

**SERVICE PLAN FOR
HARRISON OAKS METROPOLITAN DISTRICT
CITY OF GREENWOOD VILLAGE, COLORADO**

Prepared by:

**Spencer Fane LLP
1700 Lincoln Street, Suite 2000
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Div of Local Government**

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Service Plan for Harrison Oaks Metropolitan District
City of Greenwood Village, Colorado

I. INTRODUCTION

A. Purpose and Intent.

This Service Plan, submitted in accordance with the Special District Act (Section 32-1-101, *et seq.*, C.R.S., as amended), sets forth a proposal for the creation of the Harrison Oaks Metropolitan District (the "District"). The District will own, maintain, repair, replace, and operate certain public improvements for the residential community of the Harrison Oaks development (the "Community"). The Community is being developed by Harrison Oaks North LLC and Harrison Oaks South LLC (the "Developer"), pursuant to such land use submittals approved by the City of Greenwood Village (the "City"). The District boundary encompasses the entirety of the Community. The majority of the improvements to be constructed by the District will be constructed for the use and benefit of the inhabitants and taxpayers of the District and may be open to public use as well.

Because the Community will not be served by a Home Owners Association ("HOA"), the District will maintain ownership of the public improvements in the Community not dedicated to the City, ("Public Improvements") and will be responsible for their ongoing operation and maintenance as well as the provision of design review and covenant enforcement services normally provided by a HOA, ("District Activities"). There are many general advantages that the District will have over a traditional HOA, including the following:

1. The District will fund its services by imposing a property tax on property within the District, rather than collecting HOA dues or other fees. This results in operational efficiencies, as Arapahoe County will collect the taxes that the District levies, eliminating the costs associated with managing and billing individual accounts and expensive collection efforts on the part of a HOA.
2. The fact that property taxes are collected also means that the homeowners should be able to deduct the cost of District services, imposed via property taxes, on their federal income tax return, rather than paying nondeductible HOA dues.
3. District services and facilities are provided under the protection of the Colorado Governmental Immunity Act, which generally limits the liability of a district and in many instances eliminates liability altogether. This limitation has the direct result of lowering insurance costs that would otherwise be paid by the HOA, often dramatically.
4. While not contemplated initially, if borrowing is later required and permitted by the City to complete capital project or replacement, the District will be able to borrow at significantly reduced, tax-exempt interest rates unavailable to a private HOA.
5. From the City's perspective, HOAs may amend or terminate their

covenants and design guidelines, or even cease to operate without oversight or review by the City, whereas there are continuing oversight capabilities left with the City regarding the District through service plan and annual reporting requirements.

This Service Plan illustrates how the proposed District Activities will be provided and financed by the District. Numerous items are included in this Service Plan in order to satisfy the requirements of law for formation of special districts and the requirements of the City. Each of the requirements of law and of the City is satisfied by this Service Plan.

The assumptions contained within this Service Plan were derived from a variety of sources. Information regarding the present status of property within the District, as well as the current status and projected future level of services and their costs were obtained from the Developer. Operation and Maintenance cost estimates were assembled by the Developer. Legal advice in the preparation of this Service Plan was provided by Spencer Fane LLP, which represents numerous special districts throughout the state.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the District Activities. Additionally, the Community will not be served by a HOA. The District will instead undertake those services and obligations typical of HOAs, such as operation and maintenance of Public Improvements not accepted by the City or another jurisdiction as well as design review and covenant enforcement. There are no adjacent or overlapping entities willing to provide the improvements and services contemplated by this Service Plan. Formation of the District is therefore necessary in order to provide the District Activities required in the Community in the most economic manner possible.

C. District Functions Generally.

For any improvements that are not conveyed to the City or other appropriate service provider, the District shall be authorized to perform the District Activities from any legally available revenues of the District.

II. DEFINITIONS

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

Approved Development Plan: means an approved final development plan or other process established by the City or other governmental entity with jurisdiction over the Public Improvements that sets forth the requirements and timing associated with construction of the Public Improvements, as may be amended from time to time; including but not limited to the Final Plat and Subdivision Improvement Agreement.

Board: means the board of directors of the Harrison Oaks Metropolitan District.

City Council: means the City Council for the City of Greenwood Village, Colorado.

City: means City of Greenwood Village, Colorado.

Community: means the Harrison Oaks development.

Debt: means bonds, notes, or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy.

Developer: means Harrison Oaks North LLC and Harrison Oaks South LLC.

District: means the Harrison Oaks Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Article 1 of Title 32, Colorado Revised Statutes, as amended from time to time.

District Activities: means any and all functions undertaken by the District in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the District is organized, including without limitation operating or maintaining public improvements and performing the functions of a HOA.

District Boundary: means the boundary of the area shown in the District Property Map and legally described in Exhibit A.

District Property Map: means the map attached hereto as Exhibit B, depicting the property to be included in the District.

Fee(s): means any rate, fee, toll, penalty or other charge imposed by the District and permitted by applicable law for services, programs, improvements, or facilities provided by the District.

Maximum Operations Mill Levy: means the maximum mill levy the District is permitted to impose for payment of operations and maintenance as set forth in Section VI.B. below.

Mosquito Control Services: means those services to be provided pursuant to Sections 32-1-1004(2)(b) and 32-1-103(10)(b), C.R.S.

Public Improvements: means a part or all of the improvements authorized to be acquired, installed, relocated, redeveloped, extended, operated, maintained, and/or financed, including necessary and appropriate drainage improvements, landscaping and appurtenances, as generally described in Section V.C., below, to serve the future taxpayers and inhabitants of the Service Area and the public as determined by the Board.

Service Area: means the property within the District, as modified by any future inclusions or exclusions of property.

Service Plan: means this service plan for the District approved by the City Council, as may be amended from time to time.

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

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

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado constitution.

Taxable Property: means real and personal property within the Service Area subject to *ad valorem* taxes imposed by the District.

III. DISTRICT BOUNDARY

A. Legal Description.

The area within the District Boundary includes approximately 31.8961 acres. A legal description of the District Boundary is attached hereto as Exhibit A. A map depicting the properties located in the District is attached hereto as Exhibit B. The District Boundary may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, and 32-1-501, *et seq.*, C.R.S., but no such changes are anticipated at this time.

B. Ownership.

A complete list of residents and owners of real property within the District Boundary as of the date of its expected organization is as follows:

Harrison Oaks North LLC
Harrison Oaks South LLC

IV. LAND USE AND ASSESSED VALUATION

The Service Area consists of approximately 31.8961 acres that will be developed for residential use. The District contains 11 residential lots. The current assessed valuation of the Service Area, according to the Arapahoe County Assessor, is \$5,082,612.00. The population of the Service Area is currently estimated to be 27 persons, based on an average of 2.4 persons per residence and 11 total residences. It is estimated that the 11 residences will eventually produce a total assessed valuation of approximately \$3,564,000.00 based on an average \$4,500,000.00 actual value per lot. The total assessed value at build out is lower because once developed, the residential lots are assessed at only 7.2% of value versus the 29% at which they are assessed currently.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Service Area of the District, nor does it imply approval of the number of residences identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District.

The District shall have the power and authority to perform District Activities within and without the Service Area of the District as such power and authority is described in the Special District Act and other applicable statutes, the common law, and the State constitution, subject to the limitations set forth in this Service Plan. Further, the District shall have the power to provide any and all services necessary or incidental to the provision of the Public Improvements. The specific Public Improvements to be maintained by the District shall be determined in the discretion of the Board but are intended to include those Public Improvements as generally described in Section V.C. below.

B. Limitations on the District's Powers and Service Plan Amendment.

1. Operations and Maintenance Limitation. It is not anticipated that the District will fund the construction of any public improvements, except as necessary to repair or replace the same. The District's intention is only to undertake the District Activities. All public improvements capable of conveyance will be conveyed to the District by the Developer free of charge.

2. Construction Standards Limitation. The District will ensure that the Public Improvements to be dedicated or maintained by the District are maintained in accordance with the standards and specifications of the City, as well as the applicable standards of other governmental entities having jurisdiction over the specific Public Improvements.

3. Debt Issuance. The District is not expected to issue Debt. The issuance of Debt by the District shall constitute a material modification of the Service Plan, requiring a service plan amendment, approved by the City Council.

4. Service Plan Amendment Requirement. Actions of the District that constitute material modifications to this Service Plan under the Special District Act shall entitle the City to all remedies available under State and local law to enjoin such actions, or the District shall obtain a service plan amendment as required by Section 32-1-207, C.R.S.

5. Southgate Sanitation District/ City of Cherry Hills Village Sanitation District. The District hereby acknowledges that Southgate Sanitation District will provide sanitary sewer services to those areas within the District located south of the Highline Canal. The District hereby acknowledges that the City of Cherry Hills Village Sanitation

District will provide sanitary sewer services to those areas within the District located north of the Highline Canal. Because the provision of storm drain maintenance services falls within the statutory definition of “sanitary sewer” services, the consent to the overlapping of their boundaries with those of the District has been obtained from both Southgate Sanitation District and City of Cherry Hills Village Sanitation District.

6. South Metro Fire Protection District. The District hereby acknowledges that South Metro Fire Protection District will be the sole provider of fire protection services within the Service Area of the District.

7. Condemnation. The District shall not condemn property inside or outside the District boundaries without first processing a material modification of the Service Plan in accordance with Section 32-1-207(2)(a), C.R.S., and shall not condemn property, easements or right-of-way owned by or entrusted to or maintained by the City, including but not limited to the City’s public streets.

8. Future Inclusions and Exclusions. The District shall not include or exclude any property without first processing a material modification of the Service Plan in accordance with Section 32-1-207(2)(a), C.R.S.

9. Compliance with City Regulations. All activities by the District, and all development and infrastructure within the District, will be subject to all of the City’s zoning, subdivision, building code and land use requirements and all other requirements contained within the City’s Municipal Code.

C. Proposed Public Improvements and District Services.

The District shall have the authority pursuant to C.R.S. §§ 32-1-1001 and 32-1-1004, as amended, to provide the services and public improvements described in this section and illustrated in Exhibit D, Landscape & Drainage Maintenance Exhibit. The District will be permitted to exercise its statutory powers and authority as set forth herein to acquire, operate and maintain the Public Improvements and provide the District Activities described in this Service Plan either directly or by contract. Where appropriate, the District will contract with various public and/or private entities to undertake such functions.

The following is a general list and description of the proposed Public Improvements and a description of the District’s potential ongoing maintenance obligations, where applicable. The Community will not be served by a HOA, so pursuant to Section 32-1-1004(8), C.R.S., the District will also undertake all of those service obligations typical of such an entity.

1. Open Space. This District shall be authorized to own and maintain open space improvements within and without the District, including but not limited to maintenance of a crusher fine trial as required by the Final Plat and Subdivision Improvement Agreement, attached hereto as Exhibit E.

2. Stormwater Drainage System and Detention Ponds. The District shall be

authorized to own and maintain stormwater drainageways, easements, and improvements within and without the District, including storm sewer pipes, outlet structures, flow devices, detention pond and physical drainage conveyance facilities. Unless otherwise agreed to with the City or other service providers, stormwater drainage systems and detention ponds to be accepted by the District will remain the property of the District, and the District will be responsible for ongoing operation and maintenance of them in accordance with the Harrison Oaks Subdivision Final Plat, the approved Drainage Report for Harrison Oaks Subdivision Lots 2,3 and 4 of Block 2, and all city, state and federal regulations.

3. Landscaping. The District is authorized to own and maintain a variety of landscaping within and without the District in accordance with the Final Plat and as otherwise desired by the District, including landscaped highlights along the internal streets and entry features. Unless otherwise agreed to with the City or other service provider, the District will be responsible for ongoing operation and maintenance and weed control of the landscaping to be accepted by the District. The District shall obtain all necessary easements to perform landscaping maintenance services along Belleview Avenue. The District shall not be obligated to install the initial landscaping improvements as contemplated by the Final Plat.

4. Mosquito Control. In support of its stormwater control services, the District may provide Mosquito Control and elimination services, as permitted by statute. These services will most likely be coordinated through local contractors with expertise in this area.

5. Roadways. To the extent not provided by the City, the District will perform roadway and mailbox maintenance in the area illustrated in Exhibit D.

6. Design Review and Covenant Enforcement. In lieu of creating a HOA, the District will perform design review and covenant enforcement services, said covenants to require surface maintenance of drainage easement areas and include a prohibition of accessory structures in the floodplain and fences in the Southgate Water and Sanitation District easements.

Altogether, the District's Public Improvements and ongoing services will make the District and the Community an appealing place to live and recreate, and the Public Improvements provided by the District will enhance the aesthetic and recreational values of the District for all of its inhabitants.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, installation, relocation, and/or redevelopment of the Public Improvements from its revenues; provided that in no event shall the District be authorized to reimburse the Developer for any

public improvements. The District shall not be authorized to incur any Debt without an amendment to this Service Plan, and may not request approval to incur Debt until the District Board is no longer controlled by a majority of Developers or Developer associates.

B. Maximum Operations & Maintenance Mill Levy.

The District may impose a mill levy on Taxable Property within its boundaries as a primary source of revenue for funding the District's operations and maintenance costs. The District's operational mill levy authorization shall not exceed 35 mills (the "Maximum Operations Mill Levy"); provided, that if on or after January 1, 2017, there are changes in the method of calculating assessed valuation or any constitutionally-mandated tax credit, cut, or abatement, the mill levy limitation applicable to the District's operations 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 on or after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of valuation for assessment of residential real property or other taxable property shall be deemed to be a change in the method of calculating assessed valuation.

C. Operations Payment Sources.

In addition to the Maximum Operations Mill Levy, the District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees. Mill levies and Fees intended to fund general District Activities will be in direct relation to the cost of providing the services contemplated in this Service Plan.

D. TABOR.

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

E. District's Operating Costs.

The District will require operating funds for the administration of the District Activities. The first year's operating budget, including legal and accounting expenses, is estimated to be Fifty Thousand Dollars (\$50,000), which is anticipated to be derived from property taxes. Thereafter the annual operating budget, taking into account as yet unknown but anticipated repairs and replacements, and such enhancements or additions as the District's Board of Directors deems appropriate, is estimated to be Fifty to One Hundred Thousand Dollars.

VII. DISCLOSURE AND ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. The assessed valuation of the District for the current year.
4. Current year budget.

C. Notice to Future Homeowners.

The District shall assure that the Developer will provide written notice, via certified mail, return receipt requested, to all persons who purchase or contract to purchase property in the District from the Developer, which notice discloses the Maximum Operations Mill Levy, as well as a description of the District's authority to impose and collect rates, fees, charges or exactions and District contact information. The District shall use its best efforts to assure that all promotional, marketing, and sales information shall display the notice, equal in size and font to all other pertinent information, as to the taxes, rates, fees and exactions that may be imposed by the District in addition to District contact information.

VIII. CONTACTS

The following is a list of all persons or organizations responsible for the production of this Service Plan:

Attorney: Spencer Fane LLP
Matthew R. Dalton, Esq.
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800
mdalton@spencerfane.com

Developer: Harrison Oaks North LLC and Harrison Oaks South LLC
C/O Robert Kaufman
Greenberg Traurig, LLP
1200 17th Street, Suite 2400
Denver, CO 80202

IX. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. Adequate service is not, and will not be, available to the area through the City or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
5. The facility and service standards of the District are compatible with the facility and service standards of the City;
6. The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-106, C.R.S.;
7. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
8. The creation of the District is in the best interests of the area proposed to be served.

Exhibit A
Legal Description of Property Included in the District

Block 1 and Block 2, Harrison Oaks Subdivision, Arapahoe County, Colorado.

Exhibit B
Map of Property Included in the District



HARRISON OAKS
 PROPOSED SITE PLAN

Date of Photographs: 2012
 Printed: June 2015

PLANWEST
 LAND SURVEYING AND ENGINEERING COMPANY
 10000 15th Avenue, Suite 100
 Golden, Colorado 80401

**Exhibit C
Vicinity Map**



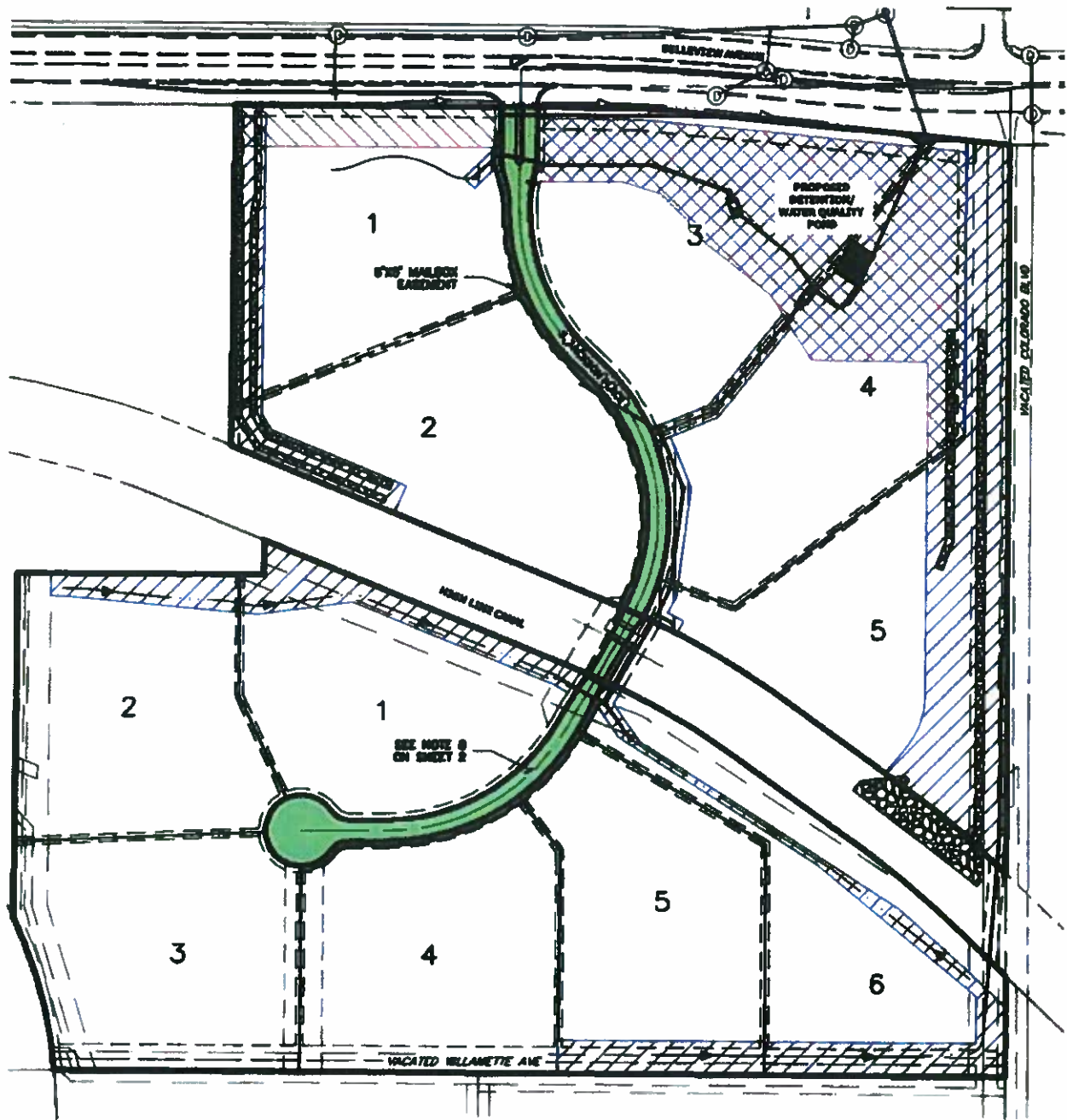
Case #14-23-PP
Case #14-24-FP

 City Limits

Aerial Vicinity Map



Exhibit D
Landscape & Drainage Maintenance Map



SEE SHEET 2 FOR
NOTES AND LEGEND



200 100 0 200

ORIGINAL SCALE: 1" = 200'

LANDSCAPE & DRAINAGE
MAINTENANCE EXHIBIT
HARRISON OAKS
PROJ. NO. 15310.01
6/14/17
SHEET 1 OF 2



J-R ENGINEERING




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NOTES FROM RECORDED FINAL PLAT:

8. THE ROADWAYS ON THIS PLAT WILL NOT BE MAINTAINED BY THE CITY OF GREENWOOD VILLAGE UNTIL AND UNLESS THE CITY OF GREENWOOD VILLAGE ACCEPTS SUCH STREETS. UNTIL SUCH TIME, THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND ASSIGNS IN INTEREST SHALL BE RESPONSIBLE FOR STREET MAINTENANCE.
9. THE PROPERTY OWNER OF EACH LOT IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ALL UTILITY EASEMENTS EXCEPT AS SET FORTH IN NOTE 19 BELOW.
19. DRAINAGE, LANDSCAPE, AND MAILBOX EASEMENTS SHALL BE OWNED BY THE PROPERTY OWNER. IN THE "DRAINAGE EASEMENTS", WHICH WILL EXIST ON ALL LOTS EXCEPT LOTS 3 AND 4 OF BLOCK TWO, THE PROPERTY OWNER (EXCEPT AS SET FORTH IN THE NEXT SENTENCE) WILL BE RESPONSIBLE FOR SURFACE MAINTENANCE, INCLUDING MOWING, FERTILIZING, WEED CONTROL, CLEAN UP OF WEEDS, ETC., AND THE DISTRICT OR THE HOA, AS APPLICABLE, WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES. IN THE "40' LANDSCAPE EASEMENT" ON LOT 1 OF BLOCK ONE, INCLUDING THE PORTION THEREOF THAT IS ALSO PART OF THE "40' DRAINAGE EASEMENT", THE DISTRICT OR THE HOA, AS APPLICABLE, WILL BE RESPONSIBLE FOR SURFACE MAINTENANCE, INCLUDING MOWING, FERTILIZING, WEED CONTROL, CLEAN UP OF WEEDS, ETC. IN THE "LANDSCAPE & DRAINAGE EASEMENT" ON LOTS 3 AND 4 OF BLOCK ONE, THE DISTRICT OR THE HOA, AS APPLICABLE, WILL BE RESPONSIBLE FOR SURFACE MAINTENANCE, INCLUDING MOWING, FERTILIZING, WEED CONTROL, CLEAN UP OF WEEDS, ETC., AND FOR MAINTENANCE OF THE DRAINAGE FACILITIES. IN THE "5' X 5' MAILBOX EASEMENT" ON LOT 1 OF BLOCK ONE, THE PROPERTY OWNER WILL BE RESPONSIBLE FOR SURFACE MAINTENANCE, INCLUDING MOWING, FERTILIZING, WEED CONTROL, CLEAN UP OF WEEDS, ETC., AND THE DISTRICT OR THE HOA, AS APPLICABLE, WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR OF THE MAILBOX FACILITIES. IN (1) THE "15' UTILITY EASEMENT" ALONG BELLEVIEW AVENUE ON LOTS 1, 3, AND 4 OF BLOCK ONE, (2) THE "10' UTILITY EASEMENT" LOCATED WITHIN THE "LANDSCAPE & DRAINAGE EASEMENT" ON LOTS 3 AND 4 OF BLOCK ONE, AND (3) ANY PORTION OF ANY "8' UTILITY EASEMENT" OR "5' UTILITY EASEMENT" LOCATED WITHIN THE "LANDSCAPE & DRAINAGE EASEMENT" ON LOTS 3 AND 4 OF BLOCK ONE, THE DISTRICT OR THE HOA, AS APPLICABLE, WILL BE RESPONSIBLE FOR SURFACE MAINTENANCE, INCLUDING MOWING, FERTILIZING, WEED CONTROL, CLEAN UP OF WEEDS, ETC.

LEGEND

LANDSCAPE MAINTENANCE	
DRAINAGE MAINTENANCE	
ROADWAY MAINTENANCE	

LANDSCAPE & DRAINAGE
MAINTENANCE EXHIBIT
HARRISON OAKS
PROJ. NO. 15310.01
6/14/17
SHEET 2 OF 2



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Exhibit E
Subdivision Improvement Agreement and Final Plat

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made this 12th day of September, 2016, by and between the City of Greenwood Village, Colorado, a Colorado home rule municipality, (the "City") and HARRISON OAKS NORTH LLC, a Colorado limited liability company, and HARRISON OAKS SOUTH LLC, a Colorado limited liability company (collectively, "Owner").

WHEREAS, Owner is the owner of certain real property located in the City, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on September 12, 2016, the City Council, after holding all necessary public hearings, approved the Final Plat ("Final Plat") for the Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the approval cited above is contingent upon the express condition that all duties created by this Agreement are faithfully performed by Owner.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

- 1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Owner upon subdivision of the Property. All conditions in this Agreement are in addition to any requirements of the Greenwood Village Municipal Code, state statutes and other City ordinances, and are not intended to supersede any requirements contained therein.**
- 2. Fees. The following fees shall be paid to the City by Owner.**
 - a. The actual cost to the City for plan review, engineering review, hydrological and surveying review prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services rendered in connection with the subdivision of the Property (the "Actual Costs"), plus related administrative fees not to exceed fifteen percent (15%).**
 - b. The cost of making corrections or additions to the master copy of the official City map and the fee for recording the Final Plat and accompanying documents with the Arapahoe County Clerk and Recorder.**
- 3. Specific Conditions. Owner hereby agrees that:**

a. Owner will dedicate to the City right of way necessary to create South Jackson Place as a public street serving 11 single family homes off of Belleview Avenue. Owner shall make improvements to Belleview to include 6" vertical curb and gutter, a 6" median curb and gutter, and asphalt on Belleview, as set forth in Exhibit C and approved construction documents. In addition, Owner will improve South Jackson Place with 7" asphalt pavement, mountable curb and gutter and mountable curb and gutter for median, as set forth in Exhibit C and approved construction documents.

b. Owner will dedicate and provide a crusher fines trail along S. Jackson Pl. as set forth on Exhibit C and approved construction documents.

c. Owner will provide storm drainage improvements to the Property as set forth in Exhibit C and approved construction documents.

d. Owner will provide improvements to the Highline Canal Trail and a vehicle bridge and a pedestrian bridge over the Highline Canal Trail as set forth in Exhibit C and approved construction documents.

e. Owner will provide traffic signs and street lights as set forth in Exhibit C and construction documents.

f. Owner will pay the Cherry Creek School District an impact fee in the amount of \$566.80.

4. **Title Policy.** Owner shall provide a title commitment for the Property. The title commitment shall show that all property to be dedicated to the City is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable, as the City determines in its sole discretion. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.

5. **Construction.**

a. All drainage structures, paved streets, including curb, gutter and slope easements, and necessary appurtenances as shown or described on the Final Plat and the associated construction documents (the "Public Improvements"), as approved by the City, shall be installed and completed at the expense of the Owner and dedicated or conveyed to the City. The improvements required by this Agreement and shown on the final subdivision plat submittal, as well as associated construction documents approved by the City, and the estimated costs of these improvements are set forth in Exhibit C. The Public Improvements shall be constructed in accordance with the subdivision plat and associated construction documents drawn according to regulations and construction standards for such improvements.

b. The City may make reasonable engineering observations. Observation, acquiescence in or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the City of any portion of such Public Improvements.

c. Owner shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

d. Owner shall obtain all necessary permits and approvals for construction of the improvements required at Owner's expense.

6. **Completion.** The obligations of Owner shall be performed on or before issuance of a certificate of occupancy for the first home built in the subdivision. Upon completion of construction of the Public Improvements, the City shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the City's specifications. Owner shall make all corrections necessary to bring the Public Improvements into conformity with the City's specifications.

7. **Warranty.** Owner shall warranty any and all Public Improvements which are conveyed to the City for a period of two (2) years from the date the City grants probationary acceptance of the Public Improvements. The warranty period shall extend to the date final acceptance is granted in writing by the City. Owner shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, Owner shall warrant that:

a. The title conveyed to the City is marketable and its transfer rightful;

b. All Public Improvements dedicated or conveyed are free from any security interest or other lien or encumbrance; and

c. All Public Improvements dedicated or conveyed are free of defects in materials or workmanship for a period of two (2) years, as stated above.

8. **Ownership.** All Public Improvements accepted by the City shall be dedicated to the City. Upon completion of construction and conformity with the subdivision plat and associated construction plans, and any properly approved changes, Owner shall convey to the City all installed physical facilities.

9. **Performance Guarantee.**

a. To secure the construction and installation of the Public Improvements, Developer shall, prior to recording the final plat in the real estate records of Arapahoe County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the City, at Developer's expense, with an irrevocable letter of

credit in which the City is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the Estimated Costs.

b. Approval of the final plat shall be contingent upon Developer's provision of the Performance Guarantee within ninety (90) days of the execution of this Agreement. Failure of Developer to provide the Performance Guarantee shall negate the City's approval of the final plat.

c. The Performance Guarantee shall be substantially in the form and content set forth in Exhibit D, attached hereto and incorporated herein, and shall be subject to approval of the City Attorney.

d. Developer shall not start the construction of any public or private improvement on the Property, including but not limited to staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received and approved the Performance Guarantee.

e. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the Actual Costs of all such Public Improvements, regardless of the Estimated Costs.

f. The Estimated Costs may increase in the future. Accordingly, the City reserves the right to review and adjust the Estimated Costs on an annual basis. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the City adjusts the Estimated Costs, the City shall give written notice to Developer. Developer shall, within thirty (30) days after receipt of said written notice, provide the City with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Developer fails to provide a new or amended Performance Guarantee, the City may exercise the remedies provided for in Section 12 hereof; provided, however, that, prior to increasing the amount of the Performance Guarantee, the City shall give credit to Developer for all Public Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

g. If the Public Improvements are not constructed or completed within the period of time specified by Section 6 hereof, the City may draw on the Performance Guarantee of credit to complete the Public Improvements. If the Performance Guarantee is to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, the City may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the City deems appropriate.

h. Upon completion of construction and compliance with all conditions and requirements within the required time and the written approval of the City, the Performance Guarantee may be reduced to the amount of twenty percent (20%) of the total actual cost of construction and installation of the Public Improvements. The reduced Performance Guarantee shall be held by the City during the two-year warranty period.

10. Nuisance Conditions. Owner shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Greenwood Village Municipal Code. If the City determines that a nuisance exists, Owner shall be subject to the provisions of the Greenwood Village Municipal Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the City, the City may, upon thirty (30) days' notice under this Agreement, require Owner to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Greenwood Village Municipal Code. The City may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy.

11. Indemnification.

a. Owner hereby agrees to indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Owner, or of any other person or entity for whose act or omission Owner is liable, with respect to construction of the Public Improvements; and Owner shall pay any and all judgments rendered against the City as the result of any such suit, action or claim, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim.

b. Owner shall pay all property taxes on the Property dedicated to the City, and shall indemnify and hold harmless the City for any property tax liability.

12. Breach.

a. If Owner breaches this Agreement, the City may take such action as permitted or authorized by law, this Agreement or the ordinances of the City, as the City deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

i. The refusal to issue any building permit or certificate of occupancy;

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party; or

iii. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the City, the City shall provide Owner with written notice of any alleged breach of this Agreement by Owner, after the receipt of which Owner promptly and diligently shall use reasonable commercial efforts to cure the breach and prevent further action by the City.

c. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

d. Should this Agreement become the subject of litigation to resolve a claim of breach by Owner and a court of competent jurisdiction determines that Owner was in breach, Owner shall pay the attorney fees, expenses and court costs of the City.

13. **Waiver.** In executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Owner as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Owner expressly agrees that the City cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Greenwood Village Municipal Code and the laws of the State of Colorado.

14. **Modification.** This Agreement shall not be modified, except by subsequent written agreement of the parties hereto.

15. **Integration.** This Agreement and any attached exhibits constitute the entire Agreement between Owner and the City, superseding all prior oral or written communications.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17. **Severability.** If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two (2) constructions, one (1) of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

19. **Force Majeure.** When Owner is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, Owner shall be entitled to an extension of time equal to a delay in completing the foregoing due to unforeseeable causes

beyond the control and without the fault or negligence of Owner, including but not limited to acts of God, weather, fires and strikes.

20. **Assignment.** There shall be no transfer or assignment of any of the rights or obligations of Owner under this Agreement without the Assignee providing a Performance Guarantee as set forth in Section 9 hereof.

21. **Recordation.** This Agreement shall be recorded in the real estate records of Arapahoe County and shall be a covenant running with the Property.

22. **Title and Authority.** Owner expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Owner. Owner and the undersigned individuals understand that the City is relying on such representations and warranties in entering into this Agreement.

23. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.


CITY OF GREENWOOD VILLAGE


Mayor Ronald J. Rakowsky

ATTEST:


Susan M. Ortiz, MMC
City Clerk

APPROVED AS TO FORM:


Tonya Haas Davidson
City Attorney



OWNER:

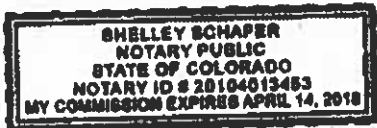
HARRISON OAKS NORTH LLC

By: [Signature]
Name: ROBERT C. KAUFMAN
Title: Manager

STATE OF COLORADO)
ss. Denver)
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 28th
day of September, 2016, by Robert C. Kaufman as the
Manager of Harrison Oaks North LLC,

[Signature]
Notary Public
(SEAL)
My commission expires: 04-14-2018



HARRISON OAKS SOUTH LLC

By: [Signature]
Name: ROBERT C. KAUFMAN
Title: Manager

STATE OF COLORADO)
ss. Denver)
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 28th
day of September, 2016, by Robert C. Kaufman as the
manager of Harrison Oaks South LLC.

Shelley Schaffer

Notary Public

(SEAL)

My commission expires: 04-14-2018

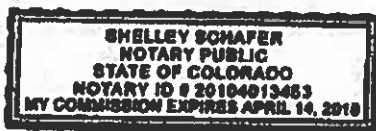


Exhibit A
Legal Description

A PARCEL OF LAND BEING ALL OF:

AMENDED PLAT OF TRACT 215 AND TRACT 218, SOUTH DENVER GARDENS RECORDED UNDER RECEPTION NO. 94-4807, THAT PORTION OF TRACTS 214, 217, 218 AND THE EAST 48 FEET OF TRACT 213 LYING NORTH OF THE HIGHLINE CANAL RIGHT-OF-WAY ALONG WITH ALL THAT PORTION OF VACATED CHAMBERLIN AVENUE LYING NORTH OF THE HIGHLINE CANAL, SOUTH DENVER GARDENS RECORDED IN PLAT BOOK A2 AT PAGE 32B AND THE WEST HALF OF VACATED COLORADO BOULEVARD VACATED IN BOOK 1620 AT PAGE 528, LYING NORTH OF THE HIGHLINE CANAL;

TOGETHER WITH:

THAT PORTION OF TRACTS 214, 217, 218, 219 LYING SOUTH OF THE HIGHLINE CANAL RIGHT-OF-WAY AND THAT PORTION OF TRACT 220 LYING EAST OF THE HIGHLINE CANAL RIGHT-OF-WAY ALONG WITH THAT PORTION OF VACATED CHAMBERLIN AVENUE LYING SOUTH OF THE HIGHLINE CANAL AND ADJACENT TO TRACT 219 AND TRACT 220 AND THE NORTH HALF OF VACATED WILLAMETTE AVENUE ADJACENT TO TRACTS 218, 219, 220 AND THE WEST HALF OF VACATED COLORADO BOULEVARD VACATED IN BOOK 1620 AT PAGE 528 LYING SOUTH OF THE HIGHLINE CANAL RIGHT-OF-WAY AND ADJACENT TO TRACT 218, SOUTH DENVER GARDENS RECORDED IN PLAT BOOK A2 AT PAGE 32B, ALL IN SECTION 13, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHEAST CORNER BY A 3" ALUMINUM CAP IN A RANGE BOX STAMPED "COLO DEPT OF HIGHWAY 1991 PLS 27278" AND AT THE EAST QUARTER CORNER BY A 2-1/2" ALUMINUM CAP IN A RANGE BOX STAMPED "PLS 26379 2009", BEING ASSUMED TO BEAR S00°15'42"W, A DISTANCE OF 2842.51 FEET.

BLOCK ONE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF SAID SECTION 13, S00°15'42"W A DISTANCE OF 75.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BELLEVIEW AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°15'42"W A DISTANCE OF 979.13 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE HIGHLINE CANAL;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- 1. N46°40'15"W A DISTANCE OF 38.98 FEET, TO A POINT OF CURVE;**

2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1030.37 FEET, A CENTRAL ANGLE OF $07^{\circ}19'00''$ AND AN ARC LENGTH OF 131.58 FEET, TO A POINT OF TANGENT;
3. $N53^{\circ}59'15''W$ A DISTANCE OF 228.50 FEET, TO A POINT OF CURVE;
4. THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1030.37 FEET, A CENTRAL ANGLE OF $13^{\circ}14'00''$ AND AN ARC LENGTH OF 237.98 FEET, TO A POINT OF TANGENT;
5. $N67^{\circ}13'15''W$ A DISTANCE OF 554.48 FEET, TO A POINT MONUMENTED BY A NO. 5 REBAR WITH NO CAP;

THENCE ON A LINE BEING PARALLEL WITH AND 48.00 FEET WESTERLY OF THE EASTERLY LINE OF TRACT 213, SOUTH DENVER GARDENS, $N00^{\circ}22'37''E$ A DISTANCE OF 458.30 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BELLEVUE AVENUE MONUMENTED BY A NO. 4 REBAR WITH NO CAP;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, $S89^{\circ}28'45''E$ A DISTANCE OF 538.93 FEET;

THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, $S84^{\circ}17'32''E$ A DISTANCE OF 488.06 FEET, TO THE POINT OF BEGINNING.

BLOCK TWO:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF SAID SECTION 13, $S00^{\circ}15'42''W$ A DISTANCE OF 1,191.15 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE HIGHLINE CANAL AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, $S00^{\circ}15'42''W$ A DISTANCE OF 135.01 FEET, TO THE CENTERLINE OF VACATED WILLAMETTE AVENUE;

THENCE ON SAID CENTERLINE, $N89^{\circ}33'55''W$ A DISTANCE OF 1263.01 FEET, TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHLINE CANAL BEING MONUMENTED BY A NO. 5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED: PLS 10717;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS $S85^{\circ}05'32''W$, HAVING A RADIUS OF 588.68 FEET, A CENTRAL ANGLE OF $20^{\circ}22'55''$ AND AN ARC LENGTH OF 212.97 FEET, TO A POINT OF NON-TANGENT ON THE WESTERLY LINE OF TRACT 220, SOUTH DENVER GARDENS

BEING MONUMENTED BY A NO. 5 REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED: PLS 10717;

THENCE ON SAID WESTERLY LINE, N00°32'28"E A DISTANCE OF 462.01 FEET, TO THE NORTHERLY LINE OF VACATED CHAMBERLIN AVENUE BEING MONUMENTED BY A 1" DIAMETER IRON PIPE;

THENCE ON SAID NORTHERLY LINE, S89°33'55"E A DISTANCE OF 328.18 FEET, TO THE WESTERLY LINE OF TRACT 214, SOUTH DENVER GARDENS BEING MONUMENTED BY A NO. 5 REBAR WITH NO CAP;

THENCE ON SAID WESTERLY LINE, N00°42'43"E A DISTANCE OF 46.19 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE HIGHLINE CANAL BEING MONUMENTED BY A NO. 5 REBAR WITH A 1-1/4" ORANGE PLASTIC CAP STAMPED: PLS 13502;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

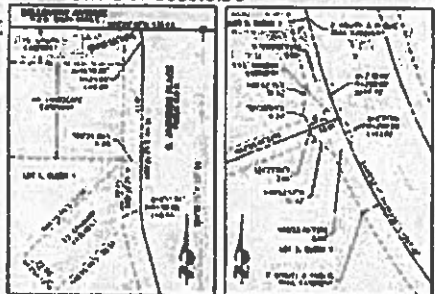
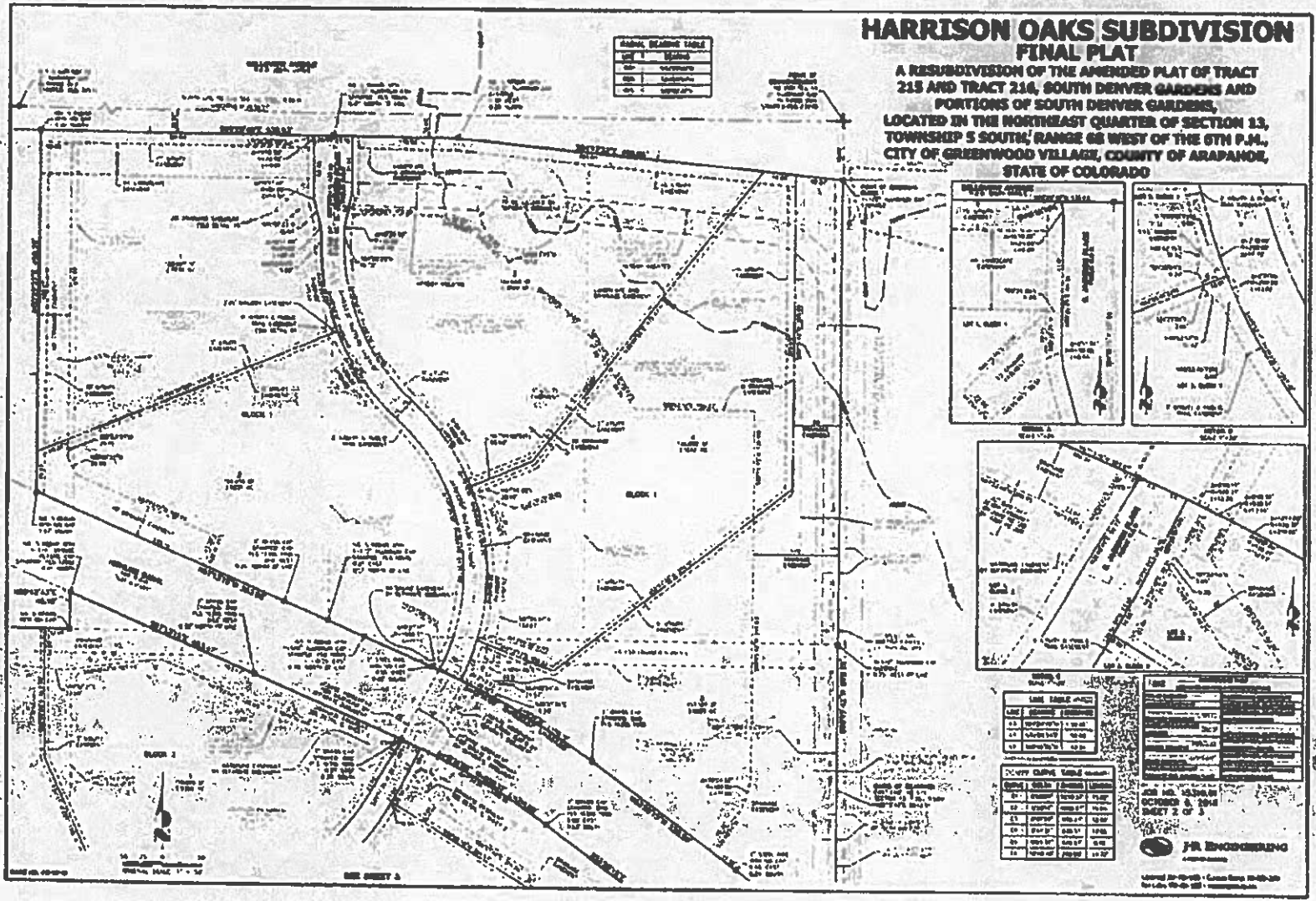
1. S67°13'15"E A DISTANCE OF 463.47 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.37 FEET, A CENTRAL ANGLE OF 13°14'00" AND AN ARC LENGTH OF 214.88 FEET, TO A POINT OF TANGENT;
3. S53°58'15"E A DISTANCE OF 228.50 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.37 FEET, A CENTRAL ANGLE OF 07°19'00" AND AN ARC LENGTH OF 118.81 FEET, TO A POINT OF TANGENT;
5. S46°40'15"E A DISTANCE OF 131.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 1,389,440 SQUARE FEET OR 31.8871 ACRES.

HARRISON OAKS SUBDIVISION FINAL PLAT

A RESUBDIVISION OF THE AMENDED PLAT OF TRACT 213 AND TRACT 214, SOUTH DENVER GARDENS AND PORTIONS OF SOUTH DENVER GARDENS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF GREENWOOD VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO

Symbol	Meaning
(Symbol)	Proposed
(Symbol)	Existing
(Symbol)	Survey
(Symbol)	Other



Lot	Area (Acres)
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PREPARED BY
JR ENGINEERING
 ARCHITECTS
 1000 17th Street, Suite 1000
 Greenwood Village, CO 80120
 (303) 755-1000
 OCTOBER 6, 2014
 SHEET 2 OF 3

RECEIVED

AUG 22 2017

Div of Local Government

RESOLUTION NO: 19

SERIES OF 2017

**A RESOLUTION APPROVING A SERVICE PLAN FOR THE
HARRISON OAKS METROPOLITAN DISTRICT**

WHEREAS, on July 13, 2017, a proposed Service plan for the organization of the Harrison Oaks Metropolitan District (the "District") was filed in the office of the City Clerk of the city of Greenwood Village, Colorado (the "City"); and

WHEREAS, pursuant to Colorado Revised Statutes § 32-1-204.5(1), no special district may be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of such municipality; and

WHEREAS, pursuant to Colorado Revised Statutes § 32-1-204.5(1) the City Council has the authority to review and approve the proposed Service Plan without condition or modification, to disapprove the Service Plan or to conditionally approve the Service Plan subject to the submission of additional information relating to, or the modification of, the Service Plan or by agreement with the proponents of the Service Plan; and

WHEREAS, on July 17, 2107, the City Council held a public hearing, timely notice of which had been waived in writing the affected property owners, which waiver is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, at said public hearing the City Council reviewed the proposed Service Plan and considered all testimony, presentations and staff recommendations; and

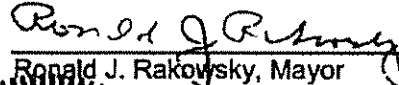
WHEREAS, the City Council has determined that the Service Plan meets the approval criteria set forth in Colorado Revised Statutes § 32-1-202(2) and § 32-1-203(2).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD VILLAGE, COLORADO, THAT:

1. The City Council hereby finds and determines that there is sufficient existing and projected need in the area to be serviced by the proposed Harrison Oaks Metropolitan District (the "District") for the services described in the District's proposed Service Plan.
2. The City Council further finds and determines that the services to be provided as described in the proposed Service Plan are not currently being provided nor will they be provided by any other special district or the City of Greenwood Village.
3. The City Council also finds that the proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries on a reasonable basis.
4. The City Council hereby determines that upon consideration of the Service Plan and all evidence presented at a public hearing held on July 17, 2017, the Service

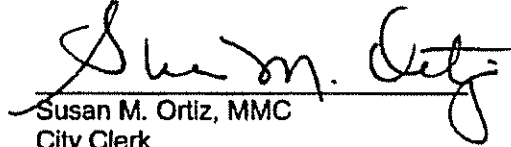
Plan for the Harrison Oaks Metropolitan District as filed with the City shall be, and the same is hereby approved.

READ, PASSED AND APPROVED THE 17th DAY OF JULY, 2017.



Ronald J. Rakowsky, Mayor

ATTEST:



Susan M. Ortiz, MMC
City Clerk





SpencerFane[®]

MATTHEW R. DALTON
DIRECT DIAL: 303.839.3706
mdalton@spencerfane.com

File No. 5027121.0001

July 7, 2017

Jim Sanderson, City Manager
City of Greenwood Village
6060 South Quebec Street
Greenwood Village, CO 80111

Re: Harrison Oaks Metropolitan District

Dear Mr. Sanderson:

Harrison Oaks North, LLC and Harrison Oaks South, LLC are the sole owners of the property included within the boundaries of the proposed Harrison Oaks Metropolitan District as described in the District's Service Plan. Both entities hereby waive any notice requirement under the Special District Act or section 2-6-80 of the Greenwood Village Municipal Code with respect to the hearing on the District Service Plan scheduled for July 17, 2017.

Sincerely,

Matthew R. Dalton

cc: Tonya Haas Davidson
Jack Forhan
Robert C. Kaufman

DN 1946479.1