

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.

WHITE • BEAR • ANKELE

PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

K. SEAN ALLEN
DANA K. NOTTINGHAM
JOSEPH J. LICO

REBECCA V. AMENT
CYNTHIA M. BEYER-ULRICH
MELISSA E. RYAN
HEIDI JUHL*
MARK J. BERUMEN
LEYLA N. ERAYBAR
CLINT C. WALDRON

July 14, 2006

Ms. Nancy Bailey
Office of Development Assistance, City of Aurora
15151 East Alameda Parkway, #5200
Aurora, CO 80012

**Re: Heather Ridge Metropolitan District Nos. 1 - 3
2005 Model Service Plan Submittal**

Dear Ms. Bailey:

Enclosed for review by the City of Aurora is the Amended and Restated Service Plan for the proposed Heather Ridge Metropolitan District Nos. 1 - 3 (the "Districts"). Contact information for the relevant parties is as follows:

Counsel for District

Joseph J. Lico, Esq.
WHITE, BEAR & ANKELE
Professional Corporation
1805 Shea Center Dr., Suite 100
Highlands Ranch, CO 80129
(303) 858-1800/ Fax: (303) 858-1801
jllico@wbapc.com

Petitioner

United Association of Heather Ridge
Attn: Errol Rowland
Heather Ridge Golf Course
13521 E. Illiff Avenue
Aurora, CO 80014
(303) 337-3458

This submittal includes three (3) copies of the final "Amended and Restated Service Plan for Heather Ridge Metropolitan District Nos. 1-3." This is the final version of the Amended and Restated Service Plan with the requested addition of the Inclusion Limitation.

It is the petitioner's understanding that Aurora does not consider it feasible or practicable for it to provide the necessary services and facilities for the project. Further, there are currently no other governmental entities located in the immediate vicinity of the District that has either the ability or desire to undertake the design, financing, and construction of the public improvements needed for this project. Formation of the District is necessary in order that the public improvements be provided in the most economical manner possible.

Per Aurora City Code Sec. 122-26 -122-36, the proposed Service Plan complies with the form and content of the City's current Model Service Plan and the proposed Service Plan is an

exact copy of the appropriate Aurora Model Service Plan and any and all changes requested by the City have been made.

The Debt limits reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of VI.C.


**HEATHER RIDGE METROPOLITAN DISTRICT NOS. 1 - 3
SUMMARY TABLE OF KEY DATA**

Name of Metro District	Public Improve-ments	Debt Limit	Debt Limit Includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing & Operating Reimburse-ment	1 st year Operating & Maintenance
<i>(Location in Service Plan)</i>	<i>V. B.</i>	<i>V.A.10</i>	<i>From transmittal letter</i>	<i>VI. C.</i>	<i>Calculate</i>	<i>VII.I</i>	<i>VII.I</i>
Heather Ridge No. 1	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	\$75,000	\$100,000
Heather Ridge No. 2	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	0	0
Heather Ridge No. 3	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	0	0
TOTALS	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	\$75,000	\$100,000

The District respectfully requests that the public hearing on the Service Plan be held at the July 24, 2006, City Council meeting.

Respectfully,

WHITE, BEAR & ANKELE
Professional Corporation


Joseph J. Lico

Enclosures

City of Aurora
November 2006 Cycle Title 32 Metropolitan District

Transmittal Cover Letter



7. Justification for petitioner's request to City Council to approve this district.

It is the petitioner's understanding that Aurora does not consider it feasible or practicable for it to provide the necessary services and facilities for the project. Further, there are currently no other governmental entities located in the immediate vicinity of the Districts that has either the ability or desire to undertake the design, financing, and construction of the public improvements needed for this project. Formation of the Districts is necessary in order that the public improvements be provided in the most economical manner possible.

8. Statement certifying compliance with the Aurora Model Service Plan:

The proposed service plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified. The Inclusion Limitation has been added to the Model Service Plan as requested. All land within both the initial Districts' boundaries and Future Inclusion Area boundaries is not owned by the Petitioners. It is the Petitioner's request that City Council allow Petitioners to hold an election to decide whether the Districts should be formed. No other comments or changes were required by the City.

9. Statement on the Debt Limit.

The debt limits reported in Sections V.A.10 (Total Debt Issuance Limitation) and VII. A. (Financial Plan – General) must be the same. This limit may treat the Debt for Regional Improvements (ARI) described in the last paragraph of VI.C. as either a separate (and therefore additive) limit or as included and not additive, at the discretion of the applicant. Whatever the applicant's decision, the transmittal letter for the service plan must state the intent, through the statement below, modified as appropriate:

The debt limits reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of VI.C.

10. Any special requests, e.g., request that the City Council resolution to have a condition regarding voter approval of a service plan amendment.

None

City of Aurora
November 2006 Cycle Title 32 Metropolitan District



Transmittal Cover Letter

11. Include a summary table identifying each district and key financial data for each district, substantially in the form of this example:

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing & Operating Reimbursement	1 st year Operating & Maintenance
(Location in Service Plan)	V. B.	V. A. 10	From transmittal letter	VI. C.	Calculate	VII. I.	VII. I.
Heather Ridge No. 1	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	\$75,000	\$100,000
Heather Ridge No. 2	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	0	0
Heather Ridge No. 3	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	0	0
Totals	\$40 Million	\$40 Million	Yes	N/A	\$40 Million	\$75,000	\$100,000

**AMENDED AND RESTATED SERVICE PLAN
FOR
HEATHER RIDGE METROPOLITAN DISTRICT NOS. 1-3
CITY OF AURORA, COLORADO**

Prepared

by

White Bear & Ankele
Professional Corporation
1805 Shea Center Drive Suite 100
Highlands Ranch, CO 80129

July 14, 2006

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| EXHIBIT D | Intergovernmental Agreement between the Districts and Aurora |

I. INTRODUCTION

A. Purpose and Intent.

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

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the Districts.

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

C. Objective of the City Regarding Districts Service Plans.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

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

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

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

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

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

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

District: means any one of the Heather Ridge Metropolitan District Nos. 1 through 3.

District No. 1: means the Heather Ridge Metropolitan District No. 1.

District No. 2: means the Heather Ridge Metropolitan District No. 2.

District No. 3: means the Heather Ridge Metropolitan District No. 3.

Districts: means District No. 1 and District Nos. 2 and 3 collectively.

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

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

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

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

Golf Course: means the Heather Ridge Golf Course.

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

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

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

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

Operating District: means District No. 1.

Project: means the development or property commonly referred to as Heather Ridge.

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

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

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

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

State: means the State of Colorado.

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

Taxing District: means District Nos. 2 and 3.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one hundred and twenty-one and five hundred and sixty-seven thousandths (121.567) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one hundred and sixty-one and nine hundred and seventy-two thousandths (161.972) acres. Heather Ridge Golf Course is not within the Initial District Boundaries. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately two hundred and eighty-three and five hundred and thirty-nine thousandths (283.539) acres of residential and commercial land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately five thousand one hundred forty five (5,145) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

2. **Fire Protection Limitation.** The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire

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

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

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City. It is the intent of the District and the City to enter into an intergovernmental agreement that will permit the District to acquire, finance, own, operate and maintain the Golf Course and all related facilities and appurtenances.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

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

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

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

7. Inclusion Limitation. THE DISTRICT SHALL NOT INCLUDE WITHIN ANY OF ITS BOUNDARIES ANY PROPERTY INSIDE THE INCLUSION AREA BOUNDARIES WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY COUNCIL

EXCEPT UPON PETITION OF THE FEE OWNER OR OWNERS OF ONE HUNDRED PERCENT OF SUCH PROPERTY AS PROVIDED IN SECTION 32-1-401(1)(A), C.R.S.

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

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

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Forty Million Dollars (\$40,000,000.00).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

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

13. Consolidation Limitation. District No. 1 shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2 or 3.

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

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-14 above or in Section VII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Forty Million Dollars (\$40,000,000.00).

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

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement

may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Forty Million Dollars (\$40,000,000.00) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy.

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

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2004, 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 may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in

the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

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

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term.

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. TABOR Compliance.

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

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be Seventy Five Thousand Dollars (\$75,000.00), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Thousand Dollars (\$100,000.00) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

VII. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The assessed valuation of the Districts for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of

their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

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

X. INTERGOVERNMENTAL AGREEMENT

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

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

Respectfully submitted this 14th day of July, 2006.

By: _____
Attorneys for the Proponents of the Districts

EXHIBIT A
Legal Descriptions

HEATHER RIDGE METROPOLITAN DISTRICT NO. 1

LEGAL DESCRIPTION:

THAT PORTION OF THE EAST ONE-HALF OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING WESTERLY OF INTERSTATE HIGHWAY NUMBER 225, AND THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING WESTERLY OF INTERSTATE HIGHWAY NUMBER 225, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HEATHER RIDGE RAQUET CLUB, RECORDED ON MAY 27, 1980 AT RECEPTION NO. 1968829, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 1, RECORDED ON JUNE 7, 1972 AT RECEPTION NO. 1293880, BOOK 22, PAGE 47, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 2, RECORDED ON SEPTEMBER 19, 1972 AT RECEPTION NO. 1314931, BOOK 22, PAGE 100, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 4, RECORDED ON MARCH 13, 1973 AT RECEPTION NO. 1345177, BOOK 24, PAGE 4, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 5, RECORDED ON SEPTEMBER 19, 1973 AT RECEPTION NO. 1381974, BOOK 25, PAGE 24, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 5 AMENDED, RECORDED ON JUNE 21, 1977 AT RECEPTION NO. 1642857, BOOK 31, PAGE 51, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 7 AMENDED, RECORDED ON JULY 13, 1976 AT RECEPTION NO. 1566226, BOOK 28, PAGE 84, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 8 AMENDED, RECORDED ON OCTOBER 27, 1976 AT RECEPTION NO. 1590018, BOOK 30, PAGE 29, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 9 AMENDED, RECORDED ON SEPTEMBER 29, 1977 AT RECEPTION NO. 1671601, BOOK 32, PAGE 32, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 10 AMENDED, RECORDED ON NOVEMBER 7, 1977 AT RECEPTION NO. 1682185, BOOK 32, PAGE 77, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 11, RECORDED ON OCTOBER 13, 1977 AT RECEPTION NO. 1675138, BOOK 32, PAGE 42, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 12, RECORDED ON OCTOBER 13, 1977 AT RECEPTION NO. 1675139, BOOK 32, PAGE 45, ARAPAHOE COUNTY CLERK AND RECORDER;

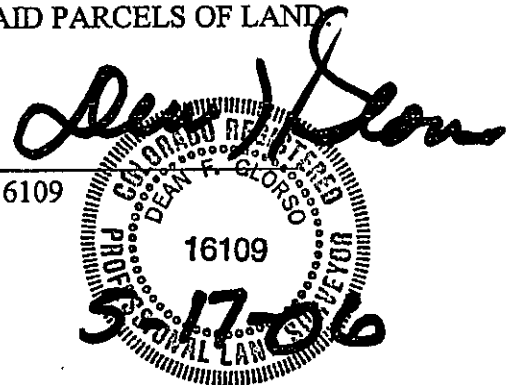
HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 13, RECORDED ON NOVEMBER 15, 1977 AT RECEPTION NO. 1684259, BOOK 32, PAGE 87, ARAPAHOE COUNTY CLERK AND RECORDER; AND

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 15, RECORDED ON NOVEMBER 15, 1979 AT RECEPTION NO. 1913705, BOOK 42, PAGE 51, ARAPAHOE COUNTY CLERK AND RECORDER.

SAID PARCELS CONTAINS 121.567 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY RIGHT-OF-WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID PARCELS OF LAND.

PREPARED BY:

DEAN F. GLORSO, COLORADO PLS #16109
FOR AND ON BEHALF OF
GLORSO MAPPING SERVICES, LLC
2620-D SOUTH VAUGHN WAY
AURORA, CO 80014
303-755-8300



FUTURE INCLUSION AREA

HEATHER RIDGE GOLF COURSE BOUNDARY LEGAL DESCRIPTION

HEATHER RIDGE GOLF COURSE BOUNDARY NE ¼ SECTION 25

A PARCEL OF LAND IN THE NE ¼ OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, HEATHER RIDGE FILING NO. 3, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 1, BLOCK 1, HEATHER RIDGE FILING NO. 1, WHENCE THE SOUTHWEST CORNER OF SAID NE ¼ OF SECTION 25 BEARS S52°26'13"W 794.37 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF HEATHER RIDGE FILING NO. 3, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES;

- 1) THENCE N50°56'53"W 100.80 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE N13°51'05"E 75.19 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE N20°59'55"W 106.04 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S69°00'05"W 48.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE N21°38'17"W 160.51 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N00°11'49"W 291.00 FEET TO AN EXISTING PIN WITH CAP
- 7) THENCE N24°35'37"W 176.11 FEET TO AN EXISTING PIN WITH CAP, BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH VAUGHN WAY;
- 8) THENCE N25°00'00"E 28.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING PIN WITH CAP, BEING THE WESTERNMOST CORNER OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 9 AMENDED;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 9 AMENDED, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES;

- 1) THENCE S64°30'40"E 105.75 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S32°00'19"E 18.87 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S14°02'10"E 65.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S30°20'39"E 221.77 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S16°53'42"E 93.59 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE S28°27'55"E 376.37 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE S25°32'31"W 8.72 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S64°27'29"E 121.22 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N81°26'40"E 114.27 FEET TO AN EXISTING PIN WITH CAP;

- 10) THENCE N08°33'20"W 252.73 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE N17°38'18"W 156.44 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE N22°02'35"W 202.50 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE N75°33'36"E 41.30 FEET TO AN EXISTING PIN WITH CAP;
- 14) THENCE N08°02'18"W 132.30 FEET TO AN EXISTING PIN WITH CAP;
- 15) THEN N44°16'29"W 111.73 FEET TO AN EXISTING PIN WITH CAP;
- 16) THENCE N78°32'40"W 115.81 FEET TO AN EXISTING PIN WITH CAP;
- 17) THENCE S81°58'04"W 90.46 FEET TO AN EXISTING PIN WITH CAP;
- 18) THENCE S76°16'14"W 90.00 FEET TO AN EXISTING PIN WITH CAP,
- 19) THENCE N69°26'38"W 25.63 FEET TO AN EXISTING PIN WITH CAP;
BEING THE SOUTHERNMOST CORNER OF HEATHR RIDGE FILLING
NO. 7;

THENCE ALONG THE EASTERLY BOUNDARY OF HEATHRE RIDGE FILING
NO. 7 THE FOLLOWING NINE (9) COURSES AND DISTANCES

- 1) THENCE N06°54'40"W 332.42 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE N78°41'24"W 107.08 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S84°50'40"W 133.54 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE N16°17'20"E 160.44 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S38°22'55"E 128.84 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N74°25'09"E 161.95 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N22°37'53"E 192.31 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE N05°38'41"E 86.42 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N16°49'12"W 172.52 FEET TO AN EXISTING PIN WITH CAP,
BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH
VAUGHN WAY AND THE SOUTHEASTERLY BOUNDARY OF HEATHER
RIDGE FILING NO. 6;

THENCE N62°12'00"E 16.42 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-
WAY LINE OF SOUTH VAUGHN WAY, HEATHER RIDGE FILING NO. 6 TO AN
EXISTING PIN WITH CAP, BEING THE WESTERNMOST CORNER OF HEATHER
RIDGE SOUTH SUBDIVISION FILING NO. 12;

THENCE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY BOUNDARY
OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 12, THE FOLLOWING
SEVEN (7) COURSES AND DISTANCES;

- 1) THENCE S27°48'00"E 158.31 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S60°25'00" E 135.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S39°18'00"E 176.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S23°20'00"E 223.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S52°33'00"E 116.00 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N37°27'00"E 138 FEET TO AN EXISTING PIN WITH CAP;

- 7) THENCE N43°02'00"E 118.00 FEET TO AN EXISTING PIN WITH CAP BEING THE SOUTHWEST CORNER OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 13;

THENCE ALONG THE SOUTHERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 13, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES;

- 1) THENCE N43°02'00"E 27.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE N68°33'00"E 295.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE N49°09'00"E 210.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE N63°58'00"E 148.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE N78°28'00"E 124.00 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N64°39'00"E 166.00 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N55°31'00"E 92.00 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S85°42'00"E 63.00 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE S67°50'00"E 56.00 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S30°42'00"E 113.00 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE S88°52'15"E 54.00 FEET TO AN EXISTING PIN WITH CAP, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH XANADU WAY;
- 12) THENCE S01°07'45"W 132.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING PIN WITH CAP, BEING THE NORTHEAST CORNER OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 11;

THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 11, THE FOLLOWING TWENTY-EIGHT (28) COURSES AND DISTANCES;

- 1) THENCE N88°52'15"W 157.31 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S43°26'00"W 80.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S37°45'59"W 86.01 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S26°11'00"W 117.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S45°57'00"W 92.00 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE S73°41'00"W 58.00 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N89°54'00"W 66.09 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S00°06'00"W 25.94 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE S45°06'21"W 55.78 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S68°02'00"W 109.00 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE S60°49'06"W 149.02 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE S41°41'00"W 169.00 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE S01°15'00"W 100.00 FEET TO AN EXISTING PIN WITH CAP;
- 14) THENCE S45°24'00"E 80.00 FEET TO AN EXISTING PIN WITH CAP;
- 15) THENCE S89°32'00"E 228.00 FEET TO AN EXISTING PIN WITH CAP;
- 16) THENCE N60°55'00"E 120.00 FEET TO AN EXISTING PIN WITH CAP;

- 17) THENCE S89°35'00"E 223.00 FEET TO AN EXISTING PIN WITH CAP;
- 18) THENCE S45°48'00"E 45.00 FEET TO AN EXISTING PIN WITH CAP;
- 19) THENCE S89°54'00"E 230.00 FEET TO AN EXISTING PIN WITH CAP,
BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH XANADU
WAY;
- 20) THENCE S01°07'45"W 171.64 FEET ALONG SAID RIGHT-OF-WAY LINE
TO AN EXISTING PIN WITH CAP, BEING A POINT OF CURVATURE;
- 21) THENCE 85.36 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG
THE ARC OF A CURVE TO THE RIGHT, WHOSE DELTA IS 13°24'00",
WHOSE RADIUS IS 365.00 FEET TO A POINT OF TANGENCY, AN
EXISTING PIN WITH CAP;
- 22) THENCE S14°31'45"W 107.44 FEET ALONG SAID RIGHT-OF-WAY LINE
TO AN EXISTING PIN WITH CAP, BEING A POINT OF CURVATURE;
- 23) THENCE 111.34 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG
THE ARC OF A CURVE TO THE RIGHT, WHOSE DELTA IS 55°28'15",
WHOSE RADIUS IS 115.00 FEET TO A POINT OF TANGENCY, AN
EXISTING PIN WITH CAP;
- 24) THENCE S70°00'00"W 150.64 FEET ALONG SAID RIGHT-OF-WAY LINE
TO AN EXISTING PIN WITH CAP, BEING A POINT OF CURVATURE;
- 25) THENCE 66.29 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG
THE ARC OF A CURVE TO THE RIGHT, WHOSE DELTA IS 34°31'45",
WHOSE RADIUS IS 110.00 FEET TO A POINT OF TANGENCY, AN
EXISTING PIN WITH CAP;
- 26) THENCE N75°28'15"W 108.33 FEET ALONG SAID RIGHT-OF-WAY LINE
TO AN EXISTING PIN WITH CAP, BEING A POINT OF CURVATURE;
- 27) THENCE 311.84 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG
THE ARC OF A CURVE TO THE LEFT, WHOSE DELTA IS 76°01'45",
WHOSE RADIUS IS 235.00 FEET TO A POINT OF TANGENCY, AN
EXISTING PIN WITH CAP;
- 28) THENCE S28°30'00"W 262.88 FEET ALONG SAID RIGHT-OF-WAY LINE
TO AN EXISTING PIN WITH CAP, BEING THE NORTHEAST CORNER OF
LOT 1, BLOCK 1, HEATHER RIDGE FILING NO. 1;

THENCE N88°52'15"W 884.31 FEET ALONG THE NORTHERLY LINE OF LOT 1,
BLOCK 1, HEATHER RIDGE FILING NO. 1, TO THE POINT OF BEGINNING,
CONTAINING 44.47 ACRES, MORE OR LESS.

HEATHER RIDGE GOLF COURSE BOUNDARY SE ¼ SECTION 25

A PARCEL OF LAND IN THE SE ¼ OF SECTION 25, TOWNSHIP 4 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ARAPAHOE, STATE OF COLORADO, AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE ¼ SECTION 25;

THENCE N89°50'15"E 705.37 FEET ALONG THE SOUTH LINE OF SAID SE ¼ SECTION 25, TO A POINT;

THENCE N00°09'45"W 45.00 FEET TO AN EXISTING PIN WITH CAP, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST YALE AVENUE AND THE SOUTHEAST CORNER OF LOT 2, BLOCK 1, HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 5 AMENDED, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 5 AMENDED, THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES;

- 1) THENCE N00°09'45"W 40.91 FEET TO AN EXISTING PIN WITH CAP
- 2) THENCE N18°13'00"W 222.30 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S71°47'00"W 100.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE N18°13'00"W 79.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE N00°00'00"E 48.00 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N79°43'00"E 71.00 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N10°17'00"W 154.00 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S79°43'00"W 26.00 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N10°17'00"W 138.09 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S79°43'00"W 37.05 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE N10°17'00"W 142.00 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE S79°43'00"W 49.00 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE N10°17'00"W 47.00 FEET TO AN EXISTING PIN WITH CAP;
- 14) THENCE N00°00'00"E 54.00 FEET TO AN EXISTING PIN WITH CAP;
- 15) THENCE N79°43'00"E 54.00 FEET TO AN EXISTING PIN WITH CAP;
- 16) THENCE N10°17'00"W 208.00 FEET TO AN EXISTING PIN WITH CAP;
- 17) THENCE N00°03'22"W 16.96 FEET TO AN EXISTING PIN WITH CAP;
- 18) THENCE N10°17'00"W 208.00 FEET TO AN EXISTING PIN WITH CAP;
- 19) THENCE N45°07'00"W 66.00 FEET TO AN EXISTING PIN WITH CPA;
- 20) THENCE N14°00'00"E 66.00 FEET TO AN EXISTING PIN WITH CAP;
- 21) THENCE N38°01'00"E 78.00 FEET TO AN EXISTING PIN WITH CAP;
- 22) THENCE N10°17'00"W 203.00 FEET TO AN EXISTING PIN WITH CAP;
- 23) THENCE N00°13'32"E 179.00 FEET TO AN EXISTING PIN WITH CAP;
- 24) THENCE N76°53'00"E 173.00 FEET TO AN EXISTING PIN WITH CAP;
- 25) THENCE N10°30'00"W 100.00 FEET TO AN EXISTING PIN WITH CAP ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH VAUGHN WAY, SAID POINT BEING ALSO THE POINT OF CURVATURE;

THENCE 65.18 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING OF N79°30'00"E, WHOSE DELTA IS 20°11'15", WHOSE RADIUS IS 185.00 FEET TO A POINT ON A CURVE, AN EXISTING PIN WITH CAP BEING THE WESTERNMOST CORNER OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 8 AMENDED;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 8 AMENDED, THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES;

- 1) THENCE S30°41'15"E 25.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S21°53'00"E 214.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S68°07'00"W 23.15 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S15°55'00"E 113.98 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S74°05'00"W 10.00 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE S15°55'00"E 430.00 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N74°05'00"E 15.43 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S30°05'00"E 172.69 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N59°55'00"E 29.78 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S16°47'00"E 105.20 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE N73°13'00"E 152.00 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE N16°47'00"W 36.00 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE N73°13'00"E 61.00 FEET TO AN EXISTING PIN WITH CAP;
- 14) THENCE N16°47'00"W 402.00 FEET TO AN EXISTING PIN WITH CAP;
- 15) THENCE N01°41'00"W 437.00 FEET TO AN EXISTING PIN WITH CAP;
- 16) THENCE N22°04'00"W 283.00 FEET TO AN EXISTING PIN WITH CAP;
- 17) THENCE N82°43'00"W 48.00 FEET TO AN EXISTING PIN WITH CAP;
- 18) THENCE N61°27'21"W 25.89 FEET TO AN EXISTING PIN WITH CAP,
BEING A POINT ON A CURVE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH VAUGHN WAY, HEATHER RIDGE FILING NO. 2;

THENCE 90.48 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING OF N28°32'39"E, WHOSE DELTA IS 27°24'54", WHOSE RADIUS IS 189.11 FEET TO A POINT OF TANGENCY, AN EXISTING PIN WITH CAP;

THENCE N01°07'45"E 226.46 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, AN EXISTING PIN WITH CAP;

THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE DELTA IS 90°00'00", WHOSE RADIUS IS 50.00 FEET TO A POINT OF TANGENCY, AN EXISTING PIN WITH CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST ILIFF AVENUE, HEATHER RIDGE FILING NO. 1;

THENCE S88°52'15"E 327.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING PIN WITH CAP, BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1, HEATHER RIDGE FILING NO. 5;

THENCE ALONG THE WESTERLY BOUNDARY OF HEATHER RIDGE FILING NO. 5, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

- 1) THENCE S01°07'45"W 98.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S52°29'43"W 37.67 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S01°07'45"W 178.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S19°59'54"E 144.76 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S38°19'32"E 133.84 FEET TO AN EXISTING PIN WITH CAP, BEING THE NORTHWESTERLY CORNER OF TRACT A, BLOCK 2, HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 10 AMENDED;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 10 AMENDED, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES;

- 1) THENCE S11°22'06"W 111.30 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S39°02'37"E 106.84 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S49°04'36"E 29.59 FEET TO AN EXISTING PIN WITH CAP, BEING THE RIGHT-OF-WAY LINE OF WORCHESTER COURT,
- 4) THENCE 15.61 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING OF S34°32'03"W, WHOSE DELTA IS 04°58'03", WHOSE RADIUS IS 130.00 FEET TO A POINT OF BEGINNING OF A CUL-DE-SAC, AN EXISTING PIN WITH CAP;
- 5) THENCE 103.64 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING OF S75°43'33"W, WHOSE DELTA IS 107°57'58", WHOSE RADIUS IS 55.00 FEET TO A POINT ON A CURVE, AN EXISTING PIN WITH CAP;
- 6) THENCE N90°00'00"W 135.51 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE S00°00'00"E 344.00 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S72°55'00"W 74.00 FEET TO AN EXISTING PIN WITH CAP
- 9) THENCE S11°26'00"E 272.00 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE N80°45'00"E 338.00 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE S56°38'00"E 88.00 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE N82°29'26"E 59.25 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE S52°56'00"E 110.00 FEET TO AN EXISTING PIN WITH CAP;
- 14) THENCE N37°04'00"E 142.00 FEET TO AN EXISTING PIN WITH CAP;
- 15) THENCE N34°52'00"W 165.00 FEET TO AN EXISTING PIN WITH CAP;
- 16) THENCE N57°36'00"W 107.00 FEET TO AN EXISTING PIN WITH CAP
- 17) THENCE N34°19'00 "W 171.00 FEET TO AN EXISTING PIN WITH CAP;
- 18) THENCE N16°24'00"W 140.00 FEET TO AN EXISTING PIN WITH CAP;
- 19) THENCE S73°36'00"W 100.85 FEET TO AN EXISTING PIN WITH CAP;

- 20) THENCE N00°00'00"E 111.26 FEET TO AN EXISTING PIN WITH CAP, BEING A POINT ON A CURVE OF THE CUL-DE-SAC RIGHT-OF-WAY OF WORCHESTER COURT;
- 21) THENCE 97.64 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT BEARING OF N65°16'48"E, WHOSE DELTA IS 101°42'48", WHOSE RADIUS IS 55.00 FEET TO A POINT TERMINATING SAID CUL-DE-SAC, AN EXISTING PIN WITH CAP;
- 22) THENCE 13.36 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WORCHESTER COURT AND ALONG THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT BEARING N34°37'20"E, WHOSE DELTA IS 06°22'40", WHOSE RADIUS IS 120.00 FEET TO A POINT OF TANGENCY, AN EXISTING PIN WITH CAP
- 23) THENCE N41°00'00"E 8.06 FEET TO AN EXISTING PIN WITH CAP, BEING THE WESTERNMOST CORNER OF LOT 1, BLOCK 1, AMENDED PLAT OF HEATHER RIDGE SOUTH FILING NO. 4;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF AMENDED PLAT OF HEATHER RIDGE SOUTH FILING NO. 4, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

- 1) THENCE S49°00'00"E 13.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S21°13'10"E 43.99 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S49°00'00"E 103.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S78°36'21"E 138.72 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S33°11'39"E 177.95 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE S60°26'47"E 131.51 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE S25°46'10"E 96.61 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S05°14'50"W 98.41 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE S42°55'48"E 58.73 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S63°52'08"E 59.03 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE S16°33'25"E 38.60 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE S44°03'39"E 197.37 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE S79°46'43"E 54.00 FEET TO AN EXISTING PIN WITH CAP, BEING THE NORTHERNMOST CORNER OF LOT 1, BLOCK 1, HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 6;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 6, THE FOLLOWING TWO (2) COURSES AND DISTANCES;

- 1) THENCE 158.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT FROM A TANGENT BEARING OF S10°13'17"W, WHOSE DELTA IS 02°05'21", WHOSE RADIUS IS 4349.00 FEET TO AN EXISTING PIN WITH CAP;

- 2) THENCE S84°27'38"W 205.14 FEET TO AN EXISTING PIN WITH CAP, BEING A POINT ON THE EASTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 7 AMENDED;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO 7 AMENDED, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

- 1) THENCE N00°09'40"E 48.50 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE N89°50'20"W 290.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE N00°09'40"E 31.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE N89°50'20"W 290.40 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S71°07'00"W 305.00 FEET TO AN EXISTING PIN WITH CAP
- 6) THENCE S25°43'00"W 69.60 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N89°50'20"W 123.00 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE S00°09'40"W 15.89 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N89°50'20"W 129.34 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE S08°32'40"E 290.00 FEET TO AN EXISTING PIN WITH CAP;
- 11) THENCE S42°43'00"E 138.60 FEET TO AN EXISTING PIN WITH CAP;
- 12) THENCE S15°41'20"E 204.80 FEET TO AN EXISTING PIN WITH CAP;
- 13) THENCE S00°09'45"E 152.61 FEET TO AN EXISTING PIN WITH CAP ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST YALE AVENUE;

THENCE S89°50'15"W 330.39 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST YALE AVENUE TO THE TRUE POINT OF BEGINNING, CONTAINING 36.58 ACRES, MORE OR LESS.

HEATHER RIDGE GOLF COURSE BOUNDARY NE ¼ SECTION 36

A PARCEL OF LAND IN THE NE ¼ OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID NE ¼ OF SECTION 36;

THENCE N89°50'15"E 971.05 FEET ALONG THE NORTH LINE OF SAID NE ¼ OF SECTION 36 TO A POINT;

THENCE S00°09'45"E 45.00 FEET TO AN EXISTING PIN WITH CAP, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST YALE AVENUE AND THE NORTHWEST CORNER OF LOT 1, BLOCK 1, HEATHER RIDGE SOUTH FILING NO. 1, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF HEATHER RIDGE SOUTH FILING NO. 1, THE FOLLOWING SIX (6) COURSES AND DISTANCES;

- 1) THENCE S05°39'45"E 197.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S44°54'45"E 207.50 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE S64°24'45"E 101.00 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE S42°44'45"E 105.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE S49°29'45"E 204.30 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE S35°45'15"W 175.00 FEET TO AN EXISTING PIN WITH CAP,
BEING ON THE NORTHEASTERLY BOUNDARY OF HEATHER RIDGE
SOUTH FILING NO. 2;

THENCE ALONG THE NORTHEASTERLY BOUNDARY FO HEATHER RIDGE
SOUTH FILING NO. 2., THE FOLLOWING THIRTEEN (13) COURSES AND
DISTANCES;

- 1) THENCE N54°14'45"W 20.00 FEET TO AN EXISTING PIN WITH CAP;
- 2) THENCE S35°45'15"W 16.00 FEET TO AN EXISTING PIN WITH CAP;
- 3) THENCE N58°12'22"W 82.56 FEET TO AN EXISTING PIN WITH CAP;
- 4) THENCE N90°00'00"W 64.00 FEET TO AN EXISTING PIN WITH CAP;
- 5) THENCE N57°07'13"W 333.41 FEET TO AN EXISTING PIN WITH CAP;
- 6) THENCE N90°00'00"W 185.00 FEET TO AN EXISTING PIN WITH CAP;
- 7) THENCE N00°01'03"E 54.00 FEET TO AN EXISTING PIN WITH CAP;
- 8) THENCE N63°35'18"E 80.00 FEET TO AN EXISTING PIN WITH CAP;
- 9) THENCE N26°24'42"W 177.45 FEET TO AN EXISTING PIN WITH CAP;
- 10) THENCE N89°58'57"W 66.00 FEET TO AN EXISTING PIN WITH CAP,
BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH
WHEELING WAY;
- 11) THENCE N00°01'03"E 215.96 FEET ALONG SAID RIGHT-OF-WAY LINE
TO A POINT OF CURVATURE, AN EXISTING PIN WITH CAP;
- 12) THENCE 78.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT,
WHOSE DELTA IS 89°49'12", WHOSE RADIUS IS 50.00 FEET TO A POINT
OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST
YALE AVENUE, AN EXISTING PIN WITH CAP;
- 13) THENCE N89°50'15"E 266.71 FEET ALONG SAID SOUTHERLY RIGHT-
OF-WAY LINE TO THE TRUE POINT OF BEGINNING, CONTAINING 6.25
ACRES, MORE OR LESS.

EXCEPTION - NE ¼ SECTION 25

EXCEPTING A PARCEL OF LAND FROM THE PREVIOUSLY DESCRIBED
PORTION OF THE HEATHER RIDGE GOLF COURSE WITHIN THE NE ¼ OF
SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL
MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF
COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, HEATHER
RIDGE FILING NO. 3, SAID POINT BEING ON THE NORTHERLY LINE OF LOT

1, BLOCK 1, HEATHER RIDGE FILING NO. 1, FROM WHICH THE SOUTHWEST CORNER OF SAID NE ¼ OF SECTION 25 BEARS S 52° 26' 13" W, 794.37 FEET;

THENCE ALONG THE EASTERLY BOUNDARY OF HEATHER RIDGE FILING NO. 3, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

- 1) THENCE N 50° 56' 53" W, 100.80 FEET
- 2) THENCE N 13° 51' 05"E, 75.19 FEET;
- 3) THENCE N 20° 59' 55" W, 106.04 FEET
- 4) THENCE S 69° 00' 05"W, 48.00 FEET
- 5) THENCE N 21° 38' 17" W, 160.51 FEET;

THENCE ALONG A LINE DEFINING THE CURRENT WESTERLY LINE OF THE NINTH FAIRWAY OF HEATHER RIDGE GOLF COURSE FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) THENCE S 44° 39' 55" E, 136.40 FEET
- 2) THENCE S 28° 34' 10"E, 306.69 FEET
- 3) THENCE S 52° 52' 15"E, 3.31 FEET;

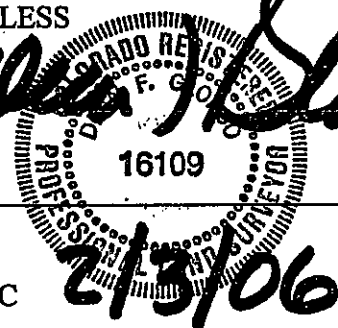
THENCE ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 1, HEATHER RIDGE FILING NO. 1, N 88° 52' 15" W, 42.92 FEET TO THE POINT OF BEGINNING, CONTAINING 0.35 ACRES, MORE OR LESS.

THIS PARCEL, ALONG WITH PART OF THE AFORESAID HEATHER RIDGE FILING NO.3 AND PART OF THE AFORESAID HEATHER RIDGE FILING NO. 1 HAVE BEEN REPLATTED AS LOT 1, BLOCK 1, HEATHER RIDGE RACQUET CLUB FILING NO. 1, AS RECORDED IN BOOK 45, AT PAGE 58, ARAPAHOE COUNTY RECORDS.

NET GOLF COURSE AREA = 86.95 ACRES MORE OR LESS

PREPARED BY: _____

DEAN F. GLORSO, PLS 16109
FOR AND ON BEHALF OF
GLORSO MAPPING SERVICES, LLC



NOTE: THIS LEGAL DESCRIPTION IS BASED ON A BOUNDARY SURVEY BY YALE PROPERTIES, INC. DATED 16 SEPTEMBER 1983.

**HEATHER RIDGE
METROPOLITAN DISTRICT NO. 3**

LEGAL DESCRIPTION:

THAT PORTION OF THE EAST ONE-HALF OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING WESTERLY OF INTERSTATE HIGHWAY NUMBER 225, AND THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING WESTERLY OF INTERSTATE HIGHWAY NUMBER 225, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HEATHER RIDGE SUBDIVISION FILING NO. 2, RECORDED ON JUNE 8, 1971 AT RECEPTION NO. 1232365, BOOK 21, PAGE 13, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 3, RECORDED ON SEPTEMBER 7, 1971 AT RECEPTION NO. 1247883, BOOK 21, PAGE 42, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 5, RECORDED ON SEPTEMBER 7, 1971 AT RECEPTION NO. 1247885, BOOK 21, PAGE 44, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 6, RECORDED ON APRIL 21, 1972 AT RECEPTION NO. 1285542, BOOK 22, PAGE 19, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 7, RECORDED ON APRIL 21, 1972 AT RECEPTION NO. 1288543, BOOK 22, PAGE 21, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 8, RECORDED ON OCTOBER 13, 1977 AT RECEPTION NO. 1675137, BOOK 32, PAGE 41, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SUBDIVISION FILING NO. 9, RECORDED ON DECEMBER 5, 1978 AT RECEPTION NO. 1798060, BOOK 36, PAGE 67, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE MOBIL, RECORDED ON APRIL 8, 1974 AT RECEPTION NO. 1416154, BOOK 26, PAGE 34, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE PLAZA SUBDIVISION FILING NO. 1, RECORDED ON APRIL 20, 1977 AT RECEPTION NO. 1627473, BOOK 31, PAGE 9, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 3, RECORDED ON FEBRUARY 15, 1973 AT RECEPTION NO. 1340853, BOOK 23, PAGE 87, ARAPAHOE COUNTY CLERK AND RECORDER;

LOT 2, BLOCK 1, OF HEATHER RIDGE SOUTH SUBDIVISION FILING NO. 16, RECORDED ON SEPTEMBER 28, 1981 AT RECEPTION NO. 2109478, BOOK 53, PAGE 11, ARAPAHOE COUNTY CLERK AND RECORDER;

HEATHER RIDGE SQUARE SUBDIVISION FILING NO. 1, RECORDED ON JANURARY 23, 1978 AT RECEPTION NO. 1702782, BOOK 33, PAGE 51, ARAPAHOE COUNTY CLERK AND RECORDER;

LIFF PLACE TOWNHOMES SUBDIVISION FILING NO. 1, RECORDED ON APRIL 5, 2004 AT RECEPTION NO. 035805, BOOK 261, PAGE 49, ARAPAHOE COUNTY CLERK AND RECORDER;

PESTER SUBDIVISION FILING NO. 1, RECORDED ON MAY 11, 1976 AT RECEPTION NO. 1552603, BOOK 29, PAGE 69, ARAPAHOE COUNTY CLERK AND RECORDER;

PESTER SUBDIVISION FILING NO. 2, RECORDED ON OCTOBER 7, 1986 AT RECEPTION NO. 2734521, BOOK 92, PAGE 75, ARAPAHOE COUNTY CLERK AND RECORDER; AND

OMNIBANK SUBDIVISION FILING NO. 1, RECORDED ON AUGUST 3, 1992 AT RECEPTION NO. 92083099, BOOK 105, PAGE 73, ARAPAHOE COUNTY CLERK AND RECORDER.

SAID PARCELS CONTAINING 75.022 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY RIGHT-OF-WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID PARCELS OF LAND.

PREPARED BY: DEAN F. GLORSO, COLORADO PLS #16109
FOR AND ON BEHALF OF
GLORSO MAPPING SERVICES, LLC
2620-D SOUTH VAUGHN WAY
AURORA, CO 80014
303-755-8300

Dean F. Glorso
16109
5-17-06
PROF. LAND SURVEYOR

EXHIBIT B

Aurora Vicinity Map

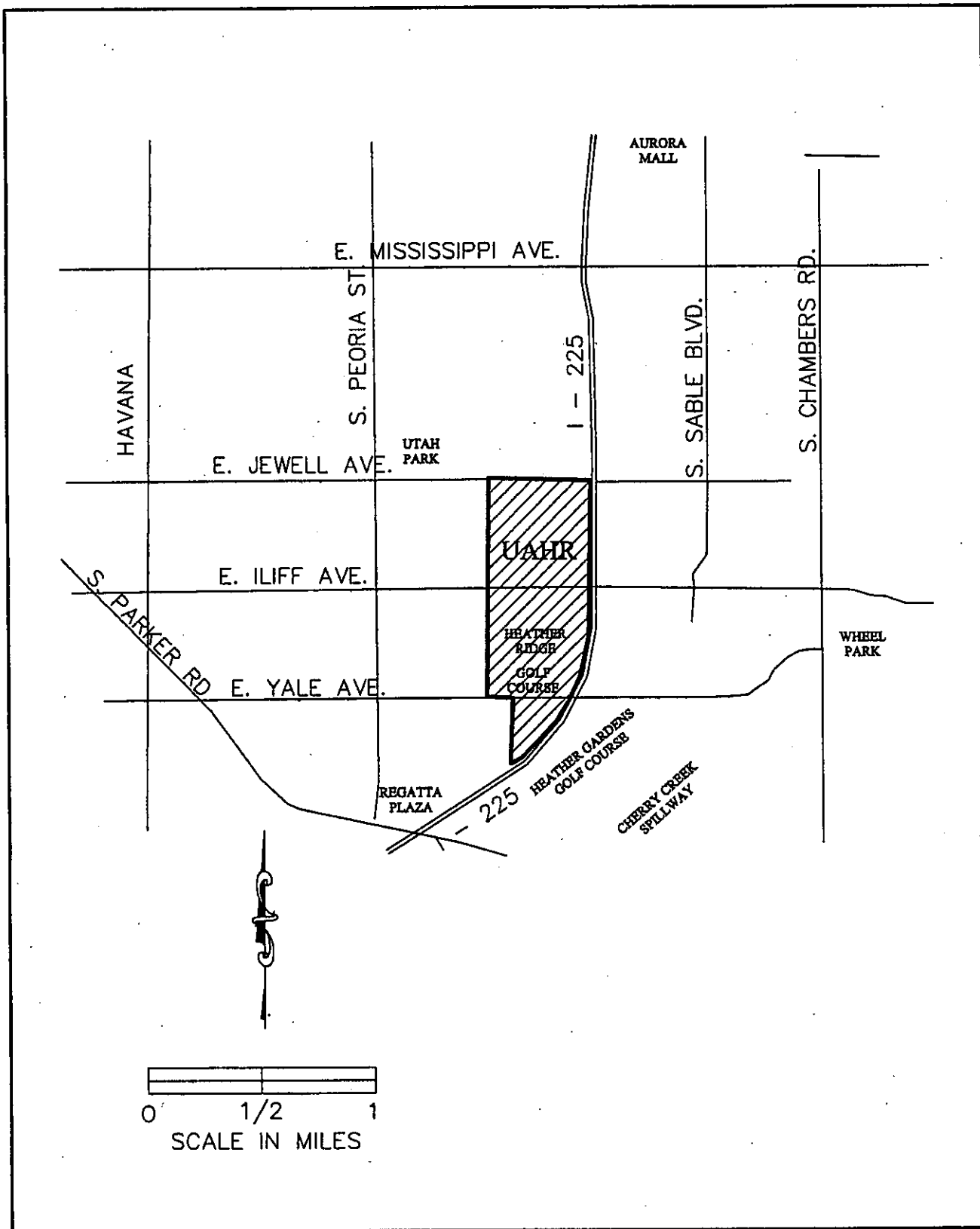


EXHIBIT C-1

Initial Districts Boundary Maps

Heather Ridge Metropolitan District 1

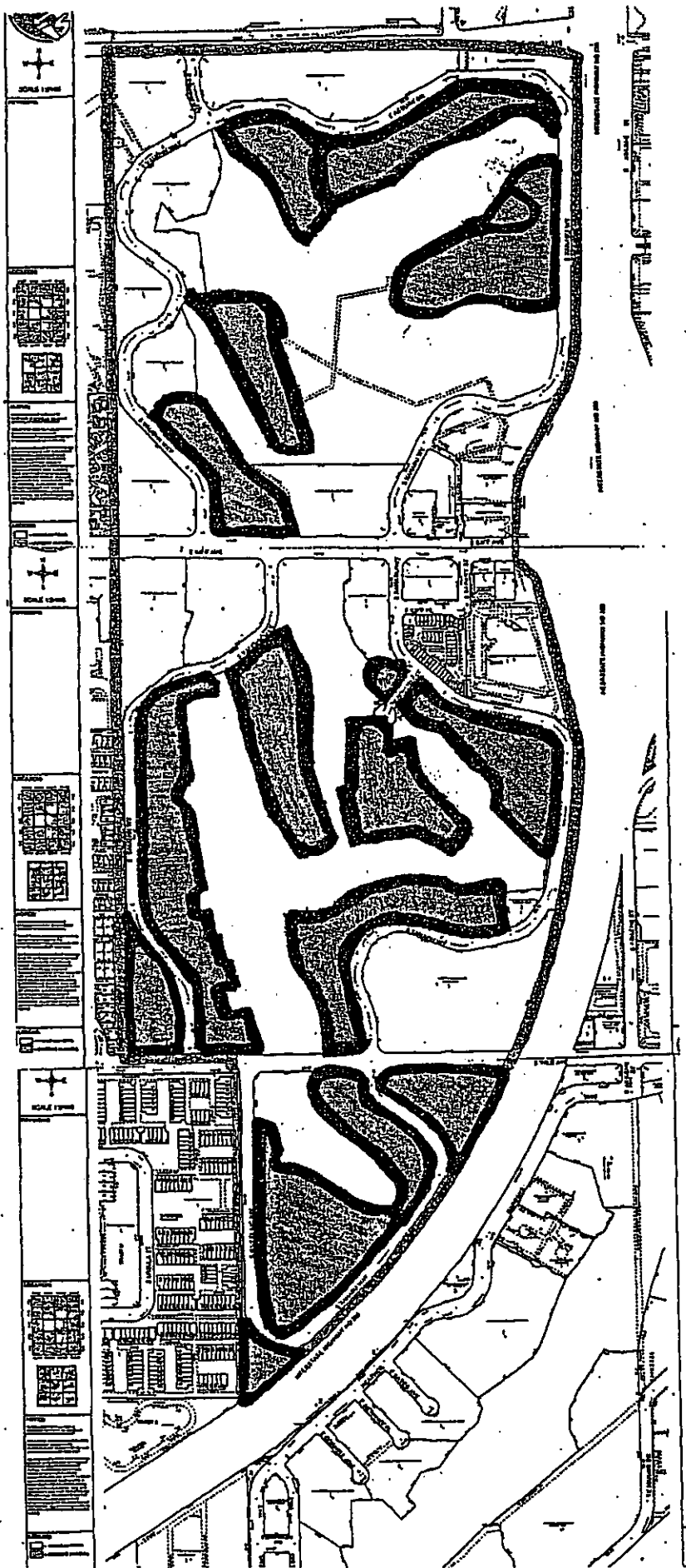
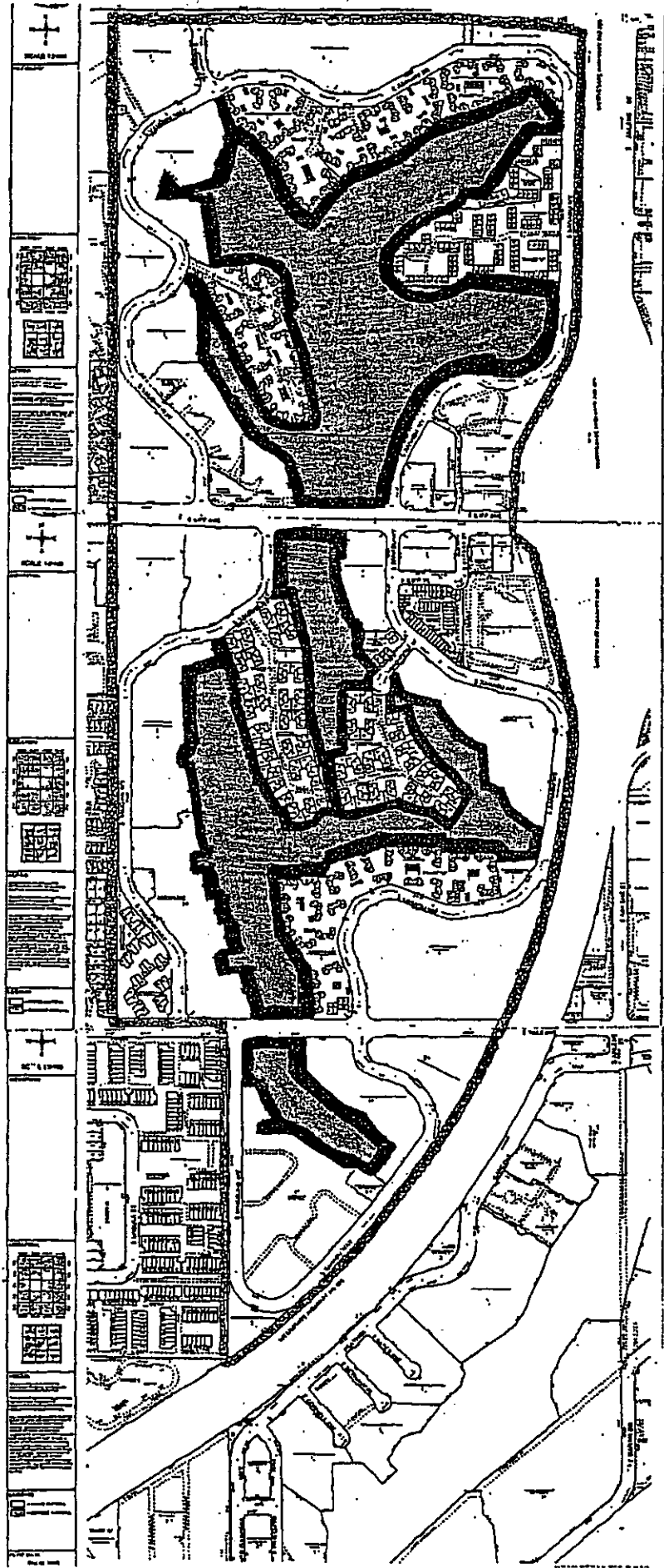


EXHIBIT C-2

Inclusion Area Boundary Map

Heather Ridge Metropolitan District 2



Heather Ridge Metropolitan District 3

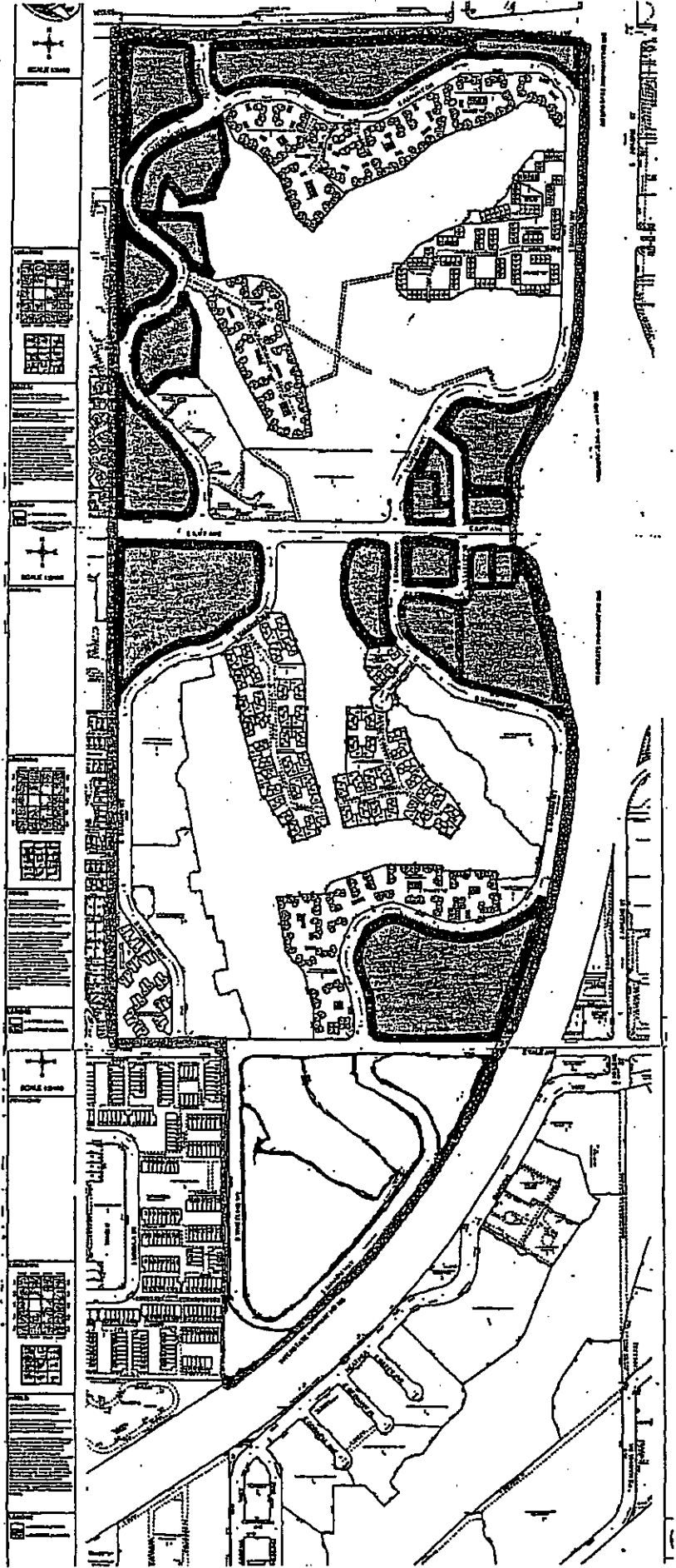


EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora