1] In this regard, while the Petitioner improperly cites information outside the record for the proposition that the Districts will lose only approximately $750 annually in tax revenue from the Property, this same information, if accurate, demonstrates that the current revenue from the Property would most likely never support a financing in the way the Petitioner suggests and completely ignores the future value of tax revenues from the project.

Districts determined that, if the exclusion were to be granted, the Districts would suffer a loss in revenue that would unnecessarily burden the property remaining in the Districts and, additionally, "[n]o other districts have agreed to provide the services." Resolutions, Page 2. Based on the foregoing, the Districts appropriately denied the Petitions. Because the factors support denial of the Petitions, and because the record contains no justification for exclusion, the Petitions must be denied.

IV. Conclusion

As outlined in both the opening brief and this supplemental brief, the record fully justifies denial of the Petitions. Based on the record, the statutory factors weigh heavily in favor of denial of the Petitions. In contrast, the Petitioner provided no persuasive evidence in support of exclusion. Accordingly, for all the reasons stated herein and in the Districts' opening brief, the Districts respectfully request that the Board of County Commissioners deny the Petitions.

Sincerely,

SPENCER FANE, LLP

Pat Hrbacek

Pat Hrbacek

cc: Blair Dickhoner, legal counsel to Petitioner Sec. 2-3 Phoenix, LLC

SPENCER FANE LLP | 102 S. TEJON STREET, SUITE 750, COLORADO SPRINGS, CO 80903-2259 | 719.633.1050 | FAX 303.629.7610 | spencerfane.com