

EXHIBIT A

**AMENDED AND RESTATED SERVICE PLAN
FOR
THE VILLAGE AT DRY CREEK METROPOLITAN DISTRICT NOS. 1-4
CITY OF THORNTON, COLORADO**

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- EXHIBIT D** Intergovernmental Agreement between the Districts and the City of Thornton

I. INTRODUCTION

A. Purpose and Intent.

The City has previously approved the Original Service Plan, as defined below, and this amended and restated Service Plan, as defined below, shall replace the Original Service Plan in its entirety.

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

The Districts are not being created to provide ongoing operations and maintenance services except with respect to certain retained Public Improvements as set forth in the intergovernmental agreement with the City attached hereto as **Exhibit D**.

District No. 1 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and maintenance of all Public Improvements. District Nos. 2-4 are proposed to be the Financing Districts which are expected to include all of the future development comprising the Project and provide the revenue to support the District Improvements and other services. The Coordinating District will be permitted to provide public services and facilities throughout the Districts pursuant to this Service Plan. Any of the Districts may issue Debt to finance the Public Improvements.

B. Need for the Districts.

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

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

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term (where applicable) and at a tax mill levy no higher

than the Maximum Debt Mill Levy, and/or repaid by Fees, PIF Revenue or other legally available revenues (such as grants, interest income, or advances from third parties).

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs pursuant to the Approved Conceptual Site Plan for the property. Operation and maintenance services to be undertaken by the Districts shall be set forth in the intergovernmental agreement with the City attached hereto as **Exhibit D**.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and, where applicable, the Maximum Debt Mill Levy Imposition Term, and/or repaid by Fees, PIF Revenue or other legally available revenues. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the aggregate of the Maximum Debt Mill Levy, Fees, PIF Revenue or other legally available revenues, and that no property developed for a residential use bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

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

Approved Conceptual Site Plan: means a framework development plan as approved by the City pursuant to the City Code for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of a District. The term "Boards" shall refer to the Boards of Directors of all the Districts.

Bond, Bonds or Debt: means bonds or other obligations having a term of greater than one year, for the payment of which the Districts have promised to impose an ad valorem property tax mill levy, and/or apply Fees, PIF Revenue or other legally available revenue (except that intergovernmental agreements among the Districts providing for a pledge of property taxes to any issuing District shall not be included within this definition).

City: means the City of Thornton, Colorado.

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

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

Districts: means The Village at Dry Creek Metropolitan District Nos. 1-4.

District No. 1: means The Village at Dry Creek Metropolitan District No. 1.

District No. 2: means The Village at Dry Creek Metropolitan District No. 2.

District No. 3: means The Village at Dry Creek Metropolitan District No. 3.

District No. 4: means The Village at Dry Creek Metropolitan District No. 4.

Districts' Boundaries: means the boundaries of the original area of the Districts described in the District Boundary Map.

Districts Boundary Maps: means the maps attached hereto as **Exhibit C-1**, describing the Districts' original boundaries.

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

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

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.17 below.

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

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

Inclusion Area Boundaries Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the Districts.

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

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

Original Service Plan: means the service plan for the Village at Dry Creek Metropolitan District Nos. 1-4, dated August 28, 2012, approved by the City on August 28, 2012, by way of resolution No. 2012-134.

PIF Revenue: means the PIF Revenue as defined in the Public Finance Agreement.

Project: means the development or property commonly referred to as Denver Premium Outlets.

Public Finance Agreement: means the Public Finance Agreement dated as of September 22, 2015, by and among Simon Acquisition II, LLC, the City and the Districts, as the same may be amended.

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

Service Area: means the property within the Districts' Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by the City Council, which shall replace the Original Service Plan in its entirety.

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

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

State: means the State of Colorado.

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

III. BOUNDARIES

The area of each of the Districts' Boundaries includes approximately 200 square feet, and the total area proposed to be included in the Inclusion Area Boundaries is approximately ninety-five (95) acres. A legal description of the Districts' Boundaries is attached hereto as **Exhibit A-1**, and a legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Districts' Boundaries are attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately ninety-five (95) acres of land planned to be developed for non-residential and residential uses. The current assessed valuation of the Service Area is approximately \$37,000 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 402 people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Conceptual Site Plan. The property within the Service Area is not currently zoned for residential development and approval for such development will be required in accordance with the City Code.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in this Service Plan, the intergovernmental agreement with the City provided for in **Exhibit D** attached hereto, the Special Districts Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Conceptual Site Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized to operate and maintain any part or all of the Public Improvements as provided for in the intergovernmental agreement with the City provided for in **Exhibit D** attached hereto. The Districts are required and obligated to operate and maintain any District-funded park and recreation improvements. Unless otherwise specified in the

intergovernmental agreement, all parks and trails shall be open to the general public free of charge.

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

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

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

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

6. Zoning and Land Use Requirements. The Districts shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

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

8. Conveyance. The Districts agree to convey to the City, at no cost to the City, any real property owned by the Districts that is necessary, in the City's sole discretion, for any City capital improvement projects for transportation, utilities or drainage, upon written notification.

9. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District issuing the Debt shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

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

10. Eminent Domain Limitation. The Districts shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

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

12. Inclusion Limitation. The Districts shall not include within any of their respective boundaries any property outside the Service Area without the prior written consent of the City Council. If an Inclusion Area is proposed, the Districts shall not include within any of their respective boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S., or except as otherwise permitted in Section 32-1-401(2), C.R.S.

13. Exclusion Limitation. The Districts shall not exclude from their respective boundaries any property within the Service Area without the prior written consent of the City Council, unless such exclusion is accompanied by a corresponding inclusion of such property into the boundaries of one of the other Districts. The Districts shall follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

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

15. Initial Debt Limitation. The Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt on or before the effective date of approval by the City of an Approved Conceptual Site Plan for the Project, and until an intergovernmental agreement between the City and the Districts has been executed.

16. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Fifty-Five Million Dollars (\$55,000,000)(all Districts combined). Obligations issued to

refinance Debt shall not count against this limitation, provided such refinancing will result in a net present value savings as set forth in Section 11-56-101, C.R.S.

17. Fee Limitation. The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

18. Public Improvement Fees Authorization. The Districts shall be entitled to receive PIF Revenue, and pledge or apply the same for the payment of Debt, capital construction or operating costs of the Districts, subject to any limitation with respect thereto contained in the Public Finance Agreement.

19. Sales and Use Tax. The Districts shall not be authorized to exercise their respective City sales and use tax exemptions as permitted by law.

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

21. 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 City.

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

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and, where applicable, the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and

shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the Districts.

23. Reimbursement Agreement. If the Districts utilize reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with City Code. If a reimbursement agreement exists or is entered into for an improvement financed by the Districts, any and all resulting reimbursements received for such improvement shall be deposited in the debt service fund of the District or Districts that financed the improvement, and used for the purpose of retiring the District(s) debt.

24. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-23 or in VI.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Conceptual Site Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Forty Million Dollars (\$40,000,000).

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

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term (where applicable) from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Fifty-Five Million Dollars

(\$55,000,000)(excluding obligations issued to refinance Debt) and shall be permitted to be issued on a schedule and in such year or years as the issuing District and District No. 1 determine 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, including but not limited to general ad valorem taxes to be imposed upon all Taxable Property within the Districts, PIF Revenue and Fees. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. The Districts shall be authorized to issue Debt to the public or to any private party in accordance with all applicable laws.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy.

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

1. The Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, 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.

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

D. Maximum Debt Mill Levy Imposition Term.

No District shall impose a levy for repayment of any Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed as residential property which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt.

E. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property of each District as a source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law and this Service Plan. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time and as limited by Section V.A. 17. The Districts may also utilize PIF Revenue for such purposes as limited by Section V.A.18. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, where applicable, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between that District and the City.

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the creating District's Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and intergovernmental agreement with the City.

I. District Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs 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 or other District revenues.

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 Thousand Dollars (\$100,000) which is anticipated to be derived from developer advances (subject to reimbursement), property taxes and other revenues.

Neither the Maximum Debt Mill Levy for the repayment of Debt nor the Maximum Debt Mill Levy Imposition Term shall apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the City Clerk within six months of the close of the fiscal year.

B. Reporting of Significant Events.

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

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

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts' financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

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

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts (or any individual District) were created have been accomplished, the Districts (or an individual District, as appropriate) agree to file petitions in the appropriate Districts' Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their respective outstanding indebtedness and other financial obligations as required pursuant to State statutes, nor shall such dissolution be required to the extent the Districts have ongoing operations and maintenance responsibilities.

IX. DISCLOSURE NOTICES

The Districts will use reasonable efforts and due diligence to cause the developer or home builder to provide a written notice of disclosure to all initial purchasers of property in the Districts that describes the impact of the Districts' mill levy and fees on each residential property along with the purchase contract. The Districts shall record the notice of disclosure for each property within the Districts with Adams County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the Districts is in existence.

The Districts will also use reasonable efforts and due diligence to provide information to potential residential buyers by furnishing information describing the key provisions of the approved Districts to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the Districts' boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the Districts is in existence and the improvements that are or have been paid for by the Districts.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure by the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan amendment. The City Council shall approve the intergovernmental agreement in the form attached hereto as **Exhibit D**.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 66-60 of the City Code, establishes that:

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

EXHIBIT A-1
Legal Description
Districts' Boundaries:

District No. 1:

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 22 MONUMENTED AT THE CENTER SOUTH 1/16 CORNER WITH A 3.25" ALUMINUM CAP STAMPED "PLS 36580" AND AT THE SOUTHEAST 1/16 CORNER WITH A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 23529", WITH THE LINE CONSIDERED TO BEAR S 89°58'27" E.

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 22; THENCE N 80°35'48" E, 1097.25 FEET TO THE **POINT OF BEGINNING;**
THENCE N 00°00'00" E 10.00 FEET;
THENCE N 90°00'00" E, 10.00 FEET
THENCE S 00°00'00" E, 10.00 FEET;
THENCE N 09°00'00" W, 10.00 FEET TO THE **POINT OF BEGINNING,**
CONTAINING A CALCULATED AREA OF 100 SQUARE FEET OR 0.002 ACRES.

District Nos. 2-4:

A PORTION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 22 MONUMENTED AT THE CENTER SOUTH 1/16 CORNER WITH A 3.25" ALUMINUM CAP STAMPED "PLS 36580" AND AT THE SOUTHEAST 1/16 CORNER WITH A 2.5" ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 23529", WITH THE LINE CONSIDERED TO BEAR S 89°58'27" E.

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 22; THENCE N 81°06'45" E, 1,095.66 FEET TO THE **POINT OF BEGINNING;**
THENCE N 00°00'00" E, 10.00 FEET;
THENCE N 90°00'00" E, 10.00 FEET
THENCE S 00°00'00" E, 10.00 FEET;
THENCE N 09°00'00" W, 10.00 FEET TO THE **POINT OF BEGINNING,**
CONTAINING A CALCULATED AREA OF 100 SQUARE FEET OR 0.002 ACRES.

EXHIBIT A-2
Legal Description
Inclusion Area Boundaries:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 1 SHOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

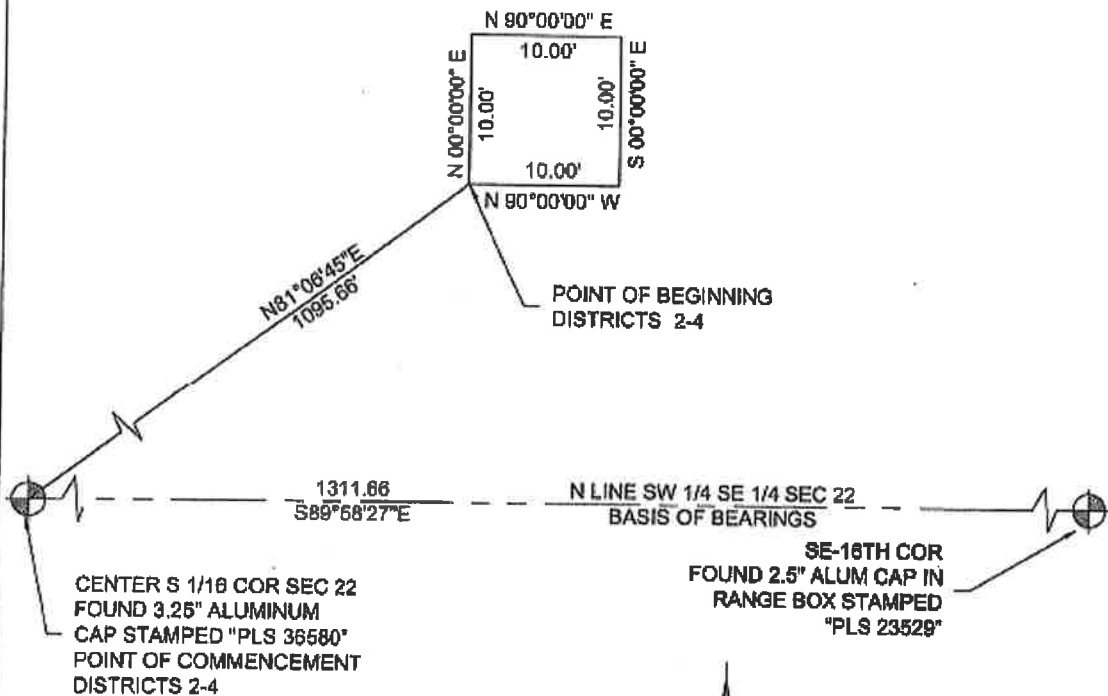
COMMENCING AT THE EAST ¼ CORNDRER OF SAID SECTION 22; THENCE NORTH 89°57'23" WEST AND COINCIDENT WITH THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 22, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL DESCRIBED IN BOOK 2649 AT PAGE 783 AS RECORDED AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ASLO BEING THE **POINT OF BEGINNING**:

THENCE CONTINUING NORTH 89°57'23" WEST COINCIDENT WITH SAID NORTH LINE OF SAID SOUTHEAST ¼ AND SAID SOUTH LINE, A DISTANCE OF 1251.26 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 22, SAID POINT BEING ON THE SOUTH LINE OF A PARCEL DESCRIBED IN BOOK 3140 AT PAGE 3, AS RECORDED AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; THENCE CONTINUING NORTH 89°57'23" WEST AND BEING COINCIDENT WITH SAID NORTH LINE OF SAID SOUTHEAST ¼ OF SAID SOUTH LINE, A DISTANCE OF 1311.26 FEET TO THE CENTER ¼ CORNER OF SAID SECTION 22, SAID POINT BEING ON THE SOUTH LINE OF A PARCEL DESCRIBED IN BOOK 1757 AT PAGE 179, AS RECORDED AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND ONE FOOT EAST OF THE EAST RIGHT-OF-WAY LINE OF 1-25; THENCE SOUTH 00°45'00" EAST COINCIDENT WITH THE WEST LINE OF THE SAID SOUTHEAST ¼ OF SECTION 22 AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 1-25, A DISTANCE OF 1321.82 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 22, SAID POINT BEING ON THE NORTH LINE OF A PARCEL DESCRIBED IN BOOK 3383 AT PAGE 140, AS RECORDED AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; THENCE SOUTH 00°45'06" EAST COINCIDENT WITH THE WEST LINE OF THE SAID SOUTHEAST ¼ OF SECTION 22 AND PARALLEL WITH THE EAST RIGHT-OF-WAY OF HIGHWAY 1-25, A DISTANCE OF 189.82 FEET TO A POINT OF CURVATURE; THENCE 223.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1402.40 FEET, A CENTRAL ANGLE OF 09°06'42" AND WHOSE CHORD BEARS SOUTH 14°14'29" EAST, A DISTANCE OF 222.79 FEET; THENCE SOUTH 18°47'50" EAST, A DISTANCE OF 507.93 FEET TO A POINT OF CURVATURE; THENCE 198.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 602.96 FEET, A CENTRAL ANGLE OF 18°48'54" , AND WHOSE CHORD BEARS SOUTH 09°23'23" EAST, A DISTANCE OF 197.11 FEET; THENCE SOUTH 00°01'04" WEST, A DISTANCE OF 43.57 FEET; THENCE SOUTH 33°55'49" EAST, A DISTANCE OF 128.53 FEET; THENCE SOUTH 89°48'36" EAST, A DISTANCE OF 36.14 FEET; THENCE NORTH 00°11'24" EAST, A DISTANCE OF 130.90 FEET;

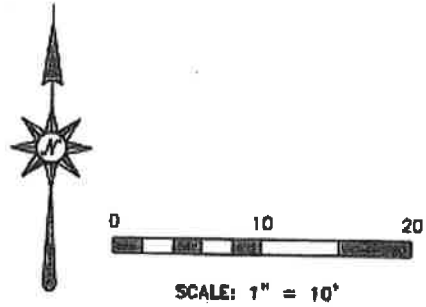
THENCE SOUTH 89°48'36" EAST, A DISTANCE OF 150.00 FEET;
THENCE SOUTH 00°11'24" WEST, A DISTANCE OF 130.90 FEET;
THENCE SOUTH 89°48'36" EAST, A DISTANCE OF 262.08 FEET;
THENCE SOUTH 00°00'50" WEST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 89°52'11" EAST, A DISTANCE OF 985.03 FEET;
THENCE NORTH 00°47'28" WEST, A DISTANCE OF 1246.29 FEET;
THENCE NORTH 89°58'22" WEST, A DISTANCE OF 479.16 FEET;
THENCE NORTH 00°46'14" WEST, A DISTANCE OF 954.82 FEET;
THENCE SOUTH 89°57'12" EAST, A DISTANCE OF 1281.38 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY OF WASHINGTON STREET AS DESCRIBED IN BOOK
3767, PAGE 170;
THENCE NORTH 00°38'35" WEST, 336.66 FEET ALONG SAID WESTERLY RIGHT-OF-
WAY;
THENCE S 89°48'17" E, 20.00 FEET;
THENCE N 00°38'35" W, 30.00 FEET TO THE **POINT OF BEGINNING.**

EXHIBIT C-1
 Districts' Boundaries Maps
 District Nos. 2-4

SE 1/4 SECTION 22, TOWNSHIP 1 SOUTH, RANGE 68 WEST
 6TH P M COUNTY OF ADAMS, STATE OF COLORADO
 EXHIBIT C-1
 DISTRICT NOS. 2-4



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



PARCEL CONTAINS 100 SQ. FT. 0.002 ACRES

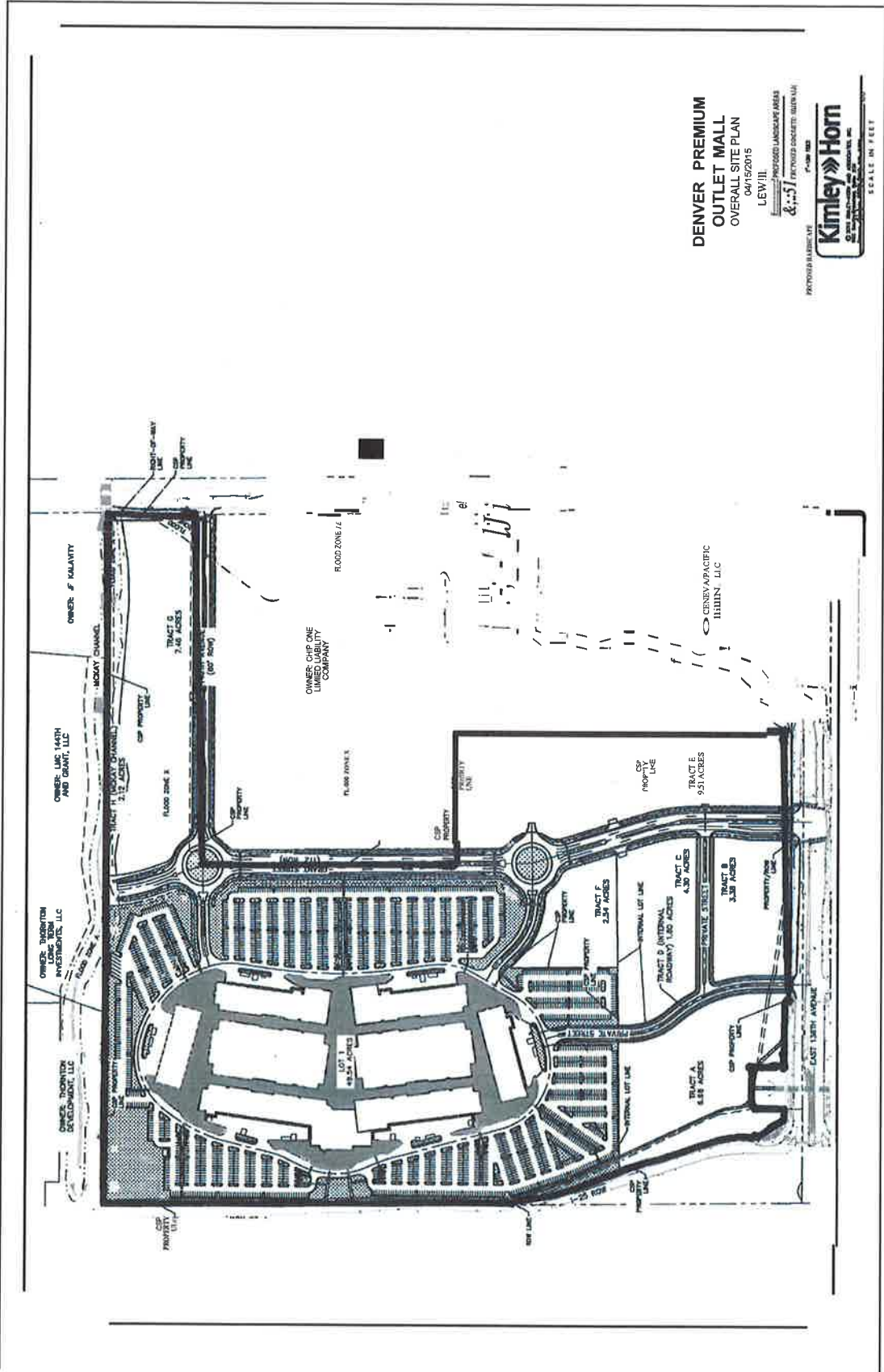
DISTRICT NOS. 2-4	
Date: 07/16/12	Sheet 2 of 2
Drawn: MDW	
Checked: ECS	
Job No.: RW12053	



R&R ENGINEERS-SURVEYORS, INC.
 710 WEST COLFAX AVE
 DENVER, COLORADO 80204
 PH. 303-753-6730
 FAX: 303-753-6568

EXHIBIT C-2

Inclusion Area Boundaries Map



**DENVER PREMIUM
OUTLET MALL
OVERALL SITE PLAN**

04/15/2015

LEW III

PROPOSED LANDSCAPE AREAS

PROPOSED SOCIETY GLEN VILLAGE



SCALE IN FEET

EXHIBIT D

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON
AND THE VILLAGE AT DRY CREEK METROPOLITAN DISTRICT NOS. 1-4
REGARDING THE AMENDED AND RESTATED SERVICE PLAN FOR THE
DISTRICTS**

THIS AGREEMENT is made and entered into as of this 22nd day of Sept., 2015, by and between the City of Thornton, State of Colorado ("City") and The Village at Dry Creek Metropolitan District Nos. 1-4, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Districts were previously organized on February 21, 2013 to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on August 28, 2012, which original service plan has been replaced in its entirety by the District's Amended and Restated Service Plan which was approved by the City on September 22, 2015("Service Plan"); and

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

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

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements, as defined in the Service Plan, to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Conceptual Site Plan and other rules and regulations of the City and applicable provisions of the City Code. To the extent any Public Improvements are not dedicated to the City or other governmental entity, in accordance with the Conceptual Site Plan, the Districts shall retain the authority to operate and maintain such Public Improvements. The Districts are required and obligated to operate and maintain park and recreation improvements within the Districts' Boundaries, and all parks and trails shall be open to the general public free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services without a modification of this Agreement by the Parties. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services without a modification of this Agreement by the Parties, except for the installation of conduit as a part of a street construction project.

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

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

6. Zoning and Land Use Requirements. The Districts agree that they shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

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

8. Conveyance. The Districts agree to convey to the City, at no cost to the City, any real property owned by the Districts that is necessary, in the City's sole discretion, for any City capital improvement projects for transportation, utilities, or drainage, upon written notification.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows: We are [I am] an External Financial Advisor within the meaning of the 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.

10. Eminent Domain. The Districts shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

11. Water Rights/Resources. The Districts agree not to acquire, own, manage, adjudicate or develop water rights or resources without a modification of this Agreement by the Parties.

12. Inclusion Limitation. The Districts agree not to include within any of its boundaries any property outside the Service Area without the prior written consent of the City Council. If an Inclusion Area is proposed, the Districts agree not to include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

13. Exclusion Limitation. The Districts agree not to exclude from its boundaries any property within the Service Area without the prior written consent of the City Council. The Districts also agree to follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

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

15. Initial Debt. On or before the effective date of approval by the City of an Approved Conceptual Site Plan and approval and execution of this Agreement, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

16. Total Debt Issuance. The Districts shall not issue Debt in excess of Fifty-Five Million Dollars (\$55,000,000)(all Districts combined). Obligations issued to refinance Debt shall not count against this limitation, provided such refinancing will result in a net present value savings as set forth in Section 11-56-101, C.R.S.

17. Fee Limitation. The Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

18. Public Improvement Fee Limitation. The Districts shall be entitled to receive PIF Revenue, as defined in the Service Plan, and pledge or apply the same for the payment of Debt, capital construction, or operating costs of the Districts, subject to any limitation with respect thereto that may be incorporated into any agreement with the City.

19. Sales and Use Taxes. The Districts shall not be authorized to exercise their respective City sales and use tax exemptions as permitted by law.

20. Monies from Other Governmental Sources. The Districts agree not to apply for or accept Conservation Trust Funds, Great Outdoors Colorado Trust Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for without a modification of this Agreement by the Parties. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

21. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without prior approval of the City Council as evidenced by a resolution after a public hearing thereon.

22. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations: (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and (b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6). Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the Districts.

23. Reimbursement Agreements. If the Districts utilize reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners, for costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with City Code. All reimbursements shall be deposited in the Districts' debt service fund and used for the purposes of retiring the Districts' debt.

24. Dissolution. Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions

in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution 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, nor shall such dissolution be required to the extent the Districts have ongoing operations and maintenance responsibilities.

25. Disclosure to Purchasers. The Districts will use reasonable efforts and due diligence to cause the developer or home builders to provide a written notice of disclosure to all initial purchasers of property in the Districts that describe the impact of the Districts' mill levy and fees on each residential property along with the purchase contract. The Districts shall record the notice of disclosure for each property within the Districts with Adams County at the time the plat 5 is recorded, or provide the City with a copy of the recorded notice of disclosure if the plat has already been filed. The notice of disclosure shall include the maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the Districts are in existence.

26. Disclosure to Potential Residential Buyers. The Districts will also provide information to potential residential buyers by furnishing information describing the key provisions of the approved Districts to the developer or home builders for prominent display at all sales offices and by inspecting the sales offices within the Districts' boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the Districts are in existence and the improvements that are or have been paid for by the Districts.

27. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-23, V.B., or VI.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

28. Maximum Debt Mill Levy. For any Debt, the "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Debt, and shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, 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. To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "Districts" as used

herein shall be deemed to refer to the Districts and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent District.

29. Maximum Debt Mill Levy Imposition Term. No District shall impose a levy for repayment of any Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed as residential property which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt.

30. 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 service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: The Village at Dry Creek Metropolitan District Nos. 1-4
 c/o White Bear Ankele Tanaka & Waldron
 Attn: William P. Ankele
 Phone: 303-858-1800
 Fax: 303-858-1801
 wpankele@wbapc.com

To the City: City of Thornton
 9500 Civic Center Drive
 Thornton, CO 80229
 Attn: City Development Department
 Phone: 303-538-7295
 Fax: 303-538-7373

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.

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

32. 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.

33. 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 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.

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

35. 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.

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

37. 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 provisions contained herein, the intention being that such provisions are severable.

38. Annual and Continued Five Year Review. The Districts shall submit an annual report to the City in every year following the year in which the Order and Decree creating the Districts has been issued until the year following the dissolution of the Districts. Such annual report shall be submitted no later than six (6) months after the close of the Districts' fiscal year and shall include information as provided by City Code. The Districts shall submit an application every five years for a finding of reasonable diligence in accordance with section 32-1-1101.5 of the Special District Act to the City.

39. No Liability of City. The City 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

THE VILLAGE AT DRY CREEK
METROPOLITAN DISTRICT NOS 1-4,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Jim S White*
Its: President

ATTEST:

By: *Cherie Ann*
Its: ASST. SECRETARY

CITY OF THORNTON

Jack Ethredge
Name: Jack Ethredge
Title: City Manager

ATTEST:

Nancy A. Vincent
City Clerk

APPROVED AS TO FORM:

Margaret Emerick
City Attorney