

August 9, 2024

VIA FEDEX

Lauren Pulver
Douglas County Department of Community Development
100 Third Street
Castle Rock, CO 80104

Re: Transmittal Letter for the Arrowhead Colorado Metropolitan District

Proposed Service Plan

Dear Ms. Pulver:

Please see the attached documents for the proposed Service Plan for Arrowhead Colorado Metropolitan District:

- 1. A complete copy of the proposed Service Plan with all exhibits.
- 2. An application form with the legal description.
- 3. A check for the \$500.00 application fee.

Should you have any questions or need any further information to process the proposed Service Plan, please do not hesitate to contact me.

Very truly yours, McGeady Becher Cortese Williams P.C.

Megan Becher

Megan Becher

Enclosures



NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

A	rrow	he	ad	Col	orado
Δ	IUV		au		orado

Name of Proposed District

Metropolitan District

Type of Proposed District

DJ Beckwith

Contact Person Filing Service Plan

8/12/2024

Filing Date

Douglas County

Approving Authority Receiving Plan

dbeckwith@douglas.co.us 303-814-4330

Phone/Email

Hearing Information¹

100 Third Street, Castle Rock, CO 80104

Location of Hearing

2:30 PM

Meeting to set hearing date: 9/10/2024 Hearing date: 9/24/2024

Time of Hearing

Date of Hearing

Clerk Signature

Sheri Danis

8-12-2024

Date

¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.

DLG 60 (Rev. 5/20)





DOUGLAS COUNTY

Department of Community Development Planning Services 100 Third Street, Castle Rock, CO 80104 (303.660.7460)

www.douglas.co.us

SPECIAL DISTRICT SERVICE PLAN APPLICATION

PLANNING OFFICE USE ONLY NEW DISTRICT/PRESUBMITTAL MAJOR MODIFICATION
NEW DISTRICT/PRESUBMITTAL MAJOR MODIFICATION
CONSOLIDATION
□ NEW DISTRICT □ CONSOLIDATION
DATE COMPLETE APPLICATION SUBMITTED
hi service plan has been reviewed by the Douglas County Commune elopment Department and is considered complete for purpose
ut mittal to the County Clerk as a formal application for staff review ut sequent public hearings. This completeness finding is not
ndorsement or approval of the service plan or special district.
DZ Bertull
PLANNER SIGNATURE DATE
PEE (if required) Date PROJECT NO. 5 V 2024-0
FINANCIAL CONSULTANT NAME: Piper Sandler / Shelby Nob
Emali Shelby, hobble @ DIC. COM
303-820-5865
PHONE: FAX:
- ENGINEERING CONSULTANT
NAME: Kimley- Hom & ALLOC.
MADDRESS: Greenwood Village, Co
Attn: Cov Williams P.E.
PHONE: 303-228-2309x
email: cay, william (@kimky-h
PROPERTY OWNER (Provide separate list if more than one owner)
NAME: MONWARD Propage
ADDRESS: See alone
Applicant duds
PHONE: FAX:
PHONE: FAX:
4
To the best of my knowledge, the information contained on this application is true and accurate.
le uun

Legal Description - Arrowhead Colorado

PARCEL A:

PARCEL C-1, A PARCEL OF LAND LOCATED IN SECTION 11, AND PARTLY IN THE NORTH ONE-HALF OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PROJECT AREA NO. 4 OF ROXBOROUGH DOWNS, AS SAID PLAT IS RECORDED AND ON FILE WITH THE CLERK AND RECORDERS OFFICE OF DOUGLAS COUNTY, COLORADO, FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11, BEARS NORTH 01 DEGREE 03 MINUTES 52 SECONDS EAST A DISTANCE OF 934.12 FEET:

THENCE NORTH 79 DEGREES 05 MINUTES 07 SECONDS EAST 278.13 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PROJECT AREA NO. 4 TO THE INTERSECTION WITH THE WEST LINE OF LOT 257 OF SAID ROXBOROUGH DOWNS;

THENCE SOUTH 13 DEGREES 13 MINUTES 30 SECONDS EAST 64.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 257:

THENCE SOUTH 17 DEGREES 19 MINUTES 55 SECONDS EAST 1608.86 FEET ALONG THE WEST BOUNDARY LINE OF LOTS 260, 261, 264, 265, 268, 269, 271, 272, 274, 275, 278, 279 AND 282 IN SAID ROXBOROUGH DOWNS TO THE SOUTHWEST CORNER OF SAID LOT 282;

THENCE SOUTH 25 DEGREES 15 MINUTES 26 SECONDS EAST 381.59 FEET ALONG THE WEST LINE OF LOTS 283, 286 AND 287 IN SAID ROXBOROUGH DOWNS TO THE SOUTHWEST CORNER OF SAID LOT 287;

THENCE SOUTH 69 DEGREES 32 MINUTES 47 SECONDS WEST 158.41 FEET;

THENCE SOUTH 15 DEGREES 11 MINUTES 08 SECONDS EAST 352.20 FEET;

THENCE SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST 209.11 FEET TO THE INTERSECTION WITH AN ANGLE POINT ON THE WEST LINE OF PROJECT AREA NO. 3 IN SAID ROXBOROUGH DOWNS;

THENCE SOUTH 26 DEGREES 35 MINUTES 34 SECONDS EAST 312.69 FEET ALONG THE WEST LINE OF SAID PROJECT AREA NO. 3:

THENCE SOUTH 02 DEGREES 56 MINUTES 00 SECONDS EAST 224.00 FEET TO THE SOUTHWEST CORNER OF SAID PROJECT AREA NO. 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNDOWN TRAIL:

THENCE SOUTH 38 DEGREES 12 MINUTES 00 SECONDS WEST 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF PROJECT AREA NO. 2 IN SAID ROXBOROUGH DOWNS;

THENCE SOUTH 54 DEGREES 19 MINUTES 30 SECONDS WEST 330.17 FEET TO THE <u>POINT OF BEGINNING</u> FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 09 DEGREES 42 MINUTES 15 SECONDS WEST 4217.28 FEET;

THENCE CONTINUING NORTH 77 DEGREES 18 MINUTES 00 SECONDS WEST 242.00 FEET;

THENCE NORTH 64 DEGREES 05 MINUTES 00 SECONDS WEST 155.00 FEET:

THENCE NORTH 29 DEGREES 20 MINUTES 00 SECONDS WEST 702.00 FEET;

THENCE NORTH 18 DEGREES 30 MINUTES 00 SECONDS WEST 221.00 FEET;

THENCE SOUTH 71 DEGREES 30 MINUTES 00 SECONDS WEST 50.00 FEET;

THENCE SOUTH 01 DEGREE 05 MINUTES 00 SECONDS WEST 180.00 FEET;

THENCE SOUTH 67 DEGREES 46 MINUTES 51 SECONDS WEST 76.19 FEET;

THENCE NORTH 23 DEGREES 06 MINUTES 00 SECONDS WEST 357.54 FEET;

THENCE SOUTH 41 DEGREES 25 MINUTES 00 SECONDS WEST 472.81 FEET;

THENCE NORTH 88 DEGREES 30 MINUTES 00 SECONDS WEST 220.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF REPLAT OF LOTS 1-109 ROXBOROUGH DOWNS;

THENCE SOUTH 49 DEGREES 18 MINUTES 52 SECONDS WEST 4.87 FEET TO THE MOST SOUTHERLY CORNER OF LOT 78, REPLAT OF LOTS 1-109 ROXBOROUGH DOWNS;

THENCE SOUTH 40 DEGREES 41 MINUTES 08 SECONDS EAST 30.00 FEET:

THENCE SOUTH 05 DEGREES 45 MINUTES 44 SECONDS WEST 84.82 FEET:

THENCE NORTH 61 DEGREES 28 MINUTES 18 SECONDS EAST 40.56 FEET:

THENCE SOUTH 27 DEGREES 30 MINUTES 26 SECONDS EAST 139.71 FEET;

THENCE NORTH 62 DEGREES 29 MINUTES 34 SECONDS EAST 168.77 FEET;

THENCE SOUTH 77 DEGREES 53 MINUTES 22 SECONDS EAST 141.44 FEET;

THENCE SOUTH 49 DEGREES 32 MINUTES 30 SECONDS EAST 95.00 FEET;

THENCE SOUTH 28 DEGREES 54 MINUTES 01 SECOND EAST 152.18 FEET;

THENCE SOUTH 03 DEGREES 52 MINUTES 30 SECONDS EAST 246.00 FEET;

THENCE SOUTH 16 DEGREES 15 MINUTES 00 SECONDS EAST 621.88 FEET:

THENCE SOUTH 23 DEGREES 29 MINUTES 22 SECONDS EAST 470.54 FEET;

THENCE NORTH 71 DEGREES 20 MINUTES 00 SECONDS EAST 162.53 FEET:

THENCE SOUTH 42 DEGREES 24 MINUTES 41 SECONDS EAST 509.15 FEET;

THENCE NORTH 85 DEGREES 50 MINUTES 00 SECONDS EAST 372.00 FEET;

THENCE NORTH 13 DEGREES 54 MINUTES 52 SECONDS WEST 1214.37 FEET;

THENCE NORTH 57 DEGREES 54 MINUTES 45 SECONDS EAST 104.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PARCEL DEEDED TO THE DENVER WATER DEPARTMENT IN BOOK 362 AT PAGE 858.

PARCEL B:

TOGETHER WITH A CORRECTED JOINT ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE PROPERTY KNOWN AS ARROWHEAD GOLF COURSE, AS GRANTED IN INSTRUMENT RECORDED NOVEMBER 28, 1989 IN BOOK 883 AT PAGE 803, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AN EXISTING BRASS CAP;

THENCE SOUTH 38 DEGREES 20 MINUTES 15 SECONDS EAST 5265.52 FEET TO THE <u>POINT OF BEGINNING</u> ON THE EASTERLY BOUNDARY OF "HOMESTEAD AT ARROWHEAD", BEING THE NORTHWEST CORNER OF SAID EASEMENT;

THENCE NORTH 57 DEGREES 30 MINUTES 31 SECONDS EAST 269.67 FEET ALONG SAID NORTH LINE;

THENCE NORTH 54 DEGREES 48 MINUTES 20 SECONDS EAST 162.39 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID EASEMENT, BEING A POINT ON THE WEST LINE OF PROJECT AREA NO. 3 IN ROXBOROUGH DOWNS:

THENCE SOUTH 02 DEGREES 56 MINUTES 00 SECONDS EAST 30.00 FEET TO THE SOUTHWEST CORNER OF SAID PROJECT AREA NO. 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNDOWN TRAIL:

THENCE SOUTH 38 DEGREES 12 MINUTES 00 SECONDS WEST 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE SOUTH 51 DEGREES 48 MINUTES 00 SECONDS EAST, 30.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SUNDOWN TRAIL, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF PROJECT AREA NO. 13 IN ROXBOROUGH DOWNS - FILING NO. II, BEING THE SOUTHEASTERLY CORNER OF SAID EASEMENT;

THENCE SOUTH 62 DEGREES 16 MINUTES 38 SECONDS WEST 120.00 FEET ALONG SAID SOUTH LINE:

THENCE SOUTH 57 DEGREES 30 MINUTES 31 SECONDS WEST 220.00 FEET ALONG SAID SOUTH LINE TO THE SOUTHWESTERLY CORNER OF SAID EASEMENT, SAID POINT BEING AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF SAID "HOMESTEAD AT ARROWHEAD";

THENCE NORTH 77 DEGREES 18 MINUTES 00 SECONDS WEST 70.48 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

AMENDMENT TO EASEMENT AGREEMENT RECORDED NOVEMBER 28, 1989 IN BOOK 883 AT PAGE 929.

AMENDMENT TO EASEMENT AGREEMENT RECORDED SEPTEMBER 12, 1994 IN BOOK 1218 AT PAGE 646.

SECOND AMENDMENT TO EASEMENT AGREEMENT RECORDED NOVEMBER 14, 1994 IN BOOK 1231 AT PAGE 130.

SERVICE PLAN

FOR

ARROWHEAD COLORADO METROPOLITAN DISTRICT DOUGLAS COUNTY, COLORADO

Prepared

by

MCGEADY BECHER, P.C. 450 E. 17TH AVENUE, SUITE 400 DENVER, CO 80203

APPROVAL DATE (ON FINAL SERVICE PLAN)

DRAFT McGEADY BECHER P.C. August 9, 2024

APPROVAL SUMMARY

This Service Plan for the Arrowhead Colorado Metropolitan District was approved by the
Douglas County Board of County Commissioners on, 2024. Resolution No.
, approving this Service Plan, has been recorded at Reception No.
on, 2024. The organizational and TABOR elections took place on
, 2024. The court decree organizing the District was recorded with the
Douglas County Clerk and Recorder on, 2024 at Reception No

ORGANIZERS AND CONSULTANTS

This Service Plan has been prepared by the Organizers and the following participating consultants:

Organizer	District Counsel
Arrowhead Colorado Propco LLC	McGeady Becher, P.C.
Attn: Chris Puchalla 9820 100 th Ave	Attn: Megan Becher 450 17 th Street, Suite 400
Grande Prairie, Alberta	Denver, CO 80203
T8V 0T8	Phone: 303-592-4320
Canada	Fax: 303-592-4385
Phone: 301-613-1336	Email: mbecher@specialdistrictlaw.com
Email: chrisp@pomeroylodging.com	
Financial Advisor	Engineer
Piper Sandler & Co.	Kimley-Horn and Associates, Inc.
Attn: Shelby Noble	Attn: Coy Williams, P.E.
1144 15th Street, Suite 2050	6200 S. Syracuse Way, Suite 300
Denver, CO 80202	Greenwood Village, CO 80111
Phone: 303-820-5865	Phone: 303-228-2300
Email: shelby.noble@psc.com	Email: coy.williams@kimley-horn.com

EXECUTIVE SUMMARY

This Service Plan is for the Arrowhead Colorado Metropolitan District (the "District"), which will serve the public improvement needs of the "Homestead" project located on Planning Areas 12 and 14 of the current Roxborough Planned Development (the "Existing PD"). The District is generally located in portions of the E1/2 of the SW1/4 and the W1/2 of the SE1/4 of Section 11, and the NW1/4 of the NE1/4 of Section 14, all in Township 7 South, Range 69 West of the 6th P.M., and contains approximately 36 acres.

The Existing PD allows for residential and golf course uses and, if an amendment to the Existing PD is not approved, the District is anticipated to include approximately 31 residential units ("Residential Use"). Alternatively, a Major Amendment to the Existing PD has been filed with the County and, if approved, the District will include Open Space and Club/Resort uses, as authorized in such approved Major Amendment ("Commercial Use"). The final, approved use for the property within the boundaries of the District (as is more particularly described in this Service Plan, the "Property") will be as set forth in the Approved PD. This service plan provides the required information for two separate and alternative development programs: (1) for an Approved PD for Residential Use if the Major Amendment to the Existing PD is not approved, and (2) for an Approved PD for Commercial Use if the Major Amendment to the Existing PD is approved. The intent of providing this dual option service plan is so that it may be approved irrespective of the outcome of the Major Amendment.

The District will have a single district structure. This structure will allow the District to control both financing and services.

The District shall be authorized to provide the following services: parks and recreation, street improvement, water and sanitary sewer systems, storm drainage, and other services as described in C.R.S. §§ 32-1-1001 and 1004, as amended.

The total authorized debt limit for the District shall be Eight Million Five Hundred Thousand Dollars (\$8,500,000). The District anticipates the issuance of an initial series of bonds in the amount of Eight Million Fifteen Thousand Dollars (\$8,015,000) on December 1, 2025. The initial debt service mill levy will be 50 mills, with a Maximum Debt Service Mill Levy of 50 mills, adjusted as described herein. The initial operations and maintenance mill levy will be 10 mills, with a Maximum Operations and Maintenance Mill Levy of 10 mills, subject to Mill Levy Adjustment as described herein. The combined initial mill levy for the District will be 60 mills, with a maximum combined mill levy of 60 mills, subject to Mill Levy Adjustment as described herein.

DRAFT McGEADY BECHER P.C. August 9, 2024

TABLE OF CONTENTS

I.	INTRODUCTION			
II.	PURPOSE OF THE DISTRICT			
III.	DIST	TRICT FRAMEWORK	2	
IV.	NEE	D FOR DISTRICT	2	
V.	LOC	LOCATION AND BOUNDARIES		
VI.	ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION			
VII.	/II. POWERS AND RESPONSIBILITIES			
	A.	General Powers	4	
	B.	Miscellaneous Powers	4	
VIII.	DIST	TRICT SERVICES, FACILITIES, AND IMPROVEMENTS	4	
	A.	Services and Facilities	4	
	B.	Services to be Provided by Other Governmental Entities	9	
	C.	Compliance with Section 18A, Water Supply – Overlay District, of Douglas County Zoning Resolution, as amended and Compliance Colorado Clean Water Plan	with	
IX.	EXIS	STING AND PROPOSED AGREEMENTS	9	
X.	FINA	ANCIAL INFORMATION	9	
	A.	General	9	
	B.	Assumptions	9	
	C.	Identification of District Revenue	9	
	D.	Debt Service Mill Levy	10	
	E.	Operations and Maintenance Mill Levy	10	
	F.	District Expenditures	10	
	G.	Debt	11	
ΧI	DEV	TELOPER ADVANCES AND REIMBURSEMENTS	11	

DRÁFT McGEADY BECHER P.C.

August 9, 2024

XII.	ANNUAL REPORT	12
XIII.	MODIFICATION OF SERVICE PLAN	12
XIV.	DISCLOSURE STATEMENT	12
XV.	DISSOLUTION	13
XVI.	DEFINITIONS	13
XVII.	RESOLUTION OF APPROVAL	15
XVIII.	STATUTORY FINDINGS AND CONCLUSIONS	15

DRAFT McGEADY BECHER P.C. August 9, 2024

EXHIBITS

Exhibit A	Vicinity Map
Exhibit B	Legal Description
Exhibit C	District Boundary Map
Exhibit D	Residential Cost of Improvements
Exhibit E	Residential Map of Improvements
Exhibit F	Commercial Cost of Improvements
Exhibit G	Commercial Map of Improvements
Exhibit H-1	Commercial Financial Plan
Exhibit H-2	Residential Financial Plan
Exhibit I	Resolution of Approval
Exhibit J	Compliance with Section 18A, Water Supply & Overlay District Compliance with Colorado Clean Water Plan
Exhibit K	Advance and Reimbursement Agreements
Exhibit K-1	Facilities Funding and Acquisition Agreement
Exhibit K-2	Operation Funding and Reimbursement Agreement
Exhibit L	Annual Report Requirements

I. INTRODUCTION

This Service Plan for the Arrowhead Colorado Metropolitan District (the "District") is for a special district organized under Title 32 of the Colorado Revised Statutes to serve the public improvement needs of the Existing PD and the Project. The District is generally located E1/2 of the SW1/4 and the W1/2 of the SE1/4 of Section 11, and the NW1/4 of the NE1/4 of Section 14, all in Township 7 South, Range 69 West of the 6th P.M., (see Exhibit A, Vicinity Map) and contains approximately 36 acres (see Exhibits B & C, Legal Description and District Boundary Map).

The Existing PD allows for the Residential Use of residential and golf course uses and, if an amendment to the Existing PD is not approved, the District is anticipated to include approximately 31 residential units. Alternatively, a Major Amendment to the Existing PD has been filed with the County and, if approved, the District will include the Commercial Use of Open Space and Club/Resort uses, as authorized in such approved Major Amendment. The final, approved use for the property within the boundaries of the District will be as set forth in any Approved PD document for the Property, as may be amended and approved by the County for identifying, among other things, the uses allowed by the Property and the Public Improvements necessary for facilitating development for property within the boundaries of the District as approved by the County. This Service Plan provides the required information for two separate and alternative development programs: (1) for an Approved PD for Residential Use if the Major Amendment to the Existing PD is not approved.

Pursuant to the requirements of the Special District Control Act, C.R.S. §32-1-201, et seq., as amended, and the Special District Service Plan Review Procedures for the County, the following items are included in this Service Plan:

- 1. A description of the powers granted to and services to be provided by the District;
- 2. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the County and of any municipalities and special districts which are interested parties;
- 3. A general written description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial indebtedness and estimated maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District;
- 4. A summary of general conditions regarding oversight of the District by the County;
- 5. A legal description and map of the District's boundaries and an estimate of the population and valuation for assessment of the District;

- 6. A summary of estimated costs for improvements to be financed and constructed by the District;
- 7. A preliminary engineering and architectural survey showing how the improvements and services are to be provided;
- 8. A financial plan showing how District improvements and services are to be financed, including the operating revenue for the first budget year of the District;
- 9. The resolution of approval adopted by the Board of County Commissioners;
- 10. Information demonstrating compliance with Section 18A, Water Supply Overlay District, of the Douglas County Zoning Resolution, as amended, and compliance with the Denver Regional Council of Governments' Clean Water Plan;
 - 11. A description of any advance and reimbursement agreements;
- 12. A description of any arrangement or agreement with any political subdivision for the performance of any services between the District and such other political subdivision; and
 - 13. The recorded court decree organizing the District.

Exhibits A through L, attached hereto, are hereby incorporated into the Service Plan.

II. PURPOSE OF THE DISTRICT

The purpose of the District is to provide public improvements and services for the benefit of all anticipated inhabitants and taxpayers of the District, either within or without its boundaries. The District also serves to finance and oversee the construction of these public improvements and to provide for ongoing operations and maintenance services.

III. DISTRICT FRAMEWORK

The District will be organized under a single district structure and will be responsible for all aspects of financing and services authorized under this Service Plan.

IV. NEED FOR DISTRICT

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible, or practicable to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and ongoing operations of the public improvements needed for the Project. Formation of the District is therefore necessary in order for the public improvements and services required for the Project to be provided in the most economical manner possible.

V. LOCATION AND BOUNDARIES

The District is located in the E1/2 of the SW1/4 and the W1/2 of the SE1/4 of Section 11, and the NW1/4 of the NE1/4 of Section 14, all in Township 7 South, Range 69 West of the 6th P.M. A vicinity map is attached hereto as **Exhibit A**. The area of the initial District's boundary encompasses approximately 36 acres. A legal description of the District's boundaries is attached hereto as **Exhibit B**. A map of the initial District's boundaries is attached hereto as **Exhibit C**.

It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, et seq., and C.R.S. §§ 32-1-501, et seq., as amended. Future inclusion and exclusion areas are identified in **Exhibit C**. Prior to any inclusions or exclusions that are not identified in **Exhibit C**, the District shall provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the inclusion or exclusion, then the inclusion or exclusion shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION

The property within the District is zoned residential - unplatted as of July 2024. The current assessed value of property within the initial boundaries of the District is One Hundred Ninety-two Thousand Nine Hundred Ninety dollars (\$192,990) as of July 2024.

If the Approved PD results in the Commercial Use, the estimated assessed value at full build-out is anticipated to be approximately Thirteen Million Dollars (\$13,000,000) and is expected to be sufficient to reasonably discharge the debt under the Financial Plan. If developed for Commercial Use, it is anticipated the District will include approximately 30,500 square feet of commercial space. Based upon an estimated 3.7 persons per 1,000 square feet, the daytime population of the District at build-out will be approximately 115 customers.

If the Approved PD results in the Residential Use, the estimated assessed value at full build-out is anticipated to be approximately Two Million Dollars (\$2,000,000) and is expected to be sufficient to reasonably discharge the debt under the Financial Plan. If developed for Residential Use, it is anticipated the District will include approximately 31 residential units. Based upon an estimated three (3) persons per residence, the population of the District at build-out will be ninety-three (93) residents.

Approval of this Service Plan by the County does not constitute nor imply approval of the development of a specific area within the District, nor does it constitute or imply approval of the use of the Property, the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached hereto, unless such land use plans have been approved by the Board of County Commissioners as part of a separate development review process.

4892-7008-5589, v. 10

VII. POWERS AND RESPONSIBILITIES

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, C.R.S. Title 32, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein.

A. General Powers

The District shall have the authority to construct, operate, and maintain the services and facilities as described in Section VIII.A of this Service Plan.

B. Miscellaneous Powers

In addition to the powers enumerated above, the District's Board shall have the power and authority:

- 1. To amend this Service Plan as provided for in Section XIII, Modification of Service Plan:
- 2. To forego, reschedule, or restructure the financing and construction of certain improvements and facilities in order to better accommodate the pace of growth, resource availability, and potential inclusions and exclusions of property within the District, with prior notice to the County in accordance with C.R.S. § 32-1-202(2)(b), as amended; and
- 3. To have and exercise all rights and powers necessary or incidental to, or implied from, the specific powers granted to the District in this Service Plan.
- 4. To have and exercise the power of eminent domain, but only as necessary to construct, install, access, relocate or redevelop the public improvements identified in this Service Plan. Any other use of eminent domain shall require the District to provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the use of eminent domain, then it shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS

A. Services and Facilities

The District shall have the authority pursuant to C.R.S. §§ 32-1-1001 and 32-1-1004, as amended, to provide the following services and public improvements described in this section.

1. Water

The District shall have the power and authority to finance, design, construct, acquire, install, and provide for potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper reservoirs, treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The District shall have the power and authority to contract with other private or governmental entities to provide any or all of the services the District is authorized or empowered to provide.

Notwithstanding the foregoing, the District shall not have the authority to provide ongoing water service. The District's boundaries overlap with the boundaries of RWSD. RWSD shall provide water supply services to the District. While the District shall have the authority to finance and construct water improvements in accordance with this Service Plans, all such water improvements shall be constructed in accordance with all applicable RWSD Rules and Regulations and all water improvements shall be conveyed to RWSD, as appropriate, in accordance with such RWSD Rules and Regulations, for perpetual ownership, operation and maintenance and for the provision of water service to the District. Correspondence from RWSD evidencing compliance with Section 18A, Water Supply – Overlay District and compliance with the Colorado Clean Water Plan is attached hereto as Exhibit J.

Storm Sewer

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

Stormwater improvements subject to Colorado Discharge Permit System Regulations, if applicable, shall be owned and maintained by the District or such other governmental entity that may accept dedication. Dedication to another governmental entity of stormwater improvements subject to such regulations shall be subject to approval by the County. In no event will the District dedicate such detention ponds or facilities to a private homeowner's association, or other property owner's association, for operations or maintenance.

3. Sanitation and Wastewater Treatment

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, assess tap or other facility fees, and provide for sanitary sewers and to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

Notwithstanding the foregoing, the District shall not have the authority to provide ongoing sanitation and/or wastewater service. The District's boundaries overlap with the boundaries of RWSD. RWSD shall provide sanitation and wastewater treatment services to the District. While the District shall have the authority to finance and construct sanitation improvements in accordance with this Service Plans, all such sanitation improvements shall be constructed in accordance with RWSD Rules and Regulations and all sanitation improvements shall be conveyed to RWSD, as appropriate, in accordance with such RWSD Rules and Regulations, for perpetual ownership, operation and maintenance and for the provision of water service to the District. Correspondence from RWSD evidencing compliance with Section 18A, Water Supply – Overlay District and compliance with the Colorado Clean Water Plan is attached hereto as Exhibit J.

4. Street Improvements

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for arterial and collector streets and roadway improvements including, but not limited to, bridges, curbs, gutters, culverts, storm sewers and drainage facilities, detention and retention ponds, retaining walls and appurtenances, sidewalks, paving, lighting, grading, landscaping, streetscaping, placement of underground utilities, snow removal, tunnels, and other street improvements, and architectural enhancements to any or all of the above, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

5. Traffic Safety Protection

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for safety protection through traffic control devices and safety controls on streets, as well as such other facilities and improvements as are necessary or prudent, including, but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance and driver information signs, with all necessary and incidental and appurtenant facilities, and land and easements, together with extensions and improvements thereto. All traffic and safety control devices will be consistent with and in compliance with County rules and regulations.

6. Parks and Recreation

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for public park and public recreation centers and other recreation facilities, services, or programs including, but not limited to, grading,

soil preparation, sprinkler systems, fencing, pavilions, playgrounds, playing fields, open space, bike trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping, streetscaping, storage buildings and facilities, weed control, paving, decorative paving, outdoor functional and decorative lighting, community events, and other services, programs and facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

7. Fire Protection

The District shall not have the power and authority to provide fire protection, ambulance, and emergency medical and rescue services, including necessary equipment, personnel, and facilities. Fire Protection Service shall be provided by West Metro Fire Protection District.

8. Covenant Enforcement and Design Review

The District shall have the power and authority to provide covenant enforcement and design review services subject to the limitations set forth in C.R.S. § 32-1-1004(8), as amended.

(a) Estimated Costs and Phasing of Improvements: The project will be developed in accordance with the final, Approved PD:

1) Commercial Use: In the event the Approved PD results in the Commercial Use, the estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey on the property and is approximately Four Million Sixty Thousand Seven Hundred Eighteen dollars (\$4,060,718) as shown in Exhibit F. Exhibit F includes an engineer's opinion of costs in current dollars of each public improvement, together with an explanation of methods, basis, and/or assumptions used. 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 County's requirements, and construction scheduling may require. The District will continue to develop and refine cost estimates contained herein and prepare for issuance of debt. Any increase in public improvement costs greater than twenty percent (20%), but less than forty percent (40%), of the stated amount in Exhibit F, exclusive of any contingency shown in **Exhibit F**, shall require an administrative review by County staff. Any increase in public improvement costs in excess of forty percent (40%) of the stated amount in Exhibit F, exclusive of any contingency shown in Exhibit F, will constitute a material modification of the Service Plan and will require review by the County and action by the Board of County Commissioners in accordance with Section XIII. Any costs not covered by bond proceeds will be paid for by the Developer or other sources of revenues. All construction cost estimates assume construction to applicable local, State, or Federal requirements.

Maps showing the preliminary location of the public improvements that the District is authorized to acquire or construct related to a Commercial Use are attached hereto as **Exhibit G**. Phasing of construction shall be determined by the District to meet the needs of taxpayers within its boundaries. The District shall own, maintain, and replace public improvements constructed, installed, or acquired by the District or shall dedicate such public improvements to such other entity as shall accept dedication, subject to any limitations specified in this Service Plan.

Residential Use: In the event the 2) Approved PD results in a Residential Use, the estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey on the property and is approximately Four Million Ninety-one Thousand Two Hundred Fifty dollars (\$4,091,250) as shown in Exhibit D. Exhibit D includes an engineer's opinion of costs in current dollars of each public improvement, together with an explanation of methods, basis, and/or assumptions used. 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 County's requirements, and construction scheduling may require. The District will continue to develop and refine cost estimates contained herein and prepare for issuance of debt. Any increase in public improvement costs greater than twenty percent (20%), but less than forty percent (40%), of the stated amount in Exhibit D, exclusive of any contingency shown in Exhibit D, shall require an administrative review by County staff. Any increase in public improvement costs in excess of forty percent (40%) of the stated amount in Exhibit D, exclusive of any contingency shown in Exhibit **D**, will constitute a material modification of the Service Plan and will require review by the County and action by the Board of County Commissioners in accordance with Section XIII. Any costs not covered by bond proceeds will be paid for by the Developer or other sources of revenues. All construction cost estimates assume construction to applicable local, State, or Federal requirements.

Maps showing the preliminary location of the public improvements that the District is authorized to acquire or construct related to the Residential Use are attached hereto as **Exhibit E**. Phasing of construction shall be determined by the District to meet the needs of taxpayers within its boundaries. The District shall own, maintain, and replace public improvements constructed, installed, or acquired by the District or shall dedicate such public improvements to such other entity as shall accept dedication, subject to any limitations specified in this Service Plan.

In all instances, whether the Approved PD results in Commercial Use or Residential Use, the District shall ensure that the public improvements are designed and constructed in accordance with the standards and specifications of the County or other such entity that may have authority over such design and construction. The District shall obtain approval of civil engineering and other plans and any applicable permits for the construction and installation of public improvements from the County and/or other appropriate regulatory agencies.

8

- B. Services to be Provided by Other Governmental Entities
- 1. Fire Protection: West Metro Fire Rescue
- 2. Water and Wastewater Treatment: RWSD
- C. Compliance with Section 18A, Water Supply Overlay District, of the Douglas County Zoning Resolution, as amended and Compliance with Colorado Clean Water Plan

RWSD shall provide water supply and services to the Project. Correspondence from RWSD evidencing compliance with Section 18A, Water Supply – Overlay District and compliance with the Colorado Clean Water Plan is attached hereto as Exhibit J.

IX. EXISTING AND PROPOSED AGREEMENTS

Currently the District has no plans to enter into agreements with other governmental entities. It is anticipated that the District may need to enter into agreements with West Metro Fire Protection District for fire protection service, and/or the RWSD for water and sanitary sewer services.

X. FINANCIAL INFORMATION

A. General

This section describes the nature, basis, and method of funding and debt and mill levy limitations associated with the District's public improvements. A detailed Financial Plan and statement of assumptions is contained in **Exhibit H-1 (Commercial) and H-2 (Residential)**. The Financial Plan exhibits the assumptions in the alternative for an Approved PD for Commercial Use and an Approved PD for Residential Use.

B. Assumptions

4892-7008-5589, v. 10

The maximum debt limitation contained herein is the same, irrespective of the Approved PD and is based on the anticipated costs of the improvements. The Financial Plan demonstrates that the District has the ability to finance the public improvements identified herein, will be capable of discharging the indebtedness on a reasonable basis, and will operate on a sound fiscal basis.

C. Identification of District Revenue

The District will impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt and for operations and maintenance. 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, rates, tolls, penalties, or charges as provided for in C.R.S. § 32-1-1001(1), as amended.

A Maximum Total Mill Levy of 60 mills, subject to Mill Levy Adjustment (defined below), is authorized to support debt service and operations and maintenance of the District. The District may request an amendment to the Service Plan, in accordance with Section XIII, to eliminate mill levy caps when the debt to assessed value ratio falls below fifty percent (50%).

If, on or after the date of approval of the Service Plan, 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 such debt and operating and maintenance expenses may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenue generated by the mill levy are neither diminished nor enhanced as a result of such changes ("Mill Levy Adjustment"). For purposes of the foregoing, a change in the ratio of actual valuation and any constitutional or legislative changes in the actual value against which the assessment rate is applied shall be deemed to be a change in the method of calculating assessed valuation.

D. Debt Service Mill Levy

Irrespective of the Approved PD, a maximum mill levy of 50.00 mills is authorized to support the debt service of the District, subject to Mill Levy Adjustment and the limitation of the Maximum Total Mill Levy. An initial debt service mill levy of 50.00 mills will produce revenue sufficient to support debt service costs through the bond repayment period (see Exhibit H-1 (Commercial) and H-2 (Residential), Financial Plans).

E. Operations and Maintenance Mill Levy

Irrespective of the Approved PD, a maximum mill levy of 10 mills is authorized to support the operations and maintenance of District services and public improvements, subject to Mill Levy Adjustment and the limitation of the Maximum Total Mill Levy. An initial operations and maintenance mill levy of 10 mills will produce revenue sufficient to support the operations and maintenance of District services and public improvements (see Exhibit H-1 (Commercial) and H-2 (Residential), Financial Plans).

F. District Expenditures

<u>Commercial Use</u>: If an Approved PD results in Commercial Use, the estimated cost of public improvements for the District is Four Million Sixty Thousand Seven Hundred Eighteen dollars and no cents (\$4,060,718.00). **Exhibit F** includes, in current dollars, the estimated cost of each public improvement, together with an explanation of the methods, basis, and/or assumptions used to establish such costs.

Residential Use: If an Approved PD results in Residential Use, the estimated cost of public improvements for the District is Four Million Ninety-One Thousand Two Hundred Fifty dollars and no cents (\$4,091,250.00). Exhibit D includes, in current dollars, the estimated cost of each public improvement, together with an explanation of the methods, basis, and/or assumptions used to establish such costs.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated, and maintained as permitted herein. Such costs are expected to include reimbursement of organizational costs, legal, engineering, accounting, bond issuance costs, and compliance with State budgeting, audit, and reporting, and other administrative and legal requirements. The organizational costs for the District for legal, engineering, surveying, and accounting services are estimated to be One Hundred Fifty Thousand Dollars (\$150,000). The first year's operating budget is estimated to be Fifty Thousand (\$50,000).

G. Debt

(a) Debt Limitation

Irrespective of whether the Approved PD results in Commercial Use or Residential Use, the total debt limit for the District shall be Eight Million Five Hundred Thousand Dollars (\$8,500,000), inclusive of costs of issuance, inflation, and other similar costs. For purposes of this Service Plan, debt shall be considered any outstanding bonds, notes, contracts, or other financial obligations of the District payable in whole or in part from ad valorem taxes or other revenues of the District for the purposes of financing, acquiring, constructing, or improving any of the public improvements contemplated herein. The debt limit shall not be increased unless approved by the County and as permitted by statute and the Colorado Constitution. Any change in debt limit shall be considered a material modification of the Service Plan, subject to the provisions of Section XIII of this Service Plan. The maximum term of any bond issue, including refunding and refinancing, shall be thirty (30) years from the original date of issuance.

(b) Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any debt is limited to the market rate at the time debt is issued. In the event of a default, the maximum voted interest rate on any debt shall not exceed twelve percent (12%). The maximum underwriting discount shall be five percent (5%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law, and Federal law as is then applicable to the issuance of public securities.

XI. DEVELOPER ADVANCES AND REIMBURSEMENTS

The District anticipates receiving initial funding for both capital and ongoing administrative requirements from developer advances. Such advances may be made to the District subject to the District's obligation to reimburse the same, as may be evidenced by short-term reimbursement agreements or other acceptable agreements or resolutions. The interest rate on developer reimbursements shall not exceed the current Bond Buyer 20-Bond GO Index plus four percent (4%).

Such advances, which the Board is obligated to appropriate on an annual basis, shall count against the maximum allowable debt limit under this Service Plan and may be repaid by the District from bond proceeds or other legally available sources of revenue. Developer advances shall be subordinate to the District general obligation bonds and

11

refinancing of the same shall not require County approval. Any amount of outstanding principal and accrued interest on such developer advances that remains unpaid as of the expiration of the Maximum Debt Service Mill Levy term shall be deemed to be forever discharged and satisfied in full.

XII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the County no later than October 1 of each year in accordance with the procedures set forth in C.R.S. § 32-1-207(3)(c) and (d), as amended. The annual report shall conform to the format attached hereto as **Exhibit L**, or in a format agreed to by the County.

XIII. MODIFICATION OF SERVICE PLAN

Pursuant to C.R.S. § 32-1-207, as amended, the District shall obtain prior written approval of the County before making any material modification to this Service Plan. Material modifications require a Service Plan amendment and include modifications of a basic or essential nature, including, but not limited to, the following: any addition to the types of services provided by the District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

In the event the District plans to undertake an action which may not be permitted by this Service Plan, it shall be the District's responsibility to contact County staff to seek an administrative determination as to whether the action in question is permitted by the Service Plan. If County staff determines that the action may constitute a material modification, the District shall submit a proposal for action to the Board of County Commissioners. Thereafter, the Board of County Commissioners will determine whether the proposed action constitutes a material modification. If the Board of County Commissioners determines that the proposed action constitutes a material modification, then the action shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

XIV. DISCLOSURE STATEMENT

The District shall provide notice to all purchasers of property in the District regarding the District's authority to levy and collect *ad valorem* taxes and to impose and collect rates, fees, tolls, and charges, by recording a disclosure statement against the property within the District with the Office of the Douglas County Clerk and Recorder. Such disclosure statement shall also provide information concerning the structure of the Board and summarize how purchasers may participate in the affairs of the Board. The disclosure statement shall be recorded within thirty (30) days following the recordation of the court decree organizing the District.

XV. DISSOLUTION

It shall be mandatory for the District to initiate dissolution proceedings when the District has neither any financial obligations nor operations and maintenance obligations. The District may file a petition in the district court for dissolution when there are no financial obligations or outstanding bonds, or any such financial obligations or outstanding bonds are adequately secured by escrow funds or securities meeting the investment requirements in C.R.S. §§ 24-75-601, et seq., as amended. The District's dissolution shall be subject to approval of a plan of dissolution in the district court of the County, pursuant to C.R.S. § 32-1-704, as amended.

XVI. DEFINITIONS

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

Approved PD: any Planned Development document for the Property, as may be amended and approved by the County for identifying, among other things, the uses allowed by the Property and the Public Improvements necessary for facilitating development for property within the boundaries of the District as approved by the County

Board: the board of directors of the District

<u>Board of County Commissioners</u>: the Board of County Commissioners of Douglas County, Colorado

Commercial Use: any commercial use set forth in an Approved PD as a result of a Major Amendment to the Existing PD which, if approved, is anticipated to include Open Space and Club/Resort uses, as authorized in such approved Major Amendment

<u>Control Act</u>: Part 2 of Title 32 (Special Districts) of the Colorado Revised Statutes (C.R.S.), which outlines review procedures for service plans for a special district

County: Douglas County, Colorado

<u>Debt</u>: any bond, note debenture, contract, or other multiple-year financial obligation of a District

Developer: the owner of the property proposing development of the project

District: the Arrowhead Colorado Metropolitan District

<u>District Boundaries</u>: the boundaries of the area described in the legal description attached hereto as **Exhibit B**

<u>District Boundary Map</u>: the map attached hereto as **Exhibit C**, showing the District's boundaries

Existing PD: the "Homestead" project located on Planning Areas 12 and 14 of the current Roxborough Planned Development

<u>Financial Plan</u>: the Financial Plans described in Section X and attached as **Exhibit H-1** (Commercial) and H-2 (Residential), which describe: (a) how the public improvements are to be financed; (b) how the debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Bond: bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy

<u>Maximum Debt Service Mill Levy</u>: the maximum mill levy the District is permitted to impose for payment of debt as set forth in Section X.D

Maximum Operations and Maintenance Mill Levy: the maximum mill levy the District is permitted to impose for the payment of operating and maintenance expenses as set forth in Section X.E.

<u>Maximum Total Mill Levy</u>: the maximum mill levy the District is permitted to impose for the payment of debt as set forth in Section X.D. and operating and maintenance expenses as set forth in Section X.E

<u>Project</u>: the development or property commonly referred to as the "Homestead"

<u>Public Improvements</u>: the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act to serve the future taxpayers and inhabitants of the District as determined by the Board of the District

<u>Residential Use</u>: The Existing PD allows for residential and golf course uses and, if an amendment to the Existing PD is not approved, the District is anticipated to include approximately 31 residential units ("**Residential Use**")

Revenue Bond: bonds issued by the District to finance a specific project, the income from which will be used for repaying the bond

RWSD: Roxborough Water and Sanitation District

RWSD Rules and Regulations: the rules, regulations and guidelines of RWSD

Service Plan: the service plan for the District approved by the Board of County Commissioners

Special District Act: C.R.S. § 32-1-101, et seq., as amended

State: the State of Colorado

XVII. RESOLUTION OF APPROVAL

The District incorporates the Board of County Commissioner's resolution approving this Service Plan into this Service Plan to be presented to the district court attached hereto as **Exhibit I**.

XVIII. STATUTORY FINDINGS AND CONCLUSIONS

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

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

There is sufficient existing and projected need for organized service in the area to be served by the District. This need is demonstrated by current and expected demand, population growth, and community development plans, which all indicate a sustained and increasing requirement for organized services to meet the needs of residents and businesses effectively. The are no services in the area to be served by the District and therefore are inadequate for projected needs;

2. The District is capable of providing economical and sufficient service to the area within its boundaries;

Yes, the District can provide economical and sufficient service to the area within its boundaries. With strategic planning, efficient resource allocation, and leveraging economies of scale, the District can establish and maintain services that meet the needs of the community and commercial customers in a cost-effective manner.

3. The area to be included in the District has, or will have, the financial ability to discharge the indebtedness on a reasonable basis;

Yes, the area to be included in the District will have the financial ability to discharge the indebtedness on a reasonable basis. Projections of future revenue, combined with prudent fiscal management and potential growth in the tax base, indicate that the area will be able to meet its financial obligations effectively.

4. Adequate service is not, or will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

There are currently no services available, and existing entities, including the County, are not positioned to provide adequate service within a reasonable time frame or on a comparable basis.

5. The facility and service standards of the District are compatible with the facility and service standards of each county within which the District is to be located and each municipality which is an interested party under C.R.S. § 32-1-204(1), as amended;

The facility and service standards of the District are designed to be compatible with those of the County, ensuring a cohesive and efficient integration of services.

6. The proposal is in substantial compliance with the Douglas County Comprehensive Master Plan, as amended, adopted pursuant to C.R.S. § 30-28-106, as amended;

The proposal aligns well with the Douglas County Comprehensive Master Plan, adhering to the guidelines and objectives set forth for sustainable development and service provision.

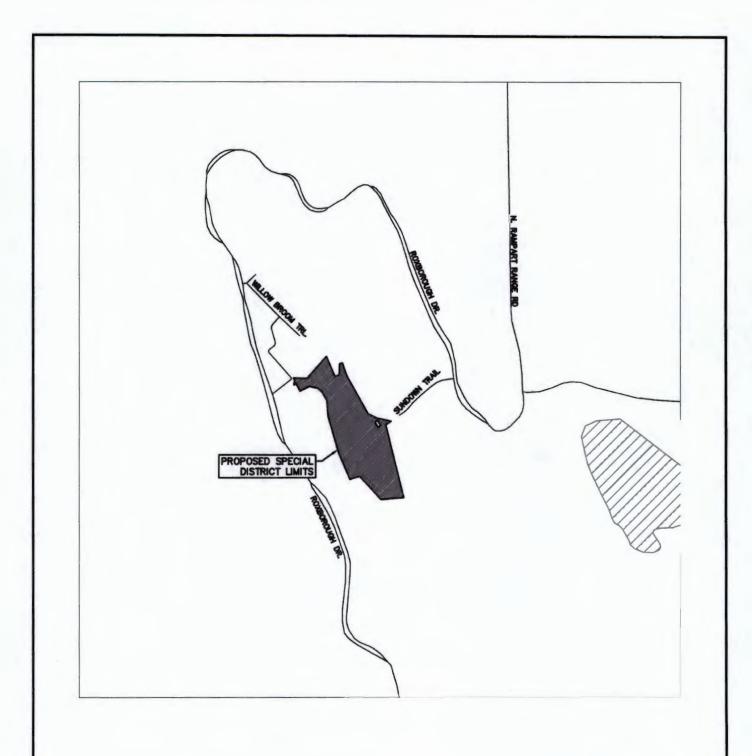
7. The proposal is in compliance with the regional Clean Water Plan, as amended; and

The proposal adheres to the regional Clean Water Plan, ensuring that all planned activities meet the necessary environmental standards and regulations for water quality.

8. The creation of the District will be in the best interests of the area to be served.

The establishment of the District will serve the best interests of the community by providing necessary services that are currently lacking, thereby improving the quality of life and supporting sustainable development.

Exhibit A Vicinity Map



GRAPHIC SCALE IN FEET 750 1500 30 3000



ARROWHEAD COLORADO

05/23/2024

METRO DISTRICT
DRAWN BY: DEK SCALE:
CK'D BY: CMW DATE:

EXHIBIT A VICINITY MAP

Kimley > Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 \$ SYRACUSE WAY, SUITE 300
GREENWOOD VILLAGE, CO 80111
PHONE: 303-228-2300

Exhibit B Legal Description

Exhibit B - Legal Description - Arrowhead Colorado

PARCEL A:

PARCEL C-1, A PARCEL OF LAND LOCATED IN SECTION 11, AND PARTLY IN THE NORTH ONE-HALF OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PROJECT AREA NO. 4 OF ROXBOROUGH DOWNS, AS SAID PLAT IS RECORDED AND ON FILE WITH THE CLERK AND RECORDERS OFFICE OF DOUGLAS COUNTY, COLORADO, FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11, BEARS NORTH 01 DEGREE 03 MINUTES 52 SECONDS EAST A DISTANCE OF 934.12 FEET;

THENCE NORTH 79 DEGREES 05 MINUTES 07 SECONDS EAST 278.13 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PROJECT AREA NO. 4 TO THE INTERSECTION WITH THE WEST LINE OF LOT 257 OF SAID ROXBOROUGH DOWNS:

THENCE SOUTH 13 DEGREES 13 MINUTES 30 SECONDS EAST 64.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 257:

THENCE SOUTH 17 DEGREES 19 MINUTES 55 SECONDS EAST 1608.86 FEET ALONG THE WEST BOUNDARY LINE OF LOTS 260, 261, 264, 265, 268, 269, 271, 272, 274, 275, 278, 279 AND 282 IN SAID ROXBOROUGH DOWNS TO THE SOUTHWEST CORNER OF SAID LOT 282;

THENCE SOUTH 25 DEGREES 15 MINUTES 26 SECONDS EAST 381.59 FEET ALONG THE WEST LINE OF LOTS 283, 286 AND 287 IN SAID ROXBOROUGH DOWNS TO THE SOUTHWEST CORNER OF SAID LOT 287;

THENCE SOUTH 69 DEGREES 32 MINUTES 47 SECONDS WEST 158.41 FEET;

THENCE SOUTH 15 DEGREES 11 MINUTES 08 SECONDS EAST 352.20 FEET;

THENCE SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST 209.11 FEET TO THE INTERSECTION WITH AN ANGLE POINT ON THE WEST LINE OF PROJECT AREA NO. 3 IN SAID ROXBOROUGH DOWNS;

THENCE SOUTH 26 DEGREES 35 MINUTES 34 SECONDS EAST 312.69 FEET ALONG THE WEST LINE OF SAID PROJECT AREA NO. 3:

THENCE SOUTH 02 DEGREES 56 MINUTES 00 SECONDS EAST 224.00 FEET TO THE SOUTHWEST CORNER OF SAID PROJECT AREA NO. 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNDOWN TRAIL:

THENCE SOUTH 38 DEGREES 12 MINUTES 00 SECONDS WEST 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF PROJECT AREA NO. 2 IN SAID ROXBOROUGH DOWNS;

THENCE SOUTH 54 DEGREES 19 MINUTES 30 SECONDS WEST 330.17 FEET TO THE <u>POINT OF BEGINNING</u>. FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 09 DEGREES 42 MINUTES 15 SECONDS WEST 4217.28 FEET;

THENCE CONTINUING NORTH 77 DEGREES 18 MINUTES 00 SECONDS WEST 242.00 FEET;

THENCE NORTH 64 DEGREES 05 MINUTES 00 SECONDS WEST 155.00 FEET;

THENCE NORTH 29 DEGREES 20 MINUTES 00 SECONDS WEST 702.00 FEET;

THENCE NORTH 18 DEGREES 30 MINUTES 00 SECONDS WEST 221.00 FEET;

THENCE SOUTH 71 DEGREES 30 MINUTES 00 SECONDS WEST 50.00 FEET;

THENCE SOUTH 01 DEGREE 05 MINUTES 00 SECONDS WEST 180.00 FEET;

THENCE SOUTH 67 DEGREES 46 MINUTES 51 SECONDS WEST 76.19 FEET;

THENCE NORTH 23 DEGREES 06 MINUTES 00 SECONDS WEST 357.54 FEET;

THENCE SOUTH 41 DEGREES 25 MINUTES 00 SECONDS WEST 472.81 FEET;

THENCE NORTH 88 DEGREES 30 MINUTES 00 SECONDS WEST 220.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF REPLAT OF LOTS 1-109 ROXBOROUGH DOWNS:

THENCE SOUTH 49 DEGREES 18 MINUTES 52 SECONDS WEST 4.87 FEET TO THE MOST SOUTHERLY CORNER OF LOT 78, REPLAT OF LOTS 1-109 ROXBOROUGH DOWNS:

THENCE SOUTH 40 DEGREES 41 MINUTES 08 SECONDS EAST 30.00 FEET:

THENCE SOUTH 05 DEGREES 45 MINUTES 44 SECONDS WEST 84.82 FEET;

THENCE NORTH 61 DEGREES 28 MINUTES 18 SECONDS EAST 40.56 FEET:

THENCE SOUTH 27 DEGREES 30 MINUTES 26 SECONDS EAST 139.71 FEET:

THENCE NORTH 62 DEGREES 29 MINUTES 34 SECONDS EAST 168.77 FEET:

THENCE SOUTH 77 DEGREES 53 MINUTES 22 SECONDS EAST 141.44 FEET:

THENCE SOUTH 49 DEGREES 32 MINUTES 30 SECONDS EAST 95.00 FEET:

THENCE SOUTH 28 DEGREES 54 MINUTES 01 SECOND EAST 152.18 FEET;

THENCE SOUTH 03 DEGREES 52 MINUTES 30 SECONDS EAST 246.00 FEET;

THENCE SOUTH 16 DEGREES 15 MINUTES 00 SECONDS EAST 621.88 FEET;

THENCE SOUTH 23 DEGREES 29 MINUTES 22 SECONDS EAST 470.54 FEET:

THENCE NORTH 71 DEGREES 20 MINUTES 00 SECONDS EAST 162.53 FEET;

THENCE SOUTH 42 DEGREES 24 MINUTES 41 SECONDS EAST 509.15 FEET;

THENCE NORTH 85 DEGREES 50 MINUTES 00 SECONDS EAST 372.00 FEET:

THENCE NORTH 13 DEGREES 54 MINUTES 52 SECONDS WEST 1214.37 FEET;

THENCE NORTH 57 DEGREES 54 MINUTES 45 SECONDS EAST 104.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PARCEL DEEDED TO THE DENVER WATER DEPARTMENT IN BOOK 362 AT PAGE 858.

PARCEL B:

TOGETHER WITH A CORRECTED JOINT ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE PROPERTY KNOWN AS ARROWHEAD GOLF COURSE, AS GRANTED IN INSTRUMENT RECORDED NOVEMBER 28, 1989 IN BOOK 883 AT PAGE 803, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AN EXISTING BRASS CAP:

THENCE SOUTH 38 DEGREES 20 MINUTES 15 SECONDS EAST 5265.52 FEET TO THE <u>POINT OF BEGINNING</u> ON THE EASTERLY BOUNDARY OF "HOMESTEAD AT ARROWHEAD", BEING THE NORTHWEST CORNER OF SAID EASEMENT;

THENCE NORTH 57 DEGREES 30 MINUTES 31 SECONDS EAST 269.67 FEET ALONG SAID NORTH LINE;

THENCE NORTH 54 DEGREES 48 MINUTES 20 SECONDS EAST 162.39 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID EASEMENT, BEING A POINT ON THE WEST LINE OF PROJECT AREA NO. 3 IN ROXBOROUGH DOWNS;

THENCE SOUTH 02 DEGREES 56 MINUTES 00 SECONDS EAST 30.00 FEET TO THE SOUTHWEST CORNER OF SAID PROJECT AREA NO. 3, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNDOWN TRAIL;

THENCE SOUTH 38 DEGREES 12 MINUTES 00 SECONDS WEST 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE:

THENCE SOUTH 51 DEGREES 48 MINUTES 00 SECONDS EAST, 30.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SUNDOWN TRAIL, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF PROJECT AREA NO. 13 IN ROXBOROUGH DOWNS - FILING NO. II, BEING THE SOUTHEASTERLY CORNER OF SAID EASEMENT;

THENCE SOUTH 62 DEGREES 16 MINUTES 38 SECONDS WEST 120.00 FEET ALONG SAID SOUTH LINE;

THENCE SOUTH 57 DEGREES 30 MINUTES 31 SECONDS WEST 220.00 FEET ALONG SAID SOUTH LINE TO THE SOUTHWESTERLY CORNER OF SAID EASEMENT, SAID POINT BEING AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF SAID "HOMESTEAD AT ARROWHEAD";

THENCE NORTH 77 DEGREES 18 MINUTES 00 SECONDS WEST 70.48 FEET ALONG SAID EASTERLY LINE TO THE <u>POINT OF BEGINNING</u>.

AMENDMENT TO EASEMENT AGREEMENT RECORDED NOVEMBER 28, 1989 IN BOOK 883 AT PAGE 929.

AMENDMENT TO EASEMENT AGREEMENT RECORDED SEPTEMBER 12, 1994 IN BOOK 1218 AT PAGE 646.

SECOND AMENDMENT TO EASEMENT AGREEMENT RECORDED NOVEMBER 14, 1994 IN BOOK 1231 AT PAGE 130.

Exhibit C District Boundary Map

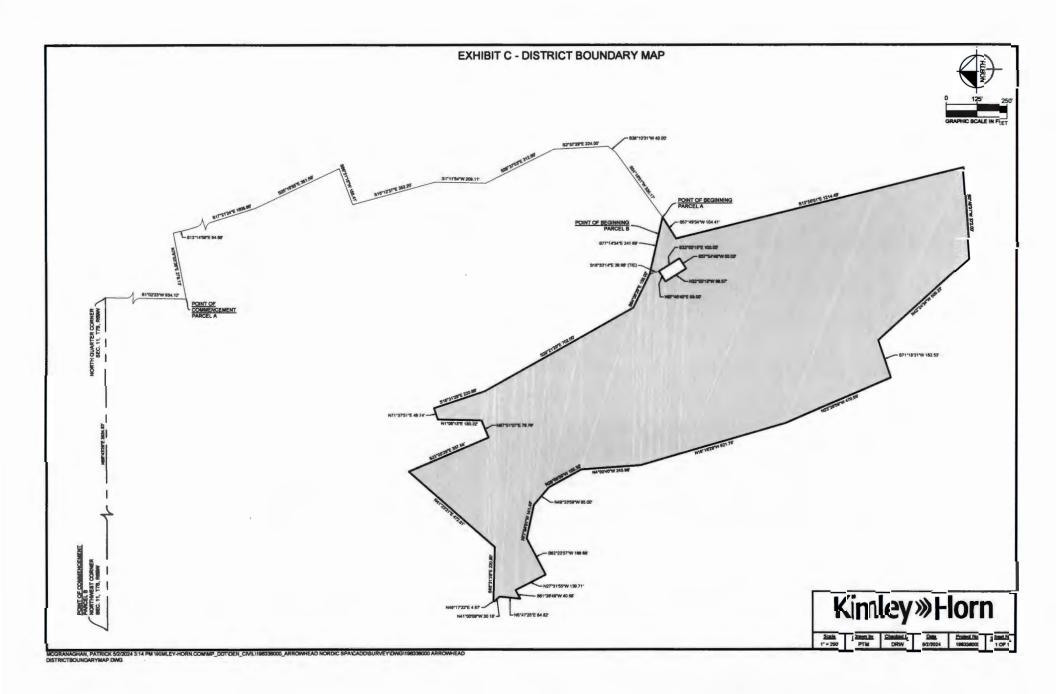


Exhibit D Residential Cost of Improvements

Exhibit D - Residential Cost of Improvements

Arrowhead Colorado Metro District - Residential

Kimley»Horn

	May 2024	Expect More: Experience events.
	Master Summary	
пем		TOTAL COST
Roadways		\$1,081,947
Water System		\$1,288,350
Sanitary Sewer System		\$869,399
Storm Drainage		\$663,554
Parks & Rec		\$188,000
	TOTAL COSTS:	\$4,091,250



Roadway - EXHIBIT D1

ITEM	UNIT	QUANTITIY	U	NIT COST	TO	OTAL COST
Internal Collector Street Section		1000000	_		1 2	
Full depth asphalt (4" depth) *to be confirmed by geotechnical engineer	SY	11,600	\$	22.20	\$	257,520
Class 6 road base (6" depth) "to be confirmed by geotechnical engineer	SY	11,600	\$	9.60	\$	111,360
Pavement Striping	EA	2	\$	5,000.00	\$	10,000
Rough grading of roadways	\$/CY	69,600	\$	3.50	\$	243,600
Over excavation and compaction of roadways	\$/CY	9,667	\$	3.50	\$	33,833
Roadway signage	EA	5	\$	475.00	\$	2,375
Cul-de-sac	EA	4	\$	50,000.00	\$	200,000
Construction Subtotal					\$	858,688
Civil Engineering Design	%	6%			\$	51,521
Contingency	%	20%			\$	171,738
	TOTAL COSTS:				\$	1,081,947

Kimley » Horn
Expect More, Experience Better

ITEM	UNIT	QUANTITIY	UN	IIT COST	TOTAL COST
Off-Site Connect to Existing RWSD Operated Main	EA	4	\$	15,000	\$60,000
Fire Hydrant Assembly	EA	6	\$	10,000	\$60,000
8" PVC Watermain w/ Fittings & Appurtenances	LF	5,025	\$	110.00	\$552,750
Service Line w/ Fittings & Appurtenances	LF	1,742	\$	175.00	\$304,850
Full depth asphalt (4" depth) Connection trench	LF	100	\$	298.50	\$29,850
Class 6 road base (6" depth) Connection trench	LF	100	\$	150.50	\$15,050
Construction Subtotal					\$1,022,500
Civil Engineering Design	%	6%			\$61,350
Contingency	%	20%			\$204,500
	TOTAL COSTS:				\$1,288,350

Kimley » Horn Expect More, Experience Besser.

Sanitary- EXHIBIT D3

ITEM	UNIT	QUANTITIY	· L	INIT COST	TOTAL COST
6" SDR-3S PVC Service (4'-6' Depth)	LF	5,567.00	\$	97.00	\$539,999
4' Dia Manhole (4'-6' Depth) (Every 300')	EA	14	\$	7,500.00	\$105,000
Connection to Existing Main	EA	3	\$	15,000.00	\$45,000
Construction Subtotal					\$689,999
Civil Engineering Design	%	6%			\$41,400
Contingency	%	20%			\$138,000
	TOTAL COSTS:				\$869,399

Kimley»Horn

Storm - EXHIBIT D4 QUANTITIY UNIT COST TOTAL COST UNIT \$ 135.00 \$143,370 Storm Main (24" RCP) (5'-8' Depth) 4' Manhole (5'-8' Depth) EA 4 \$ 7,500.00 \$30,000 \$30,000 24" Flared End Section EA 4 \$ 7,500.00 10' Type 'R' inlet EA \$ 12,500.00_ \$50,000 **Outlet Structure** EA \$ 35,000.00 \$140,000 1.28 \$ 75,000.00 \$96,000 Above Ground Detention and Water Quality Facility \$/ac 1863 20.00 Stormwater Conveyance Swale LF \$37,260 **Construction Subtotal** \$526,630 6% \$31,598 Civil Engineering Design Contingency 20% \$105,326 \$663,554 TOTAL COSTS:

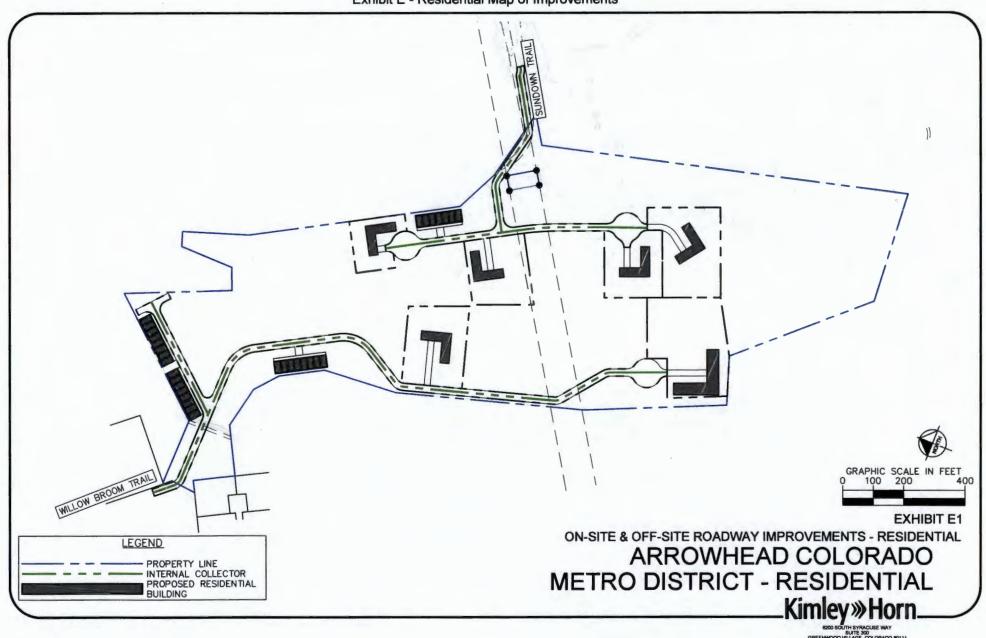


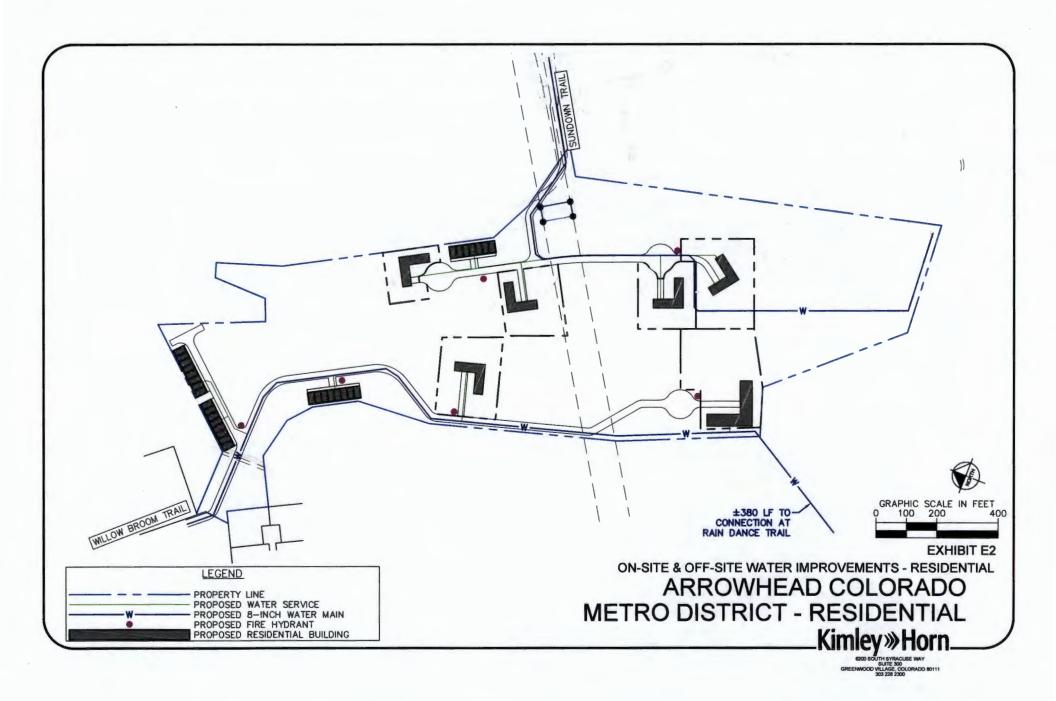
PARKS AND RECREATION - EXHIBIT D6

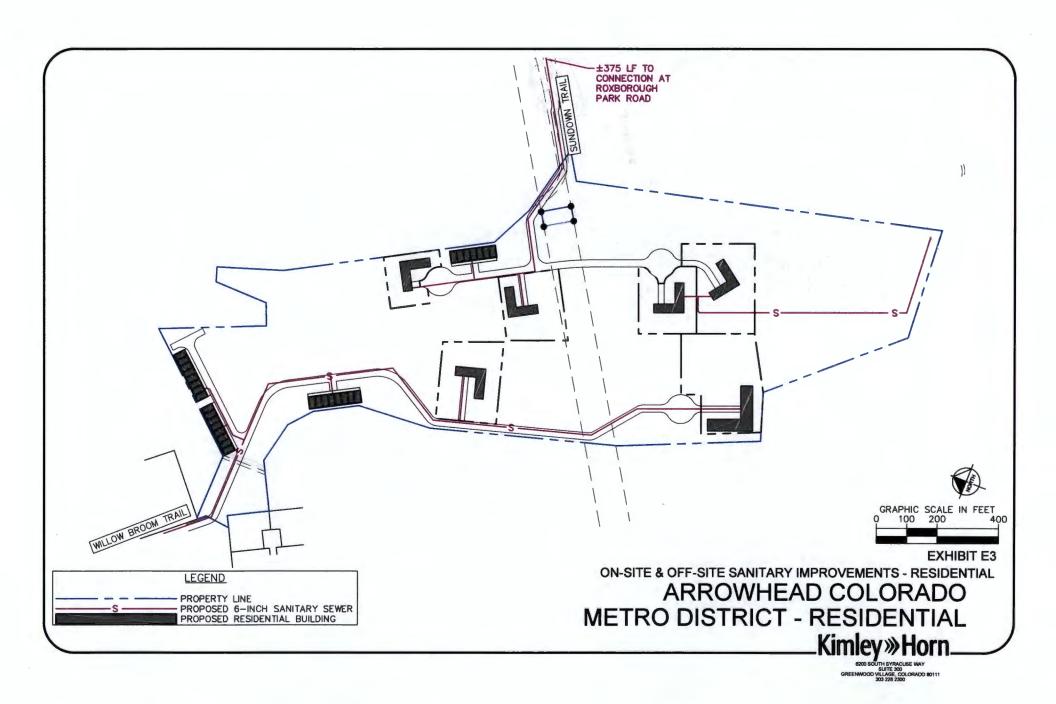
ITEM	UNIT	QUANTITIY	ÛÑ	NIT COST	TOTAL COST
6' Wide Park Trail Decomposed Granite	LF	7750	\$	10.00	\$77,500
Park Benches	EA	15	\$	2,500.00	\$37,500
Construction Subtotal *					\$115,000
Landscape Design	ALLOW	<u> 1</u>	\$	50,000.00	\$50,000
Contingency	%	20%			\$23,000
	TOTAL COSTS:				\$188,000

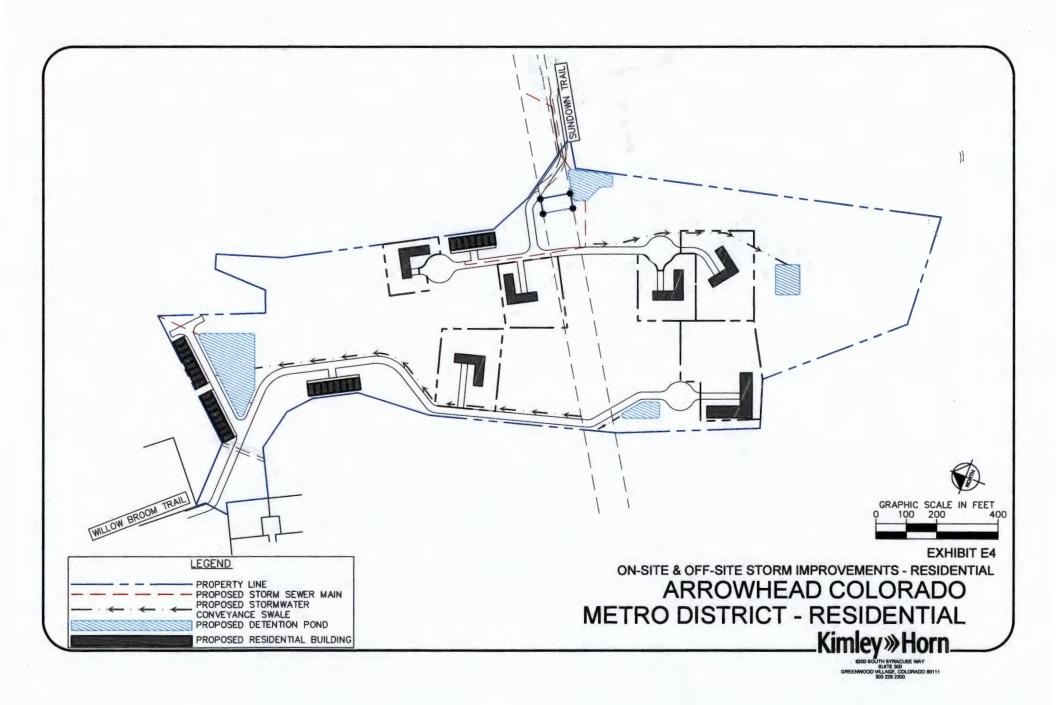
Exhibit E Residential Map of Improvements

Exhibit E - Residential Map of Improvements









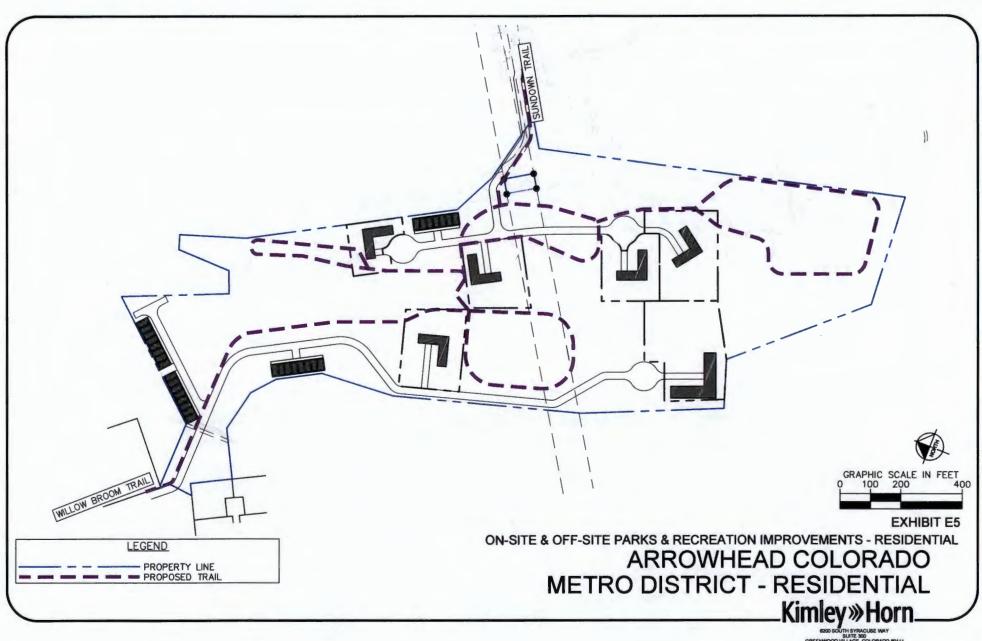


Exhibit F Commercial Cost of Improvements

Exhibit F - Commercial Cost of Improvements

Arrowhead Colorado Metro District - Commercial

Kimley » Horn

	May 2024	Expect Mare, Experteron Setter.
	Master Summary	
ПЕМ		TOTAL COST
Roadways		\$804,312
Water System		\$2,114,526
Sanitary Sewer System		\$225,398
Storm Drainage		\$618,383
Parks & Rec		\$298,100
	TOTAL COSTS:	\$4,060,718

Arrowhead Colorado Metro District - Commercial May 2024



	CHARLES AND A STATE OF THE PARTY OF THE PART
Dandung	FXHIRIT F1
KOMOWAY =	EARIBIL PI

ПЕМ	UNIT	QUANTITIY	U	NIT COST	TO	TAL COST
Internal Collector Street Section						
Full depth asphalt (4" depth) *to be confirmed by geotechnical engineer	SY	632	\$	22.20	\$	14,030
Class 6 road base (6" depth) *to be confirmed by geotechnical engineer	SY	632	\$	9.60	\$	6,067
Pavement Striping	EA	1	\$	5,000.00	\$	5,000
Rough grading of roadways	\$/CY	3,792	\$	3.50	\$	13,272
Over excavation and compaction of roadways	\$/CY	527	\$	3.50	\$	1,843
Collector with Parking Street Section						
Full depth asphalt (4" depth) *to be confirmed by geotechnical engineer	SY	11,100	\$	22.20	\$	246,420
Class 6 road base (6" depth) *to be confirmed by geotechnical engineer	SY	11,100	\$	9.60	\$	106,560
Pavement Striping	EA	1	\$	5,000.00	\$	5,000
Rough grading of roadways	\$/CY	44,400	\$	3.50	\$	155,400
Over excavation and compaction of roadways	\$/CY	9,250	\$	3.50	\$	32,375
Roadway signage	EA	5	\$	475.00	\$	2,375
Cul-de-sac	EA	1	\$	50,000.00	\$	50,000
Construction Subtotal					\$	638,343
Civil Engineering Design	%	6%			\$	38,301
Contingency	%	20%			\$	127,669
	TOTAL COSTS:				\$	804,312

Arrowhead Colorado Metro District - Commercial May 2024 er - EXHIBIT

Kimley » Horn
Expect More, Expectation Refer.

ITEM	UNIT	QUANTITIY	UN	IIT COST	TOTAL COST
Off-Site Connect to Existing RWSD Operated Main	EA	2	\$	15,000	\$30,000
Fire Hydrant Assembly	EA	1	\$	10,000	\$10,000
8" PVC Watermain w/ Fittings & Appurtenances	LF	2,205	\$	110.00	\$242,550
Service Line w/ Fittings & Appurtenances	LF	650	\$	175.00	\$113,750
Full depth asphalt (4" depth) Connection trench	LF	2,855	\$	298.50	\$852,218
Class 6 road base (6" depth) Connection trench	LF	2,855	\$	150.50	\$429,678
Construction Subtotal					\$1,678,195
Civil Engineering Design	%	6%			\$100,692
Contingency	%	20%			\$335,639
	TOTAL COSTS:				\$2,114,526

Arrowhead Colorado Metro District - Commercial May 2024

Kimley » Horn
Expect More. Experience Beffer.

Sanitary- EXHIBIT F3

ITEM	UNIT	QUANTITIY	 JNIT COST	TO	TAL COST
6" SDR-35 PVC Service (4'-6' Depth)	LF	1,071.00	\$ 97.00	La Vi	\$103,887
4' Dia Manhole (4'-6' Depth) (Every 300')	EA	2	\$ 7,500.00		\$15,000
Connection to Existing Main	EA	4	\$ 15,000.00		\$60,000
Construction Subtotal				_	\$178,887
Civil Engineering Design	%	696			\$10,733
Contingency	%	20%			\$35,777
	TOTAL COSTS:			-	\$225,208

Arrowhead Colorado Metro District - Commercial May 2024



Storm - EXHIBIT F4

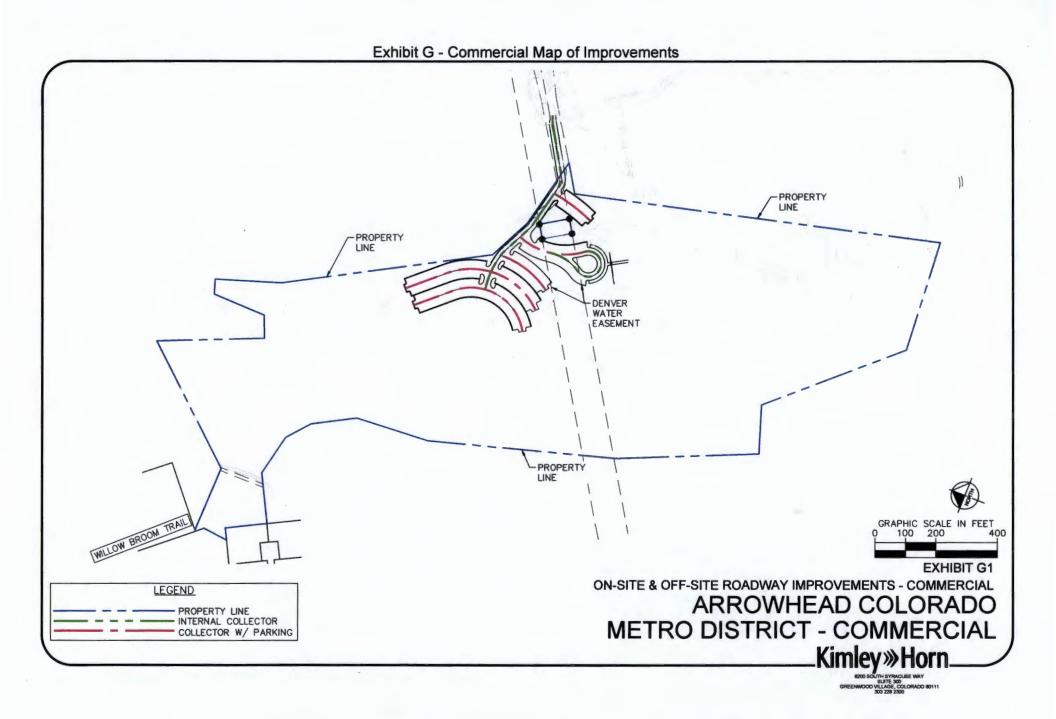
ITEM	UNIT	QUANTITIY	UNIT COST	TOTAL COST
Storm Main (24" RCP) (5'-8' Depth)	LF	930	\$ 135.00	\$125,550
4' Manhole (5'-8' Depth)	EA	7	\$ 7,500.00	\$52,500
24" Flared End Section	EA	2	\$ 7,500.00	\$15,000
10' Type 'R' Inlet	EA	6	\$ 12,500.00	\$75,000
Outlet Structure	EA	2	\$ 35,000.00	\$70,000
North Detention and Water Quality Facility	\$/ac	0.24	\$ 500,000.00	\$119,433
South Ground Detention and Water Quality Facility	\$/ac	0.28	\$ 75,000.00	\$2:1,057
Stormwater Conveyance Swale	LF	612	\$ 20.00	\$12,240
Construction Subtotal				\$490,780
Civil Engineering Design	%	6%		\$29,447
Contingency	%	20%		\$98,156
	TOTAL COSTS:			\$618,383

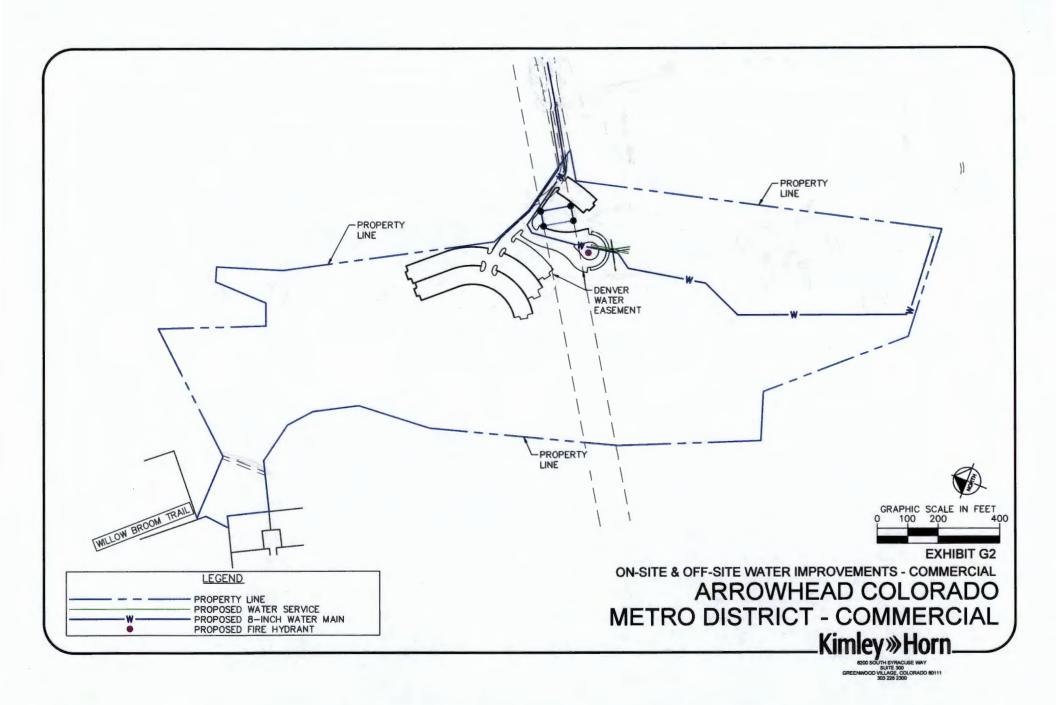
Arrowhead Colorado Metro District - Commercial May 2024 PARKS AND RECREATION - EXHIBIT F5

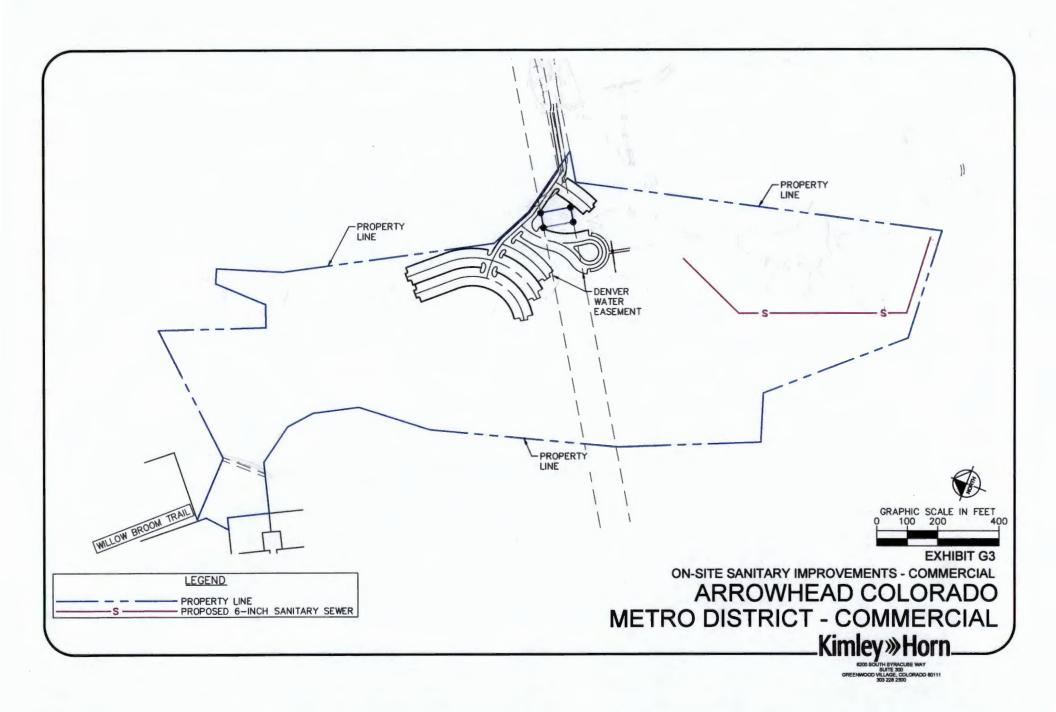
Kimley » Horn

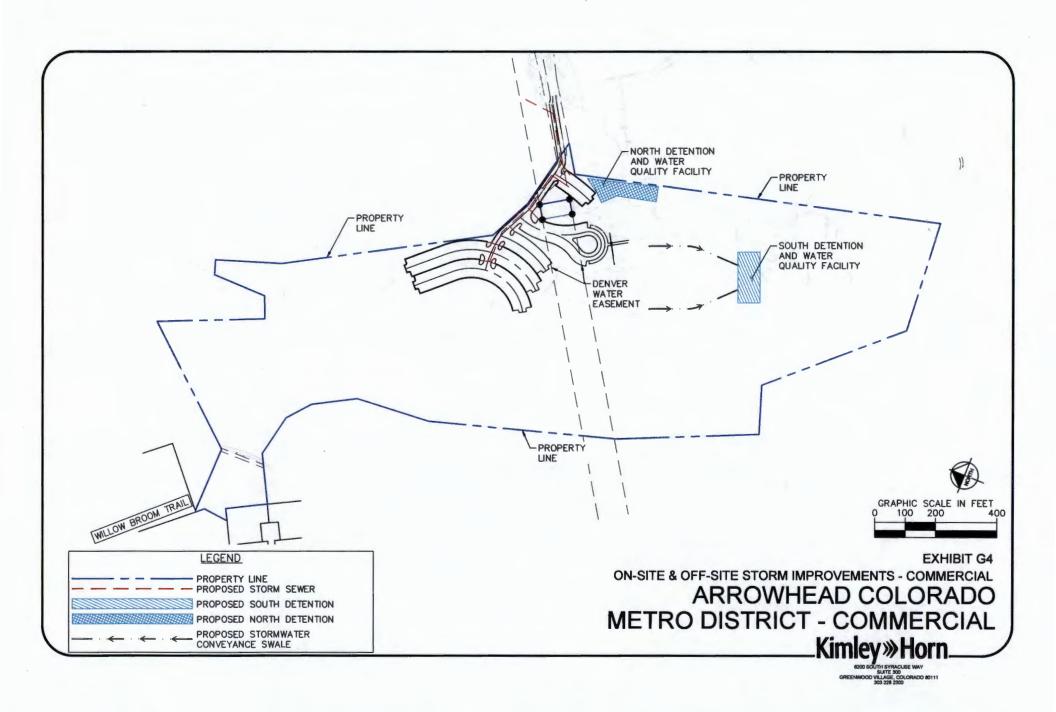
ITEM	UNIT	QUANTITIY	 UNIT COST	TOTAL COST
Street Scape Trees	EA	<u>15</u>	\$ 750.00	\$11,250
Street Scape Shrubs/Bush	EA	30	\$ 100.00	\$3,000
Park Benches	EA	5	\$ 2,500.00	\$12,500
Residential Security Gates	EA	6	\$ 30,000.00	\$180,000
Construction Subtotal *				\$206,750
Landscape Design	ALLOW	1	\$ \$0,000.00	\$50,000
Contingency	%	20%		\$41,350
	TOTAL COSTS:			\$298,100

Exhibit G **Commercial Map of Improvements**









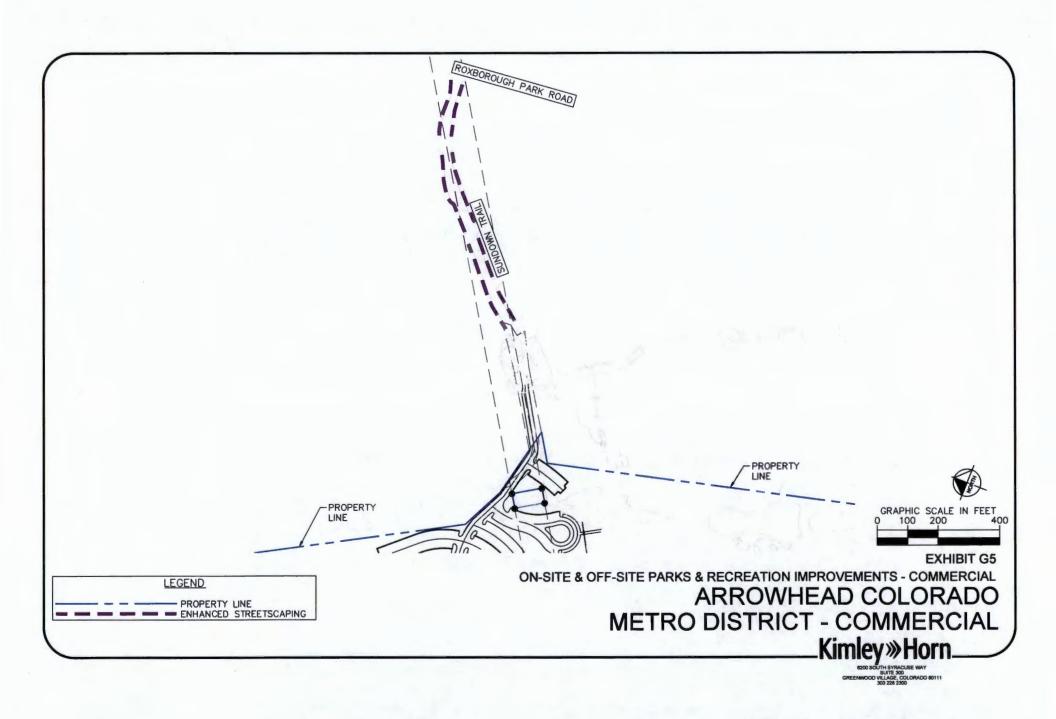


Exhibit H-1 Commercial Financial Plan

Arrowhead Nordic Spa Metropolitan District Douglas County, Colorado

General Obligation Bonds, Series 2025

Service Plan

Bond Assumptions	Series 2025
Closing Date	12/1/2025
First Call Date	12/1/2030
Final Maturity	12/1/2055
Sources of Funds	
Par Amount	8,015,000
Total	8,015,000
Uses of Funds	
Project Fund	5,728,000
Capitalized Interest	1,202,250
Reserve Fund	621,000
Cost of Issuance	460,300
Rounding	3,450
Total	8,015,000
Debt Features	
Projected Coverage at Mill Levy Cap	2.65x
Tax Status	Tax-Exempt
Interest Payment Type	Current
Rating	Non-Rated
Coupon (Interest Rate)	5.000%
Annual Trustee Fee	\$4,000
Biennial Reassessment	
Commercial	2.00%
Tax Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
Service Plan Base Year	2025
Debt Service Mills	2020
Service Plan Mill Levy Cap	50.000
Specific Ownership Tax	6.00%
County Treasurer Fee	1.50%
Sales Tax Revenue	
Add-on PIF	3.00%
PIF Collection Fee	0.50%
Operations	

Arrowhead Nordic Spa Metropolitan District Development Summary

	Development Sum			Commer	cial				
	According to			Johnnon					
	Arrowhead Nordic Spa		-	-	-	-	-	.	Total
Statutory Actual	\$1,480							.	
Value (2024)								- 1	
Sales per Unit	\$638	•		-		-	•		
2024		_	_		_	_	_		
2025		-	_	-	-	-	-	-	
2026	30,415	-	_	-	_	-	_	-1	30,4
2027	-	_				_	-	-	
2028		_	-	_					
2029				_	_	_	_		
2030			_	_	_	_	_		
2031		-	_						
		-	-	-	_	_			
2032 2033			-	-	-	-		1	
		-	-	-	-	-	-		
2034		-	-	-	-	•	-	- 1	
2035	-	-	-	-	•	-	-	1	
2036		-	-	-	-	-	-	1	
2037	-	-	-	-	-	-	-	1	
2038	-	-	-	-	-	-	-	1	
2039	-	-	-	-	-	-	-	1	
2040	-	-	-	•	-	-	•	1	
2041	-	-	-	-	-	-	-	- 1	
2042	-	-	-	-	-	-	•	-	
2043	-	-	-	-	-	-	-	-	
2044		-	-	-	-	-	-	-	
2045	-	-	-	-	-	-	-	-	
2046		-	-	-	-	-	-	-	
2047	-	-	-	-	-	-	-	-	
2048		-	-	-	-	-	-	-	
2049	-	-	-	-	-	-	-	-	
2050	-	-	-	-	-	-	-	-	
2051	-	-	-	_	-	-	_	-	
2052	-	-	-	-	_	_	-	-	
2053		-	_	-		-	-	-	
2054			-	-	_	-		-	
2055	-	-	-	-				-	
Total Units	30,415	•			-			-	30,4
Total Statutory Actual Value	\$45,014,200				-				\$45,014,20
Annual Sales	\$19,417,544								\$19,417,54

Arrowhead Nordic Spa Metropolitan District Assessed Value

	Vacant and Im	proved Land ¹		and Improved Land ¹ Commercial					
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag	Commercial SF Delivered	Biennial Reassessment 2.00%	Statutory Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	Assessed Value in Collection Year 2 Year Lag	
2024	0	0	-		0	27.900%	0		
2025	4,501,420	0		-	0	27.900%	0	(
2026	0	0	30,415	-	46,832,774	27.900%	0		
2027	0	1,255,896		-	46,832,774	27.900%	0	1,255,896	
2028	0	0	_	936,655	47,769,429	27.900%	13,066,344	13,066,344	
2029	0	0	-	-	47,769,429	27.900%	13,066,344	13,066,344	
2030	0	0	-	955,389	48,724,818	27.900%	13,327,671	13,327,671	
2031	0	0	-	-	48,724,818	27.900%	13,327,671	13,327,671	
2032	0	0	-	974,496	49,699,314	27.900%	13,594,224	13,594,224	
2033	0	0	-	-	49,699,314	27.900%	13,594,224	13,594,224	
2034	0	0	-	993,986	50,693,300	27.900%	13,866,109	13,866,109	
2035	0	0		-	50,693,300	27.900%	13,866,109	13,866,109	
2036	0	0	-	1,013,866	51,707,166	27.900%	14,143,431	14,143,43	
2037	0	0	-	-	51,707,166	27.900%	14,143,431	14,143,43	
2038	0	0	_	1,034,143	52,741,310	27.900%	14,426,299	14,426,299	
2039	0	0	_	-	52,741,310	27.900%	14,426,299	14,426,299	
2040	0	0	-	1,054,826	53,796,136	27.900%	14,714,825	14,714,82	
2041	0	0	_	-	53,796,136	27.900%	14,714,825	14,714,82	
2042	0	0	-	1,075,923	54,872,059	27.900%	15,009,122	15,009,122	
2043	0	0	-	-	54,872,059	27.900%	15,009,122	15,009,122	
2044	0	0		1,097,441	55,969,500	27.900%	15,309,304	15,309,304	
2045	0	0	-		55,969,500	27.900%	15,309,304	15,309,304	
2046	0	0	-	1,119,390	57,088,890	27.900%	15,615,490	15,615,490	
2047	0	0	-	-	57,088,890	27.900%	15,615,490	15,615,490	
2048	0	0		1,141,778	58,230,668	27.900%	15,927,800	15,927,800	
2049	0	0		-	58,230,668	27.900%	15,927,800	15,927,800	
2050	0	0	-	1,164,613	59,395,281	27.900%	16,246,356	16,246,356	
2051	0	0	-	-	59,395,281	27.900%	16,246,356	16,246,356	
2052	0	0	-	1,187,906	60,583,187	27.900%	16,571,283	16,571,283	
2053	0	0		-	60,583,187	27.900%	16,571,283	16,571,283	
2054	0	0	_	1,211,664	61,794,850	27.900%	16,902,709	16,902,70	
2055	0	0	-	-	61,794,850	27.900%	16,902,709	16,902,70	
Total			30,415	14,962,077					

^{1.} Vacant land value calculated in year prior to construction as 10% build-out market value

Arrowhead Nordic Spa Metropolitan District

	Revenue Total	Distr	ict Mill Levy Rev	enue	Sales Tax	Revenue		Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy	Debt Mill Levy Collections	Specific Ownership Taxes	Taxable Retail Sales	Add-On PIF	County Treasurer Fee	PIF Collection Fee	Annual Trustee Fee	Revenue Availab for Debt Service
		50.000 Cap 50.000 Target	99.50%	6.00%		3.00%	1.50%	0.50%		
2024	0	0.000	0	0	0	0	0	0	0	
2025	0	0.000	0	0	0	0	0	0	0	
2026	0	50.000	0	0	9,903,918	297,118	0	0	(4,000)	293,11
2027	1,255,896	50.000	62,481	3,749	15,004,436	450,133	(937)	(2,251)	(4,000)	509,17
2028	13,066,344	50.000	650,051	39,003	20,205,974	606,179	(9,751)	(3,031)	(4,000)	1,278,45
2029	13,066,344	50.000	650,051	39,003	20,408,034	612,241	(9,751)	(3,061)		1,284,48
2030	13,327,671	50.000	663,052		20,612,115	618,363	(9,946)	(3,092)		1,304,16
2031	13,327,671	50.000	663,052		20,818,236	624,547	(9,946)	(3,123)		1,310,31
2032	13,594,224	50.000	676,313		21,026,418	630,793	(10,145)	(3,154)	(4,000)	1,330,38
2033	13,594,224	50.000	676,313		21,236,682	637,100	(10,145)	(3,186)		1,336,66
2034	13,866,109	50.000	689,839		21,449,049	643,471	(10,348)	(3,217)		1,357,13
2035	13,866,109	50.000	689,839		21,663,540	649,906	(10,348)	(3,250)		1,363,53
2036	14,143,431	50.000	703,636		21,880,175	656,405	(10,555)	(3,282)	(4,000)	1,384,42
2037	14,143,431	50.000	703,636		22,098,977	662,969	(10,555)	(3,315)		1,390,95
2038	14,426,299	50.000	717,708	43,063	22,319,966	669,599	(10,766)	(3,348)	(4,000)	1,412,25
2039	14,426,299	50.000	717,708		22,543,166	676,295	(10,766)	(3,381)		1,418,91
2040	14,714,825	50.000	732,063	43,924	22,768,598	683,058	(10,981)	(3,415)	(4,000)	1,440,64
2041	14,714,825	50.000	732,063	43,924	22,996,284	689,889	(10,981)	(3,449)		1,447,44
2042	15,009,122	50.000	746,704		23,226,247	696,787	(11,201)	(3,484)	(4,000)	1,469,60
2043	15,009,122	50.000	746,704		23,458,509	703,755	(11,201)	(3,519)	(4,000)	1,476,54
2044	15,309,304	50.000	761,638	45,698	23,693,094	710,793	(11,425)	(3,554)	(4,000)	1,499,15
2045	15,309,304	50.000	761,638		23,930,025	717,901	(11,425)	(3,590)		1,506,22
2046	15,615,490	50.000	776,871	46,612	24,169,325	725,080	(11,653)	(3,625)	(4,000)	1,529,28
2047	15,615,490	50.000	776,871	46,612	24,411,019	732,331	(11,653)	(3,662)	(4,000)	1,536,49
2048	15,927,800	50.000	792,408	47,544	24,655,129	739,654	(11,886)	(3,698)	(4,000)	1,560,02
2049	15,927,800	50.000	792,408	47,544	24,901,680	747,050	(11,886)			
2050	16,246,356	50.000	808,256	48,495	25,150,697	754,521	(12,124)			1,591,37
2051	16,246,356	50.000	808,256	48,495	25,402,204	762,066	(12,124)	(3,810)		1,598,88
2052	16,571,283	50.000	824,421	49,465	25,656,226	769,687	(12,366)	(3,848)	(4,000)	1,623,35
2053	16,571,283	50.000	824,421	49,465	25,912,788	777,384	(12,366)	(3,887)	(4,000)	1,631,01
2054	16,902,709	50.000	840,910		26,171,916	785,157	(12,614)	(3,926)	(4,000)	1,655,98
2055	16,902,709	50.000	840,910		26,433,635	793,009	(12,614)			1,663,79
Total	-		20,830,217	1,249,813		20,223,242	(312,453)	(99,631)	(120,000)	41,771,18

Arrowhead Nordic Spa Metropolitan District Debt Service

	Total	Net Debt Service		Surplus Fund		Ratio A	nalysis
		Series 2025			1		
	Revenue Available for Debt Service	Dated: 12/1/2025 Par: \$8,015,000 Proj: \$5,728,000	Annual Surplus	Cumulative Balance ¹ \$801,500	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
2024							
2025	0	0	0	0	0	n/a	n/
2026	293,118	0	293,118	293,118	0	n/a	6389
2027	509,175	0	509,175	801,500	792	n/a	619
2028	1,278,451	0	1,278,451	801,500	1,278,451	n/a	619
2029	1,284,483	480,750	803,733	801,500	803,733	267%	609
2030	1,304,161	486,750	817,411	801,500	817,411	268%	599
2031	1,310,313	492,250	818,063	801,500	818,063	266%	579
2032	1,330,385	497,250	833,135	801,500	833,135	268%	569
2033	1,336,662	501,750	834,912	801,500	834,912	266%	549
2034	1,357,136	510,750	846,386	801,500	846,386	266%	539
2035	1,363,538	514,000	849,538	801,500	849,538	265%	519
2036	1,384,423	521,750	862,673	801,500	862,673	265%	509
2037	1,390,954	523,750	867,204	801,500	867,204	266%	489
2038	1,412,256	530,250	882,006	801,500	882,006	266%	479
2039	1,418,919	531,000	887,919	801,500	887,919	267%	449
2040	1,440,648	541,250	899,398	801,500	899,398	266%	439
2041	1,447,444	545,500	901,944	801,500	901,944	265%	419
2042	1,469,609	549,000	920,609	801,500	920,609	268%	399
2042	1,476,542	551,750	924,792	801,500	924,792	268%	369
2043	1,499,150	563,750	935,400	801,500	935,400	266%	359
2044	1,506,223	564,500	941,723	801,500	941,723	267%	329
2045	1,529,284	574,500	954,784	801,500	954,784	266%	309
2046	1,536,499	578,250	958,249	801,500	958,249	266%	279
2047	1,560,022	586,000	974,022	801,500	974,022	266%	259
	1,567,382	587,500	979,882	801,500	979,882	267%	229
2049	1,591,376	598,000	993,376	801,500	993,376	266%	199
2050		602,000	996,884	801,500	996,884	266%	169
2051	1,598,884			801,500	1,013,609	266%	139
2052	1,623,359	609,750	1,013,609			267%	109
2053	1,631,017	611,000	1,020,017	801,500	1,020,017		79
2054 2055	1,655,982 1,663,795	621,000 623,250	1,034,982 1,040,545	801,500 0	1,034,982 1,842,045	267% 267%	09
Total	41,771,188	14,897,250	26,873,938		26,873,938		

Arrowhead Nordic Spa Metropolitan District

	Total	Operat	ions Mill Levy Re	Expense	Total	
	Assessed Value in Collection Year	O&M Mill Levy	O&M Mill Levy Collections	Specific Ownership Taxes	County Treasurer Fee	Revenue Available for Operations
		10.000 Cap 10.000 Target	99.50%	6.00%	1.50%	V
2024	0	0.000	0	0	0	
2025	0	0.000	0	0	0	
2026	0	10.000	0	0	0	
2027	1,255,896	10.000	12,496	750	(187)	13,05
2028	13,066,344	10.000	130,010	7,801	(1,950)	
2029	13,066,344	10.000	130,010	7,801	(1,950)	135,86
2030	13,327,671	10.000	132,610	7,957	(1,989)	
2031	13,327,671	10.000	132,610	7.957	(1,989)	
2032	13,594,224	10.000	135,263	8,116	(2,029)	
2033	13,594,224	10.000	135,263	8,116	(2,029)	
2034	13,866,109	10.000	137,968	8,278	(2,070)	
2035	13,866,109	10.000	137,968	8,278	(2,070)	
2036	14,143,431	10.000	140,727	8,444	(2,111)	
2037	14,143,431	10.000	140,727	8,444	(2,111)	
2038	14,426,299	10.000	143,542	8,613	(2,153)	
2039	14,426,299	10.000	143,542	8,613	(2,153)	
2040	14,714,825	10.000	146,413	8,785	(2,196)	
2041	14,714,825	10.000	146,413	8,785	(2,196)	
2042	15,009,122	10.000	149,341	8,960	(2,240)	
2043	15,009,122	10.000	149,341	8,960	(2,240)	
2044	15,309,304	10.000	152,328	9,140	(2,285)	
2045	15,309,304	10.000	152,328	9,140	(2,285)	
2046	15,615,490	10.000	155,374	9,322	(2,331)	
2047	15,615,490	10.000	155,374	9,322	(2,331)	
2048	15,927,800	10.000	158,482	9,509	(2,377)	
2049	15,927,800	10.000	158,482	9,509	(2,377)	
2050	16,246,356	10.000	161,651	9,699	(2,425)	
2051	16,246,356	10.000	161,651	9,699	(2,425)	
2052	16,571,283	10,000	164,884	9,893	(2,473)	
2053	16,571,283	10.000	164,884	9,693	(2,473)	
2054	16,902,709	10.000	168,182	10.091	(2,523)	
2055	16,902,709	10.000	168,182	10,091	(2,523)	
Total			4,166,043	249,963	(62,491)	4,353,51

SOURCES AND USES OF FUNDS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2025

Dated Date Delivery Date 12/01/2025 12/01/2025

Bond Proceeds:	
Par Amount	8,015,000.00
	8,015,000.00
Uses:	
Project Fund Deposits:	
Project Fund	5,728,000.00
Other Fund Deposits:	
Capitalized Interest Fund	1,202,250.00
Debt Service Reserve Fund	621,000.00
	1,823,250.00
Cost of Issuance:	
Cost of Issuance	300,000.00
Underwriter's Discount:	
Underwriter's Discount	160,300.00
Other Uses of Funds:	
Additional Proceeds	3,450.00
	8,015,000.00

BOND SUMMARY STATISTICS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2025

Dated Date Delivery Date Last Maturity	12/01/2025 12/01/2025 12/01/2055
Arbitrage Yield True Interest Cost (TIC) Net Interest Cost (NIC) All-In TIC Average Coupon	5.000000% 5.160037% 5.092068% 5.472950% 5.000000%
Average Life (years) Duration of Issue (years)	21.723 12.887
Par Amount Bond Proceeds Total Interest Net Interest Total Debt Service Maximum Annual Debt Service Average Annual Debt Service	8,015,000.00 8,015,000.00 8,705,500.00 8,865,800.00 16,720,500.00 1,244,250.00 557,350.00
Underwriter's Fees (per \$1000) Average Takedown Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term Bond Due 2055	8,015,000.00	100.000	5.000%	21.723
	8,015,000.00			21.723
	TIC		All-lin TIC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	8,015,000.00	8,015,0	00.00	8,015,000.00
- Underwriter's Discount - Cost of Issuance Expense - Other Amounts	(160,300.00)	, ,	300.00) 000.00)	
Target Value	7,854,700.00	7,554,7	700.00	8,015,000.00
Target Date Yield	12/01/2025 5.160037%		1/2025 2950%	12/01/2025 5.000000%

BOND PRICING

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond Due 2055:					
	12/01/2026		5.000%	5.000%	100.000
	12/01/2027		5.000%	5.000%	100.000
	12/01/2028		5.000%	5.000%	100.000
	12/01/2029	80,000	5.000%	5.000%	100.000
	12/01/2030	90,000	5.000%	5.000%	100.000
	12/01/2031	100,000	5.000%	5.000%	100.000
	12/01/2032	110,000	5.000%	5.000%	100.000
	12/01/2033	120,000	5.000%	5.000%	100.000
	12/01/2034	135,000	5.000%	5.000%	100.000
	12/01/2035	145,000	5.000%	5.000%	100.000
	12/01/2036	160,000	5.000%	5.000%	100.000
	12/01/2037	170,000	5.000%	5.000%	100.000
	12/01/2038	185,000	5.000%	5.000%	100.000
	12/01/2039	195,000	5.000%	5.000%	100.000
	12/01/2040	215,000	5.000%	5.000%	100.000
	12/01/2041	230,000	5.000%	5.000%	100.000
	12/01/2042	245,000	5.000%	5.000%	100.000
	12/01/2043	260,000	5.000%	5.000%	100.000
	12/01/2044	285,000	5.000%	5.000%	100.000
	12/01/2045	300,000	5.000%	5.000%	100.000
	12/01/2046	325,000	5.000%	5.000%	100.000
	12/01/2047	345,000	5.000%	5.000%	100.000
	12/01/2048	370,000	5.000%	5.000%	100.000
	12/01/2049	390,000	5.000%	5.000%	100.000
	12/01/2050	420,000	5.000%	5.000%	100.000
	12/01/2051	445,000	5.000%	5.000%	100.000
	12/01/2052	475,000	5.000%	5.000%	100.000
	12/01/2053	500,000	5.000%	5.000%	100.000
	12/01/2054	535,000	5.000%	5.000%	100.000
	12/01/2055	1,185,000	5.000%	5.000%	100.000
		8,015,000			
Dated Date Delivery Date			2/01/2025 2/01/2025		
First Coupon			6/01/2026		
Par Amount Original Issue [Discount	8,0	15,000.00		
Production Underwriter's [Discount		15,000.00 60,300.00)	100.0000	
Purchase Price Accrued Interes		7,8	354,700.00	98.0000	000%
Net Proceeds		7,8	354,700.00		

NET DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Debt Service Reserve Fund	Net Debt Service
12/01/2026			400,750	400,750	400,750		
12/01/2027			400,750	400,750	400,750		
12/01/2028			400,750	400,750	400,750		
12/01/2029	80,000	5.000%	400,750	480,750			480,750
12/01/2030	90,000	5.000%	396,750	486,750			486,750
12/01/2031	100,000	5.000%	392,250	492,250			492,250
12/01/2032	110,000	5.000%	387,250	497,250			497,250
12/01/2033	120,000	5.000%	381,750	501,750			501,750
12/01/2034	135,000	5.000%	375,750	510,750			510,750
12/01/2035	145,000	5.000%	369,000	514,000			514,000
12/01/2036	160,000	5.000%	361,750	521,750			521,750
12/01/2037	170,000	5.000%	353,750	523,750			523,750
12/01/2038	185,000	5.000%	345,250	530,250			530,250
12/01/2039	195,000	5.000%	336,000	531,000			531,000
12/01/2040	215,000	5.000%	326,250	541,250			541,250
12/01/2041	230,000	5.000%	315,500	545,500			545,500
12/01/2042	245,000	5.000%	304,000	549,000			549,000
12/01/2043	260,000	5.000%	291,750	551,750			551,750
12/01/2044	285,000	5.000%	278,750	563,750			563,750
12/01/2045	300,000	5.000%	264,500	564,500			564,500
12/01/2046	325,000	5.000%	249,500	574,500			574,500
12/01/2047	345,000	5.000%	233,250	578,250			578,250
12/01/2048	370,000	5.000%	216,000	586,000			586,000
12/01/2049	390,000	5.000%	197,500	587,500			587,500
12/01/2050	420,000	5.000%	178,000	598,000			598,000
12/01/2051	445,000	5.000%	157,000	602,000			602,000
12/01/2052	475,000	5.000%	134,750	609,750			609,750
12/01/2053	500,000	5.000%	111,000	611,000			611,000
12/01/2054	535,000	5.000%	86,000	621,000			621,000
12/01/2055	1,185,000	5.000%	59,250	1,244,250		621,000	623,250
	8,015,000		8,705,500	16,720,500	1,202,250	621,000	14,897,250

BOND DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period				Debt	Annual Debt
Ending	Principal	Coupon	Interest	Service	Service
06/01/2026			200,375	200,375	
12/01/2026			200,375	200,375	400,750
06/01/2027			200,375	200,375	
12/01/2027			200,375	200,375	400,750
06/01/2028			200,375	200,375	
12/01/2028			200,375	<i>20</i> 0,375	400,750
06/01/2029			200,375	200,375	
12/01/2029	80,000	5.000%	200,375	280,375	480,750
06/01/2030			198,375	1 98 ,375	
12/01/2030	90,000	5.000%	198,375	288,375	486,750
06/01/2031			196,125	196, 125	
12/01/2031	100,000	5.000%	196,125	296, 125	492,250
06/01/2032			193,625	193,625	
12/01/2032	110,000	5.000%	193,625	303,625	497,250
06/01/2033			190,875	190,875	
12/01/2033	120,000	5.000%	190,875	310,875	501,750
06/01/2034			187,875	187,875	
12/01/2034	135,000	5.000%	187,875	322,875	510,750
06/01/2035			184,500	184,500	
12/01/2035	145,000	5.000%	184,500	329,500	514,000
06/01/2036			180,875	180,875	
12/01/2036	160,000	5.000%	180,875	340,875	521,750
06/01/2037			176,875	176,875	
12/01/2037	170,000	5.000%	176,875	346,875	523,750
06/01/2038			172,625	172,625	
12/01/2038	185,000	5.000%	172,625	357,625	530,250
06/01/2039			168,000	168,000	
12/01/2039	195,000	5.000%	168,000	363,000	531,000
06/01/2040			163,125	163,125	
12/01/2040	215,000	5.000%	163,125	378,125	541,250
06/01/2041			157,750	157,750	
12/01/2041	230,000	5.000%	157,750	387,750	545,500
06/01/2042			152,000	152,000	
12/01/2042	245,000	5.000%	152,000	397,000	549,000
06/01/2043			145,875	145,875	
12/01/2043	260,000	5.000%	145,875	405,875	551,750
06/01/2044			139,375	139,375	
12/01/2044	285,000	5.000%	139,375	424,375	563,750
06/01/2045			132,250	132,250	
12/01/2045	300,000	5.000%	132,250	432,250	564,500
06/01/2046			124,750	124,750	
12/01/2046	325,000	5.000%	124,750	449,750	574,500
06/01/2047			116,625	116,625	
12/01/2047	345,000	5.000%	116,625	461,625	578,250
06/01/2048			108,000	108,000	
12/01/2048	370,000	5.000%	108,000	478,000	586,000
06/01/2049			98,750	98,750	
12/01/2049	390,000	5.000%	98,750	488,750	587,500
06/01/2050			89,000	89,000	
12/01/2050	420,000	5.000%	89,000	509,000	598,000
06/01/2051			78,500	78,500	
12/01/2051	445,000	5.000%	78,500	523,500	602,000
06/01/2052			67,375	67,375	
12/01/2052	475,000	5.000%	67,375	542,375	609,750
06/01/2053			55,500	55,500	
12/01/2053	500,000	5.000%	55,500	555,500	611,000
06/01/2054			43,000	43,000	
12/01/2054	535,000	5.000%	43,000	578,000	621,000
06/01/2055			29,625	29,625	
12/01/2055	1,185,000	5.000%	29,625	1,214,625	1,244,250
-	8,015,000		8,705,500	16,720,500	16,720,500
		-			

CALL PROVISIONS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2025

Call Table: CALL

Call Date	Call Price
12/01/2030	103.00
12/01/2031	102.00
12/01/2032	101.00
12/01/2033	100.00

BOND SOLUTION

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Debt Service Coverage	Unused Revenues	Revenue Constraints	Total Adj Debt Service	Debt Service Adjustments	Proposed Debt Service	Proposed Principal	Period Ending
	293,118	293,118		12/01/2026 400,750 (400,750)			
	509,175	509,175		(400,750)	400,750		12/01/2027
	1,278,451	1,278,451		(400,750)	400,750		12/01/2028
267%	803,733	1,284,483	480,750		480,750	80,000	12/01/2029
268%	817,411	1,304,161	486,750		486,750	90,000	12/01/2030
266%	818,063	1,310,313	492,250		492,250	100,000	12/01/2031
268%	833,135	1,330,385	497,250		497,250	110,000	12/01/2032
266%	834,912	1,336,662	501,750		501,750	120,000	12/01/2033
2669	846,386	1,357,136	510,750		510,750	135,000	12/01/2034
2659	849,538	1,363,538	514,000		514,000	145,000	12/01/2035
2659	862,673	1,384,423	521,750		521,750	160,000	12/01/2036
2669	867,204	1,390,954	523,750		523,750	170,000	12/01/2037
2669	882,006	1,412,256	530,250		530,250	185,000	12/01/2038
2679	887,919	1,418,919	531,000		531,000	195,000	12/01/2039
2669	899,398	1,440,648	541,250		541,250	215,000	12/01/2040
2659	901,944	1,447,444	545,500		545,500	230,000	12/01/2041
2689	920,609	1,469,609	549,000		549,000	245,000	12/01/2042
2689	924,792	1,476,542	551,750		551,750	260,000	12/01/2043
2669	935,400	1,499,150	563,750		563,750	285,000	12/01/2044
2679	941,723	1,506,223	564,500		564,500	300,000	12/01/2045
2669	954,784	1,529,284	574,500		574,500	325,000	12/01/2046
2669	958,249	1,536,499	578,250		578,250	345,000	12/01/2047
2669	974,022	1,560,022	586,000		586,000	370,000	12/01/2048
2679	979,882	1,567,382	587,500		587,500	390,000	12/01/2049
2669	993,376	1,591,376	598,000		598,000	420,000	12/01/2050
2669	996,884	1,598,884	602,000		602,000	445,000	12/01/2051
2669	1,013,609	1,623,359	609,750		609,750	475,000	12/01/2052
2679	1,020,017	1,631,017	611,000		611,000	500,000	12/01/2053
2679	1,034,982	1,655,982	621,000		621,000	535,000	12/01/2054
2679	1,040,545	1,663,795	623,250	(621,000)	1,244,250	1,185,000	12/01/2055
	26,873,938	41,771,188	14,897,250	(1,823,250)	16,720,500	8,015,000	

Exhibit H-2 Residential Financial Plan

Exhibit H-2 - Residential Financial Plan

Arrowhead Nordic Spa Metropolitan District Douglas County, Colorado

General Obligation Bonds, Series 2025 General Obligation Refunding & Improvement Bonds, Series 2035

Service Plan

Bond Assumptions	Series 2025	Series 2035	Tota
Closing Date	12/1/2025	12/1/2035	
First Call Date	12/1/2030	12/1/2045	
Final Maturity	12/1/2055	12/1/2065	
Discharge Date	12/1/2065	12/1/2065	
Sources of Funds			
Par Amount	2,230,000	3,995,000	6,225,000
Funds on Hand	0	354,000	354,000
Total	2,230,000	4,349,000	6,579,000
Uses of Funds			- 3
Project Fund	1,357,900	1,669,000	3,026,900
Capitalized Interest	334,500	0	334,500
Reserve Fund	193,000	260,000	453,000
Cost of Issuance	344,600	230,000	574,600
Total	2,230,000	4,349,000	6,579,000
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating		Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Tax Authority Assumptions			···
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Base Year	2027		
Debt Service Mills			
Service Plan Mill Levy Cap	50.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		

Arrowhead Nordic Spa Metropolitan District

	Development S			Doublestie	I - Claste Fee:				No.
				Residentia	il - Single Family	y			(A)
	Type 1	Type 2	-	•	-		-	-	Total
Statutory Actual	\$650,000	\$1,500,000							
Value (2024)									
2024		-	_		-				
2025	8	2					-	_	-
2026	16	2		_					
	7	2	-	_	-		_	_	
2027	,	2	-	-	-	-	-	-	1
2028		-	-	•	-	-	-	-	
2029		~	-	-	-	-	-	-	1
2030		-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	
2032		-	-	-	-	-	-	-	4
2033		-	-	-	-	-	-	-	-
2034		_	-	-	-	-	-		-
2035		_		_	_	-	-	-	-
2036					_	_	_	_	
		-	_	_	_	_		_	
2037	-	-	-	-	-	-	-	-	
2038		•	•	-	-	-	-	-	
2039		-	-	-	-	-	-	-	-
2040		-	-	-	-	-	-	-	1
2041		-	-	-	-	-	-	-	-
2042		-	-		-	-	-	-	-
2043	-	-	-	-	-		-	-	-
2044	_	_	-	-	_		-	-	-
2045					-	-	_	-	-
2046				-		-	-		
2047					_	_		_	
		-	-	-	-	_	_	_	
2048		-	-	•	-	-	-	-	
2049		-	-	-	•	-	-	-	1
2050		-	-	-	-	-	-	-	-
2051	-	-	•	-	-	-	-	-	1
2052	-	-	-	-	-	-	-	-	-
2053		-		-	-	-	-	-	-
2054			-	-	-	-	-	-	-
2055		_	-	-	-	-	-	-	-
2058		_	_	-		-	-	-	-
2057		_	_			_	_	-	-
2058		-	_	_	_	_		_	
		•	•	-	-	-	_	-	0
2059		-	-	-	-	-	-	-	100
2060		-	-	-	-	-	-	-	
2061		-	-	-	-	-	-	-	
2062		-	-	-	-	-	-	-	- 9
2063			-	-	-	-	-	-	-
2064		-	-	-	-	-	-	-	- 60
2065		-	-	-	-	-	-	-	-
Total Units	31	6	-	•		•	•	•	-
Total Statutory Actual Value	\$20,150,000	\$9,000,000							- \$29,150,

Arrowhead Nordic Spa Metropolitan District Assessed Value

	Vacant and Im	proved Land		Total				
	Cumulative Statutory Actual Value	Assessed Value In Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	Assessed Value in Collection Year 2 Year Lag
2024	820,000	0			0	6.700%	0	
2025	1,340,000	0	10		8,364,000	6.700%	0	(
2026	755,000	237,800	18	501,840	22,807,200	6.400%	0	237,800
2027	0	388,600	9		30,819,320	6.950%	581,298	969,898
2028	0	218,950		1,849,159	32,668,480	6.950%	1,585,100	1,804,050
2029	0	0			32,668,480	6.950%	2,141,943	2,141,943
2030	0	0		1,960,109	34,628,588	6.950%	2,270,459	2,270,459
2031	0	0		.,,	34,628,588	6.950%	2,270,459	2,270,459
2032	0	0		2,077,715	36,706,304	6.950%	2,406,687	2,406,687
2033	ő	0		2,01.,110	36,706,304	6.950%	2,406,687	2,406,687
2034	o o	0		2,202,378	36,908,682	6.950%	2,551,088	2,551,088
2035	ő	o l		2,202,010	38.908.682	6.950%	2,551,088	2,551,088
2036	ő	ŏ		2,334,521	41,243,203	6.950%	2,704,153	2,704,153
2037	0	o		2,004,021	41,243,203	6.950%	2,704,153	2,704,153
2038	ő	ő		2,474,592	43,717,795	6.950%	2,866,403	2,866,403
2039	ŏ	ő		2,414,002	43,717,795	6.950%	2,866,403	2,866,400
2040	o o	ő		2,623,068	46,340,863	6.950%	3,038,387	3,038,387
2040	Ö	o		2,023,000	46,340,863	6.950%	3,038,387	3,038,387
2042	ŏ	ő		2,780,452	49,121,314	6.950%	3,220,690	3,220,690
2042	ő	- 0	-	2,700,402	49,121,314	6.950%	3,220,890	3,220,690
2043	l ő	0		2,947,279	52.068.593	6.950%	3,413,931	3,413,93
2044	0	ő	-	2,941,219		6.950%	3,413,931	3,413,93
	ő	ő	-	0.404.440	52,068,593	6.950%	-,,	
2046	0		-	3,124,116	55,192,709		3,618,767	3,618,767
2047	0	0	-	0.044.500	55,192,709	6.950%	3,618,767	3,618,767
2048		0		3,311,563	58,504,271	6.950%	3,835,893	3,835,893
2049	0	0	-	0.540.050	58,504,271	6.950%	3,835,893	3,835,893
2050	0	0		3,510,256	62,014,528	6.950%	4,066,047	4,066,047
2051	0	0			62,014,528	6.950%	4,066,047	4,066,047
2052	0	0		3,720,872	65,735,399	6.950%	4,310,010	4,310,010
2053	0	0	-		65,735,399	6.950%	4,310,010	4,310,010
2054	0	0	-	3,944,124	69,679,523	6.950%	4,568,610	4,568,610
2055	0	0	-		69,679,523	6.950%	4,568,610	4,568,610
2056	0	0	-	4,180,771	73,860,295	6.950%	4,842,727	4,842,72
2057	0	0	-		73,860,295	6.950%	4,842,727	4,842,727
2058	0	0		4,431,618	78,291,912	6.950%	5,133,290	5,133,290
2059	0	0	-		78,291,912	6.950%	5,133,290	5,133,290
2060	0	0		4,697,515	82,989,427	6.950%	5,441,288	5,441,288
2061	0	0	-		82,989,427	6.950%	5,441,288	5,441,288
2062	0	0	-	4,979,366	87,968,793	6.950%	5,767,765	5,767,768
2063	0	0	-	-	87,968,793	6.950%	5,767,765	5,767,76
2064	0	0		5,278,128	93,246,920	6.950%	6,113,831	6,113,83
2065	0	0	•		93,246,920	6.950%	6,113,831	6,113,83
Total			37	62,929,440				

^{1.} Vacant land value calculated in year prior to construction as 10% build-out market value

Arrowhead Nordic Spa Metropolitan District Revenue

	Total	Distr	ict Mill Levy Rev	enue	Exp	Total	
	Assessed Value in Collection Year	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2024	0	0.000	0	0	0	0	
2025	0	0.000	0	0	0	0	
2026	237,800	50.000	11,831	710	(177)	(4,000)	8.36
2027	969,898	50.000	48,252	2,895	(724)		46,42
2028	1,804,050	50.000	89,752	5,385	(1,346)	, , ,	89,79
2029	2,141,943	50.000	106,562	6,394	(1,598)		107,35
2030	2,270,459	50.000	112,955	6,777	(1,694)		114.03
2030	2,270,459	50.000	112,955	6,777	(1,694)	(4,000)	114,03
2032	2,406,687	50.000	119,733	7,184	(1,796)		121,12
2032	2,406,687	50.000	119,733	7,184	(1,796)		121,12
	, ,	50.000	126,917	7,104	(1,904)		128.62
2034	2,551,088	50.000	126,917	7,615	(1,904)		128,62
2035	2,551,088	50.000	134,532	8,072	(2,018)		136,58
2036	2,704,153 2,704,153	50.000	134,532	8,072	(2,018)		136,58
2037		50.000	142,604	8,556	(2,139)	* * * * * * * * * * * * * * * * * * * *	145,02
2038	2,866,403				, , ,	, , ,	145,02
2039	2,866,403	50.000	142,604	8,556	(2,139)	, , ,	153,96
2040	3,038,387	50.000	151,160	9,070	(2,267)		153,96
2041	3,038,387	50.000	151,160	9,070	(2,267)		
2042	3,220,690	50.000	160,229	9,614	(2,403)	, , ,	163,44
2043	3,220,690	50.000	160,229	9,614	(2,403)		163,44
2044	3,413,931	50.000	169,843	10,191	(2,548)		173,48
2045	3,413,931	50.000	169,843	10,191	(2,548)		173,48
2046	3,618,767	50.000	180,034	10,802	(2,701)		184,13
2047	3,618,767	50.000	180,034	10,802	(2,701)		184,13
2048	3,835,893	50.000	190,836	11,450	(2,863)		195,42
2049	3,835,893	50.000	190,836	11,450	(2,863)	(4,000)	195,42
2050	4,066,047	50.000	202,286	12,137	(3,034)		207,38
2051	4,066,047	50.000	202,286	12,137	(3,034)		207,3
2052	4,310,010	50.000	214,423	12,865	(3,216)		220,07
2053	4,310,010	50.000	214,423	12,865	(3,216)		220,07
2054	4,568,610	50.000	227,288	13,637	(3,409)	, ,,	233,51
2055	4,568,610	50.000	227,288	13,637	(3,409)		233,51
2056	4,842,727	50.000	240,926		(3,614)	, , ,	247,76
2057	4,842,727	50.000	240,926	14,456	(3,614)		247,76
2058	5,133,290	50.000	255,381	15,323	(3,631)		262,87
2059	5,133,290	50.000	255,381	15,323	(3,831)	, , ,	262,87
2060	5,441,288	50.000	270,704	16,242	(4,061)		278,88
2061	5,441,288	50.000	270,704	16,242	(4,061)		278,88
2062	5,767,765	50.000	286,946	17,217	(4,304)	(4,000)	295,85
2063	5,767,765	50.000	286,946	17,217	(4,304)	(4,000)	295,85
2064	6,113,831	50.000	304,163	18,250	(4,562)	(4,000)	313,88
2065	6,113,831	50.000	304,163	18,250	(4,562)	(4,000)	313,88
Total			7,238,314	434,299	(108,575)	(160,000)	7,404,03

Arrowhead Nordic Spa Metropolitan District Debt Service

	Total		Net Debt Service			Surplus	Fund		Ratio A	nalysis
		Series 2025	Series 2035	Total						
	Revenue Available for Debt Service	Dated: 12/1/2025 Par: \$2,230,000 Proj: \$1,357,900	Dated: 12/1/2035 Par: \$3,995,000 Proj: \$1,669,000		Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance \$223,000	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
024	0			0			0	0		
025	0	0		0	0		0	0	n/a	938
026	8,363	0		0	8,363		8,363	0	n/a	230
027	46,424	0		0	46,424		54,787	0	n/a	124
028	89,790	0		0	89,790		144,577	0	n/a	104
029	107,357	111,500		111,500	(4,143)		140,434	0	96%	98
030	114,038	111,500		111,500	2,538		142,972	o	102%	98
031	114,038	111,500		111,500	2,538		145,511	0	102%	93
032	121,121	116,500		116,500	4,621		150,131		104%	92
033	121,121	116,250		116,250	4,871		155,002	0	104%	87
034	128,628	126,000		126,000	2,628		157,630	0	102%	86
035	128,628	125,250	0	125,250	3,378	161,000	0	8	103%	229
036	136,586	Refunded	134,850	134,850	1,736		0	1,736	101%	147
037	136,586		134,400	134,400	2,186		0	2,186	102%	13
038	145,021		143,950	143,950	1,071		0	1,071	101%	13
039	145,021		143,200	143,200	1,821		0	1,821	101%	129
040	153,962		152,450	152,450	1,512		0	1,512	101%	12
041	153,962		151,400	151,400	2,562		0	2,562	102%	119
042	163,440		160,350	160,350	3,090		0	3,090	102%	118
043	163,440		159,000	159,000	4,440		0	4,440	103%	110
044	173,486		172,650	172,650	836		0	836	100%	100
045	173,486		170,850	170,850	2,636		0	2,636	102%	100
046	184,135		179,050	179,050	5,085		0	5,085	103%	9:
047	184,135		181,950	181,950	2,185		0	2,185	101%	9
048	195,423		194,700	194,700	723		0	723	100%	8
049	195,423		192,000	192,000	3,423		0	3,423	102%	8
050	207,389		204,300	204,300	3,089		0	3,089	102%	7
051	207,389		206,150	206,150	1,239		0	1,239	101%	7.
052	220,072		217,850	217,650	2,222		0	2,222	101%	69
053	220,072		219,100	219,100	972		0	972	100%	62
054	233,516		230,200	230,200	3,316		0	3,316	101%	5
055	233,516		230,850	230,850	2,666		0	2,666	101%	50
056	247,767		246,350	246,350	1,417		0	1,417	101%	49
057	247,767		246,250	246,250	1,517		0	1,517	101%	4:
058	262,873		261,000	261,000	1,873		0	1,873	101%	39
059	262,873		260,150	260,150	2,723		0	2,723	101%	3:
060	278,886		274,150	274,150	4,736		0	4,736	102%	2
061	278,886		277,550	277,550	1,336		0	1,336	100%	2:
062	295,859		295,650	295,650	209		0	209	100%	1
063	295,859		293,000	293,000	2,859		ō	2,859	101%	1
064	313,850		310,200	310,200	3,650		0	3,650	101%	
065	313,850		311,650	311,650	2,200		0	2,200	101%	
otal	7,404,038	818,500	6,355,200	7,173,700	230,338	161,000		69,338		

8/5/2024

SOURCES AND USES OF FUNDS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2025 Service Plan

Dated Date Delivery Date 12/01/2025 12/01/2025

Bond Proceeds:	
Par Amount	2,230,000.00
	2,230,000.00
Uses:	
Project Fund Deposits:	
Project Fund	1,357,900.00
Other Fund Deposits:	
Capitalized Interest Fund	334,500.00
Debt Service Reserve Fund	193,000.00
	527,500.00
Cost of Issuance:	
Cost of Issuance	300,000.00
Underwriter's Discount:	
Underwriter's Discount	44,600.00
	2,230,000.00

BOND SUMMARY STATISTICS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Dated Date	12/01/2025
Delivery Date	12/01/2025
Last Maturity	12/01/2055
Last Matarity	12/01/2000
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.148516%
Net Interest Cost (NIC)	5.083093%
All-In TIC	6.277048%
Average Coupon	5.000000%
Average Coupon	3.0000070
Average Life (years)	24.070
Duration of Issue (years)	13.890
,,	
Par Amount	2,230,000.00
Bond Proceeds	2,230,000.00
Total Interest	2,683,750.00
Net Interest	2,728,350.00
Total Debt Service	4,913,750.00
Maximum Annual Debt Service	425,250.00
Average Annual Debt Service	163,791.67
7. Torugo 7 irriudi 2001 Oortioo	100,101.01
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Other rec	
Total Underwriter's Discount	20.000000
	20.00000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term Bond Due 2055	2,230,000.00	100.000	5.000%	24.070
	2,230,000.00			24.070
	TIC		All-In TIC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	2,230,000.00	2,230,0	00.00	2,230,000.00
- Underwriter's Discount - Cost of Issuance Expense - Other Amounts	(44,600.00)	` '	600.00) 000.00)	
Target Value	2,185,400.00	1,885,4	100.00	2,230,000.00
Target Date Yield	12/01/2025 5.148516%		1/2025 048%	12/01/2025 5.000000%

BOND PRICING

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Term Bond Due 2055: 12/01/2026	Bond Component	Maturity Date	Amount	Rate	Yield	Price
12/01/2026	Tarra Dand Dua 0055					
12/01/2028 5.000% 5.000% 100.000 12/01/2029 5.000% 5.000% 100.000 12/01/2030 5.000% 5.000% 100.000 12/01/2031 5.000% 5.000% 100.000 12/01/2032 5.000% 5.000% 100.000 12/01/2033 5.000 5.000% 5.000% 100.000 12/01/2034 15.000 5.000% 5.000% 100.000 12/01/2034 15.000 5.000% 5.000% 100.000 12/01/2036 25.000 5.000% 5.000% 100.000 12/01/2036 25.000 5.000% 5.000% 100.000 12/01/2036 25.000 5.000% 5.000% 100.000 12/01/2038 35.000 5.000% 5.000% 100.000 12/01/2039 35.000 5.000% 5.000% 100.000 12/01/2040 50.000 5.000% 5.000% 100.000 12/01/2041 50.000 5.000% 5.000% 100.000 12/01/2042 60.000 5.000% 5.000% 100.000 12/01/2043 65.000 5.000% 5.000% 100.000 12/01/2044 80.000 5.000% 5.000% 100.000 12/01/2045 80.000 5.000% 5.000% 100.000 12/01/2046 95.000 5.000% 5.000% 100.000 12/01/2048 120.000 5.000% 5.000% 100.000 12/01/2048 120.000 5.000% 5.000% 100.000 12/01/2049 125.000 5.000% 5.000% 100.000 12/01/2048 120.000 5.000% 5.000% 100.000 12/01/2048 120.000 5.000% 5.000% 100.000 12/01/2049 125.000 5.000% 5.000% 100.000 12/01/2049 125.000 5.000% 5.000% 100.000 12/01/2050 140.000 5.000% 5.000% 100.000 12/01/2051 150.000 5.000% 5.000% 100.000 12/01/2052 170.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2054 200.000 200.000 5.000% 5	Term Bond Due 2055:	10/01/0006		5 0000	5 0000/	100.000
12/01/2028						
12/01/2029 5.000% 5.000% 100.000 12/01/2031 5.000% 5.000% 100.000 12/01/2032 5.000 5.000% 5.000% 100.000 12/01/2033 5.000 5.000% 5.000% 100.000 12/01/2034 15.000 5.000% 5.000% 100.000 12/01/2035 15.000 5.000% 5.000% 100.000 12/01/2036 25.000 5.000% 5.000% 100.000 12/01/2037 25.000 5.000% 5.000% 100.000 12/01/2038 35.000 5.000% 5.000% 100.000 12/01/2039 35.000 5.000% 5.000% 100.000 12/01/2040 50.000 5.000% 5.000% 100.000 12/01/2041 50.000 5.000% 5.000% 100.000 12/01/2042 60.000 5.000% 5.000% 100.000 12/01/2043 65.000 5.000% 5.000% 100.000 12/01/2044 80.000 5.000% 5.000% 100.000 12/01/2045 80.000 5.000% 5.000% 100.000 12/01/2046 95.000 5.000% 5.000% 100.000 12/01/2047 100.000 5.000% 5.000% 100.000 12/01/2048 120.000 5.000% 5.000% 100.000 12/01/2049 125.000 5.000% 5.000% 100.000 12/01/2050 140.000 5.000% 5.000% 100.000 12/01/2051 150.000 5.000% 5.000% 100.000 12/01/2052 170.000 5.000% 5.000% 100.000 12/01/2053 180.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2055 170.000 5.000% 5.000% 100.000 12/01/2056 140.000 5.000% 5.000% 100.000 12/01/2057 170.000 5.000% 5.000% 100.000 12/01/2058 405.000 5.000% 5.000% 100.000 12/01/2059 140.000 5.000% 5.000% 100.000 12/01/2054 200.000 5.000% 5.000% 100.000 12/01/2055 405.000 5.000% 5.000% 100.000 12/01/2056 405.000 5.000% 5.000% 100.000 12/01/2057 405.000 5.000% 5.000% 100.000 12/01/2058 405.000 5.000% 5.000% 100.000 12/01/2059 405.000 5.000% 5.000% 100.000 12/01/2056 405.000 5.000% 5.000% 100.000 12/01/2056 405.000 5.000% 5.000% 100.000 12/01/2056 405.000 5.000% 5.000% 100.000 12/01/2056 4						
12/01/2031						
12/01/2031 5.000% 5.000% 100.000 12/01/2032 5,000 5.000% 5.000% 100.000 12/01/2033 5,000 5.000% 5.000% 100.000 12/01/2034 15,000 5.000% 5.000% 100.000 12/01/2036 25,000 5.000% 5.000% 100.000 12/01/2037 25,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2039 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2046 80,000 5.000% 5.000% 100.000 12/01/2048 12/01/2048 12/01/2048 12/01/2048 12/01/2048 12/01/2048 12/01/2048 12/01/2049 12/01/2049 12/01/2049 12/01/2049 12/01/2049 12/01/2049 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000 100.000						
12/01/2032						
12/01/2033			5.000			
12/01/2034 15,000 5.000% 5.000% 100.000 12/01/2035 15,000 5.000% 5.000% 100.000 12/01/2036 25,000 5.000% 5.000% 100.000 12/01/2037 25,000 5.000% 5.000% 100.000 12/01/2039 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2046 12/01/2046 12/01/2046 12/01/2046 12/01/2046 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.0000% 5.000% 5.000% 5.000% 5.0000% 5.0000000% 5.00000000% 5.0000000000						
12/01/2035 15,000 5.000% 5.000% 100.000 12/01/2037 25,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2048 125,000 5.000% 5.000% 100.000 12/01/2048 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 5.000% 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000000% 5.000% 5.000% 5.000% 5.000% 5.000% 5.000000% 5.000000% 5.000						
12/01/2036 25,000 5.000% 5.000% 100.000 12/01/2037 25,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000 2,230,000.00 06/01/2026 Par Amount						
12/01/2037 25,000 5.000% 5.000% 100.000 12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2056 405,000 5.000% 5.000% 100.000 12/01/2056 405,000 5.000% 5.000% 100.000 2,230,000 Dated Date 12/01/2026 Par Amount 2,230,000.00 5.000% 5.000% 100.000 2,230,000 Production 2,230,000.00 100.00000% Underwriter's Discount (44,600.00) (2.000000%)						
12/01/2038 35,000 5.000% 5.000% 100.000 12/01/2039 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2056 2,230,000.00 5.000% 5.000% 100.000 2,230,000 Dated Date						
12/01/2039 35,000 5.000% 5.000% 100.000 12/01/2040 50,000 5.000% 5.000% 100.000 12/01/2041 50,000 5.000% 5.000% 100.000 12/01/2042 60,000 5.000% 5.000% 100.000 12/01/2043 65,000 5.000% 5.000% 100.000 12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2056 405,000 5.000% 5.000% 100.000 12/01/2056 2,230,000.00 Dated Date						
12/01/2040		12/01/2039		5.000%	5.000%	100.000
12/01/2042		12/01/2040		5.000%	5.000%	100.000
12/01/2043		12/01/2041		5.000%	5.000%	100.000
12/01/2044 80,000 5.000% 5.000% 100.000 12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000 2,230,000 06/01/2026 Par Amount		12/01/2042	60,000	5.000%	5.000%	100.000
12/01/2045 80,000 5.000% 5.000% 100.000 12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000 2,230,000.00 Par Amount 2,230,000.00 100.00000% Original Issue Discount 2,230,000.00 (2.000000%) Purchase Price 2,185,400.00 98.000000%		12/01/2043	65,000	5.000%	5.000%	100.000
12/01/2046 95,000 5.000% 5.000% 100.000 12/01/2047 100,000 5.000% 5.000% 100.000 12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000 Dated Date		12/01/2044	80,000	5.000%	5.000%	100.000
12/01/2047		12/01/2045	80,000	5.000%	5.000%	100.000
12/01/2048 120,000 5.000% 5.000% 100.000 12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050 140,000 5.000% 5.000% 100.000 12/01/2051 150,000 5.000% 5.000% 100.000 12/01/2052 170,000 5.000% 5.000% 100.000 12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000		12/01/2046		5.000%	5.000%	
12/01/2049 125,000 5.000% 5.000% 100.000 12/01/2050		12/01/2047		5.000%		
12/01/2050						
12/01/2051		12/01/2049				
12/01/2052						
12/01/2053 180,000 5.000% 5.000% 100.000 12/01/2054 200,000 5.000% 5.000% 100.000 12/01/2055 405,000 5.000% 5.000% 100.000 2,230,000 Dated Date 12/01/2025 Pelivery Date 12/01/2025 First Coupon 06/01/2026 Par Amount 2,230,000.00 Original Issue Discount Production 2,230,000.00 100.00000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000%						
12/01/2054 200,000 5.000% 5.000% 100.000						
12/01/2055 405,000 5.000% 5.000% 100.000						
Dated Date						
Dated Date 12/01/2025 Delivery Date 12/01/2025 First Coupon 06/01/2026 Par Amount 2,230,000.00 Original Issue Discount Production 2,230,000.00 100.00000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest		12/01/2055	405,000	5.000%	5.000%	100.000
Delivery Date 12/01/2025 First Coupon 06/01/2026 Par Amount 2,230,000.00 Original Issue Discount Production 2,230,000.00 100.000000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest			2,230,000			
Delivery Date 12/01/2025 First Coupon 06/01/2026 Par Amount 2,230,000.00 Original Issue Discount Production 2,230,000.00 100.000000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest	Dated Date		4	2/01/2025		
Par Amount 2,230,000.00 Original Issue Discount Production 2,230,000.00 100.000000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest						
Par Amount 2,230,000.00 Original Issue Discount 2,230,000.00 Production 2,230,000.00 100.000000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest ————————————————————————————————————	•					
Original Issue Discount 2,230,000.00 100.000000% Underwriter's Discount (44,600.00) (2.000000%) Purchase Price Accrued Interest 2,185,400.00 98.000000%	r iist Coupon					
Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest		Discount	2,2	230,000.00		
Underwriter's Discount (44,600.00) (2.000000%) Purchase Price 2,185,400.00 98.000000% Accrued Interest	Production		22	230,000,00	100.000	000%
Accrued Interest			*			
Net Proceeds 2,185,400.00			2,1	185,400.00	98.000	000%
	Net Proceeds		2,1	185,400.00		

NET DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Net Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Total Debt Service	Interest	Coupon	Principal	Period Ending
		111,500	111,500	111,500			12/01/2026
		111,500	111,500	111,500			12/01/2027
		111,500	111,500	111,500			12/01/2028
111,500			111,500	111,500			12/01/2029
111,500			111,500	111,500			12/01/2030
111,500			111,500	111,500			12/01/2031
116,500			116,500	111,500	5.000%	5,000	12/01/2032
116,250			116,250	111,250	5.000%	5,000	12/01/2033
126,000			126,000	111,000	5.000%	15,000	12/01/2034
125,250			125,250	110,250	5.000%	15,000	12/01/2035
134,500			134,500	109,500	5.000%	25,000	12/01/2036
133,250			133,250	108,250	5.000%	25,000	12/01/2037
142,000			142,000	107,000	5.000%	35,000	12/01/2038
140,250			140,250	105,250	5.000%	35,000	12/01/2039
153,500			153,500	103,500	5.000%	50,000	12/01/2040
151,000			151,000	101,000	5.000%	50,000	12/01/2041
158,500			158,500	98,500	5.000%	60,000	12/01/2042
160,500			160,500	95,500	5.000%	65,000	12/01/2043
172,250			172,250	92,250	5.000%	80,000	12/01/2044
168,250			168,250	88,250	5.000%	80,000	12/01/2045
179,250			179,250	84,250	5.000%	95,000	12/01/2046
179,500			179,500	79,500	5.000%	100,000	12/01/2047
194,500		*	194,500	74,500	5.000%	120,000	12/01/2048
193,500			193,500	68,500	5.000%	125,000	12/01/2049
202,250			202,250	62,250	5.000%	140,000	12/01/2050
205,250			205,250	55,250	5.000%	150,000	12/01/2051
217,750			217,750	47,750	5.000%	170,000	12/01/2052
219,250			219,250	39,250	5.000%	180,000	12/01/2053
230,250			230,250	30,250	5.000%	200,000	12/01/2054
232,250	193,000		425,250	20,250	5.000%	405,000	12/01/2055
4,386,250	193,000	334,500	4,913,750	2,683,750		2,230,000	

BOND DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2026			55,750	55,750	
12/01/2026			55,750	55,750	111,500
06/01/2027			55,750	55,750	
12/01/2027			55,750	55,750	111,500
06/01/2028			55,750	55,750	
12/01/2028			55,750	55,750	111,500
06/01/2029			55,750	55,750	
12/01/2029			55,750	55,750	111,500
06/01/2030			55,750	55,750	
12/01/2030			55,750	55,750	111,500
06/01/2031			55,750	55,750	
12/01/2031			55,750	55,750	111,500
06/01/2032			55,750	55,750	
12/01/2032	5,000	5.000%	55,750	60,750	116,500
06/01/2033			55,625	55,625	
12/01/2033	5,000	5.000%	55,625	60,625	116,250
06/01/2034			55,500	55,500	
12/01/2034	15,000	5.000%	55,500	70,500	126,000
06/01/2035			55,125	55,125	
12/01/2035	15,000	5.000%	55,125	70,125	125,250
06/01/2036	•		54,750	54,750	•
12/01/2036	25,000	5.000%	54,750	79,750	134,500
06/01/2037			54,125	54,125	
12/01/2037	25,000	5.000%	54,125	79,125	133,250
06/01/2038	20,000	0.00075	53,500	53,500	.00,200
12/01/2038	35,000	5.000%	53,500	88,500	142,000
06/01/2039	00,000	0.00070	52,625	52,625	,
12/01/2039	35,000	5.000%	52,625	87,625	140,250
06/01/2040	00,000	0.00070	51,750	51,750	140,200
12/01/2040	50,000	5.000%	51,750	101,750	153,500
06/01/2041	30,000	3.00070	50,500	50,500	100,000
12/01/2041	50,000	5.000%	50,500	100,500	151,000
06/01/2042	30,000	3.00070	49,250	49,250	131,000
12/01/2042	60,000	5.000%	49,250	109,250	158,500
06/01/2043	00,000	3.00076	47,750	47,750	130,300
12/01/2043	65,000	5.000%	47,750	112,750	160,500
	05,000	3.00070	•		100,300
06/01/2044	90 000	E 0000/	46,125	46,125	170 050
12/01/2044	80,000	5.000%	46,125	126,125	172,250
06/01/2045	00.000	E 0000/	44,125	44,125	160.050
12/01/2045	80,000	5.000%	44,125	124,125	168,250
06/01/2046	05 000	E 0000/	42,125	42,125	170.050
12/01/2046	95,000	5.000%	42,125	137,125	179,250
06/01/2047	100.000	F 0000/	39,750	39,750	170 500
12/01/2047	100,000	5.000%	39,750	139,750	179,500
06/01/2048	400 000	E 0000/	37,250	37,250	404.500
12/01/2048	120,000	5.000%	37,250	157,250	194,500
06/01/2049	405.000	5.00001	34,250	34,250	400 500
12/01/2049	125,000	5.000%	34,250	159,250	193,500
06/01/2050	440.000	E 8000/	31,125	31,125	000 050
12/01/2050	140,000	5.000%	31,125	171,125	202,250
06/01/2051			27,625	27,625	
12/01/2051	150,000	5.000%	27,625	177,625	205,250
06/01/2052	470	E 00001	23,875	23,875	047.755
12/01/2052	170,000	5.000%	23,875	193,875	217,750
06/01/2053	48		19,625	19,625	
12/01/2053	180,000	5.000%	19,625	199,625	219,250
06/01/2054			15,125	15,125	
12/01/2054	200,000	5.000%	15,125	215,125	230,250
06/01/2055			10,125	10,125	
12/01/2055	405,000	5.000%	10,125	415,125	425,250
	2,230,000		2,683,750	4,913,750	4,913,750

CALL PROVISIONS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2025 Service Plan

Call Table: CALL

Call Date	Call Price
12/01/2030	103.00
12/01/2031	102.00
12/01/2032	101.00
12/01/2033	100.00

BOND SOLUTION

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2026		111,500	(111,500)		8,363	8,363	
12/01/2027		111,500	(111,500)		46,424	46,424	
12/01/2028		111,500	(111,500)		89,790	89,790	
12/01/2029		111,500		111,500	107,357	(4,143)	96%
12/01/2030		111,500		111,500	114,038	2,538	102%
12/01/2031		111,500		111,500	114,038	2,538	102%
12/01/2032	5,000	116,500		116,500	121,121	4,621	104%
12/01/2033	5,000	116,250		116,250	121,121	4,871	104%
12/01/2034	15,000	126,000		126,000	128,628	2,628	102%
12/01/2035	15,000	125,250		125,250	128,628	3,378	103%
12/01/2036	25,000	134,500		134,500	136,586	2,086	102%
12/01/2037	25,000	133,250		133,250	136,586	3,336	103%
12/01/2038	35,000	142,000		142,000	145,021	3,021	102%
12/01/2039	35,000	140,250		140,250	145,021	4,771	103%
12/01/2040	50,000	153,500		153,500	153,962	462	100%
12/01/2041	50,000	151,000		151,000	153,962	2,962	102%
12/01/2042	60,000	158,500		158,500	163,440	4,940	103%
12/01/2043	65,000	160,500		160,500	163,440	2,940	102%
12/01/2044	80,000	172,250		172,250	173,486	1,236	101%
12/01/2045	80,000	168,250		168,250	173,486	5,236	103%
12/01/2046	95,000	179,250		179,250	184,135	4,885	103%
12/01/2047	100,000	179,500		179,500	184,135	4,635	103%
12/01/2048	120,000	194,500		194,500	195,423	923	100%
12/01/2049	125,000	193,500		193,500	195,423	1,923	101%
12/01/2050	140,000	202,250		202,250	207,389	5,139	103%
12/01/2051	150,000	205,250		205,250	207,389	2,139	101%
12/01/2052	170,000	217,750		217,750	220,072	2,322	101%
12/01/2053	180,000	219,250		219,250	220,072	822	100%
12/01/2054	200,000	230,250		230,250	233,516	3,266	101%
12/01/2055	405,000	425,250	(193,000)	232,250	233,516	1,266	101%
	2,230,000	4,913,750	(527,500)	4,386,250	4,605,566	219,316	

SOURCES AND USES OF FUNDS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2035 Service Plan

Dated Date	
Delivery Date	

12/01/2035 12/01/2035

Bond Proceeds:	
Par Amount	3,995,000.00
Other Sources of Funds:	
Reserve Fund	193,000.00
Surplus Fund	161,000.00
	354,000.00
	4,349,000.00
Uses:	
Project Fund Deposits:	
Project Fund	1,669,000.00
Refunding Escrow Deposits:	
Cash Deposit	2,190,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	260,000.00
Cost of Issuance:	
Cost of Issuance	200,000.00
Underwriter's Discount:	
Underwriter's Discount	30,000.00
	4,349,000.00

BOND SUMMARY STATISTICS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Dated Date	12/01/2035
Delivery Date	12/01/2035
Last Maturity	12/01/2065
Arbitrage Yield	3.000000%
True Interest Cost (TIC)	3.048605%
Net Interest Cost (NIC)	3.034349%
All-In TIC	3.385910%
Average Coupon	3.000000%
Average Life (years)	21.862
Duration of Issue (years)	15.724
Par Amount	3,995,000.00
Bond Proceeds	3,995,000.00
Total Interest	2,620,200.00
Net Interest	2,650,200.00
Total Debt Service	6,615,200.00
Maximum Annual Debt Service	571,650.00
Average Annual Debt Service	220,506.67
Underwriter's Fees (per \$1000) Average Takedown	
Other Fee	7.509387
Total Underwriter's Discount	7.509387
Bid Price	99.249061

Bond Component	Par Value	Price	Average Coupon	Average Life
Term Bond due 2065	3,995,000.00	100.000	3.000%	21.862
	3,995,000.00			21.862
,	TIC		All-In TIC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	3,995,000.00	3,995,0	00.00	3,995,000.00
- Underwriter's Discount - Cost of Issuance Expense - Other Amounts	(30,000.00)	, ,	000.00) 000.00)	
Target Value	3,965,000.00	3,765,0	00.00	3,995,000.00
Target Date Yield	12/01/2035 3.048605%	12/01/2035 3.385910%		12/01/2035 3.000000%

BOND PRICING

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Bond Component	Maturity Date	Amount	Rate	Yield	Price
erm Bond due 2065:					
	12/01/2036	15,000	3.000%	3.000%	100.000
	12/01/2037	15,000	3.000%	3.000%	100.000
	12/01/2038	25,000	3.000%	3.000%	100.000
	12/01/2039	25,000	3.000%	3.000%	100.000
	12/01/2040	35,000	3.000%	3.000%	100.000
	12/01/2041	35,000	3.000%	3.000%	100.000
	12/01/2042	45,000	3.000%	3.000%	100.000
	12/01/2043	45,000	3.000%	3.000%	100.000
	12/01/2044	60,000	3.000%	3.000%	100.000
	12/01/2045	60,000	3.000%	3.000%	100.000
	12/01/2046	70,000	3.000%	3.000%	100.000
	12/01/2047	75,000	3.000%	3.000%	100.000
	12/01/2048	90,000	3.000%	3.000%	100.000
	12/01/2049	90,000	3.000%	3.000%	100.000
	12/01/2050	105,000	3.000%	3.000%	100.000
	12/01/2051	110,000	3.000%	3.000%	100.000
	12/01/2051	125,000	3.000%	3.000%	100.000
	12/01/2052	130,000	3.000%	3.000%	100.000
	12/01/2054	145,000	3.000%	3.000%	100.000
	12/01/2055	150,000	3.000%	3.000%	100.000
	12/01/2056	170,000	3.000%	3.000%	100.000
	12/01/2057	175,000	3.000%	3.000%	100.000
	12/01/2057	195,000	3.000%	3.000%	100.000
	12/01/2059	200,000	3.000%	3.000%	100.000
	12/01/2060	220,000	3.000%	3.000%	100.000
	12/01/2061	230,000	3.000%	3.000%	100.000
	12/01/2062	255,000	3.000%	3.000%	100.000
	12/01/2062		3.000%	3.000%	100.000
	12/01/2064	260,000 285,000	3.000%	3.000%	100.000
	12/01/2065	555,000	3.000%	3.000%	100.000
		3,995,000			
Dated Date Delivery Date First Coupon		1	2/01/2035 2/01/2035 6/01/2036		
•					
Par Amount Original Issue Discount		3,9	3,995,000.00		
Production			95,000.00	100.000	
Underwriter's I	Discount		(30,000.00)	(0.7509	939%)
		3.0	65,000.00	99.2490	061%
Purchase Price Accrued Intere				00.2.70	

NET DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Principal	Coupon	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2036	15,000	3.000%	119,850	134,850		134,850
12/01/2037	15,000	3.000%	119,400	134,400		134,400
12/01/2037	25,000	3.000%	118,950	143,950		143,950
12/01/2039	25,000	3.000%	118,200	143,200		143,200
12/01/2040	35,000	3.000%	117,450	152,450		152,450
12/01/2041	35,000	3.000%	116,400	151,400		151,400
12/01/2041	45,000	3.000%	115,350	160,350		160,350
12/01/2042	45,000	3.000%	114,000	159,000		159,000
12/01/2044	60,000	3.000%	112,650	172,650		172,650
12/01/2045	60,000	3.000%	110,850	170,850		170,850
12/01/2046	70,000	3.000%	109,050	179,050		179,050
12/01/2047	75,000	3.000%	106,950	181,950		181,950
12/01/2048	90,000	3.000%	104,700	194,700		194,700
12/01/2049	90,000	3.000%	102,000	192,000		192,000
12/01/2050	105,000	3.000%	99,300	204,300		204,300
12/01/2051	110,000	3.000%	96,150	206,150		206,150
12/01/2052	125,000	3.000%	92,850	217,850		217.850
12/01/2053	130,000	3.000%	89,100	219,100		219,100
12/01/2054	145,000	3.000%	85,200	230,200		230,200
12/01/2055	150,000	3.000%	80,850	230,850		230,850
12/01/2056	170,000	3.000%	76,350	246,350		246,350
12/01/2057	175,000	3.000%	71,250	246,250		246,250
12/01/2058	195,000	3.000%	66,000	261,000		261,000
12/01/2059	200,000	3.000%	60,150	260,150		260,150
12/01/2060	220,000	3.000%	54,150	274,150		274,150
12/01/2061	230,000	3.000%	47,550	277,550		277,550
12/01/2062	255,000	3.000%	40,650	295,650		295,650
12/01/2063	260,000	3.000%	33,000	293,000		293,000
12/01/2064	285,000	3.000%	25,200	310,200		310,200
12/01/2065	555,000	3.000%	16,650	571,650	260,000	311,650
	3,995,000		2,620,200	6,615,200	260,000	6,355,200

BOND DEBT SERVICE

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2036	45.000	0.0000/	59,925	59,925	104.050
12/01/2036 06/01/2037	15,000	3.000%	59,925 59,700	74,925	134,850
12/01/2037	15 000	3.000%	59,700 59,700	59,700 74,700	134,400
06/01/2038	15,000	3.00070	59,700 59,475	59.475	134,400
12/01/2038	25,000	3.000%	59,475 59,475	84,475	143,950
06/01/2039	25,000	3.00070	59,100	59,100	145,550
12/01/2039	25,000	3.000%	59,100	84,100	143,200
06/01/2040	25,000	3.00070	58,725	58.725	140,200
12/01/2040	35,000	3.000%	58,725	93,725	152,450
06/01/2041	33,000	3.00070	58,200	58,200	152,450
12/01/2041	35,000	3.000%	58,200	93,200	151,400
06/01/2042	00,000	0.00070	57,675	57,675	101,100
12/01/2042	45,000	3.000%	57,675	102,675	160,350
06/01/2043	40,000	0.00070	57,000	57,000	100,000
12/01/2043	45,000	3.000%	57,000	102,000	159,000
06/01/2044	40,000	0.00070	56,325	56,325	.00,000
12/01/2044	60,000	3.000%	56,325	116,325	172,650
06/01/2045	00,000	0.00070	55,425	55,425	,000
12/01/2045	60,000	3.000%	55,425	115,425	170,850
06/01/2046	00,000	0.000.0	54,525	54,525	,
12/01/2046	70,000	3.000%	54,525	124,525	179,050
06/01/2047	,		53,475	53,475	
12/01/2047	75,000	3.000%	53,475	128,475	181,950
06/01/2048	*		52,350	52,350	•
12/01/2048	90,000	3.000%	52,350	142,350	194,700
06/01/2049	•		51,000	51,000	
12/01/2049	90,000	3.000%	51,000	141,000	192,000
06/01/2050			49,650	49,650	
12/01/2050	105,000	3.000%	49,650	154,650	204,300
06/01/2051			48,075	48,075	
12/01/2051	110,000	3.000%	48,075	158,075	206,150
06/01/2052			46,425	46,425	
12/01/2052	125,000	3.000%	46,425	171,425	217,850
06/01/2053			44,550	44,550	
12/01/2053	130,000	3.000%	44,550	174,550	219,100
06/01/2054			42,600	42,600	
12/01/2054	145,000	3.000%	42,600	187,600	230,200
06/01/2055			40,425	40,425	
12/01/2055	150,000	3.000%	40,425	190,425	230,850
06/01/2056			38,175	38,175	
12/01/2056	170,000	3.000%	38,175	208,175	246,350
06/01/2057	475.000	0.00001	35,625	35,625	0.46.050
12/01/2057	175,000	3.000%	35,625	210,625	246,250
06/01/2058	105.000	0.000/	33,000	33,000	264 202
12/01/2058	195,000	3.000%	33,000	228,000	261,000
06/01/2059	200 000	3.000%	30,075	30,075	260 150
12/01/2059	200,000	3.000%	30,075 27,075	230,075	260,150
06/01/2060 12/01/2060	220 000	3.000%	27,075 27,075	27,075 247,075	274,150
06/01/2061	220,000	3.00070	23,775	23,775	214,130
12/01/2061	230,000	3.000%	23,775	253,775	277,550
06/01/2062	200,000	0.00070	20,325	20,325	277,000
12/01/2062	255,000	3.000%	20,325	275,325	295,650
06/01/2063	230,000	0.30070	16,500	16,500	_50,050
12/01/2063	260,000	3.000%	16,500	276,500	293,000
06/01/2064			12,600	12,600	
12/01/2064	285,000	3.000%	12,600	297,600	310,200
06/01/2065	,		8,325	8,325	
12/01/2065	555,000	3.000%	8,325	563,325	571,650
				· · · ·	
	3,995,000		2,620,200	6,615,200	6,615,200

CALL PROVISIONS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2035 Service Plan

Call Table: CALL

Call Date	Call Price		
12/01/2045	100.00		

SUMMARY OF BONDS REFUNDED

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

	Maturity	Interest	Par	Call	Call	
Bond	Date	Rate	Amount	Date	Price	
Series 2025 Ser	vice Plan, 25SP, TERM5	55:				
	12/01/2036	5.000%	25,000	12/01/2035	100.000	
	12/01/2037	5.000%	25,000	12/01/2035	100.000	
	12/01/2038	5.000%	35,000	12/01/2035	100.000	
	12/01/2039	5.000%	35,000	12/01/2035	100.000	
	12/01/2040	5.000%	50,000	12/01/2035	100.000	
	12/01/2041	5.000%	50,000	12/01/2035	100.000	
	12/01/2042	5.000%	60,000	12/01/2035	100.000	
	12/01/2043	5.000%	65,000	12/01/2035	100.000	
	12/01/2044	5.000%	80,000	12/01/2035	100.000	
	12/01/2045	5.000%	80,000	12/01/2035	100.000	
	12/01/2046	5.000%	95,000	12/01/2035	100.000	
	12/01/2047	5.000%	100,000	12/01/2035	100.000	
	12/01/2048	5.000%	120,000	12/01/2035	100.000	
	12/01/2049	5.000%	125,000	12/01/2035	100.000	
	12/01/2050	5.000%	140,000	12/01/2035	100.000	
	12/01/2051	5.000%	150,000	12/01/2035	100.000	
	12/01/2052	5.000%	170,000	12/01/2035	100.000	
	12/01/2053	5.000%	180,000	12/01/2035	100.000	
	12/01/2054	5.000%	200,000	12/01/2035	100.000	
	12/01/2055	5.000%	405,000	12/01/2035	100.000	
			2,190,000			

ESCROW REQUIREMENTS

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Principal Redeemed	Total	
12/01/2035	2,190,000	2,190,000.00	
	2,190,000	2,190,000.00	

BOND SOLUTION

ARROWHEAD NORDIC SPA METROPOLITAN DISTRICT Douglas County, Colorado

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2036	15,000	134,850		134,850	136,586	1,736	101%
12/01/2037	15,000	134,400		134,400	136,586	2,186	102%
12/01/2038	25,000	143,950		143,950	145,021	1,071	101%
12/01/2039	25,000	143,200		143,200	145,021	1,821	101%
12/01/2040	35,000	152,450		152,450	153,962	1,512	101%
12/01/2041	35,000	151,400		151,400	153,962	2,562	102%
12/01/2042	45,000	160,350		160,350	163,440	3,090	102%
12/01/2043	45,000	159,000		159,000	163,440	4,440	103%
12/01/2044	60,000	172,650		172,650	173,486	836	100%
12/01/2045	60,000	170,850		170,850	173,486	2,636	102%
12/01/2046	70,000	179,050		179,050	184,135	5,085	103%
12/01/2047	75,000	181,950		181,950	184,135	2,185	101%
12/01/2048	90,000	194,700		194,700	195,423	723	100%
12/01/2049	90,000	192,000		192,000	195,423	3,423	102%
12/01/2050	105,000	204,300		204,300	207,389	3,089	102%
12/01/2051	110,000	206,150		206,150	207,389	1,239	101%
12/01/2052	125,000	217,850		217,850	220,072	2,222	101%
12/01/2053	130,000	219,100		219,100	220,072	972	100%
12/01/2054	145,000	230,200		230,200	233,516	3,316	101%
12/01/2055	150,000	230,850		230,850	233,516	2,666	101%
12/01/2056	170,000	246,350		246,350	247,767	1,417	101%
12/01/2057	175,000	246,250		246,250	247,767	1,517	101%
12/01/2058	195,000	261,000		261,000	262,873	1,873	101%
12/01/2059	200,000	260,150		260,150	262,873	2,723	101%
12/01/2060	220,000	274,150		274,150	278,886	4,736	102%
12/01/2061	230,000	277,550		277,550	278,886	1,336	100%
12/01/2062	255,000	295,650		295,650	295,859	209	100%
12/01/2063	260,000	293,000		293,000	295,859	2,859	101%
12/01/2064	285,000	310,200		310,200	313,850	3,650	101%
12/01/2065	555,000	571,650	(260,000)	311,650	313,850	2,200	101%
	3,995,000	6,615,200	(260,000)	6,355,200	6,424,530	69,330	

Exhibit I Resolution of Approval

RESOLUTION NO. R-013-

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE SERVICE PLAN OF

ARROWHEAD COLORADO METROPOLITAN DISTRICT

WHEREAS, on [INSERT DATE], a service plan for the proposed Arrowhead Colorado Metropolitan District ("Service Plan") was filed with the Douglas County Clerk and Recorder ("Clerk"), and the Clerk, on behalf of the Board of County Commissioners ("Board"), mailed a Notice of Filing of Special District Service Plan to the Division of Local Government in the Department of Local Affairs on [INSERT DATE]; and

WHEREAS, on [INSERT DATE], the Douglas County Planning Commission recommended approval of the Service Plan to the Board; and

WHEREAS, on [INSERT DATE], the Board set a public hearing on the Service Plan for [INSERT DATE] ("Public Hearing"), and (1) ratified publication of the notice of the date, time, location and purpose of such Public Hearing, which was published in *The Douglas County News-Press* on [INSERT DATE]; and (2) caused notice of the date, time and location of the Public Hearing to be mailed on [INSERT DATE], to the governing body of the existing municipalities and special districts which have levied an *ad valorem* tax within the next preceding tax year and which have boundaries within a radius of three miles of the proposed boundaries of Arrowhead Colorado Metropolitan District ("District") and, on [INSERT DATE], to the petitioners and to the property owners, pursuant to the provisions of § 32-1-204(1.5), C.R.S.; and

WHEREAS, on [INSERT DATE], a Public Hearing on the Service Plan was opened at which time all interested parties, as defined in § 32-1-204, C.R.S., were afforded an opportunity to be heard, and all testimony and evidence relevant to the Service Plan and the organization of the proposed District was heard, received and considered.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, THAT:

Section 1. The Board does hereby determine that all procedural requirements of §§ 32-1-201, et seq., C.R.S., relating to the Service Plan have been fulfilled and that the Board has jurisdiction in the matter.

Section 2. The Board does hereby find:

- (a) that there is sufficient existing and projected need for organized service in the area to be serviced by the proposed District; and
- (b) that the existing service in the area to be served by the proposed District is inadequate for present and projected needs; and
- (c) that the proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries; and
- (d) that the area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
- (e) that adequate service is not, or will not be, available to the area through Douglas County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis; and
- (f) that the facility and service standards of the proposed District are compatible with the facility and service standards of Douglas County and each municipality which is an interested party under § 32-1-204, C.R.S.; and
- (g) that the proposal is in substantial compliance with the Douglas County Comprehensive Master Plan; and
- (h) that the proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area; and
- (i) that the creation of the proposed District will be in the best interests of the area proposed to be served; and
- (j) that the Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§ 32-1-201, et seq., C.R.S.
- Section 3. The Board hereby approves the Service Plan without conditions; provided, however, that such action shall not imply the approval of any land development activity within the proposed District or its service area, or of any specific number of

development activity as part of a separate development review process.

Section 4. The legal description of the District shall be as provided in Exhibit A, attached hereto and incorporated herein by reference.

Section 5. A certified copy of this resolution shall be filed in the records of Douglas County.

PASSED AND ADOPTED this ___ day of ______, 20__, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY: ______, Chair

buildable units identified in the Service Plan, unless the Board has approved such

Deputy Clerk

EXHIBIT A TO RESOLUTION OF APPROVAL

(Legal Description)

Exhibit J Compliance with Section 18A, Water Supply – Overlay District

Exhibit J - Compliance with Section 18A



May 10, 2024

Coy Williams Kimley-Horn 4582 South Ulster Street, Suite 1500 Denver, CO 80237

Re: Roxborough Park Project Areas 12 and 14

Dear Mr. Williams

Roxborough Water and Sanitation District is providing this letter regarding water service to the referenced property, in accordance with the Rules and Regulations of the District as amended from time to time. The referenced project is within the boundaries of the District.

Development Water Demand

The referenced property will accommodate the proposed 18 EQR's for water. Water demand for the above-mentioned property is planned as follows.

Type of Use Quantity Required Water Supply(ac-ft/yr)

Residential / 18 EQR's 7.92 Acre feet per year

Commercial Conversion

Water Supply Availability

Roxborough Water and Sanitation District has a 90-year agreement with automatic and continuous renewals with the City of Aurora to purchase 2,235-acre feet of water annually. Under that agreement, 1,950-acre feet per year is available for potable water supply, and 285-acre feet per year is available for irrigation of Arrowhead Golf Course and Roxborough Village Metro District parks and open space.

Per the water supply agreement with Aurora, 1,950-acre feet of water, with a maximum of 0.44 ac-ft/yr/EQR, can serve a maximum of 4,431 EQR's. As of December 31, 2023, the District provided water service to 3,974 EQR's, that used a total of 985-acre feet of water in 2023, or 0.25 ac-ft/yr/EQR. Buildout within the current service area, which includes this property is expected to be 4,377 EQR's with a required water supply of 1,925 ac-ft/yr leaving 25-acre feet remaining for future inclusions in the District's service area.



Water Quality

The District's water is diverted from the South Platte River at Strontia Springs Reservoir and then runs through the City of Aurora's tunnel to Rampart Range Reservoir and transmission pipelines to the District's Larry D. Moore Water Treatment Plant. Once it reaches the treatment facility, we utilize a number of treatment processes including coagulation, flocculation, sedimentation, filtration and disinfection. Roxborough Water and Sanitation District meets or exceeds all Colorado Department of Public Health and Environment testing and quality requirements and provides high quality water to its customers. The District's most recent Annual Water Quality Report can be found on our website (www.roxwater.org).

This letter affirms that Roxborough Water and Sanitation District has sufficient water supply to serve the property. For the purposes of Douglas County's concurrency management process, please accept this letter as confirmation that Roxborough Water and Sanitation District has reviewed the proposed development and determined that it meets the District's service standards. This letter does not constitute authorization to connect any of the proposed commercial properties to the District's system.

Sewer Service Availability

The District and the City of Littleton entered into an agreement under which Littleton provides wastewater treatment service to the District. To receive treatment service from Littleton, the District constructed all facilities required to connect to the Littleton system. Regionalization with the Littleton system enabled the decommissioning of the former Roxborough Water and Sanitation District and Lockheed Martin wastewater treatment facilities. In September 2007, the District completed construction of facilities, owned and operated by the District, to convey wastewater to the Littleton system.

Facilities required to connect to the Littleton wastewater system include two lift stations and approximately 14 miles of pipeline. The Waterton lift station serves the Lockheed Martin Waterton Campus; the Roxborough lift station serves the District's entire service area, including the Ravenna Maintenance Site. A pipeline conveys wastewater from Roxborough to the Littleton wastewater collection system for treatment at South Platte Renew owned by the Cities of Littleton and Englewood. The overall capacity of the wastewater conveyance system is 1.75 million gallons per day (MGD), to serve the ultimate wastewater flow condition for build out of the District's service area.

Interceptor sewers are in place to serve the ultimate development condition, and all interceptors have adequate capacity to carry the projected ultimate wastewater flows.



This letter affirms that Roxborough Water and Sanitation District has sufficient water supply and wastewater treatment capacity to serve the proposed development. For the purposes of Douglas County's concurrency management process, please accept this letter as confirmation that Roxborough Water and Sanitation District has reviewed the proposed development and determined that it meets the District's service standards. This letter does not constitute authorization to connect any of the proposed commercial properties to the District's system. Prior to connection, each proposed property will need to pay the System Development Charge in effect at that time and a Connection Permit Fee to obtain a Connection Permit.

Sincerely,

Mike Marcum General Manager

Exhibit K-1 FACILITIES FUNDING AND ACQUISITION AGREEMENT

Exhibit K-1

FACILITIES FUNDING AND ACQUISITION AGREEMENT

is made and entered into this day of, 20, with an effective date of the day of, 20, by and between ARROWHEAD COLORADO METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and DEVELOPER NAME, a Corporate Designation (the "Developer") (each a "Party", and collectively, the "Parties"). RECITALS			
A. Colorado, con	The Developer is developing property within a project located in Douglas County, nmonly known as the Homestead project (the " Property ").		
В.	The Property is within the boundaries and/or service area of the District.		
C.	The District was organized on, 20 ("Organization Date").		
"Service Plan including wat recreation, tra and other faci	Pursuant to the authority granted to the District by its Service Plan, as approved ounty on, 20, as it may be amended from time to time (the n''), the District is authorized to construct, acquire and install public improvements, er, sanitation (including storm drainage), street, safety protection, park and insportation, fire protection, television relay and translation, and mosquito control lities and services ("Improvements"), which benefit property within the District's ind/or service area.		
E. constructed an	In order for the Property to be developed, the Improvements need to be nd/or acquired.		
F. construction of	The District does not currently have sufficient monies available to fund the cost of of the Improvements or to acquire the Improvements.		
construction of	Funds related to the design, testing, engineering, and construction of the s, together with the related consultant and management fees associated with the of the Improvements, have been and/or will be expended by the Parties on Related Expenses").		
H. (" Organizati e	The Developer has incurred expenses for the organization of the District on Expenses").		
	It is anticipated that the District will issue bonds, the proceeds of which may be to reimburse the Developer for Organization Expenses, Construction Related dor acquisition of Improvements.		
J. Developer hav	In order to encourage development within the District, the District and the ve determined that until bonds are issued it is in the best interests of the District for		

the Developer to advance funds to the District for the Construction Related Expenses and/or for the District's acquisition of the Improvements upon completion, and the Developer is willing to so proceed.

- K. The District desires to reimburse the Developer for the Construction Related Expenses and to acquire such Improvements completed by the Developer.
 - L. The District desires to reimburse the Developer for the Organization Expenses.
- M. The District and the Developer desire to set forth the rights, obligations, and procedures for the acquisition of the Improvements and for the District to reimburse the Developer as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

ARTICLE I FUNDING OF ORGANIZATION EXPENSES

1.1 Acknowledgement of and Reimbursement for Organization Expenses. The District hereby acknowledges that the Developer has incurred Organization Expenses and the District is authorized to reimburse the Developer for such Organization Expenses subject to the requirements of this Section. The Developer shall provide to the District's accountant written documentation of the Organization Expenses it has incurred and such other information as the District's accountant may reasonably require in order to verify the amount of Organization Expenses reimbursable to the Developer. Subject to the receipt of funding pursuant to Section 4.3, the District shall reimburse to the Developer the amount of Organization Expenses that have been verified by the District's accountant and approved by the District's Board of Directors, plus amounts, if any, advanced to the District by the Developer to pay the costs incurred for such review, verification and approval.

ARTICLE II FUNDING OF IMPROVEMENTS TO BE CONSTRUCTED BY THE DISTRICT

2.1	Improvements Constructed by the District.	The Parties acknowledge that the
District will d	esign, construct, and complete certain Impro	vements and incur Construction
Related Exper	nses in accordance with the provisions of this	s Article II.

2.2 <u>Acknowledgement of Anticipated Shortfall.</u> The Developer acknowledges that in
connection with the construction of the Improvements, the District will incur Construction
Related Expenses in reliance upon the Developer's commitments herein to provide funding. The
total estimated cost to complete construction of the Improvements, including contingencies, is
Dollars (\$) (the "Shortfall Amount").

2.3 <u>Payment of Shortfall.</u> The Developer shall advance funds necessary to fund the Construction Related Expenses incurred by the District on a periodic basis as needed for the

fiscal years 20____ through 20___ of the District, up to the Shortfall Amount. The District shall, from time to time, provide written notice to the Developer that an advance of all or part of the Shortfall Amount is required. The Developer shall make an advance of funds to the District within fifteen (15) days of receipt from the District of any such written notice that an advance of funds is required ("Developer Advance").

- 2.4 Request for Additional Developer Advance. If the District requires additional advances above the Shortfall Amount from the Developer for the Construction Related Expenses, the District shall request such additional funds in writing. Such request shall be accompanied by written explanation regarding the reasons additional funds are required. The Developer shall provide written acknowledgement of approval of the increased Shortfall Amount as well as such additional funds within fifteen (15) days of receipt of notice requesting such funds. The amount of the additional funds shall be added to and included within the Shortfall Amount.
- 2.5 Accounting. The District shall keep an accounting of each Developer Advance, including the accrued and unpaid interest thereon, and shall provide unaudited financial statements reflecting this accounting to the Developer on a [monthly/quarterly/annual] basis.

ARTICLE III CONSTRUCTION OF IMPROVEMENTS TO BE ACQUIRED BY THE DISTRICT

- Improvements Acquired by District. The Parties agree that prior to the Developer requesting that the District acquire any Improvements pursuant to this Agreement, the District shall obtain a certification of an independent engineer that the Construction Related Expenses are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area and Douglas County, and verification from the District's accountant that the Construction Related Expenses are reimbursable ("Verified Costs") based on the copies of the invoices, bills, and requests for payment provided to the District pursuant to Section 3.4 herein. The Developer shall provide the District and/or the independent engineer with written evidence of the date that payment was made by the Developer for all Verified Costs. The Developer shall advance to the District funds necessary to pay the costs incurred by the District for such review and cost verification, including legal, accounting, management and engineering expenses.
- 3.2 <u>Construction Contract Requirements</u>. The Developer agrees that any construction contract for all or any portion of the Improvements shall require the contractor and/or the Developer to provide a warranty from the date of initial acceptance of the completed Improvements and a security mechanism to secure the warranty approved by the District or as required by the applicable government entity to which the Improvements shall be dedicated.
- 3.3 <u>Periodic Reports.</u> If the District so requests, the Developer will provide periodic reports on the status of completion of the Improvements and/or accounting of Construction Related Expenses.
- 3.4 <u>Acquisition of the Improvements.</u> The District shall acquire the Improvements after preliminary acceptance from the appropriate accepting jurisdiction and prior to final

acceptance upon receipt, review and approval by the District's accountant and engineer, as applicable, of the following:

- (a) As-built drawings for the Improvements to be conveyed by the Developer;
- (b) Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers, or suppliers have been paid in full, in a form acceptable to the District;
- (c) An assignment from the Developer to the District of any warranties associated with the Improvements, in a form acceptable to the District, such as a warranty agreement;
- (d) Copies of all contracts, pay requests, change orders, invoices and evidence of payment of same, the final AIA payment form (or similar form approved by the District), canceled checks, and any other requested documentation to verify the amount of reimbursable Construction Costs requested;
- (e) An executed Bill of Sale conveying the Improvements to the District, substantially in the form attached hereto as **Exhibit A**; and
- (f) Such other documentation, records and verifications as may reasonably be required by the District.

ARTICLE IV REIMBURSEMENT OF DEVELOPER

- 4.1 Reimbursement of Developer. Subject to the receipt of funding pursuant to Section 4.3 herein and all other applicable provisions hereof, the District agrees to make payment to the Developer for all Developer Advances and/or Verified Costs, together with interest thereon, unless otherwise agreed to in writing by the Parties. Developer and District acknowledge the existence of limitations on the District's ability to make such payments as a result of Section XI of the Service Plan, which limits the interest rate on developer reimbursements to not exceed the current Bond Buyer 20-Bond GO Index plus four percent (4%).
- 4.2 <u>Interest and Payment Priority</u>. Simple interest shall accrue on Organization Expenses and Construction Related Expenses at the rate of ______ percent (____%) per annum until paid. For Organization Expenses, simple interest shall accrue from the Organization Date. For Construction Related Expenses, simple interest shall accrue as follows:
 - (g) On each Developer Advance, from the date of deposit into the District's account.
 - (h) On Verified Costs for amounts expended by the Developer for Construction Related Expenses incurred prior to the Organization Date, from the Organization Date.

(i) On Verified Costs for amounts expended by the Developer for Improvements constructed after the Organization Date, from the date Verified Costs were incurred by the Developer.

The Parties agree that payments by the District to the Developer shall credit first against accrued and unpaid interest and then to the principal amount due. CONSIDER PRIORITY OF REIMBURSEMENT BETWEEN DEVELOPER ADVANCES AND VERIFIED COSTS.

Funding Requirement. The Parties agree that no payment shall be required of the 4.3 District hereunder unless and until the District issues bonds in an amount sufficient to reimburse the Developer for all or a portion of the Organization Expenses, Developer Advances and/or Verified Costs. The District agrees to exercise reasonable efforts to issue bonds to reimburse the Developer subject to the limitations herein. In addition, the District agrees to utilize any available moneys not otherwise pledged to payment of bonds, used for operation and maintenance expenses, or otherwise encumbered, to reimburse the Developer. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District's Service Plan.

ARTICLE V GENERAL PROVISIONS

- 5.1 <u>Representations</u>. The Developer hereby represents and warrants to and for the benefit of the District as follows:
 - (a) The Developer is a CORPORATE DESIGNATION in good standing and qualified to conduct business under the laws of the State of Colorado.
 - (b) The Developer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Developer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Developer is a party or by which the Developer is or may be bound. The Developer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.
 - (c) The Developer represents that it has sufficient available funds to fulfill its obligations under this Agreement.
 - (d) The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by the Developer to the District for the entire term of this Agreement.

- 5.2 Term; Repose. CONSULT WITH SHAREHOLDER Notwithstanding anything set forth in this Agreement to the contrary, the District shall not be obligated to the Developer for Organization Expenses, Construction Related Expenses and/or Verified Costs incurred by the Developer, but not invoiced (as evidenced by the delivery of the documents described in Article 3 above) to the District within _____ days of the date incurred. In the event the District has not paid or reimbursed the Developer for any Organization Expenses, Construction Related Expenses and/or Verified Costs by December 31, 20____ LESSER OF 40 YEARS OR THE USEFUL LIFE OF THE IMPROVEMENTS AS CALCULATED BY DISTRICT ACCOUNTANT, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.
- 5.3 Inactive Status. The Developer acknowledges the District may elect to be inactive in any one or more of the years this Agreement is in effect, and the Developer and the District agree that, during the period of inactivity: the District shall have no financial obligations outstanding or contracts in effect that require performance by the District; the District shall not impose a mill levy for tax collection; the District shall not anticipate any receipt of revenue and shall have no planned expenditures, except for statutory compliance, in said fiscal year(s); the District shall have no operation or maintenance responsibility for any facilities; and the District shall file an initial notice of inactive status pursuant to Section 32-1-104, C.R.S., and each year thereafter that the District continues to be inactive, the District shall file a notice of inactive status pursuant to Section 32-1-104(4), C.R.S. By acceptance of this Agreement, the Developer agrees that during any period of District inactivity, the District shall have no obligations, including no obligations to make reimbursements, under this Agreement and shall not be required to take any other actions hereunder.
- Termination of Reimbursement Obligations. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.
- 5.5 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-

confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Arrowhead Colorado Metropolitan District c/o McGeady Becher 450 E. 17 th Ave, Suite 400 Denver, CO 80202 Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com
With a copy to: DELETE IF NOT NEEDED	McGeady Becher P.C. 450 East 17 th Avenue, Suite 400 Denver, CO 80203-1254 Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com
To Developer:	
	Attention: Phone: Email:
With a copy to:	
	Attention:
	Phone:
	Email:

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

- 5.6 <u>Assignment.</u> The Developer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.
- 5.7 <u>Parties Interested Herein.</u> Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and

provisions in this Agreement by and on behalf of the District and the Developer shall be for the sole and exclusive benefit of the District and the Developer.

- 5.8 <u>Default/Remedies.</u> In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.
- 5.9 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of ______, Colorado.
- 5.10 <u>Inurement.</u> Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 5.11 <u>Integration.</u> This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 5.12 <u>Severability.</u> If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 5.13 <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 5.14 <u>Paragraph Headings.</u> Paragraph headings are inserted for convenience of reference only.
- 5.15 <u>Amendment.</u> This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Developer unless the same is in writing and duly executed by the Parties hereto.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FACILITIES FUNDING AND ACQUISITION AGREEMENT

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

ARROWHEAD COLORADO
METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

	00101440
	Ву:
	, President
Attest:	
, Secretary	
	DEVELOPER NAME, a corporate designation
	Ву:
	Name:
	Its:

EXHIBIT A

Bill of Sale

KNOW ALL BY THESE PRESENTS to	hat, a, whose address
is ("Grantor"), for and in consider	eration of the sum of Ten Dollars (\$10.00) and
other good and valuable consideration, the recei	pt of which is hereby acknowledged, has
bargained and sold, and by these presents does a	grant and convey unto, a
, whose address is(the "District"), its successors and assigns, all of
	cilities, personal property and the improvements
shown on Exhibit I attached hereto and incorpo	
("Improvements"), excluding therefrom those	Improvements previously conveyed to other
jurisdictions for perpetual ownership.	
TO HAVE AND TO HOLD the same or	nto the District its successions and socious
	nto the District, its successors and assigns
forever; and Grantor, its successors and assigns.	
persons whomsoever, and warrants that (i) the c	ssors and assigns, against all and every person or
its successors and assigns, is made free from an	*
Improvements were constructed and installed in	
reviewed and approved by the District and all a	
To the time approved by the Bibliot and an a	pprioudle reason and regulations of the Bistree.
IN WITNESS WHEREOF, Grantor exec	cutes this Bill of Sale this day of
, 20	
	CD 137000
	GRANTOR:
	, a
	By:
	Its:
STATE OF COLORADO)	
) ss.	
COUNTY OF)	
	1 13 6 4 1 6
The foregoing instrument was acknowle 20, by, as of	dged before me this day of,
20, by, as or _	and by as
or	
Witness my hand and official seal.	
•	
My commission expires:	<u>-</u>
	Notone Dublic
	Notary Public

EXHIBIT I

Improvements

Project Description

Estimated Cost

EXHIBIT K-2 OPERATION FUNDING AND REIMBURSEMENT AGREEMENT

Exhibit K-2

OPERATION FUNDING AND REIMBURSEMENT AGREEMENT

This OPERATION FUNDING AND REIMBURSEMENT AGREEMENT	
("Agreement") is made and entered into this day of, 20, with an	
effective date of the day of, 20, by and between ARROWHEAD	
COLORADO METROPOLITAN DISTRICT, a quasi-municipal corporation and political	
subdivision of the State of Colorado (the "District"), and DEVELOPER NAME, a corporate	
designation (the "Developer") (individually, each a "Party" and collectively, the "Parties").	
RECITALS	
A. The Developer is developing property within a project located in Doulgas Count Colorado, commonly known as the Homestead project (the " Property ").	
B. The Property is within the boundaries and/or service area of the District.	
C. The District was organized on, 20 ("Organization Date").	
D. Pursuant to the authority granted to the District by its Service Plan, as approved by Douglas County on DATE, as it may be amended from time to time (the "Service Plan"), the District intends to construct and/or acquire certain public improvements and provide certain services to benefit properties within its boundaries and/or service area (the "District Services")	
E. The District Services will benefit the Property.	
F. In order for the public improvements to be constructed and/or acquired it is necessary for the District to be able to pay its ongoing operations, maintenance and administrative expenses which enable it to provide the District Services.	
G. The District anticipates that it will not have sufficient revenues to make payment of its operations, maintenance and administrative expenses for fiscal years YEARS.	
H. In order to enable the District to provide District Services, the Developer is willing to advance funds to the District or to pay consultants directly for operations, maintenance and administrative expenses pursuant to the terms of this Agreement.	
I. The District's Service Plan authorizes the repayment of amounts advanced for	

District.

J. The District and the Developer desire to set forth the rights, obligations and

operations, maintenance and administrative expenses, together with interest thereon, by the

procedures for the Developer to advance funds and for the District to reimburse the Developer for the advances made hereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

Plan.

1. Acknowledgement of Anticipated Shortfall. The District anticipates a shortfall in revenues available for operations, maintenance and administrative expenses to be incurred for fiscal years YEAR through YEAR in an aggregate amount of Dollars (\$) (the "Shortfall Amount").
2. Payment of Shortfall. The Developer shall advance funds necessary to fund, or shall directly pay, the District's operations, maintenance and administrative expenses on a periodic basis as needed for the fiscal years through up to the Shortfall Amount. The District shall, from time to time, provide written notice to the Developer that an advance of all or part of the Shortfall Amount is required. The Developer shall make an advance of funds to the District within fifteen (15) days of receipt from the District of any such written notice that an advance of funds is required ("Developer Advance").
3. Request for Additional Developer Advance. If the District requires additional advances above the Shortfall Amount from the Developer in order to meet its operation and maintenance expenses, the District shall request such additional funds in writing. Such request shall be accompanied by written explanation regarding the reasons additional funds are required. The Developer shall provide such additional funds within fifteen (15) days of receipt of notice requesting such funds. The amount of the additional funds shall be added to and included in the Shortfall Amount.
4. <u>Accounting</u> . The Developer shall provide the District with written documentation relative to any expenses paid directly to consultants. The District shall keep an accounting of each advance made by the Developer, including the accrued and unpaid interest on such advances, and shall provide unaudited financial statements reflecting this accounting to the Developer on a monthly/quarterly/annual basis.
5. Repayment. The District hereby agrees that it is its intention to repay the amounts the Developer has advanced or directly paid pursuant to this Agreement, including any amounts paid directly by the Developer during any period of inactive status pursuant to Section 7 below, to the extent it has funds available from the imposition of its taxes, fees, rates, tolls, penalties and charges, and from any other revenue legally available, after the payment of its annual debt service obligations and annual operations, maintenance and administrative expenses, which repayment is subject to annual budget and appropriation. Simple interest shall accrue on each Developer Advance from the date of deposit into the District's account or from the date of direct payment by the Developer, until paid, at the rate of percent (%) per annum. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a

2 {01180265.DOCX v:1}

multiple fiscal year financial obligation, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District in its absolute discretion. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District's Service

- 6. <u>Priority of Payments</u>. Subject to the provisions of Section 5 above, payments to reimburse the Developer shall be made on December 2 of each year and shall be applied as follows: (a) first to the YEAR OFA accrued and unpaid interest and then to the YEAR OFA principal amount due; and then (b) first to the accrued and unpaid interest and then to the principal amount due pursuant to this Agreement.
- 7. <u>Inactive Status</u>. The Developer acknowledges the District may elect to be inactive in any one or more of the years this Agreement is in effect, and the Developer and the District agree that, during the period of inactivity the District shall:
- (a) have no financial obligations outstanding or contracts in effect that require performance by the District;
 - (b) not impose a mill levy for tax collection;
- (c) not anticipate any receipt of revenue and shall have no planned expenditures, except for statutory compliance, in said fiscal year(s);
 - (d) have no operation or maintenance responsibility for any facilities; and
- (e) file an initial notice of inactive status pursuant to Section 32-1-104, C.R.S., and each year thereafter that the District continues to be inactive, the District shall file a notice of inactive status pursuant to Section 32-1-104(4), C.R.S.

By acceptance of this Agreement, the Developer agrees, throughout any period of inactivity, to directly pay for any operation and maintenance expenses of the District which may be required to maintain the District's corporate existence and compliance with applicable laws, rules and regulations of the State of Colorado and the City/County. The Developer further acknowledges and agrees that during any period of District inactivity, the District shall have no obligations, including no obligations to make reimbursements, under this Agreement and shall not be required to take any other actions hereunder. Further, by acceptance of this Agreement, the Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District's Service Plan.

- 8. <u>Representations</u>. The Developer hereby represents and warrants to and for the benefit of the District as follows:
- (a) The Developer is a CORPORATE DESIGNATION in good standing and qualified to conduct business under the laws of the State of Colorado.
- (b) The Developer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Developer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which Developer is a party or by which the Developer is or may be bound. Developer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) The Developer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by the Developer to the District for the entire term of this Agreement.

- 9. Term/Repose. [CONSULT WITH SHAREHOLDER] Any obligation of the Developer to advance funds will expire upon advance to the District of amounts sufficient to pay expenses incurred in 20 ____ through 20 ____, not to exceed the Shortfall Amount unless agreed to in writing by the Parties. Any obligation of the District to reimburse the Developer shall expire on December 31, 20 ____ 40 YEARS. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 20 ____, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.
- Termination of Reimbursement Obligations. Notwithstanding any provision 10. herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of: (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.
- 11. <u>Notices</u>. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Arrowhead Colorado Metropolitan District c/o McGeady Becher 450 E. 17th Ave, Suite 400 Denver, CO 80202 Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com McGeady Becher P.C. With a copy to: 450 East 17th Avenue, Suite 400 **DELETE IF NOT** Denver, CO 80203-1254 **NEEDED** Phone: 303-592-4380 Email: legalnotices@specialdistrictlaw.com To Developer: Attention: Phone: Email: ______ With a copy to:

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

Attention:

Phone: _____ Email: _____

- 12. <u>Assignment</u>. The Developer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.
- 13. <u>Parties Interested Herein</u>. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Developer shall be for the sole and exclusive benefit of the District and the Developer.

- 14. <u>Default/Remedies</u>. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.
- 15. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of ______, Colorado.
- 16. <u>Inurement</u>. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 17. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 18. <u>Severability</u>. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 20. <u>Paragraph Headings</u>. Paragraph headings are inserted for convenience of reference only.
- 21. <u>Amendment</u>. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Developer unless the same is in writing and duly executed by the Parties hereto.

SIGNATURE PAGE FOLLOWS

[SIGNATURE PAGE TO OPERATION FUNDING AND REIMBURSEMENT AGREEMENT]

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

ARROWHEAD COLORADO
METROPOLITAN DISTRICT, a quasimunicipal corporation and political subdivision
of the State of Colorado

	of the State of Colorado
	By: President
Attest:	
Secretary	
	DEVELOPER NAME, a corporate designation
	Ву:
	Name:
	Title:

Exhibit L Annual Report Requirements

The District shall be responsible for submitting an annual report to the County no later than October 1 of each year. The annual report shall conform to the following format:

Name of District

Year ANNUAL REPORT

(For Activities Completed in Year, and With Information About Prospective Years)

- I. District Description General Information
 - a. Board members, officers' titles, and terms
 - b. Changes in board membership in past year
 - c. Name and address for official District contact
 - d. Elections held in the past year and their purpose
- II. Boundary changes for the report year and proposed changes for the coming year
- III. List of intergovernmental agreements (existing or proposed) and a brief description of each detailing the financial and service arrangements
 - Contracts for operations, debt, and other contractual obligations with subdistricts or operating and taxing districts
 - Reimbursement agreements with developers and/or builders for advances to fund capital costs and administrative/operational and maintenance costs of the District
- IV. Service Plan
 - a. List and description of services authorized in Service Plan
 - b. List and description of facilities authorized in Service Plan
 - List and description of any extraterritorial services, facilities, and agreements
- V. Development Progress
 - a. Indicate the estimated year of build-out, as set forth in the Service Plan
 - b. List the services provided with the date service began compared to the date authorized by the Service Plan

- c. List changes made to the Service Plan, including when the change was authorized, when it was implemented or is expected to be implemented
- d. List facilities to be acquired or constructed or leased back as set forth in the Service Plan and compare the date of completion or operation with the date authorized by the Service Plan
- e. List facilities not completed. Indicate the reason for incompletion and provide a revised schedule, if any
- f. List facilities currently under construction with the percentage complete and an anticipated date of completion
- g. Indicate the population of the District for the previous five (5) years and provide population projections for the next five (5) years
- h. List the planned number of housing units by type and the number of commercial and industrial properties with respective square footage and anticipated dates of completion/operation. Compare the completed units and completed commercial and industrial properties to the amount planned in the Service Plan.
- List any enterprises created by and/or operated by or on behalf of the District, and summarize the purpose of each

VI. Financial Plan and Financial Activities

- a. Provide a copy of the audit or exemption from the audit for the reporting year.
- b. Provide a copy of the budget, showing the reporting and previous years.
- c. Show revenues and expenditures of the District for the previous five (5) years and provide projections for the next five (5) years. Include any non-District or non-governmental financial support. Include and list individually all fees, rates, tolls, etc., with a summary of the purpose of each. Show other miscellaneous tax revenue, such as specific ownership taxes. For the same period, show actual and projected mill levies by purpose (showing mill levies for each individual general obligation, revenue-based obligation, or contractual obligation).

- d. List all debt that has been issued, including all individual issuances with a schedule of service until the debt is retired
- e. List individually all authorized but unissued debt, including the purpose, ballot issue letter designation and election date, and amounts authorized and unissued
- f. List the total amount of debt issued and outstanding as of the date of the annual report and compare to the maximum authorized debt level as set forth in the Service Plan
- g. Enterprises of the District
 - i. Include revenues of the enterprise, showing both direct support from the District and all other sources
 - ii. Include expenses of the enterprise, showing both direct payments to the District and all other obligations
- h. Detail contractual obligations
 - i. Describe the type of obligation, current year dollar amount, and any changes in the payment schedule, e.g. balloon payments.
 - ii. Report any inability of the District to pay current obligations that are due within the current budget year
 - iii. Describe any District financial obligations in default
- i. Actual and Assessed Valuation History
 - i. Report the annual actual and assessed valuation for the current year and for each of seven (7) years prior to current year
 - ii. For each year, compare the certified assessed value with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the certified value.

j. Mill Levy History

- i. Report the annual mill levy for the current year and for each of the seven (7) years prior to current year. Break the mill levies out by purpose (e.g., debt issuance and operations and maintenance)
- ii. For each year, compare the actual mill levy with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the actual mill levies.

k. Miscellaneous Taxes History

- i. Report the annual miscellaneous tax revenue for the current year and for each of the seven (7) years prior to the current year. Break the tax revenue out by purpose (e.g., general operations, revenue-based obligations, debt by issue, contractual obligations, other)
- ii. For each year, compare the actual miscellaneous tax revenue with the Service Plan estimate for that year (if provided in Plan). If the Service Plan estimates are not available, indicate the same and report the actual taxes.
- 1. Estimated Assessed Valuation of District at 100% Build-Out
 - Provide an updated estimate and compare this with the Service Plan estimate.
- m. Estimated Amount of Additional General Obligation Debt to be Issued by the District between the End of Current Year and 100% Build-Out.
 - Provide an updated estimate based on current events. Do not include refunding bonds.