

CITY COUNCIL STAFF REPORT

ITEM: Park and Recreation Special District Service Plan and Intergovernmental Agreement (IGA) Approval

CASE NO: MD2022-0002

PROJECT: Ash Park and Recreation District

LOCATION: East of Ash Avenue, south of the Poudre River, generally north of east 16th Street, and approximately 6,600 feet west of Fern Avenue.

APPLICANT: Zachary White on behalf of Richmark Real Estates Partners LLC (initial district boundary) and Varra Companies Incorporation (future inclusion area boundary)

CASE PLANNER: Mike Garrott AICP, Planning Manager

CITY COUNCIL PUBLIC HEARING DATE: September 20, 2022

CITY COUNCIL FUNCTION:

Review the proposal for compliance with Section 2-1139 of the City of Greeley Municipal Code and approve, approve with conditions, or deny the request.

EXECUTIVE SUMMARY

The City of Greeley is considering a request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan and related Intergovernmental Agreement (IGA) precedent to formation of a special district that would provide public park and recreational facilities financing, operations, and maintenance. The initial boundary of approximately 25.94 acres (defined in the Service Plan as the “Initial District Boundaries”). The district is proposed to have the ability to include an additional 102.31 acres (defined in the Service Plan as the “Inclusion Area Boundaries”) into its boundaries, subject to prior annexation of such territory into the City of Greeley. The approximate 128.25-acre property is proposed for park and recreation amenities and facilities. This item requires a public hearing and noticing in accordance with the requirements of C.R.S §32-1-204.

The applicant has provided a Capital Plan (see Attachment B) as an element of the Service Plan that indicates the anticipated costs associated with designing, installing, and constructing the infrastructure necessary to serve the development. According to the Capital Plan, the estimated public improvement costs for the Initial District Boundaries and the Inclusion Area Boundaries is \$12,389,579. Approximately \$5,864,192 of the estimated public improvement costs are anticipated to be within the Initial District Boundaries, with the remaining \$6,525,579 public improvement costs anticipated to be within the Inclusion Area Boundaries.

The district, as proposed, would have the capacity to finance the necessary public facility improvements through property taxes, severance taxes (oil and gas) and other legally available revenues. The district will not be authorized to issue debt.

As proposed, the Service Plan includes a Maximum Mill Levy cap of sixty (60) mills.

Per Section 2-1125 of the City of Greeley Municipal Code, the City Council finds that the determination of whether to use districts to provide for development of capital facilities and incurring of debt to finance such facilities, is purely a matter of local concern and shall determine the merits of allowing the formation of a district for development of municipal infrastructure to allow a district on a case-by-case basis.

A. REQUEST

Approval of a Colorado Revised Statutes Title 32 Special District Services Plan for Ash Park and Recreation District and a resolution approving the related Intergovernmental Agreement between the City and the Ash Park and Recreation District.

B. STAFF RECOMMENDATION

Approval of the proposed Service Plan and IGA as presented, with a condition that the areas shown as future inclusion area boundary be reviewed by the City Council following successful annexation into the City limits.

C. LOCATION Abutting Zoning/Land Use (Initial boundary and future inclusion area):

North: C-D (Conservation District) and I-M (Industrial Medium Intensity)
South: I-M and Weld County I-3 (Industrial), and Weld County A - AG (Agriculture)
East: Weld County A
West: I-M and C-D

Site Characteristics The northern portion of the park and recreation District (including future inclusion areas) is directly adjacent to the Poudre River to the north. The majority of the Ash Park and Recreation District has been utilized for sand and gravel extraction for several decades, with several reclamation ponds. An oil and gas facility are located within the initial district boundary.

Surrounding Land Uses (Initial boundary and future inclusion area):

North: Poudre River
South: lot single family residential and Industrial Uses Linn Grove
East: Undeveloped land (FEMA floodway and floodplain)
West: Ash Avenue, developed industrial operations

D. BACKGROUND

The initial special district boundary was annexed into the City of Greeley and zoned I-2, in 1984, as part of the “Ogilvy Annexation” (Reception No. 01993147) (File No. A 39:84 and Z 39:84). The zoning classification was changed in 1998, as part of the Development Code revisions. The existing zoning of I-M is the modern equivalent to I-2. On September 25, 2018, the Planning Commission approved a Use by Special Review for up to 25 oil and gas wellheads, 25 separators, 12 oil tanks, four (4) water tanks, four (4) vapor recovery units, and six (6) emission control devices. The areas identified as the future inclusion areas boundaries has historically been utilized for agricultural and gravel mining uses. Several reclamation ponds have been constructed, as the gravel mining processes are completed and reclaimed in accordance with Colorado State regulations.

E. PURPOSE OF A SPECIAL DISTRICT

Special districts can provide a funding mechanism for public infrastructure and amenities that may otherwise not be feasible given the restrictions of “TABOR” (Taxpayers Bill of Rights) laws [Article X, Section 20 of the Colorado Constitution]. TABOR limits the amount of revenue that can be collected and retained by local governments with all tax increases requiring approval by voters in a ballot initiative process. This can prove difficult in itself. As of 2019, the 20-year average passing of tax related ballot measures was approximately 42%.

TABOR also sets a new revenue limit each year for local governments based on inflation rates and local growth. Any revenue collected that exceeds these limits must be returned to the citizens. These restrictions may cause a municipality issues with funding growth and to finance public improvements, such as large scale infrastructure projects. These constraints have given rise to the creation of metropolitan districts.

Park and Recreation districts are an independent unit of local government formed for financing, constructing, and maintaining public improvements. State statutes enable the formation of the districts under C.R.S. Title 32, Special District Act. Districts have the ability to levy ad valorem property taxes, charge fees, and also have condemnation authority. Districts can be formed to finance the costs of needed infrastructure construction among other improvements. Bonds can be financed publicly, through a municipality, or through private investors. The bonds are repaid through an additional property tax by the metropolitan district on individual property owners within the district, typically at a mill levy not to exceed 70 mills. This proposal has a max mill levy of 60 mills.

F. ELIGIBLE IMPROVEMENTS

Special districts in general can provide a funding mechanism for a variety of public improvements including, but not limited to the following: street improvements, parks and recreation improvements, water improvements, sanitary sewer, storm sewer (drainage) improvements, transportation improvements, libraries, schools, public art, landscaping improvements, and ongoing maintenance. Park and Recreation districts are a subset of special districts and can provide only a limited set of services and improvements.

The Ash Park and Recreation District, if approved, would specifically provide funding for the construction, operation, and maintenance of the following: park and recreation facilities, and other powers described in the Service Plan and the Special District Act or other

applicable statutes, as necessary. The city would have the option to assume the responsibility of ownership and/or maintenance of the facilities, which the district has provided the city potential yearly maintenance cost for the park and recreational facilities.

G. HISTORY OF SPECIAL DISTRICTS IN GREELEY

On March 15, 2022, the City Council adopted an ordinance (Ordinance 9, 2022) creating Title 2, chapter 16 of the Greeley Municipal Code, which created requirements for special districts (non-metropolitan district). The City Council adopted the ordinance, in part, to provide a policy which would allow the opportunity to create special districts, outside of metropolitan districts. In this case, the applicants are requesting to develop a park and recreation district, which would be the first new special district in Greeley, since the Union Colony Fire Protection dissolved several years ago.

Once a local government approves a Service Plan, the newly formed district remains independent as a quasi-governmental entity. However, if the district proposes to amend the scope of the plan (e.g., add land not otherwise noted, change mill limits, make material changes to the terms), then the City Council would again review a revised Service Plan for approval or denial.

H. LAND USE PLAN

The district anticipates providing for the construction of a regional recreation amenity including trails, trail heads, lakes, public beaches, river restoration, fishing piers, wetlands, playground, amphitheater, and parks. Only few amenities and public improvements are planned within the Initial District Boundary including turn lane improvements on Ash Avenue, entrance roads, and native seeding. The vast majority of the amenities and public improvements planned to be financed by the district are planned for the future Inclusion Area Boundary which can be included in the District Boundary following annexation to the City and approval of modified district boundaries by the City Council.

I. SERVICE PLAN CRITERIA FOR APPROVAL (Title 2, Chapter 16, Section 2-1139) MUNICIPAL CODE COMPLIANCE

The City's Recreation District Ordinance calls for the City Council to consider a proposed Service Plan against the following provisions and determine whether or not the Plan meets the required criteria in granting approval. These plan elements were reviewed by City staff and the application was revised by the applicant to address staff questions and concerns, resulting in the version provided to you for review and final approval.

1. Whether there is a sufficient existing and projected need for organized service in the area to be serviced by the proposed district;

Staff comment: The property within the proposed district is currently vacant and organized service is needed in order to develop the proposed park and recreation property, including the need to financing and construction of public improvements, and operations of such public improvements.

The Service Plan includes provisions that would not allow any debt to be occurred from the district prior to an approved Development Plan. The districts would have the ability to collect fees and property taxes in advance of development.

The Service Plan complies with this criterion.

2. Whether the existing service in the area to be served by the proposed district is inadequate for present and projected needs;

Staff comment: The proposed districts and future inclusion area boundaries are located within the Long-Range Expected Growth Area.

The property within the proposed District is currently vacant and the existing service to the property is inadequate for present and projected needs. The site currently lacks the necessary public improvements to serve the projected park and recreation development. Necessary public improvements include those shown in Exhibit D and Exhibit E of the proposed Service Plan.

The Service Plan complies with this criterion.

3. Whether the proposed district is capable of providing economical and sufficient service to the area within its proposed boundaries;

Staff comment: Included in the Service Plan is an engineer's cost estimate of the infrastructure installation requirements that demonstrates that the districts would be capable of providing economical and sufficient services to the area within the boundaries of the Service Area. The district, as proposed, would have the financing capacity to finance the necessary public facilities improvements thorough property and severance tax revenues.

Staff (including the Finance Department) and City Attorney's Office carefully reviewed the financial assumptions proposed with the Plans and have concluded that it is realistic in terms of potential build-out, construction timeframes, and debt load. As proposed, the Service Plan includes a maximum mill levy cap of 60 mills. The Service Plan as submitted, does not the issuance of bonding debt.

The Service Plan complies with this criterion.

4. Whether 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;

Staff comment: The proposed District and future inclusion area boundaries will not have the authority under the proposed service plan to issue debt.

The Service Plan complies with this criterion.

- 5. Whether adequate service is not, or will not be, available to the area through the city or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;**

Staff comment: As noted in section (2) above, the City's infrastructure is adjacent to the proposed special district. The obligation to complete infrastructure internally as necessary for the further development of the site rests exclusively with the special district. No other entity is currently available to meet the internal infrastructure obligations besides the special district.

The Service Plan complies with this criterion.

- 6. Whether the facility and service standards of the proposed district are compatible with the facility and service standards of the city;**

Staff comment: The development is obligated to construct all infrastructure consistent with Municipal Code standards and will, therefore, be compatible with the surrounding existing municipal systems and services.

The Service Plan complies with this criterion.

- 7. Whether the proposal is in substantial compliance with the city's comprehensive plan;**

Staff comment: The proposed park and recreation district is in compliance with the City's Imagine Greeley's Comprehensive Plan, Natural Resources & Open Lands objective, which discusses the City's desire to undertake proactive measures to ensure that meaningful public open land and other natural areas are well preserved. The service plan proposes the creation of up to 128.25 acres of park and open space along the Poudre River, which includes the reclamation of mining areas, creation of wetlands, lakes, trails, and open space, among other recreation uses.

The Service Plan complies with this criterion.

- 8. Whether the proposal is in substantial compliance with the county, regional or state long-range water quality management plans and wastewater plans for the area;**

Staff comment: Staff is unaware at this time if approving the Service Plan would negatively impact any county, regional, or state long range water quality management plans or wastewater plans for the area. The site must conform to all development standards to obtain service from these systems. There are no exceptions to these standards proposed.

The Service Plan complies with this criterion.

9. Whether the creation of the district will be in the best interests of the area proposed to be served;

Staff comment: The area requires installation of park and recreational facilities and associated infrastructure. The applicant has the option to arrange traditional bank financing, however, the applicant can utilize property and severance taxes through the District to complete the necessary improvements.

City Council has authorized the use of special districts as an alternative financial tool for the installation of such infrastructure. The creation of the districts may be the most expedient tool to facilitate parkland improvement of the area, though the use of long-term basis from mill levies.

The Service Plan complies with this criterion.

10. Whether the creation of the district will be in the best interests of the resident or future residents of the area proposed to be served;

Staff comment: As noted in the Executive Summary and Service Plan, there will not be any residents or future residents in the area to be served by the District or within the future inclusion area boundaries.

The Service Plan complies with this criterion.

11. Whether the proposed Service Plan is in substantial compliance with Chapter 16;

Staff comment: The proposed Service Plan complies with the criteria of Chapter 16.

The Service Plan complies with this criterion.

12. Whether the creation of the district will foster urban development that is remote from, or incapable of being integrated with, existing urban areas, or place a burden on the city or adjacent jurisdictions to provide urban services to residents of the proposed district.

Staff comment: As proposed, the district is consistent with the Imagine Greeley Comprehensive Plan, which shows the property within the proposed district (included future inclusion area boundaries) to be within the City defined open space areas which is consistent with the proposed district purposes.

The Service Plan complies with this criterion.

In addition to the criteria listed in section 2-1139(b), the city council shall apply the following criteria to consideration of the park and recreation district proposed service plan in accordance to C.R.S. § 32-1-1105.

- 1. The facility or service is not adequately provided in the district by private providers;**

Staff comment: The proposed park and recreation facility and improvements are not provided by any private providers within the boundaries of the proposed district, nor are they planned to be provided by private providers.

The Service Plan complies with this criterion.

- 2. There is sufficient existing and projected need for the facility or service within the district;**

Staff comment: The property within the proposed district is currently utilized for oil and gas operations and sand and gravel extraction operations. The proposed park and recreation district would be organized to develop the proposed park and recreation amenities, including the need to financing and construction of public improvements, and operations of such public improvements.

The Service Plan complies with this criterion.

- 3. The existing facilities or services in the district are inadequate for present and projected needs;**

Staff comment: The property within the proposed district is currently utilized for oil and gas operations and sand and gravel extraction operations within the future inclusion area. The existing service to the property is presently inadequate for the projected needs. The site currently lacks the necessary public improvements to serve a park and recreation development. The service plan includes provisions, which would address the financial needs for the projected needs for the service plan area.

The Service Plan complies with this criterion.

- 4. The district has or will have the financial ability to discharge any proposed indebtedness on a reasonable basis; and**

Staff comment: The service plan does not provide the district the ability to issue debt.

This criterion does not apply.

5. The facility or service will be in the best interests of the district and of the residents of the district.

Staff comment: As mentioned in this report previously, the proposed district and future service plan area do not anticipate any residences within the boundary.

The proposed district would construct public park and recreation facilities, with the necessary revenues to support the proposed facility.

J. PUBLIC NOTICE AND COMMENT

Pursuant to Section 2-1133 of the City of Greeley's Municipal Code, the City shall send a written notice to each special district located within the proposed district's boundary at least thirty (30) calendar days prior to the public hearing. The purpose of the notice is to afford the special districts the opportunity to provide comment about the proposed district and any adverse impacts, including the district's proposed financing and mill levy, which the existing special district anticipates may arise from the district due to its anticipated development and its proposed location. Notices were sent on August 19, 2022. No comments have been received at the time of writing this report.

The petitioner shall mail a courtesy notice to all record landowners within 1,000' of the proposed district at least 15 days prior to the public hearing from a list of owners supplied by the city. The notice shall state the location of the subject property by reference to streets and addresses; a general description of the proposed district; the date, time, and place of the public hearing; and a statement that additional information is available from the city Community Development Department with relevant contact information. Petitioner shall submit a copy of the notice with the application, and evidence and a signed statement verifying notice was sent to all landowners prior to the public hearing. Notices were sent on August 31, 2022. No comments have been received at the time of writing this report.

Pursuant to C.R.S. §32-1-204, the special district was noticed by the applicant to all the petitioners, service districts, and jurisdictions within a three-mile radius on August 31, 2022. Notices were sent to the following: Central Weld County Water District, Eaton Area Park and Recreation District, Eaton Fire District, City of Evans, Town of Garden City, City of Greeley, Town of Kersey, Lasalle Fire District, North Weld County Water District, Platte Valley Fire District, Weld County, and Western Hills Fire District.

K. CITY COUNCIL RECOMMENDED MOTIONS

Based on the application received and the preceding analysis, the City Council finds that the request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan for the Ash Park and Recreation District is in conformance with the City of Greeley's Municipal Code Title 2, Chapter 16, Section 2-1139; and therefore, approves the request.

A motion to adopt the Resolution approving the Intergovernmental Agreement between the City of Greeley and Ash Park and Recreation District, regarding the Service Plan for the District.

L. ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Narrative

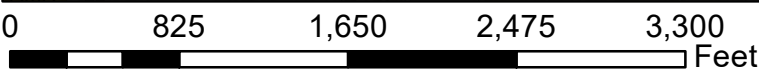
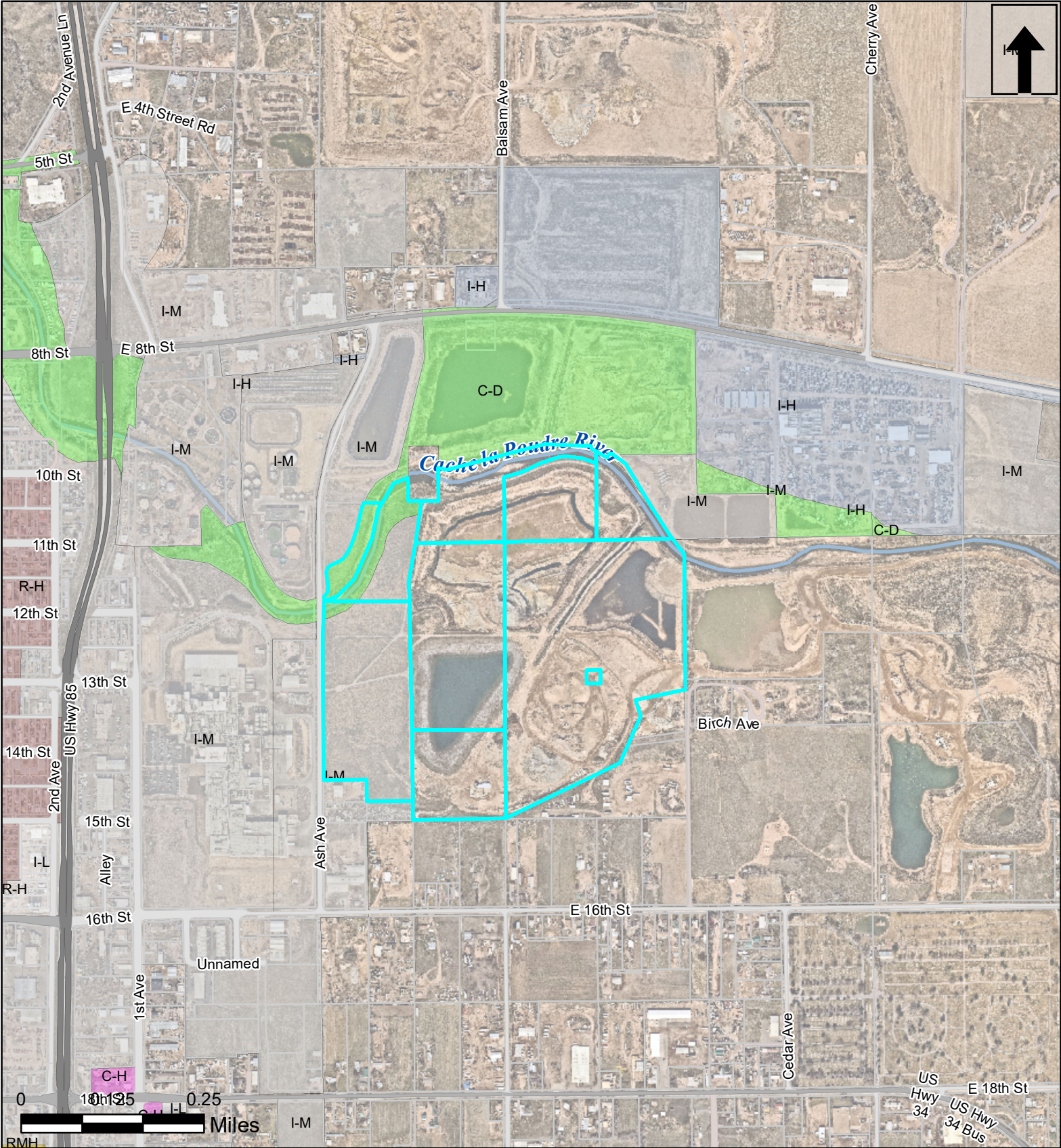
Attachment C – Ash Park and Recreation District Executive Summary

Attachment D – Ash Park and Recreation District Service Plan

Attachment E – Ash Park and Recreation District Facility Map - Illustrative

Attachment F – Intergovernmental Agreement (IGA)

Ash Park and Recreation District
Vicinity Map



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JON L. WAGNER
NELSON G. DUNFORD

August 18, 2022

VIA ELECTRONIC
SUBMITTAL

Mike Garrott
Planning Manager
City of Greeley
Community Development Department
1000 10th Street
Greeley, Colorado 80631
Mike.Garrott@Greeleygov.com

Re: Ash Park and Recreation District (the “District”) Updated Service Plan Letter

Dear Mr. Garrott:

Enclosed please find the attached as related to the proposed Service Plan (the “Service Plan”) for the District:

- Land Use Application
- Service Plan for Ash Park and Recreation District (Clean with Exhibits in PDF)
- Service Plan for Ash Park and Recreation District (Full redline against model service plan)

In addition to the above referenced materials please find the following information:

- a. Name of the Districts: Ash Park and Recreation District
- b. Contact information:
 - i. General Counsel:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
Attention: Zachary P. White, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Phone: (303) 858-1800

Fax: (303) 858-1801

zwhite@wbapc.com

- ii. Petitioners/Owner:
Richmark Real Estate Partners, LLC
Attn: Adam Frazier
5200 W. 20th Street
Greeley, Colorado 80634
Phone: (970) 590-7500
adam@richmarkcompanies.com

c. Purpose for the District/Project Narrative: The District is an independent unit of local government, separate and distinct from the City. It is intended that the District will provide a part or all of the public improvements for the use and benefit of the general public. The primary purpose of the District will be to finance the construction of public improvements necessary to develop a regional park to be known as Ash Park. The District is also being created to provide ongoing operations and maintenance services as specifically set forth in the Service Plan and as may be stated in any applicable intergovernmental agreement with the City. The District anticipates providing for the construction of a regional recreation amenity including trails, trail heads, lakes, public beaches, river restoration, fishing piers, wetlands, and playground, amphitheater, and parks. Nearly half of the amenities and public improvements are planned within the Initial District Boundary including turn lane improvements on Ash Avenue, entrance roads, a park including sport courts, playground, and amphitheater, and native seeding. The remainder of the amenities and public improvements planned to be financed by the District are planned for the Future Inclusion Area Boundary which can be included in the District Boundary following annexation to the City and consent of the City Council.

d. Justification for Petitioner's Request to City Council to Approve: There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the public improvements needed for the project to be provided in the most economic manner possible.

e. Compliance: The Service Plan based on the City's approved Model Service Plan for metropolitan districts with changes only to reflect the purpose of the District, the types of improvements to be financed, and the removal of debt authority from the District.

Title 2, Chapter 16, Section 2-1139 of the Municipal Code includes specific criteria to be applied against a service plan. Section XII of the Service Plan concludes and establishes that the Service Plan meets the requirements of the City's Municipal Code and

state statute, and makes an affirmative statement that the Service Plan as submitted meets such requirements. Responses to each of the criteria are below:

- ***Whether there is a sufficient existing and projected need for organized service in the area to be serviced by the proposed district;***

The property within the proposed district is currently vacant and organized service is needed in order to develop the proposed park and recreation property, including the need to financing and construction of public improvements, and operations of such public improvements.

- ***Whether the existing service in the area to be served by the proposed district is inadequate for present and projected needs;***

The property within the proposed District is currently vacant and the existing service to the property is inadequate for present and projected needs. The site currently lacks the necessary public improvements to serve the projected park and recreation development. Necessary public improvements include those shown in Exhibit D and Exhibit E of the proposed Service Plan.

- ***Whether the proposed district is capable of providing economical and sufficient service to the area within its proposed boundaries;***

The proposed District is capable of providing economical and sufficient service to the property within the District as shown by the Financial Plan included as Exhibit F to the Service Plan.

- ***Whether 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;***

The proposed District will not have authority under the Service Plan to issue debt.

- ***Whether adequate service is not, or will not be, available to the area through the city or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;***

To the best of our knowledge, neither the City nor any other existing jurisdictions intend to provide the necessary services to the area to be served by the District.

- ***Whether the facility and service standards of the proposed district are compatible with the facility and service standards of the city;***

The Service Plan requires all public improvements to be in compliance with City standards.

- ***Whether the proposal is in substantial compliance with the city's comprehensive plan;***

The City's Imagine Greeley comprehensive plan Natural Resources & Open Lands objective discusses Greeley's desire to undertake proactive measures to ensure that meaningful public open land and other natural areas are well preserved. The service plan proposes the creation of up to 128.25 acres of park and open space along the Poudre River, which includes the reclamation of mining areas, creation of wetlands, lakes, trails and open space.

- ***Whether the proposal is in substantial compliance with the county, regional or state long-range water quality management plans and wastewater plans for the area;***

Any necessary water and sanitation services are subject City to water quality management plans for the area. The proposal is in substantial compliance.

- ***Whether the creation of the district will be in the best interests of the area proposed to be served;***

Creation of the District is in the best interest of the area to be served in that it allows financing of public improvements necessary to serve the property on a long-term basis from reasonable mill levies.

- ***Whether the creation of the district will be in the best interests of the residents or future residents of the area proposed to be served;***

There are no contemplated residents or future residents in the area to be served by the District.

- ***Whether the proposed Service Plan is in substantial compliance with Chapter 16; and***

The proposed Service Plan is based on the City's approved model service plan, with only project specific clarifications and revisions previously discussed with City staff.

- ***Whether the creation of the district will foster urban development that is remote from, or incapable of being integrated with, existing urban areas, or place a***

burden on the city or adjacent jurisdictions to provide urban services to residents of the proposed district.

A review of the Comprehensive Plan shows the property within the proposed district to be within the City defined open space areas which is consistent with the proposed district purposes.

- ***The facility or service is not adequately provided in the district by private providers;***

To the best of our knowledge, the planned park and recreation improvements are not provided by private providers within the boundaries of the proposed district, nor are they planned to be provided by private providers.

- ***There is sufficient existing and projected need for the facility or service within the district;***

The property within the proposed district is currently vacant and organized service is needed in order to develop the proposed park and recreation property, including the need to financing and construction of public improvements, and operations of such public improvements.

- ***The existing facilities or services in the district are inadequate for present and projected needs;***

The property within the proposed district is currently vacant and the existing service to the property is inadequate for present and projected needs. The site currently lacks the necessary public improvements to serve the projected park and recreation development. Necessary public improvements include those shown in Exhibit D of the proposed Service Plan.

- ***The district has or will have the financial ability to discharge any proposed indebtedness on a reasonable basis; and***

The proposed District will not have authority under the Service Plan to issue debt.

- ***The facility or service will be in the best interests of the district and of the residents of the district.***

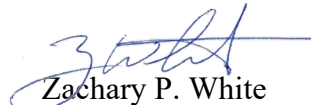
There are no contemplated future residents of the District. Nevertheless, the proposed facilities and services are in the best interest of the property to be served in that the District will provide the necessary revenue to finance and construct park and recreation improvements for the benefit of the public.

Mike Garrott, Planning Manager
Ash Park and Recreation District - Updated Service Plan Letter
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We look forward to discussing this matter further with you. In the interim, should you have any immediate questions regarding this submittal, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON


Zachary P. White
Attorney

EXECUTIVE SUMMARY

SERVICE PLAN FOR

ASH PARK AND RECREATION DISTRICT

Acreage/Location: The proposed Ash Park and Recreation District (the “District”) is generally located south of the Poudre River, and north of existing development, between Ash and Birch Avenue, Greeley Colorado. In total, District is anticipated to contain approximately 128.25 acres at build out. Initially, the District is proposed to include an initial boundary of approximately 25.94 acres (defined in the Service Plan as the “Initial District Boundaries”). The District is proposed to have the ability to include an additional 102.31 acres (defined in the Service Plan as the “Future Inclusion Area Boundaries”) into its boundaries, subject to prior annexation of such territory into the City of Greeley. Collectively the Initial District Boundaries and the Future Inclusion Area Boundaries comprise the “Service Area” which includes approximately 128.25 acres.

Type of Development: Park and Open Space. The District will not include any residential development, and the residential population of the District will be zero (0). The District may include future private development areas (depicted in Exhibit E) which are intended to be privately owned property that is park related. Examples may include privately owned wetland banks, carbon banks, solar or wind farms, or possibly a private event place for outdoor weddings or gatherings.

Powers of the Districts: To finance, construct, and (if not otherwise conveyed to another governmental entity) operate and maintain the following types of public improvements:

- Parks and Recreation
- Other public improvements incidental to the development of the Ash Park
- Other powers described in the Special District Act or other applicable statutes, as necessary.

Amenities: The District anticipates providing for the construction of a regional recreation amenity including trails, trail heads, lakes, public beaches, river restoration, fishing piers, wetlands, playground, amphitheater, and parks. Nearly half of the amenities and public improvements are planned within the Initial District Boundary including turn lane improvements on Ash Avenue, entrance roads, a park including sport courts, playground, and amphitheater, and native seeding. The remainder of the amenities and public improvements planned to be financed by the District are planned for the Future Inclusion Area Boundary which can be included in the District Boundary following annexation to the City and consent of the City Council.

Estimated Infrastructure Costs: The estimated public improvement costs for the Initial District Boundaries and the Future Inclusion Area Boundaries is \$12,389,771. Approximately \$5,864,192 of the estimated public improvement costs are anticipated to be within the Initial District Boundaries, with the remaining \$6,525,579 public improvement costs anticipated to be within the Future Inclusion Area Boundaries (See Exhibit D to Service Plan).

Debt Limit: \$0.00 – All revenues for public improvements are expected to be derived from property taxes and other legally available revenues. The District is not authorized to issue debt.

Proposed Mill Levy Caps:

Maximum Aggregate Mill Levy: 60 mills.

Maximum Capital Mill Levy: 60 mills less mills imposed for operations or other purposes.

Maximum O&M Mill Levy: 60 mills.

Proforma Financial Plan: The District anticipating capital and operations revenue from a Maximum Aggregate Mill Levy of 60 mills. The Financial Plan is based on the current revenue estimates from the proponents of the District, and operation and maintenances estimates provided to the proponents of the District by City park and recreation staff. Taxes collected from oil and gas revenues are collected two years in arrears. Revenues from oil and gas production in 2021 are assessed in 2022, and collected in 2023. Over time, the District is anticipated to generate approximately \$18,572,552 for capital, and operations and maintenance costs. See Exhibit F to Service Plan.

At the request of City staff, the Financial Plan also includes projected “City Out of Pocket Costs” which represents the estimated costs to the City if the City accepts dedication or otherwise acquires Ash Park from the District pursuant to an intergovernmental agreement to be negotiated between the City and the District. The “City Out of Pocket Costs” estimated in Exhibit F to the Service Plan is the estimated amount of operation and maintenance costs the City will be responsible for funding if the City accepts dedication or otherwise acquires the proposed park and recreation improvements from for ownership and maintenance. It is anticipated that the District and the City will negotiate an intergovernmental agreement with respect to the long-term ownership, operation, and maintenance of Ash Park. The proposed district’s mill levy will provide operation and maintenance revenue for a period of time to supplement the City’s operation and maintenance costs.

Additional Revenue Sources:

None.

**SERVICE PLAN
FOR
ASH PARK AND RECREATION DISTRICT**

CITY OF GREELEY, COLORADO

Prepared by

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Approved _____, 2022

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I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. The District shall strictly comply with the Municipal Code and the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants, taxpayers of the District, and the general public. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is also being created to provide ongoing operations and maintenance services as specifically set forth in this Service Plan and as may be stated in any applicable Intergovernmental Agreement.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District 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 District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from legally available revenues of the District.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. The District shall be authorized to operate and maintain all of the Public Improvements at a level equal to or greater than City standards, unless such authorization is specifically limited in the Intergovernmental Agreement.

The District shall be authorized to finance the Public Improvements that can be funded from tax revenues collected from a mill levy which shall not exceed the Maximum Aggregate Mill Levy and from other legally available revenues of the District. It is the intent of this Service Plan to assure to the extent possible that no property in the District bear an economic burden that is greater in amount than that associated with the Maximum Aggregate Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be

funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the District are expected to be financed by the developer of the Project.

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 development plan or other process established by the City (including but not limited to approval of a final plat, development plat or site plan by the City planning commission or by the City Council) identifying, among other things, the Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the Municipal Code and as amended pursuant to the Municipal Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Municipal Code. (To the extent the type of Development Plan has been determined for the Project, this definition should be revised accordingly.)

Board: means the board of directors of one District of the District.

Capital Plan: means the Capital Plan described in Section V.B., which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

City: means the City of Greeley, Colorado.

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

District: means the Ash Park and Recreation District.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) the estimated operating revenue and expenses for the District; and (c) the assumptions regarding all such information. The Financial Plan is based on current estimates and will change based on actual development of the Project.

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

Future 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 District after organization, if any.

Initial District Boundary: means the boundary 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 boundary of the District.

Intergovernmental Agreement: means the intergovernmental agreement required by Municipal Code Title 2, Chapter 16, Section 2-1137(e), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Aggregate Mill Levy: means the maximum aggregate mill levy the District is permitted to impose for the payment of capital, operations and maintenance, administrative, or any other costs, which shall not exceed 60 mills, subject to adjustments as set for the in Section VI.C.1 below.

Maximum Capital Mill Levy: means the maximum mill levy a District is permitted to impose for payment of capital costs, as set forth in Section VI.C. below.

Maximum Operating Mill Levy: means the maximum mill levy a District is permitted to impose for payment of operations, maintenance, and other administrative costs, as set forth in Section VI.C. below.

Municipal Code: means the City of Greeley Municipal Code, as may be amended and in effect from time to time.

Project: means the development or property commonly referred to as Ash Park.

Proof of Ownership: means a current title commitment or deed showing ownership and all encumbrances on all properties within the Initial District Boundaries, or other documentation acceptable to the City Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan 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 the District.

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

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

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with Title 2, Chapter 16, Section 2-1143 of the Municipal Code 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.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 25.94 acres and the total area proposed to be included in the Future Inclusion Area Boundaries is approximately 102.31 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1**, and a legal description of the Future Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Future Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proof of Ownership and consents of the owners to organization of the District for all properties within the Initial District Boundaries is attached hereto as **Exhibit C-3**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the boundaries of the District may change from time to time as the Project is developed and as the District undergo inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 128.25 acres of undeveloped residential and commercial land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan. The residential population of the District at build-out is 0 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District. The permitted level of development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the City in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct Public Improvements for the Project or of obligations to provide to the City such financial guarantees as may be required by the City to ensure the completion of the Public Improvements, or of any other obligations to the City under the Municipal Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District 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 in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall maintain the Public Improvements in a manner consistent with the Approved Development Plan, other rules and regulations of the City, and applicable provisions of the Municipal Code, all as directed by the City. The City may consider whether to accept dedication of Public Improvements to the City upon 50% build-out of the development of each phase of the Project as identified in the Approved Development Plan. The District shall be authorized to operate and maintain all of the Public Improvements at a level equal to or greater than City standards, unless such authorization is specifically limited in the Intergovernmental Agreement.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of federal and state governmental entities having proper jurisdiction and of those special districts that qualify as “interested persons” under Section 32-1- 204(1), C.R.S., as applicable. The District 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. Additionally, the District will permit City inspectors to inspect the infrastructure during construction.

3. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of eminent domain without the prior written consent of the City. If the City decides the proposed Public Improvement is needed, at the time of dedication, the District shall at no expense to the City, transfer to the City all rights-of-way, fee interests and easements that the City determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the City through such Development Plan process. Notwithstanding the foregoing, nothing herein shall limit the District’s ability to acquire property for development as part of the Project.

4. Water Rights. The District shall be authorized to acquire, own, and dedicate water rights.

5. Inclusion and Exclusion Limitations. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council, which shall not constitute a material modification of this Service Plan. Notwithstanding, the property described in the Inclusion Area Boundaries shall not be included in the boundaries of the District until such property has been annexed into the City with the consent of the 100% fee owner of such property. Further, under no circumstance shall any property, within or without the Inclusion Area, be included into the District except upon petition by the 100% owner of such property. The District shall exclude any property from its boundaries if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining taxpayers within the District.

6. Debt Limitation. The District 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 or collect any fees or revenues from any other source for the purpose of repayment of Debt.

7. Monies from Other Governmental Sources. The District 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 for which the City is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the City pursuant to Title 2, Chapter 16, Section 2-1131 of the Municipal Code. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

8. Consolidation Limitation. The District shall not file a request with any Court to consolidate with any other Title 32 district without the prior written consent of the City.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy, 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).

10. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the City, and their activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan, the Municipal Code, or the Intergovernmental Agreement. Actions of the District which: (1) violate the limitations set forth in Sections V.A.1-14 above; (2) violate the limitations set forth in Section VI.B.; (3) constitute a material modification of the Service Plan; or (4) constitutes a failure to comply with the Intergovernmental

Agreement or other agreement with the City, which non-compliance has not been waived in writing by the City, shall be deemed to be a material modification to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any City approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the City Council, such City approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The District 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 District, to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. A Map depicting the Public Improvements is attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is approximately \$12,389,771. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

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

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of City standards and the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City’s requirements, and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary.. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the City and state or federal requirements.

VI. **FINANCIAL PLAN**

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their legally available revenues of the District. The Financial Plan for the District shall be to use revenues derived from the Maximum Aggregate Mill Levy and other legally available revenues. Anticipated revenues of the District are attached hereto as Exhibit F. The District may also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges without first obtaining City approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

B. The District shall not be authorized to issue Debt.

C. Maximum Aggregate Mill Levy.

The Maximum Aggregate Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of capital costs and operations and maintenance costs.

1. The Maximum Capital Mill Levy shall be the Maximum Aggregate Mill Levy (60 mills) less the number of mills imposed by the District for operations and maintenance purposes; provided that if, on or after January 1, 2007, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the Maximum Aggregate Mill Levy 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, 2007, 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. The Maximum Operating Mill Levy shall be the Maximum Aggregate Mill Levy (60 mills); provided that if, on or after January 1, 2007, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the Maximum Aggregate Mill Levy 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, 2007, 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.

D. TABOR Compliance.

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

will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

E. District's Organizational Costs.

The estimated cost of engineering services, legal services and administrative services, in connection with the District's organization, are anticipated to be \$100,000, which will be eligible for reimbursement from available revenues of the District.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained, if such maintenance is addressed in the Intergovernmental Agreement. The first year's operating budget is estimated to be \$150,000, which is anticipated to be derived from funding advances by the developer of the Project until such time as the District operating mill levy revenues are sufficient to operate the District.

The District may impose an operations mill levy as necessary to operate the District and for provision of operation and maintenance services to their taxpayers and/or service users at a level equal to or greater than City standards. The authorized mill levy for operations and maintenance activities shall be included within the Maximum Aggregate Mill Levy.

F. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., with the prior approval of the City Council. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the City prior to establishing any such subdistrict(s) or area(s), and shall provide the City with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The City Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General. The District shall file an annual report with the City Clerk not later than September 1 of each calendar year, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "Report Year"). The District may elect to file a consolidated annual report to the City. Notwithstanding the foregoing, the District shall not be required to submit an annual report for any Report Year in which the District was on inactive status pursuant to Section 32-1-104(3), C.R.S for the entirety of the report year.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the District in implementing its Service Plan for the report year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year or a copy of the audit exemption application;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District in the report year;

5. A summary of the development in the District for the report year;

6. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

7. Certification of the Board that no action, event or condition has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by City Council; and

8. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

In addition, the District shall submit to the City, by January 31 of each year, the District's budget for the then current calendar year.

VIII. DISTRICT INDEMNIFICATION OF THE CITY; DISSOLUTION OF THE DISTRICT

Upon an independent determination of the City Council and written notice to the District that the purposes for which the District was created have been accomplished, the District agree to file petitions in the District Court for and in Weld County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all financial obligations as required pursuant to State statutes.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the City by the Developer as part of this Service Plan. The District shall approve and execute the Indemnification Letter at its first Board meeting after organizational election, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the City

IX. DISCLOSURES REQUIRED TO PURCHASERS OF PROPERTY WITHIN THE DISTRICT

The City wants purchasers of property within the District to be aware of the additional tax burden to be imposed. The City mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Aggregate Mill Levy. The City will review the type and timing of the disclosure, which the proponents of the District are proposing.

In addition to the above notice and the requirements of Ordinance 13.50.090, the District shall annually provide a written disclosure pursuant to Section 32-1-809, C.R.S. A copy of such disclosure shall also be forwarded to the City of Greeley to be included in its public records related to the District.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit H**. The District shall approve and execute the intergovernmental agreement at its first Board meeting following its organizational election, in the same form as the intergovernmental agreement approved by the City Council, and shall promptly deliver an executed original to the City. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification. The City Council shall approve an intergovernmental agreement at the public hearing approving the Service Plan.

The District may enter into intergovernmental agreements regarding the functions and services to be provided by each District, and the mechanisms to be used by the District for the ownership, operation, and maintenance of Public Improvements, and sharing of costs for construction and financing of Public Improvements, including intergovernmental agreements pursuant to Section 29-1-203, C.R.S. In addition to the intergovernmental agreement attached hereto as Exhibit H, the District anticipated entering into one or more intergovernmental agreements with the City related to the ownership, operation and maintenance of the Public Improvements.

No intergovernmental agreements other than the intergovernmental agreement with the City and the District's intergovernmental agreements are anticipated at the time of approval of this Service Plan. The District shall use all City provided infrastructure services, including but not limited to, water and sewer service, unless the City is unable or unwilling to provide such services. In the event the City is unable or unwilling to provide such services, the, in that event, the District may seek such infrastructure services from other providers.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan collectively, "**Material Departure**"), the City may impose any of the sanctions set forth in the Municipal Code, including but not limited to affirmative injunctive relief to require the District to act in accordance

with the provisions of this Service Plan. The City will provide the District with written notice of any Material Departure from the Service Plan. The District shall have sixty (60) days to provide the City with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the City or to commence to cure such Material Departure. If the District is diligently pursuing the cure of such Material Departure, the City shall not take any action to enjoin the District. In the event a District fails to complete the cure or take any action to cure the Material Departure, the City may impose any sanctions allowed by municipal code or statute.

XII. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within their proposed boundaries; and
4. The area to be included in the District 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 District are compatible with the facility and service standards of the City.
7. The proposal is in substantial compliance the City's Comprehensive Plan.
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.
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served.
11. The proposal is in substantial compliance with the Municipal Code.
12. The proposal will not foster urban development that is remote or incapable

of being integrated with existing urban areas, and will not place a burden on the City or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A-1

Initial District Boundary Legal Description

ASH PARK AND RECREATION DISTRICT
INITIAL DISTRICT BOUNDARY

PART OF THE NORTH 1/2 OF SECTION 9 AND THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN AS LOT 1 AND LOT 2, ASH 9B SUBDIVISION, AS SHOWN ON THE PLAT RECORDED NOVEMBER 19, 2019 AS RECEPTION NO. 4447481 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO BEAR NORTH 00°19'33" WEST, BEING MONUMENTED ON THE SOUTH END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 12374, AND ON THE NORTH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25372, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°19'43" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF ASH AVENUE, A DISTANCE OF 1266.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE COINCIDENT WITH THE WESTERLY AND NORTHERLY LINE OF SAID LOT 2, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) NORTH 69°53'16" EAST, A DISTANCE OF 107.26 FEET;
- 2) NORTH 44°28'18" EAST, A DISTANCE OF 177.98 FEET;
- 3) NORTH 23°27'04" EAST, A DISTANCE OF 320.06 FEET;
- 4) NORTH 11°18'35" EAST, A DISTANCE OF 215.11 FEET;
- 5) NORTH 30°38'08" EAST, A DISTANCE OF 217.02 FEET;
- 6) NORTH 67°50'19" EAST, A DISTANCE OF 109.36 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°38'13" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 27, 1889 AS RECEPTION NO. 31955 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 239.81 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 89°19'34" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 2 AND THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 98.45 FEET; THENCE SOUTH 09°03'37" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 566.62 FEET; THENCE SOUTH 00°56'44" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 1521.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°39'32" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 331.88 FEET; THENCE NORTH 00°21'54" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 159.98 FEET; THENCE SOUTH 89°39'38" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 303.67 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.94 ACRES, MORE OR LESS.

EXHIBIT A-2

Future Inclusion Area Legal Description

ASH PARK AND RECREATION DISTRICT
Future INCLUSION AREA BOUNDARY

PART OF THE NORTH 1/2 OF SECTION 9 AND THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN AS LOT 1 AND LOT 2, ASH 9B SUBDIVISION, AS SHOWN ON THE PLAT RECORDED NOVEMBER 19, 2019 AS RECEPTION NO. 4447481 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO BEAR NORTH 00°19'33" WEST, BEING MONUMENTED ON THE SOUTH END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 12374, AND ON THE NORTH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25372, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE CENTER-WEST 1/16 CORNER OF SAID SECTION 9, BEING A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 12374 IN MONUMENT BOX; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 942.94 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AUGUST 6, 2007, AS RECEPTION NO. 3495123 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING; THENCE NORTH 01°06'02" WEST, A DISTANCE OF 132.09 FEET TO THE SOUTHEAST CORNER OF ASH 9-B SUBDIVISION AS SHOWN ON THE PLAT RECORDED NOVEMBER 19, 2018 AS RECEPTION NO. 4447481 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, BEING A 1/2" REBAR WITH YELLOW PLASTIC CAP, ILLEGIBLE; THENCE NORTH 00°56'44" WEST, COINCIDENT WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 1521.03 FEET TO AN ANGLE POINT ON THE EAST LINE OF SAID SUBDIVISION, BEING A 5/8" REBAR WITH YELLOW PLASTIC CAP LYING 85.01 FEET NORTHERLY AS A WITNESS CORNER; THENCE NORTH 09°03'37" EAST, COINCIDENT WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 566.62 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 27, 1889 AS RECEPTION NO. 31955 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, BEING A 5/8" REBAR; THENCE NORTH 89°19'34" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 118.61 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING A 5/8" REBAR WITH 2" ALUMINUM CAP, PLS 37971; THENCE NORTH 00°38'13" WEST, COINCIDENT WITH THE EAST LINE OF SAID PARCEL, A DISTANCE OF 311.49 FEET TO THE SOUTH LINE OF MEYER MINOR SUBDIVISION AS SHOWN ON THE PLAT RECORDED DECEMBER 20, 2010 AS RECEPTION NO. 3739916 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, BEING A 5/8" REBAR WITH 2" ALUMINUM CAP, PLS 37971; THENCE SOUTH 77°53'39" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 68.36 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP, PLS 37971; THENCE NORTH 75°07'41" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 725.94 FEET TO A NAIL AND BRASS WASHER, PLS 22098 IN CONCRETE; THENCE SOUTH 88°22'35" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 337.71 FEET TO A 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 22098; THENCE SOUTH 01°10'03" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 19.95 FEET; THENCE SOUTH 60°42'25" EAST, COINCIDENT WITH SAID SOUTH LINE AND THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 26, 2018 AS RECEPTION NO. 4377940 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 342.77 FEET TO A 1/2" REBAR WITH

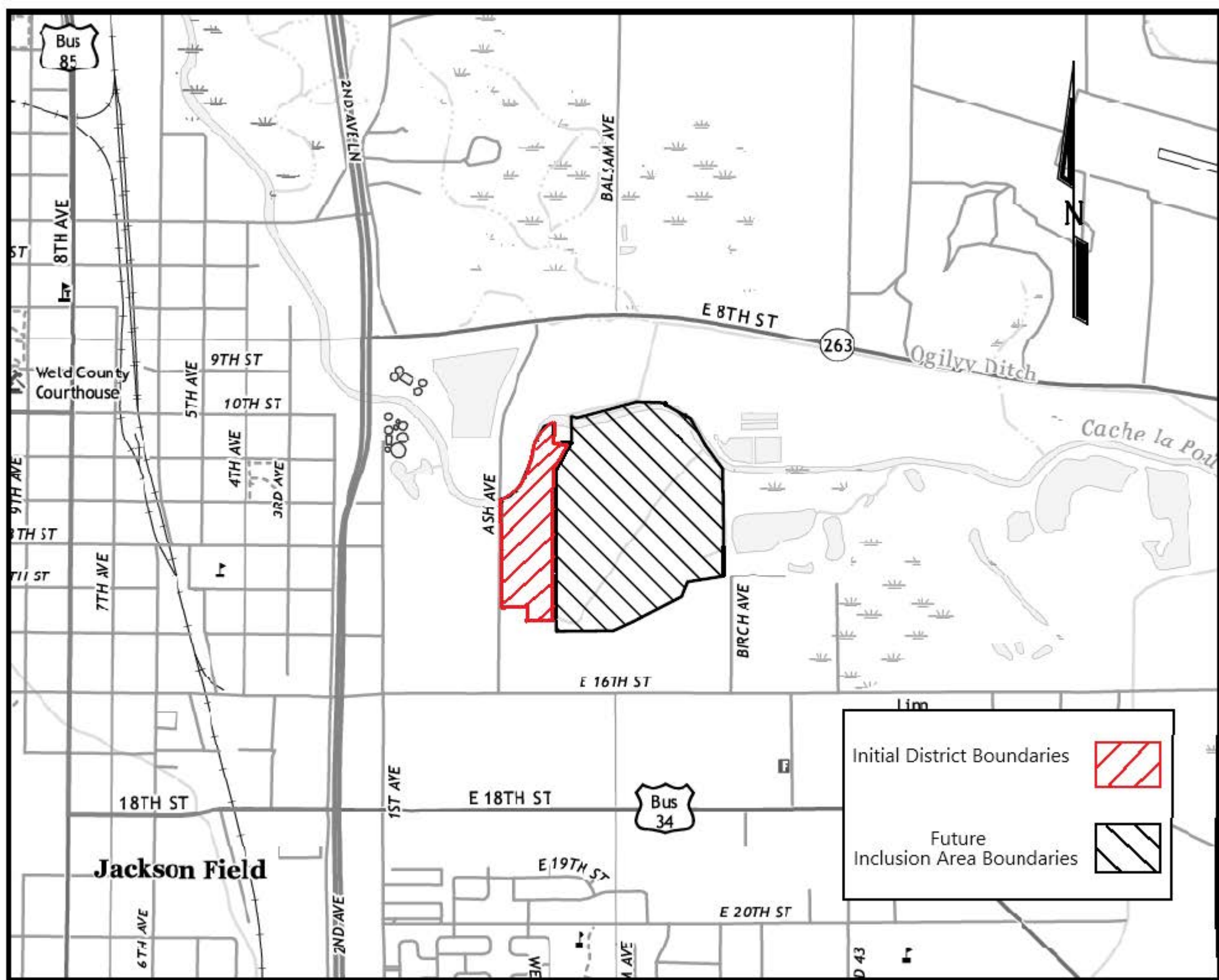
YELLOW PLASTIC CAP, PLS 7242; THENCE SOUTH 29°02'36" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 349.71 FEET; THENCE SOUTH 35°53'24" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 352.26 FEET TO THE WEST LINE OF LOT 4, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, UNION COLONY; THENCE SOUTH 00°40'25" EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 4 AND THE WEST LINE OF LOT 5, OF SAID UNION COLONY, A DISTANCE OF 910.44 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID LOTS 5, BEING A 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 2682; THENCE SOUTH 00°30'31" WEST, COINCIDENT WITH THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED SEPTEMBER 16, 2021 AS RECEPTION NO. 3718932 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 348.69 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING A 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, PLS 28283; THENCE SOUTH 81°15'55" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 427.72 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, BEING A 1/2" REBAR, AND A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AUGUST 6, 2007 AS RECEPTION NO. 3495123 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 21°12'26" WEST, A DISTANCE OF 187.92 FEET, TO A 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 7242;
- 2) SOUTH 62°39'51" WEST, A DISTANCE OF 645.80 FEET, TO A 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 7242;
- 3) SOUTH 65°09'29" WEST, A DISTANCE OF 254.95 FEET, TO A 1/2" REBAR;
- 4) SOUTH 89°28'44" WEST, A DISTANCE OF 670.25 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,456,527 SQUARE FEET OR 102.31 ACRES, MORE OR LESS.

EXHIBIT B

Greeley Vicinity Map



VICINITY MAP: 1" = 2000'

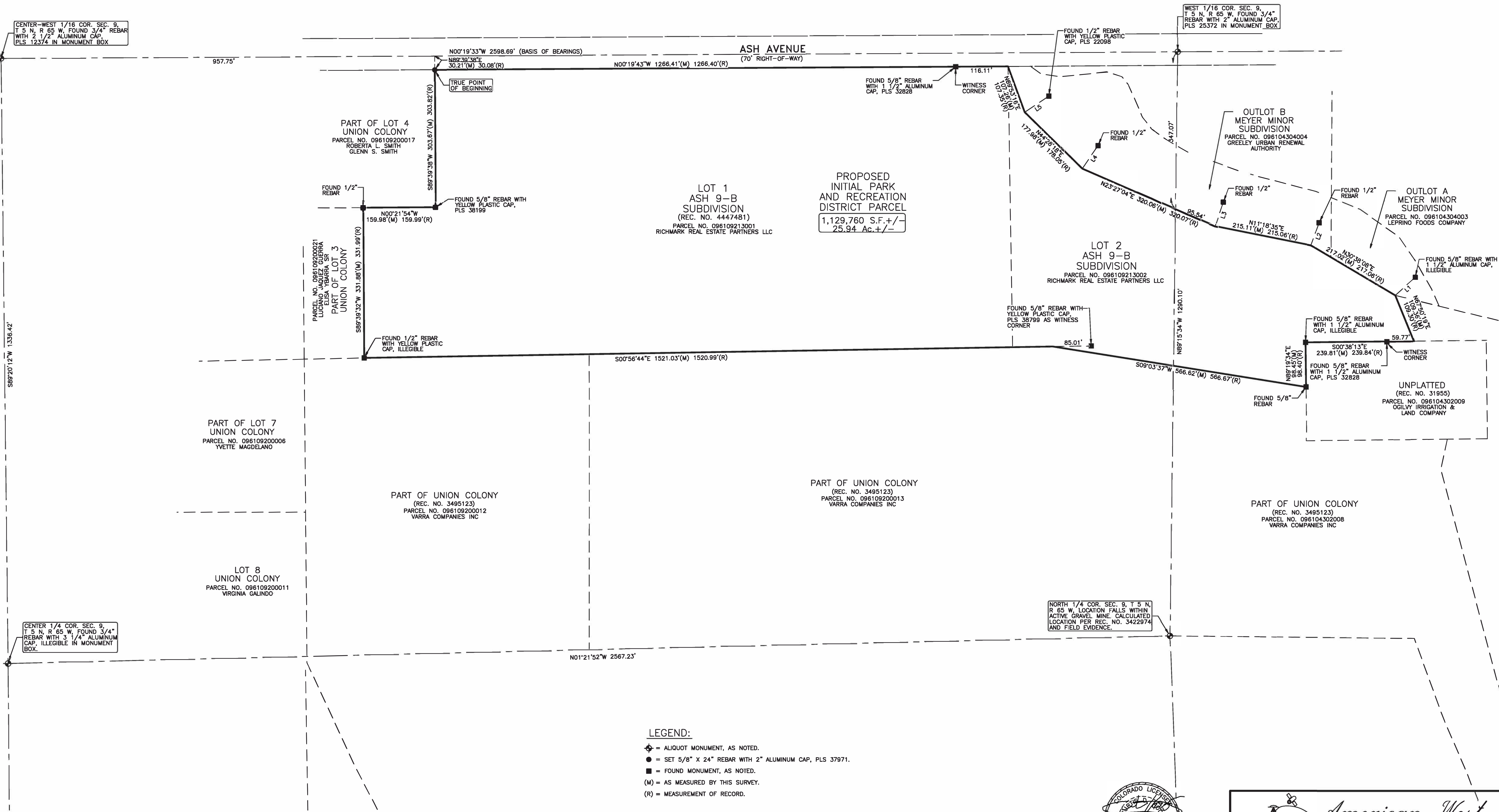
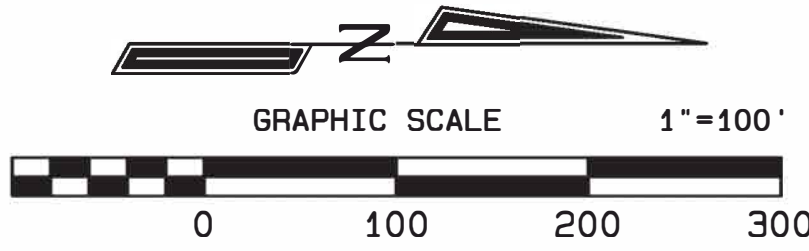
EXHIBIT C-1

Initial District Boundary Map

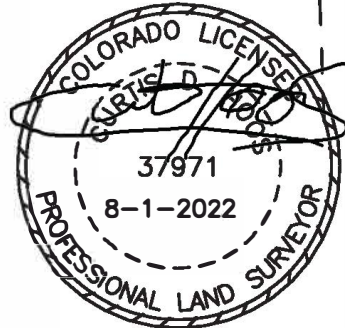
ASH PARK AND RECREATION DISTRICT - INITIAL DISTRICT BOUNDARY MAP

Part of the North 1/2 of Section 9 and the South 1/2 of Section 4,
Township 5 North, Range 65 West of the 6th P.M.,
County of Weld, State of Colorado.

Sheet 2 of 2



- LEGEND:
- ◆ = ALIQUOT MONUMENT, AS NOTED.
 - = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 37971.
 - = FOUND MONUMENT, AS NOTED.
 - (M) = AS MEASURED BY THIS SURVEY.
 - (R) = MEASUREMENT OF RECORD.



American West
Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestlls.com
SCALE 1" = 100' DRAWN BY: CDH CHECKED BY: MJH DATE: AUGUST 1, 2022
REVISIONS:
JOB NO: 21-463

EXHIBIT C-2

Future Inclusion Area Boundary Map

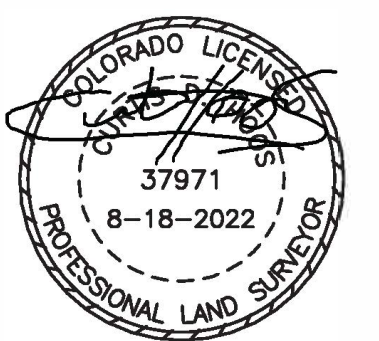
Part of the South 1/2 of Section 4 and the North 1/2 of Section 9,
Township 5 North, Range 65 West of the 6th P.M.,
County of Weld, State of Colorado

[illegible]

LINE	BEARING	DISTANCE (M)	DISTANCE (R)
L1	S00°30'31"W	348.69'	N/A
L2	S81°15'55"W	427.72'	427.7'
L3	S21°12'26"W	187.92'	187.54'
L4	S65°09'29"W	254.95'	255'
L5	N01°06'02"W	132.09'	131.77'
L6	N89°19'34"E	118.61'	119.4'
L7	S77°53'39"E	68.36'	68.53'
L8	S01°10'03"E	19.95'	20.00'



GRAPHIC SCALE 1"=200'



PO Box 129, Brighton, CO 80601 * P:303-656-1532 F:303-655-0575 * amwest@a.com			
SCALE 1" = 200'	DRAWN BY: CDH	CHECKED BY: MJH	DATE: AUGUST 18, 2022
REVISIONS:			
JOB NO: 22-284			

EXHIBIT C-3

Proof of Ownership and Consents

April 27, 2021

City of Greeley
1000 10th Street
Greeley, Colorado 80631

RE: Proposed Ash Park and Recreation District (the "District")

To Whom It May Concern:

Richmark Real Estate Partners, LLC is the owner ("Owner") of the property attached hereto as **Exhibit A**, which property constitutes a portion of the territory proposed for inclusion within the initial boundaries of the above referenced District. Please accept this letter as evidence of the Owner's consent to the organization of the District.

Sincerely,



By: Tyler Richardson
Its: Authorized Agent

EXHIBIT A

Unified Title Company of Northern Colorado, LLC
1275 58th Avenue, Unit C
Greeley, CO 80634
Phone: 970-356-3551
Fax: 970-356-2063

Transmittal Information

Date: 12/21/2020
File No: 21350UTG
Property Address: 1200 Ash Avenue, Greeley, CO 80631
Buyer\Borrower: Richmark Real Estate Partners LLC, a Colorado limited liability company
Seller:

For changes and updates please contact your Escrow officer(s):

Escrow Officer:	Title Officer:
Not Applicable	Melissa Scherer
Unified Title Company of Northern Colorado, LLC	Unified Title Company of Northern Colorado, LLC
1275 58th Avenue, Unit C	1275 58th Avenue, Unit C
Greeley, CO 80634	Greeley, CO 80634
Phone: 970-356-3551	Phone: 970-356-3551
Direct Phone:	Fax: 970-356-2063
Fax: 970-356-2063	Email: mscherer@unifiedtitle.com
Email:	

Escrow Processor:
Not Applicable
E-Mail:
Direct Phone:

Copies Sent to:

Customer:
Richmark Companies
5200 West 20th Street
Greeley, CO 80634
Phone: 970-415-8432 Fax:
Attn: Adam Frazier
DELIVERED VIA: E-MAIL

Buyer:
Richmark Real Estate Partners LLC, a Colorado
limited liability company

DELIVERED VIA: AGENT

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **December 15, 2020, 8:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>To Be Determined End</i>	\$	300.00
Total:	\$	<i>300.00</i>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Richmark Real Estate Partners LLC, a Colorado limited liability company

5. The land referred to in this Commitment is described as follows:
Lots 1 and 2, Ash 9-B Subdivision, a subdivision to the City of Greeley, County of Weld, State of Colorado.

For Informational Purposes Only: **1200 Ash Avenue, Greeley, CO 80631**

Countersigned
Unified Title Company of Northern Colorado, LLC

By: 

Melissa Scherer

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

Effective Date: December 15, 2020 at 8:00am

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded May 11, 2015 as [Reception No. 4106230](#).

Deed recorded November 19, 2014 as [Reception No. 4062644](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

Stewart Title Guaranty Company

Stewart Title Guaranty Company

SCHEDULE B, PART II Exceptions

Effective Date: December 15, 2020 at 8:00am

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms and conditions of Agreement concerning the joint ownership, use and operation of a well, pump and equipment recorded in [Book 1171 at Page 558](#).**
10. **Reservation of 1/2 of all oil, gas and other minerals in and under and that may be produced from said lands, together with the right of ingress and egress for the purpose of exploring for and removing the same, as reserved in Deed recorded in [Book 1493 at Page 265](#).**

11. Any portion of the land which lie within the Cache LaPoudre River and any claims of any party for any cause arising out of the location or change of location of Cache LaPoudre River and all rights, interests and easements of any riparian owners in and to said waterway, and the past, present and future bed banks and channels thereof.
12. An easement for right of way for pipeline and incidental purposes granted to The Great Western Sugar Company by the instrument recorded July 3, 1972 at [Reception No. 1592802](#) and Easement Vacation recorded August 6, 2007 at [Reception No. 3495117](#).
13. Oil and Gas Lease from The Western Sugar Company, Lessor and Conquest Oil Company, Lessee, recorded March 29, 1989 at [Reception No. 2174749](#).
14. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between The Western Sugar Company and the City of Greeley, Colorado recorded June 8, 1989 in Book 1234 at [Reception No. 2182039](#).
15. An easement for right of way for a permanent underground sewer pipeline and incidental purposes granted to City of Greeley by the instrument recorded June 8, 1989 at [Reception No. 2182040](#).
16. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between The Western Sugar Company and City of Greeley, Colorado recorded August 4, 1989 in Book 1239 at [Reception No. 2187326](#).
17. Oil and Gas Lease from The Western Sugar Company, Lessor and Conquest Oil Company, Lessee, recorded November 14, 1989 at [Reception No. 2197334](#).
18. An Oil and Gas Lease between The Valley National Bank and Conquest Oil Company, recorded November 30, 1989 in Book 1251 as [Reception No. 2200793](#), and any and all assignments thereof or interests therein.
19. An Oil and Gas Lease, from Western Sugar Company as Lessor(s) to Conquest Oil Company as Lessee(s), recorded June 8, 1990 at [Reception No. 2216464](#), and any and all assignments thereof or interests therein.
20. An Oil and Gas Lease, from Western Sugar Company as Lessor(s) to Conquest Oil Company as Lessee(s), recorded June 30, 1992 at [Reception No. 2293714](#), and any and all assignments thereof or interests therein.
21. An easement for right of way for the transmission, distribution, or both, of electricity and for the transmission of communication signals and incidental purposes granted to City of Greeley by the instrument recorded June 8, 1989 at [Reception No. 2182040](#).
22. Valve Site Contract between The Western Sugar Company and Duke Energy Field Services, Inc., recorded February 6, 1998 at [Reception No. 2593084](#).
23. All items affecting subject property as set forth on ALTA/ACSM Land Title Survey recorded September 28, 2006 at [Reception No. 3422974](#).
24. Terms, conditions, provisions, agreements and obligations specified under the Surface Use Agreement by and between Merit Energy Company and The Western Sugar Cooperative recorded January 5, 2007 at [Reception No. 3445779](#).
25. Minerals as reserved by Western Sugar Cooperative in Special Warranty Deed recorded August 6, 2007 at [Reception No. 3495123](#) and any and all assignments thereof or interests therein.

26. Terms, agreements, provisions, conditions, obligations and easements as contained in Agreement, recorded August 6, 2007 at [Reception No. 3495125](#).
27. Request for Notification of Pending Surface Development recorded by Merit Management Partners, I L.P., et al August 24, 2007 at [Reception No. 3499549](#).
28. Reservations made by Varra Companies, Inc., as described in deed recorded August 11, 2014 at [Reception No. 4037449](#), and any interests therein or rights thereunder.
29. All items as set forth on the ALTA/ACSM Land Title Survey prepared by Lamp Rynearson & Associates, dated July 8, 2014, Job Number 0214016.00-415 recorded July 11, 2014 at [Reception No. 4029774](#).
30. Terms, conditions, provisions and obligations of Surface Use Agreement, recorded July 2, 2015 at [Reception No. 4121303](#).
31. Terms, conditions, provisions and obligations of Joint Use and Production Matters Agreement as disclosed in Memorandum recorded June 21, 2016 at [Reception No. 4212926](#).
32. Request for Notification of Application for Development recorded July 12, 2016 at [Reception No. 4218393](#).
33. Easement(s) and rights of way including its terms and conditions for pipelines, electric power lines and data transmission lines and equipment as granted to XTR Midstream, LLC in instrument recorded April 11, 2017 at [Reception No. 4292977](#) and Assignment of Easement Interests recorded August 2, 2017 at [Reception No. 4323803](#) and Assignment of Easement Interests recorded July 11, 2019 at [Reception No. 4504910](#) and First Amendment to Right-of-Way Grant recorded June 2, 2020 at [Reception No. 4595233](#).
34. Easement(s) and rights of way including its terms and conditions for pipelines and equipment as granted to XTR Midstream, LLC in instrument recorded April 24, 2017 at [Reception No. 4296213](#).
35. Terms, agreements, provisions, conditions, obligations and easements as contained in Vehicular Access, Water Access and Power Line Easement Agreement, recorded August 9, 2018 at [Reception No. 4422136](#).
36. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Extraction Oil & Gas, Inc., as described in instrument recorded October 17, 2018 at [Reception No. 4439270](#).
37. Notes and easements as shown on plat of Ash 9-B Subdivision recorded November 19, 2018 at [Reception No. 4447481](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

April __, 2021

City of Greeley
1000 10th Street
Greeley, Colorado 80631

RE: Proposed Ash Park and Recreation District (the "Districts")

To Whom It May Concern:

Varra Compnies, Inc is the owner ("Owner") of the property attached hereto as **Exhibit A**, which property constitutes a portion of the territory proposed for inclusion within the initial boundaries of the above referenced District. Please accept this letter as evidence of the Owner's consent to the organization of the District.

Sincerely,

Garrett Varra
By: Garrett Varra
Its: President.

EXHIBIT A

1. The first part of the document is a list of the names of the people who were present at the meeting.

123

3495123 08/06/2007 09:05A Weld County, CO
1 of 6 R 31.00 D 100.00 Steve Moreno Clerk & Recorder

D.F. \$100.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1ST day of AUGUST, 2007, between The Western Sugar Cooperative, a Colorado cooperative corporation, whose address is 7555 East Hampden Avenue, Suite 600, Denver, CO 80231, Grantor, and Varra Companies, Inc., whose address is 8120 Gage Street, Frederick, CO 80516, Grantee. (The terms "Grantor" and "Grantee" include the respective heirs, successors, successors-in-title, legal representatives and assigns of the parties where the context requires or permits.)

Grantor, for and in consideration of the sum of One Million and no/100 Dollars (\$1,000,000.00) paid at and before the sealing and delivery of this instrument, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells and conveys to Grantee, all of Grantor's right, title and interest in all of that certain tract or parcel of land lying and being in Weld County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein, reserving for Grantor and Grantor's successors and assigns, however, all right, title and interest in oil, gas and hydrocarbons on, in and under the real property described in Exhibit A hereto, which reserved and excepted interest is subject to any valid, recorded oil, gas and other mineral lease or leases that cover this interest.

To have and to hold the property, together with all and singular the rights and appurtenances thereof, to the same belonging or in any way appertaining, for the use and benefit of Grantee in fee simple. This deed is made expressly subject to those title exceptions set forth in Exhibit B attached hereto and incorporated herein.

Subject only to the title matters set forth in Exhibit B hereto, Grantor will warrant and forever defend the right and title to the tract or parcel of land described above to the Grantee against the claims of all persons claiming by, through or under Grantor, and not otherwise.

IN WITNESS OF THE ABOVE, Grantor has signed, sealed and delivered this deed on the date written above.

The Western Sugar Cooperative, a Colorado
cooperative corporation

By: _____
Name: Gregory A. Huff
Title: Gregory A. Huff
V.P. of Finance & CFO

Return: Varra Companies
8120 Gage St.
Frederick, Co 80516



Security
Title

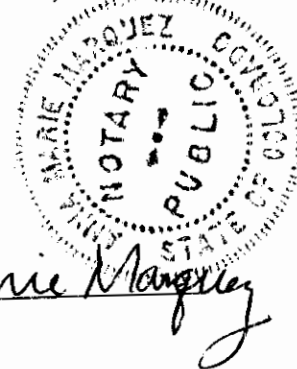
STATE OF COLORADO)
) ss.
COUNTY OF ~~WELD~~
DENVER)

3495123 08/06/2007 09:05A Weld County, CO
2 of 6 R 31.00 D 100.00 Steve Moreno Clerk & Recorder

The foregoing instrument was acknowledged before me this 1st day of August, 2007, by Gregory A. Huff, as VP of Finance & CFO of The Western Sugar Cooperative, a Colorado cooperative corporation.

WITNESS my hand and official seal.

My commission expires: My Commission Expires 07/14/2008



Marie Marquez
Notary Public



3495123 08/06/2007 09:05A Weld County, CO
3 of 6 R 31.00 D 100.00 Steve Moreno Clerk & Recorder

EXHIBIT A

The following Parcels of land lying East of Sugar Factory Road aka Ash Avenue to wit:

All of Lot 1 and all that part of Lots 2 and 3 of the Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, lying South and East of the centerline of the Cache LaPoudre River. EXCEPTING therefrom the South 20 feet of Lot 1 and the South 30 feet of Lots 2 and 3.

AND

All of Lots 4, 5 and 6 of the Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado.

AND

All of Lots 1, 2 and 3 and the North 361.05 feet of Lot 4 of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado.

EXCEPT that part of Lot 3 lying within the following described parcel: Part of Lots 3, 4 and 5 in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., according to the subdivision of lands by the Union Colony of Colorado, and being more particularly described as follows: Beginning at the Southwest corner of said Lot 4 and considering the West line of said Lot 4 to bear North 00°20'00" East, with all other bearings contained herein being relative thereto; thence North 00°20'00" East, 138.94 feet along the West line; thence South 89°40'00" East, 665.85 feet to the East line of said Lot 3; thence South 00°19'25" East, 131.77 feet to the Southeast corner of said Lot 3; thence South 89°26'02" West, 333.39 feet to the Northeast corner of said Lot 5; thence South 00°20'00" West, 3.50 feet; thence North 90°00'00" West, 334.02 feet; thence North 00°20' East, 3.50 feet to the Point of Beginning.

AND

All of Lots 1, 2, 3 and 4 of the Northwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado. EXCEPTING therefrom the South 20 feet of the West $\frac{1}{2}$ of Lot 2 and parcel of land from Lot 1 conveyed by deed recorded March 8, 1966 in Book 562 as Reception No. 1484113.

AND





3495123 08/06/2007 09:05A Weld County, CO
4 of 6 R 31.00 D 100.00 Steve Moreno Clerk & Recorder

Lots 1 and 2 of the Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ of Section 9, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado.

EXCEPTING therefrom that part of Lots 1 and 2 described as follows: Beginning at the Southwest corner of Lot 2 of the Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ of said Section 9; thence North 65°40' East, 255 feet; thence North 63°10' East, 646 feet; thence North 21°44' East, 187.54 feet; thence North 81°43' East, 427.7 feet to the East line of the West $\frac{1}{2}$ Northeast $\frac{1}{4}$; thence South along said East line of said West $\frac{1}{2}$ Northeast $\frac{1}{4}$, 629.06 feet to the Southeast corner of Lot 1 of the Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$ of said Section 9; thence West 1320 feet, more or less to the place of beginning,

AND

That part of Lot 3 of the Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$ of Section 4, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado, lying South and East of the Cache LaPoudre River.

AND

Lot 4 of the Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$ of Section 4, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado. EXCEPTING therefrom parcels conveyed to Ogilvy Irrigating and Land Company by deed recorded February 29, 1929 in Book 80 at Page 390.

AND

Lot 3 of the Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado.

AND

Lot 4 of the Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 65 West of the 6th P.M., in the City of Greeley, County of Weld, State of Colorado, according to the subdivision of lands by the Union Colony of Colorado. EXCEPTING therefrom parcels conveyed by deed recorded March 3, 1909 in Book 296 at Page 76 and Farr Farms Company recorded March 8, 1966 in Book 562 at Reception No. 1484113.

Also known by street address as: **Vacant Land, , CO**





3495123 08/06/2007 09:05A Weld County, CO
5 of 6 R 31.00 D 100.00 Steve Moreno Clerk & Recorder

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

1. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between The Western Sugar Company and the City of Greeley, Colorado recorded June 8, 1989 in Book 1234 at Reception No. 2182039.
2. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between The Western Sugar Company and City of Greeley, Colorado recorded August 4, 1989 in Book 1239 at Reception No. 2187326..
3. Terms and conditions of Agreement concerning the joint ownership, use and operation of a well, pump and equipment recorded in Book 1171 at Page 558.
4. Reservation of ½ of all oil, gas and other minerals in and under and that may be produced from said lands, together with the right of ingress and egress for the purpose of exploring for and removing the same, as reserved in Deed recorded in Book 1493 at Page 265. (N2 Lot 3, SE4 SW4 Sec. 4)
5. Any portion of the land which lie within the Cache LaPoudre River and any claims of any party for any cause arising out of the location or change of location of Cache LaPoudre River and all rights, interests and easements of any riparian owners in and to said waterway, and the past, present and future bed banks and channels thereof.
6. An Oil and Gas Lease, from Western Sugar Company as Lessor(s) to Conquest Oil Company as Lessee(s), recorded June 30, 1992 at Reception No. 02293714, and any and all assignments thereof or interests therein.
7. An Oil and Gas Lease, from Western Sugar Company as Lessor(s) to Conquest Oil Company as Lessee(s), recorded June 8, 1990 at Reception No. 2216464, and any and all assignments thereof or interests therein.
8. An easement for right of way for a permanent underground sewer pipeline and incidental purposes granted to City of Greeley by the instrument recorded June 8, 1989 at Reception No. 2182040.
9. An Oil and Gas Lease between The Valley National Bank and Conquest Oil Company, recorded November 30, 1989 in Book 1251 as Reception No. 2200793, and any and all assignments thereof or interests therein.
10. An easement for underground utility and transmission lines and incidental purposes granted to the City of Greeley in Agreement recorded March 29, 1999 at Reception No. 2683138.

11. Valve Site Contract between The Western Sugar Company and Duke Energy Field Services, Inc., recorded February 6, 1998 at Reception No. 2593084.
12. Oil and Gas Lease from The Western Sugar Company, Lessor and Conquest Oil Company, Lessee, recorded November 14, 1989 at Reception No. 2197334.
13. Oil and Gas Lease from The Western Sugar Company, Lessor and Conquest Oil Company, Lessee, recorded March 29, 1989 at Reception No. 2174749.
14. All items affecting subject property as set forth on ALTA/ACSM Land Title Survey, recorded September 28, 2006 at Reception No. 3422974.
15. Terms, conditions, provisions, agreements and obligations specified under the Surface Use Agreement by and between Merit Energy Company and The Western Sugar Cooperative recorded January 5, 2007 at Reception No. 3445779.
16. Oil, gas and hydrocarbons reserved by Grantor as provided in this deed.



3718932 09/16/2010 12:28P Weld County, CO
1 of 1 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

QUITCLAIM DEED

THIS DEED, made this 27 day of August, 2010

between

The Western Sugar Cooperative, A Colorado Cooperative Corporation

grantor(s), and

Varra Companies, Inc.

whose legal address is:

8120 Gage Street

Frederick, CO. 80516, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has/have remised, released, sold, conveyed and QUITCLAIMED, and by these presents does remise, release, sell, convey and QUITCLAIM unto the grantee(s), his/her heirs, successor and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) has/have in and to the property, if any, situate, lying and being in the County of Weld and the State of Colorado, described as follows:

A tract of land being a part of Lot 4 of the NW1/4 NE1/4 and a part of Lot 1 of the SW1/4 NE1/4 of Section 9, T. 5 N. R. 65 W. of the 6th P.M., according to the subdivision of lands by The Union Colony of Colorado, and being more particularly described as follows: Beginning at the Southeast corner of said Lot 1 in the SW1/4 NE1/4 of said Section 9, and considering the east line of said Lot 1 to bear north 00°09' east and with all other bearings contained herein relative thereto; thence north 00°09' east, 629.06 feet along the east line of said Lot 1 as to the true point of beginning; thence south 81°43' west, 427.7 feet; thence north 21°44' east, 177.46 feet; thence north 16°11' west, 118 feet; thence north 77°58' east, 400 feet; thence south 00°09' west, 299.94 feet to the true point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges attached thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his/her heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) has/have executed this deed on the date set forth above.

Michael C. Rodgers

V.P. of Finance & CFO

Western Sugar Cooperative

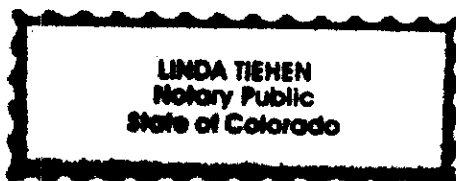
Grantor(s):

State of Colorado

County of Denver

The foregoing was acknowledged before me this 27 day of August, 2010 by: Michael C. Rodgers grantor(s).

My commission expires: 7-20-2011



Notary Public

EXHIBIT D

Capital Plan

Ash Park and Recreation District

Opinion of Probable Cost

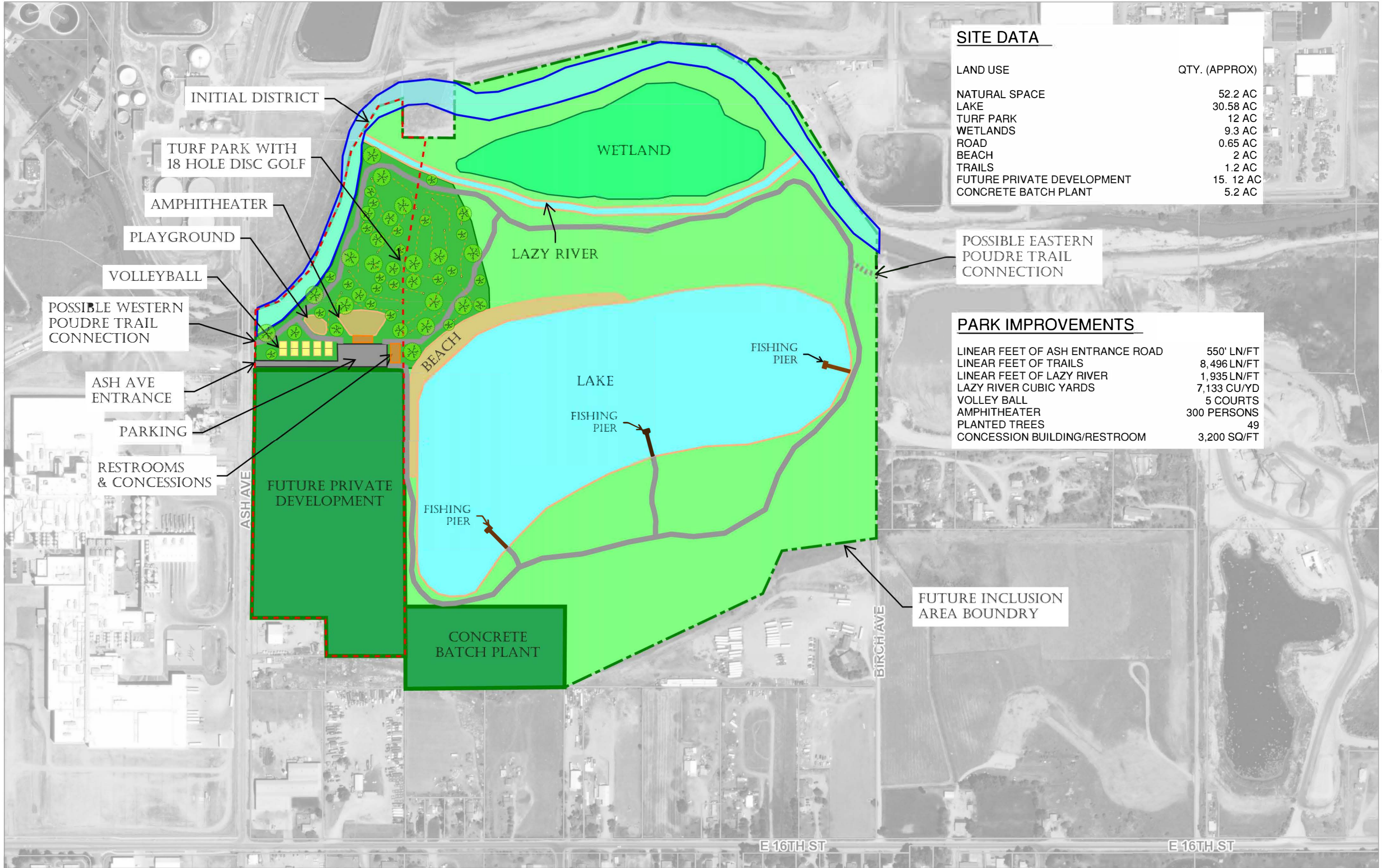
	Item	Quantity	Unit	Unit Cost \$	Cost \$
	Main Infrastructure				
1	Mobilization ⁽¹⁾	1	LS	\$ 21,278	\$21,278
2	Erosion Control ⁽¹⁾	32	AC	\$ 3,060	\$97,920
3	Clear & Grub ⁽¹⁾	32	AC	\$ 408	\$13,056
4	Earthwork (6" Cut to Fill in LOD) ⁽¹⁾	25,869	CY	\$ 5	\$131,932
5	Soil/Material Mining (Ponds) - To Developable Areas ⁽³⁾	132,434	CY	\$ 5	\$675,413
6	Import Fill ⁽³⁾	13,908	CY	\$ 15	\$212,792
7	Detailed Grading (6" Wetlands) ⁽³⁾	9,200	CY	\$ 5	\$46,920
8	Seeding (Native) ⁽³⁾	52.2	AC	\$ 357	\$18,635
9	Wetland Establishment ⁽³⁾	9.3	AC	\$ 15,300	\$142,290
10	Construction Staking ⁽¹⁾	1	LS	\$ 63,978	\$63,978
11	Ash Entrance Road ⁽²⁾	550	LF	\$ 255	\$140,250
12	Striping ⁽²⁾	550	LF	\$ 2	\$842
13	Poudre Trail Sidewalk (10' concrete w/ 4' gravel on side) ⁽¹⁾	8,496	LF	\$ 53	\$450,628
14	Fishing Piers ⁽³⁾	3	EA	\$ 25,500	\$76,500
15	Parking/Trailhead Areas ⁽²⁾	2,100	SY	\$ 46	\$96,390
16	Import Beach Sand ⁽³⁾	9,680	CY	\$ 174	\$1,684,320
17	Play Ground (Inclusive Design) ⁽²⁾	1	LS	\$ 468,358	\$468,358
18	Volley Ball Courts ⁽²⁾	6	Crts	\$ 14,700	\$88,200
19	Disk Golf Course ⁽¹⁾	1	LS	\$ 7,200	\$7,200
20	Trees (Various Types) ⁽¹⁾	49	Tree	\$ 1,950	\$95,550
21	Park Turf Grass/landscaping/ Irrigation ⁽¹⁾	522,720	SF	\$ 5.40	\$2,822,688
22	Amphitheatre ⁽²⁾	2,200	SF	\$ 327	\$719,400
23	Waterless Restroom / Concessions ⁽²⁾	3,200	SF	\$ 525	\$1,680,000
24	Lazy River (inclusive of clay lining/rocks/sand) ⁽¹⁾	7,133	CY	\$ 357	\$2,546,481
	Main Infrastructure Total				\$12,301,021
	Offsite Improvements				
1	Ash Avenue Turn Lane Improvements ⁽²⁾	250	LF	\$ 355	\$88,750
	Offsite Infrastructure Total				\$88,750
Total Uses⁽⁴⁾					\$12,389,771

Footnotes:

1. A portion of these costs are in both the initial district boundary and the future inclusion area.
2. These costs are 100% in the initial district boundary.
3. These costs are 100% in the future inclusion area.
4. Of the total uses \$5,864,192 can be attributed to the initial district boundary with the remainder (\$6,525,579) being used toward the improvements in the future inclusion area.

EXHIBIT E

Map Depicting Public Improvements



SITE DATA

LAND USE	QTY. (APPROX)
NATURAL SPACE	52.2 AC
LAKE	30.58 AC
TURF PARK	12 AC
WETLANDS	9.3 AC
ROAD	0.65 AC
BEACH	2 AC
TRAILS	1.2 AC
FUTURE PRIVATE DEVELOPMENT	15.12 AC
CONCRETE BATCH PLANT	5.2 AC

PARK IMPROVEMENTS

LINEAR FEET OF ASH ENTRANCE ROAD	550' LN/FT
LINEAR FEET OF TRAILS	8,496 LN/FT
LINEAR FEET OF LAZY RIVER	1,935 LN/FT
LAZY RIVER CUBIC YARDS	7,133 CU/YD
VOLLEY BALL	5 COURTS
AMPHITHEATER	300 PERSONS
PLANTED TREES	49
CONCESSION BUILDING/RESTROOM	3,200 SQ/FT

EXHIBIT F
Financial Plan

Ash Park and Recreation District

FINANCIAL PLAN (60 Mill District Total Revenue)

Production Year	ASH Gross Oil Production	Price Per Bbl.	ASH Gross Oil Revenues	ASH Gross Gas Production	Price Per Mcf	ASH Gross Gas Revenues	ASH Gross NGL Production	Price Per Bbl.	ASH Gross NGL Revenues	ASH Total Gross Revenues	Assessed Value in Collection (2 Year Lag) 87.5%	Mill Levy	Mill Levy Collections	County Treasurer Fee	Annual Trustee Fee	Total Revenue													
2019	-	\$	54.00	\$	-	\$	1.00	\$	-	\$	3.25	\$	-	\$	\$0	\$0	\$0												
2020	1,971,820	\$	21.00	\$	41,408,213	\$	10,699,749	\$	1,176,972	\$	2.03	\$	2,389,254	\$	54,497,216	\$	\$0												
2021	1,055,620	\$	65.00	\$	68,615,300	\$	5,616,600	\$	1.15	\$	6,459,090	\$	601,763	\$	5.02	\$	3,020,848	\$	78,095,238	\$	-	\$0							
2022	583,490	\$	90.00	\$	52,514,100	\$	3,607,338	\$	1.04	\$	3,751,631	\$	386,513	\$	4.86	\$	1,878,451	\$	58,144,182	\$	47,685,064	60.00	\$2,861,104	-\$42,917	-\$4,000	\$2,814,187			
2023	393,740	\$	65.00	\$	25,593,100	\$	2,613,300	\$	0.92	\$	2,404,236	\$	280,013	\$	4.76	\$	1,332,860	\$	29,330,196	\$	68,333,333	60.00	\$4,100,000	-\$61,500	-\$4,000	\$4,034,500			
2024	293,450	\$	64.00	\$	18,780,800	\$	2,031,250	\$	0.93	\$	1,889,063	\$	217,650	\$	4.69	\$	1,020,779	\$	21,690,641	\$	50,876,159	60.00	\$3,052,570	-\$45,789	-\$4,000	\$3,002,781			
2025	230,540	\$	63.00	\$	14,524,020	\$	1,640,950	\$	0.93	\$	1,526,084	\$	175,838	\$	4.70	\$	826,436	\$	16,876,540	\$	25,663,921	60.00	\$1,539,835	-\$23,098	-\$4,000	\$1,512,738			
2026	188,890	\$	62.00	\$	11,711,180	\$	1,371,438	\$	0.93	\$	1,275,437	\$	146,963	\$	4.70	\$	690,724	\$	13,677,341	\$	18,979,311	60.00	\$1,138,759	-\$17,081	-\$4,000	\$1,117,677			
2027	159,130	\$	55.00	\$	8,752,150	\$	1,172,763	\$	0.93	\$	1,090,669	\$	125,675	\$	4.70	\$	590,673	\$	10,433,492	\$	14,766,972	60.00	\$886,018	-\$13,290	-\$4,000	\$868,728			
2028	137,260	\$	55.00	\$	7,549,300	\$	1,023,413	\$	0.93	\$	951,774	\$	109,663	\$	4.70	\$	515,414	\$	9,016,487	\$	11,967,673	60.00	\$718,060	-\$10,771	-\$4,000	\$703,289			
2029	119,700	\$	55.00	\$	6,583,500	\$	900,838	\$	0.93	\$	837,779	\$	96,538	\$	4.70	\$	453,726	\$	7,875,005	\$	9,129,305	60.00	\$547,758	-\$8,216	-\$4,000	\$535,542			
2030	106,080	\$	55.00	\$	5,834,400	\$	804,450	\$	0.93	\$	748,139	\$	86,200	\$	4.70	\$	405,140	\$	6,987,679	\$	7,889,426	60.00	\$473,366	-\$7,100	-\$4,000	\$462,265			
2031	95,030	\$	55.00	\$	5,226,650	\$	725,238	\$	0.93	\$	674,471	\$	77,713	\$	4.70	\$	365,249	\$	6,266,370	\$	6,890,629	60.00	\$413,438	-\$6,202	-\$4,000	\$403,236			
2032	86,120	\$	55.00	\$	4,736,600	\$	656,938	\$	0.93	\$	610,952	\$	70,800	\$	4.70	\$	332,760	\$	5,680,312	\$	6,114,219	60.00	\$366,853	-\$5,503	-\$4,000	\$357,350			
2033	78,190	\$	55.00	\$	4,300,450	\$	602,525	\$	0.93	\$	560,348	\$	41,320	\$	4.70	\$	194,204	\$	5,055,002	\$	5,483,073	60.00	\$328,984	-\$4,935	-\$4,000	\$320,050			
2034	71,630	\$	55.00	\$	3,939,650	\$	553,675	\$	0.93	\$	514,918	\$	59,338	\$	4.70	\$	278,886	\$	4,733,454	\$	4,970,273	60.00	\$298,216	-\$4,473	-\$4,000	\$289,743			
2035	65,880	\$	55.00	\$	3,623,400	\$	509,400	\$	0.93	\$	473,742	\$	54,588	\$	4.70	\$	256,561	\$	4,353,703	\$	4,423,127	60.00	\$265,388	-\$3,981	-\$4,000	\$257,407			
2036	60,610	\$	55.00	\$	3,333,550	\$	468,648	\$	0.93	\$	435,843	\$	50,766	\$	4.70	\$	238,602	\$	4,007,995	\$	4,141,772	60.00	\$248,506	-\$3,728	-\$4,000	\$240,779			
2037	55,761	\$	55.00	\$	3,066,846	\$	431,156	\$	0.93	\$	400,975	\$	47,213	\$	4.70	\$	221,900	\$	3,689,721	\$	3,809,490	60.00	\$228,569	-\$3,429	-\$4,000	\$221,141			
2038	51,300	\$	55.00	\$	2,821,498	\$	396,664	\$	0.93	\$	368,897	\$	43,908	\$	4.70	\$	206,367	\$	3,396,762	\$	3,506,995	60.00	\$210,420	-\$3,156	-\$4,000	\$203,263			
2039	47,196	\$	55.00	\$	2,595,778	\$	364,931	\$	0.93	\$	339,385	\$	40,834	\$	4.70	\$	191,921	\$	3,127,085	\$	3,228,506	60.00	\$193,710	-\$2,906	-\$4,000	\$186,805			
2040	43,420	\$	55.00	\$	2,388,116	\$	335,736	\$	0.93	\$	312,235	\$	37,976	\$	4.70	\$	178,487	\$	2,878,837	\$	2,972,167	60.00	\$178,330	-\$2,675	-\$4,000	\$171,655			
2041	39,947	\$	55.00	\$	2,197,067	\$	308,877	\$	0.93	\$	287,256	\$	35,318	\$	4.70	\$	165,993	\$	2,650,315	\$	2,736,199	60.00	\$164,172	-\$2,463	-\$4,000	\$157,709			
2042	36,751	\$	55.00	\$	2,021,301	\$	284,167	\$	0.93	\$	264,275	\$	32,845	\$	4.70	\$	154,373	\$	2,439,950	\$	2,518,983	60.00	\$151,139	-\$2,267	-\$4,000	\$144,872			
2043	33,811	\$	55.00	\$	1,859,597	\$	261,434	\$	0.93	\$	243,133	\$	30,546	\$	4.70	\$	143,567	\$	2,246,298	\$	2,319,026	60.00	\$139,142	-\$2,087	-\$4,000	\$133,054			
2044	31,106	\$	55.00	\$	1,710,829	\$	240,519	\$	0.93	\$	223,683	\$	28,408	\$	4.70	\$	133,517	\$	2,068,029	\$	2,134,956	60.00	\$128,097	-\$1,921	-\$4,000	\$122,176			
2045	29,539	\$	55.00	\$	1,624,645	\$	201,443	\$	0.93	\$	187,342	\$	27,965	\$	4.70	\$	131,437	\$	1,943,425	\$	1,965,510	60.00	\$117,931	-\$1,769	-\$4,000	\$112,162			
2046																		\$	1,809,526	\$	1,809,526	60.00	\$108,572	-\$1,629	-\$4,000	\$102,943			
2047																		\$	1,700,497	\$	1,700,497	60.00	\$102,030	-\$1,530	-\$4,000	\$96,499			
Total	6,066,010	\$	50.66	\$	307,312,041	\$	37,823,437	\$	0.99	\$	37,531,105	\$	4,083,322	\$	4.00	\$	16,318,127	\$	361,161,273	\$	316,016,114	\$	18,960,967	\$	(284,415)	\$	(104,000)	\$	18,572,552

Ash Park and Recreation District

Financial Plan (Cap Expenditure and Opex)

Production Year	Total Revenue	Park Development Cape Ex	District Opex (2% Annual Growth)	Contribution to City Opex	District Cash Balance After Opex
2019	\$ -	\$ -	\$ -	\$ -	\$ -
2020	\$ -	\$ -	\$ -	\$ -	\$ -
2021	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ 2,814,187	\$ -	\$ -	\$ -	\$ 2,814,187
2023	\$ 4,034,500	\$ -	\$ -	\$ -	\$ 6,848,687
2024	\$ 3,002,781	\$ (5,606,371)	\$ -	\$ -	\$ 4,245,097
2025	\$ 1,512,738	\$ (3,128,417)	\$ -	\$ -	\$ 2,629,418
2026	\$ 1,117,677	\$ (1,889,440)	\$ (90,000)	\$ (350,409)	\$ 1,417,246
2027	\$ 868,728	\$ (1,765,542)	\$ (91,800)	\$ (357,417)	\$ 71,215
2028	\$ 703,289	\$ -	\$ (93,636)	\$ (364,566)	\$ 316,303
2029	\$ 535,542	\$ -	\$ (95,509)	\$ (371,857)	\$ 384,479
2030	\$ 462,265	\$ -	\$ (97,419)	\$ (379,294)	\$ 370,031
2031	\$ 403,236	\$ -	\$ (99,367)	\$ (386,880)	\$ 287,020
2032	\$ 357,350	\$ -	\$ (101,355)	\$ (363,016)	\$ 180,000
2033	\$ 320,050	\$ -	\$ (103,382)	\$ (216,668)	\$ 180,000
2034	\$ 289,743	\$ -	\$ (105,449)	\$ (184,294)	\$ 180,000
2035	\$ 257,407	\$ -	\$ (107,558)	\$ (149,848)	\$ 180,000
2036	\$ 240,779	\$ -	\$ (109,709)	\$ (131,069)	\$ 180,000
2037	\$ 221,141	\$ -	\$ (111,904)	\$ (109,237)	\$ 180,000
2038	\$ 203,263	\$ -	\$ (114,142)	\$ (89,122)	\$ 180,000
2039	\$ 186,805	\$ -	\$ (116,425)	\$ (70,380)	\$ 180,000
2040	\$ 171,655	\$ -	\$ (118,753)	\$ (52,902)	\$ 180,000
2041	\$ 157,709	\$ -	\$ (121,128)	\$ (36,581)	\$ 180,000
2042	\$ 144,872	\$ -	\$ (123,551)	\$ (21,321)	\$ 180,000
2043	\$ 133,054	\$ -	\$ (126,022)	\$ (7,033)	\$ 180,000
2044	\$ 122,176	\$ -	\$ (128,542)	\$ -	\$ 173,634
2045	\$ 112,162	\$ -	\$ (131,113)	\$ -	\$ 154,682
2046	\$ 102,943	\$ -	\$ (133,735)	\$ -	\$ 123,890
2047	\$ 96,499	\$ -	\$ (136,410)	\$ -	\$ 83,979
Total	\$ 18,572,552	\$ (12,389,771)	\$ (2,456,909)	\$ (3,641,894)	

Ash Park and Recreation District**Opinion of City Maintained Land Opex Costs**

Maintenance Area	Take Off	Quantity	\$/Quantity	Annual Maintenance Cost
Trails	8,496 LF	1.61 Miles	\$ 1,000	\$ 1,609
Park ⁽¹⁾	12.00 AC	12.00 AC	\$ 10,000	\$ 120,000
Beach	2.00 AC	2.00 AC	\$ 10,000	\$ 20,000
Natural Space ⁽²⁾	52.20 AC	52.20 AC	\$ 4,000	\$ 208,800
Total/Annual				\$ 350,409

Footnotes:

- 1 Assumes trailheads, parking and fishing docks are included in Park costs.
- 2 Includes Poudre River, and Lazy river in total acreage.

Ash Park and Recreation District

Financial Plan (Cost of Maintenance to City)

Production Year	Contribution From District	City Opex (2% Growth)	City Out of Pocket
2019	\$ -	\$ -	\$ -
2020	\$ -	\$ -	\$ -
2021	\$ -	\$ -	\$ -
2022	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -
2026	\$ 350,409	\$ (350,409)	\$ (0)
2027	\$ 357,417	\$ (357,417)	\$ (0)
2028	\$ 364,566	\$ (364,566)	\$ (0)
2029	\$ 371,857	\$ (371,857)	\$ (0)
2030	\$ 379,294	\$ (379,294)	\$ (0)
2031	\$ 386,880	\$ (386,880)	\$ (0)
2032	\$ 363,016	\$ (394,618)	\$ (31,602)
2033	\$ 216,668	\$ (402,510)	\$ (185,842)
2034	\$ 184,294	\$ (410,560)	\$ (226,266)
2035	\$ 149,848	\$ (418,771)	\$ (268,923)
2036	\$ 131,069	\$ (427,147)	\$ (296,077)
2037	\$ 109,237	\$ (435,690)	\$ (326,452)
2038	\$ 89,122	\$ (444,403)	\$ (355,282)
2039	\$ 70,380	\$ (453,292)	\$ (382,911)
2040	\$ 52,902	\$ (462,357)	\$ (409,455)
2041	\$ 36,581	\$ (471,605)	\$ (435,023)
2042	\$ 21,321	\$ (481,037)	\$ (459,715)
2043	\$ 7,033	\$ (490,657)	\$ (483,625)
2044	\$ -	\$ (500,470)	\$ (500,470)
2045	\$ -	\$ (510,480)	\$ (510,480)
2046	\$ -	\$ (520,689)	\$ (520,689)
2047	\$ -	\$ (531,103)	\$ (531,103)
Total	\$ 3,641,894	\$ (9,565,812)	\$ (5,923,918)

EXHIBIT G

Indemnification Letters

1. Developer's Letter
{date – on or after date of Service Plan approval} City of Greeley
1000 10th Street
Greeley, CO 80631

RE: Ash Park and Recreation District

To the City Council:

This Indemnification Letter (the “**Letter**”) is delivered by the undersigned (the “**Developer**”) in connection with the review by the City of Greeley (the “**City**”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “**Service Plan**”) for the Ash Park and Recreation (the “**District**”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the City as follows:

1. Developer hereby waives and releases any present or future claims it might have against the City or the City's elected or appointed officers, employees, agents, contractors or insurers (the “**Released Persons**”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the City's option to pay the attorneys' fees and expenses for counsel of the City's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the disclosure requirements as set forth Section IX of the Service Plan, acknowledges the City's right to modify the required disclosures, and waives and releases the City from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

Developer

2. District's Letter
{date – date of organizational meeting} City of Greeley
1000 10th Street
Greeley, CO 80631

RE: Ash Park and Recreation District

To the City Council:

This Indemnification Letter (the “**Letter**”) is delivered by the Ash Park and Recreation District (the “**District**”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “**Service Plan**”) for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the City as follows:

1. The District hereby waives and releases any present or future claims it might have against the City or the City's elected or appointed officers, employees, agents, contractors or insurers (the “**Released Persons**”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, Richmark Real Estate Partners, LLC and assigns (the “**Developer**”), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the City's option to pay the attorneys' fees and expenses for counsel of the City's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the City waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24 10 101, et seq., C.R.S., as from time to time amended, or otherwise available to the City, the District, its officers, or its employees.

3. The District hereby consents to the disclosure requirements as set forth Section IX of the Service Plan, acknowledges the City's right to modify the required disclosures, and waives and releases the City from any claims the District might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Ash Park and Recreation District

By: _

President

Attest:

Secretary

EXHIBIT H

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF GREELEY, COLORADO AND
ASH PARK AND RECREATION DISTRICT**

THIS AGREEMENT is made and entered into as of this [] day of [____], [____], by and between the **CITY OF GREELEY, COLORADO**, a home-rule municipal corporation of the State of Colorado (“City”), and **ASH PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on [], 20[_____] (“**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

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

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

COVENANTS AND AGREEMENTS

1. Service Plan. The District will not take any action, including, without limitation, the issuance of any obligations or the imposition of any tax, which would constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S. Actions of the District which constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S., shall be a default hereunder, and shall entitle the City to protect and enforce its rights hereunder by such suit, action, or special proceedings as the City shall deem appropriate, including, without limitation, an action for specific performance or damages. It is intended that the remedies hereof shall be in addition to any remedies the City may have or actions the City may bring under §32-1-207, C.R.S., or any other applicable statute. The District shall have sixty (60) days to provide the City with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the City or to commence to cure such Material Departure. If District is diligently pursuing the cure of such Material Departure, the City shall not take any action to enjoin the District. In the event the District fails to complete the cure or take any action to cure the Material Departure, the City may impose any sanctions allowed by municipal code or statute. Nothing herein is intended to modify or prevent the use of the provisions of §32-1-207(3)(b), C.R.S.

2. Notices. All notices, demands, requests or other communications to be sent by one

party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Ash Park and Recreation District
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Zachary P. White. Esq.
Phone: 303-858-1800
Email: zwhite@wbapc.com

To the City:

[_____]
[_____
[_____
Attention: [_____] Phone: [_____] Fax: [_____]

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

5. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

6. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

8. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Integration. 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.

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

11. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. Counterparts. 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.

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

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

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be duly executed to be effective as of the day first above written.

**ASH PARK AND RECREATION
DISTRICT**

By: _

President

Attest:

Secretary

CITY OF GREELEY, COLORADO

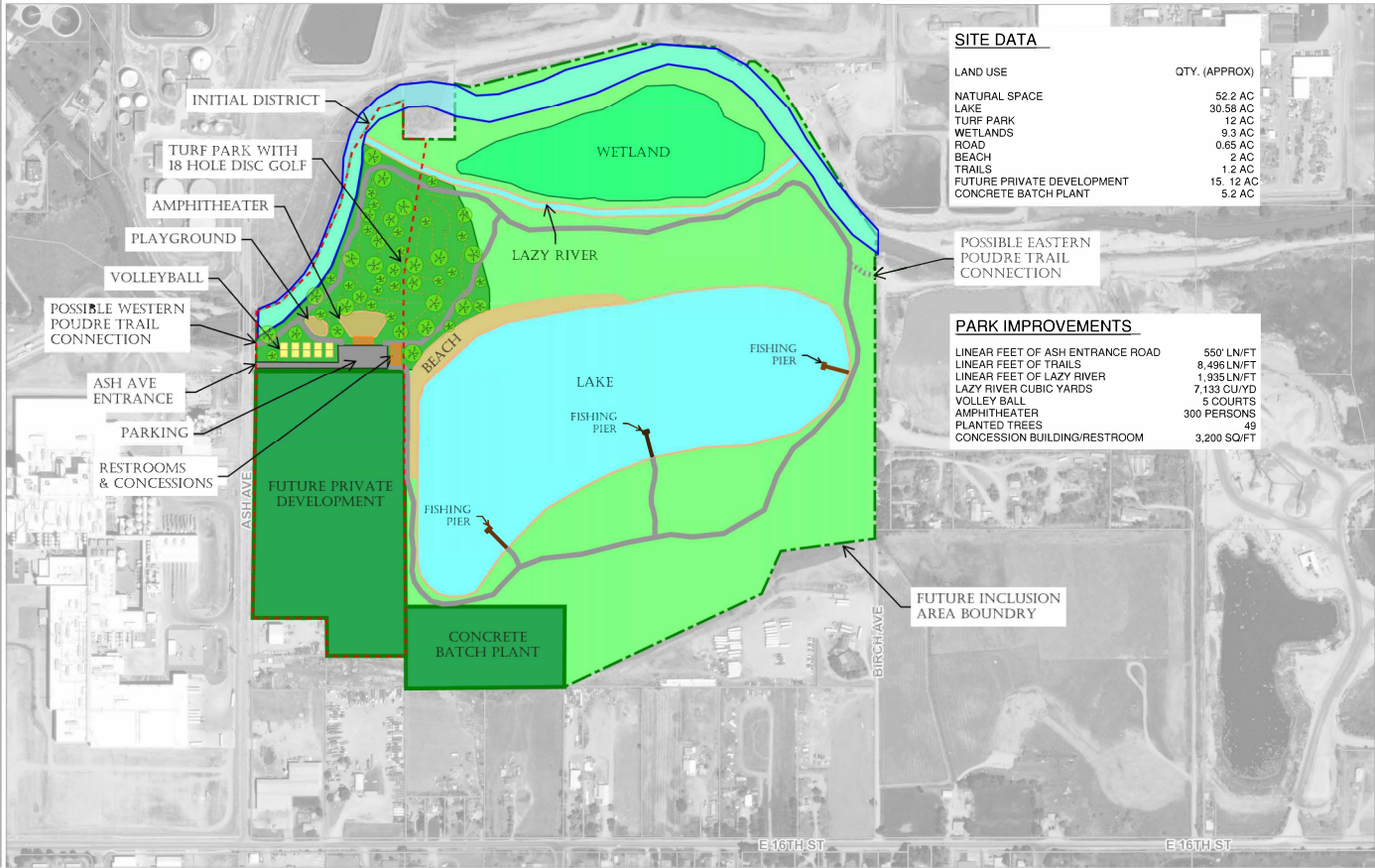
By: _

Attest:

By: _

Its: _

APPROVED AS TO FORM:



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF GREELEY, COLORADO AND
ASH PARK AND RECREATION DISTRICT**

THIS **AGREEMENT** is made and entered into as of this [] day of [____], [____], by and between the **CITY OF GREELEY, COLORADO**, a home-rule municipal corporation of the State of Colorado (“**City**”), and **ASH PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on [], 20[_____] (“**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

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

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2. Notices. All notices, demands, requests or other communications to be sent by one

To the District: Ash Park and Recreation District
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Zachary P. White. Esq.
Phone: 303-858-1800
Email: zwhite@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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6. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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9. Integration. 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.

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

11. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. Counterparts. 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.

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IN WITNESS WHEREOF, the District and the City have caused this Agreement to be duly executed to be effective as of the day first above written.

**ASH PARK AND RECREATION
DISTRICT**

By: _

President

Attest:

Secretary

CITY OF GREELEY, COLORADO

By: _

Attest:

By: _

Its: _

APPROVED AS TO FORM:
