

**AMENDED AND RESTATED  
CONSOLIDATED  
SERVICE PLAN  
FOR  
MURPHY CREEK METROPOLITAN DISTRICT NOS. 1-4  
AND  
SERVICE PLAN  
FOR  
MURPHY CREEK METROPOLITAN DISTRICT NO. 5  
CITY OF AURORA, COLORADO**

Prepared

by

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DIV OF LOCAL GOVERNMENT

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## I. INTRODUCTION

### A. Purpose and Intent.

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

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

### B. Need for the Districts.

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

### C. Objective of the City Regarding Districts' Service Plan.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of

all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

## **II. DEFINITIONS**

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

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master

Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20<sup>th</sup>) year; and (ii) shall be five (5) mills from the twenty-first (21<sup>st</sup>) year through the fortieth (40<sup>th</sup>) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20<sup>th</sup>) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21<sup>st</sup>) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

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

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Murphy Creek Metropolitan District Nos. 1 through 5, inclusive.

District No. 1: means the Murphy Creek Metropolitan District No. 1.

District No. 2: means the Murphy Creek Metropolitan District No. 2.

District No. 3: means the Murphy Creek Metropolitan District No. 3.

District No. 4: means the Murphy Creek Metropolitan District No. 4.

District No. 5: means the Murphy Creek Metropolitan District No. 5.

Districts: means District No. 1 and District Nos. 2, 3, 4 and 5 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

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.

Fees: means any fee imposed by a District for services, programs or facilities provided by a District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.



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

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-6**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

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

Initial District Boundary Map: means the maps attached hereto as **Exhibits C-1 through C-5**, inclusive, describing the initial boundaries of each of the Districts.

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

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

Operating District: means District No. 1.

Original Service Plan: means, collectively, the Consolidated Service Plan for Murphy Creek Metropolitan District Nos. 1, 2, 3 and 4, dated September 2, 1998, the First Modification to the Original Consolidated Service Plan for the Murphy Creek Metropolitan District Nos. 1, 2 and 3, dated September 16, 2003, and the Service Plan for Murphy Creek Metropolitan District No. 4, dated August 22, 2005, each as approved by the City Council, which Original Service Plan shall be replaced, in its entirety, with this Service Plan upon approval by the City Council.

Project: means the development or property commonly referred to as Murphy Creek.

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

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

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

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance 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.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

Taxing Districts: means District Nos. 1, 2, 3, 4 and 5.

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately nine hundred sixty-four (964) acres. Legal descriptions of the Initial District Boundaries for each of the Districts is attached hereto as **Exhibits A-1, A-2, A-3, A-4 and A-5**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries for each of the Districts is attached hereto as **Exhibits C-1, C-2, C-3, C-4 and C-5**. It is anticipated that the Districts' boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately nine hundred sixty-four (964) acres of residential and commercial land. The current assessed valuation of the Service Area is \$27,380,691 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately seven thousand eight hundred (7,800) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

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

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

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

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other

appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts' residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

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

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City or unless otherwise provided by the Districts as of the date hereof pursuant to the Original Service Plan.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the issuing 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.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. Except as otherwise issued, imposed or otherwise authorized pursuant to the Original Service Plan and existing as of the date of this Service Plan, on or before the effective date of approval by the City of an Approved Development Plan, a District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of One Hundred Fifty Million Dollars (\$150,000,000.00); provided, however, notwithstanding anything herein to the contrary, District No. 3 shall not individually issue Debt in excess of \$41,415,000 in accordance with the limitations provided for District No. 3 in the Original Service Plan.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the

restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

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

13. Consolidation Limitation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with another District.

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

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

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

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

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-14 above or in Section VII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined

in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Thirty Million Dollars (\$130,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

**VI. REGIONAL IMPROVEMENTS**

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed One Hundred Fifty Million Dollars (\$150,000,000.00) pursuant to agreements as described in VI.A, B, or C above; provided, however, notwithstanding anything herein to the contrary, that District No. 3 shall not individually issue Debt in excess of \$41,415,000 in accordance with the limitations provided for District No. 3 in the Original Service Plan.

Notwithstanding anything herein to the contrary, the ARI Mill Levy requirement set forth herein shall not be applicable to District No. 3 unless and until the eligible electors within District No. 3 approve at the November 2016 general election or any subsequent election thereafter a question authorizing the imposition of an operations and maintenance mill levy. Upon receipt of elector authorization, District No. 3's ARI Mill Levy obligation shall begin at the next available opportunity for certification of the mill levy. For example, if the elector authorization is received at the November 2016 election, District No. 3's obligation to impose the ARI Mill Levy will begin in 2016 (for collection year 2017)\_and will constitute year one (1) of the imposition.

## **VII. FINANCIAL PLAN**

### **A. General.**

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed One Hundred Fifty Million Dollars (\$150,000,000); provided, however, notwithstanding anything herein to the contrary, that District No. 3 shall not individually issue Debt in excess of \$41,415,000 in accordance with the limitations provided for District No. 3 in the Original Service Plan, and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

### **B. Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

### **C. Maximum Debt Mill Levy.**

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:



1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

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

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District or Districts" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Notwithstanding anything herein to the contrary, the Maximum Debt Mill Levy for District No. 3 shall not exceed 48.944 mills (which is the maximum mill levy set forth in the Original Service Plan for District No. 3 in the amount of 42.579 mills, as adjusted pursuant to the Gallagher Amendment) for so long as the current Debt issued by District No. 3 remains outstanding. In the event District No. 3 refinances its current outstanding Debt or issues new Debt, the Maximum Debt Mill Levy for District No. 3 shall be as set forth above.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year

of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, et seq., C.R.S.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement among the Districts and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

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

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

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

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

H. TABOR Compliance.

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

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Twelve Million Eight Hundred Thousand Dollars (\$12,800,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Nine Hundred Thousand Dollars (\$900,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

**VIII. ANNUAL REPORT**

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1<sup>st</sup> of each year following the year in which the Order and Decree creating each District has been issued. The Districts shall be permitted to submit a joint report.

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the Districts' Public Improvements as of December 31 of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts' financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

## **IX. DISSOLUTION**

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

## **X. DISCLOSURE TO PURCHASERS**

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

## **XI. INTERGOVERNMENTAL AGREEMENT**

The form of the Amended and Restated intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the Amended and Restated intergovernmental agreement in the form attached as **Exhibit D** at their first Board meeting after approval of this Service Plan and, for District No. 5, at its first meeting after its organizational election. Failure of the Districts to execute the Amended and Restated intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Amended and Restated intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

## **XII. CONCLUSION**

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
9. The creation of the Districts is in the best interests of the area proposed to be served.

Respectfully submitted this 4<sup>th</sup> day of May, 2016.

By: WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law  
Attorneys for the Districts and for the Proponents of District No. 5

**EXHIBIT A-1**

Legal Description of District No. 1

EXHIBIT B-1  
MURPHY CREEK METROPOLITAN DISTRICT NO. 1


Murphy Creek - Metro District  
Control Area - Commercial  
#197 - 6/22/00

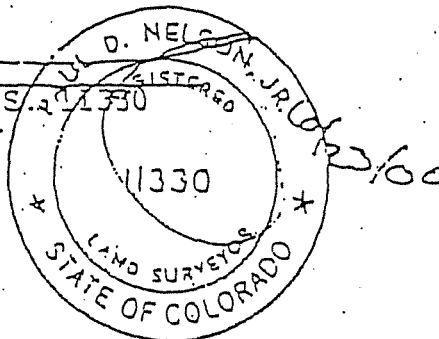
Property Description

A part of the Southeast 1/4 of Section 19, T. 4 S., R. 65 W., of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 19;  
Thence S 89°36'38" W, along the South line of said Southeast 1/4, a distance of 864.94 feet;  
Thence N 00°29'18" W, a distance of 1129.26 feet;  
Thence S 89°53'14" E, a distance of 666.75 feet;  
Thence S 00°06'46" W, a distance of 1053.46 feet;  
Thence N 89°36'38" E, a distance of 180.01 feet;  
Thence N 00°06'46" E, along a line parallel to and 30.00 feet equidistant from the East line of said Southeast 1/4, a distance of 1051.88 feet;  
Thence S 89°53'14" E, a distance of 30.00 feet to a point on the East line of said Southeast 1/4;  
Thence S 00°06'46" W, along said East line, a distance of 1121.62 feet to the POINT OF BEGINNING;

Containing 18.15 acres, more or less.

  
Paul D. Nelson, Jr., L.S. 11330  
as to description only



**EXHIBIT A-2**

Legal Description of District No. 2




A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. AND IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE N89°42'55"E 647.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 19;  
 THENCE S00°42'42"W 836.01 FEET;  
 THENCE S31°22'54"W 710.98 FEET;  
 THENCE S47°55'55"W 622.09 FEET;  
 THENCE S74°25'00"W 138.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THENCE 123.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°53'37", HAVING A RADIUS OF 715.00 FEET, AND WHOSE CHORD BEARS S 20°31'49"E 123.31 FEET;  
 THENCE N64°31'22"E 120.06 FEET;  
 THENCE S37°24'04"E 562.68 FEET;  
 THENCE S27°16'09"E 354.71 FEET;  
 THENCE S06°49'25"W 355.92 FEET;  
 THENCE S78°16'54"W 171.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THENCE 146.67 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°06'31", HAVING A RADIUS OF 3985.00 FEET, AND WHOSE CHORD BEARS S 10°39'50"E 146.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 111.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°56'07", HAVING A RADIUS OF 715.00 FEET, AND WHOSE CHORD BEARS S 14°04'38"E 111.39 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
 COMMERCIAL AREA NORTH


METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 6	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED ON FROM PAGE 1)

THENCE N71°27'18"E 155.33 FEET;  
 THENCE S28°55'49"E 156.64 FEET;  
 THENCE S67°17'58"E 128.23 FEET;  
 THENCE N68°20'07"E 90.00 FEET;  
 THENCE S21°39'53"E 97.56 FEET;  
 THENCE S20°04'37"W 165.12 FEET;  
 THENCE S01°22'24"E 182.00 FEET;  
 THENCE S50°34'12"W 143.17 FEET;  
 THENCE S80°36'59"W 44.24 FEET;  
 THENCE S09°23'01"E 70.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;  
 THENCE 46.60 ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH 89°00'32",  
 HAVING A RADIUS OF 30.00 FEET, AND WHOSE CHORD BEARS S 53°53'16"E 42.06  
 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 13.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A  
 CENTRAL ANGLE OF 00°59'29", HAVING A RADIUS OF 780.00 FEET, AND WHOSE CHORD  
 BEARS S 81°06'05"W 13.49 FEET;  
 THENCE S80°36'59"W 50.99 FEET;  
 THENCE S09°23'01"E 35.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE,  
 THENCE 170.81 ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL  
 ANGLE OF 08°53'50", HAVING A RADIUS OF 1100.00 FEET, AND WHOSE CHORD BEARS  
 S 85°03'51"W 170.64 FEET.  
 THENCE S89°30'46"W 138.33 FEET;  
 THENCE S00°29'04"E 1049.76 FEET;  
 THENCE S00°39'17"E 95.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST  
 ONE-QUARTER OF SAID SECTION 19;  
 THENCE S89°22'13"W 70.29 FEET ALONG SAID SOUTH LINE OF THE SOUTHWEST  
 ONE-QUARTER OF SECTION 19 TO THE SOUTHWEST CORNER OF SAID SECTION 19 ALSO  
 BEING THE SOUTHEAST CORNER OF SAID SECTION 24;  
 THENCE N00°29'03"W 1408.37 FEET ALONG THE WEST LINE OF SECTION 19 ALSO BEING  
 THE EAST LINE OF SAID SECTION 24 TO THE BEGINNING OF A CURVE;  
 THENCE 2397.54 ALONG THE ARC OF SAID CURVE TO THE, LEFT THROUGH A CENTRAL  
 ANGLE OF 35°57'38", HAVING A RADIUS OF 3820.00 FEET, AND WHOSE CHORD BEARS  
 N 18°27'53"W 2358.39 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 3)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA NORTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 2 of 6	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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THENCE N36°26'42"W 2017.23 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 24;  
THENCE N89°19'54"E 1912.82 FEET ALONG SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 24 TO THE POINT OF BEGINNING;  
CONTAINING 94.581 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 19 BEARS N89°42'55"E, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP.




-----  
JAMES B. RICHARDS, PLS  
COLORADO REG. NO. 38313  
FOR AND ON BEHALF OF  
ATWELL, LLC

**NOTICE:**

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA NORTH


METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 2 of 6	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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Drawn:	AWM		
Checked:	JBR		
Job No.:	16000267		

A TRACT OF LAND LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE N00°27'43"W 5080.48 FEET ALONG THE WEST LINE OF SAID SECTION 30 TO THE NORTHWEST CORNER OF SAID SECTION 30;  
 THENCE N89°22'13"E 1370.93 FEET ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 30;  
 THENCE S00°37'51"E 205.92 FEET;  
 THENCE S46°16'11"W 158.35 FEET;  
 THENCE S25°47'58"W 290.03 FEET;  
 THENCE N85°31'27"W 156.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THENCE 388.12 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH 28°30'36", HAVING A RADIUS OF 780.00 FEET, AND WHOSE CHORD BEARS S 18°43'52"W 384.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 160.75 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°48'28", HAVING A RADIUS OF 780.00 FEET, AND WHOSE CHORD BEARS S 38°53'25"W 160.46 FEET.  
 THENCE S44°47'39"W 380.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THENCE 908.03 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH 74°22'35", HAVING A RADIUS OF 699.50 FEET, AND WHOSE CHORD BEARS S 07°48'36"W 845.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 476.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH 36°48'55", HAVING A RADIUS OF 742.17 FEET, AND WHOSE CHORD BEARS S 13°42'43"E 468.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 573.13 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH 43°22'49", HAVING A RADIUS OF 756.98 FEET, AND WHOSE CHORD BEARS S 56°47'36"E 559.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.  
 THENCE 445.85 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°10'13", HAVING A RADIUS OF 726.34 FEET, AND WHOSE CHORD BEARS S 17°36'20"E 438.89 FEET;  
 THENCE S00°28'29"E 131.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, THENCE 619.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°54'44", HAVING A RADIUS OF 725.41 FEET, AND WHOSE CHORD BEARS S25°29'52"E 600.64 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
 COMMERCIAL AREA SOUTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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THENCE S50°31'15"E 1019.27 FEET;  
THENCE S39°28'45"W 68.60 FEET TO THE BEGINNING OF A CURVE;  
THENCE 880.98 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE  
OF 49°58'35", HAVING A RADIUS OF 1010.00 FEET, AND WHOSE CHORD BEARS S 64°28'03"W 853.31  
FEET.  
THENCE S89°27'20"W 1273.63 FEET TO THE POINT OF BEGINNING;  
CONTAINING 116.397 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19  
BEARS N89°22'13"E, MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 19 BY A FOUND 2  
1/2 INCH ALUMINUM CAP, AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND  
2 1/2 INCH ALUMINUM CAP.



-----  
JAMES B. RICHARDS, PLS  
COLORADO REG. NO. 38313  
FOR AND ON BEHALF OF  
ATWELL, LLC

**NOTICE:**

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE  
MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA SOUTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION

	Date: 4/26/2016	Sheet
	Drawn: AWM	2
	Checked: JBR	of
	Job No.: 16000267	5



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143 UNION BOULEVARD, SUITE 700  
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**EXHIBIT A-3**


Legal Description of District No. 3

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19;  
 THENCE S89°48'33"W 209.99 FEET ALONG THE NORTH LINE OF THE NORTH EAST ONE-QUARTER OF SAID SECTION 19;  
 THENCE S00°11'27"E 55.13 FEET TO THE POINT OF BEGINNING;  
 THENCE S00°06'41"E 2571.96 FEET;  
 THENCE S00°07'28"E 1911.55 FEET;  
 THENCE S89°52'56"W 662.49 FEET;  
 THENCE S00°43'32"E 653.38 FEET;  
 THENCE S89°22'24"W 1285.94 FEET;  
 THENCE N13°17'05"W 445.77 FEET;  
 THENCE N35°17'31"W 505.19 FEET;  
 THENCE N36°13'13"E 165.00 FEET;  
 THENCE S82°14'07"E 609.79 FEET;  
 THENCE N85°05'05"E 566.54 FEET;  
 THENCE S38°37'51"E 169.17 FEET;  
 THENCE N51°22'09"E 30.82 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 645.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°05'43", HAVING A RADIUS OF 710.00 FEET, AND WHOSE CHORD BEARS N25°19'18"E 623.55 FEET;  
 THENCE N00°43'33"W 62.35 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 36.49 FEET ALONG THE ARC OF SAID CURVE TO TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°40'48", HAVING A RADIUS OF 780.00 FEET, AND WHOSE CHORD BEARS N00°36'51"E 36.48 FEET;  
 THENCE N88°02'45"W 32.60 FEET;  
 THENCE N70°30'30"W 183.62 FEET;  
 THENCE N44°27'59"W 528.18 FEET;  
 THENCE N02°57'18"E 219.64 FEET;  
 THENCE N27°13'12"W 99.14 FEET;  
 THENCE N32°52'21"W 372.70 FEET;  
 THENCE N08°22'43"W 292.96 FEET;  
 THENCE N70°38'45"E 208.05 FEET;  
 THENCE N00°22'42"E 400.65 FEET;  
 THENCE N17°36'43"W 168.08 FEET;  
 THENCE N17°38'19"W 609.86 FEET;  
 THENCE N66°51'41"W 243.10 FEET;  
 THENCE N70°23'36"W 670.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;  
 THENCE 193.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'24", HAVING A RADIUS OF 939.38 FEET, AND WHOSE CHORD BEARS S59°21'05"W 193.23 FEET;  
 THENCE N36°33'07"W 70.00 FEET;  
 THENCE N83°36'12"W 114.88 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
 PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	4/26/2016		
Drawn:	AWM		
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Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE N51°09'46"W 158.28 FEET;  
THENCE N86°35'13"W 416.88 FEET;  
THENCE N71°52'31"W 846.01 FEET;  
THENCE N06°29'38"E 404.84 FEET;  
THENCE N89°42'43"E 1596.94 FEET;  
THENCE N89°48'31"E 2432.11 FEET TO THE POINT OF BEGINNING.  
CONTAINING 203.080 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19 BEARS N89°48'31"E, MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 19 BY A FOUND 1/2 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND 2 1/2 INCH ALUMINUM CAP.



JAMES B. RICHARDS, PLS  
COLORADO REG. NO. 38313  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE:

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION

	Date: 4/26/2016	Sheet 2 of 5
	Drawn: AWM	
	Checked: JBR	
	Job No.: 16000267	



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A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19;  
 THENCE N89°42'55"E 1006.11 FEET ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 19;  
 THENCE S00°17'05"E 1014.24 FEET TO THE POINT OF BEGINNING;  
 THENCE N86°28'43"E 459.92 FEET;  
 THENCE S73°11'18"E 522.44 FEET;  
 THENCE S47°52'09"E 240.00 FEET;  
 THENCE N42°07'51"E 350.77 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 48.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°55'47", HAVING A RADIUS OF 939.38 FEET, AND WHOSE CHORD BEARS N43°35'45"E 48.03 FEET;  
 THENCE S65°05'08"E 364.92 FEET;  
 THENCE S62°01'53"E 406.93 FEET;  
 THENCE S45°06'47"E 237.51 FEET;  
 THENCE S14°47'00"E 218.48 FEET;  
 THENCE S78°18'11"W 203.90 FEET;  
 THENCE S06°14'40"E 514.41 FEET;  
 THENCE S08°11'34"E 510.19 FEET;  
 THENCE S32°38'07"E 380.00 FEET;  
 THENCE S21°21'39"W 197.83 FEET;  
 THENCE S37°31'07"E 165.53 FEET;  
 THENCE S48°33'27"E 309.15 FEET;  
 THENCE S29°51'06"E 293.10 FEET;  
 THENCE S67°50'41"W 166.02 FEET;  
 THENCE N83°16'57"W 884.94 FEET;  
 THENCE N08°31'50"W 769.82 FEET;  
 THENCE N18°45'43"W 755.47 FEET;  
 THENCE S60°10'59"W 209.30 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 70.74 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°55'44", HAVING A RADIUS OF 271.50 FEET, AND WHOSE CHORD BEARS S67°38'50"W 70.54 FEET;  
 THENCE S75°06'42"W 371.19 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 173.23 ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°38'23", HAVING A RADIUS OF 278.50 FEET, AND WHOSE CHORD BEARS S 57°17'31"W 170.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;  
 THENCE 31.59 ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°29'05", HAVING A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S 84°42'52"W 28.40 FEET;  
 THENCE S50°02'35"E 158.16 FEET TO THE BEGINNING OF A CURVE;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
 PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	4/26/2016		
Drawn:	AWM		
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Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE 1254.95 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°37'49", HAVING A RADIUS OF 830.00 FEET, AND WHOSE CHORD BEARS S 06°43'41"E 1138.78 FEET;  
THENCE N53°24'47"W 121.55 FEET;  
THENCE N35°21'51"W 950.00 FEET;  
THENCE N70°25'00"W 372.38 FEET;  
THENCE N23°31'19"W 860.00 FEET;  
THENCE N11°36'25"E 226.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE,  
THENCE 368.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°04'47", HAVING A RADIUS OF 780.00 FEET, AND WHOSE CHORD BEARS N 64°51'12"W 365.23 FEET;  
THENCE N41°39'20"E 1021.22 FEET TO THE POINT OF BEGINNING;  
CONTAINING 127.292 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 19 BEARS N89°42'55"E, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP.



JAMES B. RICHARDS, PLS  
COLORADO REG. NO. 38313  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE:

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION

	Date: 4/26/2016	Sheet 2 of 5
	Drawn: AWM	
	Checked: JBR	
	Job No.: 16000267	



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A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;  
 THENCE N89°22'13"E 1930.06 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19;  
 THENCE N00°37'47"W 69.99 FEET TO THE POINT OF BEGINNING;  
 THENCE N21°49'42"E 765.13 FEET;  
 THENCE N89°22'09"E 170.00 FEET;  
 THENCE S38°18'41"E 306.39 FEET;  
 THENCE S15°10'46"E 480.00 FEET;  
 THENCE S89°22'24"W 51.86 FEET;  
 THENCE S89°22'09"W 718.31 FEET TO THE POINT OF BEGINNING;  
 CONTAINING 8.294 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19 BEARS N89°22'13"E, MONUMENTED AT THE SOUTHWEST CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP, AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP.




JAMES B. RICHARDS, PLS  
 COLORADO REG. NO. 38313  
 FOR AND ON BEHALF OF  
 ATWELL, LLC

**NOTICE:**

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
 PARCEL 3

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 3	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	4/26/2016		
Drawn:	AWM		
Checked:	JBR		
Job No.:	16000267		


A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE N00°28'58"E 238.85 FEET ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19;  
 THENCE N89°30'56"E 70.00 FEET TO THE POINT OF BEGINNING;  
 THENCE N00°29'04"W 846.11 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°59'50", HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 44°30'51"E 35.35 FEET.  
 THENCE N89°30'46"E 113.33 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 176.23 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°53'47", HAVING A RADIUS OF 1135.00 FEET, AND WHOSE CHORD BEARS N 85°03'53"E 176.06 FEET.  
 THENCE N80°36'59"E 51.00 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 167.52 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°31'06", HAVING A RADIUS OF 710.00 FEET, AND WHOSE CHORD BEARS N 87°22'33"E 167.13 FEET;  
 THENCE N10°27'40"E 588.18 FEET;  
 THENCE N08°25'58"W 127.59 FEET;  
 THENCE N42°07'39"E 74.52 FEET;  
 THENCE S49°13'18"E 279.08 FEET;  
 THENCE S00°14'16"E 137.53 FEET;  
 THENCE S19°01'57"E 258.79 FEET;  
 THENCE S46°14'44"W 90.25 FEET;  
 THENCE S14°35'45"W 57.52 FEET;  
 THENCE S19°42'12"E 166.93 FEET;  
 THENCE S82°52'35"E 513.09 FEET;  
 THENCE S08°56'28"E 284.04 FEET;  
 THENCE S24°26'30"E 251.78 FEET;  
 THENCE S30°51'40"W 470.61 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
 PARCEL 4

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	4/26/2016		
Drawn:	AWM		
Checked:	JBR		
Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE S89°22'09"W 845.60 FEET;  
THENCE N00°29'11"W 168.72 FEET;  
THENCE S89°22'09"W 503.70 FEET TO THE POINT OF BEGINNING;

CONTAINING 37.631 ACRES (MORE OR LESS)

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19 BEARS N89°22'13"E, MONUMENTED AT THE SOUTHWEST CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP, AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 19 BY A FOUND 3 1/4 INCH ALUMINUM CAP.



-----  
JAMES B. RICHARDS, PLS  
COLORADO REG. NO. 38313  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE:

THE BEARINGS AND DISTANCES REPRESENTED HEREIN, DO NOT REPRESENT A FIELD SURVEY AND ARE MEASUREMENTS OBTAINED FROM RECORD DOCUMENTS ONLY.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 4

METROPOLITAN DISTRICT LEGAL DESCRIPTION

	Date: 4/26/2016	Sheet 2 of 5
	Drawn: AWM	
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	Job No.: 16000267	



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**EXHIBIT A-4**


Legal Description of District No. 4

A TRACT OF LAND LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30;

THENCE S89°22'24"W, 210.52 FEET ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 30;  
THENCE LEAVING SAID NORTH LINE, S00°37'36"E, 70.01 FEET TO THE POINT OF BEGINNING;  
THENCE S00°12'28"E, 5019.20 FEET;  
THENCE S89°28'00"W, 3767.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;  
THENCE 881.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°59'15", HAVING A RADIUS OF 1010.00 FEET, AND WHOSE CHORD BEARS N64°28'23"E, 853.49 FEET;  
THENCE N39°28'45"E, 69.25 FEET;  
THENCE N50°31'15"W, 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;  
THENCE 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS N84°28'45"E, 28.28 FEET;  
THENCE N39°28'45"E, 268.11 FEET TO THE BEGINNING OF A CURVE;  
THENCE 1262.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°00'23", HAVING A RADIUS OF 1438.58 FEET, AND WHOSE CHORD BEARS N64°36'55"E, 1222.13 FEET;  
THENCE N89°45'04"E, 190.13 FEET;  
THENCE N08°43'14"W, 259.02 FEET;  
THENCE S85°45'13"W, 354.52 FEET;  
THENCE N21°45'59"W, 169.25 FEET;  
THENCE N68°14'01"E, 178.39 FEET;  
THENCE N40°22'26"E, 68.06 FEET;  
THENCE N25°25'46"E, 57.78 FEET;  
THENCE N20°29'16"W, 53.38 FEET;  
THENCE N31°34'20"W, 335.28 FEET;  
THENCE N18°03'47"W, 125.48 FEET;  
THENCE N45°34'55"W, 111.36 FEET;  
THENCE N32°42'53"E, 250.73 FEET;  
THENCE N48°49'23"W, 351.65 FEET;  
THENCE N22°39'44"W, 671.71 FEET;  
THENCE N40°57'40"W, 661.28 FEET;  
THENCE N20°20'19"E, 96.41 FEET;  
THENCE N56°06'27"E, 520.19 FEET;  
THENCE N40°36'49"E, 467.30 FEET;  
THENCE N39°33'46"E, 448.79 FEET;  
THENCE N08°22'37"E, 63.64 FEET;  
THENCE N89°22'24"E, 726.87 FEET;  
THENCE S00°14'10"E, 260.01 FEET;  
THENCE N89°22'24"E, 330.01 FEET;  
THENCE N05°02'54"E, 214.28 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

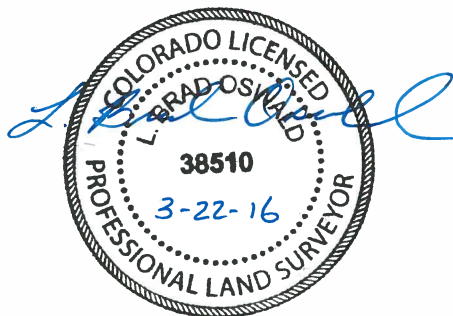
MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION		 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100	
	Date: 3/22/2016		Sheet
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	Checked: LBO		of
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(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE N00°43'34"W, 46.77 FEET;  
THENCE N89°22'24"E, 756.49 FEET TO THE POINT OF BEGINNING.  
CONTAINING 269.554 ACRES (MORE OR LESS).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 30 BEARS N89°22'13"E, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP.



-----  
L. BRAD OSWALD, PLS  
COLORADO REG. NO. 38510  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 3/22/2016	Sheet 2 of 5
Drawn: AWM	
Checked: LBO	
Job No.: 16000267	



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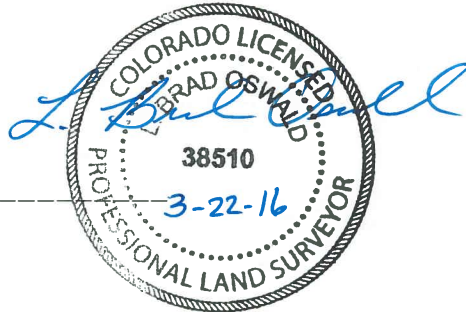
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LAKEWOOD, CO 80228  
303.462.1100



A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 30,  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA,  
 COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY  
 DESCRIBED AS FOLLOW:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE  
 N89°22'13"E, 1929.04 FEET ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID  
 SECTION 30;  
 THENCE LEAVING SAID NORTH LINE, S00°37'47"E, 70.01 FEET TO THE POINT OF  
 BEGINNING;  
 THENCE N89°22'13"E, 962.07 FEET;  
 THENCE S04°42'33"E, 61.83 FEET;  
 THENCE S46°42'15"W, 427.09 FEET;  
 THENCE S54°12'18"W, 226.03 FEET;  
 THENCE S55°48'35"W, 324.93 FEET;  
 THENCE N43°22'50"W, 252.91 FEET;  
 THENCE S33°13'44"W, 121.02 FEET;  
 THENCE N65°17'10"W, 115.38 FEET;  
 THENCE N07°05'07"W, 449.15 FEET;  
 THENCE N89°22'09"E, 197.00 FEET;  
 THENCE N00°37'51"W, 80.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 11.161 ACRES (MORE OR LESS).


BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER  
 OF SAID SECTION 30 BEARS N89°22'13"E, MONUMENTED AT THE NORTHWEST  
 CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP, AT THE  
 NORTH ONE-QUARTER CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH  
 ALUMINUM CAP.



-----  
 L. BRAD OSWALD, PLS  
 COLORADO REG. NO. 38510  
 FOR AND ON BEHALF OF  
 ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL  
 ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS  
 AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION  
 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN  
 (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
 PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 3	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	3/22/2016		
Drawn:	AWM		
Checked:	LBO		
Job No.:	16000267		

**EXHIBIT A-5**


Legal Description of District No. 5

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE S39°20'42"E, 1379.49 FEET TO THE POINT OF BEGINNING;  
 THENCE N47°12'47"E, 126.04 FEET;  
 THENCE N86°34'14"E, 56.79 FEET;  
 THENCE S69°56'13"E, 94.12 FEET;  
 THENCE N62°12'03"E, 101.08 FEET;  
 THENCE N51°31'33"E, 72.65 FEET;  
 THENCE N48°41'54"E, 134.96 FEET;  
 THENCE N61°41'42"E, 122.09 FEET;  
 THENCE N87°04'58"E, 89.37 FEET;  
 THENCE S18°47'08"E, 301.51 FEET;  
 THENCE S11°33'10"W, 420.55 FEET;  
 THENCE S30°40'34"E, 432.83 FEET;  
 THENCE S58°14'43"E, 251.56 FEET;  
 THENCE S07°30'17"E, 304.54 FEET;  
 THENCE S10°49'49"E, 322.40 FEET;  
 THENCE S85°36'17"E, 220.00 FEET;  
 THENCE S38°38'53"E, 301.69 FEET;  
 THENCE S35°26'10"W, 220.22 FEET;  
 THENCE S49°51'41"W, 189.45 FEET;  
 THENCE S62°37'03"W, 335.10 FEET;  
 THENCE N84°22'41"W, 76.44 FEET;  
 THENCE N33°23'03"W, 70.86 FEET;  
 THENCE N09°33'14"E, 255.22 FEET;  
 THENCE N06°48'56"W, 245.14 FEET;  
 THENCE N20°27'21"W, 264.09 FEET;  
 THENCE N33°04'59"W, 131.24 FEET;  
 THENCE N56°12'26"W, 286.35 FEET;  
 THENCE S81°55'36"W, 145.46 FEET;  
 THENCE N53°25'54"W, 72.64 FEET;  
 THENCE N02°39'55"W, 114.41 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

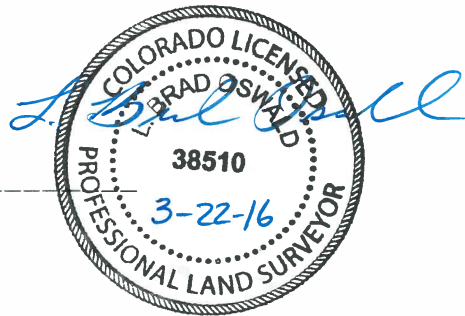
MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
 PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 4	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	3/22/2016		
Drawn:	AWM		
Checked:	LBO		
Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE N08°59'46"W, 537.16 FEET;  
THENCE N18°28'24"W, 248.87 FEET;  
THENCE N38°39'05"W, 191.90 FEET;  
THENCE N37°23'42"W, 121.18 FEET TO THE POINT OF BEGINNING.  
CONTAINING 30.651 ACRES (MORE OR LESS).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 30 BEARS N89°22'13"E, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP.



-----  
L. BRAD OSWALD, PLS  
COLORADO REG. NO. 38510  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
	Sheet
Date: 3/22/2016	2
Drawn: AWM	of
Checked: LBO	4
Job No.:16000267	

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A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 30,  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF  
 AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE  
 PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE  
 S23°05'14"E, 1365.90 FEET TO THE POINT OF BEGINNING;  
 THENCE S36°55'43"E, 228.12 FEET;  
 THENCE S26°42'35"E, 334.61 FEET;  
 THENCE S11°59'23"E, 383.60 FEET;  
 THENCE S27°19'20"E, 350.82 FEET;  
 THENCE S79°23'46"E, 174.30 FEET;  
 THENCE S50°55'36"E, 130.40 FEET;  
 THENCE S19°12'20"E, 340.62 FEET;  
 THENCE S01°25'07"E, 352.31 FEET;  
 THENCE S18°42'51"W, 373.12 FEET;  
 THENCE S75°37'40"W, 241.29 FEET TO THE BEGINNING OF A  
 NON-TANGENT CURVE,  
 THENCE 170.47 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT  
 THROUGH A CENTRAL ANGLE OF 13°06'38", HAVING A RADIUS OF 745.00  
 FEET, AND WHOSE CHORD BEARS N07°01'48"W, 170.10 FEET;  
 THENCE N 00°28'29"W, 131.56 FEET TO A POINT OF REVERSE CURVATURE;  
 THENCE 1019.10 FEET ALONG THE ARC OF SAID REVERSE CURVE TO THE  
 LEFT THROUGH A CENTRAL ANGLE OF 78°22'33", HAVING A RADIUS OF  
 745.00 FEET, AND WHOSE CHORD BEARS N39°39'46"W, 941.48 FEET TO  
 THE BEGINNING OF A NON-TANGENT CURVE;  
 THENCE 476.82 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 36°40'14", HAVING A RADIUS OF 745.00  
 FEET, AND WHOSE CHORD BEARS N13°42'43"W, 468.72 FEET TO A POINT  
 OF REVERSE CURVATURE;  
 THENCE 907.32 FEET ALONG THE ARC OF SAID REVERSE CURVE TO THE  
 RIGHT THROUGH A CENTRAL ANGLE OF 73°58'04", HAVING A RADIUS OF  
 702.81 FEET, AND WHOSE CHORD BEARS N07°48'36"E, 845.61 FEET;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
 PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 4
Date:	3/22/2016	
Drawn:	AWM	
Checked:	LBO	
Job No.:	16000267	



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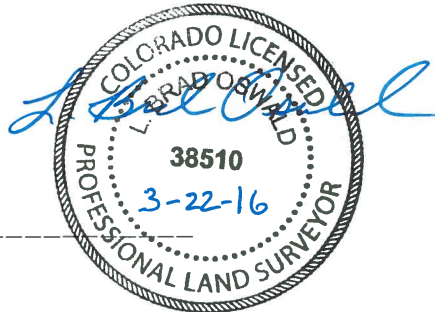
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 303.462.1100

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE N44°47'39"E, 72.34 FEET TO THE POINT OF BEGINNING.  
CONTAINING 25.812 ACRES (MORE OR LESS).


BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER  
OF SAID SECTION 30 BEARS N89°22'13"E, MONUMENTED AT THE NORTHWEST  
CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP, AT THE  
NORTH ONE-QUARTER CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH  
ALUMINUM CAP.



-----  
L. BRAD OSWALD, PLS  
COLORADO REG. NO. 38510  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL  
ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS  
AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION  
BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN  
(10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 2


METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 2 of 4	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	3/22/2016		
Drawn:	AWM		
Checked:	LBO		
Job No.:	16000267		

A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF SECTION 30,  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF  
 AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE  
 PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE  
 S19°47'20"E, 4371.87 FEET TO THE POINT OF BEGINNING;  
 THENCE N61°16'13"E, 407.83 FEET;  
 THENCE N53°20'10"E, 179.91 FEET;  
 THENCE N32°53'10"E, 149.67 FEET;  
 THENCE N57°25'14"E, 169.36 FEET;  
 THENCE N66°57'20"E, 217.72 FEET;  
 THENCE N57°20'30"E, 176.52 FEET;  
 THENCE N32°42'53"E, 659.21 FEET;  
 THENCE S00°19'55"E, 75.51 FEET;  
 THENCE S24°34'38"E, 121.54 FEET;  
 THENCE S46°09'52"E, 131.69 FEET;  
 THENCE S30°34'28"E, 127.86 FEET;  
 THENCE S34°45'34"W, 45.44 FEET;  
 THENCE N79°54'33"W, 121.18 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 154.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 118°00'50", HAVING A RADIUS OF 75.00  
 FEET, AND WHOSE CHORD BEARS S41°04'59"W, 128.58 FEET;  
 THENCE S17°55'27"E, 178.51 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 60.06 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT  
 THROUGH A CENTRAL ANGLE OF 40°29'04", HAVING A RADIUS OF 85.00  
 FEET, AND WHOSE CHORD BEARS S02°18'59"W, 58.82 FEET;  
 THENCE S22°33'31"W, 163.10 FEET TO THE BEGINNING OF A CURVE;  
 THENCE 79.23 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 39°28'27", HAVING A RADIUS OF 115.00  
 FEET, AND WHOSE CHORD BEARS S02°49'11"W, 77.67 FEET;  
 THENCE S16°55'03"E, 86.25 FEET TO THE BEGINNING OF A NON-TANGENT  
 CURVE;

(LEGAL DESCRIPTION CONTINUED ON PAGE 2)

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
 PARCEL 3

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 1 of 4	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	3/22/2016		
Drawn:	AWM		
Checked:	LBO		
Job No.:	16000267		

(LEGAL DESCRIPTION CONTINUED FROM PAGE 1)

THENCE 828.72 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°00'23", HAVING A RADIUS OF 1438.58 FEET, AND WHOSE CHORD BEARS S55°58'57"W, 817.31 FEET;

THENCE S39°28'45"W, 268.11 FEET TO THE BEGINNING OF A CURVE;

THENCE 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 20.00 FEET, AND WHOSE CHORD BEARS S84°28'45"W, 28.28 FEET;

THENCE N50°31'15"W, 709.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.389 ACRES (MORE OR LESS).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 30 BEARS N89°22'13"E, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP, AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30 BY A FOUND 2 1/2 INCH ALUMINUM CAP.




L. BRAD OSWALD, PLS  
COLORADO REG. NO. 38510  
FOR AND ON BEHALF OF  
ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 3

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
Date: 3/22/2016	Sheet 2 of 4
Drawn: AWM	
Checked: LBO	
Job No.: 16000267	

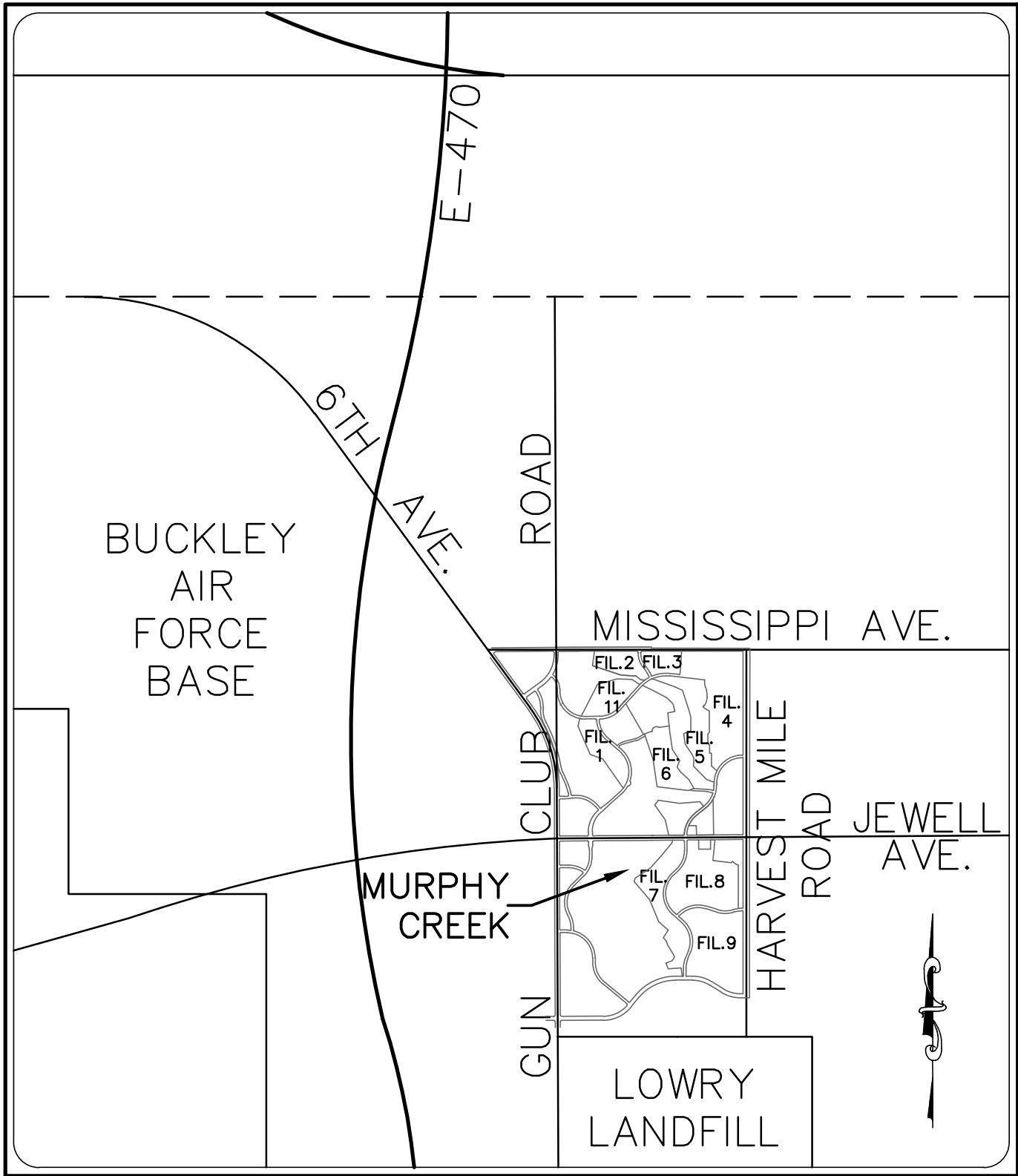


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**EXHIBIT B**

Aurora Vicinity Map



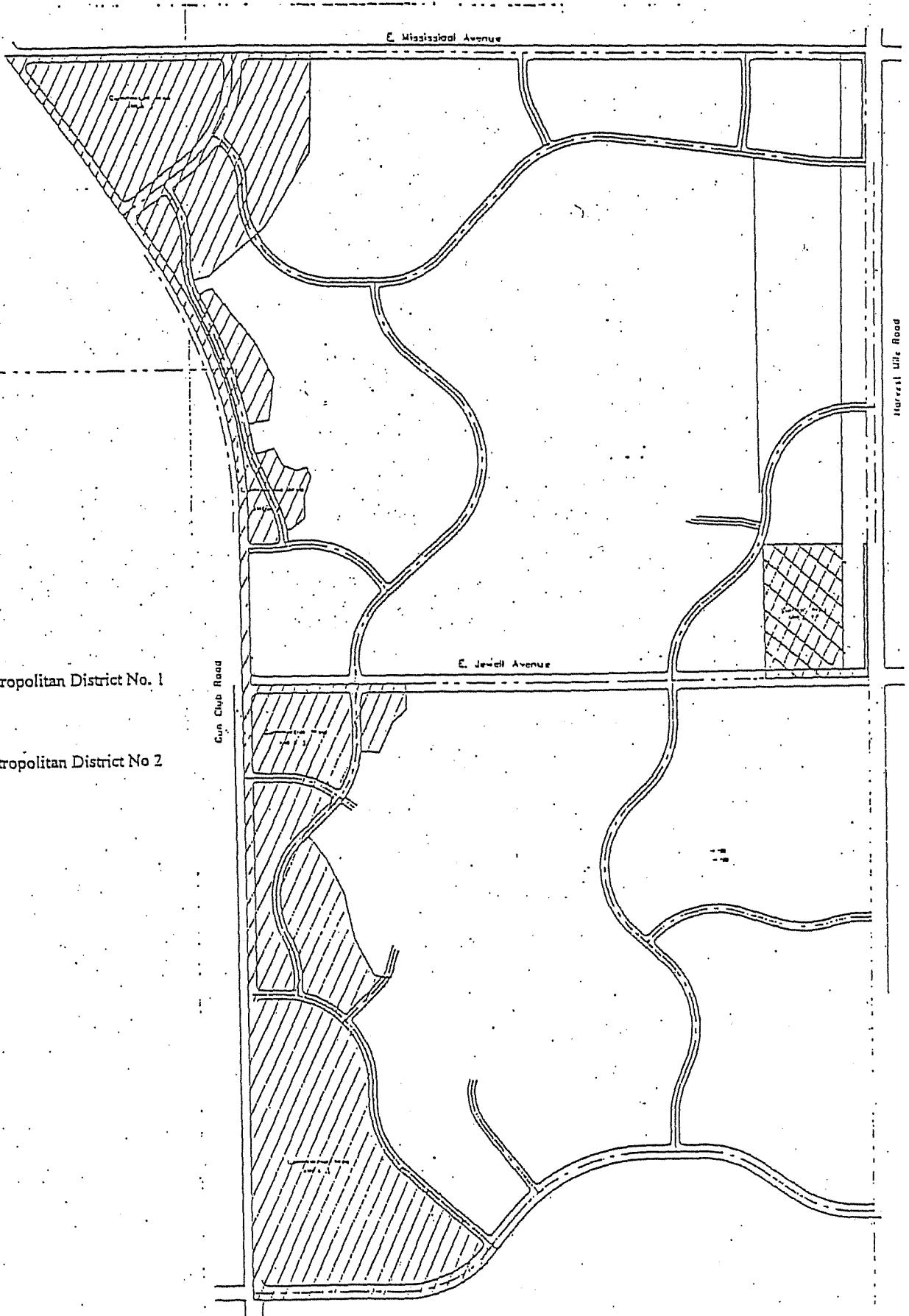
VICINITY MAP



Scale: 1" = 4000'

**EXHIBIT C-1**

Initial District Boundary Map of District No. 1



Legend

Murphy Creek Metropolitan District No. 1



Murphy Creek Metropolitan District No 2

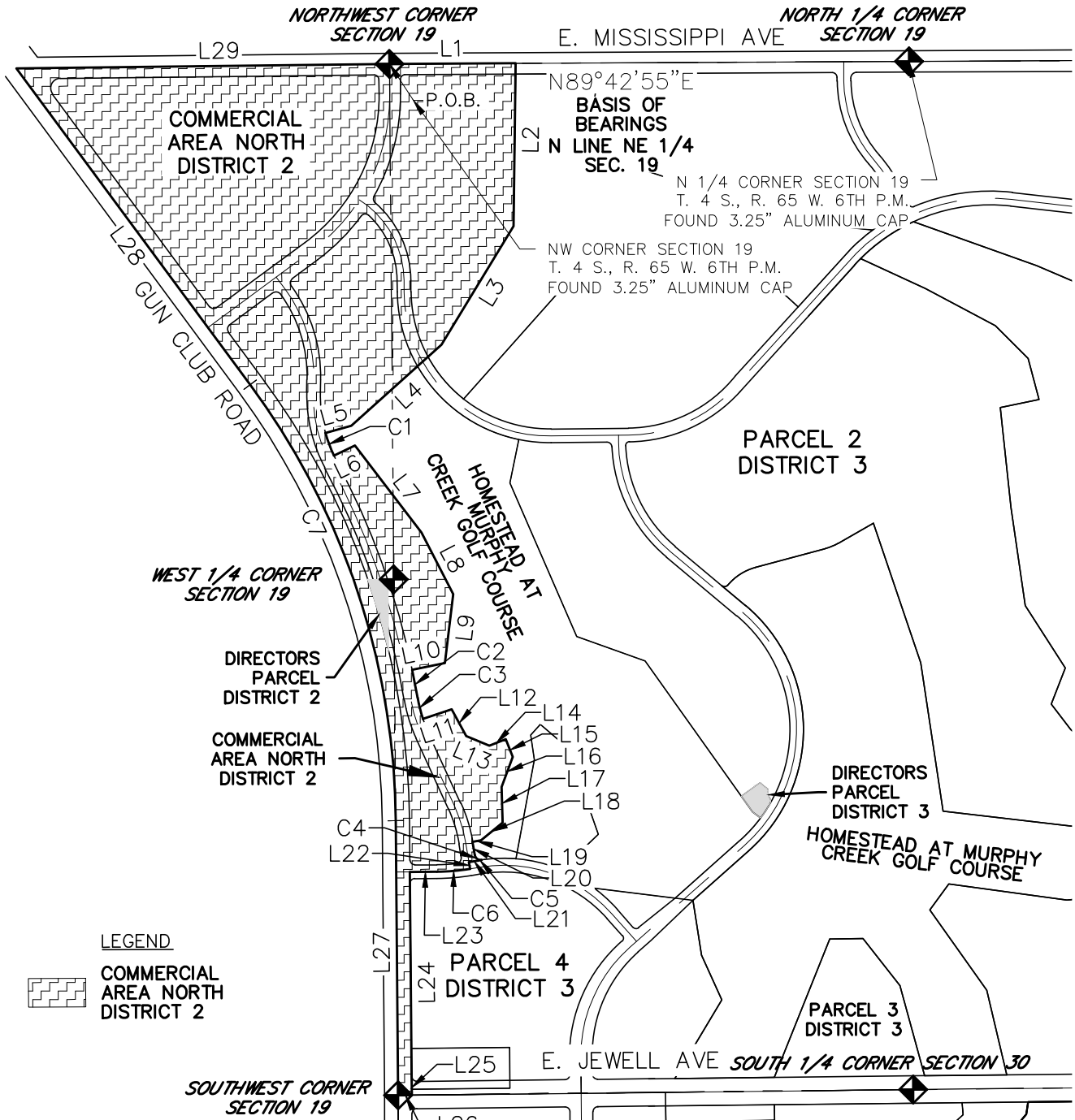


Scale  
1 inch = 100 feet  
2000 0 2000

**EXHIBIT C-2**

Initial District Boundary Map of District No. 2

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**  
 LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**LEGEND**

 COMMERCIAL AREA NORTH DISTRICT 2

**NOTE**  
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=800'  
 PARCEL CONTAINS 127.292 ACRES (MORE OR LESS)

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 6
Date:	4/26/2016	
Drawn:	AWM	
Checked:	JBR	
Job No.:	16000267	



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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	647.23'	N89°42'55"E
L2	836.01'	S0°42'42"W
L3	710.98'	S31°22'54"W
L4	622.09'	S47°55'55"W
L5	138.64'	S74°25'00"W
L6	120.06'	N64°31'22"E
L7	562.68'	S37°24'04"E
L8	354.71'	S27°16'09"E
L9	355.92'	S6°49'25"W
L10	171.46'	S78°16'54"W
L11	155.33'	N71°27'18"E
L12	156.64'	S28°55'49"E
L13	128.23'	S67°17'58"E
L14	90.00'	N68°20'07"E

Parcel Line Table		
Line #	Length	Direction
L15	97.56'	S21°39'53"E
L16	165.12'	S20°04'37"W
L17	182.00'	S1°22'24"E
L18	143.17'	S50°34'12"W
L19	44.24'	S80°36'59"W
L20	70.12'	S9°23'01"E
L21	50.99'	S80°36'59"W
L22	35.00'	S9°23'01"E
L23	138.33'	S89°30'46"W
L24	1049.76'	S0°29'04"E
L26	70.29'	S89°22'13"W
L27	1408.37'	N0°29'03"W
L28	2017.23'	N36°26'42"W
L29	1912.82'	N89°19'54"E

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA NORTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 5 of 6	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date: 4/26/2016			
Drawn: AWM			
Checked: JBR			
Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

## Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	123.46'	715.00'	9°53'37"	S20°31'49"E	123.31'
C2	146.67'	3985.00'	2°06'31"	S10°39'50"E	146.66'
C3	111.50'	715.00'	8°56'07"	S14°04'38"E	111.39'
C4	46.60'	30.00'	89°00'32"	S53°53'16"E	42.06'
C5	13.50'	780.00'	0°59'29"	S81°06'05"W	13.49'
C6	170.81'	1100.00'	8°53'50"	S85°03'51"W	170.64'
C7	2397.54'	3820.00'	35°57'38"	N18°27'53"W	2358.39'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA NORTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016	Sheet 6 of 6
Drawn: AWM	
Checked: JBR	
Job No.: 16000267	



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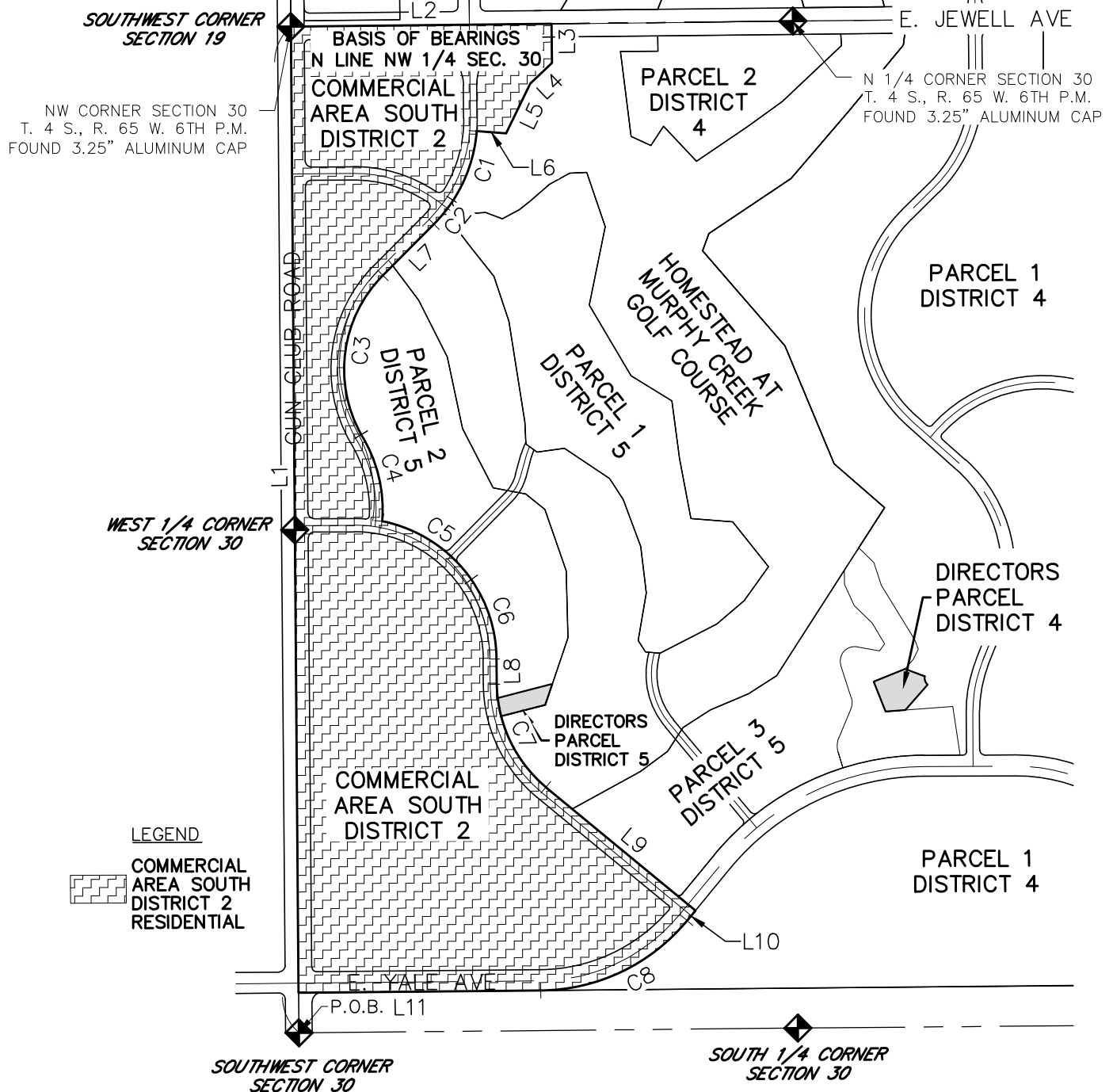
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**LEGEND**

 COMMERCIAL AREA SOUTH DISTRICT 2  
 RESIDENTIAL

**NOTE**

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=800'  
 PARCEL CONTAINS 116.397 ACRES (MORE OR LESS)

**METROPOLITAN DISTRICT LEGAL DESCRIPTION**

Date: 4/26/2016	Sheet 3 of 5
Drawn: AWM	
Checked: JBR	
Job No.: 16000267	



**ATWELL**  
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	5080.48'	N0°27'43"W
L3	205.92'	S0°37'51"E
L4	158.35'	S46°16'11"W
L5	290.03'	S25°47'58"W
L6	156.21'	N85°31'27"W
L7	380.36'	S44°47'39"W
L8	131.56'	S0°28'29"E
L9	1019.27'	S50°31'15"E
L10	68.60'	S39°28'45"W
L11	1273.63'	S89°27'20"W

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
 COMMERCIAL AREA SOUTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date: 4/26/2016			
Drawn: AWM			
Checked: JBR			
Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	388.12'	780.00'	28°30'36"	S18°43'52"W	384.13'
C2	160.75'	780.00'	11°48'28"	S38°53'25"W	160.46'
C3	908.03'	699.50'	74°22'35"	S7°48'36"W	845.61'
C4	476.88'	742.17'	36°48'55"	S13°42'43"E	468.72'
C5	573.13'	756.98'	43°22'49"	S56°47'36"E	559.54'
C6	445.85'	726.34'	35°10'13"	S17°36'20"E	438.89'
C7	619.27'	725.41'	48°54'44"	S25°29'52"E	600.64'
C8	880.98'	1010.00'	49°58'35"	S64°28'03"W	853.31'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 2  
COMMERCIAL AREA SOUTH

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016
Drawn: AWM
Checked: JBR
Job No.: 16000267

Sheet  
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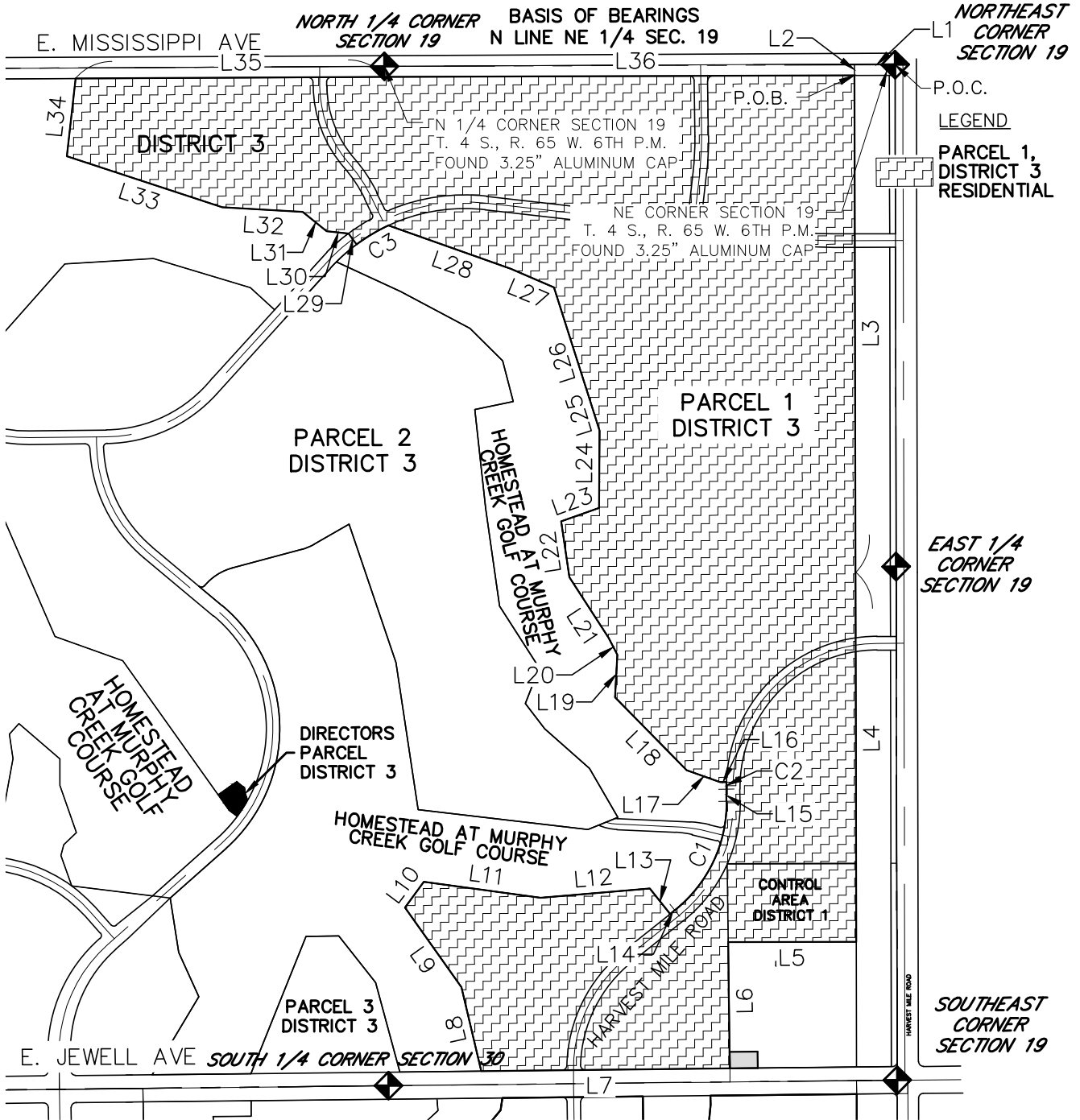
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**EXHIBIT C-3**

Initial District Boundary Map of District No. 3

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**NOTE**  
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=800'  
 PARCEL CONTAINS 203.080 ACRES (MORE OR LESS)

## METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016	Sheet
Drawn: AWM	3
Checked: JBR	of
Job No.: 16000267	5



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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	209.99'	S89°48'33"W
L2	55.13'	N0°11'27"W
L3	2571.96'	S0°06'41"E
L4	1911.55'	S0°07'28"E
L5	662.49'	S89°52'56"W
L6	653.38'	S0°43'32"E
L7	1285.94'	S89°22'24"W
L8	445.77'	N13°17'05"W
L9	505.19'	N35°17'31"W
L10	165.00'	N36°13'13"E
L11	609.79'	S82°14'07"E
L12	566.54'	N85°05'05"E
L13	169.17'	S38°37'51"E
L14	30.82'	N51°22'09"E
L15	62.35'	N0°43'33"W
L16	32.60'	N88°02'45"W
L17	183.62'	N70°30'30"W
L18	528.18'	N44°27'59"W

Parcel Line Table		
Line #	Length	Direction
L19	219.64'	N2°57'18"E
L20	99.14'	N27°13'12"W
L21	372.70'	N32°52'21"W
L22	292.96'	N8°22'43"W
L23	208.05'	N70°38'45"E
L24	400.65'	N0°22'42"E
L25	168.08'	N17°36'43"W
L26	609.86'	N17°38'19"W
L27	243.10'	N66°51'41"W
L28	670.10'	N70°23'36"W
L29	70.00'	N36°33'07"W
L30	114.88'	N83°36'12"W
L31	158.28'	N51°09'46"W
L32	416.88'	N86°35'13"W
L33	846.01'	N71°52'31"W
L34	404.84'	N6°29'38"E
L35	1596.94'	N89°42'43"E
L36	2432.11'	N89°48'31"E

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	645.56'	710.00'	52°05'43"	N25°19'18"E	623.55'
C2	36.49'	780.00'	2°40'48"	N0°36'51"E	36.48'
C3	193.57'	939.38'	11°48'24"	S59°21'05"W	193.23'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016	Sheet 5 of 5
Drawn: AWM	
Checked: JBR	
Job No.: 16000267	

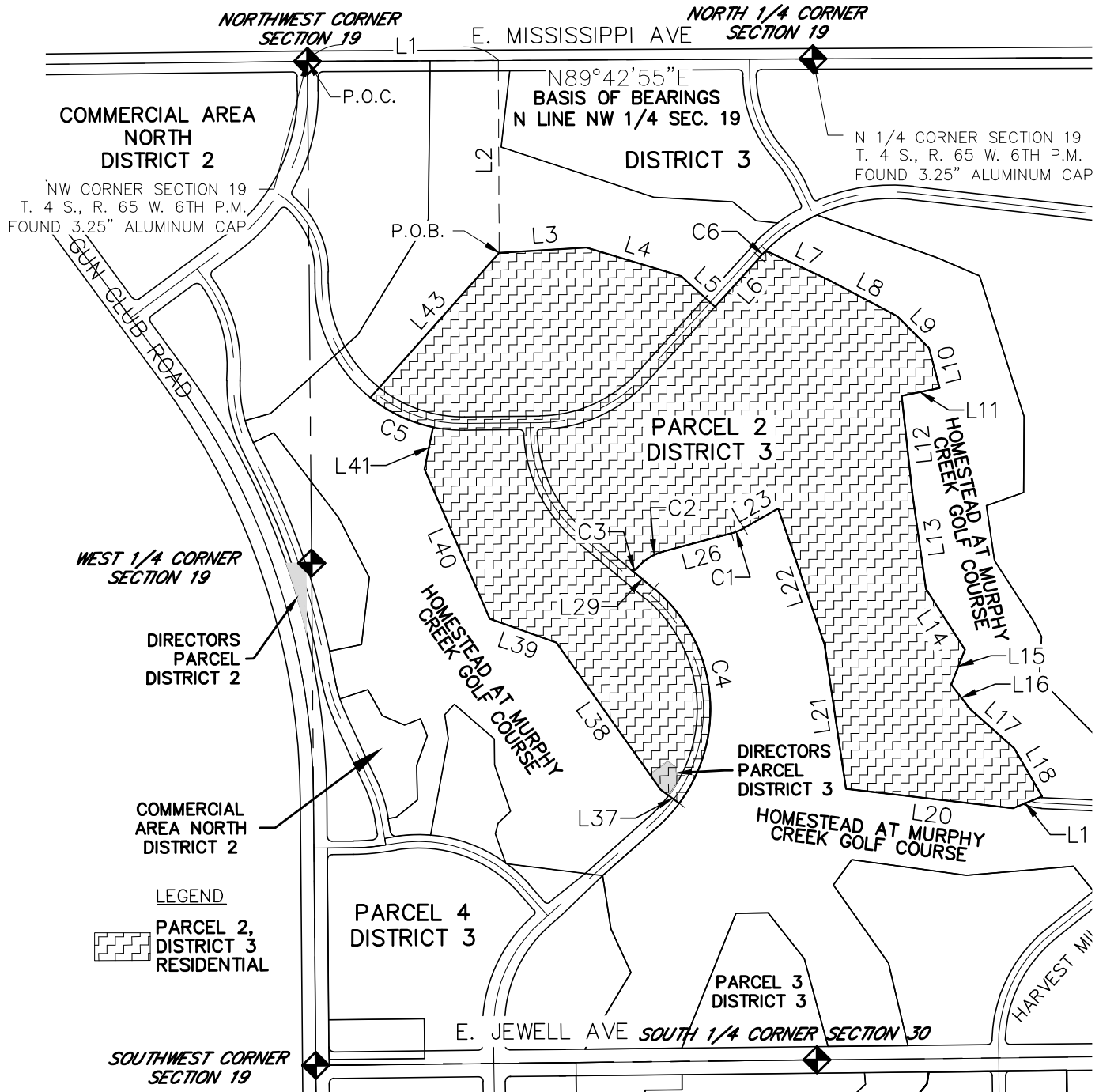


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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**NOTE**  
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SCALE: 1"=800'  
 PARCEL CONTAINS 127.292 ACRES (MORE OR LESS)

**METROPOLITAN DISTRICT LEGAL DESCRIPTION**

Date: 4/26/2016	Sheet 3 of 5
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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	1006.11'	N89°42'55"E
L2	1014.24'	N0°17'05"W
L3	459.92'	N86°28'43"E
L4	522.44'	S73°11'18"E
L5	240.00'	S47°52'09"E
L6	350.77'	N42°07'51"E
L7	364.92'	S65°05'08"E
L8	406.93'	S62°01'53"E
L9	237.51'	S45°06'47"E
L10	218.48'	S14°47'00"E
L11	203.90'	S78°18'11"W
L12	514.41'	S6°14'40"E
L13	510.19'	S8°11'34"E
L14	380.00'	S32°38'07"E
L15	197.83'	S21°21'39"W
L16	165.53'	S37°31'07"E

Parcel Line Table		
Line #	Length	Direction
L17	309.15'	S48°33'27"E
L18	293.10'	S29°51'06"E
L19	166.02'	S67°50'41"W
L20	884.94'	N83°16'57"W
L21	769.82'	N8°31'50"W
L22	755.47'	N18°45'43"W
L23	209.30'	S60°10'59"W
L26	371.19'	S75°06'42"W
L29	158.16'	S50°02'35"E
L37	121.55'	N53°24'47"W
L38	950.00'	N35°21'51"W
L39	372.38'	N70°25'00"W
L40	860.00'	N23°31'19"W
L41	226.26'	N11°36'25"E
L43	1021.22'	N41°39'20"E

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
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Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	70.74'	271.50'	14°55'44"	S67°38'50"W	70.54'
C2	173.23'	278.50'	35°38'23"	S57°17'31"W	170.46'
C3	31.59'	20.00'	90°29'05"	S84°42'52"W	28.40'
C4	1254.95'	830.00'	86°37'49"	S6°43'41"E	1138.78'
C5	368.65'	780.00'	27°04'47"	N64°51'12"W	365.23'
C6	48.04'	939.38'	2°55'47"	N43°35'45"E	48.03'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016	Sheet 5 of 5
Drawn: AWM	
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Job No.: 16000267	

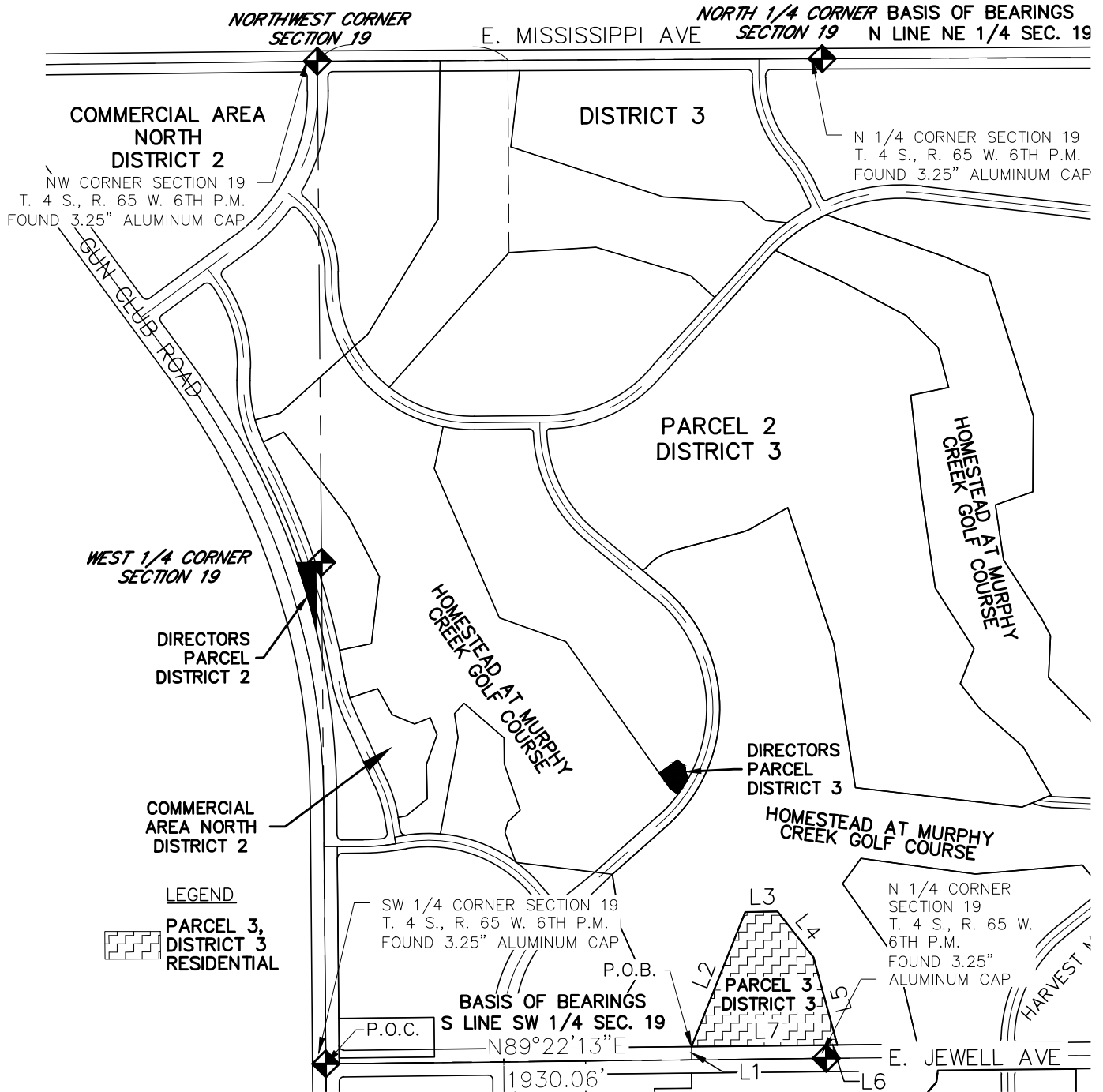


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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



SCALE: 1"=800'  
 PARCEL CONTAINS 8.294 ACRES (MORE OR LESS)

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
Date: 4/26/2016	Sheet 2 of 3
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
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COUNTY OF ARAPAHOE, STATE OF COLORADO

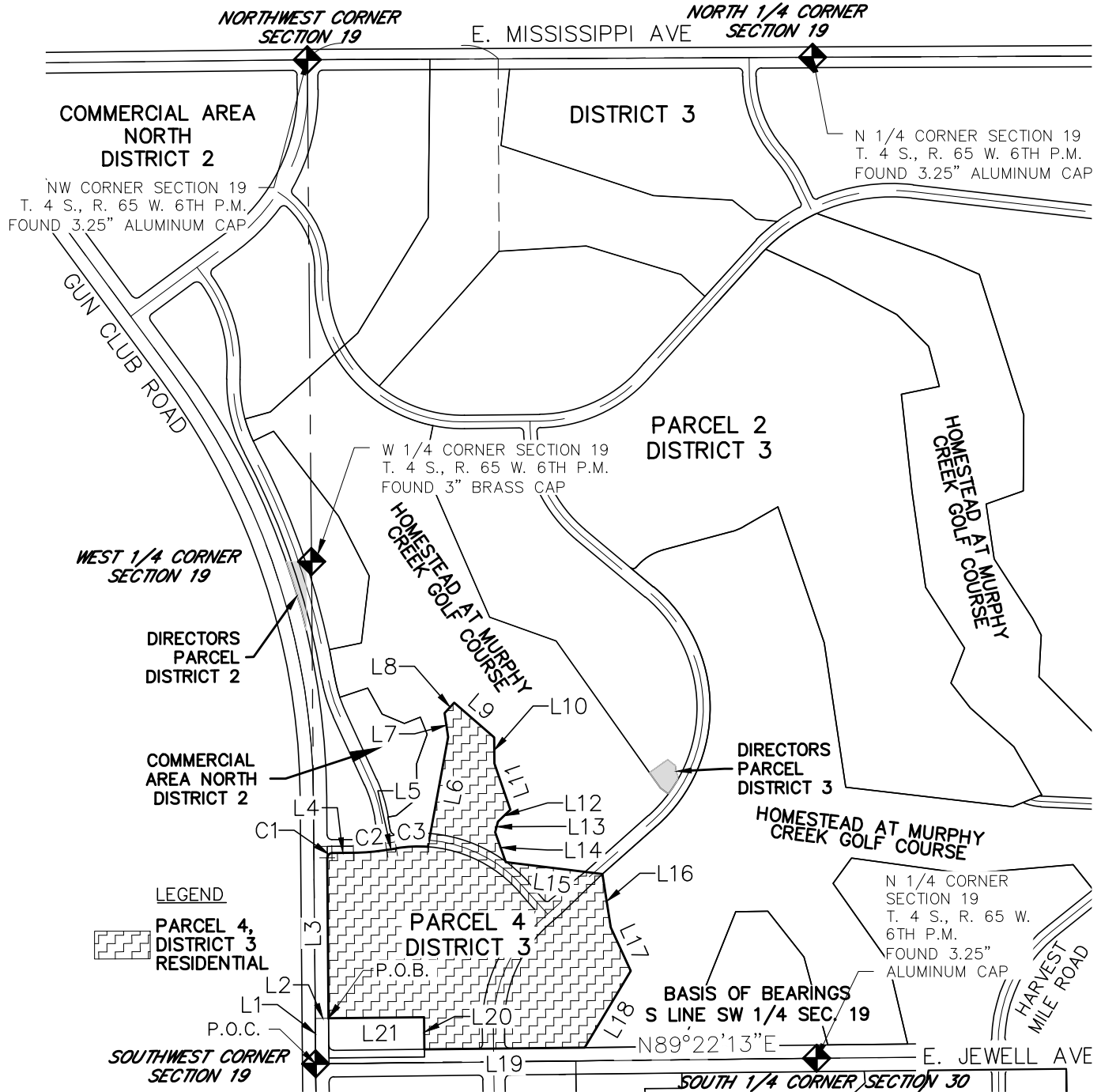
Parcel Line Table		
Line #	Length	Direction
L1	69.99'	N0°37'47"W
L2	765.13'	N21°49'42"E
L3	170.00'	N89°22'09"E
L4	306.39'	S38°18'41"E
L5	480.00'	S15°10'46"E
L6	51.86'	S89°22'24"W
L7	718.31'	S89°22'09"W

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 3

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 3 of 3	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> <small>143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100</small>
	Date: 4/26/2016		
	Drawn: AWM		
	Checked: JBR		
	Job No.: 16000267		

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**NOTE**  
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SCALE: 1"=800'  
 PARCEL CONTAINS 37.631 ACRES (MORE OR LESS)

## METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016	Sheet 3 of 5
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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	238.85'	N0°28'58"W
L2	70.00'	S89°30'56"W
L3	846.11'	N0°29'04"W
L4	113.33'	N89°30'46"E
L5	51.00'	N80°36'59"E
L6	588.18'	N10°27'40"E
L7	127.59'	N8°25'58"W
L8	74.52'	N42°07'39"E
L9	279.08'	S49°13'18"E
L10	137.53'	S0°14'16"E
L11	258.79'	S19°01'57"E

Parcel Line Table		
Line #	Length	Direction
L12	90.25'	S46°14'44"W
L13	57.52'	S14°35'45"W
L14	166.93'	S19°42'12"E
L15	513.09'	S82°52'35"E
L16	284.04'	S8°56'28"E
L17	251.78'	S24°26'30"E
L18	470.61'	S30°51'40"W
L19	845.60'	S89°22'09"W
L20	168.72'	N0°29'11"W
L21	503.70'	S89°22'09"W

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 4

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 5	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date: 4/26/2016			
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Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 19  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	39.27'	25.00'	89°59'50"	N44°30'51"E	35.35'
C2	176.23'	1135.00'	8°53'47"	N85°03'53"E	176.06'
C3	167.52'	710.00'	13°31'06"	N87°22'33"E	167.13'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 3  
PARCEL 4

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 4/26/2016
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**EXHIBIT C-4**

Initial District Boundary Map of District No. 4

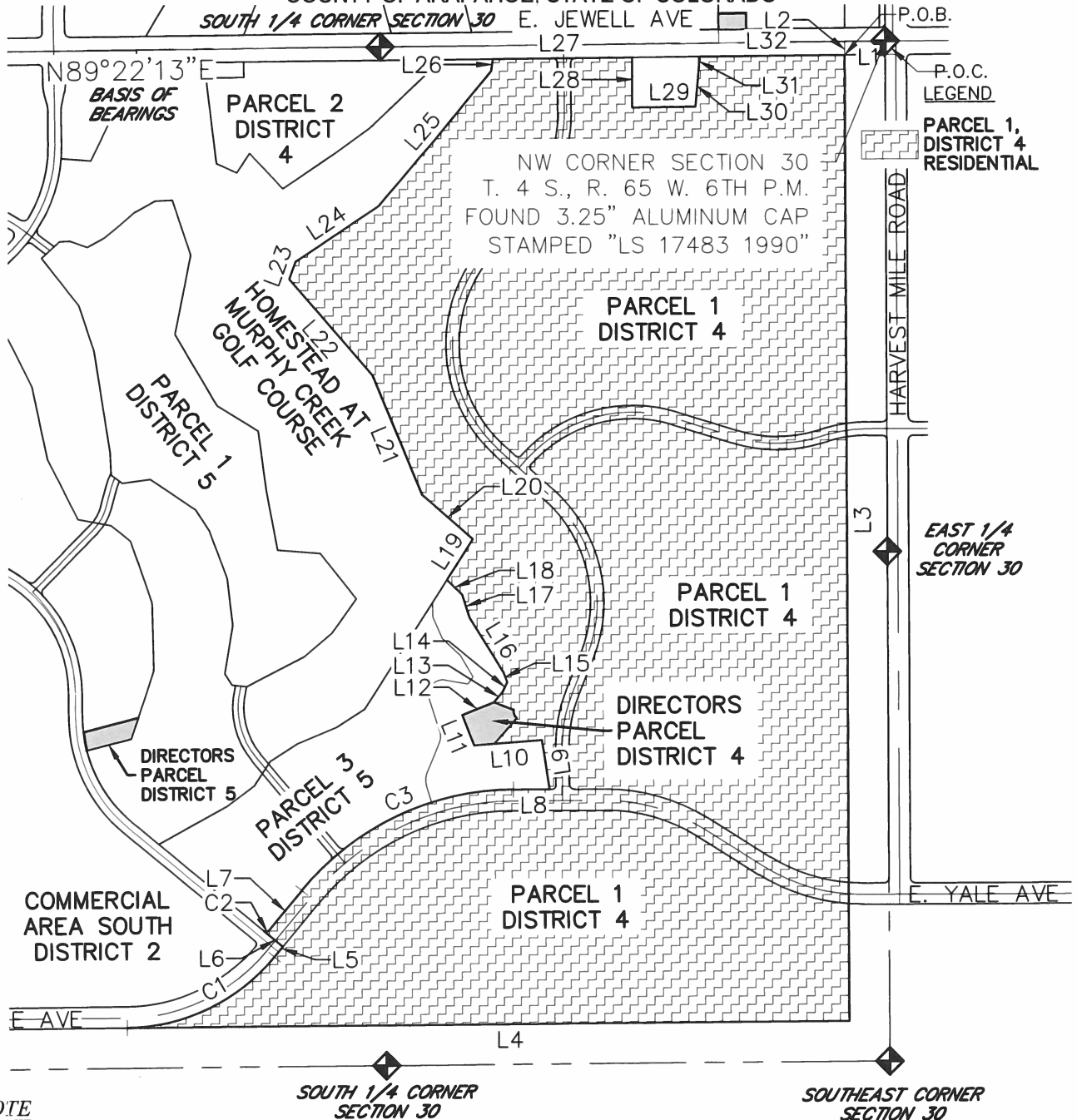


# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30

TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.

COUNTY OF ARAPAHOE, STATE OF COLORADO



**NOTE**

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTAL LAND SURVEY.

SCALE: 1"=800'

PARCEL CONTAINS 269.554 ACRES (MORE OR LESS)

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	210.52'	S89°22'24"W
L2	70.01'	N0°37'36"W
L3	5019.20'	S0°12'28"E
L4	3767.14'	S89°28'00"W
L5	69.25'	N39°28'45"E
L6	130.00'	N50°31'15"W
L7	268.11'	N39°28'45"E
L8	190.13'	N89°45'04"E
L9	259.02'	N8°43'14"W
L10	354.52'	S85°45'13"W
L11	169.25'	N21°45'59"W
L12	178.39'	N68°14'01"E
L13	68.06'	N40°22'26"E
L14	57.78'	N25°25'46"E
L15	53.38'	N20°29'16"W
L16	335.28'	N31°34'20"W

Parcel Line Table		
Line #	Length	Direction
L17	125.48'	N18°03'47"W
L18	111.36'	N45°34'55"W
L19	250.73'	N32°42'53"E
L20	351.65'	N48°49'23"W
L21	671.71'	N22°39'44"W
L22	661.28'	N40°57'40"W
L23	96.41'	N20°20'19"E
L24	520.19'	N56°06'27"E
L25	467.30'	N40°36'49"E
L26	63.64'	N8°22'37"E
L27	726.87'	N89°22'24"E
L28	260.01'	S0°14'10"E
L29	330.01'	N89°22'24"E
L30	214.28'	N5°02'54"E
L31	46.77'	N0°43'34"W
L32	756.49'	N89°22'24"E

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 3/22/2016	Sheet 4 of 5
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	881.17'	1010.00'	49°59'15"	N64°28'23"E	853.49'
C2	31.42'	20.00'	90°00'00"	N84°28'45"E	28.28'
C3	1262.23'	1438.58'	50°16'19"	N64°36'55"E	1222.13'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION

Date: 3/22/2016  
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Job No.: 16000267

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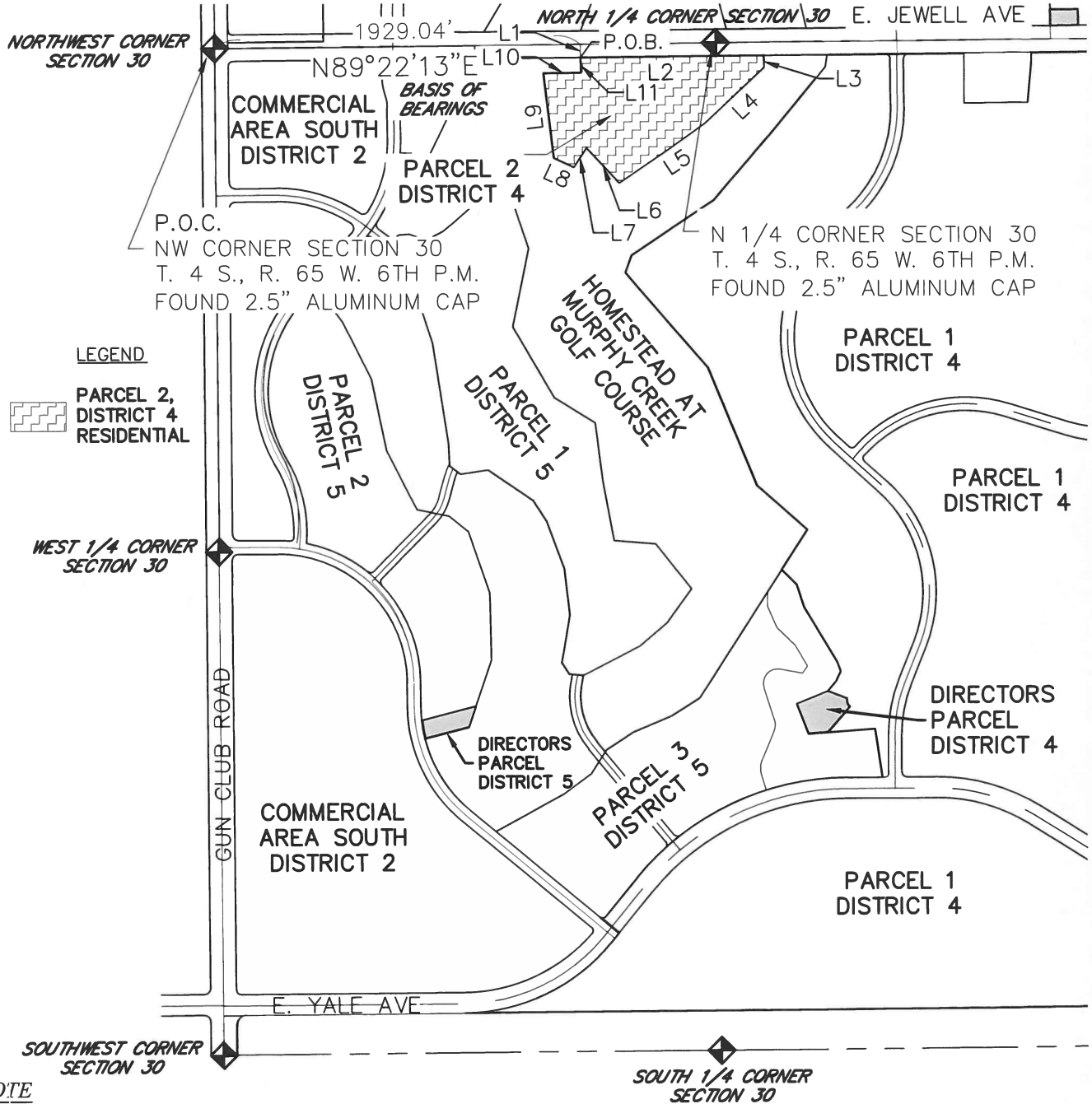
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTH ONE-HALF OF SECTION 30  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**LEGEND**



PARCEL 2,  
 DISTRICT 4  
 RESIDENTIAL

**NOTE**

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SCALE: 1"=800'  
 PARCEL CONTAINS 11.161 ACRES (MORE OR LESS)

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
Date: 3/22/2016	Sheet 2 of 3
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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTH ONE-HALF OF SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	70.01'	N0°37'47"W
L2	962.07'	S89°22'13"W
L3	61.83'	N4°42'33"W
L4	427.09'	N46°42'15"E
L5	324.93'	N55°48'35"E
L6	252.91'	S43°22'50"E
L7	121.02'	N33°13'44"E
L8	115.38'	S65°17'10"E
L9	449.15'	S7°05'07"E
L10	197.00'	S89°22'09"W
L11	80.00'	S0°37'51"E

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 4  
PARCEL 2

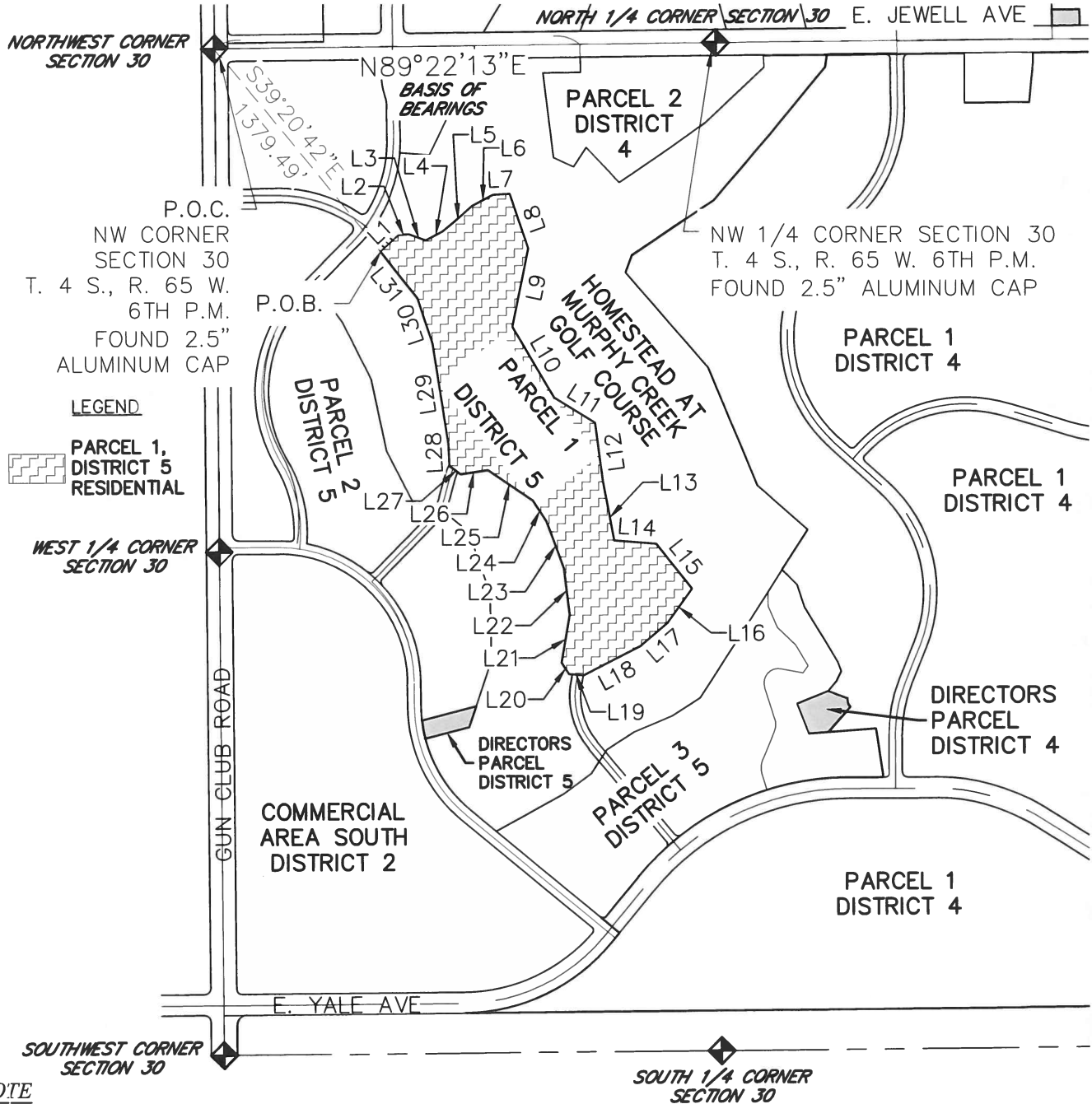
METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 3 of 3	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date: 3/22/2016			
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Job No.: 16000267			

**EXHIBIT C-5**

Initial District Boundary Map of District No. 5

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE WEST ONE-HALF OF SECTION 30  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



P.O.C.  
 NW CORNER  
 SECTION 30  
 T. 4 S., R. 65 W.  
 6TH P.M.  
 FOUND 2.5"  
 ALUMINUM CAP

**LEGEND**

PARCEL 1, DISTRICT 5 RESIDENTIAL

WEST 1/4 CORNER SECTION 30

SOUTHWEST CORNER SECTION 30

SOUTH 1/4 CORNER SECTION 30

**NOTE**  
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SCALE: 1"=800'  
 PARCEL CONTAINS 30.651 ACRES (MORE OR LESS)

**METROPOLITAN DISTRICT LEGAL DESCRIPTION**

Date: 3/22/2016	Sheet 3 of 4
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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE WEST ONE-HALF OF SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	126.04'	N47°12'47"E
L2	56.79'	N86°34'14"E
L3	94.12'	S69°56'13"E
L4	101.08'	N62°12'03"E
L5	134.96'	N48°41'54"E
L6	122.09'	N61°41'42"E
L7	89.37'	N87°04'58"E
L8	301.51'	S18°47'08"E
L9	420.55'	S11°33'10"W
L10	432.83'	S30°40'34"E
L11	251.56'	S58°14'43"E
L12	304.54'	S7°30'17"E
L13	322.40'	S10°49'49"E
L14	220.00'	S85°36'17"E
L15	301.69'	S38°38'53"E
L16	220.22'	S35°26'10"W

Parcel Line Table		
Line #	Length	Direction
L17	189.45'	S49°51'41"W
L18	335.10'	S62°37'03"W
L19	76.44'	N84°22'41"W
L20	70.86'	N33°23'03"W
L21	255.22'	N9°33'14"E
L22	245.14'	N6°48'56"W
L23	264.09'	N20°27'21"W
L24	131.24'	N33°04'59"W
L25	286.35'	N56°12'26"W
L26	145.46'	S81°55'36"W
L27	72.64'	N53°25'54"W
L28	114.41'	N2°39'55"W
L29	537.16'	N8°59'46"W
L30	248.87'	N18°28'24"W
L31	191.90'	N38°39'05"W

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 1

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
	Sheet 4 of 4
Date: 3/22/2016	4
Drawn: AWM	of
Checked: LBO	4
Job No.: 16000267	4



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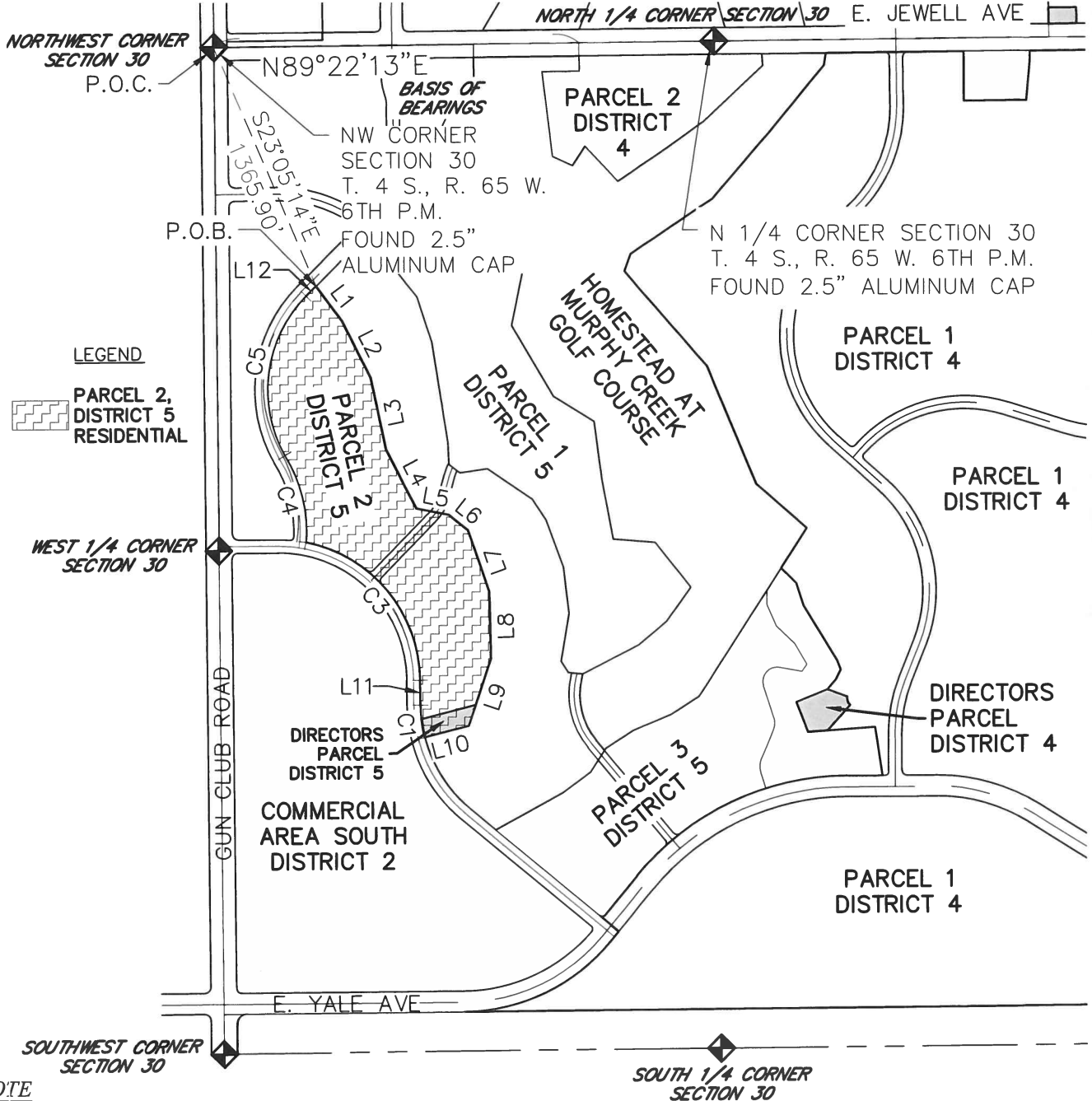
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# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN WEST ONE-HALF OF SECTION 30  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**LEGEND**

 **PARCEL 2, DISTRICT 5 RESIDENTIAL**

**NOTE**

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=800'  
 PARCEL CONTAINS 25.812 ACRES (MORE OR LESS)

**METROPOLITAN DISTRICT LEGAL DESCRIPTION**

Date: 3/22/2016	Sheet 3 of 4
Drawn: AWM	
Checked: LBO	
Job No.: 16000267	



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## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE WEST ONE-HALF OF SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	228.12'	N36°55'43"W
L2	334.61'	N26°42'35"W
L3	383.60'	N11°59'23"W
L4	350.82'	N27°19'20"W
L5	174.30'	N79°23'46"W
L6	130.40'	N50°55'36"W
L7	340.62'	N19°12'20"W
L8	352.31'	N1°25'07"W
L9	373.12'	N18°42'51"E
L10	241.29'	N75°37'40"E
L11	131.56'	S0°28'29"E
L12	72.34'	S44°47'39"W

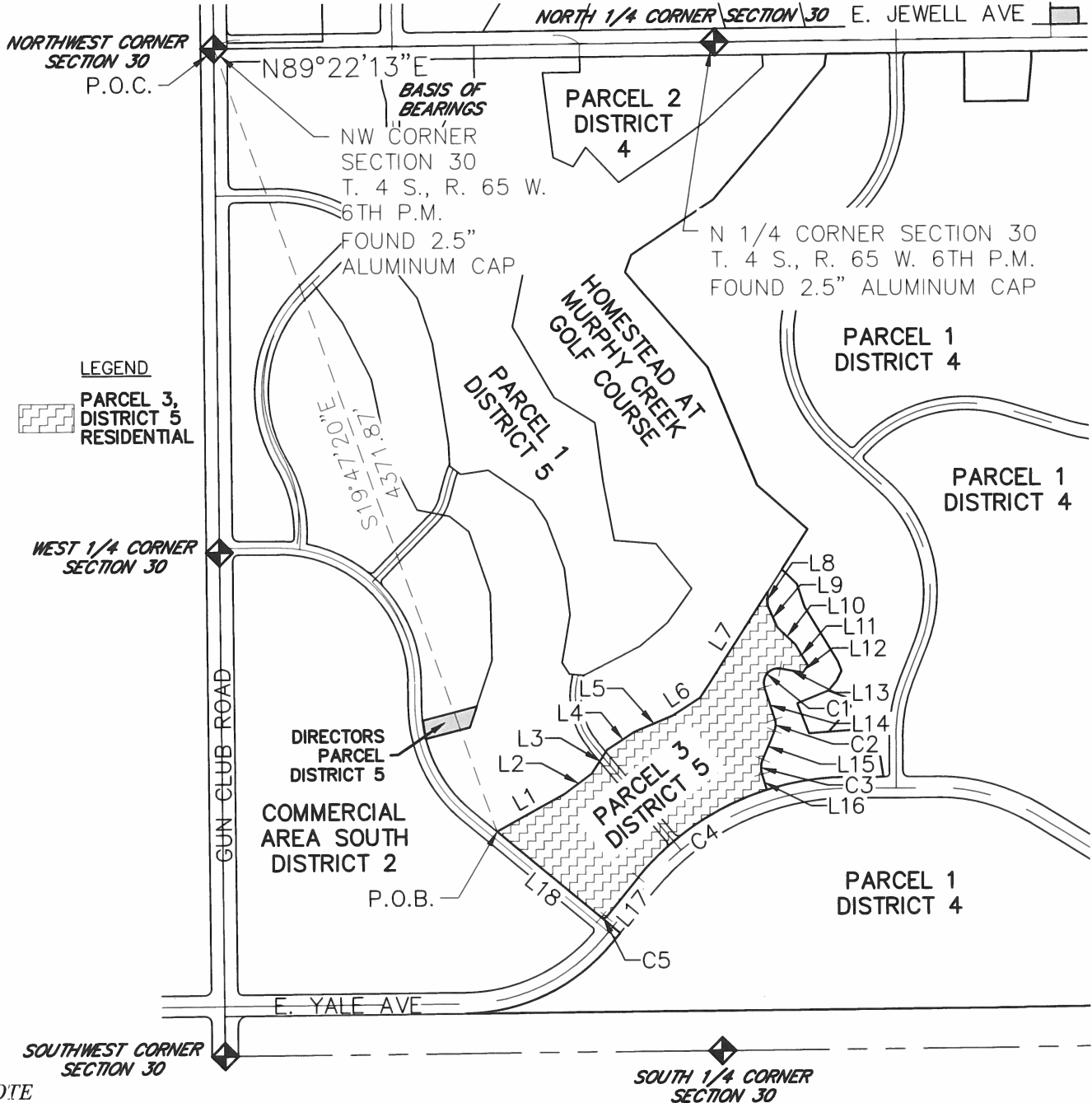
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	170.47'	745.00'	13°06'38"	S7°01'48"E	170.10'
C3	1019.10'	745.00'	78°22'33"	S39°39'46"E	941.48'
C4	476.82'	745.00'	36°40'14"	S13°42'43"E	468.72'
C5	907.32'	702.81'	73°58'05"	S7°48'36"W	845.61'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 2

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 4 of 4	 <b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> <small>143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100</small>
Date: 3/22/2016			
Drawn: AWM			
Checked: LBO			
Job No.: 16000267			

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTH ONE-HALF OF SECTION 30  
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



**LEGEND**  
 PARCEL 3, DISTRICT 5 RESIDENTIAL

**NOTE**  
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=800'  
 PARCEL CONTAINS 21.389 ACRES (MORE OR LESS)

METROPOLITAN DISTRICT LEGAL DESCRIPTION		Sheet 3 of 4	<b>ATWELL</b> 866.850.4200 <a href="http://www.atwell-group.com">www.atwell-group.com</a> 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100
Date:	3/22/2016		
Drawn:	AWM		
Checked:	LBO		
Job No.:	16000267		

## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTH ONE-HALF OF SECTION 30  
TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

Parcel Line Table		
Line #	Length	Direction
L1	407.83'	N61°16'13"E
L2	179.91'	N53°20'10"E
L3	149.67'	N32°53'10"E
L4	169.36'	N57°25'14"E
L5	217.72'	N66°57'20"E
L6	176.52'	N57°20'30"E
L7	659.21'	N32°42'53"E
L8	75.51'	S0°19'55"E
L9	121.54'	S24°34'38"E

Parcel Line Table		
Line #	Length	Direction
L10	131.69'	S46°09'52"E
L11	127.86'	S30°34'28"E
L12	45.44'	S34°45'34"W
L13	121.18'	N79°54'33"W
L14	178.51'	S17°55'27"E
L15	163.10'	S22°33'31"W
L16	86.25'	N16°55'03"W
L17	268.11'	S39°28'45"W
L18	709.54'	N50°31'15"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	154.48'	75.00'	118°00'50"	S41°04'59"W	128.58'
C2	60.06'	85.00'	40°29'04"	S2°18'59"W	58.82'
C3	79.23'	115.00'	39°28'27"	S2°49'11"W	77.67'
C4	828.72'	1438.58'	33°00'23"	S55°58'57"W	817.31'
C5	31.42'	20.00'	90°00'00"	S84°28'45"W	28.28'

MURPHY CREEK – METROPOLITAN DISTRICT NUMBER 5  
PARCEL 3

METROPOLITAN DISTRICT LEGAL DESCRIPTION	
Date: 3/22/2016 Drawn: AWM Checked: LBO Job No.: 16000267	Sheet 4 of 4



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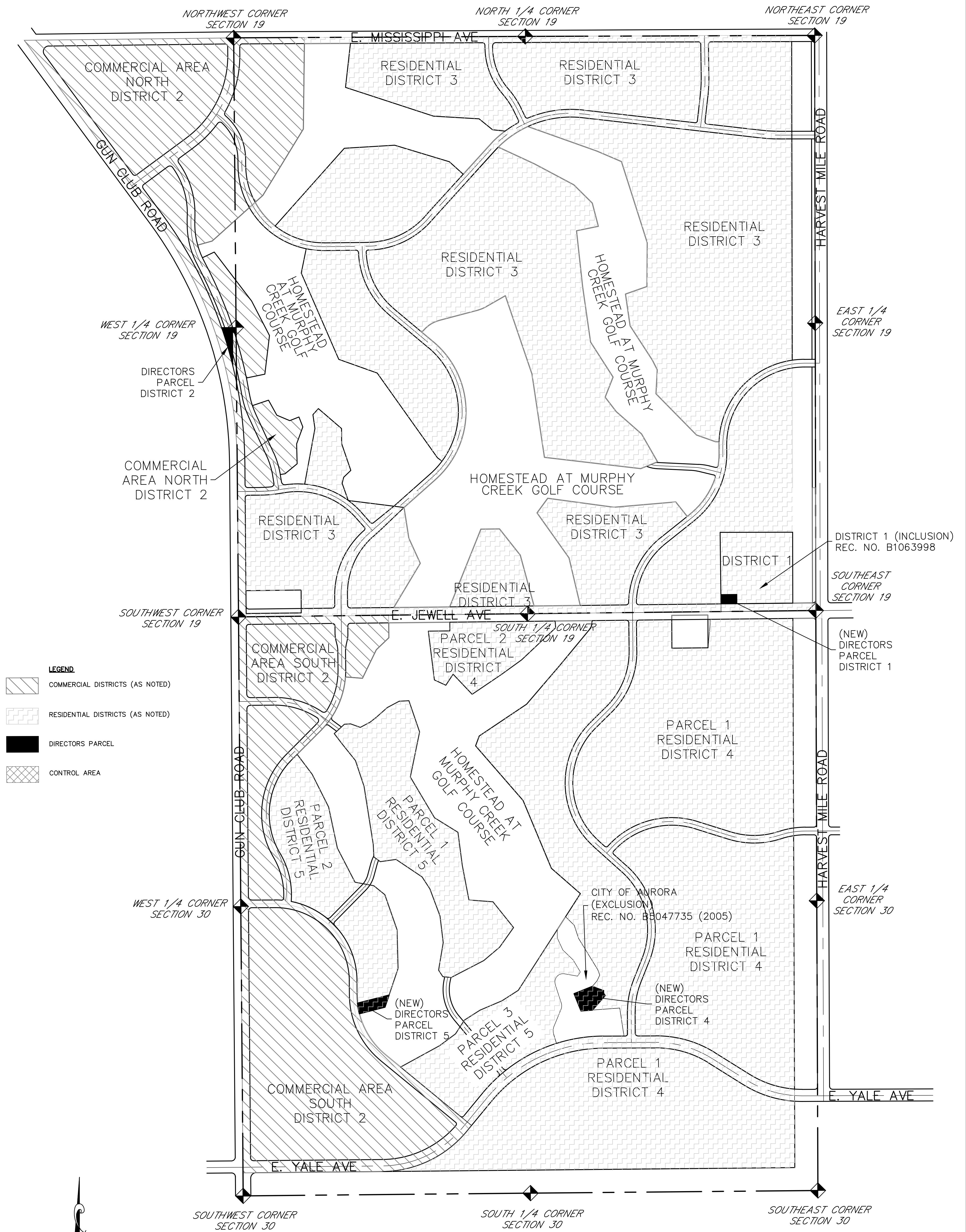
**EXHIBIT C-6**

Inclusion Area Boundary Map

# MURPHY CREEK METROPOLITIAN DISTRICTS

## OVERALL DISTRICT BOUNDARIES

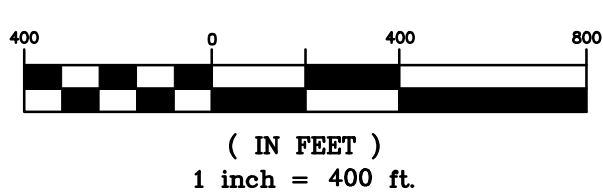
AURORA, COLORADO



DATE: 3/25/16



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**EXHIBIT D**

Amended and Restated Intergovernmental Agreement among the Districts and Aurora

**AMENDED AND RESTATED**  
**INTERGOVERNMENTAL AGREEMENT AMONG**  
**THE CITY OF AURORA, COLORADO,**  
**MURPHY CREEK METROPOLITAN DISTRICT NO. 1**  
**MURPHY CREEK METROPOLITAN DISTRICT NO. 2**  
**MURPHY CREEK METROPOLITAN DISTRICT NO. 3**  
**MURPHY CREEK METROPOLITAN DISTRICT NO. 4**  
**AND MURPHY CREEK METROPOLITAN DISTRICT NO. 5**

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by, between and among the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and MURPHY CREEK METROPOLITAN DISTRICT NO. 1, MURPHY CREEK METROPOLITAN DISTRICT NO. 2, MURPHY CREEK METROPOLITAN DISTRICT NO. 3, MURPHY CREEK METROPOLITAN DISTRICT NO. 4 and MURPHY CREEK METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plans approved by the City on July 25, 2016 (“Service Plans”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

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

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be



authorized, but not obligated to, own, operate and maintain park and recreation improvements, including but not limited to, recreation facilities, parks and trails, tract landscaping improvements, streetscape landscaping, drainage improvements, including detention and retention ponds, trickle channels and all necessary equipment or appurtenances incident thereto, which are not owned and maintained by the City or another public entity.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-Districts City residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

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

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City or unless otherwise provided by the Districts as of the date hereof pursuant to the Original Service Plan.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the issuing 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.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Fifty Million Dollars (\$150,000,000.00); provided, however, notwithstanding anything herein to the contrary, that District No. 3 shall not individually issue Debt in excess of \$41,415,000 in accordance with the limitations provided for District No. 3 in the Original Service Plan.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

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

14. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with another District.

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

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

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

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

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

17. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general

description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the Districts imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

20. Annual Report. Each District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager'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, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan. The Districts shall be permitted to submit a joint report.

21. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

Notwithstanding anything herein to the contrary, the ARI Mill Levy requirement set forth herein shall not be applicable to District No. 3 unless and until the eligible electors within District No. 3 approve at the November 2016 general election or any subsequent election thereafter a question authorizing the imposition of an operations and maintenance mill levy. Upon receipt of elector authorization, District No. 3's ARI Mill Levy obligation shall begin at the next available opportunity for certification of the mill levy. For example, if the elector authorization is received at the November 2016 election, District No. 3's obligation to impose

the ARI Mill Levy will begin in 2016 (for collection year 2017)\_and will constitute year one (1) of the imposition.

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

(a) For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after May 1, 2003 (for District Nos. 1, 2 and 3), January 1, 2004 (for District No. 4) and January 1, 2016 (for District No. 5), are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

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

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District or Districts” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Notwithstanding anything herein to the contrary, the Maximum Debt Mill Levy for District No. 3 shall not exceed 48.944 mill (which is the maximum mill levy set forth in the Original Service Plan for District No. 3 in the amount of 42.579 mills, as adjusted pursuant to the Gallagher Amendment) for so long as the current Debt issued by District No. 3 remains outstanding. In the event District No. 3 refinances its current outstanding Debt or issues new Debt, the Maximum Debt Mill Levy for District No. 3 shall be as set forth above.

23. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, et seq., C.R.S.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:           Murphy Creek Metropolitan District No. 1-5  
  c/o White Bear Ankele Tanaka & Waldron  
  Professional Corporation  
  2154 E. Commons Avenue, Suite 2000  
  Centennial, CO 80122  
  Attn: Jennifer Gruber Tanaka, Esq.  
  Phone: (303) 858-1800  
  Fax: (303) 858-1801

To the City:                 City of Aurora  
  15151 E. Alameda Pkwy., 5th Floor  
  Aurora, CO 80012  
  Attn: Mike Hyman, City Attorney  
  Phone: (303) 739-7030  
  Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. 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.

26. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

MURPHY CREEK METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Officer of the District

Attest:

\_\_\_\_\_



MURPHY CREEK METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
Officer of the District

Attest:

\_\_\_\_\_

MURPHY CREEK METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
Officer of the District

Attest:

\_\_\_\_\_

MURPHY CREEK METROPOLITAN  
DISTRICT NO. 4

By: \_\_\_\_\_  
Officer of the District

Attest:

\_\_\_\_\_

MURPHY CREEK METROPOLITAN  
DISTRICT NO. 5

By: \_\_\_\_\_  
Officer of the District

Attest:

\_\_\_\_\_

CITY OF AURORA, COLORADO

By: \_\_\_\_\_  
Steven D. Hogan, Mayor

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_

EFFECTIVE DATE: 8-8-16

RECEIVED

AUG 29 2016

RESOLUTION NO. R2016 - 58

DIV OF LOCAL GOVERNMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,  
 COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED  
 SERVICE PLAN FOR MURPHY CREEK METROPOLITAN DISTRICT NOS. 1-4, THE  
 SERVICE PLAN FOR MURPHY CREEK METROPOLITAN DISTRICT NO.5, AND  
 AUTHORIZING THE EXECUTION OF THE AMENDED AND RESTATED  
 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND MURPHY  
 CREEK METROPOLITAN DISTRICT NOS. 1-5

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Chapter 122 of the City's Municipal Code (the "Code"), which Chapter establishes procedures for the review and approval of proposals to modify service plans for Title 32 special districts located within the City's boundaries; and

WHEREAS, Murphy Creek Metropolitan District Nos. 1-5 (individually "District No. 1," "District No. 2," "District No. 3," "District No. 4," and "District No. 5," and collectively, the "Districts") were or will be organized to provide water, street improvements, traffic and safety controls, television relay and translator services, transportation improvements, parks and recreation improvements, sanitation improvements, and other related improvements for the benefit of taxpayers and service users within and outside their boundaries; and

WHEREAS, the Council approved the Consolidated Service Plan for Murphy Creek Metropolitan District Nos. 1, 2, 3 and 4 on September 2, 1998 (the "Original Service Plan"), pursuant to Resolution No. R98-58; and

WHEREAS, District No. 4 was subsequently dissolved on June 20, 2001; and

WHEREAS, the Council approved the First Modification to the Original Consolidated Service Plan for Murphy Creek Metropolitan District Nos. 1, 2 and 3 on September 16, 2003 (the "First Modification"), pursuant to Resolution No. R2003-50; and

WHEREAS, upon District No. 4's desire for re-organization, the Council approved the Service Plan for Murphy Creek Metropolitan District No. 4 on August 22, 2005 (the "District No. 4 Service Plan"), pursuant to Resolution No. R2005-64; and

WHEREAS, the Parties now wish to make certain amendments to the Original Service Plan, as modified by First Modification, and the District No. 4 Service Plan and consolidate all of the Districts under one governing document via the Proposed Amended and Restated Service Plan for Murphy Creek Metropolitan District Nos. 1-4 and Service Plan for Murphy Creek Metropolitan District No. 5 (the "Amended and Restated Service Plan"); and

WHEREAS, the Amended and Restated Service Plan will bring each of the Districts under the City's Model Service Plan, thus allowing all the Districts to operate under a single governing document which will make for easier administration of the Districts and allow for a uniform implementation of services and costs throughout the community; and

WHEREAS, the Amended and Restated Service Plan will provide greater financial flexibility for the Districts, which will result in lower administrative and operational costs for the residents and taxpayers throughout the community; and

WHEREAS, Murphy Creek, LLC, is proposing the organization of District No. 5 at the November 2016 election to provide public improvements to that area of the development which has a different development structure and team than the properties contained in the other districts and which property was previously located within District No. 4; and

WHEREAS, City staff has reviewed the Amended and Restated Service Plan and finds it to be in the best interests of both the City and the Districts' taxpayers; and

WHEREAS, Title 32, Article 1, C.R.S., as amended (the "Special District Act"), and Section 122-36(b) of the Code each provide that material modifications to an approved service plan may be made by the Districts' boards of directors only by petition to and approval by the Council in substantially the same manner as provided for in the approval for the original service plan; and

WHEREAS, in accordance with the provisions of the Special District Act and Section 122-36(b) of the Code, the Council conducted a duly-noticed public hearing regarding the Amended and Restated Service Plan; and

WHEREAS, notice of the public hearing before the Council was published in the *Aurora Sentinel*, a newspaper of general circulation in the City, as required by law, and mailed to all interested persons, the Colorado Division of Local Government, and the governing body of each municipality and special district that has levied an *ad valorem* property tax within the next preceding tax year and that has boundaries within a radius of three (3) miles of the Districts; and

WHEREAS, the Council has considered the Amended and Restated Service Plan, the recommendation of City staff, and all other testimony and evidence presented at the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Council hereby finds and determines that:

a. Each of the requirements of Part 2 of the Special District Act and of Section 122-36(b) of the Code relating to the filing of the Amended and Restated Service Plan have been fulfilled, and notice of the public hearing was given in the time and manner required by law;

b. All pertinent facts, matters, and issues were submitted at the public hearing, all interested parties were heard or had the opportunity to be heard, and evidence satisfactory to the Council of each of the following was presented:

1. There is still sufficient existing and projected need for organized service in the area served by the District Nos. 1-4 and the area to be served by District No. 5 ("Area");

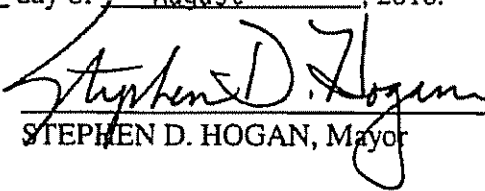
2. The existing service in the Area remains inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient services to the Area within their boundaries;
4. The Area has, or will have, the financial ability to discharge the indebtedness proposed by the Amended and Restated Service Plan on a reasonable basis;
5. Adequate service is not, or will not be, available to the Area through the City, county, or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the Districts are compatible with the facility and service standards of the City;
7. The Amended and Restated Service Plan is in substantial compliance with the comprehensive plan adopted by the City;
8. The Amended and Restated Service Plan is in compliance with any duly-adopted City, regional, or state long-range water quality management plan for the area; and
9. The Amended and Restated Service Plan is in the best interests of the Area.

Section 2. The Amended and Restated Service Plan is hereby approved as submitted.

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

Section 4. This resolution shall take effect immediately without reconsideration.


RESOLVED AND PASSED this 8th day of August, 2016.

  
 \_\_\_\_\_  
 STEPHEN D. HOGAN, Mayor

ATTEST:

  
 \_\_\_\_\_  
 JANICE NAPPER, City Clerk

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 JACK D. BAJOREK, Assistant City Attorney

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