

**SERVICE PLAN FOR
WILD PLUM METROPOLITAN DISTRICT
TOWN OF COLUMBINE VALLEY, COLORADO**

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Div of Local Government

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Service Plan for Wild Plum Metropolitan District
Town of Columbine Valley, Colorado

I. INTRODUCTION

A. Purpose and Intent.

This Service Plan, submitted in accordance with the Special District Act (Section 32-1-101, *et seq.*, C.R.S., as amended), sets forth a proposal for the creation of the Wild Plum Metropolitan District (the “District”). The District will construct, own, and operate certain public improvements for the residential community of the Wild Plum development (the “Community”). The Community is being developed by The CalAtlantic Group, Inc. (the “Developer”), pursuant to such land and special use submittals approved by the Town of Columbine Valley (the “Town”). The District boundary encompasses the entirety of the Community. It is anticipated that the improvements to be constructed by the District will be constructed for the use and benefit of the inhabitants and taxpayers of the District and will be open to public use as well.

Because the Community will not be served by a Home Owners Association (“HOA”) at this time, the District will maintain ownership of many of the public improvements in the Community and will be responsible for ongoing operation and maintenance as well as the provision of design review and covenant enforcement services normally provided by a HOA. There are many general advantages that the District will have over a traditional HOA, including the following:

1. The District will fund its services by imposing a property tax on property within the District, rather than collecting HOA dues or other fees. This results in operational efficiencies, as Arapahoe County will collect the taxes that the District levies, eliminating the costs associated with managing and billing individual accounts and expensive collection efforts on the part of a HOA.
2. The fact that property taxes are collected also means that the homeowners may be able to deduct the cost of District services, imposed via property taxes, on their federal income tax return, rather than paying nondeductible HOA dues.
3. District services and facilities are provided under the protection of the Colorado Governmental Immunity Act, which generally limits the liability of a district and in many instances eliminates liability altogether. This limitation has the direct result of lowering insurance costs that would otherwise be paid by the HOA, often dramatically.
4. If borrowing is necessary to complete capital projects or replacements, the District will be able to borrow at significantly reduced, tax-exempt interest rates unavailable to a private HOA.
5. Unlike a HOA, the District will not generally be required to pay sales tax on goods and materials it purchases, further lowering the cost of operations as compared

to a HOA.

6. From the Town's perspective, HOAs may amend or terminate their covenants and design guidelines, or even cease to operate without oversight or review by the Town, whereas there are continuing oversight capabilities left with the Town regarding the District through service plan requirements, intergovernmental agreements, annual reporting requirements, and the Town's option to require quinquennial reviews.

This Service Plan contains a financial plan showing how the proposed Public Improvements and services are to be financed, and a preliminary engineering survey describing the Public Improvements to be financed by the District and providing a detailed and itemized list of the total costs of the improvements and general costing assumptions. Numerous items are included in this Service Plan in order to satisfy the requirements of law for formation of special districts and the requirements of the Town. Each of the requirements of law and of the Town is satisfied by this Service Plan.

The assumptions contained within this Service Plan were derived from a variety of sources. Information regarding the present status of property within the District, as well as the current status and projected future level of similar services, was obtained from the Developer. Construction cost estimates were assembled by the Developer. Legal advice in the preparation of this Service Plan was provided by Spencer Fane LLP, which represents numerous special districts throughout the state. Financial recommendations and advice in the preparation of the Service Plan were provided by the Developer with the assistance of D.A. Davison & Co.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, or financing of the Public Improvements needed for the Community (a general list of the proposed Public Improvements is included in Section V.D.). Additionally, the Community will not be served by a HOA. The District will instead undertake the following services and obligations typical of HOAs: (1) operation and maintenance of Public Improvements not accepted by the Town or another jurisdiction; and (2) design review and covenant enforcement. There are no adjacent or overlapping entities that can provide the improvements and services contemplated by this Service Plan (maps of municipalities and special districts in vicinity to the District are attached as Exhibit C). Formation of the District is therefore necessary in order to provide the Public Improvements and services required for the Community in the most economic manner possible.

In addition, there are unique aspects of the development which encourage the use of a special district as a financing and operational tool. First, there are substantial offsite improvements required for Hunter Run Lane and Platte Canyon Road in the vicinity of the Community including but not limited to a traffic signal, turn lanes, road widenings, walls, and landscape improvements. There are also a number of road and storm improvements required for this unique site because of the proximity of existing ponds and reservoirs in the area. Further, the proposed Community will include a substantial amount of public open space with landscape

improvements and trail connections. These improvements will be available for the use of everyone within the Town of Columbine Valley and the public, not just the residents of the Wild Plum Metropolitan District.

C. District Functions Generally.

The District shall be authorized to fund the Public Improvements from the proceeds of Debt to be issued by the District and from other legally available revenue which is expressly authorized in this Service Plan. It is expected that some of the Public Improvements will be dedicated to the Town or other service provider in accordance with the Town's or such service provider's applicable policies and procedures. For any improvements that are not conveyed to the Town or other appropriate service provider, the District shall be authorized to own, operate, and maintain such Public Improvements as expressly authorized in this Service Plan.

Construction of all Public Improvements shall be subject to applicable ordinances, codes, and regulations of the Town and consistent with the requirements of any Approved Development Plan and applicable intergovernmental agreements entered into between the District and the Town (including without limitation the requirements of the IGA) as well as the applicable ordinances, codes, and regulations of any other governmental entity having proper jurisdiction over the Public Improvements. A general list of proposed Public Improvements is provided in Section V.D.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below:

Approved Development Plan: means an approved final development plan, plat, subdivision improvement agreement, or other process established by the Town or other governmental entity with jurisdiction over the Public Improvements that sets forth the requirements and timing associated with construction of the Public Improvements, as may be amended from time to time, including but not limited to the Wild Plum Final Plat and that certain Subdivider Improvements Agreement to be entered into between the Developer and the Town.

Board: means the board of directors of the Wild Plum Metropolitan District.

Board of Trustees: means the Board of Trustees for the Town of Columbine Valley, Colorado.

Community: means the Wild Plum development.

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

Developer: means The CalAtlantic Group, Inc.

District: means the Wild Plum Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Article 1 of Title 32, Colorado Revised Statutes.

District Activities: means any and all functions which are: (1) permitted under applicable law, and (2) undertaken by the District pursuant to express authorization under this Service Plan and/or the IGA.

District Boundary: means the real property located within the District as legally described in Exhibit A and as further depicted in the District Boundary Map.

District Boundary Map: means the map attached hereto as Exhibit B, depicting the District's proposed boundary.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any rate, fee, toll, penalty or other charge imposed by the District and permitted by applicable law and this Service Plan for services, programs, improvements, or facilities provided by the District. The District may impose Fees only for the limited purpose of providing covenant enforcement and design review services traditionally performed by HOAs or, with the Town's consent, for the provision of services for the Open Space pursuant to the IGA or another intergovernmental agreement with the Town.

Financial Plan: means the Financial Plan of the District as described in Section VI, which describes: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; (iii) the estimated operating revenue derived from property taxes for the first budget year; and (iv) the proposed sources of revenue and projected expenses of the District.

IGA: means that intergovernmental agreement by and between the Town and the District which is attached to this Service Plan as Exhibit H, which intergovernmental agreement shall be adopted at the District's first board meeting following its organization, without revision or deviation from the form provided in Exhibit H except to accommodate changes required as a result of that easement dated August 29, 1986 and recorded in the real property records in Arapahoe County at Book 5979, Page 222 and changes which may result from further discussions between the Town and Developer regarding the operation and maintenance of Hunter Run Lane, if any, or as necessary to provide for technical revisions associated with the Wild Plum Final Plat and/or the Subdivider

Improvements Agreement.

Material Modification(s): means any one of the instances described in Section 32-1-207, C.R.S., and shall in this respect include but in no event be limited to any of the following: (i) changes to the proposed Public Improvements approved by the Town pursuant to this Service Plan and any Approved Development Plan which are anything other than minor changes to accommodate discoveries in the field during construction; (ii) exceeding the financial constraints provided in this Service Plan; (iii) deviating materially from the financial plan provided in this Service Plan; (iv) taking action in contravention of the Service Plan statements provided in Sections V.B.7. and V.B.8.; (v) the District publishing notice as provided in Section 32-1-207(3)(b), C.R.S., without the Town's prior approval of a revised Service Plan; and (vi) exclusions and inclusions of real property.

Maximum Debt Limit: means the maximum dollar amount of debt which the District may issue, including reimbursement of advances for District organization, operation, and capital expenditures, but excluding increases necessary to accomplish a refunding, reissuance, or restructuring of Debt, as set forth in V.B.3. below

Maximum Debt Service Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C. below.

Maximum Interest Rate: means the maximum interest rate applicable to the issuance of any Debt, which is twelve percent (12%) under this Service Plan.

Maximum Operations Mill Levy: means the maximum mill levy the District is permitted to impose for payment of operations and maintenance as set forth in Section VI.C. below.

Maximum Underwriting Discount: means the maximum underwriter's discount applicable to any issuance of Debt, which is two percent (2%) under this Service Plan.

Mosquito Control Services: means those services to be provided pursuant to Sections 32-1-1004(2)(b) and 32-1-103(10)(b), C.R.S.

Open Space. Means Tracts K, L, M and N shown on the Wild Plum Final Plat within the District Boundary which will be conveyed to the Town by special warranty deed as provided in the IGA and which the District shall maintain in accordance with the terms of Section V.D.1 of this Service Plan, the Approved Development Plan and the IGA.

Preliminary Engineering Survey: means the Engineer's Land Development Budget attached hereto as Exhibit E.

Public Improvements: means, as context dictates, all or a part of the public infrastructure and facilities authorized by this Service Plan and the Town for the Community in the Community's Approved Development Plan approved by the Town and to be planned, designed, acquired, constructed, installed, relocated, redeveloped, extended, operated, maintained, and/or financed, including necessary and appropriate landscaping and

appurtenances, as generally described in the Approved Development Plan, including but not limited to the Wild Plum Final Plat and that certain Subdivider Improvements Agreement to be entered into between the Developer and the Town, the Preliminary Engineering Survey and Section V.D., below, to serve the future taxpayers of the District and the public as determined by the Board and subject to all limitations in the Service Plan and terms and conditions of the IGA.

Service Plan: means this service plan for the District approved by the Trustees, as may be amended from time to time.

Service Plan Amendment: means an amendment to the Service Plan approved by the Trustees in accordance with the Town's policies and the applicable state law.

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

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado constitution.

Taxable Property: means real and personal property within the Service Area subject to *ad valorem* taxes imposed by the District.

Town: means Town of Columbine Valley, Colorado.

III. DISTRICT BOUNDARY

A. Legal Description.

The land within the District Boundary includes approximately 105 acres. A legal description of the District Boundary is attached hereto as Exhibit A. A map depicting the District Boundary is attached hereto as Exhibit B. Changes to the District Boundary are Material Modifications to the authority granted to the District in this Service Plan and shall require processing as provided in Section V(B)(8) of this Service Plan.

B. Ownership.

A complete list of residents and owners of real property within the District Boundary as of the date of its expected organization is as follows:

Wild Plum JV, LLC
6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The District Boundary consists of approximately 105 acres proposed to be developed for residential use. At build out, it is anticipated that the District will contain 95 residential units. The current assessed valuation of the property within the District Boundary, based upon information currently available from the Arapahoe County Assessor, is \$81,757, but is assumed to be \$0.00 for purposes of this Service Plan and the Financial Plan. At build out, the assessed valuation is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District Boundary is currently estimated to be 228 persons at build out, based on an average of 2.4 persons per residential unit and 95 total units.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units identified in this Service Plan or any of the exhibits attached thereto,.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District.

The District shall have the power and authority to provide the Public Improvements and to undertake related District Activities pursuant to the Special District Act and as such power and authority are otherwise afforded to special districts under Colorado law, subject to all of the conditions and limitations of this Service Plan and the IGA. The specific Public Improvements to be constructed and maintained by the District shall be limited to those Public Improvements generally described in Section V.D. below, and Exhibit E, and shall under all circumstances be constructed and maintained by the District consistent with this Service Plan, the Approved Development Plan, and any applicable intergovernmental agreement entered into between the Town and the District. Any and all Public Improvements which cannot be funded by the District shall be funded and completed by the Developer per the Developer's Approved Development Plan with the Town and all associated Developer obligations to the Town.

B. Limitations on the District's Powers and Service Plan Amendment.

1. Operations and Maintenance Limitation. The District shall dedicate certain Public Improvements to the Town or other appropriate service providers in a manner consistent with the Approved Development Plan, the IGA, and/or other policies, procedures, and rules and regulations of the Town or other applicable service providers. The District shall be authorized to own, operate, and maintain any part of or all of the Public Improvements not otherwise dedicated to another entity.

2. Construction Standards Limitation. The District will ensure that the Public Improvements to be dedicated or maintained by the District are designed and constructed in accordance with the standards and specifications of the Town, as well as the applicable standards of other governmental entities having jurisdiction over the specific Public Improvements. The District will obtain approval of civil engineering plans and will

obtain applicable permits for construction and installation of Public Improvements from the Town and/or other governmental entity with jurisdiction, as appropriate, and prior to performing such work.

3. Maximum Debt Limit. The District shall not issue Debt in excess of Eleven Million Dollars (\$11,000,000) (“Maximum Debt Limit”). Increases necessary to accomplish a refunding, reissuance, or restructuring of Debt shall not count against the Maximum Debt Limit.

4. Material Modifications and Service Plan Amendment Requirement. Actions of the District that constitute a Material Modification(s) to this Service Plan under the Special District Act or this Service Plan shall require the District to obtain a service plan amendment as required by Section 32-1-207, C.R.S., and the Town may exercise all legally available remedies to enjoin such actions taken by the District without prior Town approval of a Material Modification to the Service Plan.

5. Southwest Metropolitan Water and Sanitation District. The property within the District Boundary was recently included in the Southwest Metropolitan Water and Sanitation District (“Southwest Metro”). Southwest Metro has consented to the organization and overlap of the District, and a copy of Southwest Metro’s resolution evidencing its consent is attached to this Service Plan as Exhibit I. The District hereby acknowledges that, with the exception of irrigation services ancillary to the District’s construction, operation, and maintenance of landscaping, streetscape, and open spaces, and those related to storm drainage detention and mitigation, Southwest Metro will be the sole provider of water and sanitary sewer services within the District

In addition to any other limitation contained herein, the District’s potable water and sanitary sewer service authority and power shall be subject to the following limitations:

(a) Under no circumstance shall the District operate, maintain, repair or replace any potable water, transmission, or distribution facility or any sanitary sewer collection facility from and after the date the potable water and sanitary sewer facilities contemplated in this Service Plan are conveyed to and finally accepted by Southwest Metro, subject to whatever continuing warranty obligations may exist with respect to said facilities;

(b) The District shall not provide, finance, construct, acquire, operate, maintain, repair or replace any sanitary sewer or potable water facilities or related improvements that duplicate or in any way interfere with any improvements, facilities or services that Southwest Metro provides or may hereafter provide;

(c) The District shall not interfere with the ability of Southwest Metro to implement or enforce its rules and regulations, policies, and engineering standards and specifications, including but not limited to Southwest Metro’s regulation that provides for termination or shut off of a customer’s water and/or sanitary sewer service in the event of

any nonpayment of any bill or violation of any Southwest Metro rule or regulation. In the event of a conflict between Southwest Metro's rules and regulations, policies, and engineering standards and specifications and those of the District, Southwest Metro's shall control;

(d) The organization of the District shall not in any way interfere with or otherwise adversely affect the imposition or collection of any Southwest rate, fee, toll, charge or property tax, including specifically any rates, fees, tolls, charges, or taxes that are imposed within the area of Southwest Metro overlapped by the District. Further, any lien that Southwest Metro has or may have in the future for any reason, including but not limited to nonpayment of rates, fees, tolls, or charges shall have priority over any lien imposed by the District;

(e) At such time as all potable water and sanitary sewer improvements contemplated by this Service Plan have been completed, transferred to and finally accepted by Southwest Metro, the District's potable water service authority and sanitary sewer service authority shall terminate and be of no further force and effect except as to the limited irrigation services contemplated by the Service Plan;

(f) The District shall not provide written notice to the Town pursuant to Sections 32-1-207(2) and 32-1-207(3)(b), C.R.S., without concurrently providing a copy of such notice to Southwest Metro;

(g) Failure of the District to comply with any of the limitations set forth in this paragraph 5 shall be deemed a material modification of the Service Plan. All potable water and sanitary sewer facilities and improvements together with all easements and rights of way therefor that are to be transferred and conveyed to Southwest Metro shall be so transferred and conveyed in full compliance with all Southwest Metro requirements, including but not limited to Southwest Metro's process for conditional and final acceptance. All easements shall be in a form acceptable to Southwest Metro;

(h) Nothing herein contained shall relieve the Developer of any of its obligations and duties owed to Southwest Metro under any agreement Developer has entered into with Southwest Metro, including but not limited to any agreement and application for extension of water and/or sanitary sewer mains;

(i) As long as the District possesses water and sewer service authority it shall not expand or otherwise include additional property within its territorial boundaries without Southwest Metro's prior written consent; and

(j) All limitations contained in the Resolution adopted by Southwest Metro consenting to the organization of the District, a copy of which is attached hereto as Exhibit H.

(k) Nothing herein shall be construed as a limitation on the power and ability of the District to provide irrigation services to District owned and/or maintained

landscape and open space improvements, or to own and/or operate surface stormwater collection, transmission, retention or detention facilities, as either are permitted under this Service Plan.

6. South Suburban Parks and Recreation District. The District is located within the boundaries of the South Suburban Parks and Recreation District. The South Suburban Parks and Recreation District has consented to the overlap of the District pursuant to Section 32-1-107(3)(b)(IV), C.R.S., and a copy of the district's resolution evidencing its consent is attached to this Service Plan in Exhibit J.

7. Littleton Fire Protection District. The District hereby acknowledges that Littleton Fire Protection District will be the sole provider of fire protection services within the District.

8. Condemnation. The District shall not condemn property inside or outside the District boundaries without first processing and obtaining Town approval of a Material Modification of the Service Plan in accordance with Section 32-1-207(2)(a), C.R.S., and shall not condemn property, easements or right-of-way or any interest therein owned by or entrusted to or maintained by the Town, including but not limited to the Town's public streets.

9. Future Inclusions and Exclusions. The District shall not include or exclude any property without first processing and obtaining Town approval of a Material Modification of the Service Plan in accordance with Section 32-1-207(2)(a), C.R.S.

10. Compliance with Town Regulations. All activities by the District, and all development and infrastructure within the District, will be subject to all of the Town's zoning, subdivision, building code and land use requirements and all other requirements contained within or made pursuant to the Town's Municipal Code.

C. Preliminary Engineering Survey.

The Preliminary Engineering Survey sets forth a specific description of the Public Improvements, provides a detailed and itemized list of the estimated costs of the Public Improvements that may be provided by or through the District, and is attached hereto as Exhibit E. The total costs of the Public Improvements, including a contingency of 10%, are estimated to be \$12,161,953. Notwithstanding the foregoing, the District shall not be entitled to fund more than the Maximum Debt Limit in Public Improvements without Town approval of a Material Modification to the Service Plan.

D. Proposed Public Improvements and District Services.

The District shall have the authority to provide the services and Public Improvements described in this section, subject to any and all limitations of this Service Plan, the IGA and the Approved Development Plan, and any other applicable intergovernmental agreement with the Town. The District will be permitted to provide the services and Public Improvements directly or

by contract. Where appropriate, the District may contract with various public and/or private entities to undertake such functions.

Construction of all Public Improvements will be scheduled in the Subdivider Improvements Agreement to allow for proper sizing and phasing to keep pace with need. The majority of Public Improvements to be constructed by or on behalf of the District are necessary in the initial years of development. Such improvements are required in order to provide initial systems to support property owners and residents as they purchase property within the District Boundary. Funding for some or all of the Public Improvements is expected to occur through advances made to the District by the Developer or through the Developer's direct expenditure.

The following is a general list and description of the proposed Public Improvements to be constructed by the District and a description of the District's potential ongoing maintenance obligations, where applicable. The Community will not be served by a HOA, so pursuant to Section 32-1- 1004(8), C.R.S., subject to the limitations of this Service Plan and the IGA, the District will also undertake design review and covenant enforcement services typical of such an entity. A conceptual schematic of the proposed Public Improvements is provided in Exhibit D.

1. Open Space. The District shall be authorized to develop, own and maintain open space improvements as depicted in the conceptual layout of greenbelt open spaces in Exhibit D. The District shall also be authorized to develop, own and maintain the Open Space (which Open Space shall be conveyed to the Town as provided in the IGA and thereafter maintained by the District according to the terms of the IGA and the related license agreement) The greenbelt open space improvements shall be maintained by the District in conformance with the IGA, this Service Plan, the Approved Development Plan..

2. Stormwater Drainage System and Detention Ponds. The District shall be authorized to construct stormwater drainageways and improvements within and without the District. The District may also construct detention inlets, ponds, outfall structures, and associated improvements both within and outside the District to control stormwater runoff and water quality. Unless otherwise agreed with the Town or other service provider, stormwater drainage systems and detention ponds will remain the property of the District, and the District will be responsible for ongoing operation and maintenance of them in accordance with all applicable state, Town and other applicable legal requirements.

3. Landscaping. The District may install and maintain a variety of public landscaping within and without the District, including landscaped highlights along the internal streets and entry features at the main entrances to the Community. The District will be responsible for ongoing operation and maintenance of all such District public landscaping.

4. Streets. The District may construct and maintain street improvements within and without the District, including but not limited to, curbs, gutters, culverts, sidewalks, trails, bike paths, bridges, median islands, traffic control devices, and other

street-related improvements. These are expected to include both temporary and permanent improvements to Platte Canyon Road and Hunter Run as required by the Town pursuant to the Approved Development Plan and the IGA

5. Mosquito Control. In support of its stormwater control services, the District shall provide mosquito control services, as permitted by statute. These services will most likely be coordinated through local contractors with expertise in this area.

6. Water, Sanitation and Wastewater Treatment. The District may finance, design, construct, acquire, install, maintain, and provide potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land, and easements, together with extensions and improvements thereto.

The District may also finance, design, construct, acquire, install, maintain, and provide sanitation and wastewater facilities and systems to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land, and easements, together with extensions and improvements thereto.

The District's domestic water supply and sanitary sewer service will be provided by Southwest Metro. The District will construct, or have constructed, the necessary improvements to be able to connect to Southwest Metro's water and sanitary sewer system. With the exception of irrigation services and improvements ancillary to the District's construction, operation, and maintenance of landscaping, streetscape, and open spaces, and those related to storm drainage detention and mitigation, upon completion, all water and sanitary sewer improvements will be dedicated by the District to Southwest Metro, who will thereafter own, operate, and maintain them.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction and installation, of the Public Improvements from its Maximum Debt Service Mill Levy and its Maximum Operations Mill Levy, which may support Debt to be issued by the District to pay the costs of the Public Improvements. The Financial Plan for the District shall be to issue such Debt as development occurs such that the District can reasonably repay the Debt from revenues derived from the Maximum Debt Service Mill Levy, any interest earned on revenues derived from the Maximum Debt Service Mill Levy, and any specific ownership tax revenues. The total Debt that the District shall be permitted to issue shall not exceed the

Maximum Debt Limit of \$11,000,000, and it shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan. All Debt issued by the District may be payable from the Maximum Debt Service Mill Levy, the Maximum Operations Mill Levy, any interest earned on revenues derived from the Maximum Debt Service Mill Levy or the Maximum Operations Mill Levy, and any specific ownership tax revenues. The District may also rely upon various other revenue sources authorized by both state law and this Service Plan.

In advance of the District's ability to issue debt on a reasonable basis, it is expected that the Developer will finance, or advance to the District, those funds necessary to construct some or all of the Public Improvements. The District is, in turn, expected to enter into reimbursement agreements or issue repayment notes to the Developer to be funded from the proceeds of bonds issued by the District, when it has the financial ability to pay the same as due, or other available revenues. A proposed form of such an Advance and Reimbursement Agreement is provided in Exhibit G. To the extent costs of the Public Improvements cannot ultimately be financed with District debt proceeds or other District revenues, such costs will be borne by the Developer and not the District.

B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued, but in no event shall the interest rate on any Debt issued by the District exceed the Maximum Interest Rate. The underwriting discount on any Debt shall not exceed the Maximum Underwriting Discount. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law, and federal law, all as then-applicable to the issuance of public securities.

C. Privately Placed Debt Limitation.

Prior to the issuance of any privately placed Debt that is placed with an individual or individuals not otherwise constituting or related to a private financial institution, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

D. Maximum Debt Service Mill Levy.

The Maximum Debt Service Mill Levy shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall

be 49.750 mills; provided, that if on or after January 1, 2018, there are changes in the method of calculating assessed valuation the mill levy limitation applicable to 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 the actual tax revenues generated by the mill levy, as adjusted for changes occurring on or after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of valuation for assessment of residential real property of other taxable property shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Debt Service Mill Levy shall cease when debt issued by the District is no longer outstanding. The Maximum Debt Service Mill Levy shall not be imposed for more than forty 40 years after the year of initial imposition, except in the case of refinancing or refunding existing debt at lower rates when (i) the District's board of directors is comprised entirely of residents living within the District and (ii) the resident board has voted in favor of refinancing or refunding already-outstanding debt which refinancing or refunding extends the term of the already outstanding debt.

E. Maximum Operations Mill Levy.

The District may impose a mill levy on Taxable Property within its boundaries as a primary source of revenue for funding the District's operations. The District's operational mill levy authorization shall not exceed 11.055 mills (the "Maximum Operations Mill Levy"); provided, that if on or after January 1, 2018, there are changes in the method of calculating assessed valuation the mill levy limitation applicable to the District's operations 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 the actual tax revenues generated by the mill levy, as adjusted for changes occurring on or after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of valuation for assessment of residential real property of other taxable property shall be deemed to be a change in the method of calculating assessed valuation.

F. Maximum District Mill Levy.

The District's combined Maximum Debt Service Mill Levy and Maximum Operations Mill Levy shall not exceed 60.805 mills, except as the Maximum Debt Service Mill Levy and Maximum Operations Mill Levy may be adjusted as expressly provided in Section VI(D) and VI(E) of this Service Plan (the "Maximum District Mill Levy").

G. Debt and Operations Payment Sources.

The District may impose a mill levy on taxable property within the District Boundary up to the Maximum Operations Mill Levy and up to the Maximum Debt Service Mill Levy as primary sources of revenue for repayment of Debt and for funding District Activities. The District may also rely upon various other revenue sources authorized by law, including but not limited to Fees, only with prior approval of the Town. In no event shall the debt service mill levy in the District exceed the Maximum Debt Service Mill Levy, except as provided herein. Mill

levies and Fees intended to fund general District Activities will be in direct relation to the cost of providing the services contemplated in this Service Plan.

H. Fee Limitation.

The District may impose Fees only for the limited purpose of providing design review and covenant enforcement services traditionally performed by HOAs or, with the Town's consent, for the provision of services for the Open Space pursuant to the IGA or another intergovernmental agreement with the Town.

I. Security for Debt.

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

J. TABOR and Statutory Compliance.

1. The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up TABOR enterprises to manage, fund, construct, and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the Board. The District may create a TABOR enterprise only after receiving written consent from the Town and negotiating an appropriate amendment to the IGA.

2. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

K. District's Initial Operating Costs.

The estimated cost of organizational engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget, including legal and accounting expenses, is estimated to be Fifty Thousand Dollars (\$50,000), which is anticipated to be derived from property taxes and other revenues, including Developer advances that may be reimbursed as the District is financially able. No additional capital expenses are anticipated beyond repairs and replacements of the Public Improvements.

L. Financial Plan Flexibility.

The District's Financial Plan shall have only the following elements of flexibility: the District is not obligated to issue debt at any time and is not obligated to issue the maximum debt allowed under this Service Plan; and if debt is issued by the District, it may be issued in phases and in concurrence with the construction of Taxable Property so as to parallel the increasing assessed value of the District and need.

VII. DISCLOSURE AND ANNUAL REPORT

A. General.

If requested by the Town, the District shall be responsible for submitting an annual report to the Town Administrator's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. Without the request of the Town and as a condition of the approval of this Service Plan, the District shall cause a disclosure of the existence, contact information, and taxing powers (including a sample calculation of anticipated taxes) to be recorded against all of the property within the District.

B. Reporting of Significant Events.

The annual report, if required, shall include information as to any of the following:

1. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
2. A summary of any litigation which involves the Public Improvements as of December 31 of the prior year.
3. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
4. A list of all Public Improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year.
5. The assessed valuation of the District for the current year.
6. Current year budget including a description of the Public Improvements to be constructed in such year.
7. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
8. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day

period.

C. Notice to Future Homeowners.

The District shall assure that Developer and any other developers of or builders on the property located within the District will provide written notice, via certified mail, return receipt requested, to all persons prior to the time they enter into a contract to purchase property in the District from the Developer or any other developer or builder, which notice discloses the Maximum District Mill Levy, as well as a description of the District's authority to impose and collect fees. The form of notice shall be filed with the Town Clerk prior to the issuance of debt by the District. All promotional, marketing, and sales information shall prominently display the notice, equal in size and font to all other pertinent information as to debt, taxes, rates, fees, and exactions, and this information shall further be recorded in the real estate records of the county with the order of the court creating the District.

VIII. CONTACTS

The following is a list of all persons or organizations responsible for the production of this Service Plan:

Attorney:	Spencer Fane LLP Matthew R. Dalton, Esq. 1700 Lincoln Street, Suite 2000 Denver, CO 80203 303-839-3800 mdalton@spencerfane.com
Financial:	D.A. Davidson & Co. Sam Sharp 1600 Broadway, Suite 1100 Denver, CO 80202 303-571-6100 ssharp@dadco.com
Developer:	The CalAtlantic Group, Inc. Kent Pedersen 6161 S Syracuse Way, Suite 200 Greenwood Village, CO 80111 303-486-5000 Kent.Pedersen@CalAtl.com

IX. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. The Service Plan and all infrastructure and operations contemplated herein are in full compliance with the Town Master Plan.
6. The creation of the District will be in the best interests of the area proposed to be served.

Exhibit A
Legal Description of District Boundary

LEGAL DESCRIPTION

TRACT 1:

A TRACT OF LAND IN SOUTH 1/2 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 LOCATED IN THE NEVADA DITCH, 6 FEET WEST FROM CENTER OF NORTHEAST 1/4 OF SAID SECTION 30, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER OF SAID DITCH 1440 FEET, MORE OR LESS, TO CORNER NUMBER 2, THE POINT OF INTERSECTION OF CENTERLINE OF SAID DITCH WITH SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 30, SAID CORNER NUMBER 2 BEING 468 FEET, MORE OR LESS, WEST FROM SOUTHWEST CORNER OF SOUTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, THENCE EAST ALONG SOUTH LINE 1156.6 FEET MORE OR LESS TO CORNER NUMBER 3, THENCE NORTH 1320 FEET TO CORNER NUMBER 4, THENCE WEST 676.5 FEET, MORE OR LESS, TO CORNER NUMBER 1, THE PLACE OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 2:

NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN LYING EAST OF THE NEVADA DITCH,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 3:

A TRACT OF LAND IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, A PIN WITH CAP LS 9872,

THENCE SOUTH 00 DEGREES 49 MINUTES 17 SECONDS WEST 975.96 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4 TO THE TRUE POINT OF BEGINNING,

THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) THENCE SOUTH 83 DEGREES 44 MINUTES 02 SECONDS EAST, 27.77 FEET,
- 2) THENCE SOUTH 78 DEGREES 50 MINUTES 11 SECONDS EAST, 76.98 FEET,
- 3) THENCE SOUTH 83 DEGREES 20 MINUTES 28 SECONDS EAST, 15.55 FEET,
- 4) THENCE SOUTH 84 DEGREES 48 MINUTES 12 SECONDS EAST, 7.57 FEET,
- 5) THENCE NORTH 86 DEGREES 09 MINUTES 37 SECONDS EAST, 7.72 FEET,
- 6) THENCE NORTH 79 DEGREES 57 MINUTES 55 SECONDS EAST, 23.11 FEET,
- 7) THENCE NORTH 57 DEGREES 36 MINUTES 54 SECONDS EAST, 17.48 FEET,
- 8) THENCE NORTH 61 DEGREES 58 MINUTES 24 SECONDS EAST, 6.84 FEET,
- 9) THENCE NORTH 41 DEGREES 02 MINUTES 15 SECONDS EAST, 6.33 FEET,
- 10) THENCE NORTH 35 DEGREES 52 MINUTES 22 SECONDS EAST, 7.67 FEET,
- 11) THENCE NORTH 27 DEGREES 32 MINUTES 55 SECONDS EAST, 7.67 FEET,
- 12) THENCE NORTH 19 DEGREES 51 MINUTES 32 SECONDS EAST, 7.74 FEET,
- 13) THENCE NORTH 15 DEGREES 08 MINUTES 46 SECONDS EAST, 7.72 FEET,
- 14) THENCE NORTH 05 DEGREES 54 MINUTES 46 SECONDS EAST, 6.66 FEET,
- 15) THENCE NORTH 01 DEGREES 16 MINUTES 12 SECONDS WEST, 6.96 FEET,
- 16) THENCE NORTH 04 DEGREES 23 MINUTES 46 SECONDS EAST, 6.73 FEET,
- 17) THENCE NORTH 16 DEGREES 55 MINUTES 18 SECONDS WEST, 8.77 FEET,
- 18) THENCE NORTH 43 DEGREES 25 MINUTES 18 SECONDS EAST, 172.41 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE NEVADA DITCH,

THENCE ALONG THE CENTERLINE OF THE NEVADA DITCH THE FOLLOWING EIGHT (8) COURSES:

- 1) THENCE SOUTH 37 DEGREES 58 MINUTES 45 SECONDS EAST, 79.24 FEET
- 2) THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, 88.46 FEET
- 3) THENCE SOUTH 15 DEGREES 04 MINUTES 07 SECONDS EAST, 26.93 FEET
- 4) THENCE SOUTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 38.95 FEET
- 5) THENCE SOUTH 53 DEGREES 40 MINUTES 23 SECONDS WEST, 126.61 FEET
- 6) THENCE SOUTH 53 DEGREES 02 MINUTES 34 SECONDS WEST, 262.80 FEET
- 7) THENCE SOUTH 73 DEGREES 18 MINUTES 03 SECONDS WEST, 41.76 FEET
- 8) THENCE SOUTH 55 DEGREES 21 MINUTES 10 SECONDS WEST, 79.16 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4,

THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST, 289.36 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING AND AREA OF 104.283 ACRES, (4,542,589 SQUARE FEET), MORE OR LESS.

 <p>1529 MARKET STREET SUITE 200 DENVER, CO 80202 (720) 473-3131</p>	<p>WILD PLUM EXHIBIT A LEGAL DESCRIPTION OF DISTRICT BOUNDARY</p>	DATE: 11/28/2016
		SCALE: 1" = 500'
		BY: JJC

Exhibit B
Map of District Boundary

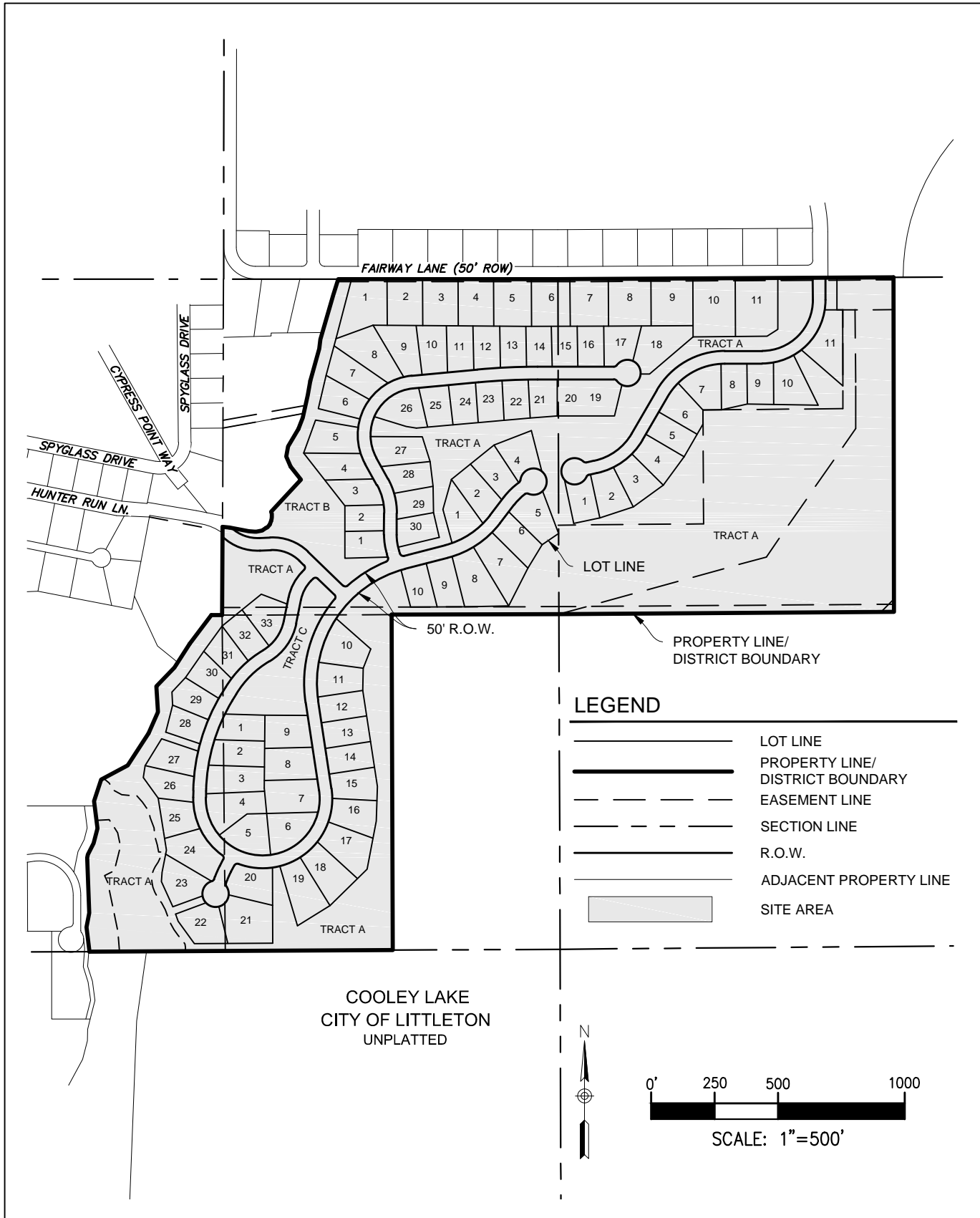
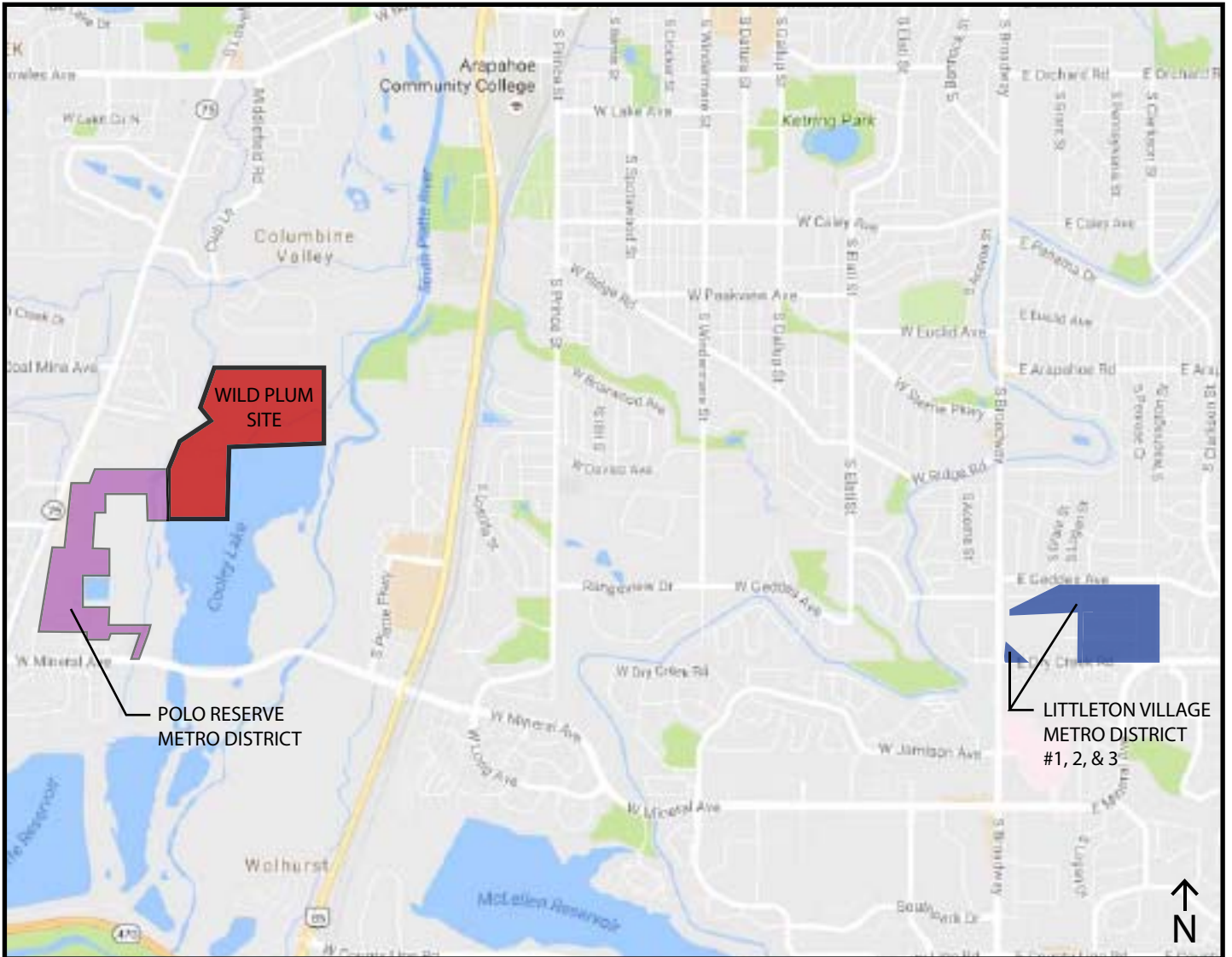


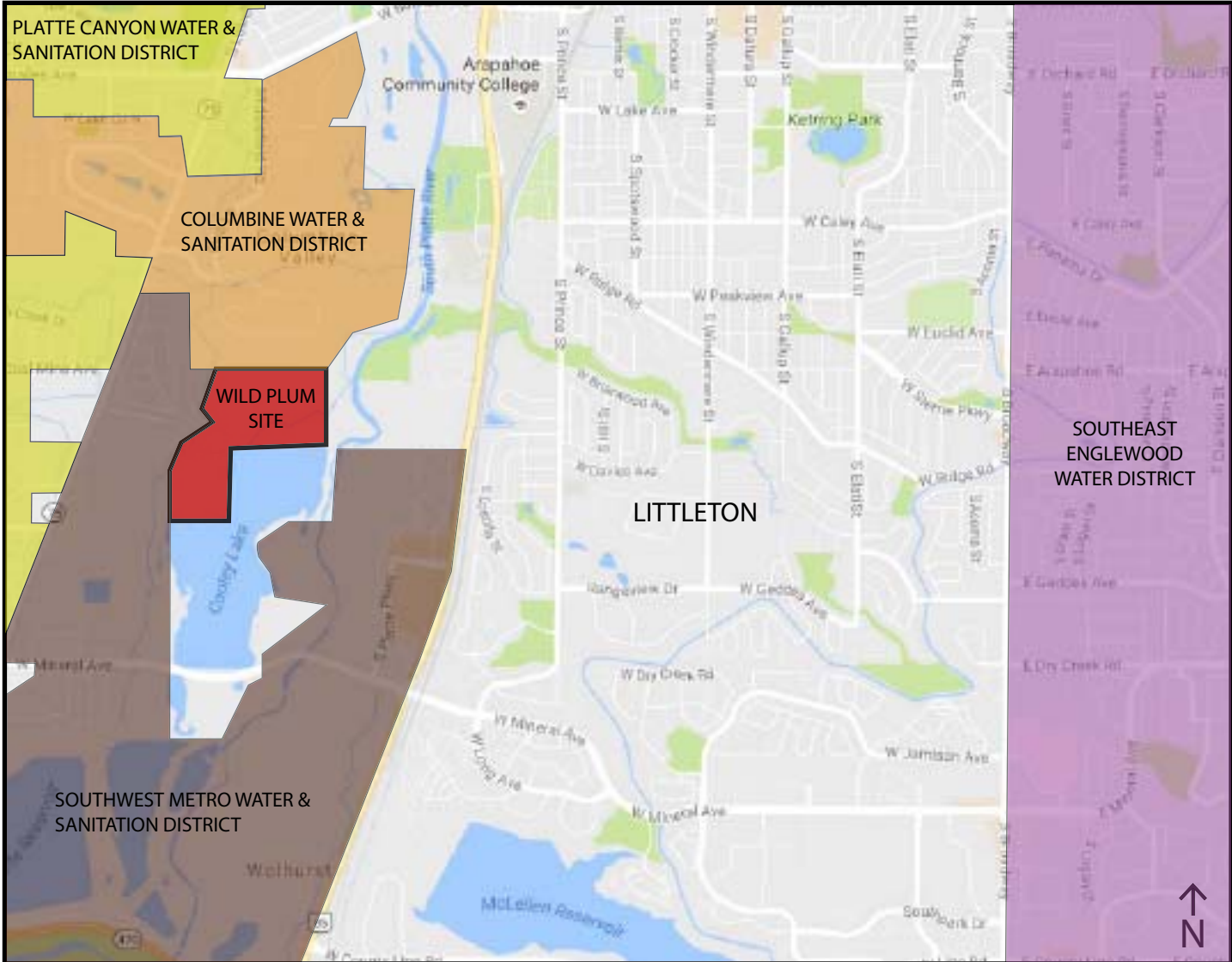
Exhibit C
Vicinity Map and Map of Surrounding Districts and Municipalities

Wild Plum
Metropolitan District Surrounding Metro
Districts for Arapahoe County



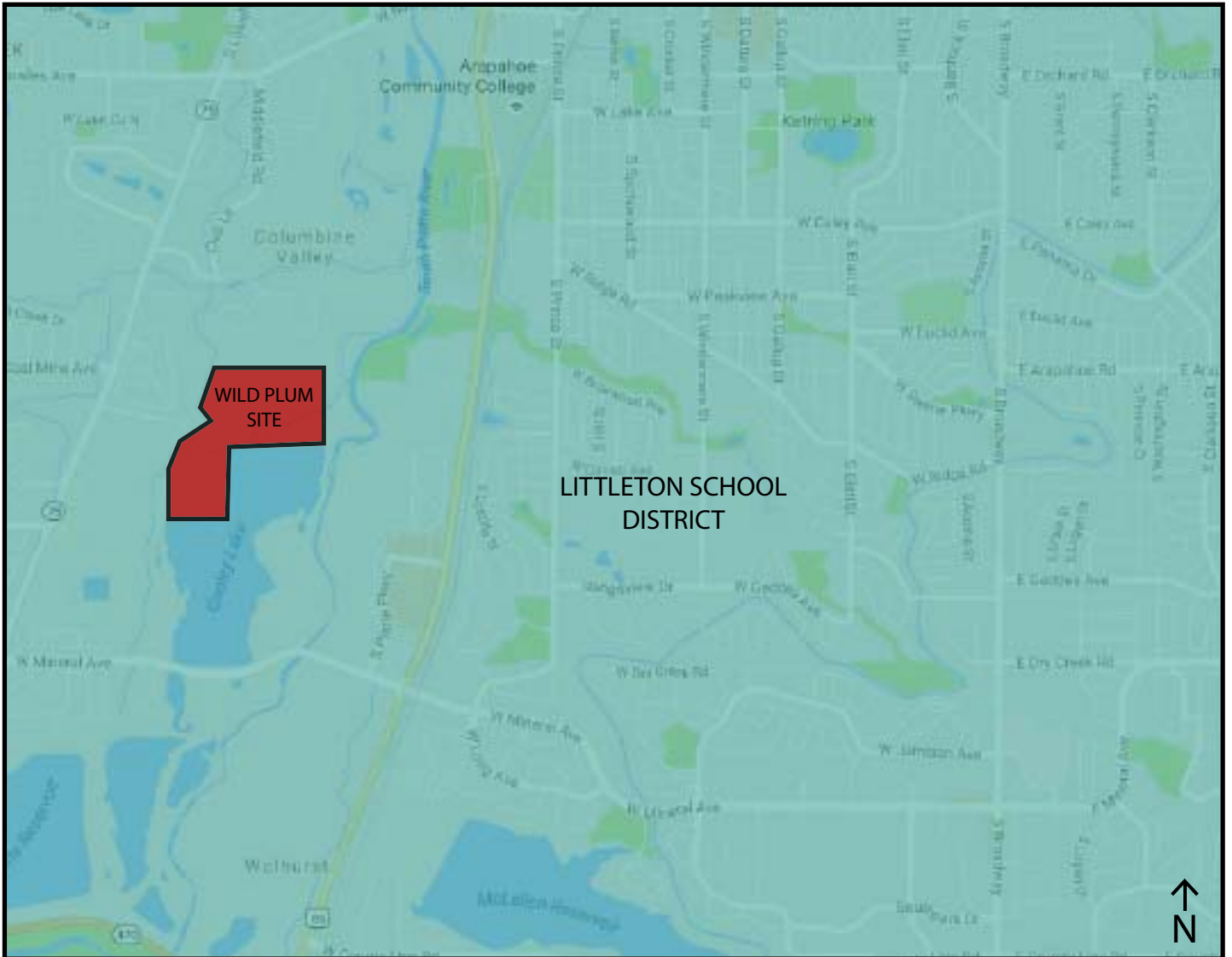
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding Water &
Sanitation Districts for Arapahoe County



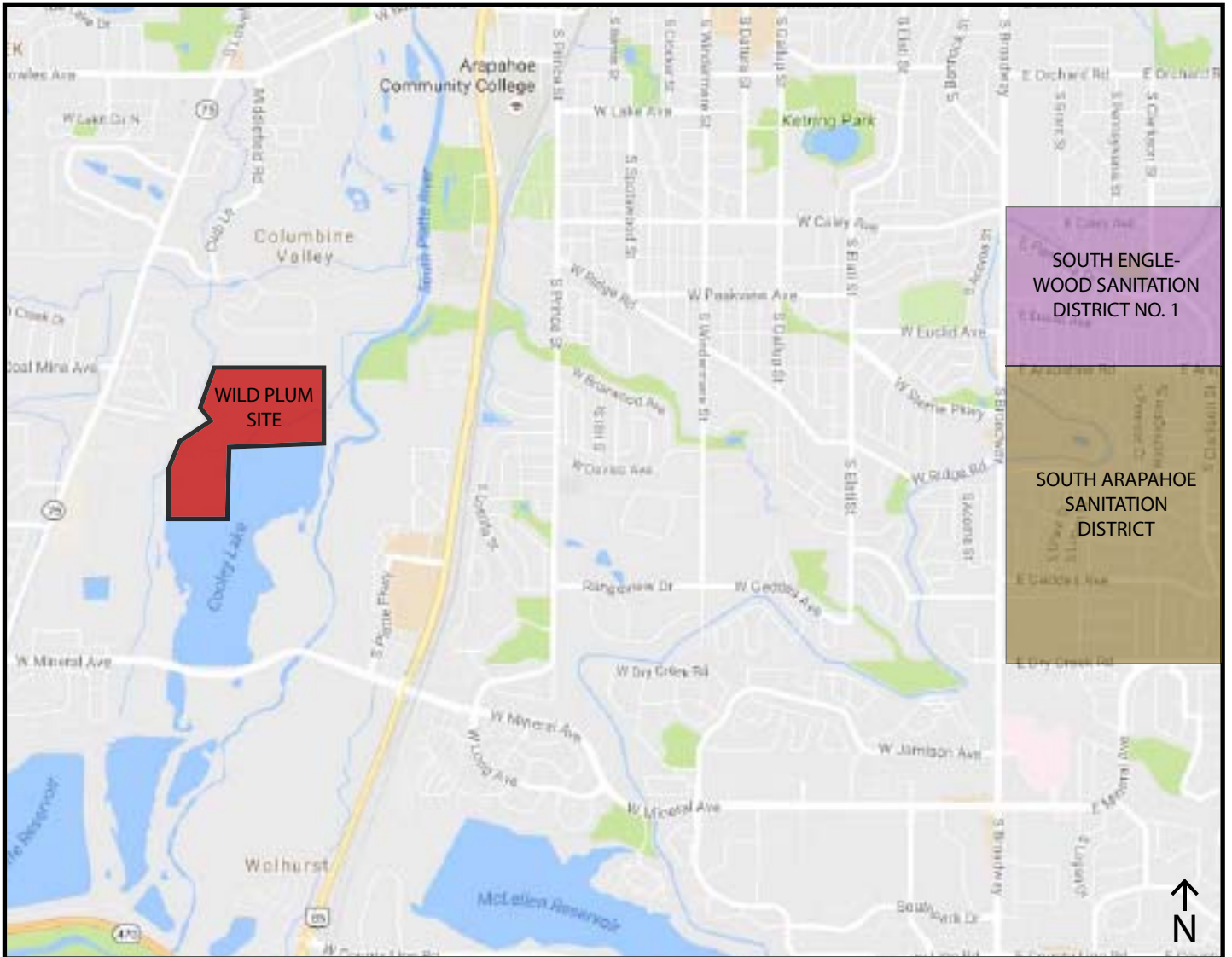
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding School
Districts for Arapahoe County



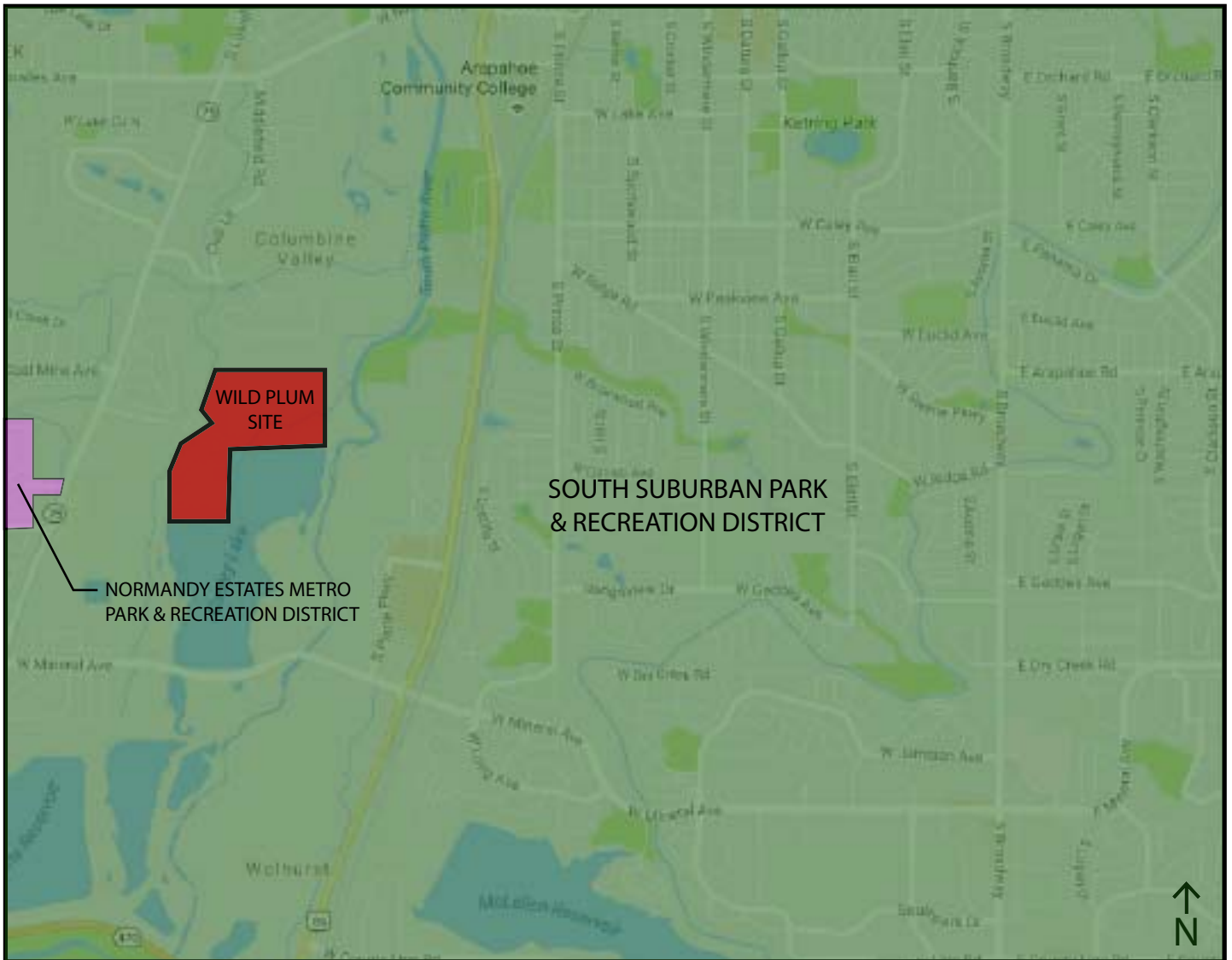
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding
Sanitation Only Districts for Arapahoe County



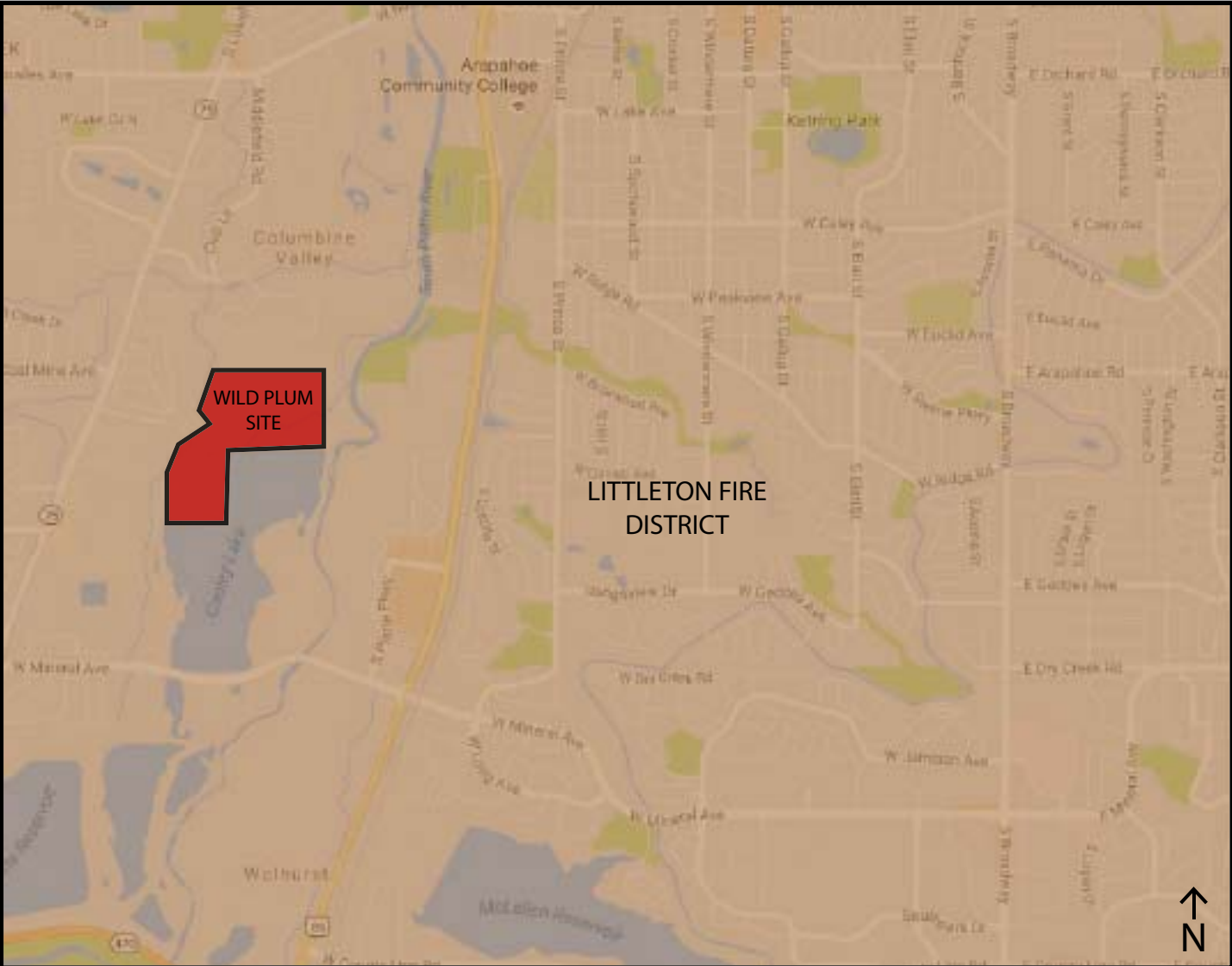
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding Park & Rec.
Districts for Arapahoe County



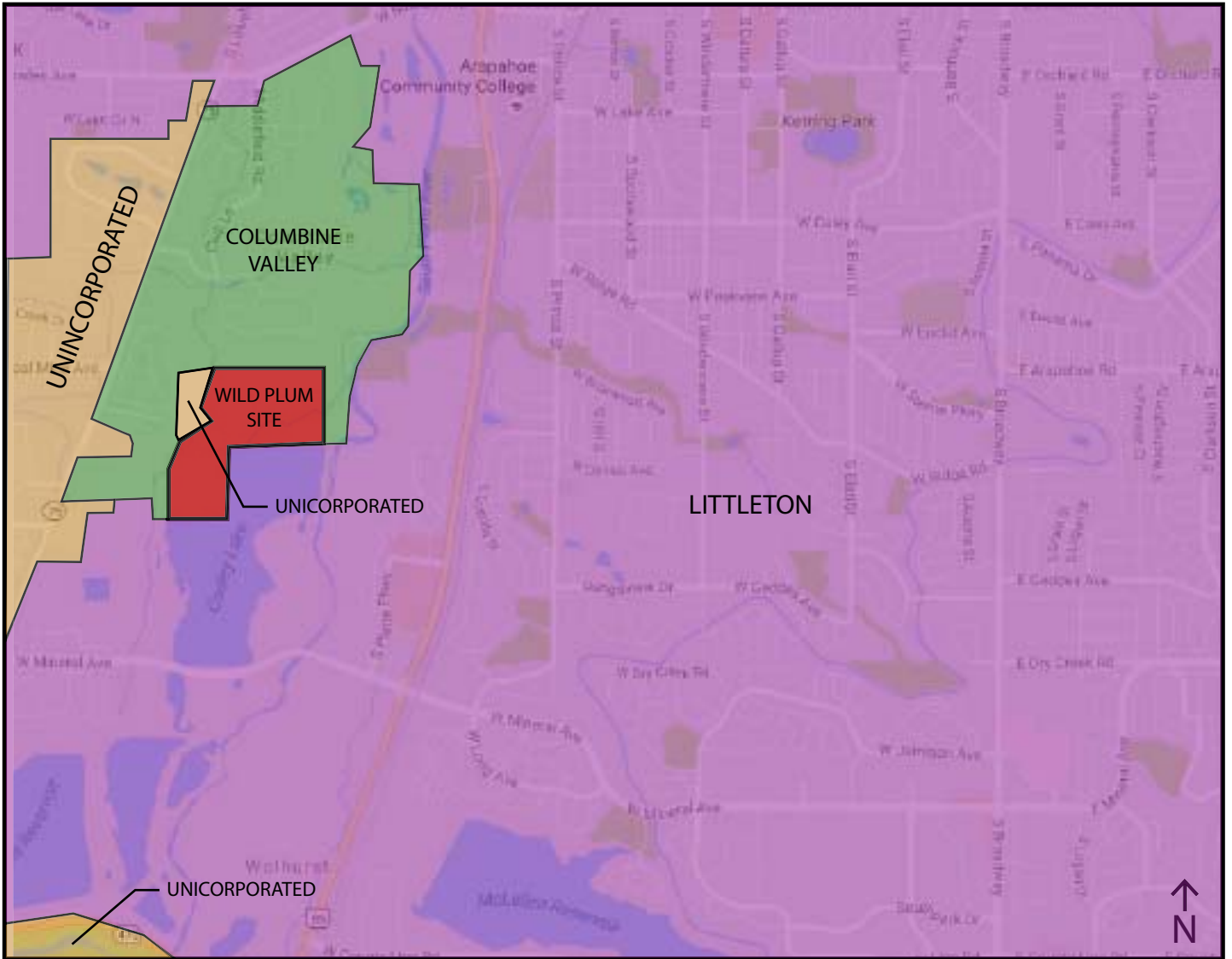
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding Fire Districts
for Arapahoe County



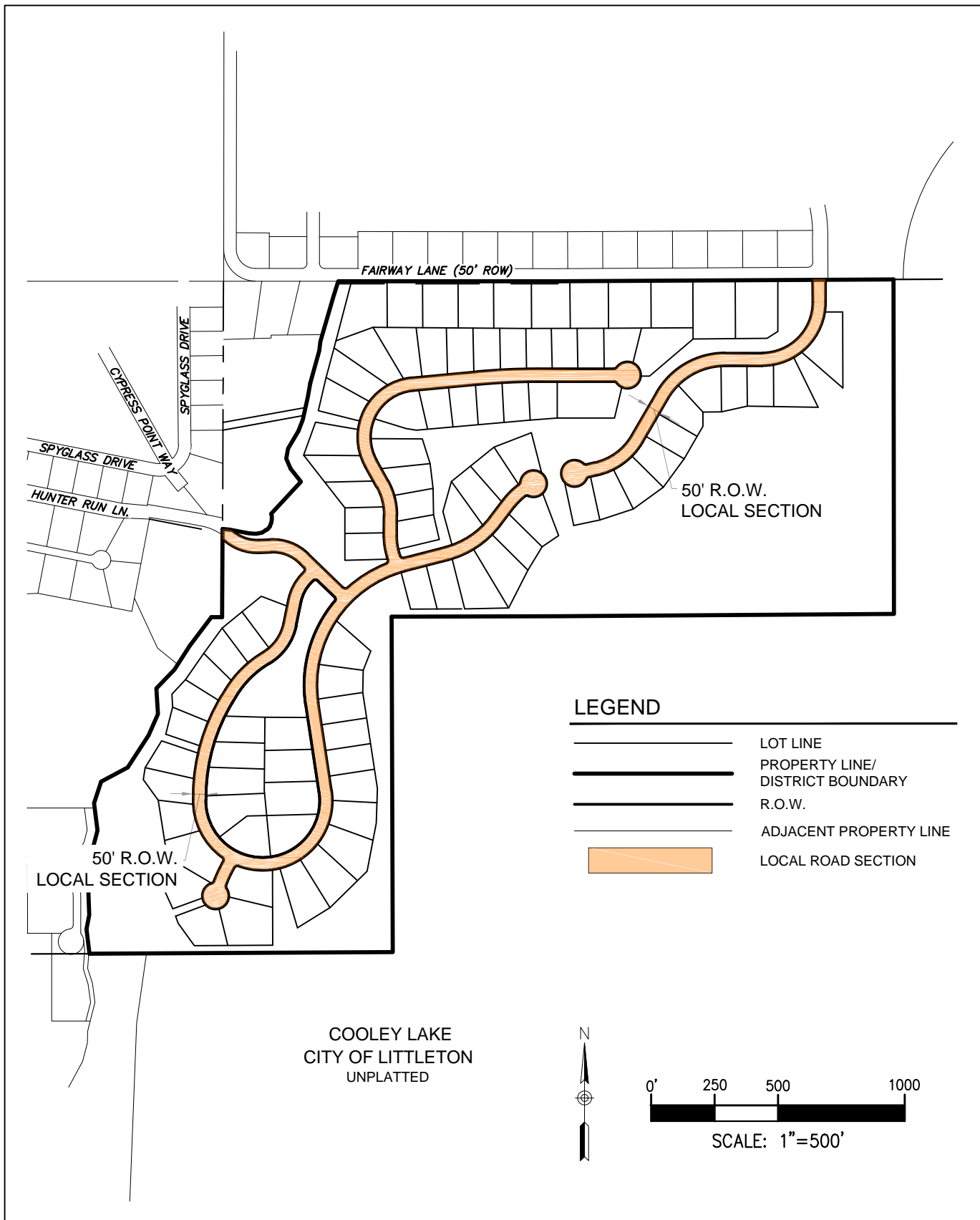
NOT TO SCALE

Wild Plum
Metropolitan District Surrounding Municipalities
for Arapahoe County



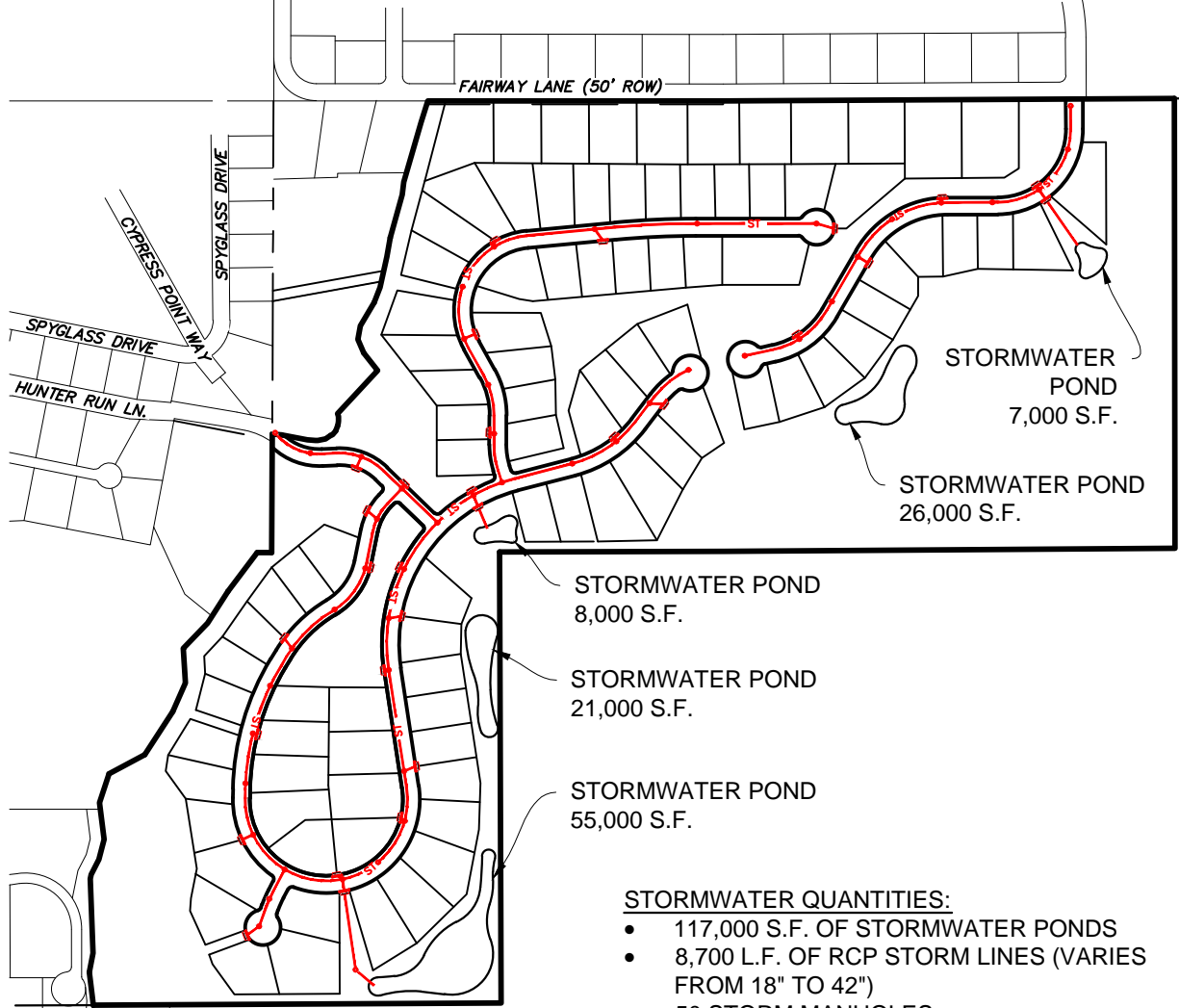
NOT TO SCALE

Exhibit D
Conceptual Public Improvements Schematic



LEGEND

- LOT LINE
- PROPERTY LINE/
DISTRICT BOUNDARY
- R.O.W.
- ADJACENT PROPERTY LINE
- ST — STORM LINE



STORMWATER POND
7,000 S.F.

STORMWATER POND
26,000 S.F.

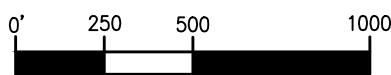
STORMWATER POND
8,000 S.F.

STORMWATER POND
21,000 S.F.

STORMWATER POND
55,000 S.F.

- STORMWATER QUANTITIES:**
- 117,000 S.F. OF STORMWATER PONDS
 - 8,700 L.F. OF RCP STORM LINES (VARIES FROM 18" TO 42")
 - 50 STORM MANHOLES
 - 30 INLETS

COOLEY LAKE
CITY OF LITTLETON
UNPLATTED



SCALE: 1"=500'








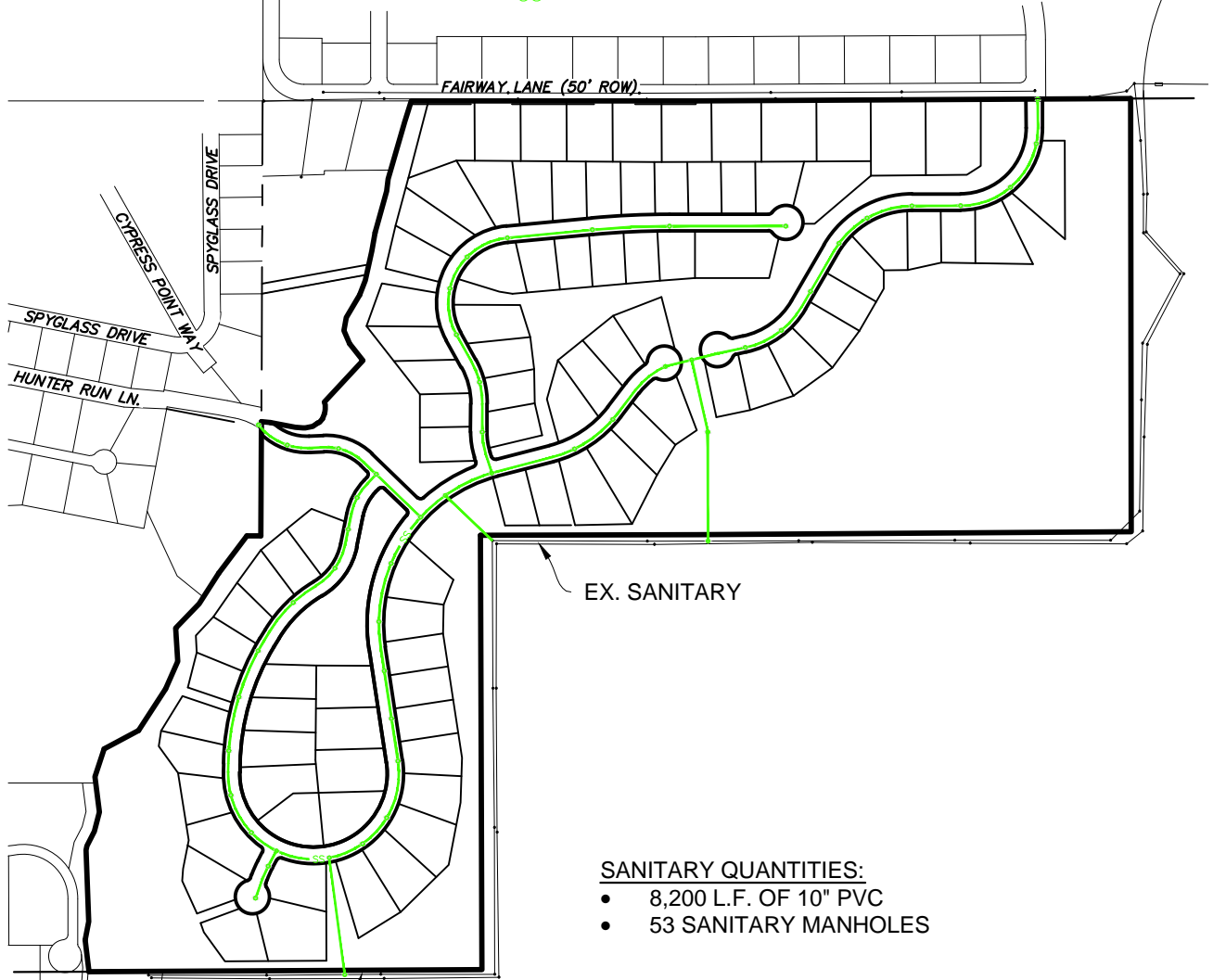
1529 MARKET STREET
SUITE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT D
STORM LAYOUT

DATE:	11/28/2016
SCALE:	1" = 500'
BY:	JJC

LEGEND

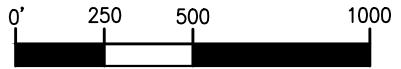
-  LOT LINE
-  PROPERTY LINE/
DISTRICT BOUNDARY
-  R.O.W.
-  ADJACENT PROPERTY LINE
-  SANITARY LINE



- SANITARY QUANTITIES:**
- 8,200 L.F. OF 10" PVC
 - 53 SANITARY MANHOLES

EX. SANITARY

COOLEY LAKE
CITY OF LITTLETON
UNPLATTED



SCALE: 1"=500'








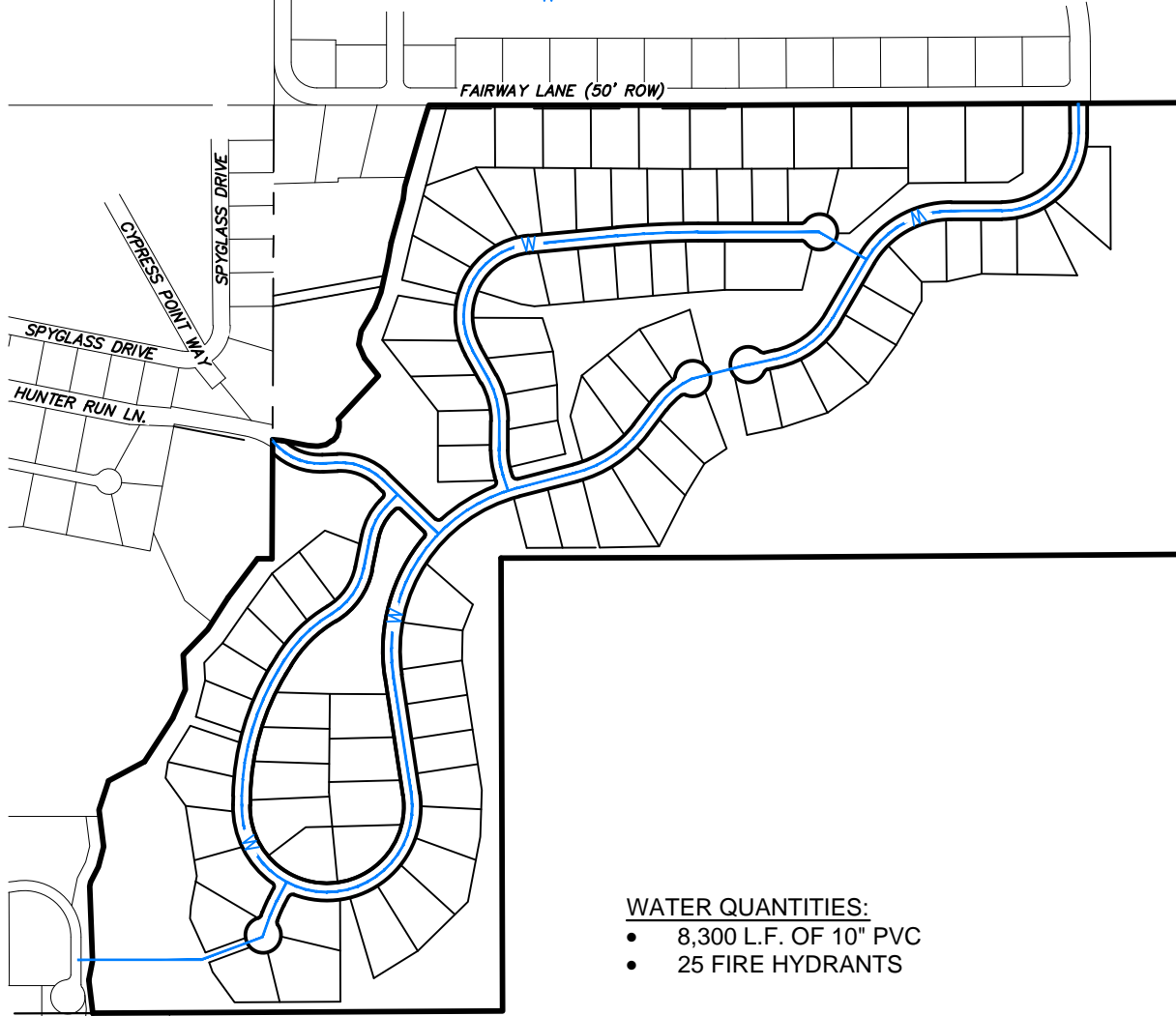
1529 MARKET STREET
SUITE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT D
SANITARY LAYOUT

DATE:	11/28/2016
SCALE:	1" = 500'
BY:	JJC

LEGEND

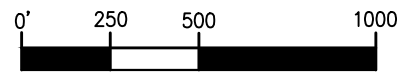
-  LOT LINE
-  PROPERTY LINE/
DISTRICT BOUNDARY
-  R.O.W.
-  ADJACENT PROPERTY LINE
-  WATER LINE



WATER QUANTITIES:

- 8,300 L.F. OF 10" PVC
- 25 FIRE HYDRANTS

COOLEY LAKE
CITY OF LITTLETON
UNPLATTED



SCALE: 1"=500'



1529 MARKET STREET
SUITE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT D
WATER LAYOUT

DATE: 11/28/2016

SCALE: 1" = 500'

BY: JJC

WILD PLUM - CONCEPTUAL LANDSCAPE SCHEMATIC



MARY
CARTER
GREENWAY
TRAIL

0 60 120 240
(IN FEET)
1 inch = 120 feet



Exhibit E
Preliminary Engineering Survey

Wild Plum Metro Dist - 95 Lots

95 LOTS
105.0 ACRES OF PROPERTY

Cost Code	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	SUBTOTALS	COMMENTS
13970	CONSTRUCTION STAKING	1	LOT	95,000.00	95,000	95,000	
15010	SOILS ENG. SOILS AND MATERIAL TESTING	1	LOT	95,000.00	95,000	95,000	
20010	OVERLOT GRADING						
	Mobilization	1	LS	5,000.00	5,000		
	Misc - tree removal	1	LS	15,000.00	15,000		
	Street Subgrade Prep. (Typ. = 54' by 3' @ \$2.25/CY)	8,500	LF	9.00	76,500		
	Street Overexcavation (Typ. = 54' by 3' @ \$1.25/CY)	8,500	LF	7.00	59,500		
	EXISTING BUILDINGS AND MISC. DEMO & CLEANUP	1	LS	50,000.00	50,000		
20010	SUBTOTAL - OVERLOT GRADING					206,000	
20220	EROSION CONTROL						
	Silt Fence/Seed/VTC etc	1	LS	23,750.00	23,750		
20220	SUBTOTAL - EROSION CONTROL					23,750	
22020	DEVELOPMENT MANAGEMENT	1	LS	23,750.00	23,750	23,750	
23140	SANITARY SEWER IMPROVEMENTS						
	Pipe 8" PVC w/ Bedding	7,496	LF	54.00	404,784		
	EXTRA TO CUT IN SERVICES	11	EA	5,000.00	55,000		
	TIE INS	3	EA	2,000.00	6,000		
	Misc/Offsite/Connections	1	LS	50,000.00	50,000		
23140	SUBTOTAL - SANITARY SEWER IMPROVEMENTS					515,784	
23750	WATER IMPROVEMENTS						
	TIE INS / CONNECTION	3	EA	1,500.00	4,500		
	EXTRA TO CUT IN SERVICES	11	EA	2,500.00	27,500		
	MISC Imps added (plans not final yet)	1	LS	5,000.00	5,000		
	8" WATER (includes pipe, valves and hydrants)	8,260	LF	59.00	487,340		
	Misc/Offsite/Connections	1	LS	50,000.00	50,000		
23750	SUBTOTAL - WATER IMPROVEMENTS					574,340	
24600	STORM DRAINAGE IMPROVEMENTS						
	Pipe 18" RCP CL-III	1,073	LF	51.00	54,723		
	Pipe 24" RCP CL-III	1,590	LF	65.00	103,350		
	Pipe 30" RCP CL-III	543	LF	105.00	57,015		
	24" FES	5	EA	1,800.00	9,000		
	36" FES	5	EA	2,300.00	11,500		
	5' Type R Inlet	4	EA	4,000.00	16,000		
	10' Type R Inlet	5	EA	6,200.00	31,000		
	Riprap	300	SY	58.00	17,400		
	Underdrain	8,260	LF	15.00	123,900		
	5' MANHOLE	11	EA	3,100.00	34,100		
	Offsite	1	LS	500,000.00	500,000		
	Channel Imps/Pond Improvements/Misc	1	LS	100,000.00	100,000		
24600	SUBTOTAL - STORM DRAINAGE IMPROVEMENTS					1,057,988	
28010	CONCRETE IMPROVEMENTS						
	3' V-Pan	17,000	LF	14.00	238,000		
	Crusher fine trails	42,500	SF	1.75	74,375		
	TRAIL	47,100	SF	3.50	164,850		
	20' Return w/ Ramp & Apron	16	EA	2,400.00	38,400		
	8' Concrete Crossspan	5	EA	3,600.00	18,000		
	Offsite	1	LS	950,000.00	950,000		
28010	SUBTOTAL - CONCRETE IMPROVEMENTS					1,483,625	
28130	ASPHALT IMPROVEMENTS						
	Asphalt & Base Course (Assume 7" full depth & 27' width)	34,000	SY	24.00	816,000		
	Subgrade Prep (Assume 12" thickness)	34,000	SY	3.00	102,000		
	Adjust Valves	24	EA	275.00	6,600		
	Adjust Manholes	24	EA	450.00	10,800		
	Mob	3	EA	2,000.00	6,000		
	Offsite	1	LS	1,400,000.00	1,400,000		
28130	SUBTOTAL - ASPHALT IMPROVEMENTS					2,341,400	
28570	STREET SIGNS	1	LS	5,000.00	5,000	5,000	
28650	Traffic Control & Traffic Signal & Signing/Stripe	1	LS	250,000.00	250,000	250,000	
28680	STREET & CURB REPAIR	95	EA	500.00	47,500	47,500	
32130	ENTRY FEATURES - Entry Monument	6	EA	20,000.00	120,000	120,000	
32490	MAIL BOXES W/PADS	10	EA	2,300.00	23,000	23,000	
32770	LANDSCAPING IMPROVEMENTS						

Wild Plum Metro Dist - 95 Lots

95 LOTS
105.0 ACRES OF PROPERTY

Cost Code	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	SUBTOTALS	COMMENTS
	Irrigation Tap Fee	800,160	SF	1.22	976,195		
	Seeding	1,321,380	SF	0.30	396,414		
	Seeding with Irr	321,000	SF	1.50	481,500		
	Site Amenities	1	LS	225,000.00	225,000		
	Trees	550	EA	450.00	247,500		
	Shrubs	2,750	EA	35.00	96,250		
	LANDSCAPE AND IRRIGATION	479,160	SF	2.50	1,197,900		
32770	SUBTOTAL - LANDSCAPING IMPROVEMENTS					3,620,759	
33770	WALLS & FENCING						
	Perimeter Fence	5,650	LF	20.00	113,000		
	EXISTING FENCE REMOVAL	17,125	LF	5.00	85,625		
33770	SUBTOTAL - WALLS & FENCING					198,625	
33800	RETAINING WALL	5,200	FF	24.00	124,800	124,800	
17010	Municipal Fees & Permits DEVELOPMENT	1	LS	250,000	250,000		
17010	SUBTOTAL - Muni Fees & Permits					250,000	
	PROJECT SUBTOTAL					11,056,321	
92910	CONTINGENCY (10%)					1,105,632	
	PROJECT TOTAL					12,161,953	

Exhibit F
Preliminary Financial Analysis and Independent Analyst Report

WILD PLUM METROPOLITAN DISTRICT



Development Projection at 49.750 (target) District Mills for Debt Service

Series 2022A, G.O. Bonds, Non-Rated, 120x, 30-yr. Maturity; plus Ser. 2022B Cash-Flow Subs.

YEAR	<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >			Total Assessed Value	District D/S Mill Levy [49.750 Target] [49.750 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Reasses'mt @ 2.0%	Cumulative Market Value	As'ed Value* @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)						
2015	0		0		0							\$0
2016	0		0		0				49.750	\$0	\$0	0
2017	0		0	0	0	0	0	\$0	49.750	0	0	0
2018	0	0	0	0	3,155,000	0	0	0	49.750	0	0	0
2019	26		32,824,620	0	4,410,000	0	0	0	49.750	0	0	0
2020	36	656,492	80,280,385	0	1,785,000	914,950	914,950	49.750	44,608	2,677	47,285	
2021	15		99,601,799	2,363,373	1,380,000	1,278,900	3,642,273	49.750	177,579	10,655	188,234	
2022	12	1,992,036	116,830,150	5,780,188	690,000	517,650	6,297,838	49.750	307,051	18,423	325,474	
2023	6		124,600,671	7,171,330	0	400,200	7,571,530	49.750	369,150	22,149	391,299	
2024	0	2,492,013	127,092,684	8,411,771	0	200,100	8,611,871	49.750	419,872	25,192	445,064	
2025	0		127,092,684	8,971,248	0	0	8,971,248	49.750	437,393	26,244	463,637	
2026	0	2,541,854	129,634,538	9,150,673	0	0	9,150,673	49.750	446,141	26,768	472,910	
2027	0		129,634,538	9,150,673	0	0	9,150,673	49.750	446,141	26,768	472,910	
2028	0	2,592,691	132,227,229	9,333,687	0	0	9,333,687	49.750	455,064	27,304	482,368	
2029	0		132,227,229	9,333,687	0	0	9,333,687	49.750	455,064	27,304	482,368	
2030	0	2,644,545	134,871,773	9,520,360	0	0	9,520,360	49.750	464,165	27,850	492,015	
2031	0		134,871,773	9,520,360	0	0	9,520,360	49.750	464,165	27,850	492,015	
2032	0	2,697,435	137,569,209	9,710,768	0	0	9,710,768	49.750	473,448	28,407	501,855	
2033	0		137,569,209	9,710,768	0	0	9,710,768	49.750	473,448	28,407	501,855	
2034	0	2,751,384	140,320,593	9,904,983	0	0	9,904,983	49.750	482,917	28,975	511,892	
2035	0		140,320,593	9,904,983	0	0	9,904,983	49.750	482,917	28,975	511,892	
2036		2,806,412	143,127,005	10,103,083	0	0	10,103,083	49.750	492,576	29,555	522,130	
2037			143,127,005	10,103,083	0	0	10,103,083	49.750	492,576	29,555	522,130	
2038		2,862,540	145,989,545	10,305,144	0	0	10,305,144	49.750	502,427	30,146	532,573	
2039			145,989,545	10,305,144	0	0	10,305,144	49.750	502,427	30,146	532,573	
2040		2,919,791	148,909,336	10,511,247	0	0	10,511,247	49.750	512,476	30,749	543,224	
2041			148,909,336	10,511,247	0	0	10,511,247	49.750	512,476	30,749	543,224	
2042		2,978,187	151,887,523	10,721,472	0	0	10,721,472	49.750	522,725	31,364	554,089	
2043			151,887,523	10,721,472	0	0	10,721,472	49.750	522,725	31,364	554,089	
2044		3,037,750	154,925,273	10,935,902	0	0	10,935,902	49.750	533,180	31,991	565,171	
2045			154,925,273	10,935,902	0	0	10,935,902	49.750	533,180	31,991	565,171	
2046		3,098,505	158,023,779	11,154,620	0	0	11,154,620	49.750	543,843	32,631	576,474	
2047			158,023,779	11,154,620	0	0	11,154,620	49.750	543,843	32,631	576,474	
2048		3,160,476	161,184,254	11,377,712	0	0	11,377,712	49.750	554,720	33,283	588,004	
2049			161,184,254	11,377,712	0	0	11,377,712	49.750	554,720	33,283	588,004	
2050		3,223,685	164,407,939	11,605,266	0	0	11,605,266	49.750	565,815	33,949	599,764	
2051			164,407,939	11,605,266	0	0	11,605,266	49.750	565,815	33,949	599,764	
2052		3,288,159	167,696,098	11,837,372			11,837,372	49.750	577,131	34,628	611,759	
	95	45,743,955							15,431,782	925,907		16,357,689

[*] RAR @ 7.96% thru 2017

WILD PLUM METROPOLITAN DISTRICT

Development Projection at 49.750 (target) District Mills for Debt Service

Series 2022A, G.O. Bonds, Non-Rated, 120x, 30-yr. Maturity; plus Ser. 2022B Cash-Flow Subs.

YEAR	Net Available for Debt Svc	Ser. 2022A \$7,470,000 Par [Net \$6.598 MM] Net Debt Service	Surplus			Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @ 49.750 target	Cov. of Net DS: @ 49.750 Cap
			Annual Surplus	Release @ 50% D/A to \$747,000	Cumulative Surplus \$747,000 Target				
2015	\$0		n/a		\$0				
2016	0		n/a		0	n/a	n/a	0%	0%
2017	0		n/a		0	n/a	n/a	0%	0%
2018	0		n/a		0	n/a	n/a	0%	0%
2019	0		n/a		0	0%	0%	0%	0%
2020	47,285		n/a		0	0%	0%	0%	0%
2021	188,234		n/a		0	0%	0%	0%	0%
2022	325,474	\$0	\$325,474		325,474	99%	6%	0%	0%
2023	391,299	322,803	68,496	\$0	393,970	86%	6%	121%	121%
2024	445,064	366,803	78,261	0	472,231	82%	6%	121%	121%
2025	463,637	384,003	79,634	0	551,864	80%	6%	121%	121%
2026	472,910	390,403	82,506	0	634,371	79%	6%	121%	121%
2027	472,910	391,403	81,506	0	715,877	76%	5%	121%	121%
2028	482,368	397,203	85,165	54,042	747,000	75%	5%	121%	121%
2029	482,368	397,603	84,765	84,765	747,000	72%	5%	121%	121%
2030	492,015	407,803	84,212	84,212	747,000	70%	5%	121%	121%
2031	492,015	407,403	84,612	84,612	747,000	68%	5%	121%	121%
2032	501,855	416,803	85,052	85,052	747,000	66%	5%	120%	120%
2033	501,855	415,603	86,252	86,252	747,000	63%	4%	121%	121%
2034	511,892	424,203	87,689	87,689	747,000	61%	4%	121%	121%
2035	511,892	422,203	89,689	89,689	747,000	58%	4%	121%	121%
2036	522,130	435,003	87,127	87,127	747,000	56%	4%	120%	120%
2037	522,130	432,003	90,127	90,127	747,000	53%	4%	121%	121%
2038	532,573	443,803	88,770	88,770	747,000	51%	4%	120%	120%
2039	532,573	439,803	92,770	92,770	747,000	48%	3%	121%	121%
2040	543,224	450,603	92,621	92,621	747,000	46%	3%	121%	121%
2041	543,224	450,603	92,621	92,621	747,000	42%	3%	121%	121%
2042	554,089	460,203	93,886	93,886	747,000	40%	3%	120%	120%
2043	554,089	459,003	95,086	95,086	747,000	36%	3%	121%	121%
2044	565,171	467,403	97,767	97,767	747,000	33%	2%	121%	121%
2045	565,171	470,003	95,167	95,167	747,000	30%	2%	120%	120%
2046	576,474	477,003	99,471	99,471	747,000	27%	2%	121%	121%
2047	576,474	478,203	98,271	98,271	747,000	23%	2%	121%	121%
2048	588,004	488,803	99,200	99,200	747,000	20%	1%	120%	120%
2049	588,004	488,403	99,600	99,600	747,000	16%	1%	120%	120%
2050	599,764	497,403	102,360	102,360	747,000	12%	1%	121%	121%
2051	599,764	495,403	104,360	104,360	747,000	8%	1%	121%	121%
2052	611,759	509,403	102,356	849,356	0	0%	0%	120%	120%
	16,357,689	13,087,296	3,034,875	3,034,875					

[FJul2417 22nrbfF]

WILD PLUM METROPOLITAN DISTRICT



Development Projection at 49.750 (target) District Mills for Debt Service

Series 2022A, G.O. Bonds, Non-Rated, 120x, 30-yr. Maturity; plus Ser. 2022B Cash-Flow Subs.

Series 2022B Cash-Flow Subs. >>>

YEAR	Surplus Available for Sub Debt Service	Application of Prior Yr. Surplus	Total Available for Sub Debt Service	Date Bonds Issued	Sub Bond Interest on Balance 7.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2015																
2016																
2017																
2018	\$0															
2019	0															
2020	0															
2021	0															
2022	0		\$0	12/1/22		\$0	\$0	\$0	\$0	\$821,000	\$0	\$821,000	\$0	\$0	\$0	\$0
2023	0	\$0	0		\$59,705	0	59,705	0	59,705	0	0	821,000	0	0	0	0
2024	0	0	0		57,470	0	61,649	0	121,354	0	0	821,000	0	0	0	0
2025	0	0	0		57,470	0	65,965	0	187,319	0	0	821,000	0	0	0	0
2026	0	0	0		57,470	0	70,582	0	257,901	0	0	821,000	0	0	0	0
2027	0	0	0		57,470	0	75,523	0	333,425	0	0	821,000	0	0	0	0
2028	54,042	0	54,042		57,470	54,042	26,768	0	360,193	0	0	821,000	54,042	0	0	0
2029	84,765	0	84,765		57,470	57,470	25,213	27,295	358,112	0	0	821,000	84,765	0	0	0
2030	84,212	0	84,212		57,470	57,470	25,068	26,742	356,438	0	0	821,000	84,212	0	0	0
2031	84,612	0	84,612		57,470	57,470	24,951	27,142	354,246	0	0	821,000	84,612	0	0	0
2032	85,052	0	85,052		57,470	57,470	24,797	27,582	351,461	0	0	821,000	85,052	0	0	0
2033	86,252	0	86,252		57,470	57,470	24,602	28,782	347,281	0	0	821,000	86,252	0	0	0
2034	87,689	0	87,689		57,470	57,470	24,310	30,219	341,372	0	0	821,000	87,689	0	0	0
2035	89,689	0	89,689		57,470	57,470	23,896	32,219	333,049	0	0	821,000	89,689	0	0	0
2036	87,127	0	87,127		57,470	57,470	23,313	29,657	326,705	0	0	821,000	87,127	0	0	0
2037	90,127	0	90,127		57,470	57,470	22,869	32,657	316,917	0	0	821,000	90,127	0	0	0
2038	88,770	0	88,770		57,470	57,470	22,184	31,300	307,802	0	0	821,000	88,770	0	0	0
2039	92,770	0	92,770		57,470	57,470	21,546	35,300	294,048	0	0	821,000	92,770	0	0	0
2040	92,621	0	92,621		57,470	57,470	20,583	35,151	279,480	0	0	821,000	92,621	0	0	0
2041	92,621	0	92,621		57,470	57,470	19,564	35,151	263,892	0	0	821,000	92,621	0	0	0
2042	93,886	0	93,886		57,470	57,470	18,472	36,416	245,949	0	0	821,000	93,886	0	0	0
2043	95,086	0	95,086		57,470	57,470	17,216	37,616	225,550	0	0	821,000	95,086	0	0	0
2044	97,767	0	97,767		57,470	57,470	15,788	40,297	201,041	0	0	821,000	97,767	0	0	0
2045	95,167	0	95,167		57,470	57,470	14,073	37,697	177,416	0	0	821,000	95,167	0	0	0
2046	99,471	0	99,471		57,470	57,470	12,419	42,001	147,835	0	0	821,000	99,471	0	0	0
2047	98,271	0	98,271		57,470	57,470	10,348	40,801	117,382	0	0	821,000	98,271	0	0	0
2048	99,200	0	99,200		57,470	57,470	8,217	41,730	83,869	0	0	821,000	99,200	0	0	0
2049	99,600	0	99,600		57,470	57,470	5,871	42,130	47,609	0	0	821,000	99,600	0	0	0
2050	102,360	0	102,360		57,470	57,470	3,333	44,890	6,051	0	0	821,000	102,360	0	0	0
2051	104,360	0	104,360		57,470	57,470	424	6,475	0	0	40,000	781,000	103,945	416	0	416
2052	849,356	0	849,356		54,670	54,670	0	0	0	0	781,000	0	835,670	13,686	14,101	0
	3,034,875		3,034,875		1,723,535	1,430,522	769,252	769,252		821,000	821,000		3,020,773	14,101	14,101	

COI (est.): 24,630
 Proceeds: 796,370

WILD PLUM METROPOLITAN DISTRICT

District and Town Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 6%	Total Available For O&M	Total Mills
2015						
2016	\$0	11.055	\$0	\$0	\$0	60.805
2017	0	11.055	0	0	0	60.805
2018	0	11.055	0	0	0	60.805
2019	0	11.055	0	0	0	60.805
2020	914,950	11.055	9,912	595	10,507	60.805
2021	3,642,273	11.055	39,460	2,368	41,828	60.805
2022	6,297,838	11.055	68,230	4,094	72,324	60.805
2023	7,571,530	11.055	82,029	4,922	86,951	60.805
2024	8,611,871	11.055	93,300	5,598	98,898	60.805
2025	8,971,248	11.055	97,194	5,832	103,025	60.805
2026	9,150,673	11.055	99,137	5,948	105,086	60.805
2027	9,150,673	11.055	99,137	5,948	105,086	60.805
2028	9,333,687	11.055	101,120	6,067	107,187	60.805
2029	9,333,687	11.055	101,120	6,067	107,187	60.805
2030	9,520,360	11.055	103,143	6,189	109,331	60.805
2031	9,520,360	11.055	103,143	6,189	109,331	60.805
2032	9,710,768	11.055	105,205	6,312	111,518	60.805
2033	9,710,768	11.055	105,205	6,312	111,518	60.805
2034	9,904,983	11.055	107,310	6,439	113,748	60.805
2035	9,904,983	11.055	107,310	6,439	113,748	60.805
2036	10,103,083	11.055	109,456	6,567	116,023	60.805
2037	10,103,083	11.055	109,456	6,567	116,023	60.805
2038	10,305,144	11.055	111,645	6,699	118,344	60.805
2039	10,305,144	11.055	111,645	6,699	118,344	60.805
2040	10,511,247	11.055	113,878	6,833	120,710	60.805
2041	10,511,247	11.055	113,878	6,833	120,710	60.805
2042	10,721,472	11.055	116,155	6,969	123,125	60.805
2043	10,721,472	11.055	116,155	6,969	123,125	60.805
2044	10,935,902	11.055	118,478	7,109	125,587	60.805
2045	10,935,902	11.055	118,478	7,109	125,587	60.805
2046	11,154,620	11.055	120,848	7,251	128,099	60.805
2047	11,154,620	11.055	120,848	7,251	128,099	60.805
2048	11,377,712	11.055	123,265	7,396	130,661	60.805
2049	11,377,712	11.055	123,265	7,396	130,661	60.805
2050	11,605,266	11.055	125,730	7,544	133,274	60.805
2051	11,605,266	11.055	125,730	7,544	133,274	60.805
2052	11,837,372	11.055	128,245	7,695	135,940	60.805
			3,429,113	205,747	3,634,859	

WILD PLUM METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 5/24/17)

Residential Development										
YEAR	<u>SFDs - Product A</u>					<u>SFDs - Product B</u>				
	Incr/(Decr) in		# Units	Price	Market	Incr/(Decr) in		# Units	Price	Market
	# Lots	Value @				# Lots	Value @			
	Devel'd	10%	Completed	Inflated @	Value	Devel'd	10%	Completed	Inflated @	Value
		51 target	2%				33 target	2%		
2015	0	0		\$1,150,000	0	0	0	\$1,000,000	0	0
2016	0	0		1,150,000	0	0	0	1,000,000	0	0
2017	0	0		1,150,000	0	0	0	1,000,000	0	0
2018	9	1,035,000		1,173,000	0	13	1,300,000	1,020,000	0	0
2019	12	345,000	9	1,196,460	10,768,140	18	500,000	13 1,040,400	13,525,200	
2020	12	0	12	1,220,389	14,644,670	2	(1,600,000)	18 1,061,208	19,101,744	
2021	12	0	12	1,244,797	14,937,564	0	(200,000)	2 1,082,432	2,164,864	
2022	6	(690,000)	12	1,269,693	15,236,315	0	0	0 1,104,081	0	0
2023	0	(690,000)	6	1,295,087	7,770,521	0	0	0 1,126,162	0	0
2024	0	0	0	1,320,989	0	0	0	0 1,148,686	0	0
2025	0	0	0	1,347,408	0	0	0	0 1,171,659	0	0
2026	0	0	0	1,374,356	0	0	0	0 1,195,093	0	0
2027	0	0	0	1,401,844	0	0	0	0 1,218,994	0	0
2028	0	0	0	1,429,880	0	0	0	0 1,243,374	0	0
2029	0	0	0	1,458,478	0	0	0	0 1,268,242	0	0
2030	0	0	0	1,487,648	0	0	0	0 1,293,607	0	0
2031	0	0	0	1,517,401	0	0	0	0 1,319,479	0	0
2032	0	0	0	1,547,749	0	0	0	0 1,345,868	0	0
2033	0	0	0	1,578,704	0	0	0	0 1,372,786	0	0
2034	0	0	0	1,610,278	0	0	0	0 1,400,241	0	0
2035		0	0	1,642,483	0		0	0 1,428,246	0	0
	51	(0)	51		63,357,210	33	0	33		34,791,808

WILD PLUM METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 5/24/17)

Residential Summary

YEAR	<u>SFDs - Custom Lots</u>					Total Residential Market Value	Total Res'l Units	Value of Platted & Developed Lots	
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 11 target	Price Inflated @ 2%	Market Value			Adjustment ¹	Adjusted Value
2015	0	0		\$2,050,000	0	\$0	0	0	0
2016	0	0		2,050,000	0	0	0	0	0
2017	0	0		2,050,000	0	0	0	0	0
2018	4	820,000		2,091,000	0	0	0	0	3,155,000
2019	6	410,000	4	2,132,820	8,531,280	32,824,620	26	0	1,255,000
2020	1	(1,025,000)	6	2,175,476	13,052,858	46,799,273	36	0	(2,625,000)
2021	0	(205,000)	1	2,218,986	2,218,986	19,321,414	15	0	(405,000)
2022	0	0	0	2,263,366	0	15,236,315	12	0	(690,000)
2023	0	0	0	2,308,633	0	7,770,521	6	0	(690,000)
2024	0	0	0	2,354,806	0	0	0	0	0
2025	0	0	0	2,401,902	0	0	0	0	0
2026	0	0	0	2,449,940	0	0	0	0	0
2027	0	0	0	2,498,939	0	0	0	0	0
2028	0	0	0	2,548,917	0	0	0	0	0
2029	0	0	0	2,599,896	0	0	0	0	0
2030	0	0	0	2,651,894	0	0	0	0	0
2031	0	0	0	2,704,931	0	0	0	0	0
2032	0	0	0	2,759,030	0	0	0	0	0
2033	0	0	0	2,814,211	0	0	0	0	0
2034	0	0	0	2,870,495	0	0	0	0	0
2035	0	0	0	2,927,905	0	0	0	0	0
	11	0	11		23,803,124	121,952,143	95	0	(0)

[1] Adj. to actual/prelim AV; Incl Ag.

SOURCES AND USES OF FUNDS

**WILD PLUM METROPOLITAN DISTRICT
Combined Results**

~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2022A  
SUBORDINATE BONDS, SERIES 2022B**

~~~  
[Preliminary -- for discussion only]

Dated Date 12/01/2022
Delivery Date 12/01/2022

| Sources: | SERIES 2022A | SERIES 2022B | Total |
|---------------------------|---------------------|---------------------|--------------|
| Bond Proceeds: | | | |
| Par Amount | 7,470,000.00 | 821,000.00 | 8,291,000.00 |
| | 7,470,000.00 | 821,000.00 | 8,291,000.00 |
| <hr/> | | | |
| Uses: | SERIES 2022A | SERIES 2022B | Total |
| Project Fund Deposits: | | | |
| Project Fund | 6,598,100.00 | 796,370.00 | 7,394,470.00 |
| Other Fund Deposits: | | | |
| Debt Service Reserve Fund | 498,400.00 | | 498,400.00 |
| Delivery Date Expenses: | | | |
| Cost of Issuance | 373,500.00 | 24,630.00 | 398,130.00 |
| | 7,470,000.00 | 821,000.00 | 8,291,000.00 |
| <hr/> | | | |

SOURCES AND USES OF FUNDS

**WILD PLUM METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2022A
49.750 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
[Preliminary -- for discussion only]**

Dated Date 12/01/2022
Delivery Date 12/01/2022

Sources:

| | |
|----------------|--------------------------|
| Bond Proceeds: | |
| Par Amount | 7,470,000.00 |
| | <hr/> 7,470,000.00 <hr/> |

Uses:

| | |
|---------------------------|--------------------------|
| Project Fund Deposits: | |
| Project Fund | 6,598,100.00 |
| Other Fund Deposits: | |
| Debt Service Reserve Fund | 498,400.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 373,500.00 |
| | <hr/> 7,470,000.00 <hr/> |

BOND SUMMARY STATISTICS

WILD PLUM METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2022A 49.750 (target) Mills Non-Rated, 120x, 30-yr. Maturity [Preliminary -- for discussion only]

| | |
|-----------------------------------|----------------|
| Dated Date | 12/01/2022 |
| Delivery Date | 12/01/2022 |
| First Coupon | 06/01/2023 |
| Last Maturity | 12/01/2052 |
| Arbitrage Yield | 4.000000% |
| True Interest Cost (TIC) | 4.000000% |
| Net Interest Cost (NIC) | 4.000000% |
| All-In TIC | 4.388896% |
| Average Coupon | 4.000000% |
| Average Life (years) | 20.568 |
| Weighted Average Maturity (years) | 20.568 |
| Duration of Issue (years) | 13.611 |
| Par Amount | 7,470,000.00 |
| Bond Proceeds | 7,470,000.00 |
| Total Interest | 6,145,600.00 |
| Net Interest | 6,145,600.00 |
| Bond Years from Dated Date | 153,640,000.00 |
| Bond Years from Delivery Date | 153,640,000.00 |
| Total Debt Service | 13,615,600.00 |
| Maximum Annual Debt Service | 1,008,800.00 |
| Average Annual Debt Service | 453,853.33 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | |
| Total Underwriter's Discount | 100.000000 |
| Bid Price | 100.000000 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|-----------------|--------------|---------|----------------|--------------|-----------------------|-------------------|
| 30-yr Term Bond | 7,470,000.00 | 100.000 | 4.000% | 20.568 | 06/26/2043 | 12,997.80 |
| | 7,470,000.00 | | | 20.568 | | 12,997.80 |

| | TIC | All-In TIC | Arbitrage Yield |
|----------------------------|--------------|--------------|-----------------|
| Par Value | 7,470,000.00 | 7,470,000.00 | 7,470,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | | | |
| - Cost of Issuance Expense | | -373,500.00 | |
| - Other Amounts | | | |
| Target Value | 7,470,000.00 | 7,096,500.00 | 7,470,000.00 |
| Target Date | 12/01/2022 | 12/01/2022 | 12/01/2022 |
| Yield | 4.000000% | 4.388896% | 4.000000% |

BOND DEBT SERVICE

WILD PLUM METROPOLITAN DISTRICT

GENERAL OBLIGATION BONDS, SERIES 2022A

49.750 (target) Mills

Non-Rated, 120x, 30-yr. Maturity

[Preliminary -- for discussion only]

| Period
Ending | Principal | Coupon | Interest | Debt
Service | Annual
Debt
Service |
|------------------|-----------|--------|-----------|-----------------|---------------------------|
| 06/01/2023 | | | 149,400 | 149,400 | |
| 12/01/2023 | 25,000 | 4.000% | 149,400 | 174,400 | 323,800 |
| 06/01/2024 | | | 148,900 | 148,900 | |
| 12/01/2024 | 70,000 | 4.000% | 148,900 | 218,900 | 367,800 |
| 06/01/2025 | | | 147,500 | 147,500 | |
| 12/01/2025 | 90,000 | 4.000% | 147,500 | 237,500 | 385,000 |
| 06/01/2026 | | | 145,700 | 145,700 | |
| 12/01/2026 | 100,000 | 4.000% | 145,700 | 245,700 | 391,400 |
| 06/01/2027 | | | 143,700 | 143,700 | |
| 12/01/2027 | 105,000 | 4.000% | 143,700 | 248,700 | 392,400 |
| 06/01/2028 | | | 141,600 | 141,600 | |
| 12/01/2028 | 115,000 | 4.000% | 141,600 | 256,600 | 398,200 |
| 06/01/2029 | | | 139,300 | 139,300 | |
| 12/01/2029 | 120,000 | 4.000% | 139,300 | 259,300 | 398,600 |
| 06/01/2030 | | | 136,900 | 136,900 | |
| 12/01/2030 | 135,000 | 4.000% | 136,900 | 271,900 | 408,800 |
| 06/01/2031 | | | 134,200 | 134,200 | |
| 12/01/2031 | 140,000 | 4.000% | 134,200 | 274,200 | 408,400 |
| 06/01/2032 | | | 131,400 | 131,400 | |
| 12/01/2032 | 155,000 | 4.000% | 131,400 | 286,400 | 417,800 |
| 06/01/2033 | | | 128,300 | 128,300 | |
| 12/01/2033 | 160,000 | 4.000% | 128,300 | 288,300 | 416,600 |
| 06/01/2034 | | | 125,100 | 125,100 | |
| 12/01/2034 | 175,000 | 4.000% | 125,100 | 300,100 | 425,200 |
| 06/01/2035 | | | 121,600 | 121,600 | |
| 12/01/2035 | 180,000 | 4.000% | 121,600 | 301,600 | 423,200 |
| 06/01/2036 | | | 118,000 | 118,000 | |
| 12/01/2036 | 200,000 | 4.000% | 118,000 | 318,000 | 436,000 |
| 06/01/2037 | | | 114,000 | 114,000 | |
| 12/01/2037 | 205,000 | 4.000% | 114,000 | 319,000 | 433,000 |
| 06/01/2038 | | | 109,900 | 109,900 | |
| 12/01/2038 | 225,000 | 4.000% | 109,900 | 334,900 | 444,800 |
| 06/01/2039 | | | 105,400 | 105,400 | |
| 12/01/2039 | 230,000 | 4.000% | 105,400 | 335,400 | 440,800 |
| 06/01/2040 | | | 100,800 | 100,800 | |
| 12/01/2040 | 250,000 | 4.000% | 100,800 | 350,800 | 451,600 |
| 06/01/2041 | | | 95,800 | 95,800 | |
| 12/01/2041 | 260,000 | 4.000% | 95,800 | 355,800 | 451,600 |
| 06/01/2042 | | | 90,600 | 90,600 | |
| 12/01/2042 | 280,000 | 4.000% | 90,600 | 370,600 | 461,200 |
| 06/01/2043 | | | 85,000 | 85,000 | |
| 12/01/2043 | 290,000 | 4.000% | 85,000 | 375,000 | 460,000 |
| 06/01/2044 | | | 79,200 | 79,200 | |
| 12/01/2044 | 310,000 | 4.000% | 79,200 | 389,200 | 468,400 |
| 06/01/2045 | | | 73,000 | 73,000 | |
| 12/01/2045 | 325,000 | 4.000% | 73,000 | 398,000 | 471,000 |
| 06/01/2046 | | | 66,500 | 66,500 | |
| 12/01/2046 | 345,000 | 4.000% | 66,500 | 411,500 | 478,000 |
| 06/01/2047 | | | 59,600 | 59,600 | |
| 12/01/2047 | 360,000 | 4.000% | 59,600 | 419,600 | 479,200 |
| 06/01/2048 | | | 52,400 | 52,400 | |
| 12/01/2048 | 385,000 | 4.000% | 52,400 | 437,400 | 489,800 |
| 06/01/2049 | | | 44,700 | 44,700 | |
| 12/01/2049 | 400,000 | 4.000% | 44,700 | 444,700 | 489,400 |
| 06/01/2050 | | | 36,700 | 36,700 | |
| 12/01/2050 | 425,000 | 4.000% | 36,700 | 461,700 | 498,400 |
| 06/01/2051 | | | 28,200 | 28,200 | |
| 12/01/2051 | 440,000 | 4.000% | 28,200 | 468,200 | 496,400 |
| 06/01/2052 | | | 19,400 | 19,400 | |
| 12/01/2052 | 970,000 | 4.000% | 19,400 | 989,400 | 1,008,800 |
| | 7,470,000 | | 6,145,600 | 13,615,600 | 13,615,600 |

NET DEBT SERVICE

**WILD PLUM METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2022A
49.750 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
[Preliminary -- for discussion only]**

| Period
Ending | Principal | Interest | Total
Debt Service | Debt Service
Reserve Fund | Net
Debt Service |
|------------------|-----------|-----------|-----------------------|------------------------------|---------------------|
| 12/01/2023 | 25,000 | 298,800 | 323,800 | 996.80 | 322,803.20 |
| 12/01/2024 | 70,000 | 297,800 | 367,800 | 996.80 | 366,803.20 |
| 12/01/2025 | 90,000 | 295,000 | 385,000 | 996.80 | 384,003.20 |
| 12/01/2026 | 100,000 | 291,400 | 391,400 | 996.80 | 390,403.20 |
| 12/01/2027 | 105,000 | 287,400 | 392,400 | 996.80 | 391,403.20 |
| 12/01/2028 | 115,000 | 283,200 | 398,200 | 996.80 | 397,203.20 |
| 12/01/2029 | 120,000 | 278,600 | 398,600 | 996.80 | 397,603.20 |
| 12/01/2030 | 135,000 | 273,800 | 408,800 | 996.80 | 407,803.20 |
| 12/01/2031 | 140,000 | 268,400 | 408,400 | 996.80 | 407,403.20 |
| 12/01/2032 | 155,000 | 262,800 | 417,800 | 996.80 | 416,803.20 |
| 12/01/2033 | 160,000 | 256,600 | 416,600 | 996.80 | 415,603.20 |
| 12/01/2034 | 175,000 | 250,200 | 425,200 | 996.80 | 424,203.20 |
| 12/01/2035 | 180,000 | 243,200 | 423,200 | 996.80 | 422,203.20 |
| 12/01/2036 | 200,000 | 236,000 | 436,000 | 996.80 | 435,003.20 |
| 12/01/2037 | 205,000 | 228,000 | 433,000 | 996.80 | 432,003.20 |
| 12/01/2038 | 225,000 | 219,800 | 444,800 | 996.80 | 443,803.20 |
| 12/01/2039 | 230,000 | 210,800 | 440,800 | 996.80 | 439,803.20 |
| 12/01/2040 | 250,000 | 201,600 | 451,600 | 996.80 | 450,603.20 |
| 12/01/2041 | 260,000 | 191,600 | 451,600 | 996.80 | 450,603.20 |
| 12/01/2042 | 280,000 | 181,200 | 461,200 | 996.80 | 460,203.20 |
| 12/01/2043 | 290,000 | 170,000 | 460,000 | 996.80 | 459,003.20 |
| 12/01/2044 | 310,000 | 158,400 | 468,400 | 996.80 | 467,403.20 |
| 12/01/2045 | 325,000 | 146,000 | 471,000 | 996.80 | 470,003.20 |
| 12/01/2046 | 345,000 | 133,000 | 478,000 | 996.80 | 477,003.20 |
| 12/01/2047 | 360,000 | 119,200 | 479,200 | 996.80 | 478,203.20 |
| 12/01/2048 | 385,000 | 104,800 | 489,800 | 996.80 | 488,803.20 |
| 12/01/2049 | 400,000 | 89,400 | 489,400 | 996.80 | 488,403.20 |
| 12/01/2050 | 425,000 | 73,400 | 498,400 | 996.80 | 497,403.20 |
| 12/01/2051 | 440,000 | 56,400 | 496,400 | 996.80 | 495,403.20 |
| 12/01/2052 | 970,000 | 38,800 | 1,008,800 | 499,396.80 | 509,403.20 |
| | 7,470,000 | 6,145,600 | 13,615,600 | 528,304.00 | 13,087,296.00 |

BOND SOLUTION

**WILD PLUM METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2022A
49.750 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
[Preliminary -- for discussion only]**

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Serv Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|--------------------|
| 12/01/2023 | 25,000 | 323,800 | -997 | 322,803 | 391,299 | 68,496 | 121.21903% |
| 12/01/2024 | 70,000 | 367,800 | -997 | 366,803 | 445,064 | 78,261 | 121.33593% |
| 12/01/2025 | 90,000 | 385,000 | -997 | 384,003 | 463,637 | 79,634 | 120.73774% |
| 12/01/2026 | 100,000 | 391,400 | -997 | 390,403 | 472,910 | 82,506 | 121.13362% |
| 12/01/2027 | 105,000 | 392,400 | -997 | 391,403 | 472,910 | 81,506 | 120.82414% |
| 12/01/2028 | 115,000 | 398,200 | -997 | 397,203 | 482,368 | 85,165 | 121.44105% |
| 12/01/2029 | 120,000 | 398,600 | -997 | 397,603 | 482,368 | 84,765 | 121.31888% |
| 12/01/2030 | 135,000 | 408,800 | -997 | 407,803 | 492,015 | 84,212 | 120.65013% |
| 12/01/2031 | 140,000 | 408,400 | -997 | 407,403 | 492,015 | 84,612 | 120.76859% |
| 12/01/2032 | 155,000 | 417,800 | -997 | 416,803 | 501,855 | 85,052 | 120.40584% |
| 12/01/2033 | 160,000 | 416,600 | -997 | 415,603 | 501,855 | 86,252 | 120.75350% |
| 12/01/2034 | 175,000 | 425,200 | -997 | 424,203 | 511,893 | 87,689 | 120.67153% |
| 12/01/2035 | 180,000 | 423,200 | -997 | 422,203 | 511,893 | 89,689 | 121.24316% |
| 12/01/2036 | 200,000 | 436,000 | -997 | 435,003 | 522,130 | 87,127 | 120.02908% |
| 12/01/2037 | 205,000 | 433,000 | -997 | 432,003 | 522,130 | 90,127 | 120.86261% |
| 12/01/2038 | 225,000 | 444,800 | -997 | 443,803 | 532,573 | 88,770 | 120.00205% |
| 12/01/2039 | 230,000 | 440,800 | -997 | 439,803 | 532,573 | 92,770 | 121.09347% |
| 12/01/2040 | 250,000 | 451,600 | -997 | 450,603 | 543,224 | 92,621 | 120.55494% |
| 12/01/2041 | 260,000 | 451,600 | -997 | 450,603 | 543,224 | 92,621 | 120.55494% |
| 12/01/2042 | 280,000 | 461,200 | -997 | 460,203 | 554,089 | 93,886 | 120.40092% |
| 12/01/2043 | 290,000 | 460,000 | -997 | 459,003 | 554,089 | 95,086 | 120.71569% |
| 12/01/2044 | 310,000 | 468,400 | -997 | 467,403 | 565,171 | 97,767 | 120.91716% |
| 12/01/2045 | 325,000 | 471,000 | -997 | 470,003 | 565,171 | 95,167 | 120.24826% |
| 12/01/2046 | 345,000 | 478,000 | -997 | 477,003 | 576,474 | 99,471 | 120.85330% |
| 12/01/2047 | 360,000 | 479,200 | -997 | 478,203 | 576,474 | 98,271 | 120.55003% |
| 12/01/2048 | 385,000 | 489,800 | -997 | 488,803 | 588,004 | 99,200 | 120.29454% |
| 12/01/2049 | 400,000 | 489,400 | -997 | 488,403 | 588,004 | 99,600 | 120.39306% |
| 12/01/2050 | 425,000 | 498,400 | -997 | 497,403 | 599,764 | 102,360 | 120.57897% |
| 12/01/2051 | 440,000 | 496,400 | -997 | 495,403 | 599,764 | 104,360 | 121.06576% |
| 12/01/2052 | 970,000 | 1,008,800 | -499,397 | 509,403 | 611,759 | 102,356 | 120.09326% |
| | 7,470,000 | 13,615,600 | -528,304 | 13,087,296 | 15,796,696 | 2,709,400 | |

SOURCES AND USES OF FUNDS

**WILD PLUM METROPOLITAN DISTRICT
SUBORDINATE BONDS, SERIES 2022B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2052 (Stated) Maturity
[Preliminary -- for discussion only]**

Dated Date 12/01/2022
Delivery Date 12/01/2022

Sources:

| | |
|----------------|------------------------|
| Bond Proceeds: | |
| Par Amount | 821,000.00 |
| | <hr/> 821,000.00 <hr/> |

Uses:

| | |
|-------------------------|------------------------|
| Project Fund Deposits: | |
| Project Fund | 796,370.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 24,630.00 |
| | <hr/> 821,000.00 <hr/> |

BOND PRICING

**WILD PLUM METROPOLITAN DISTRICT
SUBORDINATE BONDS, SERIES 2022B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2052 (Stated) Maturity
[Preliminary -- for discussion only]**

| Bond Component | Maturity Date | Amount | Rate | Yield | Price |
|------------------|---------------|---------|--------|--------|---------|
| 30-yr Term Bond: | 12/15/2052 | 821,000 | 7.000% | 7.000% | 100.000 |
| | | 821,000 | | | |

| | | | |
|-------------------------|------------|-------------|--|
| Dated Date | 12/01/2022 | | |
| Delivery Date | 12/01/2022 | | |
| First Coupon | 12/15/2022 | | |
| Par Amount | 821,000.00 | | |
| Original Issue Discount | | | |
| Production | 821,000.00 | 100.000000% | |
| Underwriter's Discount | | | |
| Purchase Price | 821,000.00 | 100.000000% | |
| Accrued Interest | | | |
| Net Proceeds | 821,000.00 | | |

Exhibit G
Proposed Advance and Reimbursement Agreement

ADVANCE, ACQUISITION AND REIMBURSEMENT AGREEMENT

This Advance, Acquisition and Reimbursement Agreement (the “**Agreement**”) is made and entered into effective as of the ____ day of _____, 2017, by and between WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE CALATLANTIC GROUP, INC., a Delaware corporation (the “**Company**”) (the District and the Company collectively, “**Parties**,” or any of the Parties, a “**Party**,” and all other capitalized terms used herein shall have the meanings hereinafter set forth).

RECITALS

A. The Service Plan for the District (the “**Service Plan**”) has been duly approved by the Town of Columbine Valley, Colorado (the “**Town**”), and the District has been duly organized pursuant to the provisions of Article 1 of Title 32, C.R.S.

B. Pursuant to the Service Plan, the District is empowered to exercise its statutory powers and authority to finance, construct, acquire, operate and maintain public facilities and improvements, and provide services including but not limited to open space, stormwater, landscaping, street and mosquito control improvements and services within and without the boundaries of the District for the benefit of the general public as well as the properties and development owned and pursued by the Company (the “**Project**”).

C. Pursuant to Section 32-1-1001(1)(f) and (h), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary for District functions or operations, and to acquire, construct and install the public improvements authorized in the Service Plan.

D. It is anticipated that at the general election to be held by the District on November 2, 2017, a majority of the eligible electors voting at such election will vote in favor of, among other matters, the District incurring indebtedness and other multiple-fiscal year financial obligations to finance the acquisition, construction, installation and completion of the public improvements authorized in the Service Plan.

E. Because the District does not have the ability at present to finance the planning, design, engineering, construction, installation and completion of certain public improvements as more specifically described in the Service Plan (the “**Public Improvements**”), the Company has agreed to construct and complete the Public Improvements, and to transfer the Public Improvements to the District, the Town, or other appropriate public entity for public use or, in the alternative, has agreed to advance to the District the funds necessary to construct and complete the Public Improvements for the benefit of the District and the public, generally.

F. It is in the public interest for the District to acquire and/or facilitate the construction of the Public Improvements and, when financially feasible, to reimburse the Company or its assignee for the costs of the Public Improvements and for Advances (as defined herein) (together, the “**Reimbursable Costs**”) through and by means of the issuance by the District of the District’s bonds and other legally available funds in accordance with all limitations set forth in the Service Plan and this Agreement.

AGREEMENT

In consideration of the agreements, covenants and undertakings set forth herein and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Representations, Warranties and Covenants Relating to Completed Public Improvements. With respect to any Public Improvement listed in Exhibit A, the Company represents, warrants and covenants to the best of its current knowledge as follows:

a. All Public Improvements have been constructed, installed and completed in conformance with all duly approved designs, plans and specifications and the requirements, standards and specifications of the District and the Town, as applicable, and have been or will be conveyed, transferred or dedicated to the District, Town or other appropriate public entity for public use, free of all liens, encumbrances and obligations of every nature other than those of record or that a survey or inspection thereof would disclose.

b. The foregoing representations, warranties and covenants are made as of the date of this Agreement and shall be deemed to be continuing for all purposes for any applicable warranty period unless otherwise approved in writing by the District.

2. Completion and Transfer of Public Improvements. After the date of the execution of this Agreement, upon completion, the Company shall transfer the Public Improvements to the District or, if so directed by the District, to the Town or other appropriate public entity upon completion and acceptance of the Public Improvements by the District, Town or other appropriate public entity (collectively, the “Accepting Jurisdictions”), as applicable, as follows:

a. The Public Improvements shall conform to the requirements, standards and specifications of all public and/or private agencies to which the Public Improvements may be or are required to be dedicated or conveyed by the District in addition to any standards or requirements adopted by the District. At its discretion and request, the District may require the Company to arrange for the work to be certified by the District’s engineers, at the District’s sole cost and expense, so that the engineers will be able to advise and certify to the District that all work was performed in compliance with the applicable drawings, standards and specifications, and that the costs incurred to complete the Public Improvements are consistent with industry standards applicable in the Denver Metropolitan Area .

b. As a precondition to the conveyance, dedication or other transfer of any Public Improvements to the District or the Accepting Jurisdictions for ownership, maintenance and repair, the Company shall provide the District or the Accepting Jurisdictions, as applicable, with a guarantee, to secure performance of warranty obligations against defects in materials, workmanship, construction and installation of the facilities or improvements, all for a two-year period from acceptance of the Public Improvements. This requirement shall not apply to any improvements for which Company satisfies all the requirements of the entity to which the improvement will ultimately be conveyed or dedicated if that entity agrees to take title and to release the District from any ongoing responsibility.

c. The Company shall provide to the District or, if so directed by the District, to the Accepting Jurisdictions: (i) if required, a special warranty or quitclaim deed transferring and conveying the Company's interests in the Public Improvements, free and clear of all liens, encumbrances or security interests of any nature, except those of record and those a survey or inspection thereof would disclose, and (ii) if applicable, a partial release of its interests in the Public Improvements from any lender that has loaned funds to complete the Public Improvements, together with any easements and rights-of-way necessary for the convenient construction, operation, repair, replacement or maintenance of any Public Improvements located on any property that has not been conveyed, transferred or dedicated to the District or the Accepting Jurisdictions, in a commercially reasonable form.

d. The Reimbursable Costs of any Public Improvements either completed prior to the execution of this Agreement (Exhibit A) or subsequently acquired by the District or transferred to the Accepting Jurisdictions shall be determined based upon actual costs verified by the Company and confirmed by the District's engineers.

(i) The Reimbursable Costs of the Public Improvements shall include all construction costs, planning, design, engineering, surveying, construction management, legal and other consulting services, and any other allowable capital expense relating to the Public Improvements.

(ii) Before any payment of Reimbursable Costs for Public Improvements is made hereunder, the Company shall provide, and if requested shall reasonably supplement, at the sole cost and expense of the Company, a schedule of the Reimbursable Costs for the Public Improvements prepared and audited by an independent public accountant, professional engineer, appraiser or valuation consultant reasonably acceptable to the District, substantiating the amount of the Reimbursable Costs.

(iii) The Company shall also provide to the District or the Accepting Jurisdictions, as applicable, "as-built" drawings of all Public Improvements or a certification signed by a licensed professional engineer confirming the location and extent of the Public Improvements, together with supporting maps and other documentation as may be reasonably required by the District, or the Accepting Jurisdictions, at the Company's sole cost and expense, including without limitation any appraisals, surveys, environmental reports, permits, assignments of construction warranties, lien waivers, releases and other documentation relating to the Public Improvements or the transfer thereof.

e. The Company shall, with the prior concurrence of the District, transfer such Public Improvements in compliance with all requirements set forth in this Section 2 and all other applicable provisions of this Agreement. The District shall not accept conveyance of any Public Improvements or be obligated to reimburse or pay interest for a Public Improvement until such Public Improvement is completed. Upon completion of each Public Improvement in conformance with all applicable requirements, standards and specifications of the Service Plan and all public and/or private agencies to which the Public Improvements may be or are required to be dedicated to, or conveyed by the District, in addition to any standards or requirements adopted by the District, such Public Improvement, to the extent the same will be accepted by the District, shall be accepted for ownership by the District.

3. Advances.

a. The Company, in its sole discretion, may, but shall not be obligated to in any manner, advance sums (the “**Advances**”) as requested from time to time by the District to pay the costs of the Public Improvements and any management, operating and administrative expenses in accordance with the terms of this Agreement.

b. If the District determines that it will not have sufficient funds available to pay the anticipated costs of the Public Improvements as well as operating and administrative expenses of the District, it shall calculate the anticipated amount of such funding shortfall (the “**Funding Shortfall**”), which shall be classified by nature of use between capital and operating expenses. The District shall submit a written request to the Company to deposit the Funding Shortfall with the District’s bank. The Company, after reasonable verification of such Funding Shortfall, may, in its sole discretion, but shall have no obligation to in any manner, make an Advance and fund the Funding Shortfall after such notice from the District.

4. Reimbursement of Reimbursable Costs. The Parties acknowledge and agree that the District shall pay to the Company for the completed District Improvements an amount equal to the Reimbursable Costs incurred by Company and any Advances made hereunder, but in no event shall the total amount paid to Company exceed \$_____. Subject to the availability of funds budgeted and appropriated for payment under this Agreement, as described below, the District shall pay to the Company installments of that amount as follows, subject to the District being satisfied in the exercise of its sole discretion that the Company has, in the case of each installment date, expended actual capital costs of at least a like amount:

a. \$_____ on _____;

b. The Parties acknowledge that in order to pay the Reimbursable Costs, in conformance with its electoral authorization, the District intends to complete the issuance of its general obligation bonds (the “Bonds”) in the total amount necessary to yield proceeds of \$_____, to be used for the purpose of funding the District Improvements as set forth in this Agreement. The Parties further acknowledge and agree that the District’s obligation to pay the Reimbursable Costs is expressly conditioned upon the District successfully issuing all of the Bonds in a form and at rates acceptable to the District’s Board of Directors in the exercise of their sole discretion; provided that the District reserves the right, but shall have no obligation to substitute other funds for the acquisition of the District Improvements if it so desires.

c. It is expressly agreed that the District’s obligations hereunder may be further documented through other instruments including without limitation bonds or other evidences of indebtedness issued directly to the Company as authorized by Colorado law and the District’s Service Plan.

5. Waiver of Covenants. The District, in its discretion, may waive any of the covenants of the Parties set forth herein by written notice to the Company; provided, however, that such waiver shall not constitute a general waiver of all covenants, nor shall any such waiver prevent the District from enforcing other terms of this Agreement.

6. Integrated Agreement and Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the District's reimbursement obligation and the other matters set forth herein and replaces in their entirety any prior agreements, understandings, warranties or representations made by or between the Parties with respect to the subject matter hereof. This Agreement may be amended only by the agreement of each Party in writing.

7. Notice. Any notice, demand or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent by overnight national courier service or by overnight or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address that follows or as either Party may subsequently designate from time to time in writing. Notice shall be considered given when delivered or, if mailed by registered mail, on the third day after such notice is mailed.

To the District:
Wild Plum Metropolitan District
c/o Spencer Fane LLP
Attention: Matthew Dalton
1700 Lincoln Street, Suite 2000
Denver, CO 80203

To the Company:
The CalAtlantic Group, Inc.
Attn: Kent Pedersen
6161 S Syracuse Way, Suite 200
Greenwood Village, CO 80111

8. Assignment. This Agreement shall not be assigned, except by the prior written agreement of each Party or as expressly provided herein. This Agreement shall inure to the mutual benefit of the Parties and their respective successors and authorized assigns.

9. Severability. If any clause or provision of this Agreement shall be adjudged to be invalid and unenforceable by a court of competent jurisdiction or by operation of law, such clause or provision shall not affect the validity of this Agreement as a whole or of its other clauses and provisions.

10. Default / Remedies. In the event of any breach or default of this Agreement, each Party shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State of Colorado. The prevailing Party shall be entitled to reasonable attorney fees and costs. Absent bad faith or fraud by the District, no penalty shall be imposed upon the District because of its inability to pay any portion of the Reimbursable Costs of the Public Improvements to the Company. There shall be no acceleration in the repayment of outstanding Advances in the event of any default. Nothing contained herein shall allow recovery for consequential or punitive damages. Venue for any judicial action shall be in the District Court for Arapahoe County, Colorado.

11. Counterpart Execution. This Agreement may be executed in multiple counterparts, and the signature of a Party affixed to a counterpart signature of the other Party shall be deemed to constitute execution of the Agreement.

12. Term. The term of this Agreement shall end on the date that the Reimbursable Costs of the Public Improvements and any interest thereon have been paid in full to the Company or its assignee in accordance with the terms hereof or December 31, 2056, whichever date occurs first in time.

13. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The payment obligations under this Agreement shall be subject to annual appropriation by the Board of Directors of the District in the exercise of their sole and unfettered discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

14. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado.

16. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective party to the terms hereof.

17. Supplemental Public Securities Act. The District hereby elects to apply all of the provisions of the Supplemental Public Securities Act, found at Title 11, Article 57, Part 2, C.R.S. to this Agreement. This recital shall be conclusive evidence of the validity and the regularity of the District's execution of this Agreement after its delivery for value.

EXECUTED as of the date and year first above written.

WILD PLUM METROPOLITAN DISTRICT

By: _____
President

THE CALATLANTIC GROUP, INC., a Delaware corporation

By: _____
Authorized Signatory

Exhibit A

Description of Completed Public Improvements

Exhibit H
IGA between the District and the Town

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF COLUMBINE VALLEY
AND WILD PLUM METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (“Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley require the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement;

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

COVENANTS AND AGREEMENTS

1. Incorporation by Reference. The Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley Code (the “Special District Code”) are hereby incorporated in this agreement by this reference, and all capitalized terms not otherwise defined herein shall have the meanings given to them in the Service Plan. The District agrees to comply with all provisions of the Service Plan and the Special District Code.

2. Open Space. Tracts K, L, M and N in the Wild Plum Final Plat are currently owned by the District (the “Open Space”). The Open Space is subject to that easement agreement dated August 29, 1986 and recorded in the Arapahoe County Real Property records at Book 5979, Page 222 (the “Easement”). The Easement requires, *inter alia*, that changes in grading, impacts on ponding and dykes and any improvements associated therewith by submitted to the United States Army Corps of Engineers (the “USACE”) and other state, federal and local governments for review and approval (the “Governmental Approvals”). Tracts K, L, M and N are being modified by the addition of trails and other improvements in conjunction with the Wild Plum Development which will require Governmental Approvals that have not yet been obtained. The District shall work with the Wild Plum developer to diligently and expeditiously pursue the Governmental Approvals, and the District or the developer of Wild Plum shall pay all costs and

expenses associated with the Government Approvals. The District shall keep the Town advised during the processing of the Government Approvals.

Within thirty (30) days of the date that the District, or the developer of Wild Plum, has received all necessary Government Approvals for the Open Space, the District shall convey the Open Space to the Town via special warranty deed. The Town shall be entitled to all legally available remedies to enforce the right to receive a special warranty deed to the Open Space as provided herein, including but not limited to the right of specific performance. In the event the Town is required to exercise its remedies to obtain said deed to the Open Space, the District shall pay all Town costs, including attorney fees, associated with the Town's exercise of its remedies.

3. The Parties agree the Open Space shall be operated and maintained by the District as follows:

a. License. Immediately following the District's conveyance of the Open Space to the District, the Town shall grant the District a license in the form attached hereto as Attachment A (the "License") to permit the District to operate and maintain the Open Space.

b. Maintenance Obligation and Standards. The District shall manage, operate, maintain, repair, and rehabilitate the Open Space, including, without limitation, all permitting including future Governmental Approvals and any trails located thereon, pursuant to and in accordance with the Approved Development Plan, the Service Plan, the Easement and this Agreement. Maintenance of the Open Space shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The District's management and administration of the Open Space shall cause use of the Open Space to be in compliance with all applicable laws and regulations, including, but not limited to, those adopted by the Town.

c. Rules and Regulations. The District shall promulgate rules and regulations for the management of the Open Space (the "Rules and Regulations"). The Rules and Regulations shall permit public access to the Open Space for safe and aesthetically pleasing use in a manner harmonious with the nature of the Town and the Wild Plum development and that avoids overburdening the Open Space. The Rules and Regulations shall be subject to review and approval by the Town and shall not become effective until approved by the Town.

d. Budget. The District shall prepare a separate budget for the ongoing operation and maintenance of the Open Space (the "Open Space Budget"). No later than July 31 annually, the District shall submit the Open Space Budget to the Town for review and comment.

4. Hunter Run Lane. The District shall, on or before December 31, 2017, assume the obligation to operate, maintain and replace all landscaping (including irrigation planting, mowing and weeding) and lighting in all areas of Town right-of-way for the entire length of Hunter Run Lane. Such operation and maintenance shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The street, curb and gutters for Hunter Run Lane will be operated and maintained by the Town, such operations to include snow plowing.

5. Insurance. The District shall secure and maintain for the term of this agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Town, and each of its trustees, employees, agents, and consultants from claims of personal injury, death, and property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

6. Indemnification. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this agreement or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

7. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this agreement, including, but not limited to, those pertaining to any maximum mill levy the District is permitted to impose, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

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

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

8. Enforcement. The parties agree that this agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions

of Title 32, Article 1, C.R.S., granting rights to municipalities or counties approving a service plan of a special district. The District also hereby agrees that the Town may enforce the District's obligations in Paragraph 3 regarding obtaining Governmental Approvals and conveying the Open Space to the Town by specific performance.

9. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

10. Amendment. This agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

11. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Arapahoe County, Colorado. In any proceeding brought to enforce the provisions of this agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

12. Beneficiaries. Except as otherwise stated herein, this agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

13. Effect of Invalidity. If any portion of this agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

14. Assignability. Neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

15. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically) or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

To the Town:
Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123
Phone: 303-795-1434
Email: town@columbinevalley.org

Copy to:
Lee E. Schiller
Town Attorney
Weiner and Schiller, P.C.
6412 So. Quebec Street
Englewood, CO 80111
Tel # 303 779 5200
Fax # 303 779 0736
E-mail: lschiller@wsmpc.com

To the District:
Wild Plum Metropolitan District
c/o CalAtlantic Homes
Attn: Kent Pederson
6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111
Phone: 303-486-5002
Email: Kent.Pederson@calatl.com

Copy to:
Spencer Fane LLP
Attn: Matthew R. Dalton
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Email: mdalton@spencerfane.com

16. Successors and Assigns. This agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Counterparts. This agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

18. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

19. Colorado Governmental Immunity Act. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this agreement.

WILD PLUM METROPOLITAN DISTRICT

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

**TOWN OF COLUMBINE VALLEY,
COLORADO**

By: _____

Richard Champion, Mayor

ATTEST:

By: _____

Town Clerk

Attachment A
(to Intergovernmental Agreement)
Form of License Agreement

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is made and entered into this ____ day of _____, 2017 (the “Effective Date”) by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (the “Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Town and the District entered into that certain Intergovernmental Agreement between the Town of Columbine Valley and Wild Plum Metropolitan District, dated as of _____, 2017 (the “IGA”); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the definitions given to them in the Service Plan and the IGA, and such definitions are incorporated herein by reference; and

WHEREAS, pursuant to the IGA, the Town agreed to grant the District a license to permit the District to operate and maintain the Open Space (as defined herein) within the District and desires to hereby grant said license.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. The Town hereby grants a non-exclusive license (the “License”) to the District, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Town’s property located in the County of Arapahoe, State of Colorado, as is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”) for the management, operation, maintenance, repair, and rehabilitation of the open space located thereon (the “Open Space”) in accordance with and pursuant to the IGA, the terms of which are incorporated herein by reference.

2. This Agreement and License shall be effective upon the Effective Date and shall continue in force and effect in perpetuity for so long as (a) the District maintains the Open Space such that there is no trail connectivity to any facility and/or trail system owned, operated, or maintained by the South Suburban Parks and Recreation District; (b) there are no parking lots installed in, upon, or adjacent to the Town Open Space; and (c) the District’s maintenance of the Open Space is consistent with the terms and provisions of the IGA; provided, however, that this Agreement and License may be terminated by the Town for convenience upon sixty (60) days’

notice to the District or for cause, immediately upon the occurrence of any condition or event set forth in subsections (a), (b), and (c) hereof.

3. The License is subject to all other easements, rights-of-way and other property interests of record on the Premises.

4. The Town reserves the right to grant further interests in the Premises so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Agreement by the District, its successors and permitted assigns, as described herein, such determination to be made by the Town in its reasonable discretion.

5. The District shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance obligation with respect to the Open Space. The District shall comply with all the fire and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Open Space during the term of this Agreement.

6. The District, at its sole cost and expense, shall restore the surface, to the extent reasonably practicable, of the Premises and repair all damage to other installations of the Town or third parties within or under the Premises that are disturbed, disrupted or damaged by District or its employees or third parties authorized by District. Failure to do so after ten (10) days' notice to the District shall, without more, grant to the Town, in addition to such other remedies as the Town may have available hereunder or under law, the right to engage in "self-help" actions to accomplish the restoration or repair required.

7. In the event the Town is required to enter the Premises to repair or maintain the Open Space to protect the integrity of the Open Space, the District shall be liable to the Town for all such costs incurred by or on behalf of the Town.

8. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the management, operation, maintenance, repair, and rehabilitation of the Open Space. It is specifically agreed that, except as provided in this License, the Town shall not take any action which would impair the lateral or subjacent support for the Open Space.

9. The District further covenants and agrees it shall utilize the Premises for the purposes set forth herein and for no other purpose and shall not use the Premises or permit it to be used for purposes prohibited by applicable federal, state, or local laws.

10. The Town and its duly authorized representatives, employees, and agents have the right to enter upon the Premises at any time for the purpose of inspecting the Open Space, making surveys and to do such other acts and things as it deems necessary for the protection of its interest therein, provided such entry and activities do not interfere with the rights granted to the District hereunder.

11. The District shall keep all of the Premises and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or supplies used or furnished for or in connection with any operations of the District, any alteration which the District may make or permit or cause to be made, or any work or construction by, for, or permitted by the District on or about the Premises, or any obligations of any kind incurred by the District, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Town and all of the Premises against all such liens and claims of liens and suits or other proceedings pertaining thereto.

12. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this Agreement or the License provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

13. The District shall secure and maintain for the term of this Agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Indemnitees from claims of personal injury, death, or property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

14. If the District is in default of any of the provision hereof, the Town shall provide written notice of said default to the District. The District shall have thirty (30) days to cure the default unless otherwise agreed to by the parties. If the District fails to cure the default within the time period provided, the Town shall be entitled to immediately terminate the License and may enter into the Premises, or any part thereof to terminate the interest of the District or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, and the Premises may be utilized by

the Town at the Town's discretion.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

17. This Agreement may not be assigned by either party without the prior written consent of the other party.

18. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

19. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

20. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

21. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

WILD PLUM METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**TOWN OF COLUMBINE VALLEY,
COLORADO**

By: _____
Richard Champion, Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A
(to License Agreement)

Description of the Premises

Tracts K, L, M and N, Wild Plum Final Plat, recorded in the Office of the Clerk and Recorder for Arapahoe County, Colorado, on _____, 2017 at reception number_____.

Exhibit I
Overlap Consent Resolution from Southwest Metropolitan Water and Sanitation District

RESOLUTION NO. 2017-7-1

SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT
ARAPAHOE, DOUGLAS AND JEFFERSON COUNTIES, COLORADO

**A RESOLUTION CONSENTING TO THE ORGANIZATION OF THE WILD
PLUM METROPOLITAN DISTRICT**

WHEREAS, Section 32-1-107(2), C.R.S., provides that no special district may be organized wholly or partly within an existing special district providing the same services; and

WHEREAS, Section 32-1-107(3)(b)(IV), C.R.S., provides that an overlapping special district may be authorized to provide the same service as the existing special district if, among other requirements, the Board of Directors of the existing special district consents to the overlapping special district providing the same service; and

WHEREAS, the territory set forth on Exhibit A (as attached hereto and incorporated herein by this reference) (the "Property") is located entirely within the boundaries of the Southwest Metropolitan Water and Sanitation District ("Southwest"); and

WHEREAS, the Property constitutes the proposed boundaries of the Wild Plum Metropolitan District ("Metro District"); and

WHEREAS, the boundaries of the Metro District and Southwest overlap; and

WHEREAS, Southwest provides water and sanitation services to areas within and without its boundaries; and

WHEREAS, the proponents of the proposed Metro District desire to include within its Service Plan the power to finance, construct and/or acquire certain potable water and sanitary sewer facilities to be constructed both within and without the Property, which facilities shall thereafter be transferred and conveyed to Southwest for future operation, maintenance, repair and replacement; and

WHEREAS, upon conveyance of said water and sanitary sewer facilities and final acceptance thereof by Southwest, the Metro District shall not be empowered to provide water and/or sanitation services and facilities to the Property, which services and facilities shall be provided by Southwest; and

WHEREAS, the proponents of the Metro District have requested the consent of Southwest to the overlap so that the Metro District may provide for the financing, acquisition and/or construction of certain potable water and sanitary sewer facilities as more particularly described in its Service Plan; and

WHEREAS, on the terms and conditions set forth below, Southwest is willing to consent to the Metro District's limited overlapping powers as more particularly described herein and in the Metro District's Service Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southwest Metropolitan Water and Sanitation District that:

Section 1. Pursuant to Section 32-1-107(3)(b)(IV), C.R.S., Southwest hereby consents to the Metro District having authority to provide for the acquisition and construction of certain potable water and sanitary sewer facilities, as more particularly described in the Metro District's Service Plan, which facilities shall ultimately be owned, operated and maintained by Southwest upon completion and final acceptance thereof by Southwest.

Section 2. This consent is granted upon the express condition that Section V. A. of the Service Plan is amended to state that the District's powers and authority is also subject to the limitations set forth in an intergovernmental agreement entered into between the District and the Southwest Metropolitan Water and Sanitation District.

Section 3. This consent is further conditioned upon the express condition that the following paragraph be added to Section V. B. (5) of the District's Service Plan:

In addition to any other limitation contained herein the District's potable water and sanitary sewer service authority and power shall be subject to the following limitations:

(a) Under no circumstance shall the District operate, maintain, repair or replace any potable water, transmission, or distribution facility or any sanitary sewer collection facility from and after the date the potable water and sanitary sewer facilities contemplated in this Service Plan are conveyed to and finally accepted by Southwest Metropolitan Water and Sanitation District, subject to whatever continuing warranty obligations may exist with respect to said facilities;

(b) The District shall not provide, finance, construct, acquire, operate, maintain, repair or replace any sanitary sewer or potable water facilities or related improvements that duplicate or in any way interfere with any improvements, facilities or services that the Southwest Metropolitan Water and Sanitation District provides or may hereafter provide;

(c) The District shall not interfere with the ability of Southwest to implement or enforce its rules and regulations, policies, and engineering standards and specifications, including but not limited to Southwest's regulation that provides for termination or shut off of a customer's water and/or sanitary sewer service in the event of any nonpayment of any bill or violation of any Southwest rule or regulation. In the event of a conflict between the Southwest Metropolitan Water and Sanitation District's rules and regulations, policies, and engineering standards and specifications and those of the District, Southwest's shall control;

(d) The organization of the District shall not in any way interfere with or otherwise adversely affect the imposition or collection of any Southwest rate, fee, toll, charge or property tax, including specifically any rates, fees, tolls, charges, or taxes that are imposed within the area of the Southwest Metropolitan Water and Sanitation overlapped by the District. Further, any lien that the Southwest Metropolitan Water and Sanitation District has or may have in the future for any reason, including but not limited to nonpayment of rates, fees, tolls, or charges shall have priority over any lien imposed by the District;

(e) At such time as all potable water and sanitary sewer improvements contemplated by this Service Plan have been completed, transferred to and finally accepted by the Southwest Metropolitan Water and Sanitation District, the District's potable water service authority and sanitary sewer service authority shall terminate and be of no further force and effect except as to the limited irrigation services contemplated by the Service Plan;

(f) The District shall not provide written notice to the Town pursuant to Sections 32-1-207(2) and 32-1-207(3)(b), C.R.S., without concurrently providing a copy of such notice to Southwest;

(g) Failure of the District to comply with any of the limitations set forth in this paragraph 5 shall be deemed a material modification of the Service Plan. All potable water and sanitary sewer facilities and improvements together with all easements and rights of way therefor that are to be transferred and conveyed to Southwest shall be so transferred and conveyed in full compliance with all Southwest requirements, including but not limited to Southwest's process for conditional and final acceptance. All easements shall be in a form acceptable to Southwest;

(h) Nothing herein contained shall relieve the Developer of any of its obligations and duties owed to Southwest under any agreement Developer has entered into with Southwest, including but not limited to any agreement and application for extension of water and/or sanitary sewer mains; and

(i) As long as the District possesses water and sewer service authority it shall not expand or otherwise include additional property within its territorial boundaries without Southwest's prior written consent.

(j) All limitations contained in the Resolution adopted by the Southwest Metropolitan Water and Sanitation District consenting to the organization of the District, a copy of which is attached hereto as Exhibit H.

(k) Nothing herein shall be construed as a limitation on the power and ability of the Metro District to provide irrigation services to Metro District owned and/or maintained landscape and open space improvements, or to own and/or operate surface stormwater collection, transmission, retention or detention facilities, as either are permitted under this Service Plan

Section 4. The consent herein granted is further expressly contingent upon the Metro District and Southwest entering into an intergovernmental agreement in the form attached hereto as Exhibit B and incorporated herein by this reference at the Metro District's organizational meeting.

ADOPTED this 28th day of July, 2017.

SOUTHWEST METROPOLITAN WATER
AND SANITATION DISTRICT

By: 

Anthony M. Dursey, President

Attest:

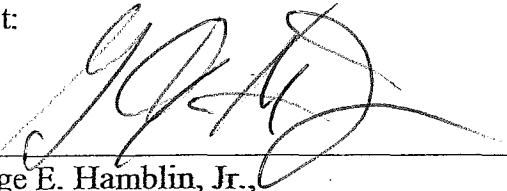

George E. Hamblin, Jr.,
Secretary/Treasurer

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

A TRACT OF LAND IN SOUTH 1/2 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 LOCATED IN THE NEVADA DITCH, 6 FEET WEST FROM CENTER OF NORTHEAST 1/4 OF SAID SECTION 30, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER OF SAID DITCH 1440 FEET, MORE OR LESS, TO CORNER NUMBER 2, THE POINT OF INTERSECTION OF CENTERLINE OF SAID DITCH WITH SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 30, SAID CORNER NUMBER 2 BEING 468 FEET, MORE OR LESS, WEST FROM SOUTHWEST CORNER OF SOUTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, THENCE EAST ALONG SOUTH LINE 1156.6 FEET MORE OR LESS TO CORNER NUMBER 3, THENCE NORTH 1320 FEET TO CORNER NUMBER 4, THENCE WEST 676.5 FEET, MORE OR LESS, TO CORNER NUMBER 1, THE PLACE OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 2:

NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN LYING EAST OF THE NEVADA DITCH,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

TRACT 3:

A TRACT OF LAND IN THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION 30, A PIN WITH CAP LS 9872,

THENCE SOUTH 00 DEGREES 49 MINUTES 17 SECONDS WEST 975.96 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4 TO THE TRUE POINT OF BEGINNING,

THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) THENCE SOUTH 83 DEGREES 44 MINUTES 02 SECONDS EAST, 27.77 FEET,
2) THENCE SOUTH 78 DEGREES 50 MINUTES 11 SECONDS EAST, 76.98 FEET,
3) THENCE SOUTH 83 DEGREES 20 MINUTES 28 SECONDS EAST, 15.55 FEET,
4) THENCE SOUTH 84 DEGREES 48 MINUTES 12 SECONDS EAST, 7.57 FEET,
5) THENCE NORTH 86 DEGREES 09 MINUTES 37 SECONDS EAST, 7.72 FEET,
6) THENCE NORTH 79 DEGREES 57 MINUTES 55 SECONDS EAST, 23.11 FEET,
7) THENCE NORTH 57 DEGREES 36 MINUTES 54 SECONDS EAST, 17.48 FEET,
8) THENCE NORTH 61 DEGREES 58 MINUTES 24 SECONDS EAST, 6.84 FEET,
9) THENCE NORTH 41 DEGREES 02 MINUTES 15 SECONDS EAST, 6.33 FEET,
10) THENCE NORTH 35 DEGREES 52 MINUTES 22 SECONDS EAST, 7.67 FEET,
11) THENCE NORTH 27 DEGREES 32 MINUTES 55 SECONDS EAST, 7.67 FEET,
12) THENCE NORTH 19 DEGREES 51 MINUTES 32 SECONDS EAST, 7.74 FEET,
13) THENCE NORTH 15 DEGREES 08 MINUTES 46 SECONDS EAST, 7.72 FEET,
14) THENCE NORTH 05 DEGREES 54 MINUTES 46 SECONDS EAST, 6.66 FEET,
15) THENCE NORTH 01 DEGREES 16 MINUTES 12 SECONDS WEST, 6.96 FEET,
16) THENCE NORTH 04 DEGREES 23 MINUTES 46 SECONDS EAST, 6.73 FEET,
17) THENCE NORTH 16 DEGREES 55 MINUTES 18 SECONDS WEST, 8.77 FEET,
18) THENCE NORTH 43 DEGREES 25 MINUTES 18 SECONDS EAST, 172.41 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE NEVADA DITCH,

THENCE ALONG THE CENTERLINE OF THE NEVADA DITCH THE FOLLOWING EIGHT (8) COURSES:

- 1) THENCE SOUTH 37 DEGREES 58 MINUTES 45 SECONDS EAST, 79.24 FEET
2) THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, 88.46 FEET
3) THENCE SOUTH 15 DEGREES 04 MINUTES 07 SECONDS EAST, 26.93 FEET
4) THENCE SOUTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 38.95 FEET
5) THENCE SOUTH 53 DEGREES 40 MINUTES 23 SECONDS WEST, 126.61 FEET
6) THENCE SOUTH 53 DEGREES 02 MINUTES 34 SECONDS WEST, 262.80 FEET
7) THENCE SOUTH 73 DEGREES 18 MINUTES 03 SECONDS WEST, 41.76 FEET
8) THENCE SOUTH 55 DEGREES 21 MINUTES 10 SECONDS WEST, 79.16 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 NORTHEAST 1/4,

THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST, 289.36 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING,

COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING AND AREA OF 104.283 ACRES, (4,542,589 SQUARE FEET), MORE OR LESS.



1529 MARKET STREET
SUITE 200
DENVER, CO 80202
(720) 473-3131

WILD PLUM
EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT BOUNDARY

DATE: 11/28/2016
SCALE: 1" = 500'
BY: JJC

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017 by and between the Southwest Metropolitan Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, (“Southwest”) and the Wild Plum Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, (“Metro District”), collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Metro District was organized to provide those services and to exercise powers as more particularly set forth in the Metro District’s Service Plan dated _____, 2017 as approved by the Board of Trustees of the Town of Columbine Valley, Colorado on _____ by Resolution No. _____ (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to and requires the execution of an Intergovernmental Agreement between Southwest and the Metro District; and

WHEREAS, Southwest and the Metro District have determined it to be in the best interest of their respective taxpayers, residents and property owners to enter into this Agreement.

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

COVENANTS AND AGREEMENTS

1. **Application of Southwest Rules and Regulations**. The Metro District hereby acknowledges that the property within its boundaries shall be subject to all of the rules, regulations, procedures, requirements, engineering standards, and specifications of Southwest, including without limitation, all rules, regulations, engineering standards and specifications relating to the provision of water and sanitary sewer service and the construction of water and sanitary sewer facilities. In the event of a conflict between Southwest’s rules, regulations, policies, requirements, engineering standards and specifications, and those of the Metro District, Southwest’s shall control.

2. **Limited Water and Sewer Service Authority**. As regards potable water and sanitary sewer service authority, the Metro District hereby agrees and acknowledges that it is organized for the limited purpose of financing, acquiring, and constructing certain potable water and sanitary sewer facilities for ultimate transfer and conveyance to

Southwest. Except for the limited period of time between completion of construction and final acceptance by Southwest, the Metro District is not intended to have the authority to operate, maintain, repair or replace any potable water or sanitary sewer facilities, nor is the Metro District intended to construct, finance or acquire any potable water or sanitary sewer facilities outside its boundaries except as specifically necessary to serve the needs of the Metro District community.

3. **Termination of Authority.** Except for the Metro District's limited irrigation service authority, the Metro District's power and authority to finance, construct and/or acquire potable water and sanitary sewer service facilities shall automatically terminate at such time as the Metro District has dedicated and conveyed to Southwest the potable water and sanitary sewer facilities contemplated by this Service Plan and the same have been finally accepted by Southwest. Nothing herein contained, however, shall preclude or prevent Southwest from enforcing any rights Southwest has against the Metro District under any application and agreement for extension of mains or any other agreement entered into between Southwest and the Metro District.

4. **Priority of Rules and Regulations.** The Metro District hereby agrees that the rules, regulations, policies, procedures, engineering standards and specifications of Southwest pertaining to the provision of potable water and sanitary sewer service and facilities shall supersede and have priority over those, if any, of the Metro District. Further, in the event of a conflict between the rules, regulations, policies, procedures, requirements, standards and specifications of Southwest and those of the Metro District, Southwest shall control.

5. **Rates and Charges.** The Metro District shall not in any way interfere with or otherwise preclude or prevent Southwest from enforcing and collecting any rate, fee, toll, charge or property tax, including but not limited to any rates, fees, tolls, charges or taxes that are imposed within the area of Southwest overlapped by the Metro District. Any lien that Southwest has for any reason, including but not limited to, non-payment of rates, fees, tolls or charges shall have priority over any lien imposed by the Metro District.

6. **Inclusion of Territory.** As long as the Metro District possesses potable water and sanitary sewer service authority, even of the limited nature specified herein, it agrees that it shall not expand or otherwise include additional property within its boundaries without Southwest's prior written consent.

7. **Service Plan.** The Metro District hereby agrees to comply with and/or perform, as appropriate, the provisions of subparagraphs (a) through (i) as set forth in Section V of the Metro District's Service Plan, which subparagraphs are hereby incorporated into this Agreement by this reference.

8. **Amendment.** This Agreement may be amended, modified, changed or terminated in whole or in part only by a written Agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

9. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunction or other appropriate relief including damages, as may be available according to the laws and statutes of the State of Colorado.

10. **Third Party Beneficiaries.** Except as otherwise stated herein, this Agreement is intended to describe the responsibilities and rights of and between the named parties and is not intended to and shall not be deemed to confer any rights upon any person or entity not named as a Party.

11. **Assignability.** Other than as specifically provided for in this Agreement, neither Southwest nor the Metro District shall assign their rights or delegate their duties hereunder without the prior written consent of the other Party.

12. **Successors and Assigns.** Subject to paragraph 10 above, this Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

SOUTHWEST METROPOLITAN WATER
AND SANITATION DISTRICT

By: _____
Anthony M. Dursey, President

Attest:

George E. Hamblin, Jr.,
Secretary/Treasurer

WILD PLUM METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

Exhibit J

Overlap Consent Resolution from South Suburban Parks and Recreation District

**RESOLUTION 2017-015 OF
THE BOARD OF DIRECTORS OF
SOUTH SUBURBAN PARK AND RECREATION DISTRICT
A RESOLUTION CONSENTING TO
THE ORGANIZATION AND OVERLAP OF
WILD PLUM METROPOLITAN DISTRICT
IN THE TOWN OF COLUMBINE VALLEY, COLORADO**

WHEREAS, South Suburban Park and Recreation District ("South Suburban") is a special district operating pursuant to Section 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, Section 32-1-107(2), C.R.S., provides that no special district may be organized wholly or partly within an existing special district providing the same service unless certain requirements are met; and

WHEREAS, Section 32-1-107(3)(b)(IV), C.R.S., provides that an overlapping special district may be authorized to provide the same service as the existing special district if, among other requirements, the board of directors for the special district consents to the overlapping special district providing the same service; and

WHEREAS, upon organization of the proposed Wild Plum Metropolitan District (the "District"), the boundaries of the District and South Suburban will overlap; and

WHEREAS, upon organization, the improvements and services to be provided by the District will be limited to those provided for in its Service Plan, and it has been represented to South Suburban that the proposed improvements will not duplicate or interfere with any services, improvements or facilities already constructed or planned to be constructed within South Suburban or services to be provided by South Suburban; and

WHEREAS, South Suburban desires to evidence its consent to the organization and overlap of the District, whose boundaries overlap with the boundaries and services of South Suburban.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH SUBURBAN PARK AND RECREATION DISTRICT:

That, pursuant to Section 32-1-107(3)(b)(IV), C.R.S., South Suburban hereby consents to the organization and overlap of the District subject to the provisions recited below:

1. The District shall only fund, construct, operate, and maintain those park and recreation improvements and services as provided for in its Service Plan, which shall be limited to open space, landscaping and trail improvements constructed and operated in collaboration with the Town of Columbine Valley.
2. None of the public improvements contemplated in the District's Service Plan or actually constructed by the District, including but not limited to any and all park and recreation improvements, shall be conveyed to, owned, operated, or

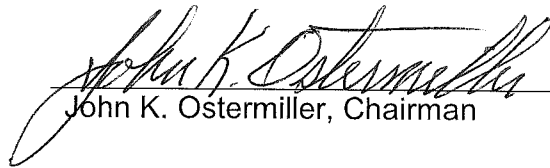
A RESOLUTION CONSENTING TO THE ORGANIZATION AND OVERLAP OF WILD PLUM METROPOLITAN DISTRICT IN THE TOWN OF COLUMBINE VALLEY, COLORADO

maintained by South Suburban, and South Suburban shall not have any such obligation related thereto, unless and until otherwise expressly agreed to in writing by South Suburban.

This Resolution Consenting to the Organization and Overlap of Wild Plum Metropolitan District is PASSED, APPROVED, AND ADOPTED this 26th day of July, 2017 by the Board of Directors of the South Suburban Park and Recreation District,

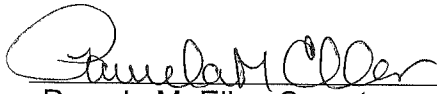
by a vote of 4 for and 0 against.

South Suburban Park and Recreation District, by



John K. Ostermiller, Chairman

ATTEST:



Pamela M. Eller, Secretary

RECEIVED

SEP 13 2017

Div of Local Government

RESOLUTION NO. 6
SERIES OF 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO APPROVING THE SERVICE PLAN FOR WILD PLUM METROPOLITAN DISTRICT; AND AUTHORIZING THE TOWN OF COLUMBINE VALLEY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF COLUMBINE VALLEY AND THE WILD PLUM METROPOLITAN DISTRICT, ENSURING COMPLIANCE WITH THE APPROVED SERVICE PLAN, AND THE TOWN OF COLUMBINE VALLEY MUNICIPAL CODE; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID INTERGOVERNMENTAL AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, §32-1-204.5, C.R.S. provides that no special district shall be organized within the boundaries of the Town of Columbine Valley (the "Town") except upon adoption of a resolution of the Board of Trustees (the "Board") approving the Service Plan of the proposed special district; and

WHEREAS, a service plan dated August 15, 2017, has been submitted to the Board for the Wild Plum Metropolitan District (the "District") in compliance with § 32-1-204.5 (the "Service Plan"); and

WHEREAS, the Service Plan has been submitted to the Board for the District in compliance with Trustee Bill No. 1, Series of 2017; and

WHEREAS, the territory of the proposed District is located wholly within the boundaries of the Town; and

WHEREAS, adequate notice of a public hearing of the Board to review the Service Plan has been given; and

WHEREAS, following the required notice the Board has conducted a public hearing on the Service Plan for the District and has made certain findings; and

WHEREAS, Section 5 of Trustee Bill No. 1, Series of 2017 requires that the District enter into an intergovernmental agreement with the Town regarding the enforcement of the Town Code provisions and the provisions of the Plan ("Intergovernmental Agreement"); and,

WHEREAS, the Board of Trustees of the Town believes it is in the best interest of the Town to waive the mill levy cap established in Trustee Bill No. 1, Series of 2017; and,

WHEREAS, the Board of Trustees of the Town believes it is in the best interest of the Town to approve the Service Plan and to enter into such Intergovernmental Agreement with the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO:

Section 1. The Board makes the following findings:

1. The Board has jurisdiction to hear this matter.
2. The Board deems it appropriate and in the best interests of the Town to waive the mill levy cap established in Trustee Bill No. 1, Series of 2017 given the adjustment residential assessment values which became effective during the time the Wild Plum Service Plan was pending before the Board.
3. The evidence presented at the public hearing held before the Board is satisfactory to show the following:
 - a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.
 - b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.
 - c. The proposed special district is capable of providing economical and sufficient service to the areas within its proposed boundaries.
 - d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
 - e. The Service Plan and all infrastructure and operations contemplated therein are in full compliance with the Town Master Plan.
 - f. The creation of the District will be in the best interests of the area proposed to be served.

Section 2. The Service Plan for the District is hereby approved, subject to the condition that the definition of IGA in the Service Plan be amended to allow for amendments to the form IGA provided with the Service Plan, to accommodate changes to the District's obligations related to Hunter Run Lane. Nothing herein limits the Town's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The Town's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the District or the achievability of the results.

Section 3. That the Intergovernmental Agreement between the Town and the District, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is found to

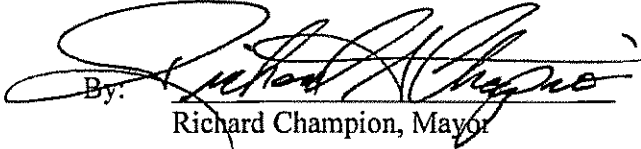
be a reasonable and acceptable agreement for enforcement of the Town Code provisions and the provisions of the Service Plan.

Section 4. That the Town be and is hereby authorized and directed to enter into the Intergovernmental Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town to said Intergovernmental Agreement.

Section 5. That entering into the Intergovernmental Agreement is found to be in the best interest of the Town, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 15 DAY OF August, 2017, BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO.

TOWN OF COLUMBINE VALLEY, a
Colorado municipal corporation

By: 
Richard Champion, Mayor

ATTEST:

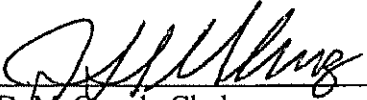
By: 
J.D. McCrumb, Clerk

Exhibit A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF COLUMBINE VALLEY
AND WILD PLUM METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (“Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley require the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement;

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

COVENANTS AND AGREEMENTS

1. Incorporation by Reference. The Service Plan and Title 18 of the Municipal Code of the Town of Columbine Valley Code (the “Special District Code”) are hereby incorporated in this agreement by this reference, and all capitalized terms not otherwise defined herein shall have the meanings given to them in the Service Plan. The District agrees to comply with all provisions of the Service Plan and the Special District Code.

2. Open Space. Tracts K, L, M and N in the Wild Plum Final Plat are currently owned by the District (the “Open Space”). The Open Space is subject to that easement agreement dated August 29, 1986 and recorded in the Arapahoe County Real Property records at Book 5979, Page 222 (the “Easement”). The Easement requires, *inter alia*, that changes in grading, impacts on ponding and dykes and any improvements associated therewith by submitted to the United States Army Corps of Engineers (the “USACE”) and other state, federal and local governments for review and approval (the “Governmental Approvals”). Tracts K, L, M and N are being modified by the addition of trails and other improvements in conjunction with the Wild Plum Development which will require Governmental Approvals that have not yet been obtained. The District shall work with the Wild Plum developer to diligently and expeditiously pursue the Governmental Approvals, and the District or the developer of Wild Plum shall pay all costs and

expenses associated with the Government Approvals. The District shall keep the Town advised during the processing of the Government Approvals.

Within thirty (30) days of the date that the District, or the developer of Wild Plum, has received all necessary Government Approvals for the Open Space, the District shall convey the Open Space to the Town via special warranty deed. The Town shall be entitled to all legally available remedies to enforce the right to receive a special warranty deed to the Open Space as provided herein, including but not limited to the right of specific performance. In the event the Town is required to exercise its remedies to obtain said deed to the Open Space, the District shall pay all Town costs, including attorney fees, associated with the Town's exercise of its remedies.

3. The Parties agree the Open Space shall be operated and maintained by the District as follows:

a. License. Immediately following the District's conveyance of the Open Space to the District, the Town shall grant the District a license in the form attached hereto as Attachment A (the "License") to permit the District to operate and maintain the Open Space.

b. Maintenance Obligation and Standards. The District shall manage, operate, maintain, repair, and rehabilitate the Open Space, including, without limitation, all permitting including future Governmental Approvals and any trails located thereon, pursuant to and in accordance with the Approved Development Plan, the Service Plan, the Easement and this Agreement. Maintenance of the Open Space shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The District's management and administration of the Open Space shall cause use of the Open Space to be in compliance with all applicable laws and regulations, including, but not limited to, those adopted by the Town.

c. Rules and Regulations. The District shall promulgate rules and regulations for the management of the Open Space (the "Rules and Regulations"). The Rules and Regulations shall permit public access to the Open Space for safe and aesthetically pleasing use in a manner harmonious with the nature of the Town and the Wild Plum development and that avoids overburdening the Open Space. The Rules and Regulations shall be subject to review and approval by the Town and shall not become effective until approved by the Town.

d. Budget. The District shall prepare a separate budget for the ongoing operation and maintenance of the Open Space (the "Open Space Budget"). No later than July 31 annually, the District shall submit the Open Space Budget to the Town for review and comment.

4. Hunter Run Lane. The District shall, on or before December 31, 2017, assume the obligation to operate, maintain and replace all landscaping (including irrigation planting, mowing and weeding) and lighting in all areas of Town right-of-way for the entire length of Hunter Run Lane. Such operation and maintenance shall be performed in a manner commensurate with the quality of the Town in general and according to best practices in the Denver metropolitan area. The street, curb and gutters for Hunter Run Lane will be operated and maintained by the Town, such operations to include snow plowing.

5. Insurance. The District shall secure and maintain for the term of this agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Town, and each of its trustees, employees, agents, and consultants from claims of personal injury, death, and property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

6. Indemnification. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this agreement or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

7. Bankruptcy Limitation. All of the limitations contained in the Service Plan and this agreement, including, but not limited to, those pertaining to any maximum mill levy the District is permitted to impose, have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

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

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

8. Enforcement. The parties agree that this agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions

of Title 32, Article 1, C.R.S., granting rights to municipalities or counties approving a service plan of a special district. The District also hereby agrees that the Town may enforce the District's obligations in Paragraph 3 regarding obtaining Governmental Approvals and conveying the Open Space to the Town by specific performance.

9. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

10. Amendment. This agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

11. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Arapahoe County, Colorado. In any proceeding brought to enforce the provisions of this agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

12. Beneficiaries. Except as otherwise stated herein, this agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

13. Effect of Invalidity. If any portion of this agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

14. Assignability. Neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

15. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically) or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

To the Town:
Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123
Phone: 303-795-1434
Email: town@columbinevalley.org

Copy to:
Lee E. Schiller
Town Attorney
Weiner and Schiller, P.C.
6412 So. Quebec Street
Englewood, CO 80111
Tel # 303 779 5200
Fax # 303 779 0736
E-mail: lschiller@wsmpc.com

To the District:
Wild Plum Metropolitan District
c/o CalAtlantic Homes
Attn: Kent Pederson
6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111
Phone: 303-486-5002
Email: Kent.Pederson@calatl.com

Copy to:
Spencer Fane LLP
Attn: Matthew R. Dalton
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Email: mdalton@spencerfane.com

16. Successors and Assigns. This agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Counterparts. This agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

18. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

19. Colorado Governmental Immunity Act. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this agreement.

WILD PLUM METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**TOWN OF COLUMBINE VALLEY,
COLORADO**

By: _____
Richard Champion, Mayor

ATTEST:

By: _____
Town Clerk

Attachment A
(to Intergovernmental Agreement)
Form of License Agreement

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is made and entered into this ____ day of _____, 2017 (the “Effective Date”) by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado (the “Town”), and WILD PLUM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town August 15, 2017, as amended from time to time (“Service Plan”); and

WHEREAS, the Town and the District entered into that certain Intergovernmental Agreement between the Town of Columbine Valley and Wild Plum Metropolitan District, dated as of _____, 2017 (the “IGA”); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the definitions given to them in the Service Plan and the IGA, and such definitions are incorporated herein by reference; and

WHEREAS, pursuant to the IGA, the Town agreed to grant the District a license to permit the District to operate and maintain the Open Space (as defined herein) within the District and desires to hereby grant said license.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. The Town hereby grants a non-exclusive license (the “License”) to the District, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Town’s property located in the County of Arapahoe, State of Colorado, as is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”) for the management, operation, maintenance, repair, and rehabilitation of the open space located thereon (the “Open Space”) in accordance with and pursuant to the IGA, the terms of which are incorporated herein by reference.

2. This Agreement and License shall be effective upon the Effective Date and shall continue in force and effect in perpetuity for so long as (a) the District maintains the Open Space such that there is no trail connectivity to any facility and/or trail system owned, operated, or maintained by the South Suburban Parks and Recreation District; (b) there are no parking lots installed in, upon, or adjacent to the Town Open Space; and (c) the District’s maintenance of the Open Space is consistent with the terms and provisions of the IGA; provided, however, that this Agreement and License may be terminated by the Town for convenience upon sixty (60) days’

notice to the District or for cause, immediately upon the occurrence of any condition or event set forth in subsections (a), (b), and (c) hereof.

3. The License is subject to all other easements, rights-of-way and other property interests of record on the Premises.

4. The Town reserves the right to grant further interests in the Premises so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Agreement by the District, its successors and permitted assigns, as described herein, such determination to be made by the Town in its reasonable discretion.

5. The District shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance obligation with respect to the Open Space. The District shall comply with all the fire and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Open Space during the term of this Agreement.

6. The District, at its sole cost and expense, shall restore the surface, to the extent reasonably practicable, of the Premises and repair all damage to other installations of the Town or third parties within or under the Premises that are disturbed, disrupted or damaged by District or its employees or third parties authorized by District. Failure to do so after ten (10) days' notice to the District shall, without more, grant to the Town, in addition to such other remedies as the Town may have available hereunder or under law, the right to engage in "self-help" actions to accomplish the restoration or repair required.

7. In the event the Town is required to enter the Premises to repair or maintain the Open Space to protect the integrity of the Open Space, the District shall be liable to the Town for all such costs incurred by or on behalf of the Town.

8. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the management, operation, maintenance, repair, and rehabilitation of the Open Space. It is specifically agreed that, except as provided in this License, the Town shall not take any action which would impair the lateral or subjacent support for the Open Space.

9. The District further covenants and agrees it shall utilize the Premises for the purposes set forth herein and for no other purpose and shall not use the Premises or permit it to be used for purposes prohibited by applicable federal, state, or local laws.

10. The Town and its duly authorized representatives, employees, and agents have the right to enter upon the Premises at any time for the purpose of inspecting the Open Space, making surveys and to do such other acts and things as it deems necessary for the protection of its interest therein, provided such entry and activities do not interfere with the rights granted to the District hereunder.

11. The District shall keep all of the Premises and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or supplies used or furnished for or in connection with any operations of the District, any alteration which the District may make or permit or cause to be made, or any work or construction by, for, or permitted by the District on or about the Premises, or any obligations of any kind incurred by the District, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Town and all of the Premises against all such liens and claims of liens and suits or other proceedings pertaining thereto.

12. To the extent permitted by law, the District shall indemnify, defend and hold harmless the Town and each of its trustees, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the District or any of its subcontractors, agents or employees, or the agents or employees of any subcontractors, in connection with this Agreement or the License provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the District shall not be liable for any claim, loss, damage, injury or liability arising out of intentional or negligent acts or omissions of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement. The District's obligations hereunder shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the District to defend in litigation, indemnify, or insure the Town against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

13. The District shall secure and maintain for the term of this Agreement adequate insurance coverage from companies licensed in the State of Colorado as will protect itself and the Indemnitees from claims of personal injury, death, or property damage, which may occur on or in connection with the Open Space. The Town and its trustees, officers, employees, and agents shall be named as an additional insured on the District's insurance policy. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the Town.

14. If the District is in default of any of the provision hereof, the Town shall provide written notice of said default to the District. The District shall have thirty (30) days to cure the default unless otherwise agreed to by the parties. If the District fails to cure the default within the time period provided, the Town shall be entitled to immediately terminate the License and may enter into the Premises, or any part thereof to terminate the interest of the District or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, and the Premises may be utilized by

the Town at the Town's discretion.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

17. This Agreement may not be assigned by either party without the prior written consent of the other party.

18. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

19. Nothing herein or any actions taken by the Town or the District pursuant to this Agreement shall be deemed a waiver of the sovereign immunity of the Town or the District, respectively, under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time.

20. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

21. Any financial obligations of the Town or the District under this Agreement shall be subject to annual appropriation by the Town or the District, respectively. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of either the Town or the District within the meaning of Article X, Section 20 of the Colorado Constitution.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

WILD PLUM METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

**TOWN OF COLUMBINE VALLEY,
COLORADO**

By: _____
Richard Champion, Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A
(to License Agreement)

Description of the Premises

Tracts K, L, M and N, Wild Plum Final Plat, recorded in the Office of the Clerk and Recorder for Arapahoe County, Colorado, on _____, 2017 at reception number _____.