

RECEPTION #20180034903, 6/11/2018 11:44:15 AM, 1 of 110, \$558.00 Electronically Recorded
Angela Myers, Clerk & Recorder, Larimer County, CO

RECEIVED

AUG 07 2018

Div of Local Government

CERTIFIED TO BE A FULL, TRUE AND CORRECT
COPY OF THE ORIGINAL IN CUSTODY OF
LARIMER COUNTY
COMBINED COURTS, COLORADO

BY Angela Egan 6-4-18
DEPUTY CLERK DATE

DISTRICT COURT, LARIMER COUNTY, COLORADO		DATE FILED: May 30, 2018 10:16 AM
Court Address: 201 La Porte Avenue, Suite 100 Ft. Collins, CO 80521 Telephone: (970) 494-3500		 ▲ COURT USE ONLY ▲
Petitioners: VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NOS. 1-8		
By the Court:		Case Number: 2018CV30274 Division: 4C Courtroom: ____
ORDER AND DECREE ORGANIZING THE VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NO. 1 AND RELEASE OF BOND		

This matter comes before the Court, pursuant to § 32-1-305(6), C.R.S., on the Motion for Order and Decree Organizing the Villages at Johnstown Metropolitan District No. 1 and Release of Bond (the "Motion"). This Court, being fully advised on the premises, hereby FINDS AND ORDERS with respect to the organization of the Villages at Johnstown Metropolitan District No. 1 (the "District"), as follows:

1. That the question of the organization of the District, the election of directors thereof, as well as questions necessary to implement Article X, § 20 of the Colorado Constitution, including requesting authorization for debt and tax increases and to collect, retain, and spend all revenues generated, were duly submitted to the District's eligible electors by independent mail ballot election held on May 8, 2018, as specified in the Order Calling Election on Organization entered by this Court on April 24, 2018 (the "Election").

2. That the Election was properly conducted pursuant to and in accordance with the provision of the Colorado Local Government Election Code, §§ 1-13.5-101, *et seq.*, C.R.S., all provisions of the Uniform Election Code of 1992, §§ 1-1-101, *et seq.*, through 1-13-101, *et seq.*, C.R.S., not in conflict therewith, as provided for in § 1-13.5-106(2), C.R.S., and the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.

Page 2 of 2

3. That a majority of the votes cast at the Election were in favor of the organization of the District and in favor of all ballot issues and ballot questions submitted.

4. That, no qualified persons were duly elected as members of the District's first Board of Directors.

5. That Petitioner is hereby directed to request that the Town Council of the Town of Johnstown appoint all directors of the District from the pool of duly qualified, willing candidates pursuant to § 32-1-905(2.5), C.R.S.

6. That the Canvass Board Statement and Certificate of Election Results filed with this Court as Exhibit A-1 to the Motion duly certifies the election returns to this Court as required by law and hereby is, in all respects, approved and confirmed.

7. That the District shall be and is hereby duly and regularly organized in accordance with the requirements of §§ 32-1-101, *et seq.*, C.R.S. (the "Special District Act").

8. That the District shall be known as "Villages at Johnstown Metropolitan District No. 1".

9. That the District is located in the Town of Johnstown, Larimer County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

10. That, pursuant to § 32-1-306, C.R.S., within thirty (30) days after the date of this Order declaring the District organized, a certified copy of this Order shall be filed with and recorded by the Larimer County Clerk and Recorder (the "Clerk"). A copy of the approved Consolidated Service Plan for the Villages at Johnstown Metropolitan District Nos. 1-8 ("Service Plan") shall also be filed with the Clerk, to be retained as a public record for public inspection. Additionally, a copy of the Service Plan shall be filed with the Division of Local Government, Department of Local Affairs (the "Division").

11. That, in further compliance with the requirements of § 32-1-306, C.R.S., a map of the District shall be filed with the Larimer County Assessor, the Clerk, and the Division according to the standards of the Division and the accuracy thereof updated annually.

12. That, pursuant to § 32-1-205(2), C.R.S., a copy of the Service Plan and the resolution of the Town Council of the Town of Johnstown approving the Service Plan are appended hereto and incorporated herein as Exhibit B and Exhibit C, respectively.

13. That the Petitioners' Bond filed pursuant to § 32-1-302, C.R.S., is hereby released and discharged.

Page 3 of 8

14. That the District shall be a metropolitan district, as defined in § 32-1-103(1), C.R.S., and quasi-municipal corporation and political subdivision of the State of Colorado with all the powers of a metropolitan district available under law and in conformity with the Service Plan, as may be amended, and all powers and authorities as may hereafter be conferred by law. These powers and authorities shall be exercised through the District's Board of Directors and officers.

DONE IN COURT this 30th day of May, 2018.

BY THE COURT:

SJB Canco
District Court Judge

Page 4 of 8

**EXHIBIT A
TO ORDER AND DECREE**

(Legal Description and Map of District Boundaries)

DISTRICT NO. 1

A PARCEL OF LAND LOCATED WITH THE NE 1/4 OF SECTION 27, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NE 1/4 OF SECTION 27, TOWNSHIP 5
NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, IS
ASSUMED TO BEAR S 89°28'12" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE
THERETO:

COMMENCING AT THE NE CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68
WEST OF THE 6TH P.M.:

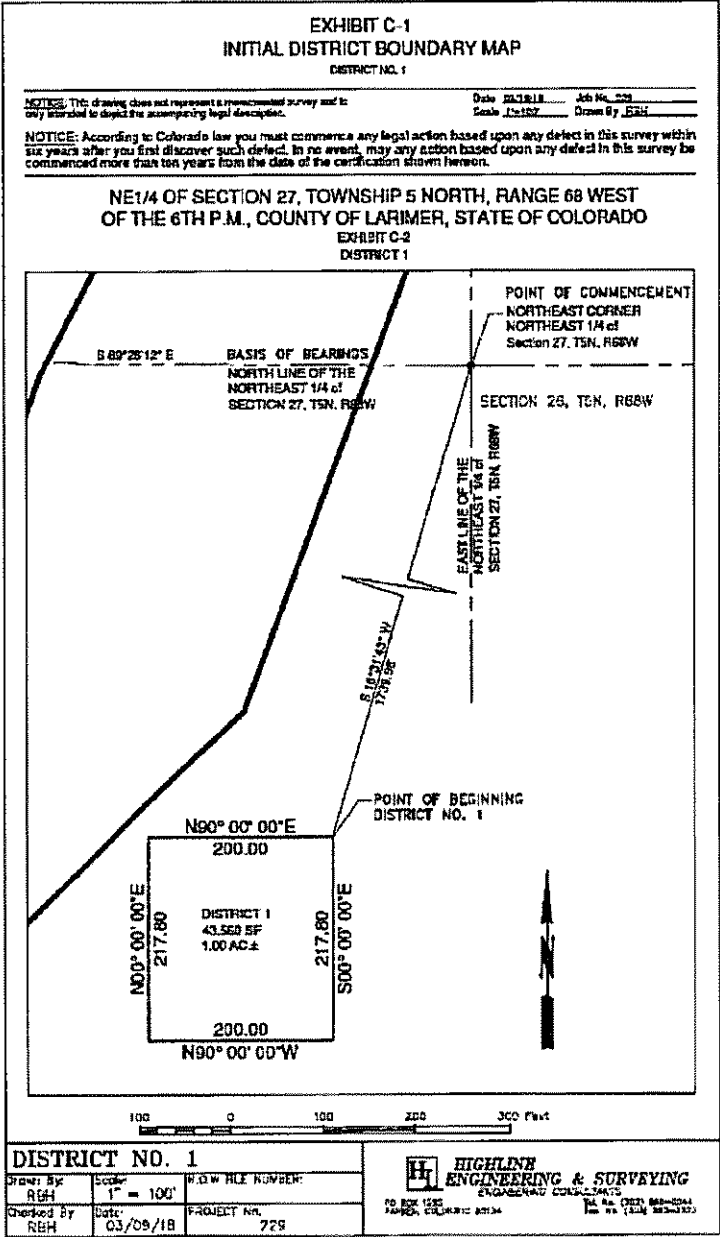
THENCE S 16°31'43" W, A DISTANCE OF 1739.98 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE S 00°00'00" E, A DISTANCE OF 217.80 FEET;

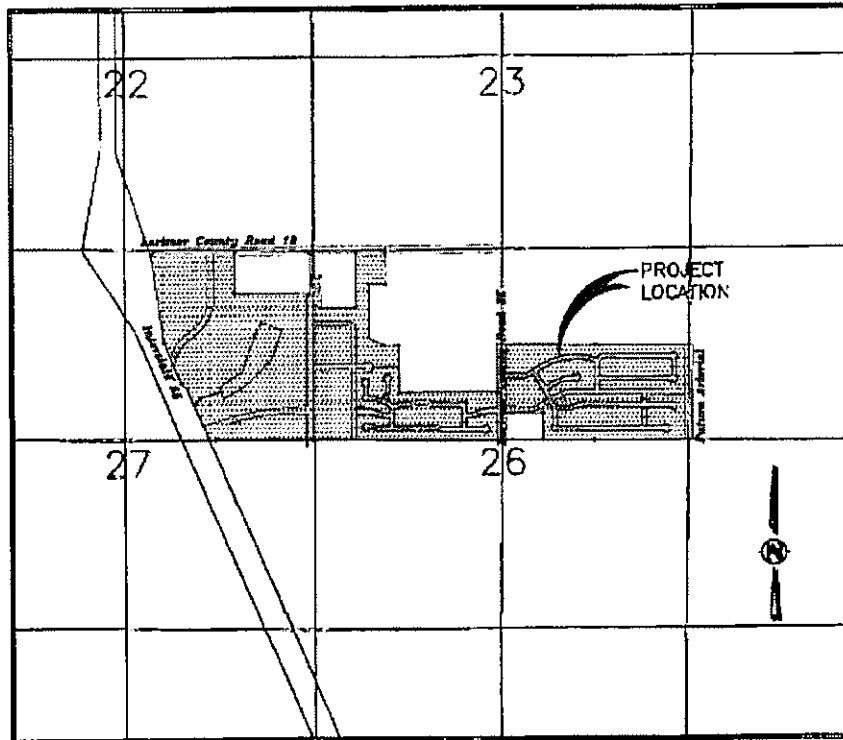
THENCE N 90°00'00" W, A DISTANCE OF 200.00 FEET;

THENCE N 00°00'00" E, A DISTANCE OF 217.80 FEET;

THENCE N 90°00'00" E, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF
BEGINNING, CONTAINING 43,580 SF OR 1.000 ACRES, MORE OR LESS.



Page 6 of 8



VICINITY MAP

1"=2000'

Page 7 of 8

**EXHIBIT B
TO ORDER AND DECREE**

(Service Plan)

To be attached prior to recordation by:

White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

**SERVICE PLAN
FOR
VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NOS. 1-8
TOWN OF JOHNSTOWN, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

Submitted On January 19, 2018

Resubmitted On March 14, 2018

Approved On March 19, 2018

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Intent and Purpose.....	1
B.	Need for the Districts	1
C.	Town's Objective.....	1
II.	DEFINITIONS	2
III.	BOUNDARIES.....	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	6
A.	Powers of the Districts and Service Plan Amendment	6
1.	Operations and Maintenance Limitation.....	6
2.	Trails and Amenities	7
3.	Fire Protection, Ambulance and Emergency Services Limitation	7
4.	Television Relay and Translation Limitation	7
5.	Telecommunication Facilities.....	7
6.	Construction Standards Limitation	7
7.	Zoning and Land Use Requirements; Sales and Use Tax.....	7
8.	Growth Limitations	7
9.	Conveyance.....	8
10.	Privately Placed Debt Limitation	8
11.	Inclusion Limitation.....	8
12.	Overlap Limitation.....	9
13.	Debt Limitation.....	9
14.	Maximum Debt Authorization	9

15.	Recurring Fee Limitation	9
16.	Monies from Other Governmental Sources	9
17.	Consolidation Limitation	9
18.	Public Improvement Fee Limitation	9
19.	Bankruptcy Limitation	10
20.	Water Rights/Resources Limitation	10
21.	Eminent Domain Limitation	10
22.	Covenant Enforcement and Design Review Services.....	10
23.	Special Improvement Districts.....	10
24.	Reimbursement Agreement with Adjacent Landowners	10
25.	Land Purchase Limitation	11
26.	Developer Reimbursement of Public Improvement Related Costs	11
27.	Developer Reimbursement of Administration, Operations and Maintenance Related Costs	11
28.	Board Meetings and Website Limitations.....	11
29.	Financial Review	12
B.	Service Plan Amendment Requirement	12
C.	Capital Plan	12
D.	Multiple District Structure	12
VI.	FINANCIAL PLAN	13
A.	General	13
B.	Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.....	14
C.	Mill Levies	14
D.	Mill Levy Imposition Term	15
E.	Debt Instrument Disclosure Requirement.....	16

F.	Publicly-Marketed Debt.....	16
G.	Security for Debt.....	16
H.	District Operating Costs.....	16
VII.	ANNUAL REPORT	17
A.	General.....	17
B.	Reporting of Significant Events.....	17
C.	Summary of Financial Information.....	18
VIII.	DISSOLUTION.....	18
IX.	INTERGOVERNMENTAL AGREEMENTS	19
X.	NON-COMPLIANCE WITH SERVICE PLAN.....	19
XI.	MISCELLANEOUS	19
A.	Headings	19
B.	Town Consent.....	19
C.	Town Expenses	19
D.	Disclosure Notice.....	19
XII.	CONCLUSION	20

LIST OF EXHIBITS

EXHIBIT A-1	Legal Description – Initial District Boundaries
EXHIBIT A-2	Legal Description – Inclusion Area Boundaries
EXHIBIT B	Johnstown Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proofs of Ownership and Consents of Owners
EXHIBIT D	Intergovernmental Agreement between the Districts and Johnstown
EXHIBIT E	Capital Plan
EXHIBIT F	Financial Plan
EXHIBIT G	Form of District Disclosure Notice
EXHIBIT H	Indemnification Letters

I. INTRODUCTION

A. Intent and Purpose.

The Town intends that this Service Plan grant authority to the Districts to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. 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, this Service Plan or an intergovernmental agreement with the Town, the Districts' activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan.

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 and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the Districts is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the Districts to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the Districts and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the Districts. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the Districts.

The Town intends to authorize the Districts to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The Districts shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

The Town prefers that all property classified as Residential Property shall be located solely within the boundaries of a Residential District and that all property classified as Commercial Property shall be located solely within the boundaries of a Commercial District. The distinction facilitates two goals: (1) to have similarly situated properties governed by common interests, and (2) to apply a lower maximum tax burden on residential owners. The foregoing

shall not prohibit a Residential District, Commercial District or Mixed-Use District from sharing the costs of Public Improvements in compliance with the provisions of this Service Plan and applicable law.

The Town intends that the Districts 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.

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 development agreement, preliminary or final plat or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Board: means the board of directors of each District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Commercial District: means any District with solely Commercial Property within its boundaries.

Commercial Property: means all property other than residential real property as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.26.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts to the Developer within the Districts for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the Districts.

Developer Debt Mill Levy Limitation Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1.

Development Fee: means a one-time development or system development fee that may be imposed by the Districts on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a building permit for the unit or structure to assist with the planning and development of the Public Improvements.

District: means any one of the Districts.

Districts: means Villages at Johnstown Metropolitan District No. 1, Villages at Johnstown Metropolitan District No. 2, Villages at Johnstown Metropolitan District No. 3, Villages at Johnstown Metropolitan District No. 4, Villages at Johnstown Metropolitan District No. 5, Villages at Johnstown Metropolitan District No. 6, Villages at Johnstown Metropolitan District No. 7 and Villages at Johnstown Metropolitan District No. 8, collectively.

End User: means any owner or occupant of any taxable Residential Property or Commercial Property within the Districts after such property has been vertically developed. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant approved by the Town 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 Developer or the Districts.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.10. below.

Financial Plan: means the Financial Plan described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes.

Gallagher Adjustment: means, if, on or after January 1, 2018, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement. the Maximum Debt Mill Levy and Operations and Maintenance 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, 2018, 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.

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 Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.14. below.

Maximum Commercial Debt Mill Levy: means the maximum mill levy a Commercial District is permitted to impose upon taxable property within its boundaries for payment of Debt 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, and includes, as appropriate, the Maximum Commercial Debt Mill Levy and the Maximum Residential Debt Mill Levy.

Maximum Residential Debt Mill Levy: means the maximum mill levy a Residential District and a Mixed-Use District are permitted to impose upon taxable property within their respective boundaries 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 Residential Property as set forth in Section VI.E. below.

Mixed-Use District: means any District with both Commercial Property and Residential Property within its boundaries.

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

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as Villages at Johnstown.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the Districts with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the Districts for administrative, operations and maintenance costs and for services, programs or facilities provided by the Districts as limited by the provisions of Section V.A.15. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Residential District: means any District with solely Residential Property within its boundaries.

Residential Property: means “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Service Area: means the property within 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 in accordance with the Town’s ordinance and the applicable state law.

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

State: means the State of Colorado.

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

Town: means the Town of Johnstown, Colorado.

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

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

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately two (2) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately two hundred and fifty two (252) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. 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**. Proofs of Ownership and consents of the owners to organization of the Districts for all properties within the District Boundaries are attached hereto as **Exhibit C-3**. The Districts' boundaries may change from time to time as the Districts undergo inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately two hundred and fifty two (252) acres of planned mixed-use land. The current assessed valuation of the Service Area is approximately \$27,457 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately eleven hundred (1,100) people.

The Town's approval of this Service Plan 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 commercial area that may be identified in this Service 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 operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. 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, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee 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 use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services 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. The Districts shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. 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.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Construction Standards Limitation. The Districts shall 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 shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

8. Growth Limitations. The Districts acknowledge that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

9. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

10. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, 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.

The Districts shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager's approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt.

11. Inclusion Limitation. The Districts may include all property with the Inclusion Area Boundaries, and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

12. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts.

13. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town Council of a final subdivision plat for Phase 1 of the Project, the Districts shall not: (a) issue any Debt; (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; or (c) impose and collect any Development Fees.

14. Maximum Debt Authorization. The Districts shall not issue Debt in excess of Seventy Two Million Five Hundred Thousand Dollars (\$72,500,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

15. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and 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 the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

16. 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 for which the Town is eligible to apply, 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.

17. 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.

18. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an intergovernmental agreement with the Town.

19. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that 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.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; 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 approval of this Service Plan.

20. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town.

21. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts’ exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area. In no event shall the Districts exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

22. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town’s architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

23. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

24. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be done in accordance with Town Code. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the

reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

25. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements. Approved Development Plans, the Town Code or other development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council.

26. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the Districts shall receive: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town.

27. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the Districts or the operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

28. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The Districts' website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

29. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

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 this Service Plan 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. Capital Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the Districts. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by a engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Seventy Two Million Dollars (\$72,000,000). Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the Developer of the Project.

D. Multiple District Structure.

The Town anticipates that the Districts, collectively, will undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements

governing the relationship between and among the Districts with respect to the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein and with respect to the administration, operations and maintenance of the Districts. Such intergovernmental agreements between and among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement, or any provision thereof or amendment thereto, without the consent of all of the Districts shall be a material modification of the Service Plan. All intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan shall be submitted to the Town at least forty-five (45) days prior to their execution by the Districts, for Town review. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of any Approved Development Plan or other instrument related to the Public Improvements. If the Town within such forty-five (45) days submits qualified objections to the proposed agreement or amendment, then the Districts shall work with the Town to resolve such objections and obtain Town Council approval, by resolution, of the form of such agreement or amendment prior to the Districts' execution thereof. The Town by a writing signed by the Town Manager may elect to waive such forty-five (45) day period.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation and financing 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 are reasonably able to pay 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 the Maximum Debt Authorization, Seventy Two Million Five Hundred Thousand Dollars (\$72,500,000), and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by D.A. Davidson and Co., and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes for the Districts. The Maximum Debt Authorization is supported by the Financial Plan.

In addition to the other requirements of this Service Plan, at least forty-five (45) days prior to the issuance of any Debt, the Districts shall submit to the Town the then-current financial forecasts and feasibility reports for such proposed issuance, together with a current certification, of the Board(s) issuing such Debt, dated within sixty (60) days of such submittal, that such proposed Debt is in compliance with the Service Plan.

In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan for commercial projects, wherein the Town is sharing revenue with, or providing additional economic incentives to, the Developer. Such a requirement shall be set forth in an intergovernmental agreement with the Town.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed twelve percent (12%). The proposed maximum underwriting discount shall be four percent (4%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the Districts and shall be subject to the debt limitation term provided in Section VI.D below.

C. Mill Levies.

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

2. Maximum Residential Debt Mill Levy. The Maximum Residential Debt Mill Levy shall be forty (40) mills subject to a Gallagher Adjustment. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Residential District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Residential District are End Users residing in such Residential District, and such Residential District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. Maximum Mixed-Use Debt Mill Levy. The Maximum Residential Debt Mill Levy shall apply to any Mixed-Use District; provided however, that if the inclusion of Residential Property and Commercial Property into a Mixed Use District is approved by the Town in an intergovernmental agreement that is approved by Town Council and is separate from the Intergovernmental Agreement provided for in Section IX and Exhibit D of this Service Plan, then

the Maximum Commercial Debt Mill Levy may be applied within a Mixed-Use District. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Mixed-Use District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Mixed-Use District are End Users residing in such Mixed-Use District, and such Mixed-Use District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

4. Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts' administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of a District shall be ten (10) mills, subject to a Gallagher Adjustment, and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users residing in such District, such Board may eliminate the Maximum Operations and Maintenance Mill Levy if approved by the Town in an intergovernmental agreement.

5. Subdistricts. 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.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, a Residential District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of the Residential District imposing the mill levy are End Users residing in such Residential District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

E. 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, the Developer of property within the boundaries of the Districts.

F. Publicly-Marketed Debt.

At least ten (10) business days prior to the issuance of Publicly-Marketed Debt, the Districts shall provide the Town with the marketing documents that have been or shall be published. Within ten (10) days subsequent to the issuance of Publicly-Marketed Debt, the Districts shall provide the Town with the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt and copies of the relevant Debt documents.

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. The Town's 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. District Operating Costs.

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

In addition to the capital costs of the Public Improvements, the 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 One Hundred Fifty Thousand Dollars (\$150,000) 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 no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been issued (the "report year"). The Town reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five years after the District's organization.

B. Reporting of Significant Events.

The annual report required by this Section VII shall include information as to any of the following events that occurred during the report year:

1. Narrative of the Districts progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the Districts.
5. Proposed plans for the year immediately following the report year.
6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.
7. Status of the Districts' Public Improvement construction schedule and the Public Improvement schedule for the following five years.
8. Notice of any uncured defaults.
9. A list of all Public Improvements constructed by the Districts that have been dedicated to and accepted by the Town.
10. If requested by the Town, copies of minutes of all meetings of the Districts' boards of directors.
11. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel and the date, place and time of the regular meetings of the Board.
12. Certification from the Boards that the Districts are in compliance with all provisions of the Service Plan.
13. Copies of any Agreements with the Developer entered into in the report year.

14. Copies of any Cost Verification Reports provided to the Districts in the report year.

C. Summary of Financial Information.

The annual report shall include a summary of the following information for the report year:

1. Assessed value of Taxable Property within the Districts' boundaries.
2. Total acreage of property within the Districts' boundaries.
3. Most recently filed audited financial statements of the Districts, to the extent audit financial statements are required by state law or most recently filed audit exemption.
4. Annual budget of the Districts.
5. Resolutions regarding issuance of Debt or other financial obligations, including relevant financing documents, credit agreements, and official statements.
6. Outstanding Debt (stated separately for each class of Debt).
7. Outstanding Debt service (stated separately for each class of Debt).
8. The Districts' tax revenue.
9. Other revenues of the Districts.
10. The Districts' Public Improvements expenditures.
11. The Districts' other expenditures.
12. The Districts' inability to pay any financial obligations as they come due.
13. The amount and terms of any new Debt issued.
14. Any Developer Debt.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the Districts at the Districts' organizational meeting is attached as **Exhibit D**. The Districts shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the Districts' organizational meeting.

The Districts shall enter into one or more intergovernmental agreements from time to time to allocate their respective responsibilities for the provision of the Public Improvements. In addition to the requirements of V.D., above, the Districts shall submit a copy of any such intergovernmental agreement to the Town Manager within ten (10) business days of execution.

The Districts and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer's indemnification letter shall be submitted to the Town as part of this Service Plan. The Districts shall approve and execute the indemnification letter at their first Board meeting after their organizational election, in the same form as the indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the Districts' organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the Districts have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the Districts to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the Districts hereby waive the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

A. Headings. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Service Plan.

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.

C. Town Expenses. The Districts shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in enforcing any provision of the Service Plan.

D. Disclosure Notice. The Districts' disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**.

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

EXHIBIT A-1

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Legal Description – Initial District Boundaries

EXHIBIT A
LEGAL DESCRIPTIONs
INITIAL DISTRICT BOUNDARIES:

DISTRICT NO. 1

A PARCEL OF LAND LOCATED WITH THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, IS ASSUMED TO BEAR S 89°28'12" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NE CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.:

THENCE S 16°31'43" W, A DISTANCE OF 1739.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 00°00'00" E, A DISTANCE OF 217.80 FEET;
THENCE N 90°00'00" W, A DISTANCE OF 200.00 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 217.80 FEET;
THENCE N 90°00'00" E, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 43,560 SF OR 1.000 ACRES, MORE OR LESS.

DISTRICT NOS. 2-8

A PARCEL OF LAND LOCATED WITH THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, IS ASSUMED TO BEAR S 89°28'12" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NE CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.:

THENCE S 16°31'43" W, A DISTANCE OF 1739.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 90°00'00" E, A DISTANCE OF 200.00 FEET;
THENCE S 00°00'00" E, A DISTANCE OF 217.80 FEET;
THENCE N 90°00'00" W, A DISTANCE OF 200.00 FEET;
THENCE N 00°00'00" E, A DISTANCE OF 217.80 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 43,560 SF OR 1.000 ACRES, MORE OR LESS.

EXHIBIT A-2

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Legal Description – Inclusion Area Boundaries

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 6
Policy Number: 2770739

EXHIBIT A

File No.: **5544-2770739**

Policy No.: **2770739**

The land referred to in Schedule A is situated in the County of Larimer, State of Colorado and is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE NE1/4 OF SECTION 27 AND A PORTION OF THE N1/2 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, TO BEAR S 89 DEGREES 28'12" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGIN AT THE NW CORNER OF THE NW1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO; THENCE RUN S 00 DEGREES 00'43" E ALONG THE WEST LINE OF SAID NW 1/4 A DISTANCE OF 363.59 TO A POINT ON A BOUNDARY LINE DESCRIBED AT RECEPTION NO. 95079576; THENCE LEAVING SAID WEST LINE AND RUN ALONG SAID BOUNDARY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 89 DEGREES 52'27" E, FOR A DISTANCE OF 100.02 FEET; THENCE RUN S 00 DEGREES 00'48" E, FOR A DISTANCE OF 436.40 FEET; THENCE RUN N 89 DEGREES 52'27" E, FOR A DISTANCE OF 500.00 FEET; THENCE RUN N 00 DEGREES 00'48" W, FOR A DISTANCE OF 799.99 FEET TO THE NORTH LINE OF SAID NW1/4 OF SECTION 26; THENCE RUN N 89 DEGREES 52'27" E ALONG SAID NORTH LINE FOR A DISTANCE OF 423.24 FEET; THENCE LEAVING SAID NORTH LINE AND RUN S 00 DEGREES 07'33", FOR A DISTANCE OF 483.34 FEET; THENCE RUN S 89 DEGREES 52'27" W, FOR A DISTANCE OF 243.44 FEET; THENCE RUN S 00 DEGREES 07'33" E FOR A DISTANCE OF 732.89 FEET; THENCE RUN S 62 DEGREES 08'03" E, FOR A DISTANCE OF 244.80 FEET; THENCE RUN N 89 DEGREES 52'31" E, FOR A DISTANCE OF 200.75 FEET; THENCE LEAVING SAID BOUNDARY LINE AND RUN S 00 DEGREES 09'00" W, FOR A DISTANCE OF 648.94 FEET TO A POINT ON THE NORTH LINE OF THE S1/2 OF THE SOUTH 1/2 OF SAID NW1/4; THENCE RUN S 89 DEGREES 49'52" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,437.37 FEET TO A POINT ON THE WEST LINE OF THE NE1/4 OF SAID SECTION 26; SAID POINT ALSO BEING A POINT ON THE BOUNDARY LINE DESCRIBED AT RECEPTION NO. 2000008391; THENCE LEAVING SAID NORTH LINE AND RUN ALONG SAID BOUNDARY LINE OF THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 00 DEGREES 18'25" E ALONG SAID WEST LINE FOR A DISTANCE OF 662.44 FEET TO THE NW CORNER OF THE S1/2 OF NE1/4; THENCE LEAVING SAID WEST LINE AND RUN S 89 DEGREES 32'57" E ALONG THE NORTH LINE OF THE S 1/2 OF SAID NE1/4 FOR A DISTANCE OF 2,618.85 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE LEAVING SAID NORTH LINE OF RUN S 00 DEGREES 44'09" W ALONG SAID EAST LINE FOR A DISTANCE OF 1,316.14 FEET TO THE SOUTH LINE OF SAID NE1/4; THENCE LEAVING SAID EAST LINE AND RUN N 89 DEGREES 44'30" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 2,027.35 FEET; THENCE LEAVING SAID SOUTH LINE AND RUN 00 DEGREES 19'13" E FOR A DISTANCE OF 374.30 FEET; THENCE N 89 DEGREES 44'30" W FOR A DISTANCE OF 581.74 FEET TO THE AFORESAID WEST LINE OF SAID NE1/4; THENCE LEAVING SAID BOUNDARY LINE AND RUN S00 DEGREES 18'25" W ALONG SAID WEST LINE FOR A DISTANCE OF 374.30 FEET TO THE SE CORNER OF THE AFORESAID NW 1/4; THENCE LEAVING SAID WEST LINE AND RUN N 89 DEGREES 44'00" W ALONG THE SOUTH LINE OF SAID NW1/4 FOR A DISTANCE OF 2,631.84 FEET TO THE SE CORNER OF SAID NE1/4 OF SECTION 27, SAID POINT ALSO BEING A POINT ON THE BOUNDARY LINE DESCRIBED AT RECEPTION NO. 0095024264; THENCE LEAVING SAID SOUTH LINE ALONG SAID BOUNDARY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE N 89 DEGREES 39'05" W ALONG THE SOUTH LINE OF SAID NE1/4 FOR A DISTANCE OF 1,436.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 25; THENCE LEAVING SAID SOUTH LINE AND RUN ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 23 DEGREES 22'31" W FOR A DISTANCE OF 766.62 FEET; THENCE RUN N 45 DEGREES 10'31" FOR A DISTANCE OF 107.70 FEET; THENCE RUN N 23 DEGREES 22'31" W FOR A DISTANCE OF 624.00 FEET; THENCE RUN N 08 DEGREES 30'01" W FOR A DISTANCE OF 1,224.50 FEET; THENCE RUN N 45 DEGREES 25'29" E, FOR A DISTANCE OF 64.56 FEET; THENCE RUN N 00 DEGREES 31'48" E FOR A DISTANCE OF 34.70 FEET TO

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 7
Policy Number: 2770739

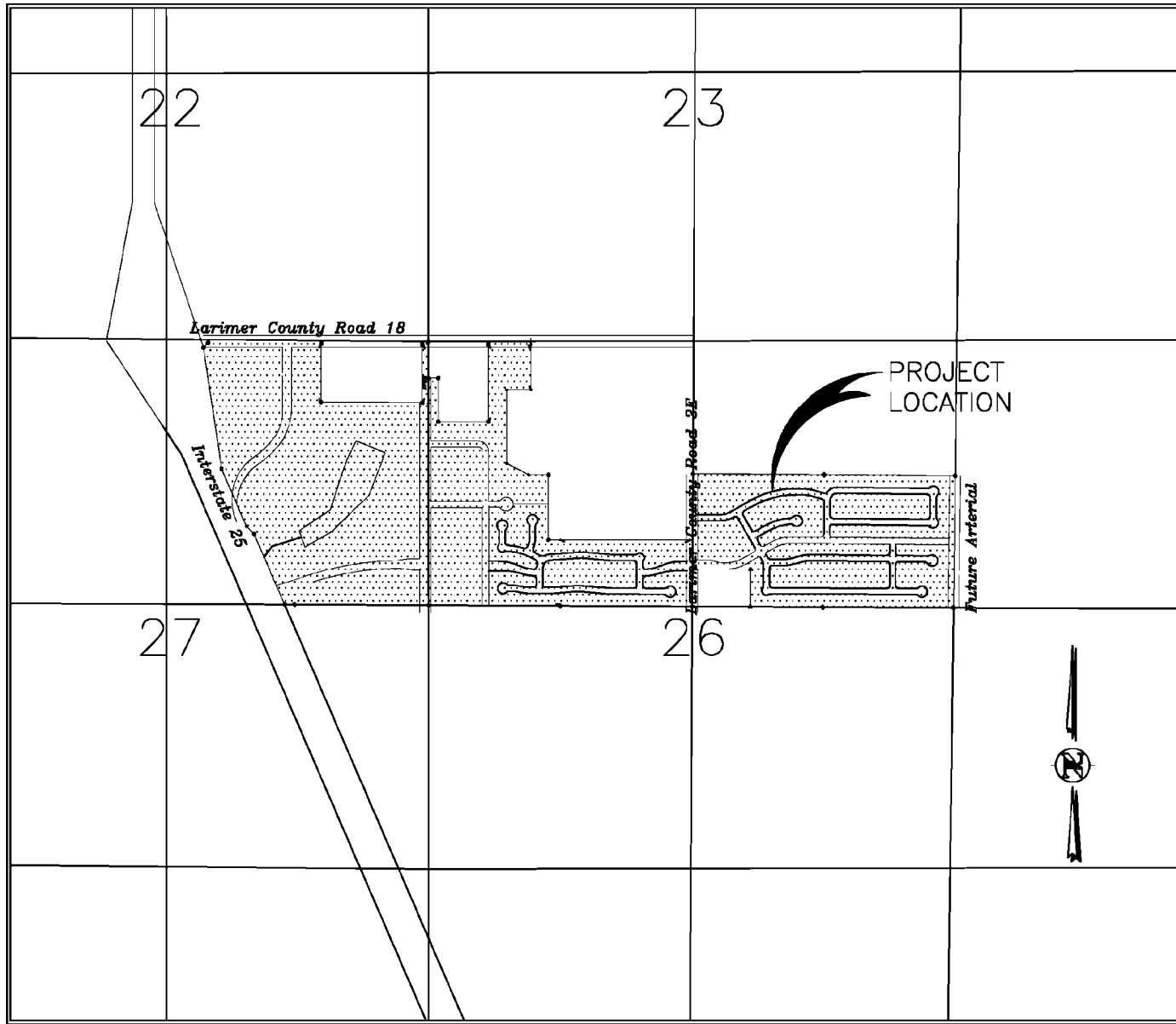
THE NORTH LINE OF THE NE1/4 OF SECTION 27 OF THE AFORESAID TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUN S 89 DEGREES 28'12" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,130.99 FEET; THENCE LEAVING SAID NORTH LINE AND RUN S 00 DEGREES 24'36" W, FOR A DISTANCE OF 612.23 FEET; THENCE RUN S 89 DEGREES 35'24" FOR A DISTANCE OF 1,012.17 FEET; THENCE RUN N 00 DEGREES 00'43" W FOR A DISTANCE OF 610.13 FEET TO THE AFORESAID NORTH LINE OF THE NE 1/4; THENCE RUN S 89 DEGREES 28'12" E ALONG SAID NORTH LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

EXCEPT THAT PARCEL CONVEYED BY DEED RECORDED APRIL 20, 2004 AT RECEPTION NO. 2004-0036949 AND ALSO EXCEPTING ANY PORTIONS OF THE THE ABOVE DESCRIBED LAND LYING WITHIN THE COUNTY ROADS.

EXHIBIT B

SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8

Johnstown Vicinity Map



VICINITY MAP

1"=2000'

EXHIBIT C-1

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Initial District Boundary Map

EXHIBIT C-1
INITIAL DISTRICT BOUNDARY MAP
DISTRICT NO. 1

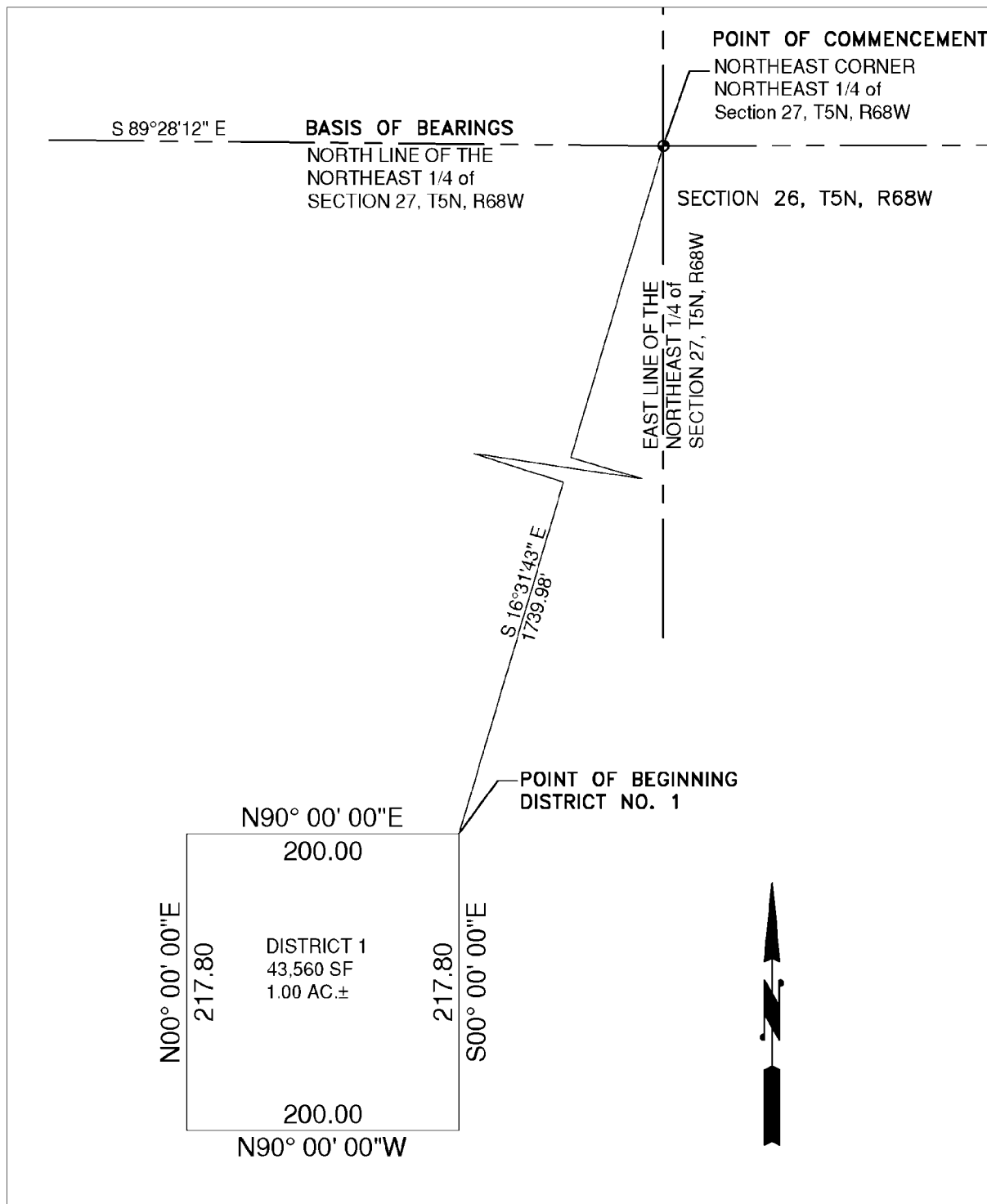
NOTICE: This drawing does not represent a monumented survey and is only intended to depict the accompanying legal description.

Date 01/8/18 Job No. 229
Scale 1"=100' Drawn By RBH

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within six 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.

NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST
OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT C-2
DISTRICT 1



100 0 100 200 300 Feet

DISTRICT NO. 1

Drawn By: RBH Scale: 1" = 100' R.O.W FILE NUMBER:

Checked By: RBH Date: 01/08/18 PROJECT No. 229



HIGHLINE
ENGINEERING & SURVEYING
ENGINEERING CONSULTANTS

PO BOX 1295
PARKER, COLORADO 80134

Tel. No. (303) 889-0044
Fax. No. (303) 380-3320

EXHIBIT C-2
INITIAL DISTRICT BOUNDARY MAP

DISTRICT NO. 2-8

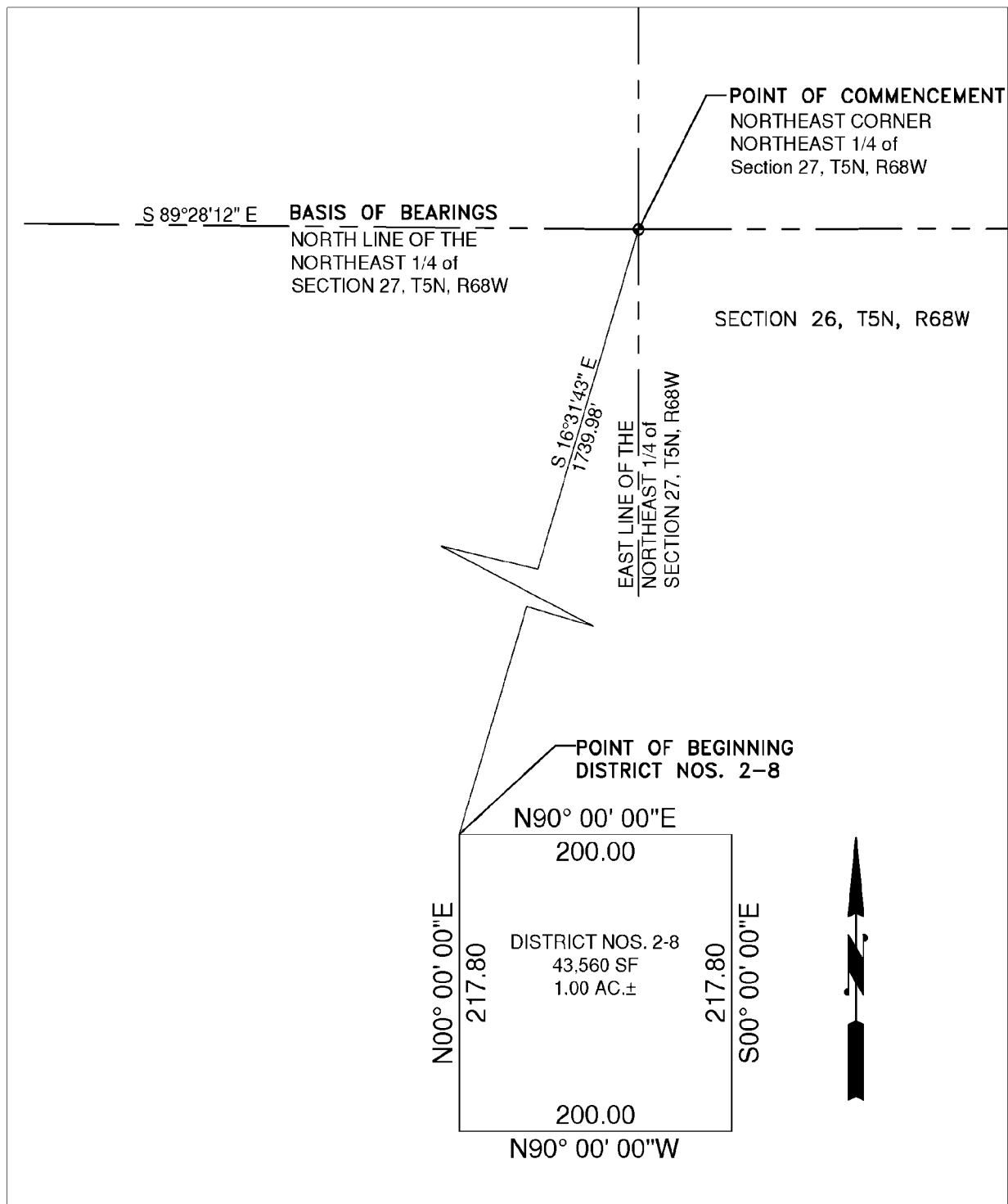
NOTICE: This drawing does not represent a monumented survey and is only intended to depict the accompanying legal description.

Date 01/08/18 Job No. 229
Scale 1"=100' Drawn By RBH

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within six 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.

NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST
OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT C-2
DISTRICT NO. 2-8



100 0 100 200 300 Feet

DISTRICT NO. 2-8

Drawn By: RBH Scale: 1" = 100' R.O.W FILE NUMBER:

Checked By: RBH Date: 01/08/18 PROJECT No. 229



HIGHLINE
ENGINEERING & SURVEYING
ENGINEERING CONSULTANTS

PO BOX 1295
PARKER, COLORADO 80134

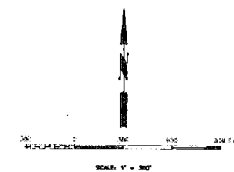
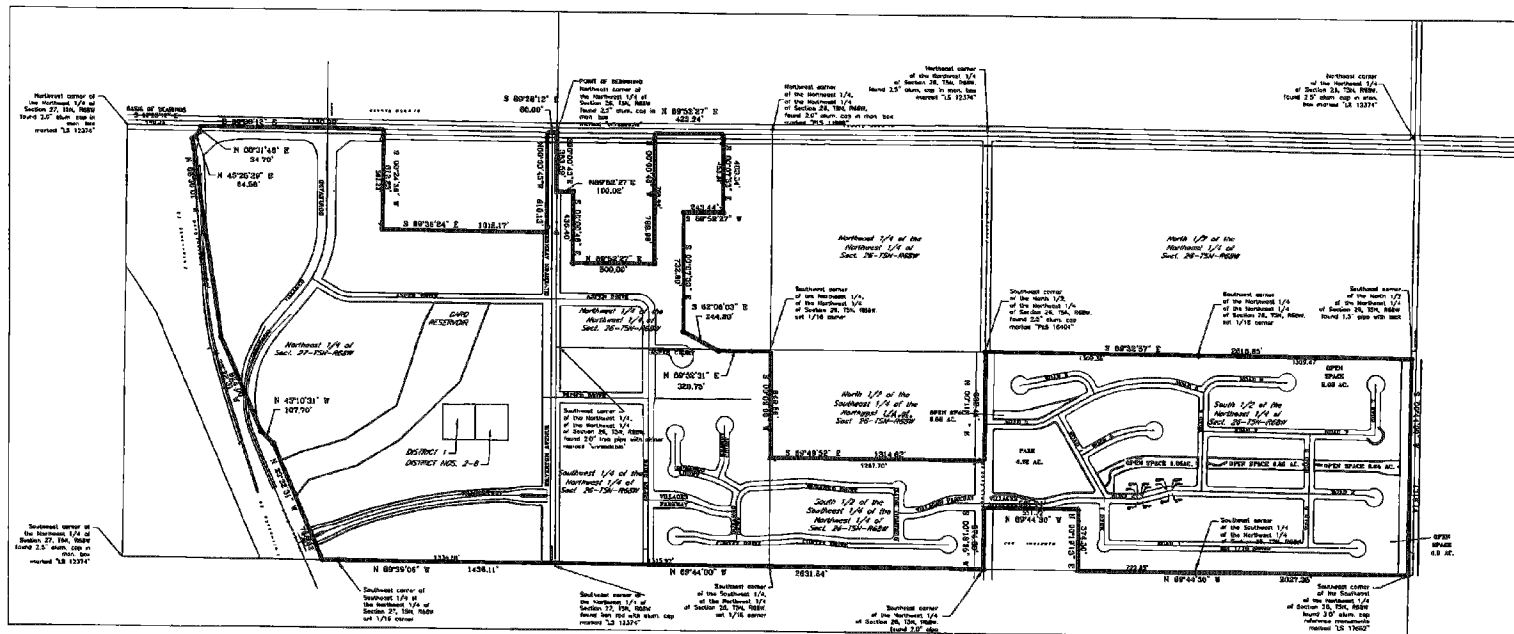
Tel. No. (303) 889-0044
Fax. No. (303) 380-3320

EXHIBIT C-2

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Inclusion Area Boundary Map

THE VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8 INCLUSION AREA BOUNDARY MAP
A PORTION OF THE NORTHEAST 1/4 OF SECTION 27 AND A PORTION OF THE NORTH 1/2
OF SECTION 28, TOWNSHIP 05 NORTH, RANGE 68 WEST 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.



DISTRICT MAP
HIGHLINE
ENGINEERING & SURVEYING
ENGINEERING CONSULTANTS
P.O. BOX 100
FARMINGTON, COLORADO 80424
JOB NO. 228
DATE: 3/9/18 SHEET 1 OF 1

EXHIBIT C-3

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Proofs of Ownership and Consent of Owners

January 19, 2018

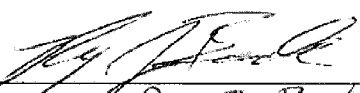
Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

**RE: Proposed Villages at Johnstown Metropolitan District Nos. 1-8 (the
"Districts")**

To Whom It May Concern:

J-25 Land Holdings, LLC, a Delaware limited liability company, is the owner of the property attached hereto as **Exhibit A**, which property constitutes the entirety of the territory proposed for inclusion within the boundaries of the Districts. The purpose of this letter is to advise the Town of Johnstown that J-25 Land Holdings, LLC, consents to the organization of the Districts.

J-25 Land Holdings, LLC, a Delaware limited
liability company

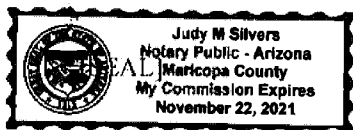
By: 
Its: Roy J. Bader
Exec. V.P.

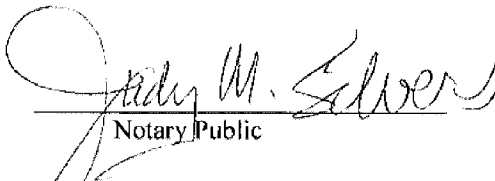
STATE OF COLORADO)

) ss

COUNTY OF)

Subscribed and sworn to before me on this 19th day of January, 2018, by
Roy BADER, as EXECUTIVE VP of J-25 Land Holdings,
LLC.




Notary Public

My commission expires 11-22-2021.

EXHIBIT A

CO-107.12/ Date Down of Policy

ENDORSEMENT

Attached to Policy No. 2770739

Issued by

First American Title Insurance Company

The effective Date of Policy is hereby changed from June 30, 2017, at 5:00 P.M. to March 6, 2018 at 5:00 P.M.

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in the policy, except:
 - (a) An easement for a temporary workspace and access and incidental purposes granted to Mountaintop Minerals, LLC and Extraction Oil & Gas, LLC by the instrument recorded July 25, 2017 at Reception No. 20170048994 upon the terms and conditions set forth in the instrument.
 - (b) Any interest in all oil, gas and other minerals conveyed to Mountaintop Minerals, LLC by Mineral Deed, recorded December 11, 2017 at Reception No. 20170083074; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
 - (c) A Notary Correction Affidavit correcting the acknowledgment of Deed of Trust recorded June 30, 2017 at Reception No. 20170043456.
2. That, as shown by the public records, the title to the estate or interest referred to in Schedule A is vested in J-25 Land Holdings, LLC, a Delaware limited liability company.

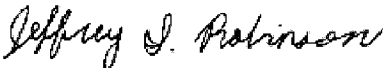
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: March 09, 2018

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Form No. 1402.06
ALTA Owner's Policy (6-17-06)
1100302P050600



Policy Page 1
Policy Number: 2770739

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 2
Policy Number: 2770739

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transferee vesting the Title as shown in Schedule A is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 3
Policy Number: 2770739

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%; and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 4
Policy Number: 2770739

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 5
Policy Number: 2770739

SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: **5544-2770739**

Policy No.: **2770739**

Address Reference: Vacant Land, Johnstown, CO 80534

Amount of Insurance: \$3,000,000.00

Date of Policy: Date of Recording at 5:00 p.m.

1. Name of Insured:

J-25 Land Holdings, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

J-25 Land Holdings, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 6
Policy Number: 2770739

EXHIBIT A

File No.: **5544-2770739**

Policy No.: **2770739**

The land referred to in Schedule A is situated in the County of Larimer, State of Colorado and is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE NE1/4 OF SECTION 27 AND A PORTION OF THE N1/2 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NE1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, TO BEAR S 89 DEGREES 28'12" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGIN AT THE NW CORNER OF THE NW1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO; THENCE RUN S 00 DEGREES 00'43" E ALONG THE WEST LINE OF SAID NW 1/4 A DISTANCE OF 363.59 TO A POINT ON A BOUNDARY LINE DESCRIBED AT RECEPTION NO. 95079576; THENCE LEAVING SAID WEST LINE AND RUN ALONG SAID BOUNDARY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 89 DEGREES 52'27" E, FOR A DISTANCE OF 100.02 FEET; THENCE RUN S 00 DEGREES 00'48" E, FOR A DISTANCE OF 436.40 FEET; THENCE RUN N 89 DEGREES 52'27" E, FOR A DISTANCE OF 500.00 FEET; THENCE RUN N 00 DEGREES 00'48" W, FOR A DISTANCE OF 799.99 FEET TO THE NORTH LINE OF SAID NW1/4 OF SECTION 26; THENCE RUN N 89 DEGREES 52'27" E ALONG SAID NORTH LINE FOR A DISTANCE OF 423.24 FEET; THENCE LEAVING SAID NORTH LINE AND RUN S 00 DEGREES 07'33", FOR A DISTANCE OF 483.34 FEET; THENCE RUN S 89 DEGREES 52'27" W, FOR A DISTANCE OF 243.44 FEET; THENCE RUN S 00 DEGREES 07'33" E FOR A DISTANCE OF 732.89 FEET; THENCE RUN S 62 DEGREES 08'03" E, FOR A DISTANCE OF 244.80 FEET; THENCE RUN N 89 DEGREES 52'31" E, FOR A DISTANCE OF 200.75 FEET; THENCE LEAVING SAID BOUNDARY LINE AND RUN S 00 DEGREES 09'00" W, FOR A DISTANCE OF 648.94 FEET TO A POINT ON THE NORTH LINE OF THE S1/2 OF THE SOUTH 1/2 OF SAID NW1/4; THENCE RUN S 89 DEGREES 49'52" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,437.37 FEET TO A POINT ON THE WEST LINE OF THE NE1/4 OF SAID SECTION 26; SAID POINT ALSO BEING A POINT ON THE BOUNDARY LINE DESCRIBED AT RECEPTION NO. 2000008391; THENCE LEAVING SAID NORTH LINE AND RUN ALONG SAID BOUNDARY LINE OF THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 00 DEGREES 18'25" E ALONG SAID WEST LINE FOR A DISTANCE OF 662.44 FEET TO THE NW CORNER OF THE S1/2 OF NE1/4; THENCE LEAVING SAID WEST LINE AND RUN S 89 DEGREES 32'57" E ALONG THE NORTH LINE OF THE S 1/2 OF SAID NE1/4 FOR A DISTANCE OF 2,618.85 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE LEAVING SAID NORTH LINE OF RUN S 00 DEGREES 44'09" W ALONG SAID EAST LINE FOR A DISTANCE OF 1,316.14 FEET TO THE SOUTH LINE OF SAID NE1/4; THENCE LEAVING SAID EAST LINE AND RUN N 89 DEGREES 44'30" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 2,027.35 FEET; THENCE LEAVING SAID SOUTH LINE AND RUN 00 DEGREES 19'13" E FOR A DISTANCE OF 374.30 FEET; THENCE N 89 DEGREES 44'30" W FOR A DISTANCE OF 581.74 FEET TO THE AFORESAID WEST LINE OF SAID NE1/4; THENCE LEAVING SAID BOUNDARY LINE AND RUN S00 DEGREES 18'25" W ALONG SAID WEST LINE FOR A DISTANCE OF 374.30 FEET TO THE SE CORNER OF THE AFORESAID NW 1/4; THENCE LEAVING SAID WEST LINE AND RUN N 89 DEGREES 44'00" W ALONG THE SOUTH LINE OF SAID NW1/4 FOR A DISTANCE OF 2,631.84 FEET TO THE SE CORNER OF SAID NE1/4 OF SECTION 27, SAID POINT ALSO BEING A POINT ON THE BOUNDARY LINE DESCRIBED AT RECEPTION NO. 0095024264; THENCE LEAVING SAID SOUTH LINE ALONG SAID BOUNDARY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE N 89 DEGREES 39'05" W ALONG THE SOUTH LINE OF SAID NE1/4 FOR A DISTANCE OF 1,436.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 25; THENCE LEAVING SAID SOUTH LINE AND RUN ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE RUN N 23 DEGREES 22'31" W FOR A DISTANCE OF 766.62 FEET; THENCE RUN N 45 DEGREES 10'31" FOR A DISTANCE OF 107.70 FEET; THENCE RUN N 23 DEGREES 22'31" W FOR A DISTANCE OF 624.00 FEET; THENCE RUN N 08 DEGREES 30'01" W FOR A DISTANCE OF 1,224.50 FEET; THENCE RUN N 45 DEGREES 25'29" E, FOR A DISTANCE OF 64.56 FEET; THENCE RUN N 00 DEGREES 31'48" E FOR A DISTANCE OF 34.70 FEET TO

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 7
Policy Number: 2770739

THE NORTH LINE OF THE NE1/4 OF SECTION 27 OF THE AFORESAID TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUN S 89 DEGREES 28'12" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,130.99 FEET; THENCE LEAVING SAID NORTH LINE AND RUN S 00 DEGREES 24'36" W, FOR A DISTANCE OF 612.23 FEET; THENCE RUN S 89 DEGREES 35'24" FOR A DISTANCE OF 1,012.17 FEET; THENCE RUN N 00 DEGREES 00'43" W FOR A DISTANCE OF 610.13 FEET TO THE AFORESAID NORTH LINE OF THE NE 1/4; THENCE RUN S 89 DEGREES 28'12" E ALONG SAID NORTH LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

EXCEPT THAT PARCEL CONVEYED BY DEED RECORDED APRIL 20, 2004 AT RECEPTION NO. 2004-0036949 AND ALSO EXCEPTING ANY PORTIONS OF THE THE ABOVE DESCRIBED LAND LYING WITHIN THE COUNTY ROADS.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 8
Policy Number: 2770739

SCHEDULE B

File No. **5544-2770739**

Policy No. **2770739**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and Assessments for the year 2017 and subsequent years, a lien, but not yet due or payable.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. Any water rights, claims of title to water, in, on or under the land.
4. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded January 24, 1910 in Book 238 at Page 108; and any and all assignments thereof or interests therein.
5. Reservations of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded August 14, 1901 in Book 113 at Page 180.
6. Right of Way Easement as granted for ditch in Quit Claim Deed recorded May 19, 1913 in Book 315 at Page 43, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
7. Right of Way Easement as granted for ditch in Quit Claim Deed recorded January 28, 1913 in Book 285 at Page 578, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
8. Right of Way Easement as granted to Wyco Pipe Line Co, in Right of Way Conveyance recorded March 10, 1947 in Book 830 at Page 281, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
9. Right of Way Easement as granted for road in Deed of Dedication recorded July 9, 1976 in Book 1709 at Page 474, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
10. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Poudre Valley Rural Electric Association, Inc. Right of Way Easement recorded March 7, 1978 in Book 1840 at Page 6, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
11. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Poudre Valley Rural Electric Association, Inc. Right of Way Easement recorded March 28, 1979 in Book 1939 at Page 99, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 9
Policy Number: 2770739

12. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Poudre Valley Rural Electric Association, Inc. Right of Way Easement recorded November 3, 1980 in Book 2082 at Page 902.
13. Easements, conditions, restrictions and reservations on the recorded Exemption Plat recorded March 8, 1985 at Reception No. 85010948.
14. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Boundary Line Adjustment Agreement recorded December 13, 1995 at Reception No. 95079576.
15. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Poudre Valley Rural Electric Association, Inc. Right of Way Easement recorded March 11, 2003 at Reception No. 2003-0030299, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
16. Reservations by the Union Pacific Railroad Company of (1) All coal, (2) The exclusive right to prospect for, mine and remove the same, and (3) The right to ingress and egress and regress to prospect for, mine and remove the same, all as contained in Deed recorded January 14, 1889 in Book 62 at Page 368, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying; and any and all assignments thereof or interests therein.
17. Reservation of 50% of minerals for 5 years, but if in that 5 years production in commercial quantity is achieved, grantor retains reservation 50% of minerals and thereafter as long as production in commercial quantities continues, as set forth in Warranty Deed recorded May 17, 1985 at Reception No. 85023658, and re-recorded May 9, 1986 at Reception No. 86023710, recorded June 23, 1986 at Reception No. 86033153 and recorded April 28, 1993 at Reception No. 93026410, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
18. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Easement and Right of Way Agreement recorded May 30, 1986 at Reception No. 86027915, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
19. All easements, rights of way, bridges, state and interstate highways, reservoirs, ponds, lagoons and notes as shown on the map property concerning exemption from Larimer County Subdivision Regulations recorded November 19, 1976 in Book 1734 at Page 65, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
20. Request for Notification of Surface Development recorded May 20, 2002 at Reception No. 2002055084.
21. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Annexation Agreement recorded June 4, 2002 at Reception No. 2002060115 and Assignment recorded April 18, 2013 at Reception No. 20130029305.
22. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Ordinance 2001-648 recorded June 4, 2002 at Reception No. 2002060110, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
23. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Ordinance 2001-649 recorded June 4, 2002 at Reception No. 2002060111 and re-recorded September 1, 2006 at Reception No. 2006-0066703.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 10
Policy Number: 2770739

24. The effect of the Map of R & D Development Annexation No. One (Cross), R & D Development Annexation No. Two (Cross), and R & D Development Annexation No. Three (Cross, recorded June 4, 2002 at Reception No. 2002060112.
25. Ordinance 2001-651, for approval of planned unit development (PUD) mixed use (MU), (PUD) residential (R) and (PUD) industrial (I) zoning of the property known as the R & D Development Annexations No. 1, 2, 3, 4 and 5, recorded June 5, 2002 at Reception No. 2002060113, and re-recorded September 1, 2006 at Reception No. 2006-0066704.
26. Ordinance 2001-652, for approval of planned unit development (PUD) mixed use (MU), (PUD) residential (R) and (PUD) industrial (I) zoning of the property known as the Cross Annexation, recorded June 4, 2002 at Reception No. 2002060114.
27. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Court Order of Inclusion - R & D Development Property recorded August 2, 2005 at Reception No. 2005-0063935, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
28. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Permanent Utility Easement and Temporary Construction Easement Agreement recorded December 24, 2008 at Reception No. 20080081199, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.

NOTE: First Amendment in connection therewith recorded August 25, 2009 at Reception No. 20090059063.

29. Any increase or decrease in the area of the land and any adverse claim to any portion of the land lying next to Gard Reservoir which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.
30. Any right, title or interest of the general public, the State of Colorado and/or the United States in and to the waters of Gard Reservoir.
31. An easement for communications systems and incidental purposes granted to American Telephone and Telegraph Company, as set forth in an instrument recorded April 4, 1968 in Book 1382 at Page 791, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
32. An easement for communications systems and incidental purposes granted to American Telephone and Telegraph Company, as set forth in an instrument recorded April 4, 1968 in Book 1382 at Page 792, as shown on that certain ALTA/ACSM Survey Map dated May 16, 2017, Job No. 229ALTA2017, prepared by Highline Engineering & Surveying.
33. Limited Warranty Mineral and Royalty Deed by and between Northlight Trust I, a Delaware statutory trust and Extraction Oil & Gas, LLC, a Delaware limited liability company in instrument recorded December 3, 2014 at Reception No. 20140070257.
34. Mineral and Royalty Deed by and between Mountaintop Minerals, LLC, a Delaware limited liability company and Lincoln Energy LLC, a Colorado limited liability company in instrument recorded July 23, 2015 at Reception No. 20150048016.
35. An Oil and Gas Lease, executed by Mountaintop Minerals, LLC as Lessor(s) and by Extraction Oil & Gas, LLC, a Delaware limited liability company as Lessee(s) for a primary term of 2 years years, dated October 22, 2015, recorded October 27, 2015 at Reception No. 20150071794; and any and all assignments thereof or interests therein.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 11
Policy Number: 2770739

NOTE: Matters affecting the present interest of the lessor or lessee are not shown herein.

36. Amended Request for Notification of Application for Development recorded September 23, 2016 at Reception No. 20160064176.
37. A deed of trust to secure an indebtedness in the original principal amount of \$1,500,000.00 recorded June 27, 2017 at Reception No. 20170043456 of Official Records.
Dated: June 30, 2017
Trustor: J-25 Land Holdings, LLC, a Delaware limited liability company
Trustee: Larimer County Public Trustee
Beneficiary: Northlight Trust I

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Page 12
Policy Number: 2770739

Anti-fraud Statement

Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

EXHIBIT D

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Intergovernmental Agreement between the Districts and Johnstown

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NOS. 1-8**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado ("Town"), and VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NOS. 1-8, 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; 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 Limitation. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. 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, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee 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 use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services 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, except pursuant to an amendment to this Agreement or a subsequent 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. The Districts shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. 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, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Construction Standards Limitation. The Districts shall 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 shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

8. Growth Limitations. The Districts agree that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

9. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

10. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the

certification of an External Financial Advisor approved by the Town, 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.

The Districts shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager's approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt.

11. Inclusion Limitation. The Districts may include all property with the Inclusion Area Boundaries, and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

12. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts.

13. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of a final subdivision plat for Phase 1 of the Project, the Districts shall not: (a) issue any Debt; (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; or (c) impose and collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

14. Maximum Debt Authorization. The Districts shall not issue Debt in excess of Seventy Two Million Five Hundred Thousand Dollars (\$72,500,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form

of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

15. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and 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 the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

16. 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 for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent 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.

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

18. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

19. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that 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.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; 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 approval of this Service Plan.

20. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

21. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts' exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area. In no event shall the Districts exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

22. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

23. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

24. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be done in accordance with Town Code. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

25. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements. Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council.

26. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the Districts shall receive: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town.

27. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the Districts or the operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

28. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The Districts' website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

29. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

30. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in this Service Plan 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.

31. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be maximum mill levy the Districts are permitted to impose for payment of Debt and includes, as appropriate, the Maximum Commercial Debt Mill Levy and the Maximum Residential Debt Mill Levy, and shall be determined as follows:

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

(b) Maximum Residential Debt Mill Levy. The Maximum Residential Debt Mill Levy shall be forty (40) mills subject to a Gallagher Adjustment. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Residential District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Residential District are End Users residing in such Residential District, and such Residential District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) Maximum Mixed-Use Debt Mill Levy. The Maximum Residential Debt Mill Levy shall apply to any Mixed-Use District; provided however, that if the inclusion of the Residential Property and the Commercial Property into a Mixed Use District is approved by the Town in an intergovernmental agreement that is approved by Town Council and is separate from the Intergovernmental Agreement provided for in Section IX and Exhibit D of this Service Plan, then the Maximum Commercial Debt Mill Levy may be applied within a Mixed-Use District. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Mixed-Use District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Mixed-Use District are End Users residing in such Mixed-Use District, and such Mixed-Use District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

32. Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts'

administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of a District shall be ten (10) mills, subject to a Gallagher Adjustment, and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users residing in such District, such Board may eliminate the Maximum Operations and Maintenance Mill Levy if approved by the Town in an intergovernmental agreement.

33. Subdistricts. 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.

34. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, a Residential District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of the Residential District imposing the mill levy are End Users residing in such Residential District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

35. Dissolution. Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

36. 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: Villages at Johnstown Metropolitan District Nos. 1-8
Attn: Robert Rogers
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: rrogers@wbapc.com

To the Town: Attn: Town Manager
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534
Phone: (970) 587-4664

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.

37. 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.

38. 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.

39. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

40. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in the County in which the Districts are located.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the Districts are required to construct, or pay any debt or liability of the Districts, including any Bonds.

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

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

VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT E

SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8

Capital Plan

HIGHLINE ENGINEERING AND SURVEYING COMPANY, INC.
PO Box 1295
Parker, Colorado 80138
(303) 889-0044

March 10, 2018

Town of Johnstown, CO
450 S. Parish Ave.
Johnstown, CO 80534

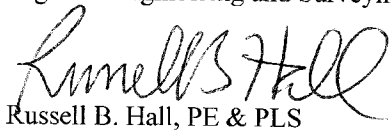
**RE: Villages at Johnstown – Service Plan Engineers Cost Estimate
Johnstown, CO**

Dear Sir,

Our office prepared the Engineers Cost Estimate for the Villages at Johnstown project located in Johnstown, Colorado. The estimate was prepared based on preliminary construction plans for Grading, Roadways, Water, Sanitary Sewer and Storm Sewer. Our office performed an itemized quantity take off of public improvements contained in the preliminary construction plans and applied current costs for said improvements. Current costs for the itemized take-off is based on our in-house records and research for project costs along the Denver Front Range.

In conclusion, the Engineering Cost Estimate for the Village at Johnstown are reasonable.

For and on Behalf of
Highline Engineering and Surveying Co., Inc.



Russell B. Hall, PE & PLS

Project Name: Villages at Johnstown

Date: March 14, 2018

Number of Lots:

No. of Acres: 252.46

*****SEE INPUT TEMPLATE FOR ASSUMPTIONS*****

		LAND PACKAGE BUDGET	
<u>Cost Code</u>	<u>Item</u>	<u>Phase Requirements</u>	<u>Per Acre</u>
DEVELOPMENT			
A	Erosion Control	\$2,540,800.00	\$10,064.17
B	Sanitary Sewer	\$2,670,002.42	\$10,575.94
C	Storm Sewer	\$5,778,381.50	\$22,888.31
D	Water Main Services,Dry Sleeves	\$5,323,630.00	\$21,087.02
E	Paving,C & G, Sidewalk, Crossspan	\$21,705,656.90	\$85,976.62
F	Gard Reservoir	\$9,150,660.00	\$36,245.98
G	Retaining Wall & Fences	\$3,114,463.50	\$12,336.45
	SUBTOTAL	\$50,283,594.32	
H	Engineering (6%)	\$3,017,015.66	\$11,950.47
I	Surveying/Testing (8%)	\$4,022,687.55	\$15,933.95
J	ARCHITECTURAL (6%)	\$3,017,015.66	\$11,950.47
K	LEGAL FEES (6%)	\$3,017,015.66	\$11,950.47
	SUBTOTAL (A-K)	\$63,357,328.84	\$250,959.87
18) 12999	15% Contingency (A-K)	\$9,503,599.33	
	SUBTOTAL DEVELOPMENT	\$72,860,928.17	\$288,603.85
BUILDING RELATED FEES			
	SUBTOTAL BUILDING FEES (0.5%)	\$364,304.64	
	SUBTOTAL TECHNICAL FEES (0.5%)	\$364,304.64	
	SUBTOTAL ALL FEES	\$728,609.28	
TOTAL DEVELOPMENT PLUS FEES		\$73,589,537.45	\$291,489.89

EXHIBIT A

**ENGINEERS ESTIMATE
FOR
THE VILLAGES AT JOHNSTOWN, METRO DISTRICT
JOHNSTOWN, COLORADO**

March 10, 2018

PREPARED BY:

**HIGHLINE ENGINEERING AND SURVEYING COMPANY, INC.
PO BOX 1295
PARKER, CO 80134
(303) 889-0044/(303) 380-3320 fax**

Erosion Control

ITEM #	DESCRIPTION	QTY	UNIT PRICE	SUBTOTALS	TOTALS
1	Vehicle Tracking (30' x 100' Typical)	5.00	EA 1500.00	\$7,500.00	
2	Silt Fence	22500.00	LF 10.00	\$225,000.00	
3	Seed & Mulch	50.00	AC 750.00	\$37,500.00	
4	Straw Bales as check dams (Installed)	80.00	EA 10.00	\$800.00	
5	Inlet Protection	40.00	EA 300.00	\$12,000.00	
6	Temporary Sedimentation Ponds	4.00	EA 2000.00	\$8,000.00	
7	Earthwork	750000.00	CY 3.00	\$2,250,000.00	
SUBTOTAL				\$2,540,800.00	
EROSION CONTROL TOTAL					\$2,540,800.00

Sanitary Sewer

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
ONSITE SANITARY SEWER				
1	8" PVC Sewer, All depths, Squeeze, all fit	19743.70	LF 60.00	\$1,184,622.00
2	4' Diameter Manhole, All depths, installed	86.00	EA 3200.00	\$275,200.00
3	Tie into existing outfall (Pro-rata Estimate)	1.00	EA 76432.42	\$76,432.42
4	4" PVC Sewer UNDERDRAIN	19743.70	LF 40.00	\$789,748.00
5	SANITARY SERVICES (1/HOME/LOT)	344.00	EA 1000.00	\$344,000.00
SANITARY SEWER TOTAL:				\$2,670,002.42

SANITARY SEWER ASSUMPTIONS:

Storm Sewer

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
STORM SEWER				
1	18" RCP Class III Pipe, All depths, bedding	1194.60	LF 80.00	\$95,568.00
2	24" RCP Class III Pipe, All depths, bedding	1351.10	LF 85.00	\$114,843.50
3	30" RCP Class III Pipe, All depths, bedding	1028.30	LF 90.00	\$92,547.00
4	36" RCP Class III Pipe, All depths, bedding	4517.00	LF 95.00	\$429,115.00
5	42" RCP Class III Pipe, All depths, bedding	91.00	LF 100.00	\$9,100.00
6	48" RCP Class III Pipe, All depths, bedding	983.40	LF 120.00	\$118,008.00
7	12x6 BOX PIPE	300.00	LF 500.00	\$150,000.00
8	F E S	11.00	EA 2000.00	\$22,000.00
9	Riprap, Placed (Type M)	0.00	CY 80.00	\$0.00
10	Type 'R' Inlet	40.00	EA 6000.00	\$240,000.00
11	Manhole, All depths, installed	36.00	EA 2700.00	\$97,200.00
12	OUTLET STRUCTURE	3.00	LS 10000.00	\$30,000.00
13	HEADWALL WW	2.00	LS 30000.00	\$60,000.00
14	60' WIDE x 300' BRIDGE @ CR18	18000.00	SF 240.00	\$4,320,000.00

STORM : STORM SEWER SUBTOTAL: **\$5,778,381.50**

Water Mains, Services & Dry Sleeves

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
--------	-------------	-----	------------	-------

ONSITE WATER

1	12" PVC CL-(COUNTY ROAD 18)	4006.00	LF	100.00	\$400,600.00
2	8"x8" Tee w/ KB	13.00	EA	2000.00	\$26,000.00
3	12"x8" Tee w/ KB (COUNTY ROAD 18)	1.00	EA	2500.00	\$2,500.00
4	12"x12" Tee w/ KB (COUNTY ROAD 18)	3.00	EA	2500.00	\$7,500.00
5	12"x20" Tee w/ KB (COUNTY ROAD 18)	1.00	EA	3000.00	\$3,000.00
6	12" GV & BOX (COUNTY ROAD 18)	7.00	EA	2000.00	\$14,000.00
7	12" PVC CL-150	2712.00	LF	80.00	\$216,960.00
8	10" PVC CL-150	2641.80	LF	50.00	\$132,090.00
9	8" PVC CL-150 w/Bedding,fittings,mega	23576.60	LF	50.00	\$1,178,830.00
10	8" GV & BOX	60.00	EA	1500.00	\$90,000.00
11	8"x 8" Cross	7.00	EA	3500.00	\$24,500.00
12	8" Plug W/ 2" B.O.	14.00	EA	2000.00	\$28,000.00
13	8" Bend	31.00	EA	500.00	\$15,500.00
14	FH ASSY	31.00	EA	6000.00	\$186,000.00
15	Asphalt Patch (CR 18)	4451.00	SY	50.00	\$222,550.00
16	WATER SERVICES (1/LOT)	344.00	EA	1650.00	\$567,600.00

WATER MAIN SUBTOTAL:					\$3,115,630.00
-----------------------------	--	--	--	--	-----------------------

HOME SUPPLY WATER RIGHTS	11.00	EA	198000.00		\$2,178,000.00
---------------------------------	-------	----	-----------	--	----------------

DRY UTILITY SLEEVES SUBTOTAL:	1000.00	LF	30.00		\$30,000.00
--------------------------------------	---------	----	-------	--	-------------

WATER MAIN,SERVICES,DRY SLEEVE TOTAL					\$5,323,630.00
---	--	--	--	--	-----------------------

C & G, Sidewalk, Crosspans

ITEM #	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
I	VILLAGES BLVD.				
1	6" Vertical Curb with 2'-0" Pan	2761.00	LF	20.00	\$55,220.00
2	6" Vertical Curb with 1'-0" Pan	2282.60	LF	30.00	\$68,478.00
3	Concrete Cross Pans 8" Thick	6.00	EA	2000.00	\$12,000.00
4	Concrete Handicap Ramps	17.00	EA	2000.00	\$34,000.00
5	5' CONCRETE CONC. WALK	1699.60	LF	25.00	\$42,490.00
6	ASPHALT (6")	11775.00	SY	50.00	\$348,630.00
7	BASE COURSE (6")	11775.00	SY	15.00	\$176,625.00
8	STRIPING	6200.00	LF	4.00	\$24,800.00
9	SIGNAGE	14.00	EA	450.00	\$6,300.00
10	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
11	LANDSCAPE (INCL-IRRIGATION)	23794.00	SF	5.00	\$118,970.00
II	ASPEN DRIVE COMMERCIAL				
1	6" Vertical Curb with 2'-0" Pan	2798.20	LF	30.00	\$83,946.00
2	5' CONCRETE CONC. WALK	2798.20	LF	25.00	\$69,955.00
3	ASPHALT (6")	5105.80	SY	50.00	\$255,290.00
4	BASE COURSE (6")	5105.80	SY	15.00	\$76,587.00
5	SIGNAGE	6.00	EA	450.00	\$2,700.00
6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
7	LANDSCAPE (INCL-IRRIGATION)	13991.00	SF	5.00	\$69,955.00
8	60' WIDE x 400'	400.00	LF	10000.00	\$4,000,000.00
III	ASPEN DRIVE INDUSTRIAL				
1	6" Vertical Curb with 2'-0" Pan	4133.00	LF	30.00	\$123,990.00
2	5' CONCRETE CONC. WALK	3059.00	LF	25.00	\$76,475.00
3	ASPHALT (6")	10438.00	SY	50.00	\$521,900.00
4	BASE COURSE (6")	10438.00	SY	15.00	\$156,570.00
5	SIGNAGE	6.00	EA	450.00	\$2,700.00
6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
7	LANDSCAPE (INCL-IRRIGATION)	16282.00	SF	5.00	\$81,410.00
IV	FRISCO DRIVE				
1	6" Vertical Curb with 2'-0" Pan	1058.00	LF	30.00	\$31,740.00
2	ASPHALT (6")	1881.00	SY	50.00	\$94,050.00
3	BASE COURSE (6")	1881.00	SY	15.00	\$28,215.00
4	SIGNAGE	2.00	EA	450.00	\$900.00
5	STREET LIGHTS	2.00	EA	4500.00	\$9,000.00
V	ASPEN COURT				
1	6" Vertical Curb with 2'-0" Pan	744.00	LF	30.00	\$22,320.00
2	ASPHALT (6")	2451.00	SY	50.00	\$122,550.00
3	BASE COURSE (6")	2451.00	SY	15.00	\$36,765.00
4	SIGNAGE	1.00	EA	450.00	\$450.00
5	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
VI	SILVERTON AVE				
1	6" Vertical Curb with 2'-0" Pan	5242.80	LF	30.00	\$157,284.00
2	5' CONCRETE CONC. WALK	533.40	LF	25.00	\$13,335.00
3	ASPHALT (6")	10130.00	SY	50.00	\$506,500.00
4	BASE COURSE (6")	10130.00	SY	15.00	\$151,950.00
5	SIGNAGE	10.00	EA	450.00	\$4,500.00
6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
7	LANDSCAPE (INCL-IRRIGATION)	4000.00	SF	5.00	\$20,000.00
VII	VILLAGES BLVD				
1	6" Vertical Curb with 2'-0" Pan	3010.20	LF	30.00	\$90,306.00
2	5' CONCRETE CONC. WALK	3010.20	LF	25.00	\$75,255.00
3	ASPHALT (6")	13379.00	SY	50.00	\$668,950.00
4	BASE COURSE (6")	13379.00	SY	15.00	\$200,685.00
5	SIGNAGE	8.00	EA	450.00	\$3,600.00
6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
7	LANDSCAPE (INCL-IRRIGATION)	21071.00	SF	5.00	\$105,355.00
8	6" Vertical Curb with 1'-0" Pan	643.00	LF	16.00	\$10,288.00
9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
10	Concrete Handicap Ramps	4.00	EA	2000.00	\$8,000.00
VIII	VILLAGES PKWY CENTER				
1	6" Vertical Curb with 2'-0" Pan	929.40	LF	30.00	\$27,882.00

	2	5' CONCRETE CONC. WALK	464.70	LF	25.00	\$11,617.50
	3	ASPHALT (6")	2467.00	SY	50.00	\$123,350.00
	4	BASE COURSE (6")	2467.00	SY	15.00	\$37,005.00
	5	SIGNAGE	4.00	EA	450.00	\$1,800.00
	6	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
	7	LANDSCAPE (INCL-IRRIGATION)	6505.00	SF	5.00	\$32,525.00
	8	6" Vertical Curb with 1'-0" Pan	643.00	LF	16.00	\$10,288.00
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	3.00	EA	2000.00	\$6,000.00
IX		DURANGO DRIVE				
	1	4" MOUNTABLE Curb with 2'-0" Pan	2812.90	LF	30.00	\$84,387.00
	2	5' CONCRETE CONC. WALK	2812.00	LF	25.00	\$70,300.00
	3	ASPHALT (6")	6933.00	SY	50.00	\$346,650.00
	4	BASE COURSE (6")	6933.00	SY	15.00	\$103,995.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	3.00	EA	4500.00	\$13,500.00
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	6.00	EA	2000.00	\$12,000.00
X		CORTEZ DRIVE				
	1	4" MOUNTABLE Curb with 2'-0" Pan	3442.00	LF	30.00	\$103,260.00
	2	5' CONCRETE CONC. WALK	3442.00	LF	25.00	\$86,050.00
	3	ASPHALT (6")	6011.20	SY	50.00	\$300,560.00
	4	BASE COURSE (6")	6011.20	SY	15.00	\$90,168.00
	5	SIGNAGE	0.00	EA	450.00	\$0.00
	6	STREET LIGHTS	3.00	EA	4500.00	\$13,500.00
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	4.00	EA	2000.00	\$8,000.00
XI		DURANGO COURT				
	1	4" MOUNTABLE Curb with 2'-0" Pan	1322.00	LF	30.00	\$39,660.00
	2	5' CONCRETE CONC. WALK	1322.00	LF	25.00	\$33,050.00
	3	ASPHALT (6")	2942.20	SY	50.00	\$147,110.00
	4	BASE COURSE (6")	2942.20	SY	15.00	\$44,133.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	2.00	EA	4500.00	\$9,000.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XII		GRANBY COURT				
	1	4" MOUNTABLE Curb with 2'-0" Pan	740.40	LF	30.00	\$22,212.00
	2	5' CONCRETE CONC. WALK	740.40	LF	25.00	\$18,510.00
	3	ASPHALT (6")	1595.00	SY	50.00	\$79,750.00
	4	BASE COURSE (6")	1595.00	SY	15.00	\$23,925.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XIII		VILLAGES PKWY 3E				
	1	6" Vertical Curb with 2'-0" Pan	2111.40	LF	30.00	\$63,342.00
	2	5' CONCRETE CONC. WALK	2111.40	LF	25.00	\$52,785.00
	3	ASPHALT (6")	5807.30	SY	50.00	\$290,365.00
	4	BASE COURSE (6")	5807.30	SY	15.00	\$87,109.50
	5	SIGNAGE	4.00	EA	450.00	\$1,800.00
	6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
	7	LANDSCAPE (INCL-IRRIGATION)	14780.00	SF	5.00	\$73,900.00
	8	6" Vertical Curb with 1'-0" Pan	351.70	LF	16.00	\$5,627.20
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	8.00	EA	2000.00	\$16,000.00
XIV		ROAD 1				
	1	4" MOUNTABLE Curb with 2'-0" Pan	4580.30	LF	30.00	\$137,409.00
	2	5' CONCRETE CONC. WALK	4580.30	LF	25.00	\$114,507.50
	3	ASPHALT (6")	9138.00	SY	50.00	\$456,900.00
	4	BASE COURSE (6")	9138.00	SY	15.00	\$137,070.00
	5	SIGNAGE	3.00	EA	450.00	\$1,350.00
	6	STREET LIGHTS	3.00	EA	4500.00	\$13,500.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XV		ROAD 2				
	1	4" MOUNTABLE Curb with 2'-0" Pan	3158.60	LF	30.00	\$94,758.00

	2	5' CONCRETE CONC. WALK	3158.60	LF	25.00	\$78,965.00
	3	ASPHALT (6")	6387.20	SY	50.00	\$319,380.00
	4	BASE COURSE (6")	6387.20	SY	15.00	\$95,808.00
	5	SIGNAGE	3.00	EA	450.00	\$1,350.00
	6	STREET LIGHTS	3.00	EA	4500.00	\$13,500.00
	9	Concrete Cross Pans 8" Thick	3.00	EA	2500.00	\$7,500.00
	10	Concrete Handicap Ramps	6.00	EA	2000.00	\$12,000.00
XVI		ROAD 3				
	1	4" MOUNTABLE Curb with 2'-0" Pan	1040.60	LF	30.00	\$31,218.00
	2	5' CONCRETE CONC. WALK	1040.60	LF	25.00	\$26,015.00
	3	ASPHALT (6")	2291.60	SY	50.00	\$114,580.00
	4	BASE COURSE (6")	2291.60	SY	15.00	\$34,374.00
	5	SIGNAGE	4.00	EA	450.00	\$1,800.00
	6	STREET LIGHTS	0.00	EA	4500.00	\$0.00
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	4.00	EA	2000.00	\$8,000.00
XVII		ROAD 4				
	1	4" MOUNTABLE Curb with 2'-0" Pan	1039.80	LF	30.00	\$31,194.00
	2	5' CONCRETE CONC. WALK	1039.80	LF	25.00	\$25,995.00
	3	ASPHALT (6")	2195.00	SY	50.00	\$109,750.00
	4	BASE COURSE (6")	2195.00	SY	15.00	\$32,925.00
	5	SIGNAGE	1.00	EA	450.00	\$450.00
	6	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
	9	Concrete Cross Pans 8" Thick	0.00	EA	2500.00	\$0.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XVIII		ROAD 5				
	1	4" MOUNTABLE Curb with 2'-0" Pan	2488.20	LF	30.00	\$74,646.00
	2	5' CONCRETE CONC. WALK	2488.20	LF	25.00	\$62,205.00
	3	ASPHALT (6")	4856.70	SY	50.00	\$242,835.00
	4	BASE COURSE (6")	4856.70	SY	15.00	\$72,850.50
	5	SIGNAGE	6.00	EA	450.00	\$2,700.00
	6	STREET LIGHTS	2.00	EA	4500.00	\$9,000.00
	9	Concrete Cross Pans 8" Thick	2.00	EA	2500.00	\$5,000.00
	10	Concrete Handicap Ramps	4.00	EA	2000.00	\$8,000.00
XIX		ROAD 6				
	1	4" MOUNTABLE Curb with 2'-0" Pan	2204.00	LF	30.00	\$66,120.00
	2	5' CONCRETE CONC. WALK	2204.00	LF	25.00	\$55,100.00
	3	ASPHALT (6")	4543.00	SY	50.00	\$227,150.00
	4	BASE COURSE (6")	4543.00	SY	15.00	\$68,145.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XX		ROAD 7				
	1	4" MOUNTABLE Curb with 2'-0" Pan	2770.00	LF	30.00	\$83,100.00
	2	5' CONCRETE CONC. WALK	2770.00	LF	25.00	\$69,250.00
	3	ASPHALT (6")	5690.00	SY	50.00	\$284,500.00
	4	BASE COURSE (6")	5690.00	SY	15.00	\$85,350.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	2.00	EA	4500.00	\$9,000.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XXI		ROAD 8				
	1	4" MOUNTABLE Curb with 2'-0" Pan	1111.40	LF	30.00	\$33,342.00
	2	5' CONCRETE CONC. WALK	1111.40	LF	25.00	\$27,785.00
	3	ASPHALT (6")	2533.00	SY	50.00	\$126,650.00
	4	BASE COURSE (6")	2533.00	SY	15.00	\$37,995.00
	5	SIGNAGE	2.00	EA	450.00	\$900.00
	6	STREET LIGHTS	1.00	EA	4500.00	\$4,500.00
	9	Concrete Cross Pans 8" Thick	1.00	EA	2500.00	\$2,500.00
	10	Concrete Handicap Ramps	2.00	EA	2000.00	\$4,000.00
XXII		COUNTY ROAD 3E				
	1	ASPHALT (6") 24' WIDE	7026.00	SY	50.00	\$351,300.00
	2	BASE COURSE (6") INCL. 4' SHLDR	9368.00	SY	15.00	\$140,520.00
XXIII		1/2 FUTURE COLLECTOR (EAST VILLAGE)				
	1	6" Vertical Curb with 2'-0" Pan	1316.14	LF	30.00	\$39,484.20
	2	5' CONCRETE CONC. WALK	1316.14	LF	25.00	\$32,903.50
	3	ASPHALT (6")	2925.00	SY	50.00	\$146,250.00
	4	BASE COURSE (6")	2925.00	SY	15.00	\$43,875.00
	5	SIGNAGE	10.00	EA	450.00	\$4,500.00
	6	STREET LIGHTS	4.00	EA	4500.00	\$18,000.00
	7	LANDSCAPE (INCL-IRRIGATION)	9213.00	SY	5.00	\$46,065.00

XXIV	MISCELLANEOUS			
1	Dirt Balance/Curb Prep	125576.00	SY	2.00
2	Adjust Water Valves and Cleanouts	98.00	EA	450.00
3	Adjust manholes to final grade	122.00	EA	500.00
4	RECREATION CENTER	1.00	EA	5000000.00
5	DRY UTILITY SERVICE	1.00	EA	500000.00

PAVING C&G, SIDEWALK AND CROSSPAN TOTAL \$21,705,656.90

GARD RESERVOIR

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Sedimentation WQ Pond	2.00	EA	25000.00
2	4' Drop Structure	400.00	LF	500.00
3	Pond Liner	41624.00	SY	24.00
4	Fine Grading	41624.00	CY	3.50
5	20' Boardwalk	3824.00	LF	250.00
6	3 Shares Gard Surface Rights	3.00	EA	200000.00
7	Replace Wetlands	6.80	AC	800000.00
8	Wetland Land Purchase	6.80	AC	50000.00
9	overflow Structure	1.00	EA	100000.00
10	Downstream Stabilization	5.00	AC	10000.00
11	Boardwalk Planter Landscape	30.00	EA	5000.00
12	Boardwalk Lighting	60.00	EA	2000.00

GARD RESERVOIR SUBTOTAL: \$9,150,660.00

RETAINING WALLS & FENCES

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
STORM SEWER				
1	6' Concrete Retaining Wall	5000.00	SF	200.00
2	Caps & Stone	30000.00	LF	20.00
3	PARK LANDSCAPE w/ Irrigation	335412.00	SF	4.00
4	Fine Grading	3333.00	CY	3.50
5	Wrought Iron Fencing	3223.00	LF	50.00

RETAINING WALLS & FENCES SUBTOTAL: \$3,114,463.50

TOTAL= \$50,283,594.32

EXHIBIT F

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Financial Plan



March 13, 2018

Proposed Villages at Johnstown Metropolitan Districts Nos. 1-8
Attention: Robert Rogers and Casey Lekahal
White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Ste. 2000
Centennial, CO 80122

RE: Proposed Villages at Johnstown Metropolitan Districts Nos. 1-8

We have analyzed the bonding capacity for the proposed Villages at Johnstown Metropolitan Districts Nos. 1-8 ("the Districts"). The analysis presented summarizes and presents information provided by Caliber Wealth Development Company ("the Developer") and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2018 market values.

1. The development is planned for single family, multi-family, and commercial uses as outlined below. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 223 single family residential homes, which are projected to be completed at an average pace of 56 per year from 2019 through 2022. The average price is modeled at \$382,500.
 - b. 104 single family residential homes, which are projected to be completed at a pace of 21 per year from 2019 through 2023. The average price is modeled at \$408,000.
 - c. 237 multifamily units, which are projected to be completed at a pace of 59 per year from 2019 through 2022. The average price is modeled at \$265,200.
 - d. 207,546 total square feet of industrial space, which is projected to be completed at a pace of 34,591 square feet per year from 2018 through 2023. The value per square foot is assumed to be \$102 per square foot.
 - e. 975,202 total square feet of retail/office space, which is projected to be completed at a pace of 97,520 square feet per year from 2019 through 2023. The value per square foot is assumed to be \$204 per square foot.
2. The debt service mill levy target is 40 mills (with a cap of 40 mills) beginning in tax collection year 2019.
3. The District is modeled to issue senior bonds in December 2023 with a par of \$59,400,000. An interest rate of 4.0% was modeled based upon an initial 30-year term. At issuance, it is projected

that the District will fund \$1,782,000 in costs of issuance for the 2023A Bonds with bond proceeds. The remaining \$57,618,000 is projected to be deposited to the District's project fund to reimburse the Developer for eligible expenses.

4. The District is modeled to issue subordinate bonds in December 2023 with a par of \$11,708,000. An interest rate of 7.0% was modeled based upon an initial 30-year term. At issuance, it is projected that the District will fund approximately \$351,240 in costs of issuance for the 2023B Bonds with bond proceeds. The remaining \$11,356,760 is projected to be deposited to the District's project fund to reimburse the Developer for eligible public improvement expenses.
5. The Senior Bond Surplus Fund is sized to a maximum of \$5,940,000, which constitutes 10% of the 2023A Bonds par amount.
6. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
7. It is projected that 98% of property taxes levied will be collected and available to the District.
8. It is projected that there will be a 2% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 2%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$71,108,000 across the projected senior and subordinate issuances.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Villages at Johnstown Metropolitan Districts, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results

presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in black ink, appearing to read 'Zach Bishop', with a stylized, flowing script.

Zachary Bishop

Managing Director, Public Finance



VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8

Development Projection at 40.000 (target) Res'l District Mills + 50.000 (target) Comm'l District Mills

Series 2023A, General Obligation Bonds, Non-Rated, 120x, 2053 Final Maturity; plus Series 2023B Cash-Flow Subs.

YEAR	<<<<<<< Residential >>>>>>>										<<<<<<< Commercial >>>>>>>										Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	As'd Value @ 7.20% of Market* (2-yr lag)	Cumulative Market Value	As'd Value @ 29.00% of Market (2-yr lag)	Sub-Total Residential Assessed Value	Res'l AV Ratio	District D/S Mill Levy* [40.000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	As'd Value @ 29.00% of Market (2-yr lag)	Sub-Total Commercial Assessed Value	District D/S Mill Levy [50.000 Target]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%		
2017	0		0		0							0		0						0	
2018	0				1,379,940					\$0	\$0	8,302		846,804				\$0	\$0	0	
2019	114		37,878,086	0	3,509,918	0	0	0.0%	40.000	0	0	155,018		30,943,599	0	0	50.000	0	0	0	
2020	146	753,562	89,889,524	0	5,810,420	400,183	400,183	0.0%	40.000	15,687	941	165,395	618,872	63,362,418	245,573	245,573	50.000	12,033	722	29,383	
2021	146		142,376,759	2,712,822	7,471,071	1,017,876	3,730,699	72.7%	40.000	146,243	8,775	236,550		110,079,216	8,973,644	8,973,644	50.000	439,709	26,383	621,109	
2022	127	2,847,535	190,767,627	6,472,053	6,070,742	1,685,022	8,157,075	79.3%	40.000	319,757	19,185	297,328	2,201,584	173,352,698	18,375,101	18,375,101	50.000	900,380	54,023	1,293,346	
2023	31		204,732,041	10,251,127	0	2,166,511	12,417,737	82.6%	40.000	486,775	29,207	320,155		238,215,388	31,922,973	31,922,973	50.000	1,564,226	93,854	2,174,061	
2024	0	4,094,641	208,826,682	13,735,269	0	1,760,515	15,495,784	88.6%	40.000	607,435	36,446	0	4,764,328	242,980,716	50,272,283	50,272,283	50.000	2,463,342	147,801	3,255,023	
2025	0		208,826,682	14,740,707	0	0	14,740,707	100.0%	40.000	577,836	34,670	0		242,980,716	69,082,753	69,082,753	50.000	3,385,055	203,103	4,200,664	
2026	0	4,176,534	213,003,216	15,035,521	0	0	15,035,521	100.0%	40.000	589,392	35,364	0	4,859,614	247,840,330	70,464,408	70,464,408	50.000	3,452,756	207,165	4,284,677	
2027	0		213,003,216	15,035,521	0	0	15,035,521	100.0%	40.000	589,392	35,364	0		247,840,330	70,464,408	70,464,408	50.000	3,452,756	207,165	4,284,677	
2028	0	4,260,064	217,263,280	15,336,232	0	0	15,336,232	100.0%	40.000	601,180	36,071	0	4,956,807	252,797,137	71,873,696	71,873,696	50.000	3,521,811	211,309	4,370,371	
2029	0		217,263,280	15,336,232	0	0	15,336,232	100.0%	40.000	601,180	36,071	0		252,797,137	71,873,696	71,873,696	50.000	3,521,811	211,309	4,370,371	
2030	0	4,345,266	221,608,546	15,642,956	0	0	15,642,956	100.0%	40.000	613,204	36,792	0	5,055,943	257,853,079	73,311,170	73,311,170	50.000	3,592,247	215,535	4,457,777	
2031	0		221,608,546	15,642,956	0	0	15,642,956	100.0%	40.000	613,204	36,792	0		257,853,079	73,311,170	73,311,170	50.000	3,592,247	215,535	4,457,777	
2032	0	4,432,171	226,040,717	15,955,815	0	0	15,955,815	100.0%	40.000	625,468	37,528	0	5,157,082	263,010,141	74,777,393	74,777,393	50.000	3,664,092	219,846	4,546,933	
2033	0		226,040,717	15,955,815	0	0	15,955,815	100.0%	40.000	625,468	37,528	0		263,010,141	74,777,393	74,777,393	50.000	3,664,092	219,846	4,546,933	
2034	0	4,520,814	230,561,531	16,274,932	0	0	16,274,932	100.0%	40.000	637,977	38,279	0	5,260,203	268,270,344	76,272,941	76,272,941	50.000	3,737,374	224,242	4,637,873	
2035	0		230,561,531	16,274,932	0	0	16,274,932	100.0%	40.000	637,977	38,279	0		268,270,344	76,272,941	76,272,941	50.000	3,737,374	224,242	4,637,873	
2036	0	4,611,231	235,172,762	16,600,430	0	0	16,600,430	100.0%	40.000	650,737	39,044	0	5,365,407	273,635,751	77,798,400	77,798,400	50.000	3,812,122	228,727	4,730,630	
2037	0		235,172,762	16,600,430	0	0	16,600,430	100.0%	40.000	650,737	39,044	0		273,635,751	77,798,400	77,798,400	50.000	3,812,122	228,727	4,730,630	
2038	0	4,703,455	239,876,217	16,932,439	0	0	16,932,439	100.0%	40.000	663,752	39,825	0	5,477,715	279,108,466	79,354,368	79,354,368	50.000	3,888,364	233,302	4,825,243	
2039	0		239,876,217	16,932,439	0	0	16,932,439	100.0%	40.000	663,752	39,825	0		279,108,466	79,354,368	79,354,368	50.000	3,888,364	233,302	4,825,243	
2040	0	4,797,524	244,673,741	17,271,088	0	0	17,271,088	100.0%	40.000	677,027	40,822	0	5,582,169	284,690,635	80,941,455	80,941,455	50.000	3,966,131	237,968	4,921,747	
2041	0		244,673,741	17,271,088	0	0	17,271,088	100.0%	40.000	677,027	40,822	0		284,690,635	80,941,455	80,941,455	50.000	3,966,131	237,968	4,921,747	
2042	0	4,893,475	249,567,216	17,616,509	0	0	17,616,509	100.0%	40.000	690,587	41,434	0	5,693,813	290,384,448	82,580,284	82,580,284	50.000	4,045,454	242,727	5,020,182	
2043	0		249,567,216	17,616,509	0	0	17,616,509	100.0%	40.000	690,587	41,434	0		290,384,448	82,580,284	82,580,284	50.000	4,045,454	242,727	5,020,182	
2044	0	4,991,344	254,558,560	17,968,840	0	0	17,968,840	100.0%	40.000	704,379	42,263	0	5,807,689	296,192,137	84,211,490	84,211,490	50.000	4,126,363	247,582	5,120,586	
2045	0		254,558,560	17,968,840	0	0	17,968,840	100.0%	40.000	704,379	42,263	0		296,192,137	84,211,490	84,211,490	50.000	4,126,363	247,582	5,120,586	
2046	0	5,091,171	259,649,732	18,328,216	0	0	18,328,216	100.0%	40.000	716,466	43,108	0	5,923,843	302,115,979	85,895,723	85,895,720	50.000	4,208,890	252,533	5,222,998	
2047	0		259,649,732	18,328,216	0	0	18,328,216	100.0%	40.000	716,466	43,108	0		302,115,979	85,895,723	85,895,720	50.000	4,208,890	252,533	5,222,998	
2048	0	5,192,995	264,842,726	18,694,781	0	0	18,694,781	100.0%	40.000	732,835	43,970	0	6,042,320	308,158,299	87,613,634	87,613,634	50.000	4,293,068	257,584	5,327,458	
2049	0		264,842,726	18,694,781	0	0	18,694,781	100.0%	40.000	732,835	43,970	0		308,158,299	87,613,634	87,613,634	50.000	4,293,068	257,584	5,327,458	
2050	0	5,296,855	270,139,581	19,068,676	0	0	19,068,676	100.0%	40.000	747,492	44,850	0	6,163,166	314,321,465	89,365,907	89,365,907	50.000	4,378,929	262,736	5,434,007	
2051	0		270,139,581	19,068,676	0	0	19,068,676	100.0%	40.000	747,492	44,850	0		314,321,465	89,365,907	89,365,907	50.000	4,378,929	262,736	5,434,007	
2052	0	5,402,792	275,542,372	19,450,050	0	0	19,450,050	100.0%	40.000	762,442	45,747	0	6,286,429	320,607,894	91,153,225	91,153,225	50.000	4,466,508	267,990	5,542,687	
2053	0		275,542,372	19,450,050	0	0	19,450,050	100.0%	40.000	762,442	45,747	0		320,607,894	91,153,225	91,153,225	50.000	4,466,508	267,990	5,542,687	
564	74,411,428									20,983,570	1,259,014	1,182,748	85,211,963					119,072,965	7,144,378	148,459,927	

1) Max Target/Cap, Modified per Res'l AV Ratio (est.)

[*] Max Target/Cap; Modified per Res'l AV Ratio (est.)



VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8

Development Projection at 40.000 (target) Res'l District Mills + 50.000 (target) Comm'l District Mills

Series 2023A, General Obligation Bonds, Non-Rated, 120x, 2053 Final Maturity; plus Series 2023B Cash-Flow Subs.

YEAR	Net Available for Debt Svc	Ser. 2023A \$59,400,000 Par [Net \$57.618 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$5,940,000	Cumulative Surplus \$5,940,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 40.00 Res'l Target @ 50.00 Comm'l Target & 0.000 U.R.A. Mills	Cov. of Net DS: @ 40.00 Res'l Cap @ 50.00 Comm'l Cap & 0.000 U.R.A. Mills
2017	0		n/a			n/a	n/a	0.0%	0.0%
2018	0		n/a			n/a	n/a	0.0%	0.0%
2019	0		n/a			0%	n/a	0.0%	0.0%
2020	29,383		n/a			0%	0%	0.0%	0.0%
2021	621,109		n/a			0%	0%	0.0%	0.0%
2022	1,293,346		n/a			0%	0%	0.0%	0.0%
2023	2,174,061	\$0	\$2,174,061		\$2,174,061	118%	0%	0.0%	0.0%
2024	3,255,023	2,376,000	879,023	\$0	3,053,084	86%	13%	137.0%	137.0%
2025	4,200,664	3,496,000	704,664	0	3,757,748	83%	13%	120.2%	120.2%
2026	4,284,677	3,496,200	788,477	0	4,546,226	81%	13%	122.6%	122.6%
2027	4,284,677	3,499,600	785,077	0	5,331,303	78%	12%	122.4%	122.4%
2028	4,370,371	3,496,000	874,371	265,674	5,940,000	76%	12%	125.0%	125.0%
2029	4,370,371	3,495,600	874,771	874,771	5,940,000	73%	12%	125.0%	125.0%
2030	4,457,778	3,498,200	959,578	959,578	5,940,000	71%	11%	127.4%	127.4%
2031	4,457,778	3,498,600	959,178	959,178	5,940,000	68%	11%	127.4%	127.4%
2032	4,546,934	3,496,800	1,050,134	1,050,134	5,940,000	66%	10%	130.0%	130.0%
2033	4,546,934	3,497,800	1,049,134	1,049,134	5,940,000	62%	10%	130.0%	130.0%
2034	4,637,873	3,496,400	1,141,473	1,141,473	5,940,000	60%	10%	132.6%	132.6%
2035	4,637,873	3,497,600	1,140,273	1,140,273	5,940,000	57%	9%	132.6%	132.6%
2036	4,730,630	3,496,200	1,234,430	1,234,430	5,940,000	55%	9%	135.3%	135.3%
2037	4,730,630	3,497,200	1,233,430	1,233,430	5,940,000	51%	8%	135.3%	135.3%
2038	4,825,243	3,500,400	1,324,843	1,324,843	5,940,000	49%	8%	137.8%	137.8%
2039	4,825,243	3,495,600	1,329,643	1,329,643	5,940,000	46%	7%	138.0%	138.0%
2040	4,921,747	3,498,000	1,423,747	1,423,747	5,940,000	43%	7%	140.7%	140.7%
2041	4,921,747	3,497,200	1,424,547	1,424,547	5,940,000	40%	7%	140.7%	140.7%
2042	5,020,182	3,498,200	1,521,982	1,521,982	5,940,000	37%	6%	143.5%	143.5%
2043	5,020,182	3,495,800	1,524,382	1,524,382	5,940,000	34%	6%	143.6%	143.6%
2044	5,120,586	3,500,000	1,620,586	1,620,586	5,940,000	31%	5%	146.3%	146.3%
2045	5,120,586	3,495,400	1,625,186	1,625,186	5,940,000	27%	5%	146.5%	146.5%
2046	5,222,998	3,497,200	1,725,798	1,725,798	5,940,000	24%	4%	149.3%	149.3%
2047	5,222,998	3,500,000	1,722,998	1,722,998	5,940,000	21%	4%	149.2%	149.2%
2048	5,327,458	3,498,600	1,828,858	1,828,858	5,940,000	18%	3%	152.3%	152.3%
2049	5,327,458	3,498,000	1,829,458	1,829,458	5,940,000	14%	3%	152.3%	152.3%
2050	5,434,007	3,498,000	1,936,007	1,936,007	5,940,000	11%	2%	155.3%	155.3%
2051	5,434,007	3,498,400	1,935,607	1,935,607	5,940,000	7%	2%	155.3%	155.3%
2052	5,542,687	3,499,000	2,043,687	2,043,687	5,940,000	4%	1%	158.4%	158.4%
2053	5,542,687	3,499,600	2,043,087	2,043,087	0	0%	1%	158.4%	158.4%
	148,459,927	103,807,600	42,708,489	42,708,489					

[CMar0618 23c.bxC]

Development Projection at 40,000 (target) Res'l District Mills + 50,000 (target) Comm'l District Mills

Series 2023A, General Obligation Bonds, Non-Rated, 120x, 2053 Final Maturity; plus Series 2023B Cash-Flow Subs.

	2023B Cash-Flow Sub. Bonds >> >																
	Surplus Available for Sub Debt Service		Total Available for Sub Debt Service		Date Bonds Issued	Sub Bond Interest on Balance 7.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
YEAR	Debt Service	Application of Prior Yr. Surplus	Debt Service														
2017																	
2018																	
2019																	
2020																	
2021																	
2022																	
2023	\$0		\$0	12/1/23	\$31,872	\$0	\$31,872	\$0	\$31,872	\$11,708,000	\$0	\$11,708,000	\$0	\$0	\$0	\$0	\$0
2024	0	\$0	0		819,560	0	821,791	0	853,663	0	11,708,000	0	11,708,000	0	0	\$0	0
2025	0	0	0		819,560	0	879,316	0	1,732,979	0	11,708,000	0	11,708,000	0	0	0	0
2026	0	0	0		819,560	0	940,869	0	2,673,848	0	11,708,000	0	11,708,000	0	0	0	0
2027	0	0	0		819,560	0	1,006,729	0	3,680,577	0	11,708,000	0	11,708,000	0	0	0	0
2028	265,674	0	265,674		819,560	265,674	811,527	0	4,492,104	0	11,708,000	265,674	11,708,000	265,674	0	0	0
2029	874,771	0	874,771		819,560	819,560	314,447	55,211	4,751,340	0	11,708,000	874,771	11,708,000	874,771	0	0	0
2030	959,578	0	959,578		819,560	819,560	332,594	140,019	4,943,916	0	11,708,000	959,578	11,708,000	959,578	0	0	0
2031	959,178	0	959,178		819,560	819,560	346,074	139,618	5,150,372	0	11,708,000	959,178	11,708,000	959,178	0	0	0
2032	1,050,134	0	1,050,134		819,560	819,560	360,526	230,574	5,280,324	0	11,708,000	1,050,134	11,708,000	1,050,134	0	0	0
2033	1,049,134	0	1,049,134		819,560	819,560	369,623	229,574	5,420,373	0	11,708,000	1,049,134	11,708,000	1,049,134	0	0	0
2034	1,141,473	0	1,141,473		819,560	819,560	379,426	321,913	5,477,886	0	11,708,000	1,141,473	11,708,000	1,141,473	0	0	0
2035	1,140,273	0	1,140,273		819,560	819,560	383,452	320,713	5,540,626	0	11,708,000	1,140,273	11,708,000	1,140,273	0	0	0
2036	1,234,430	0	1,234,430		819,560	819,560	387,844	414,870	5,513,600	0	11,708,000	1,234,430	11,708,000	1,234,430	0	0	0
2037	1,233,430	0	1,233,430		819,560	819,560	385,952	413,870	5,485,682	0	11,708,000	1,233,430	11,708,000	1,233,430	0	0	0
2038	1,324,843	0	1,324,843		819,560	819,560	383,998	505,283	5,364,397	0	11,708,000	1,324,843	11,708,000	1,324,843	0	0	0
2039	1,329,643	0	1,329,643		819,560	819,560	375,508	510,083	5,229,822	0	11,708,000	1,329,643	11,708,000	1,329,643	0	0	0
2040	1,423,747	0	1,423,747		819,560	819,560	368,088	804,187	4,991,722	0	11,708,000	1,423,747	11,708,000	1,423,747	0	0	0
2041	1,424,547	0	1,424,547		819,560	819,560	369,421	804,987	4,736,155	0	11,708,000	1,424,547	11,708,000	1,424,547	0	0	0
2042	1,521,982	0	1,521,982		819,560	819,560	331,531	702,422	4,365,254	0	11,708,000	1,521,982	11,708,000	1,521,982	0	0	0
2043	1,524,382	0	1,524,382		819,560	819,560	305,568	704,822	3,966,010	0	11,708,000	1,524,382	11,708,000	1,524,382	0	0	0
2044	1,620,586	0	1,620,586		819,560	819,560	277,621	801,026	3,442,605	0	11,708,000	1,620,586	11,708,000	1,620,586	0	0	0
2045	1,625,186	0	1,625,186		819,560	819,560	240,982	805,626	2,877,961	0	11,708,000	1,625,186	11,708,000	1,625,186	0	0	0
2046	1,725,798	0	1,725,798		819,560	819,560	201,457	906,238	2,173,180	0	11,708,000	1,725,798	11,708,000	1,725,798	0	0	0
2047	1,722,998	0	1,722,998		819,560	819,560	152,123	903,438	1,421,865	0	11,708,000	1,722,998	11,708,000	1,722,998	0	0	0
2048	1,828,858	0	1,828,858		819,560	819,560	99,531	1,009,298	512,098	0	11,708,000	1,828,858	11,708,000	1,828,858	0	0	0
2049	1,829,458	0	1,829,458		819,560	819,560	35,847	547,945	0	451,000	11,247,000	1,828,505	953	0	953	953	
2050	1,935,607	953	1,936,959		787,290	787,290	0	0	0	1,149,000	10,098,000	1,536,290	(283)	0	669	669	
2051	1,935,607	669	1,936,276		706,860	706,860	0	0	0	1,226,000	8,869,000	1,535,860	(253)	0	416	416	
2052	2,043,687	416	2,044,103		620,830	620,830	0	0	0	1,423,000	7,446,000	2,043,830	(143)	0	273	273	
2053	7,983,087	0	7,983,087		521,220	521,220	0	0	0	0	0	7,446,000	0	7,567,220	15,867	16,140	0
	42,708,489	2,038	42,710,527		23,976,632	20,112,634	10,871,715	10,871,715			11,708,000	11,708,000		42,692,348	16,140	16,140	

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8

Development Projection -- Buildout Plan (updated 1/16/18)



YEAR	Residential Development															Residential Summary	
	<u>SFD's</u>					<u>SFD's</u>					<u>Multifamily - Condo</u>						
	Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price		Incr/(Decr) in		# Units	Price		Total	Total
	Finished Lot					Finished Lot					Finished Lot						
	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	Residential	Res'l Units
Devel'd	10%	223 target	2%	Value	Devel'd	10%	104 target	2%	Value	Devel'd	10%	237 target	2%	Value	Market Value		
2017	0	0		\$375,000	0	0	0		\$400,000	0	0	0		\$260,000	0	\$0	0
2018	45	1,687,500		382,500	0	10	400,000		408,000	0	59	1,534,000		265,200	0	0	0
2019	66	787,500	45	390,150	17,556,750	21	440,000	10	416,160	4,161,600	59	0	59	270,504	15,959,736	37,678,086	114
2020	66	0	66	397,953	26,264,898	21	0	21	424,483	8,914,147	59	0	59	275,914	16,278,931	51,457,976	146
2021	46	(750,000)	66	405,912	26,790,196	21	0	21	432,973	9,092,430	60	26,000	59	281,432	16,604,509	52,487,135	146
2022	0	(1,725,000)	46	414,030	19,045,394	31	400,000	21	441,632	9,274,279	0	(1,560,000)	60	287,061	17,223,661	45,543,333	127
2023	0	0	0	422,311	0	0	(1,240,000)	31	450,465	13,964,414	0	0	0	292,802	0	13,964,414	31
2024	0	0	0	430,757	0	0	0	0	459,474	0	0	0	0	298,658	0	0	0
2025	0	0	0	439,372	0	0	0	0	468,664	0	0	0	0	304,631	0	0	0
2026	0	0	0	448,160	0	0	0	0	478,037	0	0	0	0	310,724	0	0	0
2027	0	0	0	457,123	0	0	0	0	487,598	0	0	0	0	316,939	0	0	0
2028	0	0	0	466,265	0	0	0	0	497,350	0	0	0	0	323,277	0	0	0
2029	0	0	0	475,591	0	0	0	0	507,297	0	0	0	0	329,743	0	0	0
2030	0	0	0	485,102	0	0	0	0	517,443	0	0	0	0	336,338	0	0	0
2031	0	0	0	494,805	0	0	0	0	527,792	0	0	0	0	343,064	0	0	0
2032	0	0	0	504,701	0	0	0	0	538,347	0	0	0	0	349,926	0	0	0
2033	0	0	0	514,795	0	0	0	0	549,114	0	0	0	0	356,924	0	0	0
2034	0	0	0	525,091	0	0	0	0	560,097	0	0	0	0	364,063	0	0	0
2035	0	0	0	535,592	0	0	0	0	571,298	0	0	0	0	371,344	0	0	0
2036	0	0	0	546,304	0	0	0	0	582,724	0	0	0	0	378,771	0	0	0
2037		0	0	557,230	0		0	0	594,379	0		0	0	386,346	0	0	0
	223	(0)	223		89,657,238	104	0	104		45,406,870	237	0	237		66,066,837	201,130,944	564

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8

Development Projection -- Buildout Plan (updated 1/16/18)



YEAR	Commercial Development										Commercial Summary								
	Industrial - Area 3					Retail / Office - Area 4					Retail / Office - Area 5								
	Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in								
	Finished Lot	Square Ft	per Sq Ft.			Finished Lot	Square Ft	per Sq Ft.			Finished Lot	Square Ft	per Sq Ft.			Total Commercial	Total Commercial	Value of Platted & Developed Lots	
	SF	Value @	Completed	inflated @	Market	SF	Value @	Completed	inflated @	Market	SF	Value @	Completed	inflated @	Market	Market Value	Sq Ft	Adjustment ¹	Adjusted Value
	Devel'd	10%	207,546	2%	Value	Devel'd	10%	607,782	2%	Value	Devel'd	10%	367,420	2%	Value				
2017	8,302	83,020		\$100.00	\$0	0	0		\$200.00	\$0	0	0		\$200.00	\$0	0	0	(83,020)	0
2018	20,755	124,530	8,302	102.00	846,804	60,779	1,215,580		204.00	0	73,484	1,469,680		204.00	0	846,804	8,302	(5,051,350)	1,379,940
2019	31,132	103,770	20,755	104.04	2,159,350	60,779	0	60,779	208.08	12,646,894	73,484	0	73,484	208.08	15,290,551	30,096,795	155,018	798,708	2,129,978
2020	41,509	103,770	31,132	106.12	3,303,753	121,557	1,215,560	60,779	212.24	12,899,832	73,484	0	73,484	212.24	15,596,362	31,799,947	165,395	981,172	2,300,502
2021	41,509	0	41,509	108.24	4,493,068	182,335	1,215,560	121,557	216.49	26,315,441	73,484	0	73,484	216.49	15,908,289	46,716,798	236,550	1,169,091	1,660,651
2022	64,339	228,300	41,509	110.41	4,582,929	182,332	(60)	182,335	220.82	40,262,515	73,484	0	73,484	220.82	16,226,455	61,071,898	297,328	1,256,431	(1,400,329)
2023	0	(643,390)	64,339	112.62	7,245,616	0	(3,646,640)	182,332	225.23	41,067,089	0	(1,469,680)	73,484	225.23	16,550,984	64,863,689	320,155	928,968	(6,070,742)
2024	0	0	0	114.87	0	0	0	0	229.74	0	0	0	0	229.74	0	0	0	0	0
2025	0	0	0	117.17	0	0	0	0	234.33	0	0	0	0	234.33	0	0	0	0	0
2026	0	0	0	119.51	0	0	0	0	239.02	0	0	0	0	239.02	0	0	0	0	0
2027	0	0	0	121.90	0	0	0	0	243.80	0	0	0	0	243.80	0	0	0	0	0
2028	0	0	0	124.34	0	0	0	0	248.67	0	0	0	0	248.67	0	0	0	0	0
2029	0	0	0	126.82	0	0	0	0	253.65	0	0	0	0	253.65	0	0	0	0	0
2030	0	0	0	129.36	0	0	0	0	258.72	0	0	0	0	258.72	0	0	0	0	0
2031	0	0	0	131.95	0	0	0	0	263.90	0	0	0	0	263.90	0	0	0	0	0
2032	0	0	0	134.59	0	0	0	0	269.17	0	0	0	0	269.17	0	0	0	0	0
2033	0	0	0	137.28	0	0	0	0	274.56	0	0	0	0	274.56	0	0	0	0	0
2034	0	0	0	140.02	0	0	0	0	280.05	0	0	0	0	280.05	0	0	0	0	0
2035	0	0	0	142.82	0	0	0	0	285.65	0	0	0	0	285.65	0	0	0	0	0
2036	0	0	0	145.68	0	0	0	0	291.36	0	0	0	0	291.36	0	0	0	0	0
2037	0	0	0	148.59	0	0	0	0	297.19	0	0	0	0	297.19	0	0	0	0	0
	207,546	0	207,546		22,631,520	607,782	0	607,782		133,191,772	367,420	0	367,420		79,572,640	235,395,932	1,182,748	0	0

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



SOURCES AND USES OF FUNDS

**VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
Combined Results**

~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2023A  
SUBORDINATE BONDS, SERIES 2023B**

~~~  
[Preliminary -- for discussion only]

Dated Date 12/01/2023
Delivery Date 12/01/2023

| Sources: | SERIES 2023A | SERIES 2023B | Total |
|-------------------------|---------------------|---------------------|---------------|
| Bond Proceeds: | | | |
| Par Amount | 59,400,000.00 | 11,708,000.00 | 71,108,000.00 |
| | 59,400,000.00 | 11,708,000.00 | 71,108,000.00 |
| <hr/> | | | |
| Uses: | SERIES 2023A | SERIES 2023B | Total |
| Project Fund Deposits: | | | |
| Project Fund | 57,618,000.00 | 11,356,760.00 | 68,974,760.00 |
| Delivery Date Expenses: | | | |
| Cost of Issuance | 1,782,000.00 | 351,240.00 | 2,133,240.00 |
| | 59,400,000.00 | 11,708,000.00 | 71,108,000.00 |
| <hr/> | | | |



SOURCES AND USES OF FUNDS

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Residential Mills + 50.000 (target) Commercial Mills
Assumes Investment Grade, 120x, 2053 Final Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discussion only]

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:

| | |
|----------------|---------------|
| Bond Proceeds: | |
| Par Amount | 59,400,000.00 |
| | 59,400,000.00 |

Uses:

| | |
|-------------------------|---------------|
| Project Fund Deposits: | |
| Project Fund | 57,618,000.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 1,782,000.00 |
| | 59,400,000.00 |

[*] Assumes 2.00% Bi-Reassessment through Issuance date.



BOND SUMMARY STATISTICS

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
GENERAL OBLIGATION BONDS, SERIES 2023A
40.000 (target) Residential Mills + 50.000 (target) Commercial Mills
Assumes Investment Grade, 120x, 2053 Final Maturity
(Full Growth / No Future Reassessment Projections*)
[Preliminary -- for discussion only]

| | |
|-----------------------------------|------------------|
| Dated Date | 12/01/2023 |
| Delivery Date | 12/01/2023 |
| First Coupon | 06/01/2024 |
| Last Maturity | 12/01/2053 |
| Arbitrage Yield | 4.000000% |
| True Interest Cost (TIC) | 4.000000% |
| Net Interest Cost (NIC) | 4.000000% |
| All-In TIC | 4.246959% |
| Average Coupon | 4.000000% |
| Average Life (years) | 18.690 |
| Weighted Average Maturity (years) | 18.690 |
| Duration of Issue (years) | 12.672 |
| Par Amount | 59,400,000.00 |
| Bond Proceeds | 59,400,000.00 |
| Total Interest | 44,407,600.00 |
| Net Interest | 44,407,600.00 |
| Bond Years from Dated Date | 1,110,190,000.00 |
| Bond Years from Delivery Date | 1,110,190,000.00 |
| Total Debt Service | 103,807,600.00 |
| Maximum Annual Debt Service | 3,500,400.00 |
| Average Annual Debt Service | 3,460,253.33 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | |
| Total Underwriter's Discount | |
| Bid Price | 100.000000 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|-----------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| 30-yr Term Bond | 59,400,000.00 | 100.000 | 4.000% | 18.690 | 08/09/2042 | 103,356.00 |
| | 59,400,000.00 | | | 18.690 | | 103,356.00 |

| | TIC | All-In TIC | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value | 59,400,000.00 | 59,400,000.00 | 59,400,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | | | |
| - Cost of Issuance Expense | | -1,782,000.00 | |
| - Other Amounts | | | |
| Target Value | 59,400,000.00 | 57,618,000.00 | 59,400,000.00 |
| Target Date | 12/01/2023 | 12/01/2023 | 12/01/2023 |
| Yield | 4.000000% | 4.246959% | 4.000000% |



DETAILED BOND DEBT SERVICE

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
 GENERAL OBLIGATION BONDS, SERIES 2023A
 40.000 (target) Residential Mills + 50.000 (target) Commercial Mills
 Assumes Investment Grade, 120x, 2053 Final Maturity
 (Full Growth / No Future Reassessment Projections*)
 [Preliminary -- for discussion only]

30-yr Term Bond

| Period
Ending | Principal | Coupon | Interest | Debt
Service | Annual
Debt
Service |
|------------------|------------|--------|------------|-----------------|---------------------------|
| 06/01/2024 | | | 1,188,000 | 1,188,000 | |
| 12/01/2024 | | | 1,188,000 | 1,188,000 | 2,376,000 |
| 06/01/2025 | | | 1,188,000 | 1,188,000 | |
| 12/01/2025 | 1,120,000 | 4.000% | 1,188,000 | 2,308,000 | 3,496,000 |
| 06/01/2026 | | | 1,165,600 | 1,165,600 | |
| 12/01/2026 | 1,165,000 | 4.000% | 1,165,600 | 2,330,600 | 3,496,200 |
| 06/01/2027 | | | 1,142,300 | 1,142,300 | |
| 12/01/2027 | 1,215,000 | 4.000% | 1,142,300 | 2,357,300 | 3,499,600 |
| 06/01/2028 | | | 1,118,000 | 1,118,000 | |
| 12/01/2028 | 1,260,000 | 4.000% | 1,118,000 | 2,378,000 | 3,496,000 |
| 06/01/2029 | | | 1,092,800 | 1,092,800 | |
| 12/01/2029 | 1,310,000 | 4.000% | 1,092,800 | 2,402,800 | 3,495,600 |
| 06/01/2030 | | | 1,066,600 | 1,066,600 | |
| 12/01/2030 | 1,365,000 | 4.000% | 1,066,600 | 2,431,600 | 3,498,200 |
| 06/01/2031 | | | 1,039,300 | 1,039,300 | |
| 12/01/2031 | 1,420,000 | 4.000% | 1,039,300 | 2,459,300 | 3,498,600 |
| 06/01/2032 | | | 1,010,900 | 1,010,900 | |
| 12/01/2032 | 1,475,000 | 4.000% | 1,010,900 | 2,485,900 | 3,496,800 |
| 06/01/2033 | | | 981,400 | 981,400 | |
| 12/01/2033 | 1,535,000 | 4.000% | 981,400 | 2,516,400 | 3,497,800 |
| 06/01/2034 | | | 950,700 | 950,700 | |
| 12/01/2034 | 1,595,000 | 4.000% | 950,700 | 2,545,700 | 3,496,400 |
| 06/01/2035 | | | 918,800 | 918,800 | |
| 12/01/2035 | 1,660,000 | 4.000% | 918,800 | 2,578,800 | 3,497,600 |
| 06/01/2036 | | | 885,600 | 885,600 | |
| 12/01/2036 | 1,725,000 | 4.000% | 885,600 | 2,610,600 | 3,496,200 |
| 06/01/2037 | | | 851,100 | 851,100 | |
| 12/01/2037 | 1,795,000 | 4.000% | 851,100 | 2,646,100 | 3,497,200 |
| 06/01/2038 | | | 815,200 | 815,200 | |
| 12/01/2038 | 1,870,000 | 4.000% | 815,200 | 2,685,200 | 3,500,400 |
| 06/01/2039 | | | 777,800 | 777,800 | |
| 12/01/2039 | 1,940,000 | 4.000% | 777,800 | 2,717,800 | 3,495,600 |
| 06/01/2040 | | | 739,000 | 739,000 | |
| 12/01/2040 | 2,020,000 | 4.000% | 739,000 | 2,759,000 | 3,498,000 |
| 06/01/2041 | | | 698,600 | 698,600 | |
| 12/01/2041 | 2,100,000 | 4.000% | 698,600 | 2,798,600 | 3,497,200 |
| 06/01/2042 | | | 656,600 | 656,600 | |
| 12/01/2042 | 2,185,000 | 4.000% | 656,600 | 2,841,600 | 3,498,200 |
| 06/01/2043 | | | 612,900 | 612,900 | |
| 12/01/2043 | 2,270,000 | 4.000% | 612,900 | 2,882,900 | 3,495,800 |
| 06/01/2044 | | | 567,500 | 567,500 | |
| 12/01/2044 | 2,365,000 | 4.000% | 567,500 | 2,932,500 | 3,500,000 |
| 06/01/2045 | | | 520,200 | 520,200 | |
| 12/01/2045 | 2,455,000 | 4.000% | 520,200 | 2,975,200 | 3,495,400 |
| 06/01/2046 | | | 471,100 | 471,100 | |
| 12/01/2046 | 2,555,000 | 4.000% | 471,100 | 3,026,100 | 3,497,200 |
| 06/01/2047 | | | 420,000 | 420,000 | |
| 12/01/2047 | 2,660,000 | 4.000% | 420,000 | 3,080,000 | 3,500,000 |
| 06/01/2048 | | | 366,800 | 366,800 | |
| 12/01/2048 | 2,765,000 | 4.000% | 366,800 | 3,131,800 | 3,498,600 |
| 06/01/2049 | | | 311,500 | 311,500 | |
| 12/01/2049 | 2,875,000 | 4.000% | 311,500 | 3,186,500 | 3,498,000 |
| 06/01/2050 | | | 254,000 | 254,000 | |
| 12/01/2050 | 2,990,000 | 4.000% | 254,000 | 3,244,000 | 3,498,000 |
| 06/01/2051 | | | 194,200 | 194,200 | |
| 12/01/2051 | 3,110,000 | 4.000% | 194,200 | 3,304,200 | 3,498,400 |
| 06/01/2052 | | | 132,000 | 132,000 | |
| 12/01/2052 | 3,235,000 | 4.000% | 132,000 | 3,367,000 | 3,499,000 |
| 06/01/2053 | | | 67,300 | 67,300 | |
| 12/01/2053 | 3,365,000 | 4.000% | 67,300 | 3,432,300 | 3,499,600 |
| | 59,400,000 | | 44,407,600 | 103,807,600 | 103,807,600 |



NET DEBT SERVICE

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
 GENERAL OBLIGATION BONDS, SERIES 2023A
 40.000 (target) Residential Mills + 50.000 (target) Commercial Mills
 Assumes Investment Grade, 120x, 2053 Final Maturity
 (Full Growth / No Future Reassessment Projections*)
 [Preliminary -- for discussion only]

| Period
Ending | Principal | Interest | Total
Debt Service | Net
Debt Service |
|------------------|------------|------------|-----------------------|---------------------|
| 12/01/2024 | | 2,376,000 | 2,376,000 | 2,376,000 |
| 12/01/2025 | 1,120,000 | 2,376,000 | 3,496,000 | 3,496,000 |
| 12/01/2026 | 1,165,000 | 2,331,200 | 3,496,200 | 3,496,200 |
| 12/01/2027 | 1,215,000 | 2,284,600 | 3,499,600 | 3,499,600 |
| 12/01/2028 | 1,260,000 | 2,236,000 | 3,496,000 | 3,496,000 |
| 12/01/2029 | 1,310,000 | 2,185,600 | 3,495,600 | 3,495,600 |
| 12/01/2030 | 1,365,000 | 2,133,200 | 3,498,200 | 3,498,200 |
| 12/01/2031 | 1,420,000 | 2,078,600 | 3,498,600 | 3,498,600 |
| 12/01/2032 | 1,475,000 | 2,021,800 | 3,496,800 | 3,496,800 |
| 12/01/2033 | 1,535,000 | 1,962,800 | 3,497,800 | 3,497,800 |
| 12/01/2034 | 1,595,000 | 1,901,400 | 3,496,400 | 3,496,400 |
| 12/01/2035 | 1,660,000 | 1,837,600 | 3,497,600 | 3,497,600 |
| 12/01/2036 | 1,725,000 | 1,771,200 | 3,496,200 | 3,496,200 |
| 12/01/2037 | 1,795,000 | 1,702,200 | 3,497,200 | 3,497,200 |
| 12/01/2038 | 1,870,000 | 1,630,400 | 3,500,400 | 3,500,400 |
| 12/01/2039 | 1,940,000 | 1,555,600 | 3,495,600 | 3,495,600 |
| 12/01/2040 | 2,020,000 | 1,478,000 | 3,498,000 | 3,498,000 |
| 12/01/2041 | 2,100,000 | 1,397,200 | 3,497,200 | 3,497,200 |
| 12/01/2042 | 2,185,000 | 1,313,200 | 3,498,200 | 3,498,200 |
| 12/01/2043 | 2,270,000 | 1,225,800 | 3,495,800 | 3,495,800 |
| 12/01/2044 | 2,365,000 | 1,135,000 | 3,500,000 | 3,500,000 |
| 12/01/2045 | 2,455,000 | 1,040,400 | 3,495,400 | 3,495,400 |
| 12/01/2046 | 2,555,000 | 942,200 | 3,497,200 | 3,497,200 |
| 12/01/2047 | 2,660,000 | 840,000 | 3,500,000 | 3,500,000 |
| 12/01/2048 | 2,765,000 | 733,600 | 3,498,600 | 3,498,600 |
| 12/01/2049 | 2,875,000 | 623,000 | 3,498,000 | 3,498,000 |
| 12/01/2050 | 2,990,000 | 508,000 | 3,498,000 | 3,498,000 |
| 12/01/2051 | 3,110,000 | 388,400 | 3,498,400 | 3,498,400 |
| 12/01/2052 | 3,235,000 | 264,000 | 3,499,000 | 3,499,000 |
| 12/01/2053 | 3,365,000 | 134,600 | 3,499,600 | 3,499,600 |
| | 59,400,000 | 44,407,600 | 103,807,600 | 103,807,600 |



BOND SOLUTION

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
 GENERAL OBLIGATION BONDS, SERIES 2023A
 40.000 (target) Residential Mills + 50.000 (target) Commercial Mills
 Assumes Investment Grade, 120x, 2053 Final Maturity
 (Full Growth / No Future Reassessment Projections*)
 [Preliminary -- for discussion only]

| Period
Ending | Proposed
Principal | Proposed
Debt Service | Total Adj
Debt Service | Revenue
Constraints | Unused
Revenues | Debt Serv
Coverage |
|------------------|-----------------------|--------------------------|---------------------------|------------------------|--------------------|-----------------------|
| 12/01/2024 | | 2,376,000 | 2,376,000 | 3,255,023 | 879,023 | 136.99593% |
| 12/01/2025 | 1,120,000 | 3,496,000 | 3,496,000 | 4,200,664 | 704,664 | 120.15629% |
| 12/01/2026 | 1,165,000 | 3,496,200 | 3,496,200 | 4,200,664 | 704,464 | 120.14942% |
| 12/01/2027 | 1,215,000 | 3,499,600 | 3,499,600 | 4,200,664 | 701,064 | 120.03269% |
| 12/01/2028 | 1,260,000 | 3,496,000 | 3,496,000 | 4,200,664 | 704,664 | 120.15629% |
| 12/01/2029 | 1,310,000 | 3,495,600 | 3,495,600 | 4,200,664 | 705,064 | 120.17004% |
| 12/01/2030 | 1,365,000 | 3,498,200 | 3,498,200 | 4,200,664 | 702,464 | 120.08073% |
| 12/01/2031 | 1,420,000 | 3,498,600 | 3,498,600 | 4,200,664 | 702,064 | 120.06700% |
| 12/01/2032 | 1,475,000 | 3,496,800 | 3,496,800 | 4,200,664 | 703,864 | 120.12880% |
| 12/01/2033 | 1,535,000 | 3,497,800 | 3,497,800 | 4,200,664 | 702,864 | 120.09446% |
| 12/01/2034 | 1,595,000 | 3,496,400 | 3,496,400 | 4,200,664 | 704,264 | 120.14255% |
| 12/01/2035 | 1,660,000 | 3,497,600 | 3,497,600 | 4,200,664 | 703,064 | 120.10133% |
| 12/01/2036 | 1,725,000 | 3,496,200 | 3,496,200 | 4,200,664 | 704,464 | 120.14942% |
| 12/01/2037 | 1,795,000 | 3,497,200 | 3,497,200 | 4,200,664 | 703,464 | 120.11506% |
| 12/01/2038 | 1,870,000 | 3,500,400 | 3,500,400 | 4,200,664 | 700,264 | 120.00526% |
| 12/01/2039 | 1,940,000 | 3,495,600 | 3,495,600 | 4,200,664 | 705,064 | 120.17004% |
| 12/01/2040 | 2,020,000 | 3,498,000 | 3,498,000 | 4,200,664 | 702,664 | 120.08759% |
| 12/01/2041 | 2,100,000 | 3,497,200 | 3,497,200 | 4,200,664 | 703,464 | 120.11506% |
| 12/01/2042 | 2,185,000 | 3,498,200 | 3,498,200 | 4,200,664 | 702,464 | 120.08073% |
| 12/01/2043 | 2,270,000 | 3,495,800 | 3,495,800 | 4,200,664 | 704,864 | 120.16317% |
| 12/01/2044 | 2,365,000 | 3,500,000 | 3,500,000 | 4,200,664 | 700,664 | 120.01897% |
| 12/01/2045 | 2,455,000 | 3,495,400 | 3,495,400 | 4,200,664 | 705,264 | 120.17692% |
| 12/01/2046 | 2,555,000 | 3,497,200 | 3,497,200 | 4,200,664 | 703,464 | 120.11506% |
| 12/01/2047 | 2,660,000 | 3,500,000 | 3,500,000 | 4,200,664 | 700,664 | 120.01897% |
| 12/01/2048 | 2,765,000 | 3,498,600 | 3,498,600 | 4,200,664 | 702,064 | 120.06700% |
| 12/01/2049 | 2,875,000 | 3,498,000 | 3,498,000 | 4,200,664 | 702,664 | 120.08759% |
| 12/01/2050 | 2,990,000 | 3,498,000 | 3,498,000 | 4,200,664 | 702,664 | 120.08759% |
| 12/01/2051 | 3,110,000 | 3,498,400 | 3,498,400 | 4,200,664 | 702,264 | 120.07386% |
| 12/01/2052 | 3,235,000 | 3,499,000 | 3,499,000 | 4,200,664 | 701,664 | 120.05327% |
| 12/01/2053 | 3,365,000 | 3,499,600 | 3,499,600 | 4,200,664 | 701,064 | 120.03269% |
| | 59,400,000 | 103,807,600 | 103,807,600 | 125,074,280 | 21,266,680 | |



SOURCES AND USES OF FUNDS

VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
SUBORDINATE BONDS, SERIES 2023B
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
(Full Growth + 2% Bi-Reassessment)
[Preliminary -- for discussion only]

Dated Date 12/01/2023
Delivery Date 12/01/2023

Sources:

| | |
|----------------|---------------|
| Bond Proceeds: | |
| Par Amount | 11,708,000.00 |
| | 11,708,000.00 |

Uses:

| | |
|-------------------------|---------------|
| Project Fund Deposits: | |
| Project Fund | 11,356,760.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 351,240.00 |
| | 11,708,000.00 |



BOND PRICING

**VILLAGES @ JOHNSTOWN METROPOLITAN DISTRICT Nos. 1-8
 SUBORDINATE BONDS, SERIES 2023B
 Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2053 (Stated) Maturity
 (Full Growth + 2% Bi-Reassessment)
 [Preliminary -- for discussion only]**

| Bond Component | Maturity Date | Amount | Rate | Yield | Price |
|-------------------|---------------|------------|--------|--------|---------|
| 30-yr. Term Bond: | 12/15/2053 | 11,708,000 | 7.000% | 7.000% | 100.000 |
| | | 11,708,000 | | | |

| | | |
|-------------------------|---------------|-------------|
| Dated Date | 12/01/2023 | |
| Delivery Date | 12/01/2023 | |
| First Coupon | 12/15/2023 | |
| Par Amount | 11,708,000.00 | |
| Original Issue Discount | | |
| Production | 11,708,000.00 | 100.000000% |
| Underwriter's Discount | | |
| Purchase Price | 11,708,000.00 | 100.000000% |
| Accrued Interest | | |
| Net Proceeds | 11,708,000.00 | |

EXHIBIT G

**SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8**

Disclosure Notice

Villages at Johnstown Metropolitan District Nos. 1-8
(In the Town of Johnstown, Larimer County, Colorado)

SPECIAL DISTRICT PUBLIC DISCLOSURE
Pursuant to § 32-1-104.8 C.R.S.

| | |
|--|---|
| Name of the Districts: | Villages at Johnstown Metropolitan District Nos. 1-8 ("Districts") |
| Contact Information for the Districts: | Villages at Johnstown Metropolitan District Nos. 1-8
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: Robert G. Rogers |
| Powers of the Districts: | All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, fire protection, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, television relay and translator facilities, transportation, water services, and solid waste disposal, subject to the limitations contained in the Districts' Service Plan. |
| Service Plan: | The Districts' Service Plan, which can be amended from time to time, includes a description of the Districts' powers and authority. A copy of the Districts' Service Plan is available from the Districts and from the Division of Local Government. |
| Financial Powers of the Districts: | Villages at Johnstown Metropolitan District Nos. 1-8 are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which can be found at the Districts office, on the Districts' web site, on file at the Division of Local Government in the State Department of Local Affairs, or on file at the office of the clerk and recorder of each county in which the special district is located. |
| Districts Boundaries: | A map of the Districts' boundaries is attached hereto as Exhibit A. Please note that the Districts' boundaries may change from time to time. Please contact the Districts for the latest information. |
| Districts Taxes and Fees: | The Districts have authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The Districts have the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the Districts will impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The Districts may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property or a per-square foot basis for non-residential property, and may impose other fees and charges. The Service Plan establishes a Maximum Residential Debt Mill Levy, a Maximum Commercial Debt Mill Levy, and a maximum Operations and Maintenance |

| | |
|--|--|
| Mill Levy. The Districts have the authority to exceed these mill levy caps as provided in the Service Plan. The Districts' taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Larimer County and other jurisdictions. Below are samples of potential property taxes of the Districts, based on assumed mill levies; actual mill levies and property taxes in any year may be higher or lower. | |
| <u>Sample Calculation of Mill Levy Cap for a Residential Property:</u>

Assumptions:
Market value is \$400,000
Mill levy cap is 50 mills

Calculation:
$\$400,000 \times .0720 = \$28,800$ (Assessed Valuation)
$\$28,800 \times .050$ mills = \$1,440 per year in taxes owed solely to the Districts | <u>Sample Calculation of Mill Levy Cap for a Commercial, Office or Industrial Property:</u>

Assumptions:
Market value is \$750,000
Mill levy cap is 60 mills

Calculation:
$\$750,000 \times .29 = \$217,500$ (Assessed Valuation)
$\$217,500 \times .060$ mills = \$13,050 per year in taxes owed solely to the Districts |

EXHIBIT H

SERVICE PLAN FOR SERVICE PLAN FOR VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8

Indemnification Letters

Part I - Developer Indemnity Letter

{ date – on or after date of Service Plan approval }

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Villages at Johnstown Metropolitan District Nos. 1-8

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Johnstown (the “Town”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Villages at Johnstown Metropolitan District Nos. 1-8 (the “Districts”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town’s approval of the Districts’ Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of the Developer or the Districts, or their agents, in connection with the Districts, including, without limitation, any actions or omissions of the Developer or Districts, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER

J-25 Land Holdings, LLC

By: _____

Title: _____

Part II - District Indemnity Letter

{ date – date of organizational meeting }

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Villages at Johnstown Metropolitan District Nos. 1-8

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by Villages at Johnstown Metropolitan District Nos. 1-8 (the “Districts”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Districts. The Districts, for and on behalf of themselves and their transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The Districts hereby waive and release any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the Districts’ Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the Districts hereby agree to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of J-25 Land Holdings, LLC (the “Developer”), or their agents, in connection with the formation and organization of the Districts, including, without limitation, any actions or omissions of the Districts or Developer, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the Districts nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the Districts, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the Districts.

Very truly yours,

VILLAGES AT JOHNSTOWN
METROPOLITAN DISTRICT NOS. 1-8

By: _____
President

Attest:

Secretary

Page 8 of 8

**EXHIBIT C
TO ORDER AND DECREE**

(Resolution Approving Service Plan)

To be attached prior to recordation by:

White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2018-04

**A RESOLUTION
APPROVING THE CONSOLIDATED SERVICE PLAN FOR THE
VILLAGES AT JOHNSTOWN METROPOLITAN DISTRICT NOS. 1-8**

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., a Consolidated Service Plan for the Villages at Johnstown Metropolitan Districts Nos. 1-8 (the "Service Plan"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, was submitted to the Town Council of the Town of Johnstown (the "Town Council") for approval; and

WHEREAS, the owners of the property within the proposed boundaries of the Villages at Johnstown Metropolitan Districts Nos. 1-8 (collectively, the "Districts") have requested approval of the Service Plan; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S. as amended, the Town Council, following due notice, held a public hearing on the proposed Service Plan on March 19, 2018; and

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

WHEREAS, based upon the testimony and evidence presented at the hearing, Town Council finds that the Service Plan for the Villages at Johnstown Metropolitan District Nos. 1-8 should be approved, subject to certain conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO:

1. **Satisfaction of Statutory Requirements as to Filing and Notice.** The Town Council, as the governing body of the Town of Johnstown, Colorado, does hereby determine, based on representations by and on behalf of the proponents of the Villages at Johnstown Metropolitan District Nos. 1-8 (collectively, the "Districts") including J-25 Land Holdings, LLC, a Delaware limited liability company, the owner of the property (the "Developer"), that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed Consolidated Service Plan for the Villages at Johnstown Metropolitan District Nos. 1-8 (the "Service Plan") have been fulfilled and that notice of the hearing was given.

2. **Jurisdiction.** Based on representations by and on behalf of the proponents of the Districts and Developer, the Town Council of the Town of Johnstown, Colorado, has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **Findings.** That, pursuant to Section 32-1-204.5, C.R.S., Section 32-1-202(2), C.R.S., and Section 32-1-203(2), C.R.S., the Town Council of the Town of Johnstown, Colorado, does hereby find and determine, based on the Service Plan, the representations by and on behalf of the proponents of the Districts and Developer, and other evidence presented at the public hearing, that:

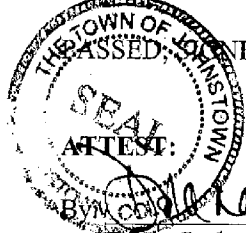
- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- (b) The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- (c) The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- (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;
- (e) Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- (f) The facility and service standards of the Districts are compatible with the facility and service standards of the Town;
- (g) The proposal is in substantial compliance the Johnstown Area Comprehensive Plan;
- (h) The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
- (i) The creation of the Districts is in the best interests of the area proposed to be served;
- (j) The creation of the Districts is in the best interests of the residents and future residents of the area proposed to be served; and
- (k) The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the Districts.

4. **Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the Consolidated Service Plan for the Villages at Johnstown Metropolitan Districts Nos. 1-8, attached as Exhibit A, as may be amended, if at all, as set forth below. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town's approval of the Service Plan shall not relieve the Developer or any other owner of property in the Districts of any requirement, under the annexation agreement pertaining to the property within the Districts' boundaries (the "Annexation Agreement") or otherwise, to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Once the Districts have been duly organized, any material modification of the Service Plan shall require an amendment to the Service Plan, which must be approved by the Town.
- (c) At its first meeting after the effective date of this Resolution and in no event later than sixty days after the formation election of the Districts, the Board of Directors of each of the Districts shall execute the Intergovernmental Agreement with the Town ("IGA") and the Districts' Indemnity Letter in the forms set forth as Exhibits to the Service Plan presented to the Town Council at its March 19, 2018 hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and Indemnity Letter to the Town.
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Service Plan or IGA.
- (e) The Service Plan, attached as Exhibit A, shall be amended, if at all, pursuant to direction of Town Council at the March 19, 2018 hearing. If so directed, the Town Attorney shall modify the Service Plan and provide the finalized version of the Service Plan to the Town Clerk for filing with the records of the Town and to the owners of the property within the proposed boundaries of the Districts for, among other purposes, filing with the Larimer County District Court.

5. **Execution of Town IGA.** The IGA referred to in Section 4(c), above, is hereby approved in essentially the same form as the copy of such IGA set forth as an Exhibit to the Service Plan presented to the Town Council at its March 19, 2018 hearing. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the Districts.

6. **Filing of Resolution.** A certified copy of this Resolution, with the attached Service Plan, as may be amended, shall be filed in the records of the Town and submitted to the owners of the property within the proposed boundaries of the Villages at Johnstown Metropolitan Districts Nos. 1-8 for the purpose of filing in the Larimer County District Court.



Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____

Scott James, Mayor