

**TOWN OF TIMNATH
RESOLUTION NO. 51, SERIES 2019**

A RESOLUTION APPROVING THE CONSOLIDATED AMENDED AND RESTATED SERVICE PLAN FOR TIMNATH FARMS NORTH METROPOLITAN DISTRICT NOS. 1-3 AND SERVICE PLAN FOR TIMNATH FARMS NORTH METROPOLITAN DISTRICT NOS. 4-6 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TIMNATH AND THE DISTRICTS

WHEREAS, the Town Council of the Town of Timnath (the “**Town**”) pursuant to § 31-15-103, C.R.S. has the power to pass resolutions; and

WHEREAS, the Town approved separate Service Plans for Timnath Farms North Metropolitan District No. 1, Timnath Farms North Metropolitan District No. 2, and Timnath Farms North Metropolitan District No. 3 (collectively, “**District Nos. 1-3**”) on March 1, 2006; and

WHEREAS, District Nos. 1-3 desire to amend their Service Plans to reflect the organization of Timnath Farms North Metropolitan District Nos. 4-6 (“**District Nos. 4-6**” and with District Nos. 1-3, the “**Districts**”), with District Nos. 4-6 seeking approval by the Town of a Service Plan and Intergovernmental Agreement; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and the Timnath Special District Policy, a Consolidated Amended and Restated Service Plan for Timnath Farms North Metropolitan District Nos. 1-3 and a Service Plan for Timnath Farms North Metropolitan District Nos. 4-6 (together the “**Service Plan**”) has been submitted to the Town Council; and

WHEREAS, pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes, as amended (the “**Special District Act**”), and the Timnath Special District Policy, the Town Council held a public hearing on the Service Plan for the Districts; and

WHEREAS, notice of the hearing before the Town Council was duly published in the *Coloradoan*, a newspaper of general circulation within the Town, on August 21, 2019, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts; and

WHEREAS, the Town Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Town Council finds that the Service Plan should be approved, as permitted by Sections 32-1-203(2) and 32-1- 204.5(1)(a), C.R.S., as amended, and the Timnath Special District Policy; and

WHEREAS, the Town Council further finds that it is in the best interests of the residents of the Town to enter into an Intergovernmental Agreement (the "IGA") with the Districts for the purpose of assigning the relative rights and responsibilities between the Town and the Districts with respect to certain functions, operations, and obligations of the Districts; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:

Section 1.

The Town Council hereby determines that all of the requirements of the Special District Act and the Timnath Special District Policy relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of the public hearing was given in the time and manner required by law.

Section 2.

The Town Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Town Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and
- d. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3.

The Town Council hereby approves the Service Plan for the Districts as submitted.

Section 4.

Approval of this Service Plan by the Town 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. Additionally, approval of the Service Plan does not imply approval of any specific public improvement construction obligations, or public improvement reimbursement requirements nor does it imply approval of the timing of any public improvement construction obligations or public improvement reimbursement requirements.

Section 5.

The Mayor and the Town Clerk are hereby authorized to execute, on behalf of the Town, the IGA in substantially the form presented in the Service Plan, with such technical additions, deletions, and variations as the Town Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 6.

This Resolution shall be filed in the records of the Town and a certified copy thereof submitted to the petitioners for the Districts for the purpose of filing in the District Court.

Section 7.

All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON SEPTEMBER 10, 2019.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC

Town Clerk



**TOWN OF TIMNATH MODEL
MULTIPLE DISTRICT SERVICE PLAN**

**CONSOLIDATED AMENDED AND RESTATED
SERVICE PLAN**

FOR

TIMNATH FARMS NORTH METROPOLITAN DISTRICT NOS. 1-3

AND

SERVICE PLAN

FOR

TIMNATH FARMS NORTH METROPOLITAN DISTRICT NOS. 4-6

TOWN OF TIMNATH, COLORADO

Prepared

By

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Approved September 10, 2019

TABLE OF CONTENTS

I. INTRODUCTION.....1

 A. Purpose and Intent.....1

 1. Enabling Authority.....1

 2. General Purpose.....1

 B. Need for the Districts.....1

 C. Objective of the Town Regarding Districts’ Service Plan.....1

II. DEFINITIONS.....2

III. BOUNDARIES.....5

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION.....5

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES6

 A. Powers of the Districts and Service Plan Amendment.....6

 1. Operations and Maintenance Limitation.....6

 2. Fire Protection Limitation.....6

 3. Television Relay and Translation Limitation.....6

 4. Construction Standards Limitation.....7

 5. Financial Advisor Certification.....7

 6. Inclusion Limitation.....7

 7. Exclusion Limitation.....7

 8. Overlap Limitation.....8

 9. Initial Debt and Operations Limitations.....8

 10. Total Debt Issuance Limitation.....8

 11. Fee Limitation.....8

 12. Monies from Other Governmental Sources.....8

13.	Consolidation Limitation	9
14.	Bankruptcy Limitation	9
15.	Water Rights/Resources Limitation.....	9
16.	Extraterritorial Service/Improvements Limitation.....	9
17.	Eminent Domain Limitation	9
18.	Covenant Enforcement/Design Review	10
19.	Financial Review	10
B.	Service Plan Amendment Requirement	10
C.	Preliminary Engineering Survey.....	10
D.	Multiple District Structure	11
VI.	FINANCIAL PLAN	11
A.	General.....	11
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount	11
C.	Maximum Mill Levies	12
D.	Maximum Debt Mill Levy Imposition Term.....	13
E.	Debt Repayment Sources.....	13
F.	Debt Instrument Disclosure Requirement.....	13
G.	Security for Debt.....	14
H.	TABOR Compliance.....	14
I.	District Operating Costs.....	14
VII.	ANNUAL REPORT	14
A.	General.....	14
B.	Reporting of Significant Events.....	14
VIII.	DISSOLUTION.....	15
IX.	DISCLOSURE TO PURCHASERS.....	15

X.	INTERGOVERNMENTAL AGREEMENTS	16
XI.	CONCLUSION	16

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Timnath Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the Districts and Timnath
EXHIBIT E	Public Improvements
EXHIBIT F	Affidavit Regarding Overlapping Consent

I. INTRODUCTION

A. Purpose and Intent.

1. Enabling Authority. It is the intention of the Town that this Service Plan grants authority to the Districts to construct some or all of the Public Improvements authorized herein. In all events, the Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan.

2. General Purpose. This Amended and Restated Multiple District Service Plan for Timnath Farms North Metropolitan District Nos. 1-6 ("Service Plan"), fully amends and supersedes in their entirety the Service Plans for each of Timnath Farms North Metropolitan District Nos. 1-3, which were approved by the Town on March 1, 2006 (the "Original Service Plans"). No development has occurred within the Districts or the Service Area since approval of the Original Service Plan and the amendments contained herein are necessary to incorporate provisions consistent with current development plans and assumptions, as well as authorize the organization of new District Nos. 4, 5 and 6. 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 and not to provide long term operations and maintenance of Public Improvements except as specifically authorized herein or in an intergovernmental agreement with the Town.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. The Service Plan 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 Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of 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 maximum mill levy no higher than the Maximum Aggregate 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 said 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 in connection with any trails and related amenities, or other Public Improvements not dedicated to another entity will be allowed subject to entering into an intergovernmental agreement with the Town.

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 for continuation of any operations approved in an intergovernmental agreement. The Districts may be allowed to continue certain limited operations and to retain those powers necessary to impose and collect taxes or fees to pay for costs and functions if permitted by intergovernmental agreement with the Town.

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 and which shall not exceed the Maximum Debt Mill Levy Imposition Term for residential properties. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden associated with financing such improvements that is greater than that associated with the Maximum Debt Mill Levy in amount, and that no property bear an economic burden associated with such improvements 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.

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 Subdivision Improvement Agreement or other process established by the Town for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town.

Board: means the board of directors of each District.

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

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

District: means any one of the Timnath Farms North Metropolitan District Nos. 1 through No. 6.

District No. 1: means Timnath Farms North Metropolitan District No. 1.

District No. 2: means Timnath Farms North Metropolitan District No. 2.

District No. 3: means Timnath Farms North Metropolitan District No. 3.

District No. 4: means Timnath Farms North Metropolitan District No. 4.

District No. 5: means Timnath Farms North Metropolitan District No. 5.

District No. 6: means Timnath Farms North Metropolitan District No. 6.

Districts: means District No. 1 and District Nos. 2, 3, 4, 5 and 6, 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 Aggregate 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 Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11, below.

Financial Plan: means the Financial Plan described in Section VI, 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. In addition to the information in Section VI the Town may require additional financial forecasts and feasibility reports to support the Financial Plan.

Gallagher Adjustment: means if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes, such increases and 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 applicable mill levy, as adjusted for changes occurring after January 1, 2019, 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.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map which depicts only property contained within the Project as outlined in the Approved Development Plan.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, 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 map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Aggregate Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt, capital improvements administration, operations, and maintenance expenses as set forth in Section VI.C. below.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.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 VI.D below.

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

Minimum Criteria: means that (1) the Debt is subject to the Maximum Debt Mill Levy, as adjusted; (2) together with other outstanding Debt, the Debt is not excess of the maximum Debt authorization, as may be amended from time to time; (3) together with other outstanding Debt, the Debt is not in excess of the Debt authority approved by the District's electorate; (4) the maximum voted interest rate and maximum underwriting discount have not been exceeded; and the Maximum Aggregate Mill Levy and Maximum Debt Mill Levy Imposition Term set forth in the Service Plan have not been exceeded.

Project: means the development or property commonly referred to as Timnath Landing.

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 and listed on **Exhibit E**, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

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 Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council.

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.

Town: means the Town of Timnath, Colorado.

Town Code: means the Town Code of the Town of Timnath, Colorado.

Town Council: means the Town Council of the Town of Timnath, Colorado.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 90 acres, with approximately 85 acres being located within District No. 1 and one acre each being located within each of District Nos. 2-6 and the total area proposed to be included in the Inclusion Area Boundaries is approximately 407.490 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the Districts' boundaries may change from time to time as it undergoes 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 Section V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 497.490 acres of currently vacant land intended for residential and commercial development. The current assessed valuation of the Service Area is \$0.00 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 residential population of the Districts at build-out is estimated to be approximately Three Thousand Five Hundred Thirteen (3,513) people.

Approval of this Service Plan by the Town 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 limited operation and maintenance services within and, if pursuant to an Approved Development Plan, 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, and subject to compliance with § 32-1-107(3)(b)(IV), C.R.S. as evidenced by the affidavit attached hereto as **Exhibit F**, the (“**Affidavit Regarding Overlapping Consent**”).

1. Operations and Maintenance Limitation.

The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any Fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees 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 use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts’ determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the District, 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 Town. 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 Town.

4. Construction Standards Limitation.

The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Financial Advisor Certification.

Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' 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 Districts.

6. Inclusion Limitation.

The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries. The Districts shall not include within any of their boundaries any property inside the Inclusion Area Boundaries without advance notice to the Town. No property will be included within any district at any time unless such property has been annexed into the Town's corporate limits.

7. Exclusion Limitation.

The Districts shall include all property within the Inclusion Area by the date that is 20 years following the date of Town approval of this Service Plan and shall not exclude from their boundaries thereafter any property within the Inclusion Area Boundaries which would result in the property not being within the boundaries of one of the Districts without the prior written consent of the Town. The Districts shall follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

8. Overlap Limitation.

The boundaries of the Districts shall not overlap unless the combined mill levies for the overlapping Districts will not at any time exceed the Maximum Aggregate Mill Levy, respectively. 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 combined mill levies for the districts will not at any time exceed the Maximum Aggregate Mill Levy.

9. Initial Debt and Operations Limitations.

On or before the effective date of approval by the Town of an Approved Development 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. This requirement may be waived by administrative action of the Town.

10. Total Debt Issuance Limitation.

The Districts shall not issue Debt in excess of \$99,260,000. The Total Debt Issuance Limitation shall not apply to bonds, loans, notes, or other instruments issued for the purpose of refunding, refinancing, reissuing or restructuring outstanding Debt. Nor shall the Total Debt Issuance Limitation apply to a District's pledge of its property tax or specific ownership tax revenues to the Debt of one of the other Districts.

11. Fee Limitation.

The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. Any Fees and any proposed increase in Fees shall be subject to review and written approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of a Fee or increase in Fee within thirty (30) days of receipt of a written request, the Town shall be deemed to have waived its approval authority with respect to the requested Fee or an increase in Fee. Any Fee imposed without approval as set forth herein shall constitute a material departure from the Service Plan. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from owners of Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a direct 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 section related to capital fees charged to End Users 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 Town is eligible to apply for, except pursuant to an intergovernmental agreement

with the Town. 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.

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

14. Bankruptcy Limitation.

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

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

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

The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the conditional approval of this Service Plan.

15. Water Rights/Resources Limitation.

The Districts may acquire, own, manage, adjudicate or develop water rights or resources in accordance with the Approved Development Plan and any rules or regulations issued by the Fort Collins-Loveland Water District, the South Fort Collins Sanitation District, or any other applicable water and sanitation district.

16. Extraterritorial Service/Improvements Limitation.

The Districts shall not provide any extraterritorial service or public improvements not listed in the Approved Development Plan without Town consent which may be obtained administratively, in writing, from the Town Manager.

17. Eminent Domain Limitation.

The Districts shall be authorized to utilize the power of eminent domain after entering into a written agreement with the Town.

18. Covenant Enforcement/Design Review.

The Districts shall be authorized, but not obligated to, provide all community functions authorized by covenants, conditions and restrictions including the Covenant Enforcement and Design Review Services for the Project. The Districts shall not impose assessments to fund Covenant Enforcement and Design Review Services, but the Districts shall be authorized to impose Fees to defray the costs of such Services. The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services.

19. Financial Review.

The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan at its discretion, including more frequently than the so-called “quinquennial” review contemplated by CRS Section 32-1-1101.5. Within sixty days of receipt of notice of the Town’s intent to conduct such a financial review, the Districts shall submit to the Town an application for a finding of reasonable due diligence setting forth the amount of the Districts’ authorized but unissued general obligation debt, any current or anticipated plan to issue such debt, a copy of each District’s last audit or audit exemption, and any other information required by the Town to conduct its review. The Town’s procedures for conducting a financial review under this Paragraph 19, and the remedies available to the Town as a result of such financial review shall be identical to those provided for in CRS Section 32-1-1101.5(2). Such Town review shall be with reference to whether the Districts are in compliance with the Service Plan, the Intergovernmental Agreement, and the Special District Act.

B. 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 V.A, VI, or VII.A-I. shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the Districts as set forth on **Exhibit E**, 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, 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 \$108,334,317.

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 Town, or any other appropriate entity providing a service the Town does not provide, 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.

D. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an intergovernmental agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. 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 its 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 and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed \$99,260,000 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 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, subject to the limits in this Service Plan. In addition to the information in this Section VI, the Town may require additional financial forecasts and feasibility reports.

The Financial Plan is only one example of how the Districts may finance the Public Improvements and is not intended to establish an additional limitation but, rather is one example of a financing that could be pursued. The amount of Debt issued, the mill levy pledged, the date of issuance, the term of the bonds and the other information in the Financial Plan is intended to show one example of the Districts' ability to issue and repay Debt. The actual Debt issued by the Districts will most certainly differ from what is shown in the Financial Plan. Notwithstanding anything else herein to the contrary, all issuances of Debt shall be deemed to be in compliance with the Financial Plan and the Service Plan so long as the Minimum Criteria have been met.

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. All debt-related election ballot questions shall provide that in the event of a default, the proposed maximum interest rate on any Debt shall not exceed eighteen percent (18%). All debt-related election ballot questions shall provide that the proposed maximum underwriting discount for Debt 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. All debt-related election ballot questions shall be drafted so as to limit each District's debt service mill levy to the Maximum Debt Mill Levy. Prior to any election to authorize the issuance of debt, each district shall cause a letter prepared by an attorney licensed in the State of Colorado to be provided to the Town opining that the requirements of this paragraph have been satisfied. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan and shall entitle the Town to all remedies available at law and in equity, including the remedies provided for in Section V (19), herein.

C. Maximum Mill Levies.

1. 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 subject to and included within the Aggregate Mill Levy Cap defined below.

2. The Maximum Operations and Maintenance Mill Levy shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of administration, operations, maintenance, and capital costs, and shall be subject to and included within the Aggregate Mill Levy Cap defined below.

3. The Maximum Aggregate Mill Levy shall be the maximum combined mill levy a District is permitted to impose upon the taxable property within the District for payment of all expense categories, including but not limited to: Debt, capital costs, and administration, operations, and maintenance costs, and shall be fifty (50) mills, which maximum shall be subject to Gallagher Adjustment.

4. If the total amount of aggregate Debt of a District exceeds fifty percent (50%) of that District's assessed valuation, the Maximum Aggregate Mill Levy shall be fifty (50) mills. If the total amount of aggregate Debt of a District is equal to or less than fifty percent (50%) of that District's assessed valuation, either on the date of issuance or at any time thereafter, the Maximum Aggregate Mill Levy will be increased to sixty (60) mills.

5. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.4. above, so that the Districts are entitled to pledge to their debt service payments the increased Maximum Debt Mill Levy as described above, the Districts may provide that such Debt shall remain secured by the increased Maximum Debt Mill Levy as described above, notwithstanding any subsequent change in the Districts' 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.

6. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each 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.

7. 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 Town as part of a Service Plan Amendment.

D. Maximum Debt Mill Levy Imposition Term.

No District shall have any authority to impose or collect any mill levy, fee, charge, rate, toll or any other financial burden on property or persons for repayment of any and all Debt (or use the proceeds hereof 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 a debt service mill levy by the District in which such property is located, unless a majority of the Board are residents of the District and the Board shall have voted in favor of a refunding of a part or all of the Debt. At the end of the forty (40) year term any and all debt that has not been paid shall be forgiven.

E. Debt Repayment Sources.

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 the Districts exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term.

The Town has established the Timnath Landing General Improvement District pursuant to Ordinance No. 9, Series 2019 (the "GID") for the purposes of reimbursing the developer of the Project for extra-ordinary improvements described in Exhibit L of the Amended and Restated Master Subdivision Improvement Agreement for Timnath Landing (the "GID Improvements"). The Districts may not reimburse the developer or any other party for the GID Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts 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 Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, of any one or all of 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. District 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 \$100,000, 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 \$50,000 which is anticipated to be derived from property taxes and other revenues.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been issued.

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 Districts' 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 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 Town 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', and any entity formed by one or more 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 any of the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of a District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

In addition to the annual report, the Districts will be required to submit to a periodic review, unlimited in scope, as provided for in Section V (19) herein.

VIII. DISSOLUTION

Upon an independent determination by the Town Council that the purposes for which a District was created have been accomplished, all powers contained in the service plan will be suspended except as necessary to develop and propose a plan for dissolution and to conduct all proceedings required for the dissolution, including an election, if necessary. The Districts agree to file petitions and a plan for dissolution with the Town for review and approval before filing said documents in the appropriate district court in accordance with § 32-1-701 *et seq.* C.R.S.

IX. 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 Aggregate 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 Town prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Aggregate Mill Levy.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the intergovernmental agreement in the attached form at its first Board meeting after its organizational election. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the intergovernmental agreement in the attached form at the public hearing approving the Service Plan. Any determination by a court of competent jurisdiction that such intergovernmental agreement is invalid, nonbinding, or unenforceable in any material degree shall be deemed a material departure from the express terms of this Service Plan.

The form of the TDA Intergovernmental Agreement is attached hereto as **Exhibit E**. The Districts shall approve the TDA Intergovernmental Agreement in the attached form at its first Board meeting after its organizational election. Failure of the Districts to execute the TDA Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council shall approve the TDA Intergovernmental Agreement in the attached form at the public hearing approving the Service Plan. [if applicable]

All intergovernmental agreements must be submitted to the Town for review and approval by the Town before execution by the Districts.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., 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 has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A
Legal Descriptions

Legal Description – District No. 1

LEGAL DESCRIPTION - TIMNATH FARMS NORTH METROPOLITAN DISTRICT NO. 1

AN IRREGULAR PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35 AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO BEAR N89°40'50"W, AS SHOWN ON THE PLAT OF TIMNATH FARMS FOURTH ANNEXATION TO THE TOWN OF TIMNATH, WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, N00°06'32"E, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38 AND THE NORTHERLY BOUNDARY OF TIMNATH RANCH FOURTH ANNEXATION TO THE TOWN OF TIMNATH;

THENCE ALONG SAID NORTHERLY BOUNDARY OF TIMNATH RANCH FOURTH ANNEXATION TO THE TOWN OF TIMNATH, N89°40'50"W, 2648.28 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY BOUNDARY, N89°39'13"W, 1942.39 FEET;
THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARIES OF TIMNATH RANCH THIRD ANNEXATION TO THE TOWN OF TIMNATH THE FOLLOWING FOUR (4) COURSES:

1. N00°20'47"E, 20.00 FEET;
2. N89°39'13"W, 320.56 FEET;
3. N41°41'13"W, 430.26 FEET;
4. N06°41'36"W, 414.32 FEET;

THENCE ALONG THE BOUNDARY OF THE PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED BETWEEN TIMNATH FARMS, INC. AND TIMNATH LAND AND CATTLE COMPANY I, LLC RECORDED MAY 24, 2000 AT RECEPTION NO. 2000033822 THE FOLLOWING THREE (3) COURSES:

1. N00°14'31"E, 910.58 FEET;
2. S89°39'28"E, 385.84 FEET;
3. N00°11'20"E, 131.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COLORADO AND SOUTHERN RAILROAD;

THENCE N61°21'13"E, 107.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD AND A POINT ON THE BOUNDARY OF THE PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED BETWEEN TIMNATH FARMS INC. AND TIMNATH LAND AND CATTLE COMPANY I, LLC RECORDED MAY 24, 2000 AT RECEPTION NO. 2000033822;

THENCE ALONG SAID BOUNDARY N00°14'31"E, 203.19 FEET TO A POINT OF CURVE;
THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 61°13'03", (THE CHORD OF WHICH BEARS S78°36'38"E, 437.89 FEET) 459.43 FEET;

THENCE S48°00'06"E, 546.04 FEET;

THENCE S60°19'29"E, 886.98 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 899.65 FEET AND A CENTRAL ANGLE OF 18°44'48", (THE CHORD OF WHICH BEARS S60°22'02"E, 308.53 FEET) 310.06 FEET;


THENCE S47°48'33"E, 166.42 FEET TO A POINT ON A CURVE;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1035.00 FEET AND A CENTRAL ANGLE OF 23°36'35", (THE CHORD OF WHICH BEARS S78°01'06"E, 423.48 FEET) 426.48 FEET;

THENCE S88°48'23"E, 241.35 FEET;
THENCE S00°10'37"W, 817.57 FEET TO THE POINT OF BEGINNING CONTAINING 3,703,912
SQUARE FEET OR 85.030 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY, EXPRESSLY
EXCLUDED FROM THIS LEGAL INSTRUMENT ARE ANY ESTATES BELOW THE SURFACE
INCLUDING OIL, GAS AND COAL AND ALL MINERAL RIGHTS (INCLUDING SAND AND GRAVEL) AND ANY
RELATED RIGHTS OF SURFACE ESTATE.

John S. McDaniel
PHILIPPED UNDER MY SUPERVISION
FOR AND ON BEHALF OF JOHN S. McDANIEL, PLS NO. 1
JOHN S. McDANIEL, PLS NO. 1



Legal Description – District No. 2



LEGAL DESCRIPTION
EMK CONSULTANTS, INC.

7000 SOUTH ALTON WAY, BUILDING F, CENTENNIAL, COLORADO 80118-8018 (303) 994-1820

SHEET 2 OF 2

ENGINEERING & SURVEYING

NOTICE: This drawing does not represent a monumented survey and is only intended to depict the approximate legal description.

Date: 01/20/08 Job No.: 12418.00
 Scale: N/A Drawn By: JSM

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within 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 years from the date of the certification shown herein.

REV. 2/23/08

LEGAL DESCRIPTION-TIMMATH FARMS NORTH METROPOLITAN DISTRICT NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 8TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 8TH PRINCIPAL MERIDIAN:

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, N00°08'32"E, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.72 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.72 FEET;

THENCE N00°08'32"E, 208.70 FEET;

THENCE S88°40'50"E, 208.72 FEET;

THENCE S00°08'32"W, 208.70 FEET TO THE POINT OF BEGINNING, CONTAINING 43,580 SQUARE FEET OR 1.000 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING OIL, GAS AND OTHER MINERALS (INCLUDING SAND AND GRAVEL) AND ANY RELATED RIGHTS OF SURFACE USE.

PREPARED BY:
 JON S. McDANIEL, PLS
 FOR AND ON BEHALF OF
 EMK CONSULTANTS, INC.



Legal Description – District No. 3



LEGAL DESCRIPTION

EMK CONSULTANTS, INC.

SHEET 2 OF 2

ENGINEERING & SURVEYING

7008 SOUTH ALTON WAY, BUILDING F, CENTENNIAL, COLORADO 80118-8018 (303) 694-1280

NOTICE: This drawing does not represent a conventional survey and is only intended to depict the accompanying legal description.

Date 01/20/08 Job No. 11018.00
Scale N/A Drawn By CSH

WARNING: According to Colorado law you must commence any legal action based upon any defect in this survey within 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 years from the date of the certification shown herein.

REV. 2/23/06

LEGAL DESCRIPTION—TIMNATH FARMS NORTH METROPOLITAN DISTRICT NO. 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, N00°08'32"E, 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.72 FEET;

THENCE N00°08'32"E, 208.70 FEET;

THENCE S89°40'50"E, 208.72 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, S00°08'32"W, 208.70 FEET TO THE POINT OF BEGINNING, CONTAINING 43,580 SQUARE FEET OR 1.000 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING OIL, GAS AND OTHER MINERALS (INCLUDING SAND AND GRAVEL) AND ANY RELATED RIGHTS OF SURFACE USE.

PREPARED BY:
JON S. McDANIEL, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.



Legal Description – District No. 4



EMK CONSULTANTS, INC.
ENGINEERING & SURVEYING

**LAND DEVELOPMENT
 SERVICES AND SOLUTIONS**

7008 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)894-1520
 www.emkc.com

DISTRICT NO. 4
LEGAL DESCRIPTION

LEGAL DESCRIPTION-TIMNATH FARMS NORTH METROPOLITAN DISTRICT NO. 4

A PARCEL OF LAND BEING A PORTION OF TRACT C, TIMNATH LANDING FILING NO 1, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, N00°06'32"E, 70.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38 (ALSO KNOWN AS EAST HARMONY ROAD);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°40'50"W, 417.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.71 FEET;

THENCE N00°06'32"E, 208.71 FEET;

THENCE S88°40'50"E, 208.71 FEET;

THENCE S00°06'32"W, 208.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,560 SQUARE FEET OR 1.000 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY, EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING OIL, GAS AND OTHER MINERALS (INCLUDING SAND AND GRAVEL) AND ANY RELATES RIGHTS OF SURFACE USE.

[Handwritten Signature]

PREPARED FOR AND ON
 BEHALF OF EMK CONSULTANTS INC.

Legal Description – District No. 5



EMK CONSULTANTS, INC.
ENGINEERING & SURVEYING

**LAND DEVELOPMENT
 SERVICES AND SOLUTIONS**
www.EMKC.com

7008 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)694-1820

DISTRICT NO. 5

LEGAL DESCRIPTION

LEGAL DESCRIPTION-TIMNATH FARMS NORTH METROPOLITAN DISTRICT NO. 5

A PARCEL OF LAND BEING A PORTION OF TRACT C, TIMNATH LANDING FILING NO 1, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWNSHIP 7 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, N00°06'32"E, 70.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38 (ALSO KNOWN AS EAST HARMONY ROAD);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°40'50"W, 626.16 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.71 FEET;

THENCE N00°06'32"E, 208.71 FEET;

THENCE S89°40'50"E, 208.71 FEET;

THENCE S00°06'32"W, 208.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,560 SQUARE FEET OR 1.000 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING OIL, GAS AND OTHER MINERALS (INCLUDING SAND AND GRAVEL) AND ANY RELATES RIGHTS OF SURFACE USE.

[Handwritten Signature]



Stephen H. Harding
 sharding@emkc.com
 08.07.13:28:46-08'00'

PREPARED FOR AND ON
 BEHALF OF EMK CONSULTANTS INC.

Legal Description – District No. 6



EMK CONSULTANTS, INC.
ENGINEERING SURVEYING

**LAND DEVELOPMENT
 SERVICES AND SOLUTIONS**
www.FMKC.com

7006 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)884-1520

DISTRICT NO. 6

LEGAL DESCRIPTION

LEGAL DESCRIPTION-TIMNATH FARMS NORTH METROPOLITAN DISTRICT NO. 6

A PARCEL OF LAND BEING A PORTION OF TRACT C, TIMNATH LANDING FILING NO 1, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, N00°06'32"E, 70.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 38 (ALSO KNOWN AS EAST HARMONY ROAD);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N89°40'50"W, 834.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°40'50"W, 208.71 FEET;

THENCE N00°06'32"E, 208.71 FEET;

THENCE S89°40'50"E, 208.71 FEET;

THENCE S00°06'32"W, 208.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,680 SQUARE FEET OR 1.000 ACRES, MORE OR LESS.

THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY, EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING OIL, GAS AND OTHER MINERALS (INCLUDING SAND AND GRAVEL) AND ANY RELATES RIGHTS OF SURFACE USE.

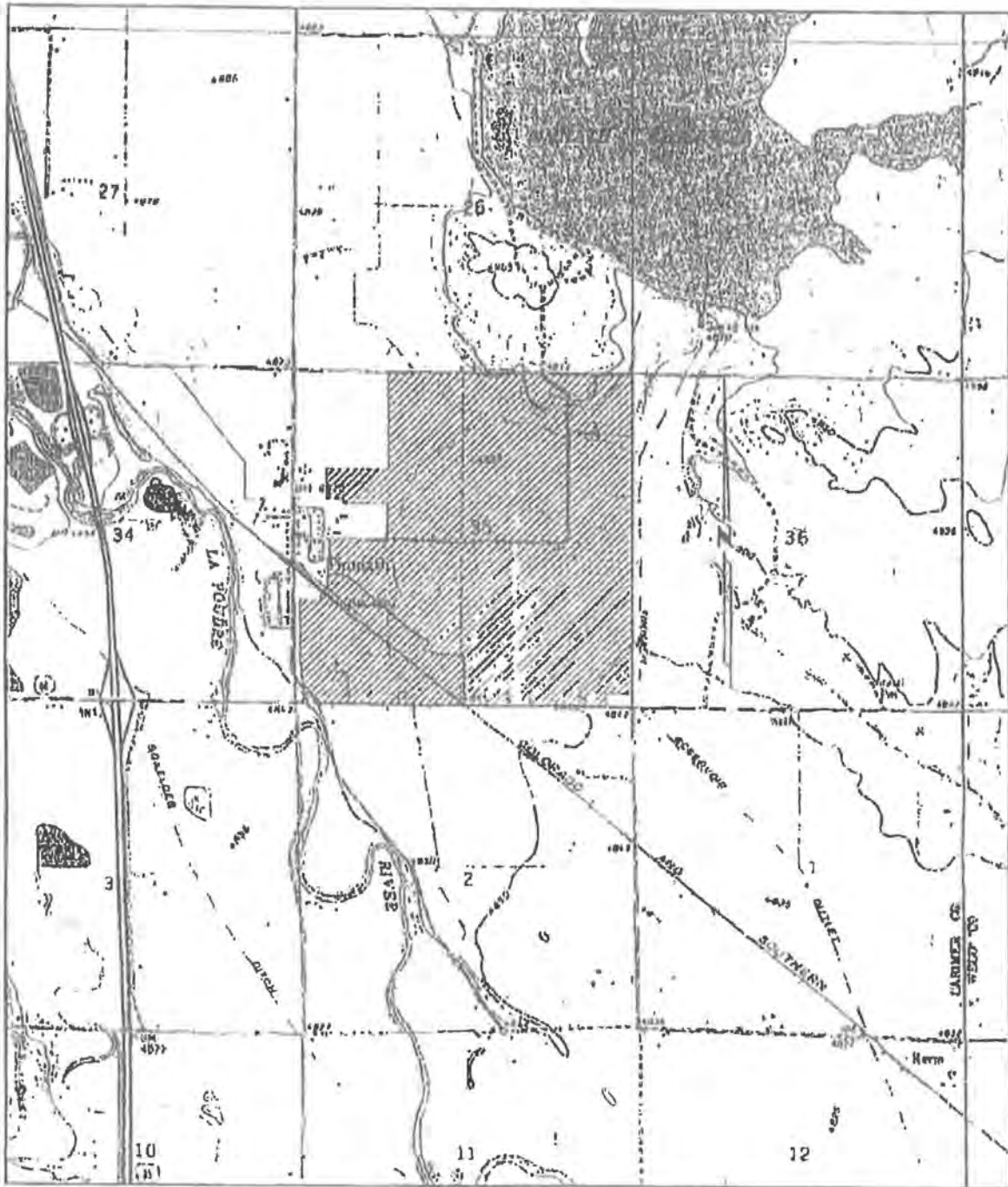
[Handwritten Signature]

Stephen H. Harding
 sharding@emko.com
 08.07.13:28:34-08'00'

PREPARED FOR AND ON
 BEHALF OF EMK CONSULTANTS INC.

EXHIBIT B

Timnath Vicinity Map



VICINITY MAP
SCALE: 1"=2000'

EXHIBIT C-1

Initial District Boundary Map

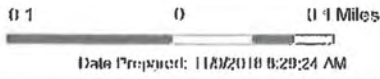
Initial District Boundary Map – District No. 1



Timnath Farms North MD No. 1



Legend		Notes
<ul style="list-style-type: none"> Tax Parcels PLSS Township and Range PLSS Sections PLSS Quarter Sections Railroads 	<ul style="list-style-type: none"> Rivers and Streams County Boundary Herby Mountain National Park Incorporated Areas City or Town 	



Scale
1: 7,200



This map was created by Lanier County GIS using data from multiple sources for informational purposes only. This map may not reflect recent updates prior to the date of printing. Lanier County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Initial District Boundary Map – District No. 2



Timnath Farms North MD No. 2



Legend		
Addresses	-- Railroads	City or Town
[] Subdivisions	Major Road System	County
Tax Parcels	Road System	State
Platted Lots	Lakes and Ponds	Federal
Home Owners Assos & Severed Mini Rights	Major Rivers and Streams	Other

Notes

0 0 0 0 Miles

Scale
1: 1,200



Date Prepared: 11/9/2018 8:31:18 AM

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Initial District Boundary Map – District No. 3

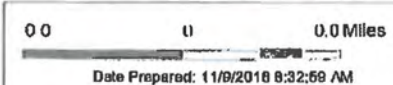


Timnath Farms North MD No. 3



Legend		
Addresses	Railroads	City or Town
Subdivisions	Major Road System	County
Tax Parcels	Road System	State
Platted Lots	Lakes and Ponds	Federal
Home Owners Assoc & Saved Mini Rinks	Major Rivers and Streams	Other

Notes



Scale
1:1,200

This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Date Prepared: 11/9/2018 8:32:59 AM

Initial District Boundary Map – District No. 4

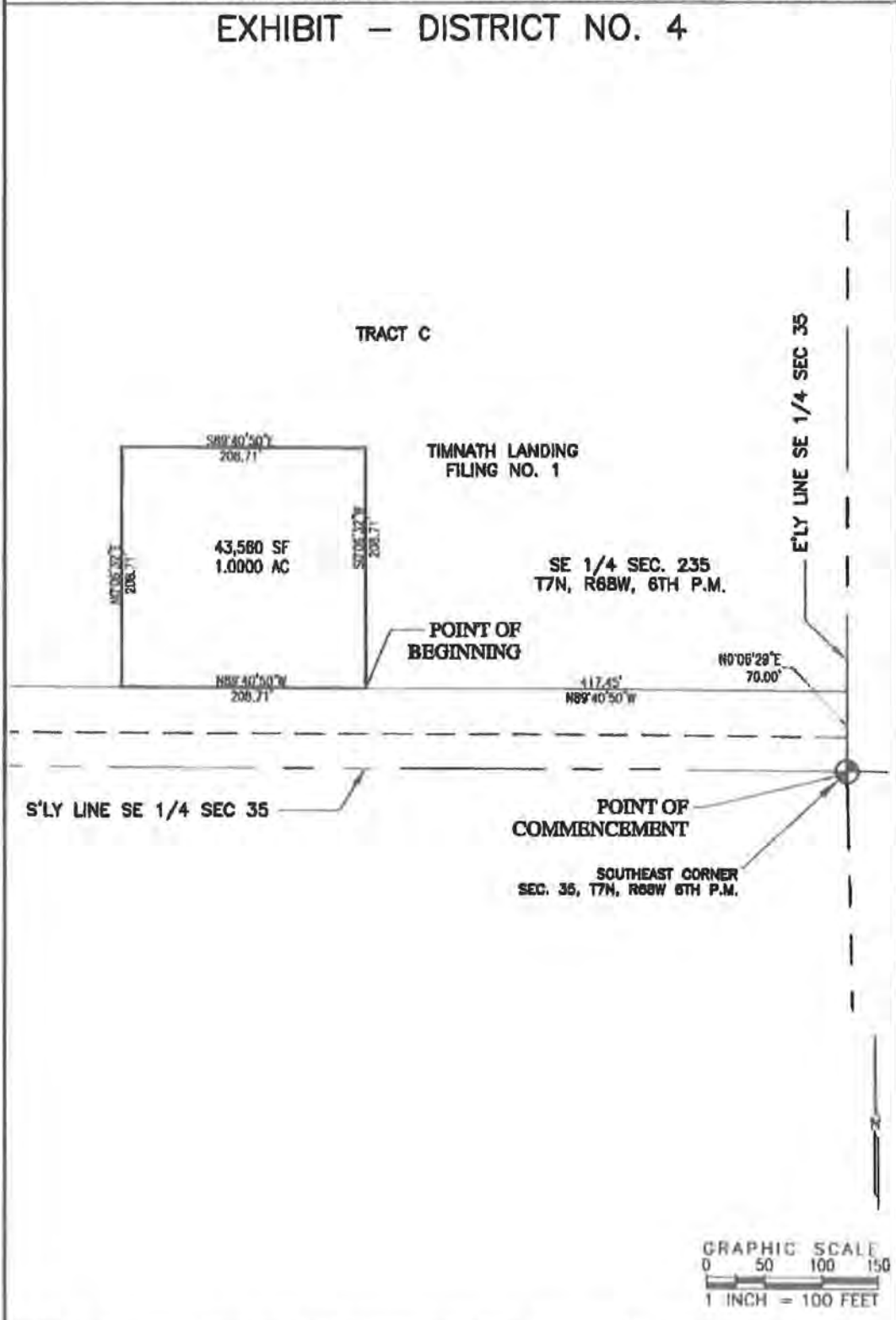


EMK CONSULTANTS, INC.
ENGINEERING & SURVEYING

**LAND DEVELOPMENT
 SERVICES AND SOLUTIONS**
 www.EMKC.com

7008 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)894-1520

EXHIBIT - DISTRICT NO. 4

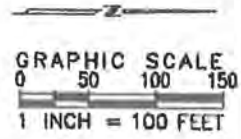
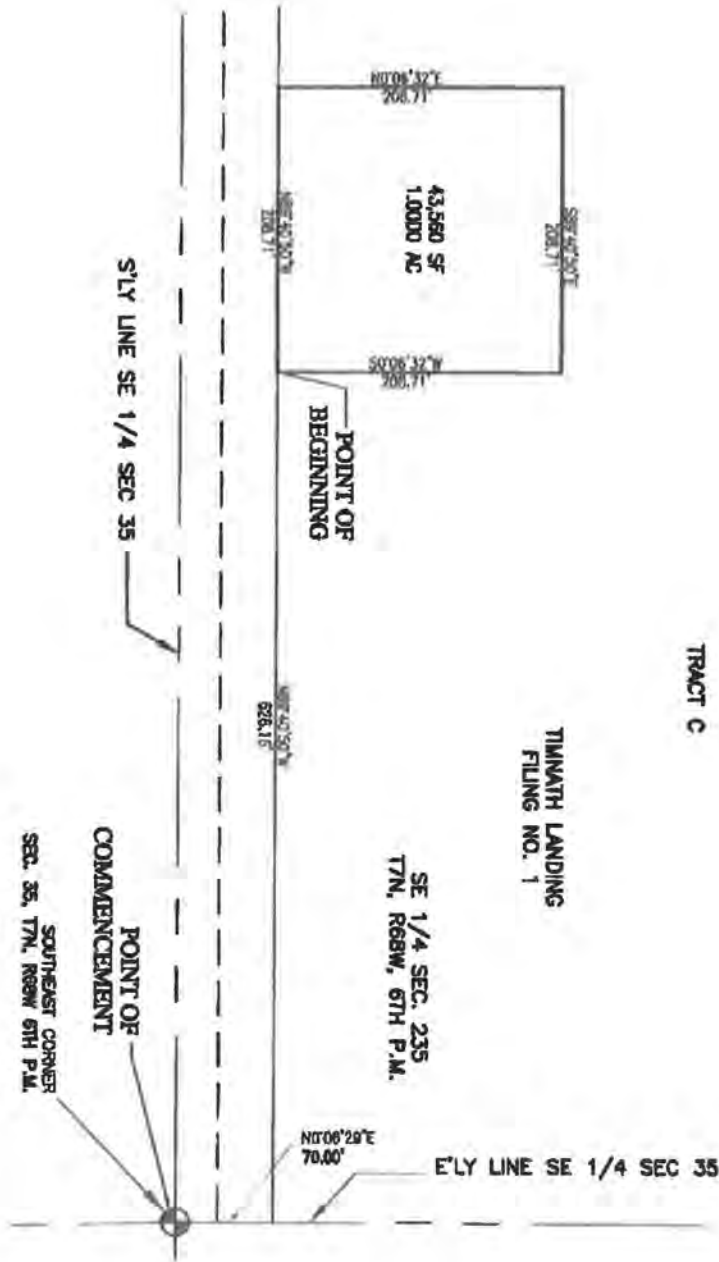


DRAWN BY: ATK APPROVED BY: RDS JOB NO: 12415 DATE: 8/6/2019 PAGE: 2 OF 2
 NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN 3 YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Initial District Boundary Map – District No. 5



EXHIBIT – DISTRICT NO. 5



Initial District Boundary Map – District No. 6



EXHIBIT - DISTRICT NO. 6

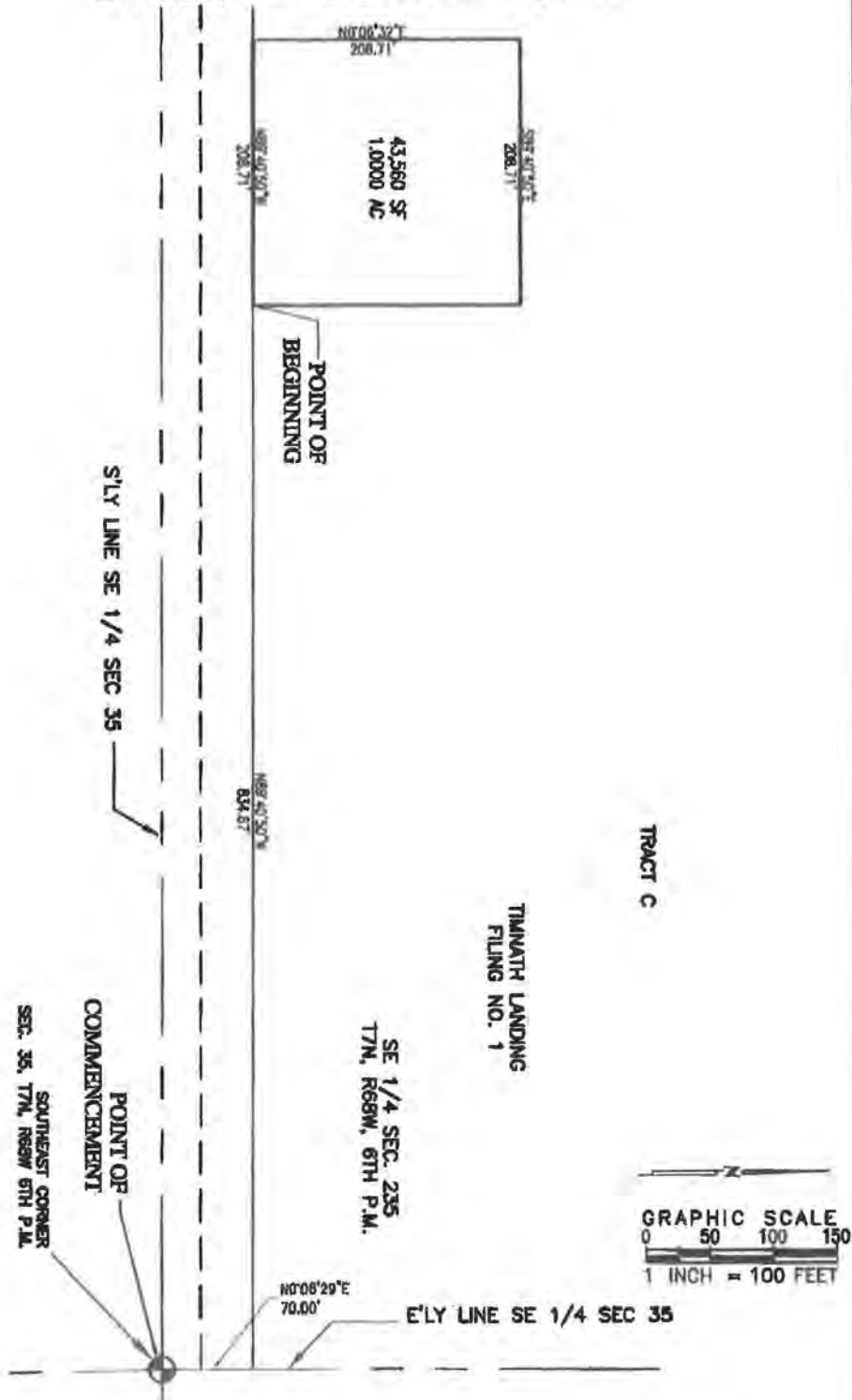
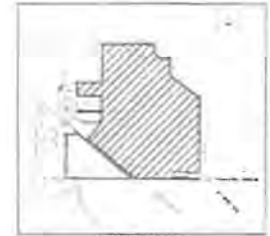
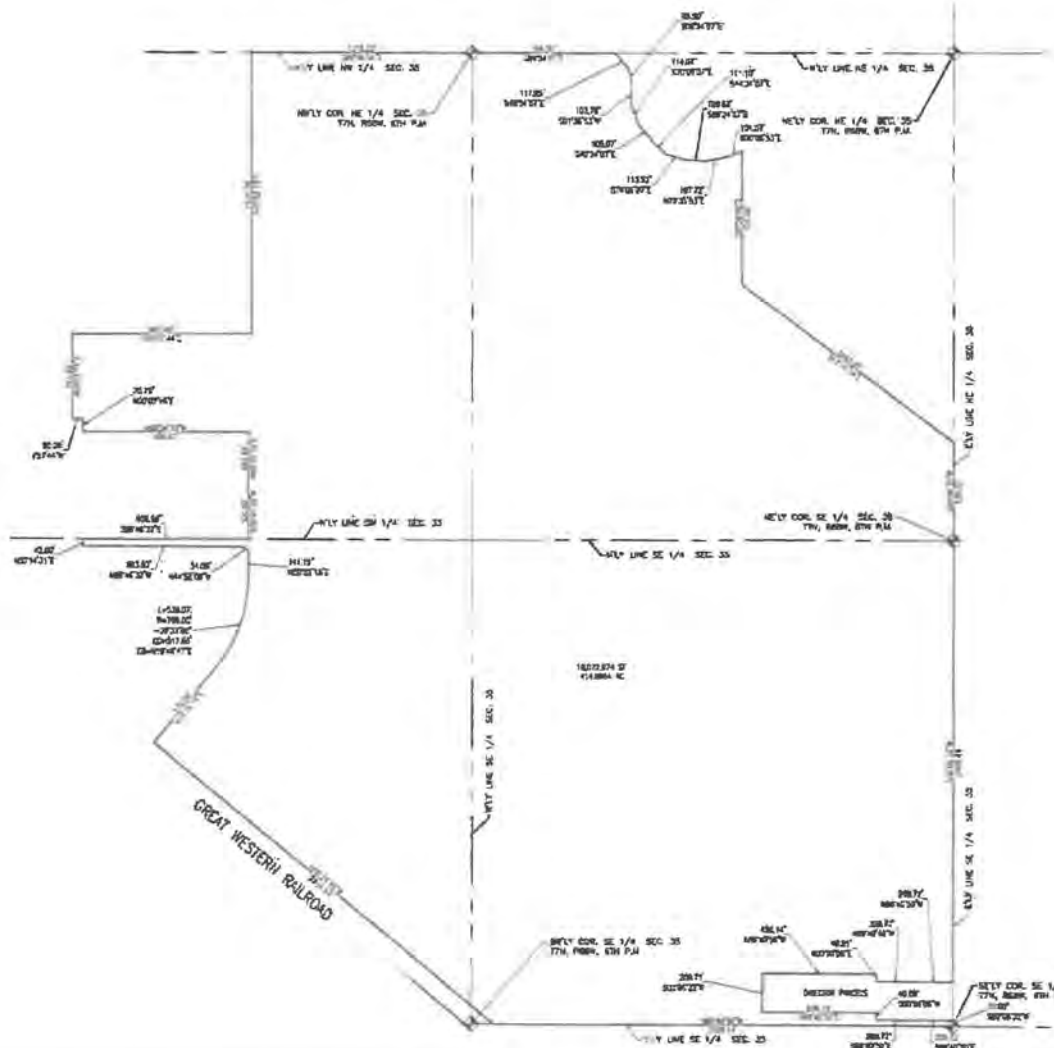


EXHIBIT C-2

Inclusion Area Boundary Map

TIMNATH FARMS NORTH INCLUSION AREA

A PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE



EMK EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING/SURVEYING
7008 SOUTH ALTON WAY, BLDG. F
DENVER, COLORADO 80112-2018
(303)994-1500 FAX: (303)994-2000

EXHIBIT D

Intergovernmental Agreement between the Districts and Timnath

**AMENDED AND RESTATED
MULTIPLE DISTRICT SERVICE PLAN**

INTERGOVERNMENTAL AGREEMENT BETWEEN

**THE TOWN OF TIMNATH, COLORADO
AND**

TIMNATH FARMS METROPOLITAN DISTRICT NOS. 1-6

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, _____, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado ("Town"), and TIMNATH FARMS NORTH METROPOLITAN DISTRICT NOS. 1-6, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The Town 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 Plan approved by the Town on _____ ("**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by the Timnath Town Code; and

WHEREAS, the Town 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 purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts shall be authorized, but not obligated to, own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other public entity. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any Fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees 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 use of District park and recreational improvements by Town residents who do not

reside in the Districts to ensure that such costs are not the responsibility of a District's residents, provided that such administrative Fee shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, similar fees paid by residents of the Districts. All such Fees shall be based upon the District's determination that such Fees do not exceed a reasonable annual market fee for users of such facilities. All operations and maintenance Fees and Fee increases shall be subject to review and approval by the Town. Notwithstanding the foregoing, all parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge.

5. Service Plan. The Districts shall not take any action, including without limitation the issuance of any obligations or the imposition of any tax, which would constitute material modification of the Service Plan as set forth in CRS Section 32-1-207(2). Actions of a District which constitute a material modification of the Service Plan shall be a default under this Agreement and shall entitle the Town to protect and enforce its rights under this Agreement by such suit, action, or special proceedings as the Town deems appropriate. It is intended that the remedies herein shall be in addition to any remedies the Town may have or actions the Town may bring under CRS Section 32-1-207, or any other applicable statute. The applicable District shall have forty-five (45) days to cure such material departure. If the material departure is of a type that is not capable of being cured within the 45 day period and the applicable District gives written notice to the Town within the 45 day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material departure following the end of such 45 day period, but not to exceed ninety (90) days, to cure the material departure, provided that the District is at all times actively and diligently pursuing the cure, failing which, the applicable District will be in default under this Agreement. During any applicable cure period, the Town shall not take any action to enjoin the applicable District. In the event the applicable District fails to complete the cure or take any action to cure the material departure, the Town may impose any sanctions allowed by the Timnath Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of CRS Section 32-1-207(3)(b), however, the time limits of CRS Section 32-1-207(3)(b) are expressly waived by the Districts.

The Service Plan grants authority to the Districts to construct some or all of the Public Improvements identified herein. If the Districts elect not to provide certain of the Public Improvements that are assigned to it as part of an Approved Development Plan, the Districts shall notify the Town in writing of such election whereupon the Town shall have 30 days to provide a letter to the Districts that such election does not constitute a material modification hereof, or to otherwise advise the Districts of the obligation to seek a formal amendment to this Service Plan. If the Town determines that such election does not constitute a material modification hereof, the Districts shall submit a written modification of this Service Plan to the Town for administrative approval as a non—material modification, whereupon the authority of the Districts to provide such Public Improvements shall be deemed stricken from the Service Plan.

6. 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: Timnath Farms North Metropolitan District Nos. 1-6
Attn: General Counsel
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Fax: 303-592-4385

To the Town: Attn: Town Manager
Town of Timnath
4800 Goodman Street
Timnath, CO 80547
Phone: (970) 224-3211

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.

7. 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.

8. Assignment. Neither 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 the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

9. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including but not limited to suits for declaratory judgment, specific performance, injunction, and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

11. 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.

12. 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.

13. 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 Town 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 Town shall be for the sole and exclusive benefit of the Districts and the Town.

14. 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.

15. 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.

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

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

TIMNATH FARMS NORTH
METROPOLITAN DISTRICT NOS. 1-6

By: _____
President

Attest:


Secretary

TOWN OF TIMNATH, COLORADO

By: 

Mayor

Attest:

By: 
Its: Town Clerk

APPROVED AS TO FORM: _____

EXHIBIT E
Public Improvements



FILING SUMMARY

TIMNATH LANDING FILING	BUDGET AMOUNT
Filing One	\$ 14,953,639
Filing Two	\$ 44,031,712
Filing Three	\$ 16,071,302
Filing Four	\$ 33,277,663
<u>Total</u>	<u>\$ 108,334,317</u>

Note: Quantities are based on preliminary layouts and subject to change with final design.





Timnath Landing - Filing One

CONSTRUCTION SOFT COSTS		Quantity	Unit	Unit Cost	Total Cost
1	Civil Engineering	1	LS	\$ 750,000.00	\$ 750,000
2	Survey	1	LS	\$ 130,000.00	\$ 130,000
3	Miscellaneous & Re-stake	1	LS	\$ 35,000.00	\$ 35,000.00
4	Pavement Design	1	LS	\$ 25,000.00	\$ 25,000
5	Materials Testing	1	LS	\$ 50,000.00	\$ 50,000
CONSTRUCTION SOFT COSTS					\$ 990,000.00
EROSION CONTROL					
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000
2	Earth Berm in Liew of Silt Fence	7,610	LF	\$ 0.60	\$ 4,566
3	VTC	3	EA	\$ 3,600.00	\$ 10,800
4	Stabilized Staging Area	1	EA	\$ 6,019.20	\$ 6,019
5	Portable Toilet Protection	1	EA	\$ 684.00	\$ 684
6	Rock Sock	42	EA	\$ 46.51	\$ 1,954
7	Inlet Protection	13	EA	\$ 540.00	\$ 7,020
8	Sediment Control Log	1,633	LF	\$ 3.00	\$ 4,899
9	Concrete Washout	2	EA	\$ 960.00	\$ 1,920
10	Temporary Seeding & Mulching	45	AC	\$ 1,500.00	\$ 67,500
EROSION CONTROL					\$ 120,361.70
EARTHWORK & GRADING					
1	Mobilization	1	LS	\$ 66,000.00	\$ 66,000
2	Clearing and Grubbing	1	LS	\$ 18,000.00	\$ 18,000
3	Strip Site and Stockpile	20,320	CY	\$ 2.25	\$ 45,720
4	Dewatering for Earthwork	10	DAY	\$ 3,481.61	\$ 34,816
5	Overlot Cut/Fill with 95% ASTM D698 Compaction	189,000	CY	\$ 3.00	\$ 567,000
6	Rock Excavation	2,000	CY	\$ 3.50	\$ 7,000
7	Fine Grade Detention Ponds to +/- .10'	154,100	SF	\$ 0.05	\$ 7,397
8	Rough Grade Site to +/- .20'	1,861,720	SF	\$ 0.05	\$ 89,363
9	Respread Strippings at Nonstructural Areas	20,320	CY	\$ 2.16	\$ 43,891
10	Repair Meter Pit and Remove Vault at existing House on 4th Ave.	1	LS	\$ 6,000.00	\$ 6,000
GRADING					\$ 885,187
STORM SEWER					
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000
2	North Forebay	1	EA	\$ 19,699.20	\$ 19,699
3	West Forebay	1	EA	\$ 8,618.40	\$ 8,618
4	Trickle Channel	412	LF	\$ 51.60	\$ 21,259
5	Pond Overflow Spillway	1	EA	\$ 20,091.91	\$ 20,092
6	Pond Outlet Structure	1	EA	\$ 33,023.21	\$ 33,023
7	60" Concrete FES	1	EA	\$ 7,800.00	\$ 7,800
8	60" RCP Class III	95	LF	\$ 312.00	\$ 29,640
9	36" RCP Class III	497	LF	\$ 159.60	\$ 79,321
10	36" Concrete FES	1	EA	\$ 3,600.00	\$ 3,600
11	30" RCP Class III	115	LF	\$ 124.80	\$ 14,352
12	24" RCP Class III	590	LF	\$ 98.40	\$ 58,056
13	18" RCP Class III	1,112	LF	\$ 79.20	\$ 88,070
14	20' TYPE R Inlet	2	EA	\$ 18,000.00	\$ 36,000
15	10' TYPE R Inlet	1	EA	\$ 11,400.00	\$ 11,400
16	5' Dia Storm Manhole	3	EA	\$ 6,000.00	\$ 18,000
17	4' Dia Storm Manhole	5	EA	\$ 4,707.60	\$ 23,538
18	10' x 7' Box Base Manhole	1	EA	\$ 16,800.00	\$ 16,800
19	Remove Existing 24" FES	1	EA	\$ 900.00	\$ 900
20	Connect to Existing 24" RCP w/ Concrete Collar	1	EA	\$ 2,400.00	\$ 2,400
STORM SEWER					\$ 552,570

	STORM SEWER Pond to the Entrance Road					
1	18" RCP Class III	59	LF	\$ 79.20	\$	4,673
2	36" RCP Class III	19	LF	\$ 159.60	\$	3,032
3	42" RCP Class III	127	LF	\$ 210.00	\$	26,670
4	48" RCP Class III	201	LF	\$ 246.00	\$	49,446
5	54" RCP Class III	678	LF	\$ 278.40	\$	188,755
6	54" Flared End section	1	EA	\$ 7,200.00	\$	7,200
7	Box Base Manhole	3	EA	\$ 11,280.00	\$	33,840
8	6' Dia Storm Manhole	2	EA	\$ 7,800.00	\$	15,600
9	5' TYPE R Inlet	4	EA	\$ 6,000.00	\$	24,000
	STORM SEWER				\$	353,216
	SANITARY SEWER					
1	8" Sanitary Sewer	426	LF	\$ 60.00	\$	25,560
2	4' Dia Manhole	11	EA	\$ 5,400.00	\$	59,400
3	Connect to Existing	2	EA	\$ 6,000.00	\$	12,000
	SANITARY SEWER				\$	96,960

	WATER MAIN					
1	Connect to Existing	2	EA	\$ 6,000.00	\$ 12,000	
2	24" PVC C905 with appurtancements	3088	LF	\$ 222.00	\$ 685,536	
3	8" Plug w/blowoff	1	EA	\$ 1,852.98	\$ 1,853	
4	PRV & Vault	1	EA	\$ 72,000.00	\$ 72,000	
5	Fire Hydrant Assembly	15	EA	\$ 8,400.00	\$ 126,000	
6	8" PVC C900	2150	LF	\$ 48.00	\$ 103,200	
7	8" Gate Valve	12	EA	\$ 2,160.00	\$ 25,920	
8	8" x 8" Cross	1	EA	\$ 780.00	\$ 780	
9	8" x 6" Tee	1	EA	\$ 780.00	\$ 780	
10	8" Bend (45 degree & 22.5 degree)	5	EA	\$ 620.40	\$ 3,102	
11	Air Relief Valve	1	EA	\$ 5,040.00	\$ 5,040	
12	8" Deflection	3	EA	\$ 2,100.00	\$ 6,300	
13	Bore at Railroad Crossing	120	LF	\$ 1,320.00	\$ 158,400	
	WATER MAIN				\$ 1,200,911	
	HARMONY ROAD					
1	Subgrade Prep - Flyash	700	SY	\$ 10.74	\$ 7,518	
2	7" Aggregate Base Course	700	SY	\$ 11.52	\$ 8,064	
3	5.5" Asphalt Pavement	700	SY	\$ 31.38	\$ 21,966	
4	Street Lights	5	EA	\$ 9,000.00	\$ 45,000	
5	Signs and Striping	1	LS	\$ 18,000.00	\$ 18,000	
6	Sawcut existing asphalt	640	LF	\$ 2.40	\$ 1,536	
7	Street landscape & trees	33000	SF	\$ 4.20	\$ 138,600	
8	10' Concrete Sidewalk	2200	LF	\$ 60.00	\$ 132,000	
9	Traffic Signal at Hamony and Signal Tree Drive	0.5	LS	\$ 420,000.00	\$ 210,000	
	HARMONY ROAD				\$ 582,684	
	SECOND AVENUE					
	CONCRETE					
1	6" Vertical Curb & Gutter & Prep	2700	LF	\$ 22.80	\$ 61,560	
2	6" Median Curb	1050	LF	\$ 20.40	\$ 21,420	
3	Concrete Sidewalk	12500	SF	\$ 6.00	\$ 75,000	
4	Median Paving	7500	SF	\$ 18.00	\$ 135,000	
5	Concrete Crosspans	2050	SF	\$ 15.00	\$ 30,750	
6	Handicap Ramps	20	EA	\$ 1,590.00	\$ 31,800	
	SUBTOTAL CONCRETE				\$ 355,530	
	ASPHALT					
1	Subgrade Prep - Flyash	7600	SY	\$ 10.74	\$ 81,624	
2	7" Aggregate Base Course	7600	SY	\$ 11.52	\$ 87,552	
3	5.5" Asphalt Pavement	6100	SY	\$ 31.38	\$ 191,418	
	SUBTOTAL ASPHALT				\$ 360,594	
	LANDSCAPE					
1	Street landscape & trees	33000	SF	\$ 5.40	\$ 178,200	
2	Median Landscaping	2900	SF	\$ 6.00	\$ 17,400	
	SUBTOTAL LANDSCAPE				\$ 195,600	
	ACCESSORY ITEMS					
1	Street Lights	9	EA	\$ 9,000.00	\$ 81,000	
2	Signs and Striping	1	LS	\$ 18,000.00	\$ 18,000	
3	1" Irrigation Tap, Meter Set and Electrical for Irrigation	1	LS	\$ 9,000.00	\$ 9,000	
4	Entrance Enhancement	1	LS	\$ 120,000.00	\$ 120,000	
	ACCESSORY ITEMS				\$ 228,000	
				Filing One Master Infrastructure	\$ 5,399,613	
	Planning Area 17					
	EROSION CONTROL					
1	Waddles	2000	LF	\$ 4.00	\$ 8,000.00	
2	Inlet Protection	1	LS	\$ 5,000.00	\$ 5,000.00	

3	Monthly Erosion Control	6	MON	\$ 2,000.00	\$ 12,000.00
	EROSION CONTROL				\$ 25,000.00
	EARTHWORK & GRADING				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Strip Site and Stockpile	6,400	CY	\$ 1.80	\$ 11,520.00
3	Overlot Cut/Fill with 95% ASTM D698 Compaction	14,100	CY	\$ 2.00	\$ 28,200.00
4	Place fill dirt from Stockpile	6,400	CY	\$ 1.80	\$ 11,520.00
5	Rough Grade Site to +/- .20'	566,280	SF	\$ 0.04	\$ 22,651.20
6	Respread Strippings at Nonstructural Areas	6,400	CY	\$ 1.80	\$ 11,520.00
	GRADING				\$ 90,411.20
	STORM SEWER				
1	24" RCP CLIII	98	LF	\$ 90.00	\$ 8,820.00
2	30" RCP CLIII	21	LF	\$ 104.00	\$ 2,184.00
3	36" RCP CLIII	203	LF	\$ 133.00	\$ 26,999.00
4	15' Type R Inlet	1	EA	\$ 12,000.00	\$ 12,000.00
5	20' Type R Inlet	1	EA	\$ 15,000.00	\$ 15,000.00
6	5' DIA Sewer Manhole	1	EA	\$ 5,000.00	\$ 5,000.00
	STORM SEWER				\$ 70,003.00
	SANITARY SEWER				
1	8" Sanitary Sewer PVC SDR-35	2020	LF	\$ 50.00	\$ 101,000.00
2	4' DIA Sewer Manhole	13	EA	\$ 4,500.00	\$ 58,500.00
3	8" x 4" Sanitary Sewer Services	55	EA	\$ 1,500.00	\$ 82,500.00
	SANITARY SEWER				\$ 242,000.00
	WATER				
1	8" PVC C900	2100	LF	\$ 40.00	\$ 84,000.00
2	8" x 8" Cross	1	EA	\$ 645.00	\$ 645.00
3	8" Bend (45 degree & 22.5 degree)	6	EA	\$ 517.00	\$ 3,102.00
4	8" Gate Valve	3	EA	\$ 1,800.00	\$ 5,400.00
5	Air Relief Valve	2	EA	\$ 4,500.00	\$ 9,000.00
6	Fire Hydrant Assembly (includes 8x6 tee)	4	EA	\$ 6,100.00	\$ 24,400.00
7	3/4" DOM Water Services	55	EA	\$ 2,132.00	\$ 117,260.00
8	Tie to Exist Mains	2	EA	\$ 5,000.00	\$ 10,000.00
	WATER				\$ 253,807.00
	CONCRETE				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	8' Monolithic Curb, Gutter, Walk	5,250	LF	\$ 32.00	\$ 168,000.00
3	6" Vertical Curb & Gutter	1,860	LF	\$ 19.00	\$ 35,340.00
4	Handicap Ramps w/Truncated Dome Armor Tile	17	EA	\$ 1,375.00	\$ 23,375.00
5	Concrete Crosspan 8.5" Thick	5	EA	\$ 2,200.00	\$ 11,000.00
6	5' detached walk	1,858	SF	\$ 4.50	\$ 8,361.00
	CONCRETE				\$ 251,076.00
	PAVING				
1	Mobilization	1	EA	\$ 5,000.00	\$ 5,000.00
2	7" Aggregate Base Course w/Fly Ash	12,000	SY	\$ 18.55	\$ 222,600.00
3	Place 5.5" Asphalt	10,000	SY	\$ 26.15	\$ 261,500.00
4	Manhole Adjustment	13	EA	\$ 500.00	\$ 6,500.00
5	Valve Adjustment	7	EA	\$ 200.00	\$ 1,400.00
6	Barricades and signs	1	LS	\$ 20,000.00	\$ 20,000.00
7	Flush Sewer	1	LS	\$ 2,500.00	\$ 2,500.00
8	Sawcut asphalt	1100	LF	\$ 2.00	\$ 2,200.00
	PAVING				\$ 521,700.00
	LANDSCAPING				
1	Common Area Landscaping - PA 17	85,600	LS	\$ 3.50	\$ 299,600.00
	LANDSCAPING				\$ 299,600.00
				Total Planning Area 17	1,753,597.20
	Tract E				

	EROSION CONTROL					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	
2	Silt Fence	2000	LF	\$ 2.00	\$ 4,000.00	
3	Inlet Protection	1	LS	\$ 5,000.00	\$ 5,000.00	
4	Monthly Erosion Control	8	MON	\$ 2,000.00	\$ 16,000.00	
5	Concrete Washout	1	EA	\$ 600.00	\$ 600.00	
6	Temporary Seeding & Mulching	5.00	AC	\$ 1,250.00	\$ 6,250.00	
	EROSION CONTROL				\$ 36,850.00	
	EARTHWORK & GRADING					
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	
2	Strip Site and Stockpile	3,500	CY	\$ 1.80	\$ 6,300.00	
3	Dewatering for Earthwork	30	DAY	\$ -	\$ -	
4	Overlot Cut/Fill with 95% ASTM D698 Compaction	1,500	CY	\$ 3.00	\$ 4,500.00	
5	Rock Excavation	1,000	CY	\$ 2.16	\$ 2,160.00	
6	Rough Grade Site to +/- .20'	242,629	SF	\$ 0.04	\$ 9,705.17	
7	Respread Strippings at Nonstructural Areas	3,500	CY	\$ 1.80	\$ 6,300.00	
	GRADING				\$ 78,965.17	
	STREETS					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	
2	5' Combo Curb and Sidewalk 6" thick	2,700	LF	\$ 39.00	\$ 105,300.00	
3	6" Curb with 2" pan	0	LF	\$ 19.00	\$ -	
4	Handicap Ramps w/Truncated Dome Armor Tile	4	EA	\$ 1,575.00	\$ 6,300.00	
5	Cross Pans and Driveway Cuts	0	SF	\$ 11.50	\$ -	
6	4" Road Base	6,000	SY	\$ 6.50	\$ 39,000.00	
7	5" Asphalt	5,000	SY	\$ 23.00	\$ 115,000.00	
8	Signage and Street Lights	1	LS	\$ 50,000.00	\$ 50,000.00	
	STREETS				\$ 320,600.00	
	UTILITIES					
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	
2	8" PVC 900 - with appurtenances	1,500	LF	\$ 54.00	\$ 81,000.00	
3	Water Main Tie to Existing	3	EA	\$ 5,000.00	\$ 15,000.00	
4	Fire Hydrant Assembly	4	EA	\$ 6,100.00	\$ 24,400.00	
5	8" PVC SDR35	900	LF	\$ 50.00	\$ 45,000.00	
6	4' DIA Sewer Manhole	5	EA	\$ 4,500.00	\$ 22,500.00	
7	8" x 4" Sanitary Sewer Services - Townhomes	49	EA	\$ 1,500.00	\$ 73,500.00	
8	36" RCP CLIII	510	LF	\$ 133.00	\$ 67,830.00	
9	5' DIA Storm Manhole	2	EA	\$ 5,000.00	\$ 10,000.00	
10	1 1/2" Irrigation Tap Stub in	2	EA	\$ 5,000.00	\$ 10,000.00	
	UTILITIES				\$ 379,230.00	
	AMENITIES					
1	Monument	0	LS	\$ 30,000.00	\$ -	
2	Landscaping	20,500	SF	\$ 4.50	\$ 92,250.00	
3	Fence	2,000	LF	\$ 55.00	\$ 110,000.00	
	AMENITIES				\$ 202,250.00	
	Tract E Total				1,220,145	
	Tract F & G					
	EROSION CONTROL					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	
2	Silt Fence	2500	LF	\$ 2.00	\$ 5,000.00	
3	Inlet Protection	1	LS	\$ 5,000.00	\$ 5,000.00	
4	Monthly Erosion Control	10	MON	\$ 2,000.00	\$ 20,000.00	
5	Concrete Washout	2	EA	\$ 600.00	\$ 1,200.00	
6	Temporary Seeding & Mulching	17.00	AC	\$ 1,250.00	\$ 21,250.00	
	EROSION CONTROL				\$ 57,450.00	

	EARTHWORK & GRADING				
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	Strip Site and Stockpile	3,500	CY	\$ 1.80	\$ 6,300.00
3	Dewatering for Earthwork	30	DAY	\$ -	\$ -
4	Overlot Cut/Fill with 95% ASTM D698 Compaction	1,500	CY	\$ 3.00	\$ 4,500.00
5	Stockpile dirt for Parcels F & G	35,000	CY	\$ 3.00	\$ 105,000.00
6	Rock Excavation	5,000	CY	\$ 2.16	\$ 10,800.00
7	Rough Grade Site to +/- .20'	740,520	SF	\$ 0.04	\$ 29,620.80
8	Respread Strippings at Nonstructural Areas	3,500	CY	\$ 1.80	\$ 6,300.00
	GRADING				\$ 212,520.80
	STREETS				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	5' Combo Curb and Sidewalk 6" thick	4,500	LF	\$ 39.00	\$ 175,500.00
3	6" Curb with 2" pan	0	LF	\$ 19.00	\$ -
4	Handicap Ramps w/Truncated Dome Armor Tile	4	EA	\$ 1,575.00	\$ 6,300.00
5	Cross Pans and Driveway Cuts	0	SF	\$ 11.50	\$ -
6	4" Road Base	18,000	SY	\$ 6.50	\$ 117,000.00
7	5" Asphalt	20,000	SY	\$ 23.00	\$ 460,000.00
8	Signage and Street Lights	1	LS	\$ 50,000.00	\$ 50,000.00
	STREETS				\$ 813,800.00
	UTILITIES				
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
2	8" PVC 900 - with appurtances	3,000	LF	\$ 54.00	\$ 162,000.00
3	Water Main Tie to Existing	3	EA	\$ 5,000.00	\$ 15,000.00
4	Fire Hydrant Assembly	4	EA	\$ 6,100.00	\$ 24,400.00
5	8" PVC SDR35	2,700	LF	\$ 50.00	\$ 135,000.00
6	4' DIA Sewer Manhole	15	EA	\$ 4,500.00	\$ 67,500.00
7	36" RCP CLIII	1500	LF	\$ 133.00	\$ 199,500.00
8	5' DIA Storm Manhole	6	EA	\$ 5,000.00	\$ 30,000.00
9	1 1/2" Irrigation Tap Stub in	6	EA	\$ 5,000.00	\$ 10,000.00
	UTILITIES				\$ 673,400.00
	AMENITIES				
1	Landscaping	60,000	SF	\$ 4.50	\$ 270,000.00
2	Fence	4,000	LF	\$ 55.00	\$ 220,000.00
	AMENITIES				\$ 490,000.00
				Tract E Total	2,737,171
	Tract H				
	EROSION CONTROL				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Silt Fence	1500	LF	\$ 2.00	\$ 3,000.00
3	Inlet Protection	1	LS	\$ 5,000.00	\$ 5,000.00
4	Monthly Erosion Control	10	MON	\$ 2,000.00	\$ 20,000.00
5	Concrete Washout	1	EA	\$ 600.00	\$ 600.00
6	Temporary Seeding & Mulching	8.00	AC	\$ 1,250.00	\$ 10,000.00
	EROSION CONTROL				\$ 43,600.00
	EARTHWORK & GRADING				
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Overlot Cut/Fill with 95% ASTM D698 Compaction	15,000	CY	\$ 3.00	\$ 45,000.00
3	Stockpile dirt for Parcels F & G	35,000	CY	\$ 3.00	\$ 105,000.00
4	Rock Excavation	5,000	CY	\$ 2.16	\$ 10,800.00
5	Rough Grade Site to +/- .20'	348,480	SF	\$ 0.04	\$ 13,939.20
6	Respread Strippings at Nonstructural Areas	1,500	CY	\$ 1.80	\$ 2,700.00
	GRADING				\$ 187,439.20

	STREETS				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	5' Combo Curb and Sidewalk 6" thick	1,000	LF	\$ 39.00	\$ 39,000.00
3	6" Curb with 2" pan	0	LF	\$ 19.00	\$ -
4	Handicap Ramps w/Truncated Dome Armor Tile	4	EA	\$ 1,575.00	\$ 6,300.00
5	Cross Pans and Driveway Cuts	0	SF	\$ 11.50	\$ -
6	4" Road Base	3,000	SY	\$ 6.50	\$ 19,500.00
7	5" Asphalt	5,000	SY	\$ 23.00	\$ 115,000.00
8	Signage and Street Lights	1	LS	\$ 50,000.00	\$ 50,000.00
	STREETS				\$ 234,800.00
	AMENITIES				
1	Landscaping	15,000	SF	\$ 4.50	\$ 67,500.00
	AMENITIES				\$ 67,500.00
				Tract H Total	600,839
				Filing One Subtotal	12,461,366
				Contingency @ 20%	2,492,273
				Total Filing One	14,953,638.73



Timnath Landing - Filing Two

		Quantity	Unit	Unit Cost	Total Cost
CONSTRUCTION SOFT COSTS					
1	Civil Engineering	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
2	Construction Survey	1	LS	\$ 500,000.00	\$ 500,000.00
3	Miscellaneous & Re-stake	1	LS	\$ 35,000.00	\$ 35,000.00
4	Pavement Design	1	LS	\$ 100,000.00	\$ 100,000.00
5	Materials Testing	1	LS	\$ 350,000.00	\$ 350,000.00
CONSTRUCTION SOFT COSTS					\$ 1,985,000.00
DEMOLITION					
1	Site Clean Up - Demolition	1	LS	\$ 150,000.00	\$ 150,000.00
DEMOLITION					\$ 150,000.00
EROSION CONTROL					
1	Mobilization	1	EA	\$ 3,500.00	\$ 3,500.00
2	Sediment Basins	25	EA	\$ 3,420.51	\$ 85,512.75
3	Diversion Ditch	60,000	LF	\$ 0.75	\$ 45,000.00
4	Earth Berm in Liew of Silt Fence	100,000	LF	\$ 1.00	\$ 100,000.00
5	Silt Fence		LF		\$ -
6	Seeding & Mulching	340	AC	\$ 1,200.00	\$ 408,000.00
7	Outlet Structure Protection	40	EA	\$ 750.00	\$ 30,000.00
8	VTC	12	EA	\$ 3,000.00	\$ 36,000.00
9	Stabilized Staging Area	3	EA	\$ 5,225.00	\$ 15,675.00
10	Portable Toilet Protection	3	EA	\$ 570.00	\$ 1,710.00
11	RRB for Culvert Protection	7	EA	\$ 336.30	\$ 2,354.10
12	Rock Sock	439	EA	\$ 100.00	\$ 43,900.00
13	Inlet Protection	516	LF	\$ 16.00	\$ 8,256.00
14	Gravel Bags - 3' average	1,266	LF	\$ 16.00	\$ 20,256.00
15	Concrete Washout	10	EA	\$ 1,250.00	\$ 12,500.00
16	Slope Drains at Temp Sediment Ponds	1,048	LF	\$ 22.62	\$ 23,705.76
17	Traffic Delineators	24	EA	\$ 45.00	\$ 1,080.00
18	Check Dams	40	EA	\$ 200.00	\$ 8,000.00
19	Maintenance	20	MO	\$ 1,500.00	\$ 30,000.00
EROSION CONTROL					\$ 875,449.61
GRADING					
1	Mobilization	1	EA	\$ 75,000.00	\$ 75,000.00
2	VTC Pad	1	EA	\$ 3,000.00	\$ 3,000.00
3	Strip Site and Stockpile	300,000	CY	\$ 1.88	\$ 564,000.00
4	Dewatering for Earthwork/Pumping Throughout	120	DAY	\$ 2,141.34	\$ 256,960.80
5	Excavate Dewatering trenches	155,555	CY	\$ 2.12	\$ 329,776.60
6	Sump Pump Electrical Hookup Allowance	1	LS	\$ 25,000.00	\$ 25,000.00
7	Overlot Cut/Fill with 95% ASTM D698 Compaction -	1,850,000	CY	\$ 3.00	\$ 5,550,000.00
8	Rock Excavation	200,000	CY	\$ 3.50	\$ 700,000.00
9	Cut Excess Material and Stockpile North of Ponds		CY	\$ 1.74	\$ -
10	Fine Grade Ponds to +/- .10'	2,521,591	SF	\$ 0.04	\$ 100,863.64
11	Rough Grade Site to +/- .20'	4,562,654	SF	\$ 0.03	\$ 136,879.62
12	Respread Strippings at Nonstructural Areas	300,000	CY	\$ 1.88	\$ 564,000.00
GRADING					\$ 8,305,480.66
POND / DRAINAGE IMPROVEMENTS					
1	Utility Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
2	North Pond Forebay	1	LS	\$ 244,989.00	\$ 244,989.00
3	North Pond Storm Forebay	1	LS	\$ 73,411.00	\$ 73,411.00
4	North Pond Outfall	1	LS	\$ 191,332.00	\$ 191,332.00
5	18" RCP CLIII - North Pond Outfall 1	45	LF	\$ 66.00	\$ 2,970.00
6	18" RCP FES - North Pond Outfall 1	1	EA	\$ 2,235.00	\$ 2,235.00
7	Headwall w/slide gate - North Pond Outfall 1	1	EA	\$ 8,166.00	\$ 8,166.00
8	Handrail	15	LF	\$ 175.00	\$ 2,625.00
9	Crusher Fines Path - North Pond Outfall 1	600	SF	\$ 11.00	\$ 6,600.00
10	10' x 3' RCBC - Middle Pond Outfall	435	LF	\$ 891.00	\$ 387,585.00
11	Boulder Edge	1408	LF	\$ 224.00	\$ 315,392.00
12	Middle Pond Outfall	1	LS	\$ 52,955.00	\$ 52,955.00
13	Guardrail at head wall - Middle Pond Outfall	186	LF	\$ 407.00	\$ 75,702.00
14	Handrails at wing walls - Middle Pond Outfall	65	LF	\$ 175.00	\$ 11,375.00

15	36" RCP CLIII - Middle Pond Outfall	164	LF	\$	133.00	\$	21,812.00
16	Compacted Clay Collar	7	EA	\$	615.00	\$	4,305.00
17	Pipe to Ditch Transition Structure	2	EA	\$	19,326.00	\$	38,652.00
18	Inlet/Outlet Structure	2	EA	\$	22,285.00	\$	44,570.00
19	36" RCP CLIII - South Pond Outfall	542	LF	\$	133.00	\$	72,086.00
20	Double RCP Inlet/Outlet Structure South Pond	2	EA	\$	27,177.00	\$	54,354.00
21	South Pond Outfall	1	LS	\$	125,851.00	\$	125,851.00
22	Handrail	180	LF	\$	175.00	\$	31,500.00
23	Laterl C Ditch Siphon	200	LF	\$	537.00	\$	107,400.00
24	6' Manhole at Pump Station	1	EA	\$	7,500.00	\$	7,500.00
25	Type M rip rap at outfall	1	EA	\$	26,950.00	\$	26,950.00
	DRAINAGE IMPROVEMENTS					\$	1,960,317.00
	PUMP STATION						
1	Pump Station Building, Pumps and Controls	1	LS	\$	125,000.00	\$	200,000.00
2	12" PVC SDR35 from Pump Station to Akin Ditch	3500	LF	\$	50.00	\$	175,000.00
3	Pump Station Wet Well	1	EA	\$	10,000.00	\$	10,000.00
	PUMP HOUSE					\$	385,000.00
	PINEDALE STREET						
	SANITARY SEWER						
1	12" PVC SDR35	1581	LF	\$	85.00	\$	134,385.00
2	10" PVC SDR35	2353	LF	\$	65.00	\$	152,945.00
3	8" PVC SDR35	594	LF	\$	50.00	\$	29,700.00
4	Groundwater Barrier	10	EA	\$	829.00	\$	8,290.00
5	4' DIA Sewer Manhole	23	EA	\$	4,500.00	\$	103,500.00
	SUBTOTAL PINEDALE SANITARY SEWER					\$	428,820.00
	STORM SEWER						
1	54" RCP CLIII	834	LF	\$	232.00	\$	193,488.00
2	48" RCP CLIII	283	LF	\$	205.00	\$	58,015.00
3	48" RCP FES	1	EA	\$	3,500.00	\$	3,500.00
4	42" RCP CLIII	204	LF	\$	175.00	\$	35,700.00
5	42" PLUG	1	EA	\$	665.00	\$	665.00
6	36" RCP CLIII	394	LF	\$	133.00	\$	52,402.00
7	30" RCP CLIII	40	LF	\$	104.00	\$	4,160.00
8	24" RCP CLIII	975	LF	\$	90.00	\$	87,750.00
9	18" RCP CLIII	217	LF	\$	66.00	\$	14,322.00
10	15' TYPE R Inlet	1	EA	\$	12,000.00	\$	12,000.00
11	10' TYPE R Inlet	1	EA	\$	9,500.00	\$	9,500.00
12	5' TYPE R Inlet	12	EA	\$	5,000.00	\$	60,000.00
13	5' DIA Storm manhole	1	EA	\$	5,000.00	\$	5,000.00
14	4' DIA Storm manhole	5	EA	\$	4,000.00	\$	20,000.00
15	Box Base Manhole	6	EA	\$	9,395.00	\$	56,370.00
16	Dewatering/Stabilization		LS	\$	26.00	\$	-
	SUBTOTAL PINEDALE STORM SEWER					\$	612,872.00
	WATER						
1	Connect to Existing	1	EA	\$	2,925.00	\$	2,925.00
2	12" PVC C900	3956	LF	\$	50.00	\$	197,800.00
3	12" Gate Valve	13	EA	\$	2,800.00	\$	36,400.00
4	12" Bends	20	EA	\$	536.00	\$	10,720.00
5	Temp Plug w Fire hydrant	8	EA	\$	5,000.00	\$	40,000.00
6	12" Depression	3	EA	\$	4,500.00	\$	13,500.00
7	Fire Hydrant Assembly	8	EA	\$	6,100.00	\$	48,800.00
8	12" x 8" Tee	2	EA	\$	750.00	\$	1,500.00
9	12" x 6" Tee	1	EA	\$	700.00	\$	700.00
10	12" x 8" Cross	3	EA	\$	850.00	\$	2,550.00
11	12" x 12" Cross	1	EA	\$	1,250.00	\$	1,250.00
12	12" x 8" reducer	1	EA	\$	450.00	\$	450.00
13	8" PVC C900	360	LF	\$	40.00	\$	14,400.00
14	8" Gate Valve	4	EA	\$	1,800.00	\$	7,200.00
	SUBTOTAL PINEDALE WATER					\$	378,195.00
	PINEDALE STREET CONCRETE						
1	Mobilization	1	EA	\$	7,500.00	\$	7,500.00
2	6" Vertical Curb w/ 1' pan	692	LF	\$	17.00	\$	11,764.00
3	6" Vertical Curb w/ 2' pan	8950	LF	\$	19.00	\$	170,050.00
4	Concrete Prep	1	LS	\$	12,000.00	\$	12,000.00
5	5' Detached Sidewalk	39400	LF	\$	4.50	\$	177,300.00
6	8' Sidewalk		LF			\$	-
7	Concrete Crosspan 8.5"	4	EA	\$	2,200.00	\$	8,800.00
8	Handicap Ramps	22	EA	\$	1,325.00	\$	29,150.00
	SUBTOTAL PINEDALE CONCRETE					\$	416,564.00

PINEDALE STREETPAVING						
1	Fly Ash 12% @ 12" - Knock Down & Prep	20,000	SY	\$	8.95	\$ 179,000.00
2	Place 7" Aggregate Base Course	20,000	SY	\$	9.60	\$ 192,000.00
3	Finegrade for Curb and Gutter	8,950	LF	\$	1.30	\$ 11,635.00
4	Place 5.5" Asphalt	15,800	SY	\$	26.15	\$ 413,170.00
5	Adjust Manholes	25	EA	\$	500.00	\$ 12,500.00
6	Adjust Valves / Cleanouts	40	EA	\$	200.00	\$ 8,000.00
SUBTOTAL PINEDALE PAVING						\$ 816,305.00
4th Avenue Utilities						
STORM SEWER						
1	48" RCP CLIII	202	LF	\$	205.00	\$ 41,410.00
2	30" RCP CLIII	30	LF	\$	104.00	\$ 3,120.00
3	24" RCP CLIII	65	LF	\$	90.00	\$ 5,850.00
4	18" RCP CLIII	50	LF	\$	66.00	\$ 3,300.00
5	20' TYPE R Inlet	1	EA	\$	15,000.00	\$ 15,000.00
6	10' TYPE R Inlet	5	EA	\$	9,500.00	\$ 47,500.00
7	5' TYPE R Inlet	2	EA	\$	5,000.00	\$ 10,000.00
8	Box Base Manhole	1	EA	\$	9,395.00	\$ 9,395.00
TOTAL TIMNATH PARKWAY AT 4TH AVENUE STORM SEWER						\$ 135,575.00
4TH AVENUE						
SANITARY SEWER - 4TH AVENUE						
1	8" PVC SDR35	415	LF	\$	50.00	\$ 20,750.00
2	Groundwater Barrier	2	EA	\$	829.00	\$ 1,658.00
3	4' DIA Sewer Manhole	3	EA	\$	4,500.00	\$ 13,500.00
SUBTOTAL 4TH AVE SANITARY						\$ 35,908.00
WATER - 4TH AVENUE						
1	Connect to Existing	3	EA	\$	2,925.00	\$ 8,775.00
2	12" Gate Valve	1	EA	\$	2,800.00	\$ 2,800.00
3	Fire Hydrant Assembly	2	EA	\$	6,100.00	\$ 12,200.00
4	12" x 12" Tee	2	EA	\$	864.00	\$ 1,728.00
5	12" x 8" Tee	1	EA	\$	750.00	\$ 750.00
6	8" PVC C900	42	LF	\$	40.00	\$ 1,680.00
7	8" Gate Valve	1	EA	\$	1,800.00	\$ 1,800.00
SUBTOTAL 4TH AVE WATER						\$ 29,733.00
4TH AVENUE CONCRETE						
1	6" Vertical Curb w/ 1' pan		LF	\$	17.00	\$ -
2	8' Monolithic Curb, Gutter and Walk	1685	LF	\$	39.00	\$ 65,715.00
3	Drive Way Ramps	820	SF	\$	32.00	\$ 26,240.00
4	Handicap Ramps	6	EA	\$	1,325.00	\$ 7,950.00
SUBTOTAL 4TH AVE CONCRETE						\$ 99,905.00
4TH AVENUE PAVING						
1	Fly Ash 12% @ 12" - Knock Down & Prep	6,015	SY	\$	8.95	\$ 53,834.25
2	Place 7" Aggregate Base Course	6,015	SY	\$	9.60	\$ 57,744.00
3	Finegrade for Curb-gutter and Sidewalk	1,860	LF	\$	1.30	\$ 2,418.00
4	Place 5.5" Asphalt	4,240	SY	\$	26.15	\$ 110,867.28
5	Adjust Manholes	4	EA	\$	500.00	\$ 2,000.00
6	Adjust Valves / Cleanouts	4	EA	\$	200.00	\$ 800.00
SUBTOTAL 4TH AVE PAVING						\$ 227,663.53
RIVERVIEW DRIVE - FOR WATER LINE LOOP						
SANITARY SEWER						
1	8" PVC SDR35	570	LF	\$	50.00	\$ 28,500.00
2	4' DIA Sewer Manhole	4	EA	\$	4,500.00	\$ 18,000.00
SUBTOTAL RIVERVIEW SEWER						\$ 46,500.00
STORM SEWER						
1	60" RCP	675	LF	\$	260.00	\$ 175,500.00
2	60" RCP FES	1	EA	\$	6,500.00	\$ 6,500.00
3	Box Base Manhole	1	EA	\$	9,395.00	\$ 9,395.00
SUBTOTAL RIVERVIEW STORM SEWER						\$ 191,395.00
WATER						
1	Connect to Existing	1	EA	\$	2,925.00	\$ 2,925.00
2	12" PVC C900	814	LF	\$	50.00	\$ 40,700.00
3	12" Gate Valve	2	EA	\$	2,800.00	\$ 5,600.00
4	12" 11.25 Bend	2	EA	\$	536.00	\$ 1,072.00
5	12" 45 Bend	3	EA	\$	574.00	\$ 1,722.00
6	12" Depression	1	EA	\$	4,500.00	\$ 4,500.00
7	Fire Hydrant Assembly	2	EA	\$	6,100.00	\$ 12,200.00
SUBTOTAL RIVERVIEW WATER						\$ 68,719.00

HICKORY HILL - WATER LINE LOOP & SANITARY SEWER					
SANITARY SEWER					
1	8" PVC SDR35	699	LF	\$ 50.00	\$ 34,935.00
2	Groundwater Barrier	2	EA	\$ 829.00	\$ 1,658.00
3	4' DIA Sewer Manhole	3	EA	\$ 4,500.00	\$ 13,500.00
4	4" X 8" Service	21	EA	\$ 1,500.00	\$ 31,500.00
SUBTOTAL SANITARY SEWER					\$ 81,593.00
WATER					
1	Connect to Existing	1	EA	\$ 2,925.00	\$ 2,925.00
2	12" PVC C900	1028	LF	\$ 50.00	\$ 51,375.00
3	12" Gate Valve	4	EA	\$ 2,800.00	\$ 11,200.00
4	12" 11.25 Bend	1	EA	\$ 536.00	\$ 536.00
5	12" 22 Bend	2	EA	\$ 547.00	\$ 1,094.00
6	Fire Hydrant Assembly	3	EA	\$ 6,100.00	\$ 18,300.00
7	12" x 12" Tee	2	EA	\$ 864.00	\$ 1,728.00
8	12" x 8" Tee	2	EA	\$ 750.00	\$ 1,500.00
9	8" PVC C900	40	LF	\$ 40.00	\$ 1,600.00
SUBTOTAL WATER					\$ 90,258.00
TIMNATH LANDING BOULEVARD					
SANITARY SEWER					
1	12" PVC SDR35	773	LF	\$ 85.00	\$ 65,705.00
2	Groundwater Barrier	3	EA	\$ 829.00	\$ 2,487.00
3	4' DIA Sewer Manhole	5	EA	\$ 4,500.00	\$ 22,500.00
SUBTOTAL SANITARY SEWER					\$ 90,692.00
STORM SEWER					
1	36" RCP FES	2	EA	\$ 3,000.00	\$ 6,000.00
2	36" RCP (311)	197	LF	\$ 133.00	\$ 26,201.00
3	Tail Water Basin	1	EA	\$ 5,755.00	\$ 5,755.00
SUBTOTAL STORM SEWER					\$ 37,956.00
CONCRETE					
1	Mobilization	0	EA	\$ 7,500.00	\$ -
2	6" Vertical Curb & Gutter w/1' Pan	1,465	LF	\$ 17.00	\$ 24,905.00
3	6" Vertical Curb & Gutter w/2' Pan	1,836	LF	\$ 19.00	\$ 34,884.00
4	Concrete Prep	10,000	SF	\$ 2.00	\$ 20,000.00
5	5' Detached Sidewalk	9,320	SF	\$ 4.50	\$ 41,940.00
6	Handicap Ramps	4	EA	\$ 1,325.00	\$ 5,300.00
7	Concrete Crosspan 8.5" Thick	1	EA	\$ 2,200.00	\$ 2,200.00
SUBTOTAL CONCRETE					\$ 129,229.00
TIMNATH LANDING PAVING - 775'					
1	Fly Ash 12% @ 12" - Knock Down & Prep	5,200	SY	\$ 8.95	\$ 46,540.00
2	Place 7" Aggregate Base Course	5,200	SY	\$ 9.60	\$ 49,920.00
3	Place 5.5" Asphalt	4,000	SY	\$ 26.15	\$ 104,600.00
4	Adjust Manholes	4	EA	\$ 500.00	\$ 2,000.00
5	Adjust Valves / Cleanouts	4	EA	\$ 200.00	\$ 800.00
6	Harmony Road Turn Lane	1,250	SY	\$ 75.00	\$ 93,750.00
7	Harmony Road Saw Cut Existing	1,000	LF	\$ 2.00	\$ 2,000.00
8	Street Lights	4.0	EA	\$ 7,500.00	\$ 30,000.00
9	Traffic Signal at Harmony and Timnath Landing	0.5	LS	\$ 350,000.00	\$ 175,000.00
SUBTOTAL PAVING					\$ 504,610.00
OUTFALL - TIMNATH LANDING TO THE EAST					
SANITARY SEWER					
1	12" PVC SDR35	900	LF	\$ 85.00	\$ 76,500.00
2	15" PVC SDR35	20	LF	\$ 120.00	\$ 2,400.00
3	18" PVC SDR35	198	LF	\$ 189.00	\$ 37,422.00
4	Connect to existing manhole	1	EA	\$ 3,617.00	\$ 3,617.00
5	Groundwater Barrier	2	EA	\$ 829.00	\$ 1,658.00
6	4' DIA Sewer Manhole	4	EA	\$ 4,500.00	\$ 18,000.00
7	15" Plug	1	EA	\$ 501.00	\$ 501.00
8	Casing Pipe under TROC	1	EA	\$ 75,000.00	\$ 150,000.00
9	Sewer Connection	1	LF	\$ 725,000.00	\$ 725,000.00
OUTFALL SEWER					\$ 1,015,098.00
SIGNAGE					
1	Street Signs	1	LS	\$ 85,000.00	\$ 85,000.00
2	Street Lights	13	EA	\$ 7,500.00	\$ 97,500.00
SIGNAGE					\$ 182,500.00

LANDSCAPING					
1	ROW Landscaping	119,700	SF	\$ 3.50	\$ 418,950.00
2	Harmony Road Landscaping	40,500	SF	\$ 3.00	\$ 121,500.00
3	Harmony Road Trail	27,000	SF	\$ 4.50	\$ 121,500.00
4	Common Area Landscape	416,400	SF	\$ 4.50	\$ 1,873,800.00
5	Rairoad Landscaping	115,600	SF	\$ 1.50	\$ 173,400.00
6	Hardscape and Trails	1	LS	\$ 65,000.00	\$ 65,000.00
7	Other - equipment / benches etc.	1	LS	\$ 350,000.00	\$ 350,000.00
8	Irrigation Tap	5	EA	\$ 7,500.00	\$ 37,500.00
LANDSCAPING					\$ 3,161,650.00
FENCING & MONUMENTATION					
1	Railroad Fence	1,750	LF	\$ 95.00	\$ 166,250.00
2	3 Rail Fence	4,500	LF	\$ 40.00	\$ 180,000.00
FENCING AND MONUMENTATION					\$ 346,250.00
Filing Two Master Infrastructure					\$ 26,297,137.80
Filing Two - Planning Area One					
EROSION CONTROL					
1	Erosion Control	55	Lots	\$ 500.00	\$ 27,500.00
2	Maintenance	6	MO	\$ 2,000.00	\$ 12,000.00
EROSION CONTROL					\$ 39,500.00
GRADING					
1	Mobilization	1	EA	\$ 5,000.00	\$ 5,000.00
2	Stabilize Entrance	2	LS	\$ 3,000.00	\$ 6,000.00
3	Strip ROW and Place in Open Space	5,000	CY	\$ 2.00	\$ 10,000.00
GRADING					\$ 21,000.00
CONCRETE					
1	Mobilization	1	EA	\$ 10,000.00	\$ 10,000.00
2	5' combo curb and sidewalk 6" thick	3,500	LF	\$ 39.00	\$ 136,500.00
3	Handicap Ramps	2	EA	\$ 1,325.00	\$ 2,650.00
4	Concrete Crosspan 8.5" Thick	3	EA	\$ 2,200.00	\$ 6,600.00
SUBTOTAL CONCRETE					\$ 155,750.00
PAVING					
1	Mobilization	1	EA	\$ 10,000.00	\$ 10,000.00
2	7" Road Base w/Fly Ash Treatment	7,200	SY	\$ 18.55	\$ 133,560.00
3	5.5" Asphalt	6,000	SY	\$ 26.15	\$ 156,900.00
4	Manhole Adjustment	12	EA	\$ 500.00	\$ 6,000.00
5	Valve Adjustment	6	EA	\$ 200.00	\$ 1,200.00
SUBTOTAL PAVING					\$ 307,660.00
SANITARY SEWER					
1	Mobilization	1	EA	\$ 20,000.00	\$ 20,000.00
2	12" PVC SDR35		LF	\$ 85.00	\$ -
3	10" PVC SDR35		LF	\$ 65.00	\$ -
4	8" PVC SDR35	1800	LF	\$ 50.00	\$ 90,000.00
5	Groundwater Barrier	10	EA	\$ 829.00	\$ 8,290.00
6	4' DIA Sewer Manhole	12	EA	\$ 4,500.00	\$ 54,000.00
7	Connect to Existing Manhole	2	EA	\$ 3,000.00	\$ 6,000.00
8	8" x 4" Sanitary Sewer Services	55	Lots	\$ 1,500.00	\$ 82,500.00
SUBTOTAL SANITARY SEWER					\$ 260,790.00
WATER					
1	Connect to Existing	2	EA	\$ 2,925.00	\$ 5,850.00
2	12" PVC C900 including appurtances		LF	\$ 110.00	\$ -
3	12" Depression / crossing Greeley Waterline		EA	\$ 4,500.00	\$ -
4	8" PVC C900 including appurtances	1900	LF	\$ 52.00	\$ 98,800.00
5	3/4" DOM Water Services	55	Lots	\$ 2,040.00	\$ 112,200.00
6	Fire Hydrant Assembly	3	EA	\$ 6,100.00	\$ 18,300.00
SUBTOTAL WATER					\$ 235,150.00
SIGNAGE					
1	Street Signs/Wayfinding	1	LS	\$ 15,000.00	\$ 15,000.00
SIGNAGE					\$ 15,000.00
LANDSCAPING					

Filing Two - Planning Area Four						
EROSION CONTROL						
1	Erosion Control	27	Lots	\$	500.00	\$ 13,500.00
2	Maintenance	3	MO	\$	2,000.00	\$ 6,000.00
EROSION CONTROL						\$ 19,500.00
GRADING						
1	Mobilization	1	EA	\$	5,000.00	\$ 5,000.00
2	Stabilize Entrance	1	LS	\$	3,000.00	\$ 3,000.00
GRADING						\$ 8,000.00
CONCRETE						
1	Mobilization	1	EA	\$	10,000.00	\$ 10,000.00
2	5' combo curb and sidewalk 6" thick	2,400	LF	\$	39.00	\$ 93,600.00
3	Handicap Ramps	3	EA	\$	1,325.00	\$ 3,975.00
4	Concrete Crossspan 8.5" Thick	1	EA	\$	2,200.00	\$ 2,200.00
SUBTOTAL CONCRETE						\$ 109,775.00
PAVING						
1	Mobilization	1	EA	\$	10,000.00	\$ 10,000.00
2	7" Road Base w/Fly Ash Treatment	6,267	SY	\$	18.55	\$ 116,246.67
3	5.5" Asphalt	5,222	SY	\$	26.15	\$ 136,561.11
4	Manhole Adjustment	3	EA	\$	500.00	\$ 1,500.00
5	Valve Adjustment	2	EA	\$	200.00	\$ 400.00
SUBTOTAL PAVING						\$ 264,707.78
SANITARY SEWER						
1	Mobilization	1	EA	\$	5,000.00	\$ 5,000.00
2	8" PVC SDR35	845	LF	\$	50.00	\$ 42,250.00
3	Groundwater Barrier	2	EA	\$	829.00	\$ 1,658.00
4	4' DIA Sewer Manhole	3	EA	\$	4,500.00	\$ 13,500.00
5	Connect to Existing Manhole	1	EA	\$	3,000.00	\$ 3,000.00
6	8" x 4" Sanitary Sewer Services	27	Lots	\$	1,500.00	\$ 40,500.00
SUBTOTAL SANITARY SEWER						\$ 105,908.00
WATER						
1	Connect to Existing	1	EA	\$	2,925.00	\$ 2,925.00
2	8" PVC C900 including appurtenances	863	LF	\$	52.00	\$ 44,876.00
3	3/4" DOM Water Services	27	Lots	\$	2,040.00	\$ 55,080.00
4	Fire Hydrant Assembly	2	EA	\$	6,100.00	\$ 12,200.00
SUBTOTAL WATER						\$ 115,081.00
SIGNAGE						
1	Street Signs	1	LF	\$	5,000.00	\$ 5,000.00
SIGNAGE						\$ 5,000.00
LANDSCAPING						
1	Tree Lawn	1,000	SF	\$	3.50	\$ 3,500.00
2	Interior Park	3,000	SF	\$	4.50	\$ 13,500.00
3	Irrigation Tap	1	EA	\$	7,500.00	\$ 7,500.00
LANDSCAPING						\$ 24,500.00
FENCING & MONUMENTATION						
1	6' Cedar Fence	850	LF	\$	65.00	\$ 55,250.00
FENCING & MONUMENTATION						\$ 55,250.00
Filing Two - Planning Area Four						707,722
Filing Two - Planning Area Five & Six						
EROSION CONTROL						
1	Erosion Control	95	Lots	\$	500.00	\$ 47,500.00
2	Maintenance	6	MO	\$	2,000.00	\$ 12,000.00
EROSION CONTROL						\$ 59,500.00
GRADING						
1	Mobilization	1	EA	\$	5,000.00	\$ 5,000.00
2	Stabilize Entrance	2	LS	\$	3,000.00	\$ 6,000.00
3	Strip ROW and Place in Open Space	12,500	CY	\$	2.00	\$ 25,000.00



Timnath Landing - Filing Three

	Quantity	Unit	Unit Cost	Total Cost
CONSTRUCTION SOFT COST				
1 Civil Engineering	147	Lots	\$ 2,000.00	\$ 294,000.00
2 Survey	147	Lots	\$ 750.00	\$ 110,250.00
3 Miscellaneous & Re-stake	1	LS	\$ 5,000.00	\$ 5,000.00
4 Pavement Design	147	Lots	\$ 550.00	\$ 80,850.00
5 Materials Testing	1	LS	\$ 60,000.00	\$ 60,000.00
CONSTRUCTION SOFT COST				\$ 550,100.00
EROSION CONTROL				
1 Erosion Control	147	EA	\$ 200.00	\$ 29,400.00
2 Maintenance	12	EA	\$ 2,000.00	\$ 24,000.00
EROSION CONTROL				\$ 53,400.00
GRADING				
1 Mobilization	1	EA	\$ 5,000.00	\$ 5,000.00
2 Stabilize Entrance	1	LS	\$ 3,000.00	\$ 3,000.00
3 Strip ROW and Place	5,000	CY	\$ 2.00	\$ 10,000.00
GRADING				\$ 18,000.00
QUEENS LAKE STREET				
CONCRETE				
1 Mobilization	0	EA	\$ 7,500.00	\$ -
2 6" Vertical Curb & Gutter w/2' Pan	3,400	LF	\$ 19.00	\$ 64,600.00
3 5' Detached Walk	18,530	SF	\$ 4.50	\$ 83,385.00
4 Handicap Ramps	10	EA	\$ 1,325.00	\$ 13,250.00
5 Concrete Crosspan 8.5" Thick	5	EA	\$ 2,200.00	\$ 11,000.00
SUBTOTAL CONCRETE				\$ 172,235.00
PAVING				
1 Mobilization	0	EA	\$ 5,000.00	\$ -
2 7" Road Base w/Fly Ash Treatment	8,760.00	SY	\$ 18.55	\$ 162,498.00
3 5.5" Asphalt	7,300.00	SY	\$ 26.15	\$ 190,895.00
4 Manhole Adjustment	8	EA	\$ 500.00	\$ 4,000.00
5 Valve Adjustment	8	EA	\$ 200.00	\$ 1,600.00
SUBTOTAL PAVING				\$ 358,993.00
SANITARY SEWER				
1 15" PVC SDR35	350	LF	\$ 101.00	\$ 35,350.00
2 Groundwater Barrier	2	EA	\$ 829.00	\$ 1,658.00
3 4' DIA Sewer Manhole	2	EA	\$ 3,923.00	\$ 7,846.00
4 15" Plug	1	EA	\$ 501.00	\$ 501.00
SUBTOTAL SANITARY SEWER				\$ 45,355.00
WATER				
1 Connect to Existing	2	EA	\$ 2,925.00	\$ 5,850.00
2 12" PVC C900 including appurtenances	1800	LF	\$ 110.00	\$ 198,000.00
3 12" Depression / crossing Greeley Waterline	1	EA	\$ 3,500.00	\$ 3,500.00
4 Water Line Loop	1500	LF	\$ 110.00	\$ 165,000.00
SUBTOTAL WATER				\$ 372,350.00
STORM SEWER				
1 48" RCP CLIII	1470	LF	\$ 205.00	\$ 301,350.00
2 5' TYPE R Inlet	2	EA	\$ 5,000.00	\$ 10,000.00
3 10' TYPE R Inlet	3	EA	\$ 9,500.00	\$ 28,500.00
4 6' DIA Storm Manhole	1	EA	\$ 7,500.00	\$ 7,500.00
SUBTOTAL STORM SEWER				\$ 347,350.00
EAST PROPERTY LINE / THROUGH SUBDIVISION				
SANITARY SEWER				
1 15" PVC SDR35	1900	LF	\$ 120.00	\$ 228,000.00
2 Connect to existing manhole	1	EA	\$ 4,000.00	\$ 4,000.00
3 Groundwater Barrier	1	EA	\$ 829.00	\$ 829.00
4 4' DIA Sewer Manhole	3	EA	\$ 3,923.00	\$ 11,769.00

		SANITARY SEWER OUTFALL					\$	244,598.00
		SIGNAGE						
1	Street Signs	1	LF	\$	20,000.00	\$	20,000.00	
2	Street Lights	5	LF	\$	7,500.00	\$	37,500.00	
		SIGNAGE					\$	57,500.00
		LANDSCAPING/AMENITES						
1	Tree Lawn	24,700	SF	\$	3.50	\$	86,450.00	
2	Trail System - 2100' @ 10' wide	88,000	SF	\$	4.50	\$	396,000.00	
3	Landscaping along TROC	112,800	SF	\$	2.50	\$	282,000.00	
4	Open Space Landscaping	136,000	SF	\$	4.50	\$	612,000.00	
5	Landscaping Along Greeley Water	117,300	SF	\$	2.50	\$	293,250.00	
6	Irrigation Tap	5	EA	\$	7,500.00	\$	37,500.00	
7	Recreational Center	5,500	SF	\$	400.00	\$	2,200,000	
8	5 Acre Park	205,200	SF	\$	1.75	\$	359,100	
9	Parking Lot at Rec Center	2,300	SY	\$	45.00	\$	103,500	
10	Parking Lot at Community Center	4,200	SY	\$	45.00	\$	189,000	
11	Landscape 10 Acre Park	435,600	SF	\$	3.00	\$	1,306,800	
12	Hardscape and Trails	1	LS	\$	65,000.00	\$	65,000	
13	Tennis / Basketball and Picnic Shelter	1	LS	\$	200,000.00	\$	200,000	
14	Landscape around ponds	400,000	SF	\$	1.25	\$	500,000	
15	Trail System - 6500' @ 10'	65,000	SF	\$	4.50	\$	292,500	
16	Fishing Piers @ ponds	5	EA	\$	30,000.00	\$	150,000	
17	Irrigation Tap	3	SF	\$	7,500.00	\$	22,500	
		LANDSCAPING					\$	7,095,600.00
		FENCING & MONUMENTATION						
1	3 Rail Fence	3,000	LF	\$	55.00	\$	165,000.00	
		FENCING & MONUMENTATION					\$	165,000.00
						Filing Three Master Infrastructure	\$	9,480,481.00
		Filing Three - Planning Area 7 - 10						
		EROSION CONTROL						
1	Erosion Control	147	Lots	\$	500.00	\$	73,500.00	
2	Maintenance	12	MO	\$	2,000.00	\$	24,000.00	
		EROSION CONTROL					\$	97,500.00
		GRADING						
1	Mobilization	1	EA	\$	5,000.00	\$	5,000.00	
2	Stabilize Entrance	3	LS	\$	3,000.00	\$	9,000.00	
3	Strip ROW and Place in Open Space	15,000	CY	\$	2.00	\$	30,000.00	
		GRADING					\$	44,000.00
		CONCRETE						
1	Mobilization	1	EA	\$	10,000.00	\$	10,000.00	
2	5' combo curb and sidewalk 6" thick	10,100	LF	\$	39.00	\$	393,900.00	
3	6" Vertical Curb	1,000	LF	\$	19.00	\$	19,000.00	
4	5' Detached Walk	6,000	SF	\$	4.50	\$	27,000.00	
5	Handicap Ramps	14	EA	\$	1,325.00	\$	18,550.00	
6	Concrete Crossspan 8.5" Thick	6	EA	\$	2,200.00	\$	13,200.00	
		SUBTOTAL CONCRETE					\$	481,650.00
		PAVING						
1	Mobilization	1	EA	\$	10,000.00	\$	10,000.00	
2	7" Road Base w/Fly Ash Treatment	26,400	SY	\$	18.55	\$	489,720.00	
3	5.5" Asphalt	22,000	SY	\$	26.15	\$	575,300.00	
4	Manhole Adjustment	29	EA	\$	500.00	\$	14,500.00	
5	Valve Adjustment	20	EA	\$	200.00	\$	4,000.00	
		SUBTOTAL PAVING					\$	1,093,520.00
		SANITARY SEWER						
1	Mobilization	1	EA	\$	20,000.00	\$	20,000.00	
2	12" PVC SDR35		LF	\$	85.00	\$	-	



Timnath Landing - Filing Four

		Quantity	Unit	Unit Cost	Total Cost
CONSTRUCTION SOFT COSTS					
1	Civil Engineering	550	Lots	\$ 2,000.00	\$ 1,100,000.00
2	Survey	550	LS	\$ 750.00	\$ 412,500.00
3	Miscellaneous & Re-stake	1	LS	\$ 20,000.00	\$ 20,000.00
4	Pavement Design	1	LS	\$ 25,000.00	\$ 25,000.00
5	Materials Testing	550	LS	\$ 550.00	\$ 302,500.00
CONSTRUCTION SOFT COSTS					\$ 1,860,000.00
EROSION CONTROL					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Silt Fence	2500	LF	\$ 2.00	\$ 5,000.00
3	Inlet Protection	1	LS	\$ 5,000.00	\$ 5,000.00
4	Monthly Erosion Control	8	MON	\$ 2,000.00	\$ 16,000.00
5	Concrete Washout	1	EA	\$ 1,000.00	\$ 1,000.00
6	Stabilized entrance	1	LS	\$ 5,000.00	\$ 5,000.00
EROSION CONTROL					\$ 37,000.00
EARTHWORK & GRADING					
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Strip Street ROW and place in Open Space	5,300	CY	\$ 2.00	\$ 10,600.00
GRADING					\$ 20,600.00
MAIN LOOP ROAD - RIVERVIEW to TIMNATH PARKWAY					
STREETS					
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	5' combo curb and sidewalk 6" thick	5,600	LF	\$ 39.00	\$ 218,400.00
3	6" Median Curb with 1" pan	200	LF	\$ 19.00	\$ 3,800.00
4	Handicap Ramps	18	EA	\$ 1,575.00	\$ 28,350.00
5	Cross Pans	7	SF	\$ 11.50	\$ 80.50
6	4" Road Base	10,200	SY	\$ 6.50	\$ 66,300.00
7	5" Asphalt	8,500	SY	\$ 23.50	\$ 199,750.00
8	Signage and Street Lights	1	LS	\$ 50,000.00	\$ 50,000.00
STREETS					\$ 571,680.50
UTILITIES					
	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
1	12" PVC 900 - with appurtenances	2,800	LF	\$ 54.00	\$ 151,200.00
2	Water Main Tie to Existing	2	EA	\$ 5,000.00	\$ 10,000.00
3	Fire Hydrant Assembly	14	EA	\$ 6,100.00	\$ 85,400.00
4	8" PVC SDR35	3260	LF	\$ 50.00	\$ 163,000.00
5	4' DIA Sewer Manhole	23	EA	\$ 4,500.00	\$ 103,500.00
6	48" RCP CLIII	1050	LF	\$ 205.00	\$ 215,250.00
7	5' DIA Storm Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
8	1 1/2" Irrigation Tap Stub in	4	EA	\$ 5,000.00	\$ 10,000.00
9	Twin 5' x 6' box culvert	200	LF	\$ 2,100.00	\$ 420,000.00
10	Rip Rap and Bedding	1	LS	\$ 25,000.00	\$ 25,000.00
UTILITIES					\$ 1,223,350.00
CONCRETE					
1	Mobilization	1	EA	\$ 7,500.00	\$ 7,500.00
2	6" Vertical Curb & Gutter w/2' Pan	1,500	LF	\$ 19.00	\$ 28,500.00
3	Concrete Sidewalk 6" (behind radius at ramp)	1,600	LF	\$ 19.00	\$ 30,400.00
4	6' Detached Walk	1,500	SF	\$ 4.50	\$ 6,750.00
5	Handicap Ramps	3	SF	\$ 4.50	\$ 13.50
6	Concrete Crossspan 8.5" Thick	1	EA	\$ 2,200.00	\$ 2,200.00
SUBTOTAL CONCRETE					\$ 75,363.50
PAVING					
1	7" Road Base w/Fly Ash Treatment	9,400.00	SY	\$ 18.55	\$ 174,370.00
2	5.5" Asphalt	8,400.00	SY	\$ 26.15	\$ 219,660.00

	SIGNAGE					
1	Street Signs	1	LF	\$ 50,000.00	\$	50,000.00
	SIGNAGE				\$	50,000.00
	LANDSCAPING					
1	Tree Lawn	65,000	SF	\$ 4.50	\$	292,500.00
2	Irrigation Tap	5	EA	\$ 7,500.00	\$	37,500.00
	LANDSCAPING				\$	330,000.00
	FENCING & MONUMENTATION					
1	6' Cedar Fence	7,500	LF	\$ 65.00	\$	487,500.00
						Filing Four - Planning Area 1
						3,848,068
	Filing Four - Planning Area 2					
	EROSION CONTROL					
1	Erosion Control	197	Lots	\$ 500.00	\$	98,500.00
2	Maintenance	12	EA	\$ 1,500.00	\$	18,000.00
	EROSION CONTROL				\$	116,500.00
	GRADING					
1	Mobilization	1	EA	\$ 5,000.00	\$	5,000.00
2	Stabilize Entrance	2	LS	\$ 3,000.00	\$	6,000.00
3	Strip ROW and Place in Open Space	2,500	CY	\$ 2.00	\$	5,000.00
	GRADING				\$	16,000.00
	CONCRETE					
1	Mobilization	1	EA	\$ 10,000.00	\$	10,000.00
2	5' combo curb and sidewalk 6" thick	17,200	LF	\$ 39.00	\$	670,800.00
3	Handicap Ramps	44	EA	\$ 1,325.00	\$	58,300.00
4	Concrete Crossspan 8.5" Thick	12	EA	\$ 2,200.00	\$	26,400.00
	SUBTOTAL CONCRETE				\$	765,500.00
	PAVING					
1	Mobilization	1	EA	\$ 10,000.00	\$	10,000.00
2	7" Road Base w/Fly Ash Treatment	38,400	SY	\$ 18.55	\$	712,320.00
3	5.5" Asphalt	32,000	SY	\$ 26.15	\$	836,800.00
4	Manhole Adjustment	27	EA	\$ 500.00	\$	13,500.00
5	Valve Adjustment	25	EA	\$ 200.00	\$	5,000.00
	SUBTOTAL PAVING				\$	1,577,620.00
	SANITARY SEWER					
1	Mobilization	1	EA	\$ 20,000.00	\$	20,000.00
2	8" PVC SDR35	8700	LF	\$ 50.00	\$	435,000.00
3	Groundwater Barrier	28	EA	\$ 829.00	\$	23,212.00
4	4' DIA Sewer Manhole	35	EA	\$ 4,500.00	\$	157,500.00
5	Connect to Existing Manhole	2	EA	\$ 3,000.00	\$	6,000.00
6	8" x 4" Sanitary Sewer Services	197	EA	\$ 1,500.00	\$	295,500.00
	SUBTOTAL SANITARY SEWER				\$	937,212.00
	WATER					
1	Connect to Existing	2	EA	\$ 2,925.00	\$	5,850.00
2	12" PVC C900 including appurtenances	600	LF	\$ 110.00	\$	66,000.00
3	12" Depression / crossing Greeley Waterline	0	EA	\$ 4,500.00	\$	-
4	8" PVC C900 including appurtenances	8500	LF	\$ 52.00	\$	442,000.00
5	3/4" DOM Water Services	197	EA	\$ 2,040.00	\$	401,880.00
6	Fire Hydrant Assembly	19	EA	\$ 6,100.00	\$	115,900.00
	SUBTOTAL WATER				\$	1,031,630.00
	STORM SEWER					
1	36" RCP CLIII	1470	LF	\$ 205.00	\$	301,350.00
2	5' TYPE R Inlet	3	EA	\$ 5,000.00	\$	15,000.00
3	10' TYPE R Inlet	4	EA	\$ 9,500.00	\$	38,000.00
4	5' DIA Storm Manhole	4	EA	\$ 5,000.00	\$	20,000.00

5	3/4" DOM Water Services	190	EA	\$ 2,040.00	\$	387,600.00
6	Fire Hydrant Assembly	20	EA	\$ 6,100.00	\$	122,000.00
SUBTOTAL WATER					\$	1,219,750.00
STORM SEWER						
1	36" RCP CLIII	400	LF	\$ 205.00	\$	82,000.00
2	5' TYPE R Inlet	1	EA	\$ 5,000.00	\$	5,000.00
3	10' TYPE R Inlet	4	EA	\$ 9,500.00	\$	38,000.00
4	6' DIA Storm Manhole	5	EA	\$ 7,500.00	\$	37,500.00
SUBTOTAL STORM SEWER					\$	162,500.00
DRY UTILITIES						
1	Street Lights	18	EA	\$ 7,500.00	\$	135,000.00
DRY UTILITIES					\$	135,000.00
SIGNAGE						
1	Street Signs	1	LF	\$ 50,000.00	\$	50,000.00
SIGNAGE					\$	50,000.00
LANDSCAPING						
1	Tree Lawn	58,100	SF	\$ 4.50	\$	261,450.00
2	Interior Park	42,400	SF	\$ 4.50	\$	190,800.00
3	Irrigation Tap	5	EA	\$ 7,500.00	\$	37,500.00
LANDSCAPING					\$	489,750.00
FENCING & MONUMENTATION						
1	6' Cedar Fence	13,700	LF	\$ 65.00	\$	890,500.00
FENCING & MONUMENTATION					\$	890,500.00
Filing Four - Planning Area 3						6,758,782
Subtotal Filing Three						27,731,386.00
Contingency @ 20%						5,546,277
Total Filing Two						33,277,663.20

EXHIBIT F

Affidavit Regarding Overlapping Consent

AFFIDAVIT REGARDING OVERLAPPING CONSENT

I, _____, the proponent of the Consolidated Amended and Restated Service Plan for Timnath Farms North Metropolitan District Nos. 1-3 and the Service Plan for Timnath Farms North Metropolitan District Nos. 4-6 state as follows:

1. I am over the age of eighteen (18) and am of sound mind.

18. The Timnath Farms Metropolitan District Nos. 1-6 will overlap one or more special or metropolitan districts; specifically, the Boxelder Sanitation District, _____, and _____.

19. The improvements or facilities to be financed, established, or operated by the overlapping special district for the provision of the same service as the existing special or metropolitan district do not duplicate or interfere with any other improvements or facilities already constructed or planned to be constructed within the portion of the existing special or metropolitan district that the overlapping special district overlaps or will overlap.

20. The board of directors of any special district or metropolitan district authorized to provide a service within the boundaries of the overlapping area has consented to the overlapping special district providing the same service.

FURTHER AFFIANT SAYETH NAUGHT.

[Name]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Affidavit subscribed and sworn to me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public