

CONSOLIDATED SERVICE PLAN
FOR
WILDFLOWER METROPOLITAN DISTRICT NOS. 1, 2 and 3
TOWN OF FREDERICK, COLORADO

August 2005

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	General Overview	1
B.	Contents of Service Plan.....	2
C.	Modification of Service Plan	3
D.	Multiple District Structure.....	3
II.	PURPOSE OF AND NEED FOR THE PROPOSED DISTRICTS	4
A.	Purpose and Intent	4
B.	Need for Districts.....	4
C.	General Powers	5
1.	Powers Regarding Services and Facilities	5
2.	Miscellaneous Powers.....	6
III.	BOUNDARIES; POPULATION AND ASSESSED VALUATION ESTIMATES	7
A.	General.....	7
B.	Changes in Boundaries	8
C.	Configuration of Districts	8
D.	Population and Assessed Valuation Estimates	8
IV.	CAPITAL PLAN OF PROPOSED FACILITIES AND IMPROVEMENTS	9
A.	Water System	9
B.	Streets and Roadways	9
C.	Drainage Facilities	10
D.	Park and Recreation Improvements; Landscaping	10
E.	Sanitary Sewer Collection System.....	10
F.	Construction Standards	10

G.	Dedication of Improvements to Frederick	11
H.	Facilities and/or Services to be Provided by Other Entities	11
I.	Services of Districts	12
J.	Facilities Outside Boundaries	12
V.	FINANCIAL PLAN.....	12
A.	General Plan of Finance.....	12
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount	13
C.	Maximum Mill Levy.....	13
D.	Maximum Mill Levy Imposition Term.....	13
E.	Debt Repayment Sources.....	14
F.	TABOR Compliance.....	14
G.	Districts' Operating Costs.....	14
H.	Other Financial Information	14
VI.	GENERAL MATTERS	15
A.	Annual Report; Other Information Requests	15
B.	Reporting of Significant Events.....	15
VII.	CONSOLIDATION	16
VIII.	MATERIAL MODIFICATION OF SERVICE PLAN	16
IX.	INTERGOVERNMENTAL AGREEMENT	16
X.	DISSOLUTION	16
XI.	DISCLOSURE TO PURCHASERS	17
XII.	CONCLUSION.....	17

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions (A-1; A-2; A-3)
EXHIBIT B	Frederick Vicinity Map
EXHIBIT C	District Boundary Map
EXHIBIT D	Proof of Ownership for all Properties within Districts
EXHIBIT E	Capital Plan of Estimated Capital Costs
EXHIBIT F	Facilities Diagrams Depicting Public Improvements
EXHIBIT G	Financial Plan
EXHIBIT H	Form of Frederick Intergovernmental Agreement

I. INTRODUCTION

A. General Overview. This consolidated service plan (“Service Plan”) for Wildflower Metropolitan Districts Nos. 1, 2 and 3 (individually referred to as “District” or collectively referred to as the “Districts”) constitutes a combined service plan for three Title 32 special districts proposed to be organized to serve the needs of a new mixed-use development project which will be known as “Wildflower” or the “Project”. The owner of the property in the area to be developed is RH Frederick, LLC, a Colorado limited liability company, and any successor(s) in interest (collectively referred to as the “Developer”). Wildflower Metropolitan District No. 1 shall hereinafter be known as the “Operating District,” and Wildflower Metropolitan District Nos. 2 and 3 shall hereinafter be known as the “Financing Districts.” The proposed Districts are wholly located within the Town of Frederick, Colorado (“Town” or “Frederick”), and are generally located west of Interstate 25, east of Weld County Road 7, and north of Weld County Road 16.

The Districts will be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State law, local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan or any applicable Town policy or regulation.

The primary purpose of the Districts will be to finance the construction of the Public Improvements needed for the Wildflower development. Public Improvements mean a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, operated, maintained and financed as set forth in Section IV, below. The Public Improvements for the Wildflower development shall be dedicated to Frederick or its designee as provided in this Service Plan or as otherwise required by Frederick. A certain number of limited improvements will be dedicated to other serving districts or retained by the Operating District, as further provided herein, for the use and benefit of the inhabitants and taxpayers. Improvements and facilities to be provided by the Districts are generally described in Section IIC below, consisting of water, wastewater (sanitary sewer and storm drainage), streets, park and recreation facilities and other improvements needed for the Project.

This Service Plan addresses the improvements which are to be provided by the Districts and demonstrates how the Districts will work together to provide the necessary Public Improvements. Except as specified in this Service Plan, the Districts will not construct or own any improvements, will not provide for any maintenance, repair, or operations of any improvements, and will not perform any services, without the consent of Frederick as evidenced by the prior written approval of Frederick which may be granted administratively unless such action is deemed to be a material modification, in which case an amendment to this Service Plan must be granted pursuant to a resolution of approval of the Frederick Town Trustees.

The Financing Districts will serve to provide funding to the Operating District for construction, operation and maintenance of those facilities and improvements described and authorized herein. The Operating District will manage the financing and construction of such facilities and improvements, and will be responsible for operation and maintenance for certain

facilities and improvements as provided herein, until such facilities and improvements are dedicated and conveyed to Frederick or other public entities, or as otherwise approved by Frederick. Agreements between the Districts will identify the timing, purposes and scope of issuance of bonds by the Financing Districts to fund those activities, which activities shall be subject to and in compliance with this Service Plan. The “Financial Plan” in Section V contains a consolidated financial plan for the Districts as a result of the inherent financial ties which the Districts will have to each other for the provision of Public Improvements for the Project and for the payment of debt.

The use of a consolidated Service Plan for the proposed Districts will help ensure proper coordination of the powers and authorities of each respective District, and will help avoid confusion regarding the separate but coordinated purposes of the Districts which could arise if separate service plans were used. Unless otherwise specifically noted herein, all provisions of this Service Plan apply to the Districts collectively, and the obligations of this Service Plan apply to the Districts jointly and severally (such that the Town may take action with respect to any or all Districts in the event of a breach by any one District). Where necessary, however, specific reference is made to an individual District to help distinguish the powers and authorities of each District.

The Districts are intended to provide for the financing of Public Improvements for Wildflower development but are not intended to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and in the Intergovernmental Agreement with the Town. The area of the Districts’ boundaries will include approximately 266.41 acres. A legal description of the Districts’ boundaries is attached hereto as Exhibit A; a map of the Districts’ Boundaries is attached hereto as Exhibit C. Proof of Ownership for all properties within the Initial District Boundaries is attached hereto as Exhibit D. A vicinity map is attached hereto as Exhibit B. It is anticipated that one or more of the Districts’ individual boundaries change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth below.

B. Contents of Service Plan. This Service Plan includes a financial analysis and preliminary engineering information showing how the facilities and services of the Districts can be provided and financed. Numerous items are addressed in this Service Plan in order to satisfy the requirements of law relative to formation of special districts, as further specifically identified Section XII below. It is believed that each of the requirements of law is satisfied by this Service Plan. The following Organizers and participating consultants have prepared this Service Plan:

Developer: RH Frederick, LLC
 Attn: Michael A. Richardson
 1805 Shea Center Drive, Suite 250
 Highlands Ranch, CO 80129

Districts’ Council: White, Bear & Ankele, Professional Corporation

1805 Shea Center Drive, Suite 100
Highlands Ranch, Colorado 80129

Financial Advisor: Kirkpatrick Pettis
1600 Broadway, Suite 1100
Denver, CO 80202-4922

Engineer: Peak Civil Consultants
2828 Speer Boulevard, Suite 201
Denver, CO 80211

C. Modification of Service Plan. This Service Plan has been prepared with sufficient flexibility to enable the Districts to provide required services and facilities to meet the needs of the community under evolving circumstances. While the assumptions upon which this Service Plan are generally based are reflective of current zoning for the property within the proposed Districts, the cost estimates and Financial Plan are sufficiently flexible to enable the Districts to provide the necessary services and facilities without the need for repeated amendments to the Service Plan. Modification of the proposed configuration of improvements, scheduling of construction of such improvements, and the locations and dimensions of various facilities and improvements shall be permitted to accommodate development needs, provided such modifications are consistent with zoning for the property and approved through Frederick land development procedures. Other types of modifications and the procedures for their review and approval are as specified herein. All improvements will be designed and constructed solely in accordance with the standards and specifications established by Frederick and in effect from time to time, and with the applicable standards and specifications of other governing public entities having jurisdiction, unless otherwise approved in advance and in writing by Frederick.

D. Multiple District Structure. This Service Plan defines the powers and authorities of, as well as the limitations and restrictions on, the proposed Districts. The Operating District will be responsible for managing the construction of all facilities and improvements, and for operation and maintenance of any facilities or improvements which are not conveyed to Frederick or its designee. The Financing Districts will be responsible for providing the funding and tax base needed to support the Financial Plan for capital improvements and to fund ongoing operations.

Various agreements are expected to be executed among the Districts clarifying the nature of the functions and services to be provided by each District, and among the Districts, or any one of them, and Frederick to address additional matters regarding the relationships between the Districts and Frederick. A description of such agreements shall be included in the annual report to be provided by the Districts to Frederick, as described in Section VI.B. The agreements will be designed to help assure the orderly development of essential services and facilities resulting in a community which will be both an aesthetic and economic asset to Frederick.

Establishment of the proposed Districts will create several benefits for the inhabitants of the community and Frederick. In general, those benefits are: (a) coordinated administration of construction and operation of Public Improvements and delivery of those improvements in a

timely manner; (b) maintenance of a reasonably uniform mill levy and reasonable tax burden on all residential and commercial areas through controlled management of the financing and operation of Public Improvements; and (c) assured compliance with state laws regarding taxation which permits the issuance of bonds at the most favorable interest rates possible.

II. PURPOSE OF AND NEED FOR THE PROPOSED DISTRICTS

A. Purpose and Intent. The primary purpose of this Service Plan and the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements for the Project from the proceeds of debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the maximum mill levy limitation as defined below. Debt which is issued within the parameters described in the Financial Plan will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish limited purposes for the Districts and explicit financial constraints. The objective of the Districts is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the Town, to retain only the power necessary to impose and collect taxes or fees to pay for these costs. District "Debt" shall include, but not be limited to, bonds or other obligations and expenses incurred in the course of financing and constructing, acquiring, installing, operating and maintaining, the public facilities and improvements of the Districts, costs of any anticipated financing, including interest, costs of issuance, and any expenses related to the organization and initial operation of the Districts.

B. Need for the Districts. There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and/or 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.

Operations and maintenance of water, sanitary sewer, storm drainage, street and traffic safety and park and recreation improvements will initially be provided by the Districts during the construction phases, with ownership, operations and maintenance to be assumed by Frederick, Left Hand Water District, St. Vrain Sanitation District, Carbon Valley Recreation District or other designee as appropriate, upon final acceptance thereof. Frederick does not consider it feasible or practicable to provide Wildflower with the Public Improvements. Consequently, it is necessary that the proposed Districts be organized to provide the residents and taxpayers with the necessary Public Improvements.

C. General Powers. The proposed Districts will have power and authority to provide only the services and facilities described in this Service Plan; however, the powers and authorities of each District will be allocated and further refined in a Master Intergovernmental Agreement (“Master IGA”), as referred to in Section I D, above. The Master IGA shall be subject to review and approval by Frederick prior to its execution by the Districts, and may be voted upon and approved by the Districts’ voters. For purposes of applicable state laws and Frederick requirements, the execution and implementation of a Master IGA that is consistent with the provisions of this Service Plan shall not constitute an amendment of this Service Plan, but shall constitute an integral element of the Plan for the Districts and shall be considered a binding agreement between the Districts regarding implementation of the powers contained in this Consolidated Service Plan. Termination or material amendments to the Master IGA shall be deemed a material modification of this Service Plan and shall be subject to the Town’s prior approval.

1. Powers Regarding Services and Facilities. The Operating District shall have authority to undertake only those activities and to provide only those services and facilities set forth below. The Financing Districts shall have only the authority to provide the funding to the Operating District necessary for activities to be undertaken by the Operating District. Funding for capital improvements will be provided by the issuance of bonds by the Financing Districts at the times set forth in this Service Plan. All improvements shall be dedicated and conveyed to the Town or its designee. The Operating District is authorized to undertake operation and maintenance activities only for the warranty period and until acceptance of improvements to be dedicated and conveyed to the Town or its designee. It is intended that the Districts will provide those facilities and services as defined by this Service Plan and will continue to exist to operate and maintain all of those facilities not dedicated to, or otherwise owned by, the County or other entity having proper jurisdiction. The following activities shall be permitted and the following services and facilities provided within the boundaries of the Districts:

a. Water; General Facilities. Subject to subsection b, below, the design, acquisition, installation, construction and operation and maintenance of a complete water and irrigation water system, including but not limited to transmission and distribution systems for domestic and other public or private purposes, together with all necessary and proper facilities, equipment and appurtenances incident thereto which may include, but shall not be limited to, transmission lines, distribution mains and laterals, land and easements, together with extensions of and improvements to said systems.

b. Wastewater Facilities (Sanitation and Drainage). The design, acquisition, installation, construction and operation and maintenance of storm or sanitary sewers, or both, flood and surface drainage, gutters, culverts, storm sewers and other drainage facilities, detention ponds, retaining walls and appurtenances, wastewater disposal lines, vaults, lift stations, and related facilities, and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

c. Streets. The design, acquisition, installation, construction, operation and maintenance of street and roadway improvements, including but not limited to

curbs, and entry monumentation, as well as sidewalks, bridges, underpasses, emergency access streets, parking facilities, paving, lighting, sleeving, grading, landscaping, snow removal equipment, and other street improvements, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

d. Traffic and Safety Controls. The design, acquisition, installation, construction, operation and maintenance of traffic and safety protection facilities and services through traffic and safety controls and devices on streets and highways, as well as other traffic and safety protection facilities and improvements including but not limited to, main entry buildings, signalization at intersections, traffic signs, area identification signs, directional assistance, and driver information signs, together with all necessary, incidental, and appurtenant facilities, land easements, together with extensions of and improvements to said facilities.

e. Parks and Recreation. The design, acquisition, installation, construction, operation and maintenance of public park and recreation facilities or programs including, but not limited to, swimming pools and spas, tennis courts, exercise facilities, bike paths, hiking trails, pedestrian trails, pedestrian bridges, pedestrian malls, public fountains and sculpture, art, and botanical gardens, equestrian trails and centers, picnic areas, skating areas and facilities, common area and right-of-way landscaping and irrigation, weed control, outdoor lighting of all types, community events and other facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems. Park and recreation facilities shall, in accordance with the agreements with the Town be either, dedicated and conveyed to the Town, to the Carbon Valley Recreation District, or owned, operated and maintained by the Districts as appropriate and designated by the Town.

f. Mosquito and Pest Control. The design, acquisition, installation, construction, operation, and maintenance of systems and methods for the elimination and control of mosquitoes, rodents and other pests.

2. Miscellaneous Powers. The Districts shall have the following miscellaneous powers with respect to activities to be conducted pursuant to this Service Plan.

a. Legal Powers. The powers of the Districts will be exercised by their Boards of Directors only to the extent necessary to provide the services, facilities, and improvements authorized to the Districts in this Service Plan. The foregoing services, facilities, and improvements will be undertaken in accordance with, and pursuant to, the procedures and conditions contained in the Special District Act, other applicable statutes and this Service Plan, as any or all of the same may be amended from time to time.

b. Other. In addition to the powers enumerated above, the Boards of Directors of the Districts shall also have the following authority:

i. With the prior written consent of Frederick, to amend this Service Plan as needed, subject to applicable state and local laws contained in Title 32, C.R.S.,

and the Frederick Code, as amended and in effect from time to time, and subject to the requirement that a formal service plan amendment shall be required for any material modification. With such prior written consent of Frederick, each District shall have the right to amend this Service Plan independent of participation of the other Districts on condition that no District shall be permitted to amend those portions of this Service Plan which, in the opinion of the other Districts, affect, impair, or impinge upon the rights or powers of the other Districts without such other Districts' written consent. No District shall be permitted to depart from or attempt to amend this Service Plan in any way which, in the opinion of the other Districts, materially affects the activities of the other District as contemplated herein including, but not limited to, the efforts of the Operating District exclusively to manage the payment, construction, operations and maintenance of facilities as contemplated herein; and

ii. With the prior written consent of Frederick and the Operating District, to forego, materially reschedule or restructure the payment for and construction of certain improvements and facilities in order to better accommodate the pace of growth and resource availability within the Financing Districts, or if the development of the improvements and facilities would best be performed by another entity; and

iii. To exercise such additional powers as are expressly or impliedly granted by Colorado law in order to provide the services, facilities and improvements expressly authorized to the Districts in this Service Plan.

III. BOUNDARIES; POPULATION AND ASSESSED VALUATION ESTIMATES

A. General. Wildflower will contain approximately 266.41 acres of real property, divided into several development phases planned for commercial development and residential communities. The improvements which are described in this Service Plan are necessary and applicable for the entirety of Wildflower.

The service areas of the Districts are described as all real property within the boundaries of the Districts. The Districts' boundaries are more particularly depicted for each of the Districts in the map contained in Exhibit C. A legal description for the Operating District is attached as Exhibit A-1. Legal descriptions of the boundaries of the Financing Districts are attached as Exhibits A-2 and A-3, respectively. The service areas of the Districts are more particularly discussed in Section III C which follows.

Exhibit B is a Frederick vicinity map which reflects the Districts' location within current Frederick boundaries. The petitioners assure that the Districts are entirely within the current boundaries of Frederick. The Developer of Wildflower, RH Frederick, LLC, and any successor(s) in interest, is the proponent of the Districts and represents that it holds title to the property within the Districts' boundaries as noted in Exhibit D attached hereto incorporated herein.

B. Changes in Boundaries. The Districts may adjust their boundaries within the 266.41 acre Wildflower Project area as necessary to match development and product type within

their boundaries (currently District No. 2 contains commercial properties and District No. 3 contains residential properties). It is anticipated that one or more of the Districts' individual boundaries change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth herein. Other than for such adjustments and in the event that new property not currently within any of the Districts is included into one or more of the Districts or property that is not currently within one or more of the Districts excluded from the Districts, the Districts shall be required to obtain written approval from Frederick Trustees prior to seeking any inclusion or exclusion of property to or from the Districts, or any other change in their boundaries. Any such approval may be given administratively by resolution of Frederick. Any exclusion may be on the condition that there is no detriment to the remaining residents and taxpayers within the District, or to the Districts' bondholders, and on such other conditions as Frederick may impose.

C. Configuration of Districts. In order to implement the multiple district structure contemplated herein, the boundaries and individual service areas of the Operating District and the Financing Districts need to be carefully configured. The service area (the area legally permitted to be served) of the Operating District will consist only of the property within the Financing Districts' and Operating District's legal boundaries as described on Exhibit A. The service area of the Financing Districts will be the Financing Districts' legal boundaries as described on Exhibit A. The Operating District will have power to impose taxes consistent with this Service Plan only within its legal boundaries, but will be permitted to provide public services to its entire service area and will be permitted to impose fees and charges consistent with this Service Plan for such services in the areas served. The Financing Districts will have power to assess taxes and other charges consistent with this Service Plan only within its service area to fund the Financing Districts' obligations to the Operating District. It is currently anticipated that no residential units will be located within the Operating District. The Financing Districts are expected to contain residential properties, comprised of single and multi-family homes and commercial properties.

D. Population and Assessed Valuation Estimates. The initial estimate of projected assessed valuations within the Districts is set forth in Exhibit G which contains the Financial Plan for the Districts. The Wildflower subdivision is being developed for the anticipated construction of 354 single-family residences and approximately 87,120 square feet of commercial property. The current population of the Districts is zero (0). The estimated population of the Districts at full build-out is 883 people, subject to development approval by the Town. It is acknowledged that the Town development standards and requirements may affect the foregoing numbers of anticipated homes and population. The property is currently zoned residential and commercial. All development projections are, of course, dependent upon market activity, governmental regulations, general economic conditions, and other factors over which the Districts and Developer have no control.

IV. CAPITAL PLAN OF PROPOSED FACILITIES AND IMPROVEMENTS

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and/or financing of the Public Improvements, both within and outside of their boundaries, to be more specifically defined in an Approved Development Plan. The Capital Plan, attached hereto as Exhibit E, includes a list of the Public Improvements to be developed by the Districts in phases and an estimate of the cost of the Public Improvements. Facilities Diagrams depicting Public Improvements are attached hereto as Exhibit F. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is estimated to be approximately \$12,242,339.00.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary, in their discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town or other entity that is intended to have ownership and/or operation and maintenance responsibility for the Public Improvements and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the facilities diagrams depicting Public Improvements as necessary, and will prepare for the issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit E assume construction to applicable local, State or Federal requirements.

A. Water System. The water system will consist of a water distribution system consisting of buried water mains, fire hydrants, and related appurtenances located predominantly within the Districts' boundaries. Upon prior approval of Frederick, the Districts may finance the construction of water facilities outside the Districts' boundaries if necessary to provide water service to the area within the Districts. The final configuration of the internal water system is yet to be designed. When design and construction are finalized, the system will serve each development tract from adjacent streets and roads. The water distribution system will be dedicated to Left Hand Water District and Frederick as appropriate.

B. Street and Roadways. The Operating District shall design, construct and install curbs, gutters, culverts, drainage ditches, sidewalks, box culverts, tunnels, paving, lighting, landscaping and other road, street and drainage facility improvements which the Project will require, as well as necessary traffic and safety protection devices and controls. All public streets and streets dedicated by plat within the Districts will be maintained by Frederick or its designee upon completion and Frederick's acceptance thereof or its designee. With the exception of private roads within the Districts, snow removal and other roadway maintenance on roads within the Districts will be Frederick's responsibility upon completion and acceptance.

C. Drainage Facilities. The storm drainage facilities will be owned, operated and maintained by Frederick, or its designee, after dedication and acceptance. Notwithstanding the foregoing, Frederick may convey or require the conveyance of such facilities to another governmental or quasi-governmental entity, including but not limited to a regional drainage authority established by Intergovernmental Agreement (“IGA”) or a sanitation district.

D. Park and Recreation Improvements; Landscaping. The park and recreation improvements to be constructed by the Districts include common area landscaping, open space, irrigation improvements, park and trail improvements. Landscaping improvements may consist of irrigated turf, hardscape, walkways, shrubs, mulch beds, and various amenity features. Recreation improvements are proposed to be distributed throughout the Project. The trail system is anticipated to include a combination of concrete walkways, gravel trails, necessary signage and identification markers and other ancillary trail hardscape such as benches and tables.

E. Sanitary Sewer Collection System. The sanitary sewer collection system shall include buried sewer mains, manholes and related appurtenances located predominantly within the Financing Districts’ boundaries. The Districts may finance and construct sanitary sewer facilities outside the Districts’ boundaries if necessary to provide sanitary sewer service to the area within the Districts. All wastewater facilities will be owned, operated and maintained under management of the sanitation district serving the property. The serving sanitation district will charge system users for its services in accordance with district policies. The exact configuration of the sanitary sewer collection system is currently being designed. The sewer system components will be designed and installed in accordance with the applicable standards of the sanitation district serving the Project and all entities with jurisdiction over the Districts including the Colorado Department of Health.

F. Construction Standards. All proposed facilities and improvements shall be designed and constructed solely in accordance with the standards and specifications established by Frederick or other entity that is intended to have ownership and/or operation and maintenance responsibility for the Public Improvements and in effect from time to time, and with the applicable standards and specifications of other governmental entities having jurisdiction. Such other entities may include, but are not limited to, the Left Hand Water District, Town of Frederick, St. Vrain Sanitation District, Carbon Valley Recreation District, the federal government, and the State of Colorado. The Operating District will obtain approval of civil engineering plans and a permit for construction and installation of improvements from Frederick prior to the installation of any improvements. The Districts shall be subject to all applicable provisions of the Frederick Town Code, and to all Town rules, regulations and policies with respect to the conduct of its work on the improvements, as in effect from time to time.

G. Dedication of Improvements to Frederick. Other than as specifically set forth within this Service Plan, the Districts shall dedicate and convey to Frederick, or cause to be dedicated and conveyed to Frederick or other public entities, as might be required, all public water and wastewater improvements and facilities; all public streets and street improvements and facilities; all public drainage improvements and facilities, and all public sidewalks, as well as all rights-of-way, fee interests, and easements necessary for access to and operation and maintenance of such improvements and facilities. Frederick may also require the dedication and

conveyance of any other facilities and improvements contemplated in this Service Plan, together with necessary rights-of-way, fee interests, and easements. All such improvements, facilities, easements, and rights-of-way shall be conveyed to Frederick or other public entity upon completion of construction or installation in accordance with the acceptance and warranty requirements of Frederick or such other public entity, as appropriate. All improvements, facilities, rights-of-way, fee interests and easements shall be conveyed and dedicated to Frederick by instruments acceptable to Frederick, free and clear of all liens and encumbrances except those which are acceptable to Frederick.

H. Facilities and/or Services to be Provided by Other Entities. The Districts propose to construct or acquire the Public Improvements necessary to serve the Districts' residents and taxpayers, but are not authorized and will not provide ongoing water or sanitary sewer services, or ongoing park and recreation services unless approved or directed by Frederick. It is intended that Left Hand Water District shall provide the water service in conjunction with Wildflower. The St. Vrain Sanitation District shall provide sanitary sewer service, and Frederick shall provide law enforcement services and other municipal services, as appropriate. The Frederick/Firestone and Mountain View Fire Protection Districts shall provide fire protection services in the area. It is a condition of this Service Plan that petitions for inclusion in the foregoing districts shall be submitted to the respective districts for inclusion of the property within the Districts, with the exception of any portion of the Districts that is already included in another district providing the same type of service. Nothing herein shall limit or discharge the Districts' responsibilities for operation, maintenance, and repair of Public Improvements prior to their acceptance by the Town or its designee, or the Districts' warranty obligations.

Due to St. Vrain's Sanitation District's current position of withholding consent to allow overlapping special districts to exercise sanitation powers, there will be no funding of sanitation improvements or the exercise of sanitation powers by the District, except as provided for and contemplated herein. In the event St. Vrain Sanitation District gives written consent for the Districts' funding and/or exercise of sanitation powers granted by Title 32, Colorado Revised Statute, the Districts shall have the ability to exercise of such power including the ability to finance, design, acquire, install, and construct sanitary sewer lines and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental, and appurtenance facilities, land and easements, and all necessary extensions of and improvements to said facility or system without any Service Plan amendment, except for any corresponding and necessary debt limit and/or mill levy cap increase that may become necessary to accommodate the financing of such improvements. The Districts shall not fund or exercise sanitation powers without St. Vrain's consent. Evidence of St. Vrain's consent, if any shall be provided to Frederick.

I. Services of Districts. The Operating District will require operating funds to plan and cause the facilities contemplated herein to be completed. Such costs are expected to include reimbursement of organizational costs, legal, engineering, accounting, impact fees, bond issuance costs and compliance with state reporting and other administrative requirements. An overall Financial Plan showing the anticipated operating costs, phasing of bond issues, and related matters is attached as Exhibit I.

J. Facilities Outside Boundaries. The Districts shall not construct any facilities outside the boundaries of the Districts except as necessary to connect to the facilities of other entities involved in providing services to the Districts as described in this Service Plan, or as approved or directed by Frederick or other governmental entities having jurisdiction.

V. FINANCIAL PLAN

A. General Plan of Finance. The Operating District shall be responsible for construction of the facilities described herein to the extent the Financing Districts have the financial resources to provide funding to the Operating District for construction of such facilities. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan attached to this Service Plan as Exhibit G shows how the proposed services and facilities may be financed and operated by the Districts. Preliminary debt repayment schedules for the Districts non-rated bonds (assuming a 30-year term, no credit enhancement, a debt service mill levy of 35.0 mills for residential and 11.0 mills for commercial properties) are also attached as Exhibit G. The Financial Plan demonstrates one possible method that may be used by the Districts to finance the cost of infrastructure. At the time bonds are proposed to be issued, alternative financial plans may be employed and be utilized by the Districts subject to prior administrative approval by Frederick.

The Districts' Financial Plan shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed \$16,000,000.00 and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above, and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general *ad valorem* taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

Prior to the issuance of long-term bonds, the Districts may issue bond anticipation notes or other multiple-fiscal year financial obligations secured by the revenues generated from property taxes and capital facilities fees collected by the Districts. Credit enhancement may be provided for any obligation of the Districts, if necessary. The Districts may make multiple-fiscal year financial obligation pledges secured by property taxes, specific ownership taxes and the capital facilities fee revenue to fund the acquisition and installation of the Public Improvements for Wildflower. Revenue from property taxes, specific ownership taxes and capital facilities fees and from other available sources will be used to retire District bonds, other debt or multiple-fiscal year financial obligations.

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

12%. The proposed maximum underwriting discount will be 4%. 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 Mill Levy. The Maximum Mill Levy, shall be fifty (50.0) mills; provided that, on or after January 1, 2005, the fifty (50.0) mill tax rate may be increased to compensate for any decreases in the assessed valuation of the property within the District necessitated by state law pursuant to Article X, Section 3 of the Colorado Constitution commonly referred to as the Gallagher Amendment or any other legislation causing a reduction in the assessed valuation of residential properties. In the event of legislation implementing changes in the ratio of actual valuation to assessed valuation for residential real property, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution, the mill levy limitation provided herein will be increased or decreased as to all taxable property in the District to reflect such changes; so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, 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. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State or Federal law.

Obligations of the Districts in the IGAs discussed herein will not count against the debt limitation, but will be subject to the Maximum Mill Levy set forth herein. Any change in the debt limitation shall be considered a material modification of the Service Plan. The debt limitation shall not otherwise be increased unless approved by Frederick and as permitted by statute. Except for the payment of sewer revenue debt and other construction financing with the proceeds of general obligation bonds as provided below, any refunding of any District financial obligations shall not extend the maturity of the obligations being refunded nor increase the total debt service thereon.

To the extent that the Districts are composed of, or subsequently organized into, one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" 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 for purposes of the application of this definition. The creation of one or more subdistricts shall not be permitted as a means of exceeding or surpassing any limitations placed upon the Districts pursuant to this Service Plan, including but not limited to the maximum Debt and the Maximum Mill Levy.

D. Maximum Mill Levy Imposition Term. The Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the voters of the Districts imposing the mill levy vote in favor of extending the Maximum Mill Levy Imposition Term.

E. Debt Repayment Sources. Each of the Districts may impose a mill levy on taxable property within their boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other

revenue sources authorized by law. At the Districts' discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the total mill levy in any District exceed the Maximum Mill Levy or, for residential property within a District, the Maximum Mill Levy Imposition Term. In addition to ad valorem property taxes, and in order to offset the expenses of the anticipated construction as well as operations and maintenance, the Financial Plan assumes various sources of revenue, including specific ownership taxes, facilities fees and other district revenues.

F. TABOR Compliance. The Districts will comply with the provisions of Article 10, Section 20 of the Colorado Constitution as may be amended from time to time ("TABOR"). In the discretion of the Boards, the Districts may set up other qualifying entities to manage, fund, construct and/or operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

G. Districts' Operating Costs. The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be not more than \$100,000.00, which will be eligible for reimbursement from Debt proceeds. As discussed herein, it is anticipated that the Districts will enter into a Master IGA which is expected to clarify the responsibility of the Districts to provide for operating expenses incurred for the provision of services shall constitute "debt" of the Financing Districts. Accordingly, mill levies certified to make necessary payments to the Operating District will be characterized as debt service mill levies notwithstanding that they are imposed to pay contractual obligations for operations and maintenance services provided by the Operating District. The Operating District anticipates borrowing its initial operating funds from the Developer until such time as it is able to generate operating revenues from the Financing Districts.

H. Other Financial Information. No provision of the Service Plan shall be construed to restrict the issuance of any form or type of bond, note or other multiple-fiscal year financial obligation of the Districts; provided that the projections in the Service Plan are not materially modified. The Financial Plan illustrates that adequate revenues are available from various sources for the payment of debt issued to provide Public Improvements for Wildflower, thus eliminating risks of excessive property tax levies or bond defaults or other potential risks of financing.

Alternate financial plans may also be implemented without having to amend or modify the Service Plan, if subsequently determined by the Districts to be in its best interests and if in material compliance with the projections in the Service Plan. The Districts may issue variable rate bonds or notes, if interest and other issuance costs are less than the financing costs projected in the Financial Plan. Alternatively, the Districts may issue unsecured or partially credit enhanced, non-rated, fixed rate bonds to financial institutions, which might cause interest rates, debt service and other issuance costs to be higher than the financing costs projected in the Financial Plan. In such event, the Districts will adjust the size of the bond issue so that bond repayments can be made from the projected revenue available to the Districts.

The Districts shall, without limiting other financing alternatives or having to amend or modify the Service Plan, be entitled to change the structure of the Financial Plan, including without limitation by enabling the Districts to obtain financing directly from Developer, other developers, financial institutions, or accredited investors in compliance with State law. The Districts may obtain funding directly from Developer and repay and reimburse such obligations from property tax collections, specific ownership taxes, and revenues generated under the facilities fee or from other available funds of the Districts. The Districts shall also be entitled to issue contingent repayment obligations of the debt estimated in the Service Plan on condition that the provisions of such contingent repayment obligations are (i) in compliance with State law, (ii) subordinate to senior debt obligations of the Districts, and (iii) subject to the maximum property tax levy authorized herein. The Districts shall obtain an opinion from bond counsel for any bonds issued to Developer.

Upon approval of the Service Plan, the Districts will continue to develop and refine the cost estimates for the Public Improvements needed for Wildflower and to implement a viable bond financial plan therefore. Costs for construction, engineering and contingencies, capitalized interest, reserve requirements, credit enhancement/letter of credit fees, and other costs of financing will be included in the bond financial plan, as appropriate. All construction cost estimates assume construction in compliance with the requirements of the Town and other governmental agencies, if applicable.

VI. GENERAL MATTERS

A. Annual Report; Other Information Requests. In accordance with Town of Frederick's metropolitan district policy, the Districts shall be responsible for submitting an annual report to Frederick not later than September 1 of each calendar year. The annual report shall be filed with the Frederick Town Clerk. The requirements of the annual report may be waived in whole or in part by the Frederick Town Board, if such reporting requirements place an undue hardship on the Districts. The annual report shall reflect activity and financial events of the Districts through the preceding December 31 (the "Report Year").

B. Reporting of Significant Events. The annual report shall comply with the Town's policy then in effect.

VII. CONSOLIDATION

The Districts shall not file a request with the district court to consolidate with another district without the prior written approval of Frederick, unless it is with another Wildflower Metropolitan District.

VIII. MATERIAL MODIFICATION OF SERVICE PLAN

In the event it is determined that the District undertake any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, Frederick

may utilize the remedies set forth in the statutes to seek to enjoin the actions of the Districts, may withhold issuance of any permit, authorization, acceptance or administrative approval for the Wildflower development, and may exercise any other rights available to it at law or in equity. The Districts shall pay any and all costs, including attorney's fees, incurred by the Town in enforcing any provision of the Service Plan. To the extent permitted by law, the Districts hereby waive the provisions of Section 32-1-207(3) (b), C.R.S., and agree they will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

IX. INTERGOVERNMENTAL AGREEMENT

The Districts shall enter into an intergovernmental agreement with the Town which shall be similar to the form set forth in Exhibit H ("Town IGA"). The Town IGA shall address, among other things, the method, timing, and amount of revenues that will be shared by the Districts to off-set regional and town-wide impacts of the Districts, as further described in the Town Metro District control ordinance, as the same may be amended from time to time and the operation and maintenance responsibilities associated with Tract H Park. The Districts shall not incur any debt, or impose any taxes, fees or charges until the Town IGA is approved by the Town, which approval shall not be unreasonably withheld or denied.

X. DISSOLUTION

Upon an independent determination of the Town Trustees that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court in and for Weld County, Colorado 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.

XI. DISCLOSURE TO PURCHASERS

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

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-204.5, 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 their 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, through Weld County, or through 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;
7. The proposal is in substantial compliance with the Town's Master Plan;

8. The proposal is in compliance with any duly adopted Town, 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;

10. The creation of the Districts is in the best interests of the residents and future residents and taxpayers of the area proposed to be served;

11. The proposal is in substantial compliance with Town policy regarding metropolitan districts; and

12. 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.

Therefore, it is hereby respectfully requested that the Town Trustees of the Town of Frederick, Colorado, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-204.5, C.R.S., *et seq.*, as amended, adopt a resolution, which approves this “Consolidated Service Plan for Wildflower Metropolitan District Nos. 1, 2 and 3”, as submitted.

Respectfully submitted,

White, Bear & Ankele
Professional Corporation

EXHIBIT A
Legal Descriptions
(A-1; A-2; A-3)

EXHIBIT B
Frederick Vicinity Map

EXHIBIT C
District Boundary Map

EXHIBIT D

Proof of Ownership for all Properties within Districts

EXHIBIT E
Capital Plan of Estimated Capital Costs

EXHIBIT F
Facilities Diagrams Depicting Public Improvements

EXHIBIT G
Financial Plan

EXHIBIT H

Form of Frederick Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
between
THE TOWN OF FREDERICK, COLORADO
and
WILDFLOWER METROPOLITAN DISTRICT NO. 1, 2 AND 3

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the ____ day of _____, 2005, by and between the **TOWN OF FREDERICK**, a political subdivision of the State of Colorado (“Frederick” or the “Town”), and **WILDFLOWER METROPOLITAN DISTRICT NOS. 1, 2 AND 3**, quasi-municipal corporations and political subdivisions of the State of Colorado (individually the “District” or collectively the “Districts”). Frederick and the District 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 District’s Consolidated Service Plan dated August 2005 and approved by the Town of Frederick on _____, 2005, by Resolution No. _____ (“Service Plan”) for Wildflower Metropolitan District Nos. 1 – 3 (collectively the “Districts”); and

WHEREAS, the Wildflower Metropolitan District No. 1 (“Operating District”) is authorized as an Operating District to provide for the construction, installation, operations and maintenance, and coordination of the financing for the capital facilities and services in connection with the development of a new community to be constructed within the boundaries of Frederick including all properties within the Districts (the “Development”); and

WHEREAS, the Service Plan makes reference to and requires 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;

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

COVENANTS AND AGREEMENTS

1. Application of Local Laws. The Districts hereby acknowledge that the property within their boundaries shall be subject to all of the ordinances, rules and regulations of the Town (“Town Regulations”), including, but not limited to, those relating to zoning, subdividing, building, land use, impact fees, and exactions, and to all related Town land use policies, as the Town Regulations and such policies may be amended from time to time. Neither the Service Plan nor this agreement shall be interpreted so as to limit or restrict the enforcement of the Town Regulations.

2. Nature of Operating District. The Operating District agrees that it is organized for the purpose of coordinating the construction, installation, acquisition, operations and maintenance, and financing of certain Public Improvements for the service area designated as the proposed Wildflower development in accordance with the Service Plan for the Districts and this Agreement. Public Improvements mean a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, operated, maintained and financed as set forth in the Service Plan for the Districts. The Operating District is not intended to and shall not provide service outside its boundaries without the approval of the Town. Further, the Districts are not intended to and shall not exist perpetually, but instead shall be dissolved in accordance with the Service Plan and this Agreement.

3. Change in Boundaries. The Districts agree that, as set forth in the Service Plan, except for boundary modifications between the Districts, inclusion of properties within, or any exclusion of properties from, their boundaries shall be subject to either the prior written administrative approval of the Town, or the prior written approval by the Town Board of Trustees of the Town, as evidenced by a resolution. Any inclusion or exclusion that has been given such prior written approval by the Town shall not constitute a material modification of the Service Plan; any purported inclusion or exclusion that has not been so approved shall be void and of no effect.

4. Review of District Submittals. The District agrees to reimburse the Town for all administrative and consultant costs incurred by the Town for any Town review of reports, plans, submittals, or other materials or requests provided to the Town by the District pursuant to the Service Plan or state law.

5. Financing of Improvements. The Districts shall be empowered to finance the construction, acquisition, installation, operation and maintenance of the public facilities as set forth in the Service Plan. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general *ad valorem* taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. The Districts intend to recover of a portion of the costs of the construction and installation of the Public Improvements for the Development as provided in the Service Plan through imposition of appropriate facilities fees.

6. Ownership and Maintenance of Improvements. The parties agree that the District shall not be permitted to undertake ownership and operation of public facilities and services except as set forth in the Service Plan and as set forth herein.

a. The District agrees to be responsible for and coordinate with Frederick regarding the maintenance of the park to be constructed by Frederick on Tract H as shown on the Final Plat of Wildflower Subdivision Filing No. 1. Upon the written consent of Frederick, the District shall be permitted to delegate its duties and obligations related to the Park to the Wildflower Master Owners Association, Inc., a Colorado nonprofit corporation (the "HOA").

7. Consolidation. The District shall not file a request with the district court to consolidate with another district without the prior written approval of Frederick, except with regard to consolidation with another Wildflower Metropolitan District.

8. Dissolution. The District agrees that it shall take all action necessary to dissolve the District upon the request of the Town as provided in the Service Plan.

9. Notice of Meetings. The District agrees that it shall submit a copy of the written notice of every regular, special meeting, and work session of the District's Board of Directors to the Office of the Frederick Town Administrator, by mail, facsimile or hand delivery, to be received at least three (3) days prior to such meeting. The District agrees that it shall also submit a complete copy of meeting packet materials for any such meeting to the Office of the Frederick Town Administrator, by mail, facsimile or hand delivery, to be received at least one (1) days prior to such meeting.

10. Annual Report. The District shall be responsible for submitting an annual report to the Town in compliance with the Town's policy then in effect.

11. Provision Applicable to Each District. The provisions of this Agreement shall apply jointly and severally to each district constituting the Districts as defined above.

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

13. 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.

14. Enforcement. The parties agree that this agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.

15. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the appropriate district court of the State of Colorado pursuant to the appropriate rules of civil procedures.

16. Conservation Trust Fund; Greater Outdoors Colorado and Eminent Domain.
The District shall be prohibited from claiming entitlement to funds from the Conservation Trust Fund. The District shall not apply for any grants from Greater Outdoors Colorado without prior written approval from the Town. Further, the District agrees that it shall not be authorized or undertake any eminent domain actions pursuant to Section 32-1-1004(4), C.R.S., without prior written approval from the Town.

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

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

19. Assignability. Other than as specifically provided for in this agreement, neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other parties.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

TOWN OF FREDERICK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM
AND CONTENT

APPROVED AS TO FORM

Town Manager Town Attorney IN WITNESS WHEREOF, the Parties
hereto have executed this Agreement to be effective as of the day and year first above written.

WILDFLOWER METROPOLITAN DISTRICT
NO. 1

By: _____
President

ATTEST:

By: _____
Secretary

WILDFLOWER METROPOLITAN DISTRICT
NO. 2

By: _____
President

ATTEST:

By: _____
Secretary

WILDFLOWER METROPOLITAN DISTRICT
NO. 3

By: _____
President

ATTEST:

By: _____
Secretary