#### SERVICE PLAN

#### **FOR**

#### LAKOTA POINTE METROPOLITAN DISTRICT

## Prepared by

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Div of Local Government

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#### I. INTRODUCTION

#### Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan. 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 and taxpayers of the District. The proposed District is anticipated to include residential development.

The primary purpose of the District will be to finance the construction of these Public Improvements and to provide for the operation and maintenance of Public Improvements that are not dedicated to, accepted by, or otherwise conveyed to the Town or another public entity. The District will impose and collect a tax mill levy and/or fees and may use other legally available revenues to pay debt service costs and operation and maintenance expenses incurred for Public Improvements until such obligations are discharged.

The District will be permitted to exercise its statutory powers and authority as set forth herein to plan, design, acquire, construct, install, relocate, redevelop, finance, operate, and maintain the Public Improvements either directly or by contract. Where appropriate, the District will contract with various public and/or private entities to undertake such functions. To the extent practicable, the District may enter into additional intergovernmental or private agreements to better ensure long-term provision of the Public Improvements.

#### B. Need for the District.

There are currently no other governmental entities, including the Town, 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, financing, operation, or maintenance 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 a more economically efficient manner.

#### C. Objective of the Town Regarding District's Service Plans.

The Town'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, financing, operations, and maintenance of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues. Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy and/or repaid by fees and other legally available revenues of the District as may be necessary. Debt which is issued within these parameters and, as further described in the Financial Plan, is intended to help insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and financial constraints within which the District will operate. The primary purpose of the District is to provide for the Public Improvements associated with the Project and provide for regional needs necessitated by the Project. Operational activities are allowed to be undertaken by the District for all Public Improvements that are not dedicated to, accepted by, or otherwise conveyed to the Town or another public entity. It is currently anticipated that the District may operate an entrance security gate and function, a maintenance equipment storage facility, open space, and streets and trails within the Service Area. The District may fund operations and maintenance activities from legally available revenues, including, but not limited to, mill levy revenues and fees.

The Town shall have and will exercise sole and exclusive jurisdiction over land use and building, e.g. zoning, subdivision, building permit, and decisions affecting development of property within the boundaries of the District. Construction of all Public Improvements shall be subject to applicable ordinances, codes, and regulations of the Town.

#### II. <u>DEFINITIONS</u>

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

Approved Development Plan: means an approved Master Development Plan or administrative site plan that identifies, among other things, Public Improvements, as shown on civil construction drawings, necessary for development of the property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the board of directors of the District.

<u>Debt</u>: means principal on general obligation bonds, notes, contracts, agreements, certificates of indebtedness, interim certificates or receipts, or other documents or instruments evidencing loans or advances to the District which the District has promised to repay via the imposition and collection of an ad valorem property tax mill levy.

<u>Debt Cap</u>: means the maximum amount of Debt payable from ad valorem property taxes that the District may issue pursuant to Section V.A.3 hereof. Debt that is issued to pay, defease, or refund previously issued Debt shall not be counted against the Debt Cap.

<u>Developer</u>: means Lakota Land Group, Ltd, a Colorado corporation.

District: means Lakota Pointe Metropolitan District.

<u>District Boundaries</u>: means the initial boundaries of the District as described in legal descriptions in **Exhibit A** and as depicted in the map in **Exhibit B**.

Financial Plan: has the meaning ascribed to it in Section VI.A below.

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

<u>Project</u>: means the development or property currently referred to as Lakota Pointe. It is possible the name of the development will change as development progresses.

<u>Public Improvements</u>: means a part or all of the improvements and facilities authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, financed, operated, and maintained 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.

<u>Service Area</u>: means the property within the District Boundaries. Notwithstanding the definition of "Service Area," the District shall have authorization to provide Public Improvements both within and without the District's boundaries.

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

<u>Service Plan Amendment</u>: means an amendment to the Service Plan approved by Town Council in accordance with applicable Town ordinances and state law.

Special District Act: means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Winter Park, Colorado.

Town Code: means the Town Code of the Town of Winter Park, Colorado.

Town Council: means the Town Council of the Town of Winter Park, Colorado.

<u>Town IGA</u>: means the intergovernmental agreement between and among the Town and the District described in Section XI.A below.

#### III. BOUNDARIES

The area of the District Boundaries includes approximately 50.865 acres. A legal description of the District Boundaries for the District is attached hereto as **Exhibit A**. A map of the District Boundaries is also attached hereto as **Exhibit B**.

Due to the long-term nature of the Project, and the potential need to respond to development patterns, the pace of growth, and to accommodate future financing dynamics, adjustments to the District Boundaries may be necessary or appropriate from time to time. The inclusion of additional property located within the Town and the furnishing of services outside of the Service Area of the District shall be subject to the approval of the Town, which approval shall not be unreasonably withheld, delayed, or conditioned. In no event shall the District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion.

# IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area currently consists of approximately 50.865 acres of land. The current assessed valuation of the Service Area is seven hundred ten dollars (\$710) for purposes of this Service Plan and, at build out in 2062, is expected to be approximately eighteen million one hundred fourteen thousand seven hundred thirty-two dollars (\$18,114,732), which amount is expected to be sufficient to reasonably discharge the Debt. The population of the District at build-out is estimated to be approximately three hundred fifty-eight (358) people.

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

#### V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

#### A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, other applicable statutes, common law, and the Constitution of the State of Colorado, as the same currently exist and as may be amended from time to time in the future, subject to the limitations set forth herein.

- 1. Fire Protection Limitation. The District shall not be authorized, without the prior consent of East Grand Fire Protection District No. 4, to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town and East Grand Fire Protection District No. 4. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.
- 2. <u>Construction Standards Limitation</u>. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the applicable permits for construction and installation of Public Improvements prior to performing such work.
- 3. <u>Debt Cap Limitation</u>. The District shall not issue Debt in excess of eight million dollars (\$8,000,000) without Town approval.
- 4. <u>Service Plan Amendment Requirement</u>. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and 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. The proposed District will be an independent unit of local government, separate and distinct from the Town, and the District's activities are subject to review by the Town insofar as they may deviate in a material manner from the requirements of this Service Plan. A material modification of this Service Plan shall be deemed to exist in accordance with the provisions of Section 32-1-207(2), C.R.S., and shall specifically include, but not be limited to the following events: (1) issuance of Debt in excess of eight million dollars (\$8,000,000); (2) the imposition of a debt service mill levy in excess of the Maximum Debt Mill Levy; (3) providing services over and above the authorization provided herein; and (4) a violation of any of the terms and conditions in Section V.A.1 to V.A.7 herein. Any and all material modifications shall be undertaken in accordance with the provisions of Title 32, C.R.S., and shall require a Service Plan Amendment.

- 5. Operations and Maintenance Limitation. All Public Improvements which are not conveyed to and accepted by the Town or some other public entity shall be subject to the ordinances, codes, and regulations of the Town but shall be owned, operated, maintained, repaired, and replaced by the District. They shall be public facilities and shall be generally available for use by the public at large. All Public Improvements shall be fully accessible by and available to duly authorized representatives of the Town, including police and building/zoning officials, and to providers of fire, ambulance, and other health and emergency services.
- 6. <u>Conservation Trust Fund Limitation</u>. The District shall not apply for or claim any entitlement to Conservation Trust Fund money for which the Town is eligible to apply through the Colorado Department of Local Affairs.
- 7. Overlap Consent. The District shall not be authorized, without the prior consent of Winter Park Water and Sanitation District, to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain water or sewer facilities and services. The District intends to construct water and sewer infrastructure and related improvements within the District that will ultimately be dedicated to Winter Park Water and Sanitation District, but the District does not intend to provide ongoing water or sewer services at this time. In accordance with Section 32-1-107, C.R.S., the District shall obtain Winter Park Water and Sanitation District's consent prior to acquiring, constructing, installing, and financing any such water and sewer infrastructure and related improvements.

#### B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, maintenance, and operation of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, financed, operated, or maintained was prepared based upon a preliminary

engineering survey and estimates derived from the zoning on the property in the Service Area. Total public infrastructure costs have been estimated at approximately six million seven hundred forty-four thousand nine hundred sixty eight dollars (\$6,744,968). A plan depicting the anticipated Public Improvements is contained in Exhibit C attached hereto.

A schedule of the estimated costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, and operated is contained in **Exhibit D** attached hereto. The District shall be permitted to allocate costs among such categories of the Public Improvements as deemed necessary in the Board's discretion.

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, Town requirements, and construction scheduling may require, and are subject to final determination by the Board, acting in the best interests of their respective residents, property owners, and taxpayers. All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, or federal requirements.

#### VI. FINANCIAL PLAN

#### A. General.

The financial plan attached hereto as **Exhibit E** ("Financial Plan") shows one example of how the proposed Public Improvements and/or operation and maintenance services may be financed, including the estimated costs, if any, of acquiring land, engineering services, legal services, administrative services, proposed indebtedness, estimated interest rates and discounts, and other major expenses related to the organization and operation of the District, and demonstrates one method which might be used by the District to finance the cost of infrastructure. The Financial Plan demonstrates that the District has the ability to finance the proposed Public Improvements. At the time Debt is proposed to be issued, alternative financing plans may be employed and utilized by the District as long as such alternative financing plan does not result in any material economic deviation or change in the risk to property owners. In accordance with Section 32-1-202(2)(b), C.R.S., the Board will notify the Town Council of any alteration or revision of the proposed schedule of Debt issuance set forth in the Financial Plan prior to any Debt issuance.

The Debt that the District shall be permitted to issue shall not exceed eight million dollars (\$8,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the District's needs and shall be phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and fees to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

Debt may be restructured to accomplish a refunding or reissuance, provided the principal amount of Debt does not exceed the Debt Cap. Debt which has been refunded shall not count against the Debt Cap, so as to avoid the "double-counting" of any Debt. Any Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101(6), C.R.S. and Section 11-59-106, C.R.S., as amended.

#### B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

#### C. Maximum Debt Mill Levy.

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

- 1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2020, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2020, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.
- 2. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.
- 3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

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

#### D. <u>Debt Repayment Sources</u>.

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

#### E. Security for Debt.

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

#### F. TABOR Compliance.

The District will comply with the provisions of TABOR, Article X, Section 20 of the Colorado Constitution. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct, and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

#### G. District's Formation and First-Year Operating Costs.

The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be one hundred fifty thousand dollars (\$150,000), which will be eligible for reimbursement from Debt proceeds.

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. The first year's operating budget is estimated to be fifty thousand dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues, including, but not limited to, Developer advances.

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

#### VII. ANNUAL REPORT

#### A. General.

The District shall be responsible for submitting an annual report to the Town Manager's office no later than August 1<sup>st</sup> of each year following the year in which the Order and Decree creating the District has been issued by the District Court in Grand County, Colorado.

#### B. Reporting of Significant Events.

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

- 1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
- 2. Intergovernmental agreements with other governmental entities entered into as of December 31 of the prior year.
- 3. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year.
  - 4. The assessed valuation of the District for the current year.
- 5. Current year budget including a description of the Public Improvements to be constructed in such year.
- 6. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
- 7. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
- 8. A current capital improvements plan, including a full report on the use of bond proceeds of the District in the prior year, anticipated uses thereof in the coming year, the specific facilities to be built with the proceeds thereof, and a detailed sources and uses analysis.

#### VIII. DISSOLUTION

The District may dissolve as determined by the Board and subject to compliance with the Special District Act.

#### IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, and charges, in accordance with Section 38-35.7-101, C.R.S.

#### X. ADDITIONAL PROVISIONS

Notwithstanding any other provision of this Service Plan, the District and this Service Plan shall be subject to the following additional requirements and limitations:

- 1. The District may exercise the powers granted herein and by the Special District Act, other applicable statutes, common law, and the Constitution of the State of Colorado, as the same currently exist and as may be amended from time to time in the future, insofar as it does not deviate in a material manner from the requirements of this Service Plan pursuant to Section 32-1-207(2), C.R.S., which material modification may be enjoined by the Town unless approval from the Town is first obtained.
- 2. The Town's remedies for failure of the District to comply with any material provision of this Service Plan or the Town IGA shall include authority for the Town, upon a finding of such failure by the Town Council, following notice to the District and an opportunity to be heard, to pursue any remedy at law, including pursuant to the Special District Act.
- 3. The District shall file any ballot issue with the Town prior to referring the same to its electors and will provide the Town a copy of any financial plan (including interest rates and security terms) prior to any Debt issuance if the financial plan differs from that attached hereto as **Exhibit E**. The Town may, pursuant to the provisions of Section 32-1-207(3)(a), C.R.S., enjoin any proposed action in connection therewith which is not in material compliance with this Service Plan. The District will work cooperatively with the Town to implement the various provisions of this Service Plan. Notwithstanding the foregoing, nothing shall prohibit the District from seeking approval of the full amount of the Debt Cap for each of the various Public Improvement types, to vote dollar amounts, interest rates, or terms for any debt or taxing question that exceed the various limits provided herein in order to provide sufficient flexibility for the District to operate in the future. The District shall not, however, be authorized to issue Debt, levy taxes, or take other action in material violation with this Service Plan or the Town IGA, regardless of whether such action is authorized in any election.
- 4. The rate of interest paid by the District on any loan from or any reimbursement payable to the Developer shall not exceed eight percent (8%) per annum, compounded annually.
- 5. The District shall pay the full cost incurred by the Town to review and consider any and all applications for an amendment to this Service Plan.

#### XI. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement between the District and the Town relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit F**. The District shall approve the Town IGA in the form attached as **Exhibit F** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment.

#### XII. CONCLUSION

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

- 1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- 2. The existing service in the area to be served by the District is inadequate for present and projected needs;
- 3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
- 4. 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 Town 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 is compatible with the facility and service standards of the Town within which the District is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
- 7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;
- 8. The proposal is in compliance with any duly adopted Town, regional, or state long-range water quality management plan for the area; and
- 9. The formation of the District is in the best interests of the area proposed to be served.

[Signature page follows]

It is therefore respectfully requested that the Town Council, which has jurisdiction to approve this Service Plan by virtue of Section 32-1-204.5, et seq., C.R.S. adopt a resolution approving this Service Plan as submitted.

Respectfully submitted,

Icenogle Seaver Pogue, P.C. Counsel to Proponent of the District

# **EXHIBIT** A

District Boundaries Legal Description

That portion of Tract 48 described in deed to Vernon H. Moore filed for record at Reception No. 98004457 and that portion of Lakota Filing 5, Tract G filed for record at Reception No. 99006079, in the office of the Grand County Clerk and Recorder, situate in Township 2 South, Range 75 West of the Sixth Principal Meridian, Town of Winter Park, County of Grand, State of Colorado, described as follows:

#### Notes:

- 1. The Basis of Bearings is a line between AP1 and AP2 of Tract 48, as monumented with a USBLM brass cap at AP1 and a USBLM brass cap witness corner at AP2 with a bearing of N 34°51'03" E.
- The following described parcel being subject to any and all easements, rights of way, variances and or agreements as of record may appear.
- 3. Reference is herein made to the Exhibit of these parcels accompanying this metes and bounds description.

BEGINNING at Angle Point 1 of said Tract 48 and the northeast corner of Lakota Filing 5, Tract G recorded at Reception Number 99006079;

Thence along the northeasterly line of said Tract 48 the following ten (10) courses:

- 1. Thence along a curve to the left a distance of 229.86 feet, said curve having a radius of 348.47 feet, a delta angle of 37°47'37" and a chord distance of 225.72 feet which bears S 36°30'50" E;
- 2. Thence along a reverse curve to the right a distance of 97.21 feet, said curve having a radius of 211.86 feet, a delta angle of 26°17'23" and a chord distance of 96.36 feet which bears S 27°17'50" E;
- 3. Thence along a reverse curve to the left a distance of 177.43 feet, said curve having a radius of 158.40 feet, a delta angle of 64°10'48" and a chord distance of 168.30 feet which bears S 44°48'50" E;
- 4. Thence S 73°50'50" E a distance of 151.14 feet;
- 5. Thence along a curve to the right a distance of 133.42 feet, said curve having a radius of 359.03 feet, a delta angle of 21°17'32" and a chord distance of 132.66 feet which bears S 58°46'50" E;
- 6. Thence along a reverse curve to the left a distance of 124.63 feet, said curve having a radius of 382.13 feet, a delta angle of 18°41'11" and a chord distance of 124.08 feet which bears \$ 58°36'50" E;
- 7. Thence S 59°28'50" E a distance of 209.88 feet;
- 8. Thence along a curve to the left a distance of 178.15 feet, said curve having a radius of 300.95 feet, a delta angle of 33°54'56" and a chord distance of 175.56 feet which bears S 67°42'50" E;
- 9. Thence S 80°39'50" E a distance of 236.94 feet;
- 10. Thence along a curve to the right a distance of 107.78 feet, more or less, to the southeast corner of Lakota Filing 5, Tract G, said curve having a radius of 79.86 feet, a delta angle of 77°19'34" and a chord distance of 99.78 feet which bears \$ 50°31'51" E;

Thence along the southerly line of said Lakota Filing 5, Tract G, said line also being the northerly line of Lakota Park Subdivision recorded at Reception Number 2007011752, the following four (4) courses:

- 11. Thence S 43°13'25" W a distance of 121.19 feet;
- 12. Thence S 71°29'29" W a distance of 112.10 feet;
- 13. Thence S 58°55'56" W a distance of 151.68 feet;
- 14. Thence S 22°48'01" W a distance of 181.80 feet, more or less, to a point of non tangent curvature on the northerly line of Lakota Filing 4, Tract D recorded at Reception Number 99010292;

(Continued on Sheet 2 of 3)

#### (Continued from Sheet 1 of 3)

Thence continuing along the southerly line of said Lakota Filing 5, Tract G and along the northerly line of said Lakota Filing 4, Tract D, the following twenty-six (26) courses:

- 15. Thence along said curve to the left a distance of 111.24 feet, said curve having a radius of 145.00 feet, a delta angle of 43°57'26" and a chord distance of 108.54 feet which bears N 48°20'43" W;
- 16. Thence N 70°19'26" W a distance of 50.63 feet;
- 17. Thence along a curve to the left a distance of 209.95 feet, said curve having a radius of 50.00 feet, a delta angle of 240°35'20" and a chord distance of 86.34 feet which bears S 10°37'06" E;
- 18. Thence along a curve to the right a distance of 32.63 feet, said curve having a radius of 25.00 feet, a delta angle of 74°46'40" and a chord distance of 30.36 feet which bears N 86°28'33" E;
- 19. Thence along a curve to the right a distance of 56.37 feet, said curve having a radius of 85.00 feet, a delta angle of 37°59'45" and a chord distance of 55.34 feet which bears S 37°08'14" E;
- 20. Thence S 63°30'23" W a distance of 12.30 feet;
- 21. Thence S 39°06'01" W a distance of 40.68 feet;
- 22. Thence S 08°42'58" W a distance of 34.08 feet;
- 23. Thence S 39°10'47" W a distance of 25.30 feet;
- 24. Thence S 57°16'36" W a distance of 15.10 feet;
- 25. Thence S 35°19'39" W a distance of 27.93 feet;
- 26. Thence S 22°53'29" W a distance of 24.48 feet;
- 27. Thence S 30°06'13" W a distance of 46.69 feet;
- 28. Thence S 55°35'42" W a distance of 42.03 feet;
- 29. Thence S 29°17'04" W a distance of 31.56 feet;
- 30. Thence S 24°15'35" W a distance of 47.88 feet;
- 31. Thence S 28°48'10" W a distance of 40.63 feet;
- 32. Thence S 85°09'32" W a distance of 47.79 feet;
- 33. Thence S 30°24'31" W a distance of 44.71 feet;
- 34. Thence S 59°47'57" W a distance of 40.13 feet; 35. Thence S 53°22'18" W a distance of 78.43 feet;
- 36. Thence S 48°06'39" W a distance of 81.63 feet;
- 37. Thence S 40°00'05" W a distance of 43.01 feet;
- 38. Thence S 67°20'04" W a distance of 52.04 feet;
- 39. Thence S 85°27'17" W a distance of 34.11 feet;
- 40. Thence S 39°18'46" W a distance of 98.98 feet, more or less, to the southwesterly corner of Lakota Filing 5, Tract G;
- 41. Thence S 12°28'55" E, continuing along the northerly line of said Lakota Filing 4, Tract D, a distance of 249.31 feet, more or less, to a point on the westerly line of Lakota Filing 6, Tract E recorded at Reception Number 2001-005105;

(Continued on Sheet 3 of 3)

#### (Continued from Sheet 2 of 3)

Thence along the westerly line of said Lakota Filing 6, Tract E, the following three (3) courses:

- 42. Thence S 78°45'33" W a distance of 66.01 feet;
- 43. Thence S 05°15'49" W a distance of 125.86 feet;
- 44. Thence S 13°17'33" W a distance of 90.75 feet, more or less, a point on the north right of way line of U.S. Highway No. 40;

Thence along said north right of way line of U.S. Highway No. 40, the following three (3) courses:

- 45. Thence N 37°19'43" W a distance of 46.83 feet;
- 46. Thence along a curve to the left a distance of 561.02 feet, said curve having a radius of 1974.05 feet, a delta angle of 16°17'00" and a chord distance of 559.14 feet which bears N 45°28'13" W;
- 47. Thence N 53°36'43" W a distance of 917.07 feet, more or less, to a point on the westerly line of said Tract 48;
- 48. Thence N 34°51'03" E, along said westerly line of said Tract 48, passing at a distance of 1001.96 feet, more or less, the southwest corner of Lakota Filing 5, Tract G, and continuing a total distance of 1647.79 feet to the POINT OF BEGINNING.

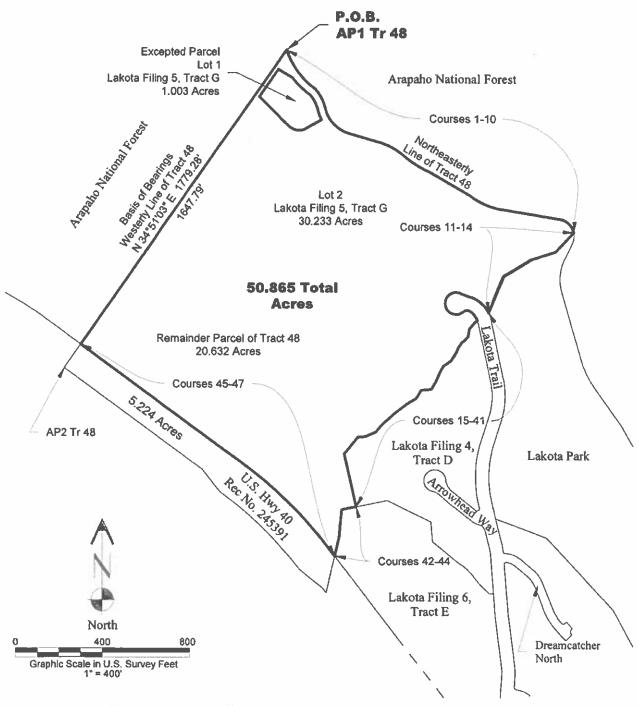
EXCEPTING THEREFROM, Lot 1, Lakota Filing 5, Tract G recorded at Reception Number 99006079.

Containing 50.865 acres of land more or less.

Prepared by David C. Costner For and on behalf of Topographic Land Surveyors 520 Stacy Ct. Ste B, Lafayette, CO 80026

## **EXHIBIT B**

District Boundaries Map

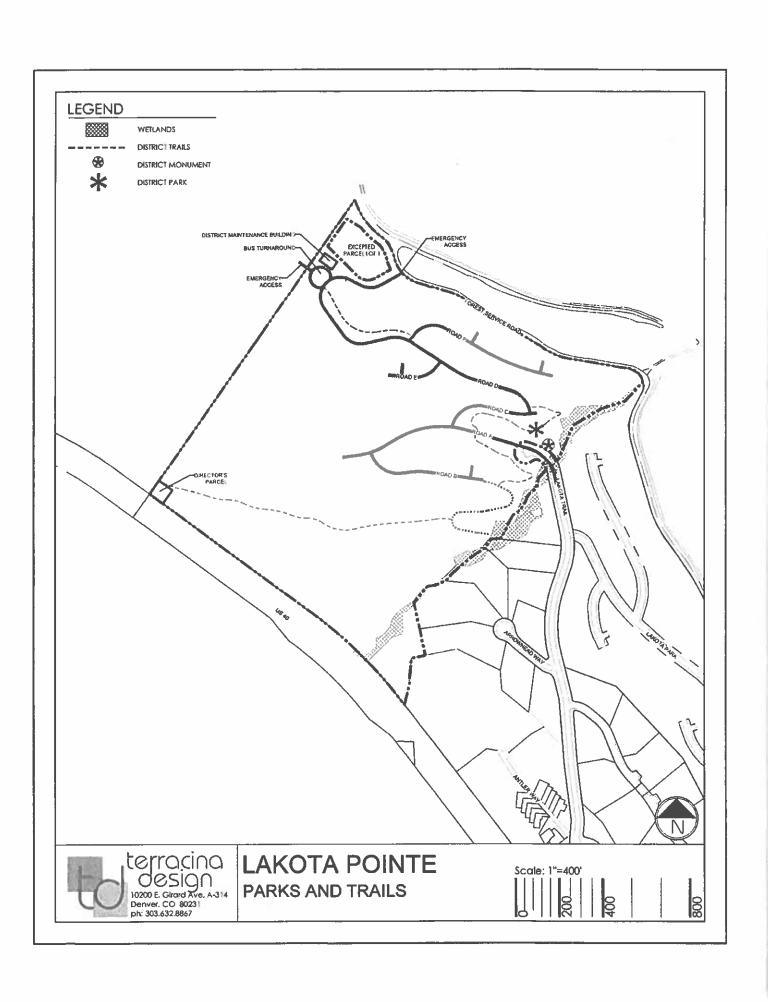


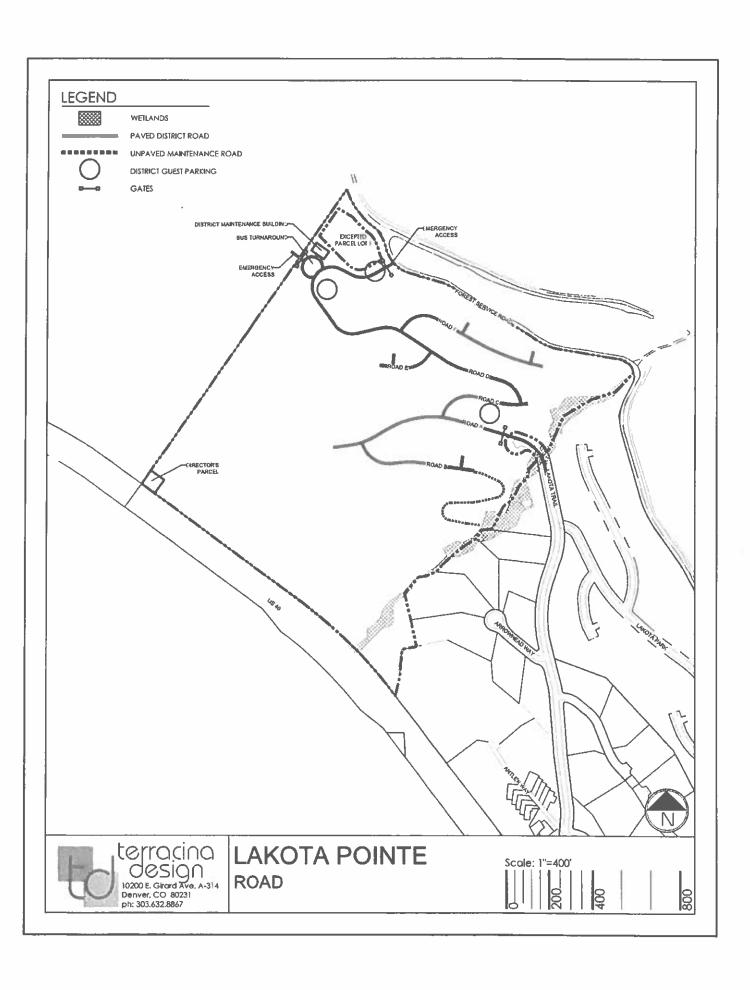
File: G:\GEOSURV\Lakota\Drawings\Geosurv\98061.5 North Village\North Village R2.dwg Printed: Aug. 24, 20 12:57 PM By: JVogt

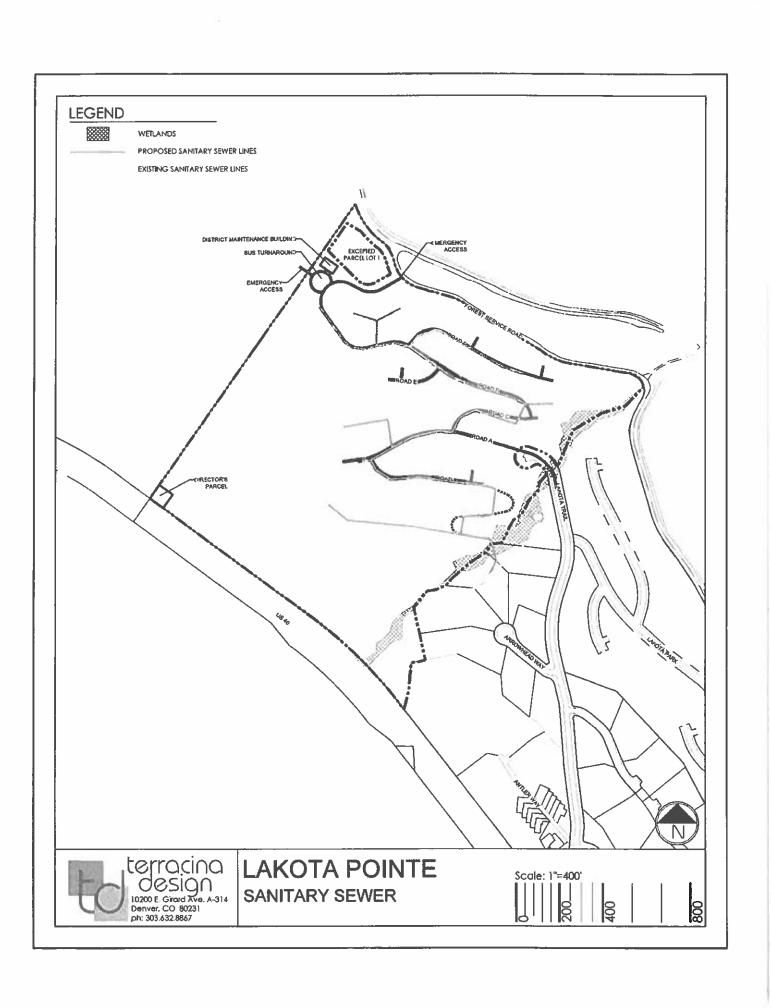
# **EXHIBIT C**

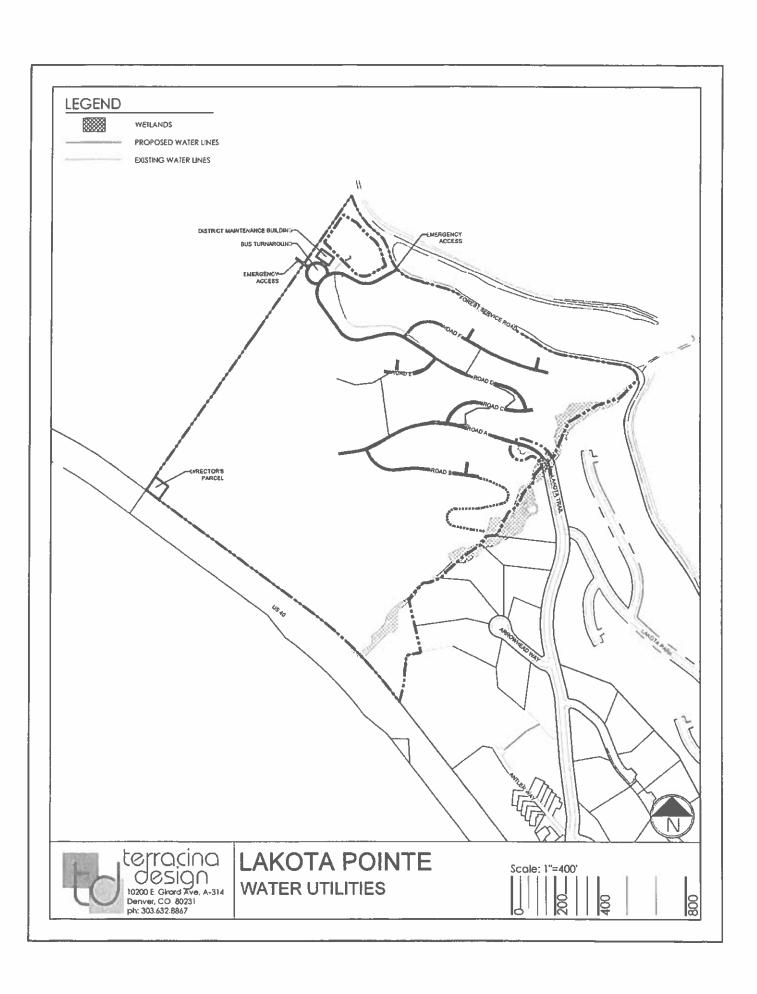
# Rendering of Proposed Public Improvements











# **EXHIBIT D**

Cost Summary of Proposed Public Improvements

# Cost Summary of Proposed Public Improvements

# Public Improvements - All Phases

Grading and Erosion Control	\$1,075,347.00
Roadway Construction & Retaining Walls	\$1,775,511.00
Water & Sanitary Sewer Utilities	\$1,873,079.00
Miscellaneous; Mobilization and Traffic Control	\$271,000.00
Park and Trails	\$40,000.00
Maintenance Building (snow removal equipment, supply storage)	\$50,000.00
Monuments	\$35,000.00
Street Signage/Lights	\$25,000.00
Security Entrance Gates & Mechanical	\$40,000.00
EVA Gate	\$3,500.00
SUBTOTAL	\$5,188,437.00
25% contingency on above	\$1,297,109.25
subtotal with contingency	\$6,485,546.25
5% contractor fee on above	\$259,421.85
TOTAL	\$6,744,968.10

# **EXHIBIT** E

# Financial Plan

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#### **SOURCES AND USES OF FUNDS**

Lakota Pointe Metropolitan District Series 2021A and Series 2021B

Dated Date Delivery Date 06/01/2021 06/01/2021

Sources:	General Obligation Bonds, Series 2021A	General Obligation Bonds, Series 2021B	Total
	2021A	20210	Total
Bond Proceeds:			
Par Amount	6,000,000.00	1,950,000.00	7,950,000.00
	6,000,000.00	1,950,000.00	7,950,000.00
	General	General	
	Obligation	Obligation	
	Bonds, Series	Bonds, Series	
Uses:	2021A	2021B	Total
Project Fund Deposits:			
Project Fund	4,040,000.00	1,861,000.00	5,901,000.00
Other Fund Deposits:			
Capitalized Interest Fund	990,000.00	-	990,000.00
Debt Service Reserve Fund	600,000.00		600,000.00
	1,590,000.00	-	1,590,000.00
Delivery Date Expenses:			
Cost of Issuance	250,000.00	50,000.00	300,000.00
Underwriter's Discount	120,000.00	39,000.00	159,000.00
	370,000.00	89,000.00	459,000.00
	6,000,000.00	1,950,000.00	7,950,000.00
	District Control of the Control of t		

#### **NET DEBT SERVICE BREAKDOWN**

#### Lakota Pointe Metropolitan District Series 2021A and Series 2021B

Period Ending	General Obligation Bonds, Series 2021A	General Obligation Bonds, Series 2021B	Total
12/31/2021	-	84,066.67	84,066.67
12/31/2022	_	156,000.00	156,000.00
12/31/2023	_	156,000.00	156,000.00
12/31/2024	165,000	156,000.00	321,000.00
12/31/2025	330,000	156,000.00	486,000.00
12/31/2026	330,000	156,000.00	486,000.00
12/31/2027	330,000	156,000.00	486,000.00
12/31/2028	330,000	156,000.00	486,000.00
12/31/2029	330,000	156,000.00	486,000.00
12/31/2030	330,000	156,000.00	486,000,00
12/31/2031	330,000	156,000.00	486,000.00
12/31/2032	380,000	156,000.00	536,000.00
12/31/2033	377,250	156,000.00	533,250.00
12/31/2034	374,500	156,000.00	530,500.00
12/31/2035	371,750	156,000.00	527,750.00
12/31/2036	369,000	156,000.00	525,000.00
12/31/2037	366,250	272,000.00	638,250.00
12/31/2038	363,500	391,720.00	755,220.00
12/31/2039	510,750	245,120.00	755,870.00
12/31/2040	549,750	220,680.00	770,430.00
12/31/2041	616,000	154,440.00	770,440.00
12/31/2042	627,850	158,840.00	786,690.00
12/31/2043	628,050	158,600.00	786,650.00
12/31/2044	637,150	165,040.00	802,190.00
12/31/2045	639,600	162,600.00	802,200.00
12/31/2046	650,675	166,920.00	817,595.00
12/31/2047	649,825	168,440.00	818,265.00
12/31/2048	667,600	167,320.00	834,920.00
12/31/2049	667,900	166,720.00	834,620.00
12/31/2050	676,550	763,560.00	1,440,110.00
	12,598,950	5,786,066.67	18,385,016.67

#### **BOND SUMMARY STATISTICS**

#### Lakota Pointe Metropolitan District Series 2021A and Series 2021B

		General digation		eneral jation				
	OL.	Bonds,		onds,				
	Series	2021A	Series 2	021B	Aggregate			
Dated Date	06/0	01/2021	06/01/	2021	06/01/2021			
Delivery Date	06/0	01/2021	06/01/	2021	06/01/2021			
First Coupon	12/0	01/2021	12/15/	2021	12/01/2021			
Last Maturity	12/0	01/2050	12/15/	2050	12/15/2050			
Arbitrage Yield		9539%	6.1095		6.109539%			
True Interest Cost (TIC)		2413%	8.1923		6.271524%			
Ali-In TIC		5149%	8.4491		6.591186%			
Average Coupon	5.50	00000%	8.0000	000%	6.109005%			
Average Life (years)		24.815		4.590	24.760			
Weighted Average Maturity (years)		24.815		4.590	24.760			
Duration of Issue (years)		13.566	1	0.835	12.798			
Par Amount		,000.00	1,950,0		7,950,000.00			
Bond Proceeds		,000.00	1,950,0		7,950,000.00			
Total Interest		,950.00	3,836,0		12,025,016.67			
Net Interest	•	,950.00	3,875,0		12,184,016.67			
Total Debt Service		,950.00	5,786,0		19,975,016.67			
Maximum Annual Debt Service		,550.00	763,5		2,040,110.00			
Average Annual Debt Service	480	,981.36	195,8	79.03	676,227.76			
Underwriter's Fees (per \$1000)								
Average Takedown		<del>.</del>		-	<u>.</u>			
Other Fee	20.	000000	20.00	00000	20.000000			
Total Underwriter's Discount	20.	000000	20.00	00000	20.000000			
Bid Price	98.	000000	98.00	00000	98.000000			
	Par		Average	Average	PV of 1 bp			
Bond Component	Value	Price	Coupon	Life	change			
Bond Component	7,950,000.00	100.000	6.109%	24.760	10,758.88			
	7,950,000.00			24.760	10,758.88			
			All-	-In	Arbitrage			
		TIC	ĭ	IC	Yield			
Par Value	7,950,00	0.00	7,950,000.	00	7,950,000.00			
+ Accrued Interest		-		-	-			
+ Premium (Discount)	4455.00	-	4450.000	-	-			
- Underwriter's Discount	(159,00	U.UU}	(159,000.					
Cost of Issuance Expense     Other Amounts			(300,000.	-				
	7 704 00	0.00	7 401 000		7.050.000.00			
Target Value	7,791,00		7,491,000.		7,950,000.00			
Target Date	06/01/2		06/01/20		06/01/2021			
Yield	6.2715	24%	6.591186	770	6.109539%			

#### SOURCES AND USES OF FUNDS

Lakota Pointe Metropolitan District General Obligation Bonds, Series 2021A

Dated Date Delivery Date 06/01/2021 06/01/2021

Bond Proceeds:	
Par Amount	6,000,000.00
	6,000,000.00
Uses:	
Project Fund Deposits:	
Project Fund	4,040,000.00
Other Fund Deposits:	
Capitalized Interest Fund	990,000.00
Debt Service Reserve Fund	600,000.00
	1,590,000.00
Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	120,000.00
	370,000.00
	6,000,000.00

# PIPER | SANDLER

#### **BOND SOLUTION**

#### Lakota Pointe Metropolitan District General Obligation Bonds, Series 2021A

Debt Serv Coverage	Unused Revenues	Revenue Constraints	Total Adj Debt Service	Debt Service Adjustments	Proposed Debt Service	Proposed Principal	Period Ending
			_	(165,000)	165,000		12/31/2021
_	_		_	(330,000)	330,000		12/31/2022
- 2	32,812	32,812	-	(330,000)	330,000	2	12/31/2023
101.16554%	1,923	166,923	165,000	(165,000)	330,000	_	12/31/2024
108,61890%	28,442	358,442	330,000	(100,000)	330,000	12	12/31/2025
161.16482%	201.844	531,844	330,000		330,000	-	12/31/2026
194,13368%	310,641	640,641	330,000		330,000	-	12/31/2027
207.55335%	354,926	684,926	330,000	-	330,000	_	12/31/2028
207.55335%	354,926	684,926	330,000		330,000	_	12/31/2029
211.70441%	368,625	698,625	330,000		330,000		12/31/2030
211.70441%	368,625	698,625	330,000		330,000	_	12/31/2031
187.52554%	332.597	712,597	380,000		380,000	50,000	12/31/2032
188.89253%	335,347	712,597	377,250	_	377,250	50,000	12/31/2033
194.08518%	352,349	726,849	374,500	_	374,500	50,000	12/31/2034
195.52091%	355,099	726,849	371,750	_	371,750	50,000	12/31/2035
200.91761%	372,386	741,386	369,000	_	369,000	50,000	12/31/2036
202.42621%	375,136	741,386	366,250	2	366,250	50,000	12/31/2037
208.03678%	392,714	756,214	363,500		363,500	50,000	12/31/2038
148.05946%	245,464	756,214	510,750	_	510.750	200,000	12/31/2039
140.30704%	221,588	771,338	549,750	_	549,750	250,000	12/31/2040
125.21720%	155,338	771,338	616,000		616,000	330,000	12/31/2041
125.31094%	158,915	786,765	627.850	-	627,850	360,000	12/31/2042
125.27103%	158,715	786,765	628,050		628,050	380,000	12/31/2043
125.95151%	165,350	802,500	637,150	_	637,150	410,000	12/31/2044
125.46905%	162,900	802,500	639,600	_	639,600	435,000	12/31/2045
125.80013%	167,875	818,550	650,675	_	650,675	470,000	12/31/2046
125.96469%	168,725	818,550	649,825	_	649,825	495,000	12/31/2047
125.06307%	167,321	834,921	667,600		667,600	540,000	12/31/2048
125.00689%	167,021	834,921	667,900	2	667,900	570,000	12/31/2049
125.87679%	175,069	851,619	676,550	(600,000)	1,276,550	1,210,000	12/31/2050
	6,652,673	19,251,623	12,598,950	(1,590,000)	14,188,950	6,000,000	

## **NET DEBT SERVICE**

Net Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Total Debt Service	Interest	Principal	Period Ending
		165,000	165,000	165,000		12/31/2021
-	-	330,000	330,000	330,000	- 2	12/31/2022
	_	330,000	330,000	330,000		12/31/2023
165,000	-	165,000	330,000	330,000		12/31/2024
330,000		-	330,000	330,000		12/31/2025
330,000	_	-	330,000	330,000	-	12/31/2026
330,000	-	2	330,000	330,000		12/31/2027
330,000	-	-	330,000	330,000	· ·	12/31/2028
330,000		-	330,000	330,000		12/31/2029
330,000	-	_	330,000	330,000	-	12/31/2030
330,000	~	-	330,000	330,000	-	12/31/2031
380,000	-	-	380,000	330,000	50,000	12/31/2032
377,250	2	-	377.250	327,250	50,000	12/31/2033
374,500	-	-	374,500	324,500	50,000	12/31/2034
371,750		_	371,750	321,750	50,000	12/31/2035
369,000	-	_	369,000	319,000	50,000	12/31/2036
366,250	_	-	366,250	316,250	50,000	12/31/2037
363,500	-	-	363,500	313,500	50,000	12/31/2038
510,750	-	-	510,750	310,750	200,000	12/31/2039
549,750	-	-	549,750	299,750	250,000	12/31/2040
616,000	-	-	616,000	286,000	330,000	12/31/2041
627,850		-	627.850	267,850	360,000	12/31/2042
628,050	_	-	628.050	248,050	380,000	12/31/2043
637,150	2		637,150	227,150	410,000	12/31/2044
639,600	<u>-</u>	-	639,600	204,600	435,000	12/31/2045
650,675		-	650,675	180,675	470,000	12/31/2046
649,825	_	-	649,825	154,825	495,000	12/31/2047
667,600		-	667,600	127,600	540,000	12/31/2048
667,900	-	-	667,900	97,900	570,000	12/31/2049
676,550	600,000	-	1,276,550	66,550	1,210,000	12/31/2050
12,598,950	600,000	990,000	14,188,950	8,188,950	6,000,000	

## **BOND PRICING**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:	12/01/2050	6,000,000	5.500%	5.500%	100.000
		6,000,000			
	d Date		06/01/2021		
	ery Date Соирол		06/01/2021 12/01/2021		
Par A	mount	6,	00.000,000		
Origi	nal Issue Discount				
	uction orwriter's Discount	•	000,000.00 120,000.00)	100.000000% (2.000000%)	
	nase Price ued Interest	5,	880,000.00	98.000000%	
Net F	Proceeds	5,	880,000.00		

## **BOND SUMMARY STATISTICS**

Dated Date Delivery Date First Coupon Last Maturity	06/01/2021 06/01/2021 12/01/2021 12/01/2050
Arbitrage Yield True Interest Cost (TIC) Net Interest Cost (NIC) All-In TIC Average Coupon	6.109539% 5.652413% 5.580596% 5.985149% 5.500000%
Average Life (years) Weighted Average Maturity (years) Duration of Issue (years)	24.815 24.815 13.566
Par Amount Bond Proceeds Total Interest Net Interest Total Debt Service Maximum Annual Debt Service Average Annual Debt Service	6,000,000.00 6,000,000.00 8,188,950.00 8,308,950.00 14,188,950.00 1,276,550.00 480,981.36
Underwriter's Fees (per \$1000) Average Takedown Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	6,000,000.00	100.000	5.500%	24.815	8,700.00
	6,000,000.00			24.815	8,700.00
		TIC	All-	ln IC	Arbitrage Yield
Par Value + Accrued Interest	6,000,00	00.00	6,000,000.0	00	6,000,000.00
+ Premium (Discount) - Underwriter's Discount - Cost of Issuance Expense - Other Amounts	(120,00	00.00)	(120,000.0 (250,000.0	•	-
Target Value	5,880,00	00.00	5,630,000.0	00	6,000,000.00
Target Date Yield	06/01/ 5.6524		06/01/202 5.985149		06/01/2021 6.109539%

## **SOURCES AND USES OF FUNDS**

Lakota Pointe Metropolitan District General Obligation Bonds, Series 2021B

Dated Date Delivery Date 06/01/2021 06/01/2021

Durces:	
ond Proceeds: Par Amount	1,950,000.00
	1,950,000.00
ses:	
roject Fund Deposits:	
Project Fund	1,861,000.00
elivery Date Expenses:	
Cost of Issuance	50,000.00
Underwriter's Discount	39,000.00
	89,000.00
	1,950,000.00
	1

## **BOND SOLUTION**

Debt Ser	Unused	Revenue	Total Adj	Proposed	Proposed	Period
Coverag	Revenues	Constraints	Debt Service	Debt Service	Principal	Ending
	(84,067)	-	84,067	84,067	-	12/31/2021
	(156,000)	-	156,000	156,000	-	12/31/2022
	(156,000)	•	156,000	156,000		12/31/2023
	(156,000)	-	156,000	156,000	-	12/31/2024
	(156,000)	-	156,000	156,000	-	12/31/2025
	(156,000)		156,000	156,000		12/31/2026
	(156,000)	-	156,000	156,000	-	12/31/2027
211.915989	174,589	330,589	156,000	156,000	-	12/31/2028
227.516699	198,926	354,926	156,000	156,000	-	12/31/2029
236.297799	212,625	368,625	156,000	156,000	27	12/31/2030
236.297799	212,625	368,625	156,000	156,000	-	12/31/2031
213.203249	176,597	332,597	156,000	156,000	5.	12/31/2032
214.966069	179,347	335,347	156,000	156,000	2	12/31/2033
225.864749	196,349	352,349	156,000	156,000		12/31/2034
227.627569	199,099	355,099	156,000	156,000	-	12/31/2035
238.708969	216,386	372,386	156,000	156,000	-	12/31/2036
137.917649	103,136	375,136	272,000	272,000	116,000	12/31/2037
100.253689	994	392,714	391,720	391,720	245,000	12/31/2038
100.140229	344	245,464	245,120	245,120	118,000	12/31/2039
100.411449	908	221,588	220,680	220,680	103,000	12/31/2040
100.581449	898	155,338	154,440	154,440	45,000	12/31/2041
100.047059	75	158,915	158,840	158,840	53,000	12/31/2042
100.072349	115	158,715	158,600	158,600	57,000	12/31/2043
100.187859	310	165,350	165,040	165,040	68,000	12/31/2044
100.184519	300	162,900	162,600	162,600	71,000	12/31/2045
100.572149	955	167,875	166,920	166,920	81,000	12/31/2046
100.169219	285	168,725	168,440	168,440	89,000	12/31/2047
100.000629	1	167,321	167,320	167,320	95,000	12/31/2048
100.180569	301	167,021	166,720	166,720	102,000	12/31/2049
101.507349	11,509	775,069	763,560	763,560	707,000	12/31/2050
	866,606	6,652,673	5,786,067	5,786,067	1,950,000	

## **NET DEBT SERVICE**

Ne	Total			Period
Debt Service	Debt Service	Interest	Principal	Ending
84,066.6	84,066.67	84,066.67	-	12/31/2021
156,000.0	156,000.00	156,000.00	-	12/31/2022
156,000.0	156,000.00	156,000.00	-	12/31/2023
156,000.0	156,000.00	156,000.00	-	12/31/2024
156,000.0	156,000.00	156,000.00		12/31/2025
156,000.0	156,000.00	156,000.00	54.2	12/31/2026
156,000.0	156,000.00	156,000.00		12/31/2027
156,000.0	156,000.00	156,000.00	-	12/31/2028
156,000.0	156,000.00	156,000.00	-	12/31/2029
156,000.0	156,000.00	156,000.00		12/31/2030
156,000.0	156,000.00	156,000.00	-	12/31/2031
156,000.0	156,000.00	156,000.00		12/31/2032
156,000.0	156,000.00	156,000.00	-	12/31/2033
156,000.0	156,000.00	156,000.00	-	12/31/2034
156,000.0	156,000.00	156,000.00	•	12/31/2035
156,000.0	156,000.00	156,000.00	-	12/31/2036
272,000.0	272,000.00	156,000.00	116,000	12/31/2037
391,720.0	391,720.00	146,720.00	245,000	12/31/2038
245,120.0	245,120.00	127,120.00	118,000	12/31/2039
220,680.0	220,680.00	117,680.00	103,000	12/31/2040
154,440.0	154,440.00	109,440.00	45,000	12/31/2041
158,840.0	158,840.00	105,840.00	53,000	12/31/2042
158,600.0	158,600.00	101,600.00	57,000	12/31/2043
165,040.0	165,040.00	97,040.00	68,000	12/31/2044
162,600.0	162,600.00	91,600.00	71,000	12/31/2045
166,920.0	166,920.00	85,920.00	81,000	12/31/2046
168,440.0	168,440.00	79,440.00	89,000	12/31/2047
167,320.0	167,320.00	72,320.00	95,000	12/31/2048
166,720.0	166,720.00	64,720.00	102,000	12/31/2049
763,560.0	763,560.00	56,560.00	707,000	12/31/2050
5,786,066.6	5,786,066.67	3,836,066.67	1,950,000	

## **BOND PRICING**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:	- 1				
,	12/15/2037	116,000	8.000%	8.000%	100.000
	12/15/2038	245,000	8.000%	8.000%	100.000
	12/15/2039	118,000	8.000%	8.000%	100.000
	12/15/2040	103,000	8.000%	8.000%	100.000
	12/15/2041	45,000	8.000%	8.000%	100.000
	12/15/2042	53,000	8.000%	8.000%	100.000
	12/15/2043	57,000	8.000%	8.000%	100.000
	12/15/2044	68,000	8.000%	8.000%	100.000
	12/15/2045	71,000	8.000%	8.000%	100.000
	12/15/2046	81,000	8.000%	8.000%	100.000
	12/15/2047	89,000	8.000%	8.000%	100.000
	12/15/2048	95,000	8.000%	8.000%	100.000
	12/15/2049	102,000	8.000%	8.000%	100.000
	12/15/2050	707,000	8.000%	8.000%	100.000
n =1120 = n=		1,950,000			
Dated	Date	(	06/01/2021		
Deliver	y Date	(	06/01/2021		
First C		•	12/15/2021		
Par Am	nount	1,9	950,000.00		
Origina	al Issue Discount		-		
Produc	ction	1,	950,000.00	100.000000%	
Unden	writer's Discount	_ <del></del>	(39,000.00)	(2.000000%)	
	ase Price ad Interest	1,	911,000.00	98.000000%	
Net Pro	oceeds	1,5	911,000.00		

## **BOND SUMMARY STATISTICS**

Dated Date	06/01/2021
Delivery Date	06/01/2021
First Coupon	12/15/2021
Last Maturity	12/15/2050
Arbitrage Yield	6.109539%
True Interest Cost (TIC)	8.192309%
Net Interest Cost (NIC)	8.081333%
All-In TIC	8.449124%
Average Coupon	8.000000%
Average Life (years)	24.590
Weighted Average Maturity (years)	24.590
Duration of Issue (years)	10.835
Par Amount	1,950,000.00
Bond Proceeds	1,950,000.00
Total Interest	3,836,066.67
Net Interest	3,875,066.67
Total Debt Service	5,786,066.67
Maximum Annual Debt Service	763,560,00
Average Annual Debt Service	195,879.63
Underwriter's Fees (per \$1000) Average Takedown	_
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,950,000.00	100.000	8.000%	24.590	2,058.88
	1,950,000.00			24.590	2,058.88
				-In	Arbitrage

TIC	TIC	Yield
1,950,000.00	1,950,000.00	1,950,000.00
-	-	-
•	-	-
(39,000.00)	(39,000.00)	
	(50,000.00)	
		-
1,911,000.00	1,861,000.00	1,950,000.00
06/01/2021	06/01/2021	06/01/2021
8.192309%	8.449124%	6.109539%
	1,950,000.00 - (39,000.00) - 1,911,000.00 06/01/2021	T(C TIC  1,950,000.00 1,950,000.00  (39,000.00) (39,000.00) (50,000.00)  1,911,000.00 1,861,000.00  06/01/2021 06/01/2021

## Lakota Pointe Metropolitan District General Assumptions

	Section 2		Towhomes	Condos	Duplex
Phase Year 0 Assumption			2020	2020	2020
Luxury Townhomes			\$1,320,000	_	-
Single-Building Condos			<u>-</u>	\$765,000	_
Loft Condos				\$850,000	-
Duplex Units			-	_	\$1,540,00
Biennial Reassessment Rate	2025	2070	2.00%	2.00%	2.00%
Residential Assessment Ratio	C+1079020	2000/00/20	7.15%	7.15%	7.15%
Revenue Assumptions	Period Begin	Period End	Marie Commission of the Commis	THE REAL PROPERTY.	B CONTRACT
Debt Service Mill Levy (Period 1)	2020	2025	50.00	50.00	50.00
Debt Service Mill Levy (Period 2)	2026	2030	50.00	50.00	50.00
Debt Service Mill Levy (Period 3)	2031	2035	50.00	50.00	50.00
Debt Service Mill Levy (Perlod 4)	2036	2040	50.00	50.00	50.00
Debt Service Mill Levy (Period 5)	2041	2070	50.00	50.00	50.00
Residential O&M Mill Levy			10.00	10.00	10.00
Property Tax Collection Rate			98.50%	98.50%	98.50%
			7.50%	7.50%	7.50%

	Townhomes		Condos		Duplex Units
Your	Luxury Townhomes	Single-E Condos		Condos	Ouplex-Units
2020				3.5	
2021				-	-
2022		-	1.7	-	-
2023		10	16	-	10
2024		10	16	14	10
2025	7.7	8	-	14	10
2026		-	-	13	12
2027					
2028		-	-		-
Total	28	.00	32.00	41.00	42.00

Aggregate

Luxury Townhomes	Single-Building Condos	Loft Condos	Duplex Units
10.7			-
10	16	-	10
-10	16	14	10
8	-	14	10
		13	12
	9.50		

# Lakota Pointe Metropolitan District Estimated Revenue Available for Debt Service

Ren Bill		NAME OF TAXABLE PARTY.			Condes	TOTAL T-TE	the same of the sa	talian and a second	MC LOUB HY	Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owne	THE PERSON NAMED IN COLUMN
	Include Development The	rough	2026	Include Development T	hrough	2026	Include Development Thr	oven	2026		
Yest.	Assessed Value	Market Value	Revenues	Assessed Value	Market Value	Revenues	AS LEASE YEAR.	Martin Value	Revenues	Assessed Value	Revenues
2020								100			
2021										-	
2022				1							
023	200,314	2,801,589	10.605	185,745	2.597,837	9.834	233,699	3.268,521	12,373	200.314	32,812
024	959,502	13,419,612	50,800	1,073,916	15,019,829	56.857	1,119,419	15.656,214	59.266	959,502	168,923
025	1,838,499	27,111,874	102,631	2,521.540	35,266.289	133,500	2,310.210	32,310,634	122,311	1,938,499	358,442
026	2,691,163	37,638,639	142,480	3.733,667	52,219,121	197,674	3.620.622	50,638,071	191.689	2,691,163	531,844
027	2,899,569	40,553.413	153,514	4,457,883	82.348,013	236.017	4,742,959	66,335.097	251,110	2,899,569	640.641
028	2,957.580	41,364,481	156.584	4,769,479	66.705,997	252.514	5.209,824	72,884.689	275,828	2,957,560	684,926
029	2,957,560	41,364,481	156.584	4,769,479	66.705.997	252.614	5.209.824	72.864,689	275,828	2.957.560	684.926
030	3.016,712	42,191,771	159,716	4,864 888	68,040,117	257.564	5,314.020	74,321,963	281,344	3.016,712	698,625
031	3,018,712	42,191,771	159,716	4,884,868	88.040.117	257,564	5,314,020	74,321,983	281,344	3.016,712	698,625
032	3,077,046	43.035,606	162.910	4.962,166	69,400,920	262,716	5,420,301	75,808,402	286,971	3,077,046	712,597
033	3,077,046	43,035,606	162,910	4,962,166	89.400,920	262.716	5,420,301	75,808,402	286,971	3.077.048	712,597
034	3,138,587	43,896,318	186,169	5,061,409	70.788,938	267,970	5.528,707	77,324,570	292,710	3,138,587	726.849
035	3,138,587	43,896,318	186,169	5,061,409	70.788,938	267,970	5.528,707	77,324,570	292,710	3,138,587	726.849
036	3.201.358	44 774,244	169,492	5,162.637	72,204,717	273,329	5,639,281	78.871,061	298,565	3,201,358	741,386
037	3.201.358	44.774.244	169,492	5.162,637	72,204,717	273,329	5,639,281	78,871,061	298,565	3,201,358	741,388
038	3.265.386	45,669,729	172,882	5,265.890	73,648,811	278.796	5,752,067	80,448,483	304,536	3,265,386	756.214
2039	3,265,386	45,669,729	172,882	5,265,890	73,648,811	278,796	5.752.067	80,448,483	304,536	3,265,388	758.214
040	3,330,693	46,583,124	176,339	5,371,208	75.121,787	284,372	5.867,108	82,057,452	310,627	3,330,693	771.338
041	3,330,693	46,583,124	176,339	5,371,208	75,121,787	284.372	5,867,108	82.057,452	310.627	3,330,693	771,338
042	3.397.307	47,514.786	179,666	5,478.632	76,624,223	290.059	5,984,450	83,698,601	316.839	3,397,307	788,765
043	3,397,307	47,514,786	179,866	5,478,632	76,624,223	290,059	5,984,450	83,898,601	316,839	3,397,307	786.765
044	3,465,253	48,465,082	183,464	5,588,205	78.156,708	295,861	6.104,139	85,372,573	323,176	3,465,253	802,500
045	3,465 253	48.465.082	183,464	5.588,205	78,156,708	295,861	6,104,139	85,372,573	323,176	3,485,253	802,500
046	3,534,558	49,434,384	187.133	5,699,969	79,719,842	301,778	6,226,222	87,060,025	329,640	3,534,558	818,550
047	3,534,558	49,434.384	187,133	5,693,969	79,719,842	301,778	6,226,222	87,080,025	329,640	3,534,558	818,550
048	3.605,250	50,423.071	190,875	5,813.968	81,314,239	307,813	6,350,746	88.821.625	336,232	3.605.250	834,921
048	3.605,250	50.423,071	190,875	5,813,968	81,314,239	307.813	6,350,746	88,821,625	336.232	3,605,250	834,921
2050	3,677,355	51,431,533	194,693	5,930,247	82,940,523	313,970	6,477,761	90.598.058	342,957	3,677,355	851,619
2030	3,077-333	9124912000	10-1000	0.000.2.17	04.0.0,040	0.0.0.0	0,477,701	9919901090	344,001	3.077.000	091/0

				- 6	,	G	. н		- 1	•		М	M		P	9	В.
Phase 1																	
Callectic	on Year Luxury Townhom	65	Average Frice @ 2.00%	Velue (0 20.00%	2nd Year Tax Value © 75.00%	3rd Year Tax Value @ 100 00%	4th Year Tax Value & 100.00%	Cumulative Market Value	CHERNIS	Cumulative Assessed Value Q 7.15%	Collection Year	Single- Building Condos	Average Price (\$ 2.00% Infletion	191Year Tax Value @ 20 00%	2nd Year Tax Value @ 75.00%	3rd Year Tax Value © 100.00%	4th Year T Value Q 100 00%
202	20										2020						
202				9							2021			9 90			
202			1.0			-			-		2022			2 2.			
202		10	1,400,795	2,801,589	-			2,801,589		200,314				3 81			
203			1.428.810	2,857 621	10,505,969	-		13.419,812	56,032	959,502							
202			1.457,387	2.331.819	10.716,078	14,007,946		27,111,874		1,038,499	2025			6.			
203				210011010	8.744,320	14,288,105	14,007,946	37,638,639	542,237	2.691,163	2026						
202		0.5				11,659,093	14,288,105	40,553,413		2,899,569	2027	- 2					
203			1123			-	11.659,093	41,364,481	811,068	2,957,560	2028						
202				- 3	7.			41,364,481		2,957,580	2029			2			
203			- 6		- 57			42,191,771	827,290	3.016,712				9 0.			
203		0.0						42,191,771		3.016,712				2			
203			1.0		1.		- 9	43,035,606	843,835	3,077,046	2032						
203								43,035,606	0.0,000	3,077,046	2033						
20:								43.896,318	880,712	3,138,587	2034						
203				10.0				43.896,316		3,138,587	2035				8		
203								44,774,244	877,926	3,201,358	2036						
203			- 0					44.774,244	0,1,020	3,201,358	2037	100		3	3 _3		
203				- 24				45,669,729	895,485	3,265.368	2038			3			
20:		15			100	. 2		45,669,729	000,400	3,265.385	2039			3 35	3 12		
204			- 8	- 3	- 22			46,583,124	913,395	3,330,893	2040						
20					- 62			46.583,124	510,030	3,330,693	2041			20			
20			- 0		100		- 3	47.514,786	931,662	3,397,307	2042				N 12		
204		City.		0		35		47.514,786	931,002	3,397,307	2043			3 %			
							· ·	48,465,082	950,296	3,465,253	2044			3	23 - 37		
204					100				930,290					3	3) (5		7
204								48,465.082	969,302	3,465,253	2045 2046						
204								49,434.384	908,302	3,534,558	2047			9 95			
204		-		-				49,434,384	988.688	3,534,558	2049	- 5		5			
204								50,423,071 50,423,071	900.000	3,605,250 3,605,250	2049			3 25		- 4	
204							-		1 000 401	3,877,355	2050			Z 95	N 12		
20:				-		100		51,431,533	1,008,461	3,677,355		- 0			S		
20:					100	000		51,431,533 52,460,164	1,028,631	3,750,902	2051 2052	111 35		6 1 1 7 6			
								52,460,164	1,020,031	3.750,902	2052						
201			9.5	- 0				53,509,367	1.049.203	3,825,920	2054			4	8		
20:	-	•							1,048.205		2055						
20:							-	53,509.367 54,579.554	1,070,187	3,825,920	2056	100		1 0	3 3		
201			113	- 0				54,579,554	1,070,107	3,902,438	2057				31 27	- 6	
20:		50						55.671,145	1,091,591		2058			2			
20:		-	-					55.671,145	1,66,180,1	3,980,487	2059						
201			1.0						4 442 422			1.0		3 8			3
200				-		100	-	58.784,568	1,113.423	4,060,097	2060						
200	61			-	3.5			56,784.568		4,060.097	2061 2062						

			Debt Service Mill Levy Revenue			OAN NE	Levy Revenue		S.O. Taxes (Del	ot Service			
ollarction Ye	Dutit Bervica Mill Levy	OSM per Levy	Luzury Townhormugle-Building Con Lot Condes	Total DS NID	Cohection Yes	Lusury Townhom es	Single- Building Condos Condos	Total O&M MEI Revenue	Fotal MBI Lav O Ti	men @ 7.50	Collection Year	Total Phase 1 Revenue Available for Debt Service	Thisi Phase Revenu Availab for Operation
2020	50.00	10.00	AT THE RESERVE OF THE PARTY OF		0000					11			
2021	50.00	10.00	2 3		2020			1	2.5	-	2020		100
2022	50.00	10.00			2022			1 1		•	2021		18
2022	50.00	10,00	10.016	10.016	2022	4.022		1070	40.046		2022		100
	50.00		47.975			1,973		1,973	10,016	751	2023	10,605	1,973
2024 2025	50.00	10.00	96,925	47,975	2024	9,451		9,451	47,975	3,598	2024	50,800	9,451
		10.00		96.925	2025	10,094		19.094	96,925	7.269	2025	102.631	19,094
2026	50.00	10.00	134,558	134,558	2026	26,508		26.508	134,558	10.092	2026	142,480	26 508
2027	50.00	10.00	144,978	144,978	2027	28,561		28,561	144,978	10,873	2027	153,514	28,561
2028	50.00	10.00	147,878	147,878	2028	29.132		29,132	147,878	11.091	2028	156,584	29,132
2029	50.00	10.00	147.678	147.878	2029	29,132		29,132	147,878	11.091	2029	156,584	29,132
2030	50.00	10.00	150,836	150,838	2030	29,715		29,715	150,036	11,313	2030	159.716	29,715
2031	50.00	10.00	150,836 -	150,836	2031	29,715		29,715	150,836	11,313	2031	159,716	29,715
2032	50.00	10.00	153.852	153.852	2032	30,309		30.300	153,052	11.539	2032	162,910	30,309
2033	50.00	10.00	153,852	153.852	2033	30,309		30,309	153,652	11,539	2033	162,910	30,309
2034	50.00	10.00	156,929	156.929	2034	30,915		30,915	156,929	11,770	2034	166,169	30,915
2035	50.00	10.00	156,929	156,929	2035	30,915		30,915	156,929	11,770	2035	166,169	30,915
2036	50.00	10.00	160,068	160,058	2038	31,533		31,533	160,088	12,005	2036	169,492	31,533
2037	50.00	10.00	160,068	160.088	2037	31.533		31,533	160,068	12,005	2037	169,492	31,533
2038	50.00	10.00	163,269	163,269	2038	32,164		32,164	163.269	12,245	2038	172,882	32,164
2039	50.00	10.00	163,269	163.269	2039	32,164		32,164	163,269	12.245	2039	172,882	32,164
2040	50.00	10.00	166,535	166,535	2040	32,807		32,807	166,535	12,490	2040	176,339	32,807
2041	50.00	10.00	166,535	166,535	2041	32,807		32,807	166.535	12,490	2041	176,339	32.807
2042	50.00	10.00	169.865	169.865	2042	33,463		33,463	169,865	12.740	2042	179,866	33,463
2043	50.00	10.00	189,865	169.865	2043	33.463		33,483	169,865	12,740	2043	179,866	33,463
2044	50.00	10.00	173,263	173,263	2044	34.133	T	- 34,133	173,263	12,995	2044	183,464	34,133
2045	50.00	10.00	173,263 -	173,263	2045	34.133		34.133	173,263	12.995	2045	183,464	34,133
2046	50.00	10.00	176,728	176,728	2046	34.815		34,815	176.728	13,255	2046	187,133	34.815
2047	50.00	10.00	176,728	176,728	2047	34,815		34.815	176,728	13,255	2047	187,133	34,815
2048	50.00	10.00	180,262	180,262	2048	35,512		35.512	180,262	13,520	2018	190,875	35,512
2049	50.00	10.00	180,262	180,262	2049	35,512	4.0	35,512	180.262	13.520	2049	190,875	35,512
2050	50.00	10.00	183,868	183.868	2050	36.222		36.222	183,868	13,790	2050	194,693	38,222
2051	50.00	10.00	183.868	183,868	2051	36,222		36,222	183,868	13.790	2051	194,693	38,222
2052	50.00	10.00	187,545	187,545	2052	36,946		36 946	187,545	14.086	2052	198,587	36,946
2053	50.00	10.00	187,545	187,545	2053	36.946		36,946	187,545	14,066	2053	198,587	36.945
2054	50.00	10.00	191.296	191,296	2054	37,685		37.685	191,296	14,347	2054	202,559	37,685
2055	50.00	10.00	191,296	191.296	2055	37,685	4	37.685	191,296	14.347	2055	202,550	37,685
2056	50.00	10.00	195,122	195,122	2056	38,439		38.439	195,122	14,634	2056	206,610	38,439
2057	50 00	10.00	195,122	195,122	2057	38,439		38,439	195,122	14,634	2057	206,610	38,439
2058	50.00	10.00	199,024	199,024	2058	39,208		39.208	199,024	14,927	2058	210,742	39,208
2059	50.00	10.00	199,024	199,024	2059	39,208		39,208	199,024	14,927	2059	210,742	39,208
2059	50.00	10.00	203,005	203,005	2060	39,992		39,992	203,005	15,225	2059	210,742	
2060	50.00	10.00	203,005	203,005	2060	39,992		39,992	203,005	15,225	2060		39,992
2061	50.00	10.00	207.065	207,065	2062	40,792	- 11 - 2 - 11 - 11 - 11	40.792	203,005		2062	214,957	39,992
4004	1 20.00	(0.00)	600,163	1 600,103	LUVE	90,732		40.195	201,000	15.530	2002	219,256	40,792

Ph	ø	54	2	

Here v			_					-	-															
Collecti In Year		Duple: Units	Average Price @ 2.00% Inflation	r terres value 20.00%	2nd Year Tax Value @ 75.00%	Value / Val	os Cumulativa us @ Market Velu	Reas	ni Cumulati ve is Assesse ne d'Valori © 7.15%	Carlect	•	Average Price (2 2.00% Infletion	fstYea r Tax Value © 20.00%	Znd Year Tax Value @ 75.00%	3rd Year Tex Value @ 1 100.00%	Tax Value @ 1	ative ;	Reass Ass	ra Collect	•	Average Price @ 2 00% Inflation	Value	Year	
2020	2020		. 7							2020			1						- 2020	51.5	. 3		SIL	
2021	2021		- 99							2021									- 2021					-
2022	2022		- 99							2022	-		9	- 0				-	- 2022		. 9	4 4	40	-
2023	2023		. (2							2023	-		3					-	- 2023	-	. 9		1	7
2024	2024		- 33	1			7			2024	-					100	1 5	-	- 2024				4.0	*
2025	2025						45	5		2025	-					1.5			2025	- 2		6 7	6	*
2026	2026						.5	-		2026			3 3		- (4			-	- 2026		, ,	5 5		
2027	2027		- 8	90 E					7.0	2027	-		3.			1.0	- 83	*	- 2027	-		f 3	i i	*
2028	2028		- 83		9		19			2028						17		-	2028		. 3	5 7	43	*
2029	2029		-	0.00	9				*	2029			2				-	-	2029		. 3	A 9	40	*
2030	2030				9	•	× = 1	-	*	2030									2030			4 *		*
031	2031		- 9		9	•		*	7	2031							-		- 2031			1 1		+
032	2032					1 11			-	2032			31				- 5		- 2032			5 5		
033	2033			1						2033									- 2033		. 9	5 7	100	*
34	2034	133		2				1		2034						-	53	2.5	- 2034			5 7		8.5
135	2035			8 8	5 8					2035		2 7	8 8		1.0				- 2035			t t		
136	2036		100		1	•		8 8		2036		8 3	2		1.5		- 5		2036			5 7	5	*
37	2037		ୃ		1 3					2037							× 2		2037		1	5 7	6	*
138	2038		- 107			5		1		2038			3.				-	-	- 2038			5 5	4	•
39	2039		. 85	8 4	3 3					2039			3						- 2039			1 1		-
40	2040		. 33	9 9					-	2040							*		2040		. 3	5 7	53	50
ит	2041		11.0		9 9	5		4		2041				-					2041			5 7	(1)	200
)42	2042		to 25					100		2042				- 2		- 15		-	2042					
43	2043			,		•		-		2043			3.			10.5			- 2043		. 3		40	
144	2044								*	2044	7		3						2044		. 9			*
45	2045	- 83				•				2045						3.5	5.	100	2045			A 7	60	5.0
46	2046			9 9					7.31	2046			2 0			0.0		1.5	2046				40	**
147	2047				5			*		2047								100	2047					*
М8	2048		- 11		1 3					2048	- 3								- 2048			5 7	40	7
149	2049		T. 02		5	5 22				2049	- 3		3			- 6	- 10	-	- 2049			f 7	1	
050	2050			9		-	*	-		2050	- 4			100		10.7			2050		/ 9	1 7	4	7
)51	2051		**		1 6					2051					3.5		- 1		- 2051			5	4	7
)52	2052									2052							- 63	100	2052		1 3		17	*
)53	2053		2 7							2053			1				1.0		2053		. 8	5 7	10	*
)54	2054			8 8			7	5		2054			0.7						2054	1.0	. 5		1	*
)55	2055		10			•	7	*		2055					100			35	2055	•				•
056	2056							9	7)	2056						1 65	1		2056	2.5			1	
057	2057							7		2057									2057				10	*
058	2058			8			5	-		2058							1		2058			9	45	-
059	2059			S						2059			8				- 1	- 0	2059			0 0	*	
060	2060		70	3 - 3		5 25		in a		2060			3 85		100		- 34	- 0	2081	- 3				-
1061	2061									2061	1					- 33			2062			9 5	*	-
2062	2062						-		9	ZUbZ		-					-	1	+ 2062			-	A70	

Debt Service Mill Levy Revenue

	OF THE OWNER, WHITE				SCOT OCT VICE INTIL EC	- Trevellue	 	
ollection Yea	Debt Service Mill Levy	O&M Mill Levy	Duplex Units	0	0	0	Total DS Mill Levy	Collection Year
2020	50.00	10.00		SAME A SAME		the Charles		2020
2021	50.00	10.00						2021
2022	50.00	10.00						2022
2023	50.00	10.00	The state of the state of			1000	9,287	2023
2024	50.00	10.00					53,696	2023
2025	50.00	10.00					126,077	2024
2026	50.00	10.00					186,683	2026
2027	50.00	10.00				72.45	222,894	2027
2028	50.00	10.00					238,474	2028
2029	50.00	10.00					238,474	2029
2030	50.00	10.00					243.243	2030
2031	50.00	10.00					243,243	2031
2032	50.00	10.00					248,108	2032
2033	50.00	10.00					248,108	2033
2034	50.00	10.00					253.070	2033
2035	50.00	10.00					253,070	2035
2036	50.00	10.00				- 3	258,132	2036
2037	50.00	10.00					258,132	2037
2038	50.00	10.00					263,294	2038
2039	50.00	10.00					263,294	2039
2040	50.00	10.00				4 6	268,560	2040
2041	50.00	10.00					268,560	2041
2042	50.00	10.00					273,932	2042
2043	50.00	10.00					273,932	2043
2044	50.00	10.00					279,410	2044
2045	50.00	10.00					279,410	2045
2046	50.00	10.00					284,998	2046
2047	50.00	10.00					284,998	2047
2048	50.00	10.00			W 101 3		290,698	2048
2049	50.00	10.00					290,698	2049
2050	50.00	10.00					296,512	2050
2051	50.00	10.00					296,512	2051
2052	50.00	10.00				X .	302,443	2052
2053	50.00	10.00					302,443	2052
2054	50.00	10.00				THE REAL PROPERTY.	308,491	2054
2055	50.00	10.00					308,491	2055
2056	50.00	10.00	7.18				314.661	2056
2057	50.00	10.00					314,661	2056
2058	50.00	10.00					320,955	2057
2059	50.00	10.00	1 31				320,955	2058
2060	50.00	10.00		70			320,955	2059
2061	50.00	10.00					327,374	2060
2062	50.00	10.00					333,921	2061

Phase 3

oliection Year	Cumulative Assessed Value @ 7,15%	Golfaction Year	0	Werage Price @ 2.00% Inflation	1stYear Tax Value @ 20,00%	7 2nd Year Tex Velue 20 75.00%	3rd Year Tax Value & 100 00%	4th Year Tex Volue @ 100.00%	Cumulative Market Value	Blomnlat Reassessm ent	Cumulative Assessed Value @ 7.15%	Collection Year
2020		2020										2020
2021		2021										2021
2022		2022										2022
2023		2023		2							- 1	2023
2024		2024								3 3		2024
2025		2025										2025
2026		2026		200								2026
2027		2027										2027
2028		2028	- 9							2 12	6.0	2028
2029		2029		- 3								2029
2029	- 6	2029	10								3	2030
	4		10.00								- 3	
2031	•	2031	1.5			5 1				5		2031
2032	1.0	2032	7									2032
2033		2033	100									2033
2034		2034		+								2034
2035	120	2035		-		-				5 (2)		2035
2036		2038										2036
2037		2037	4									2037
2038		2038	-									2038
2039		2039									7	2039
2040		2040	-	3								2040
2041		2041	-									2041
2042		2042	-				- 4	,				2042
2043		2043										2043
2044		2044										2044
2045		2045									- 2	2045
2046		2048	- 2	1.5			. 19					2046
2047		2047	-									2047
2048		2048	100									2048
2049		2049	10							3		2049
2050		2050										2050
2051		2051		1.0		7.0						2051
2052		2052										2052
2052		2053					33			1		2053
2053		2053		1		-						2054
			- 3									2055
2055		2055		- i						9 15		2056
2058		2056										
2057		2057				*		9		5 (5		2057
2058		2058					. 0					2058
2059		2059				-						2059
2060		2060	-					1 7 7				2060
2061		2061								5 10		2061
2062		2062				-						2062

			Debt Service Mill Le	y Revenue		&M Mill Levy Revenue		S.O. Taxes (Det	t Service			
lection Yes	Debt Service Milt Levy	OBM MIII Levy		Total DS N (Lbny	Collection Year		Total GEM Mill Revenue	Total Mis Lenio I	artes (i) 7,50°	Collection Year	Total Phase 1 Revenue Avalishie for Debt Service	Total Pr 1 Reve Avaita for Operate
2020	50.00	10.00			2020					2020		
2021	50.00	10.00	40		2021		1			2021		
2022	50.00	10.00			2022		-			2022	14 14	
2023	50.00	10.00		11,685	2023	193	2,302	11,685	876	2023	12,373	2.3
2024	50.00	10.00		55,971	2024		- 11,026	55,971	4,198	2024	59.266	11.0
2025	50.00	10.00		- 115,511	2025	177	22,756	115,511	8.663	2025	122,311	22
2028	50.00	10.00		181,031	2026	245	35.863	181,031	13,577	2026	191,689	35,6
2027	50.00	10.00		237,148	2027	14.	45,718	237,148	17,786	2027	251,110	46.7
2028	50.00	10.00		260,491	2028		51.317	260,491	19,537	2028	275,828	51,3
2029	50.00	10.00		260,491	2029	100	51,317	260,491	19,537	2029	275,828	51.3
2030	50.00	10.00	-60	265,701	2030	11 323	52.343	265.701	19,928	2030	281,344	52,3
2031	50.00	10.00	-	265,701	2031	177	52.343	265,701	19,928	2031	281.344	52.3
2032	50.00	10.00		271,015	2032		53,390	271,015	20,326	2032	286,971	53.3
2033	50.00	10.00		271,015	2033	4-	53,390	271,015	20,326	2033	286,971	53,
2034	50.00	10.00		276,435	2034		54,458	276,435	20,733	2034	292,710	54
2035	50.00	10.00		276,435	2035	10 W. W. L. P.	- 54,458	276.435	20,733	2035	292,710	54
2036	50.00	10.00		281,964	2036	1.	- 55,547	281,964	21,147	2036	298,565	55.
2037	50.00	10.00		281,964	2037	0.0	- 55,547	281,964	21,147	2037	298,565	55.
2038	50.00	10.00	100	- 287,603	2038		56.658	287,603	21,570	2038	304,536	56,
2039	50.00	10.00	4	- 287,603	2039	1	56,658	287,603	21,570	2039	304,536	56,6
2040	50.00	10.00	45	- 293,355	2040		57,791	293.355	22,002	2040	310,627	57,
2041	50.00	10.00		- 293,355	2041	45	57,791	293,355	22,002	2041	310,627	57,7
2042	50.00	10.00	21	299,222	2042	1.00	58,947	299,222	22,442	2042	316,839	58,9
2043	50.00	10.00		299,222	2043		58,947	299,222	22,442	2043	316,839	58,9
2044	50.00	10.00		305,207	2044		60,126	305,207	22,891	2044	323,176	60 1
2045	50.00	10.00	US PACE VIEW	305,207	2045	199	60,126	305,207	22,891	2045	323,176	60,1
2046	50.00	10.00		311,311	2048		61,328	311,311	23,348	2046	329.640	61.3
2047	50.00	10.00		311,311	2047		61.328	311,311	23,348	2047	329,640	61,3
2048	50.00	10.00	40	317,537	2048		62,555	317,537	23,815	2048	336,232	62,
2049	50.00	10.00		317,537	2049		62,555	317,537	23,815	2049	336,232	62
2050	50.00	10.00		323.888	2050		63,806	323.888	24,292	2050	342,957	63,
2051	50.00	10.00		- 323,888	2051		63,806	323,888	24,292	2051	342,957	63,
2052	50.00	10.00		330,366	2052		- 65,082	330,366	24,777	2052	349,816	65,
2053	50.00	10.00	*	330,366	2053		65,082	330,366	24,777	2053	349,818	65,0
2054	50.00	10.00		336,973	2054	5-	66.384	336.973	25.273	2054	356,812	66.
2055	50.00	10.00	5.0	336.973	2055		66.384	336,973	25,273	2055	356,812	66,3
2056	50.00	10.00		343,713	2056		- 67,711	343,713	25,778	2056	363,949	67.3
2057	50.00	10.00		343,713	2057		67.711	343.713	25,778	2057	363,949	67,
2058	50.00	10.00	10.5	350,587	2058	100	69,066	350,587	26,294	2058	371,228	69.0
2059	50.00	10.00	17.0	- 350.587	2059	3.0	69,066	350,587	26,294	2059	371,228	69,
2060	50.00	10.00	13	357,599	2060	1:150	70,447	357,599	26,820	2060	378,652	70,
2061	50.00	10.00		357,599	2061	100	70,447	357,599	26,820	2061	378,652	70.4
2082	50.00	10.00		- 364 751	2062		71.856	364,751	27,356	2062	386,225	71.8

Average Price @ 2,00% Intellion	falYear Tro Value (2) 20 00%	Tex Value To	se Value Va	Coar Tax Sive @ Curl 10.00%	nulative Market Value	Biorini Roasses stit		Cumulative Assessed Value @ 7.15%	Collection Year	Aggregate Assessed Value	Aggregate Market Value
	The same of the sa	The state of the s		ACC ACC			MANUAL MANUA	The same of the sa			
									2020 2021	- A - 19	
								100	2022		
12			100						2023	233,699	3,268,521
- 5									2024	1,119,419	15,656,214
			2.						2025	2.310,210	32,310,634
			83	- 27					2026	3.620,622	50,638,071
						_			2027	4,742,959	66,335,097
100									2028	5,209.824	72.864,669
- 10			1			9			2029	5,209,824	72,884,689
									2030	5,314,020	74,321,963
									2031	5,314,020	74,321,963
- 12									2032	5,420,301	75,808,402
85		9 999		- 1					2033	5,420,301	75,808,402
		D 40	1.2						2034	5,528,707	77,324,570
									2035	5,528,707	77,324,570
92		2 600							2036	5,639,281	78,871,061
- 2		0 200							2037	5,639,281	78,871,061
									2038	5,752,087	80,448,483
92			100						2039	5,752,067	80 448,483
				- 0					2040	5,867,108	82,057,452
			32.0	20		2011			2041	5,867,108	82,057,452
		3 126		37					2042	5,984,450	83,698,601
103				200					2043	5,984,450	83,698,601
									2044	6,104,139	85,372,573
32				- 23					2045	6,104,139	85,372,573
1/2		2 532	9.0	- 2					2046	6.226,222	87,080,025
									2047	8,226,222	87,080,025
									2048	6,350,746	88.821.625
- 2		910	6.4	2			2		2049	6.350,746	88.821.625
			2.2						2050	6,477,761	90,598,058
									2051	6,477,761	90,598,058
			-						2052	6,607,316	92,410,019
112				_					2053	6,607,316	92,410,019
			1000	-		2			2054	6,739,463	94,258,219
7.2						2			2055	6,739,463	94,258,219
									2056	6,874,252	96,143,384
			5.1				200	-	2057	6,874,252	96,143,384
		. 353	100					2	2058	7,011,737	98,066,251
100				4.5		2		4	2069	7,011.737	98,066,251
9.7						9			2060	7,161,972	100,027,577
				***					2061	7,151,972	100,027,577
						2.			2062	7.295,011	102,028,128

O&M Mill Levy Revenue

Luxury Townhom es	Single- Building Condos	Loft Condos	Duplex Units	0	0	0	0	Total O&M Mill Revenue
-			7.5		-	- 0		
-		-		-	-			
-	1,830			-				1,830
-	8,764	1,814	-					10,578
	16,183	8,654	253	177	7.			24,837
-	18,839	17,937	-	-	+	- 15		36,777
	18,839	25,071	-					43,910
-	19,216	27,763	-	3	100			46,979
-	19,216	27,763		-	-			46,979
	19,600	28,319		-				47,919
-	19,600	28,319	-	-				47,919
1	19,992	28,885	-		-	1.0		48,877
-	19,992	28,885			-	-		48,877
7.0	20,392	29,463	2.70	8.04	10.5			49,855
-	20,392	29,463	-		1.0			49,855
21	20,800	30,052		- 5	274			50,852
-	20,800	30,052	-		-	-		50,852
-	21,216	30,653	-		-	-		51,869
-	21,216	30,653	-					51,869
	21,640	31,266		-	-	-		52,906
	21,640	31,266						52,906
-	22,073	31,891						53,965
5.0	22,073	31,891	-			1.5		53,965
-	22,514	32,529	-	-	-			55,044
- 0	22,514	32,529	1.50					55,044
	22,965	33,180			-	-		56,145
7.5	22,965	33,180	-		-			56,145
-	23,424	33,844	-					57,268
-	23,424	33,844	-	-	-	-		57,268
	23,893	34,520		-		-		58,413
	23,893	34,520		-		-	-	58,413
-	24,370	35,211	-					59,581
-	24,370	35,211		-		-		59,581
31	24,858	35,915				-		60,773
*	24,858	35,915				-		60,773
7.7	25,355	36,633	3.53		1 27			61,988
-	25,355	36,633		-			-	61,988
-	25,862	37,366	-				1	63,228
-	25,862	37,366	-		-	-	-	63,228
+	26,379	38,113	7	-	1.5	-		64,493
	26,379	38,113	- 1		-			64,493
	26,907	38,876						65,782

S.O. Taxes	Daht	Samina	à
J.U. Taxes	IDEDI	Service	"

otal Mill Levy)O '	Гахе <u>ş</u> @ 7.50°	Collection Yes	Total Phase 1 Revenue Available for 1 Debt Service	
		2020		
	-	2021		
		2022		
9,287	697	2023	9,834	1,830
53,696	4,027	2024	56,857	10,578
126,077	9,456	2025	133,500	24,837
186,683	14,001	2026	197,674	36,777
222,894	16,717	2027	236,017	43,910
238,474	17,886	2028	252,514	46,979
238,474	17,886	2029	252,514	46,979
243,243	18,243	2030	257,564	47,919
243,243	18,243	2031	257,564	47,919
248,108	18,608	2032	262,716	48,877
248,108	18,608	2033	262,716	48,877
253,070	18,980	2034	267,970	49,855
253,070	18,980	2035	267,970	49,855
258,132	19,360	2036	273,329	50,852
258,132	19,360	2037	273,329	50,852
263,294	19,747	2038	278,796	51,869
263,294	19,747	2039	278,796	51,869
268,560	20,142	2040	284,372	52,906
268,560	20,142	2041	284,372	52,906
273,932	20,545	2042	290,059	53,965
273,932 279,410	20,545 20,956	2043 2044	290,059 295,861	53,965
279,410	20,956	2045	295,861	55,044 55,044
284,998	21,375	2046	301,778	56,145
284,998	21,375	2047	301,778	56,145
290,698	21,802	2048	307,813	57,268
290,698	21,802	2049	307,813	57,268
296,512	22,238	2050	313,970	58,413
296,512	22,238	2051	313,970	58,413
302,443	22.683	2052	320,249	59,581
302,443	22,683	2053	320,249	59,581
308,491	23,137	2054	326,654	60,773
308,491	23,137	2055	326,654	60,773
314,661	23,600	2056	333,187	61,988
314,661	23,600	2057	333,187	61,988
320,955	24,072	2058	339,851	63,228
320,955	24,072	2059	339,851	63,228
327,374	24,553	2060	346,648	64,493
327,374	24,553	2061	346,648	64,493
333,921	25,044	2062	353,581	65,782

4th Year 1 Tax Vetue (2: 8 100:00%	ative farke	Rea	ns Assesse me d'Value	Collect ion Year	Aver Price 2.0 Initia	• 6	r Tex Value GB 20 00%	Zad Year Tax Value © 75.00%	Tax Value @	4th Year Tax Value (1 100 00%	stive Marko	Res	ni Cumelati ve is Assesse ne d'Value © 7.15%	Coffect ion Year	2.0	rage ce @	r Tax Value Q 20.00%	2nd Year Tax Value @ 75.00%	Tax Value @	4th Year Tax Value @ 100.00%	alive Market	al	Cumulati ve Assesse d Value & 7 15%	V6 Assesse d Value	Collect on Year	Apgregate Assessed Value	Apgregate Market Valu
				2020										2020											2020		
		*		2021	14	-								2021	-	-									2021		
		•	100	2022			-						(a)	2022		-	1 1								2022		
		•	100	2023	-							-		2023		-			-					-	2023	185,745	2,597.837
		•		2024	•									2024					2		20				2024	1,073.918	15.019,829
7.0		3		2025	-		10		20 1	4	53			2025	-	-	1.5		3 3						2025	2,521,540	35.266,289
7.5		7	373	2026	-	7								2026											2026	3,733.887	52,219,121
7.7		÷.		2027	-				5 6					2027		-								4	2027	4,457,883	62,348,013
- 5	- 6			2028	•	-	1987							2028	*		10.5								2028	4.769,479	66,705,997
				2029			-			2				2029											2029	4,769,479	86,705,997
				2030	-									2030		*			-						2030	4.884.868	68,040,117
				2031	-									2031		- 20					9 .				2031	4,864,868	68,040,117
7				2032	-	-	-							2032	-			100	1		6				2032	4.962,166	69,400.920
-		5		2033										2033			-								2033	4,962,166	69,400.920
- 5				2034						3 5	33			2034					2.17						2034	5,061,409	70,788,938
- 1				2035	•	-	157		16	116		•	Se 100	2035			112.		100					,	2035	5,061,409	70,788,938
		-			-					2	38 3				5						8 3				2036	5,162.637	72.204.717
70		ž.		2037										2037		. 5	1000								2037	5,162,637	72,204,717
					•									2038		-						9		2	2038	5,265.890	73.648,811
- 7		6		2039	-		100							2039				8.6							2039	5,265,890	73.648,811
		-	8.5	2040	*	- 5	-							2040		1							17.		2040	5,371.208	75.121,787
- 0		ō i		2042	-		165							2042											2041	5,371.208	75,121,787
- 5		-		2043		- 5									0										2042	5,478.632	76.624,223
- 60		9		2044		ै								2043			100								2043	5.476.632	76,624,223
		-		2045		- 7	- 1			9	7			2045				/							2044	5,588,205 5,588,205	78,156,708
50		9	200	2046		13								2045					8 0	3	200				2045 2046		78,156,708
				2047	-		200					2		2047											2045	5.699,969 5,699,969	79,719,842
- 0			32	2048	10	- 1	100				30			2048										9 9	2048	5,813,968	81,314,239
- 9		3	0.9	2049		- 2	- 10						() (d)	2049	200									- 1	2049	5,813,968	81,314,239
0.0				2050		- 0	.038		3/		3 1			2050	-		100						57		2050	5.930,247	82,940.523
- 0		0	100	2051	1	- 3	- 7		38		33 (			2051	131	1.50			8		7				2050	5,930,247	82,940,523
- 6		ě.		2052			220							2052							3	1 16			2052	6,048,852	84.599.334
0.0		8	200	2053	-				0		100			2053		123	300			1 310		3	153		2052	6,048.852	84.599.334
- 8		9	200	2054										2054		- 23					2			5	2054	6,169.829	86,291,320
- 2		2	45	2055			1.7							2055		- 3					3		100		2055	6,169,829	86.291,320
- 5			25.8	2056										2056	-	- 6				4					2056	6,293.226	88.017,147
0.0		9	0.0	2057										2057			100					3			2057	6,293,226	88.017,147
		8	200	2058	12	- 6	- 22							2058		11.						10	2		2058	6,419,091	89,777.490
				2059										2059							100	1			2059	8.419.091	09,777.490
93				2060										2060	-					1			1		2060	8.547.472	91,573,040
- 0		á	3.3	2061	3.5		1.2		30					2061	4								35		2061	6.547.472	91,573,040
				2062	7.	20	-		24					2062								9 82		9 1	2062	6.678.422	93.404.500

Ξ	*	U			×	Y	- 1		AB	AC.	AD-	AE	h.	EN		I E
		Cumulative														-
make a	Bionnial Market Ressauam ent	Assessed Value @ 7,15%	Collection Yes	Loft Condos	Price Q 2.00% Inflation	Value @ 20 00%	7nd Year Tax Value @ 75.00%	3rd Year Yax Value @ 109.00%	Value @ 100 00%	lative Market	Bionnial Ressessm em	Comulative Assessed Value (§ 7.15%	Collection Yes	Appregate Assessed Valu	Aggregate Market Va	
			2020	-		TWA TE	-,410-	19					2020			7
			2021									2	2021			-
			2022								400	1 1	2022			
			2023						19			1	2023	200 314	2,801,589	-
	2		2024										2024	959.502	13,419,612	-
			2025										2025	1.938,499	27,111,874	-
		3	2028	-				- 1					2026	2.691,163	37,638,639	-
	- 1		2027										2027	2,899,569	40,553,413	
	- 1		2028								-		2028	2,957.560	41,364,481	- 1-
			2029										2029	2,957,560	41.384,481	1
			2030										2030	3,016,712	42,191,771	-
		61	2031		1.4			34					2031	3.016,712	42,191,771	
	100	9	2032				2.7				- 9	6 10	2032	3,077,046	43,035,606	1
			2033										2033	3,077,046	43,035,606	-
			2034		-							3 6	2034	3,138.587	43.896,318	- 1
	- 3	- A	2035		22	-		12					2035	3.138.587	43,896,318	- 1
			2036										2036	3,201,358	44,774,244	-
	20 104		2037										2037	3.201,358	44,774,244	
			2038	- 4				-	300			50	2038	3,265,386	45.669,729	-
			2039	1000					- 10				2039	3.285,386	45,669,729	
			2040		- 4	- 2		= 17					2040	3,330.693	46.583,124	
			2041	196	- 2			5				10	2041	3.330.693	46.583,124	-
	2 1 2	9 252	2042										2042	3.397.307	47.514.786	-
			2043		1 54		-						2043	3,397,307	47,514,786	-
		S 2	2044										2044	3.465.253	48,465,082	- 1
			2045										2045	3,465,253	48,465,082	l b
			2046										2046	3,534,558	49.434.384	-
	2.3	-	2047				1.5	-					2047	3,534 558	49,434,384	1
			2048	12 230			100						2048	3,605,250	50,423.071	-
		-	2049		-								2049	3.805,250	50,423,071	
		1	2050					700					2050	3.677,355	51,431 533	
			2051										2051	3,677,355	51.431,533	-
			2052	3.73									2052	3,750.902	52,460,164	-
		9	2053	4	-			- 7.			3		2053	3,750,902	52.460.164	
		0.9	2054		-						all unes		2054	3.625,920	53,509,367	1
		- 1	2055				135						2055	3.925.920	53,509,367	1
		0.00	2056	-	-						3 7		2056	3.902,438	54,579,554	1
		- 9	2957			-							2057	3,902,438	54,579,554	1
			2058										2058	3,980,487	55.671.145	-
	100		2059										2059	3.980.487	55,671,145	1
	11.	100	2060									-	2060	4,080,097	56,784,568	
	23 62		2061	10.00	- 0				100				2061	4,060,097	56,784,568	
		100000	2062										2062	4.141,299	57.920.259	-

## **EXHIBIT F**

Town Intergovernmental Agreement

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## INTERGOVERNMENTAL AGREEMENT

#### Among

## THE TOWN OF WINTER PARK, COLORADO,

#### And

#### LAKOTA POINTE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the TOWN OF WINTER PARK, a Colorado home-rule municipal corporation (the "Town"), and LAKOTA POINTE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and District are each a "Party" and collectively referred to as the "Parties."

#### RECITALS

WHEREAS, the District has been organized as a means of furnishing certain capital
facilities and services to and for the benefit of property in the Town, which is currently being
developed under the name "Lakota Pointe," which name may change as development progresses
(the "Development"), as more fully set forth in the Service Plan for Lakota Pointe Metropolitan
District approved by the Town on, 20 (the "Service Plan"); and

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

WHEREAS, in compliance with the Service Plan and taking into account the best interest of the Parties' respective taxpayers, residents, and property owners, the Parties hereby enter into this Agreement to promote the coordinated development of the Development.

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 agree as follows:

### COVENANTS AND AGREEMENTS

1. <u>Town Land Use Powers Exclusive</u>. The Town shall have and will exercise sole and exclusive jurisdiction over land use and building, e.g. zoning, subdivision, building permitting, and decisions affecting development of property within the boundaries of the District. Construction of all Public Improvements (as defined herein) shall be subject to applicable ordinances, codes, and regulations of the Town. The District shall not take any action contrary to such decisions or orders of the Town, nor will the District take or attempt to take any action, either directly or by omission, in violation of any such decision or order. Except as provided in Section 3.b below,

District projects and the construction thereof shall be subject to Town ordinances, codes, and regulations.

2. <u>Change in Boundaries</u>. The inclusion of additional property located within the Town but not located within the Service Area (as defined in the Service Plan) and the furnishing of services outside of the Service Area of the District shall be subject to the approval of the Town, which approval shall not be unreasonably withheld or conditioned. In no event shall the District include into its legal boundaries any property not located within the corporate limits of the Town at the time of inclusion.

## 3. Public Improvements.

- a. <u>Construction by District</u>. The obligations of Lakota Land Group, Ltd, a Colorado corporation (the "Developer") under the Town's subdivision and other regulations to construct public improvements for the benefit of the Development may be performed by the District. If constructed by the District, the improvements shall be subject to this Agreement and shall be referred to herein as "Public Improvements."
- b. <u>Town Ownership</u>, <u>Operation</u>. The dedication of specific Public Improvements to and acceptance thereof by the Town for operation and maintenance shall be determined by the Town in accordance with Town ordinances, codes, and regulations at the time of and in connection with the Town's review and consideration of subdivision plats filed by the owner or developer of property within the Development. Each Public Improvement to be dedicated to the Town for operation and maintenance shall be designed, acquired, constructed, and installed in accordance with Town standards, and Town ordinances, codes, and regulations shall govern and control the process and requirements for design, construction, and dedication of such Public Improvements to the Town. The Town shall be under no obligation to accept any Public Improvement that does not conform with all such requirements.
- c. <u>Design Standards</u>. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the applicable permits for construction and installation of Public Improvements prior to performing such work.
- d. Operation and Maintenance. All Public Improvements which are not conveyed to and accepted by the Town or some other public entity shall be subject to the ordinances, codes, and regulations of the Town but shall be owned, operated, maintained, repaired, and replaced by the District. They shall be public facilities and shall be generally available for use by the public at large. All Public Improvements shall be fully accessible by and available to duly authorized representatives of the Town, including police and building/zoning officials, and to providers of fire, ambulance, and other health and emergency services.

- 4. <u>Bankruptey</u>. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the Town 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 State law, included in the "political or governmental power" 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 non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).
- 5. <u>Board of Directors Town Representative</u>. The District shall provide notice of meetings, meeting materials, and copies of such other materials and documents furnished to members of the District's Board of Directors (the "Board") for Board meetings to a Town-appointed representative ("Town Representative"). Notwithstanding the foregoing, the District shall not be required to provide documents and materials to the Town Representative which are not subject to disclosure to the public pursuant to the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. The Town Representative will be allotted a reasonable amount of time at each Board meeting to address the Board regarding Town positions on District action.
- 6. <u>Maximum Debt Mill Levy</u>. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:
  - a. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section 6.b below; provided that if, on or after January 1, 2020, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2020, 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.
  - b. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

c. For purposes of the foregoing, once Debt has been determined to be within Section 6.b above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207(2), C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

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

- 7. <u>Additional Provisions</u>. The District will comply with the following provisions, which are also additional requirements and limitations imposed upon the District in the Service Plan or are conditions of the Town's approval thereof:
  - a. The District may exercise its powers granted herein and by the Special District Act, other applicable statutes, common law, and the Constitution of the State of Colorado, as the same currently exist and as may be amended from time to time in the future, insofar as they do not deviate in a material manner from the requirements of the Service Plan pursuant to Section 32-1-207(2), C.R.S., which material modification may be enjoined by the Town unless approval from the Town is first obtained.
  - b. Unless otherwise approved in writing by the Town Council, which approval shall not be unreasonably withheld, delayed, or conditioned, the District's bonded debt shall be subject to an aggregate limit of eight million dollars (\$8,000,000) (the "Debt Cap"), a maximum net effective interest rate of eighteen percent (18%) per annum, and a maximum underwriter discount of five percent (5%). These limitations were established and agreed based upon current financial market conditions and current construction costs generally. District requests based upon changes in these and other relevant and appropriate factors shall be given favorable consideration. No such change shall be deemed a material modification of the Service Plan.
  - c. The District shall not apply for or claim any entitlement to Conservation Trust Fund money for which the Town is eligible to apply through the Colorado Department of Local Affairs.
  - d. The Town's remedies for failure of the District to comply with this Agreement or any material provision of the Service Plan shall include authority for the Town, upon a finding of such failure by the Town Council, following notice to the District

and an opportunity to be heard, to pursue any remedy at law, including pursuant to the Special District Act.

- e. The District shall file any ballot issue with the Town prior to referring the same to its electors and will provide the Town a copy of any financial plan (including interest rates and security terms) prior to any Debt issuance if the financial plan differs from that attached to the Service Plan as Exhibit E. The Town may, pursuant to the provisions of Section 32-1-207(3)(a), C.R.S., enjoin any proposed action in connection therewith which is not in material compliance with the Service Plan. The District will work cooperatively with the Town to implement the various provisions of the Service Plan. Notwithstanding the foregoing, nothing shall prohibit the District from seeking approval of the full amount of the Debt Cap for each of the various Public Improvement types, to vote dollar amounts, interest rates, or terms for any debt or taxing question that exceed the various limits provided herein in order to provide sufficient flexibility for the District to operate in the future. The District shall not, however, be authorized to issue Debt, levy taxes, or take other action in material violation with the Service Plan or this Agreement, regardless of whether such action is authorized in any election.
- f. The rate of interest paid by the District on any loan from or any reimbursement payable to the Developer shall not exceed eight percent (8%) per annum, compounded annually.
- g. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls, and charges, in accordance with Section 38-35.7-101, C.R.S.
- h. The District shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.
- i. The District shall pay the full cost incurred by the Town to review and consider any and all applications for an amendment to the Service Plan.
- 8. Notices. All notices, demands, requests, or other communications to be sent by one Party to the others 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:

Lakota Pointe Metropolitan District Icenogle Seaver Pogue, P.C. 4725 S. Monaco Street, Suite 360 Denver, CO 80237

Attn: Alan D. Pogue

To the Town:

Town of Winter Park

P.O. Box 3327

Winter Park, CO 80482

With a copy to:

Kendra Carberry, Town Attorney

Hoffmann, Parker Wilson & Carberry, P.C.

511 Sixteenth Street, Suite 610

Denver, CO 80202

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 for overnight delivery, or three (3) business days after deposit in the United States mail. By giving the other Parties 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.

- 9. Precedence. Recognizing that full development of the Development may take considerable time, the Town approved the Service Plan with sufficient flexibility to accommodate and enable the District to respond to changed conditions over time, while still relying upon the provisions of this Agreement to enable the Town to exercise appropriate control and supervision of the District as provided by State law. Accordingly, any conflict or inconsistency between the Service Plan and this Agreement shall be resolved in favor of the provisions of this Agreement.
- 10. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 11. <u>Amendment</u>. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly executed by the Parties and authorized by their respective governing bodies, without necessarily requiring amendment to any Service Plan. The need for formal amendment to the Service Plan shall be determined according to state law then in effect and any applicable express provision of this Agreement or the Service Plan.
- 12. Enforcement. This Agreement may be enforced in law or in equity according to State laws and statutes. By executing this Agreement each Party commits itself to perform pursuant to these terms contained herein, and a breach hereof which results in recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the Party not in breach hereof.
- 13. <u>Venue</u>; Choice of Law. Venue for the trial of any action arising out of any dispute hereunder shall be the District Court in and for Grand County, Colorado pursuant to the appropriate rules of civil procedure. This Agreement shall be governed and construed in accordance with State laws.

- 14. Scope of Benefits. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as Parties, nor to limit in any ways the powers and responsibilities of the Town, the District, or any other entity not a Party hereto.
- 15. <u>Severability</u>. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 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, delayed, or conditioned. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual. The rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 17. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 18. <u>Interpretation</u>. Paragraph headings are used for convenience of reference only. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Signatures on the following page]

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

LAKOTA POINTE METROPOLITAN DISTRICT

	By:
ATTEST:	
By: Its:	
	TOWN OF WINTER PARK
	By: Mayor Street
ATTEST:	
By: Danda Jadre	

[Signature page to Intergovernmental Agreement]

## RECEIVED

DEC 03 2021

## Div of Local Government

## TOWN OF WINTER PARK RESOLUTION NO. 1892 SERIES OF 2021

# A RESOLUTION APPROVING THE SERVICE PLAN FOR LAKOTA POINTE METROPOLITAN DISTRICT

WHEREAS, a Service Plan (the "Service Plan") for the organization of the Lakota Pointe Metropolitan District (the "District") was filed with the Town on or about June 16, 2021;

WHEREAS, pursuant to applicable law, the Town Council has authority to review the Service Plan with reference to need, service and economic feasibility; and

WHEREAS, at a properly-noticed public hearing on August 17th, 2021, the Town Council reviewed the Service Plan.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Winter Park as follows:

## <u>Section 1</u>. The Town Council hereby finds and determines as follows:

- a. That there is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;
- b. That the existing service in the area to be served by the proposed District is inadequate for present and projected needs;
- c. That the proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries;
- d. That the area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
- f. That the facility and service standards of the proposed District is compatible with the facility and service standards of the Town;
  - g. That the proposal is in substantial compliance with the Town's master plan;
- h. That the proposal is in substantial compliance with the county, regional or state long-range water quality management plan for the area;
- i. That the creation of the District will be in the best interests of the area proposed to be served;

- That the creation of the District will be in the best interests of the residents or future residents of the area proposed to be served;
- That the creation of the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the proposed District.
- Based on the foregoing findings and all information presented to the Town Council regarding the Service Plan, including without limitation the representations by and on behalf of the proponents of the District, the Service Plan for the District is hereby approved, subject to the conditions set forth in Section 3.
- Section 3. Pursuant to C.R.S. § 32-1-204.5(1)(c), the Town Council hereby imposes the following conditions upon its approval of the Service Plan:
- Prior to the hearing date set by the Grand County District Court pursuant to C.R.S. § 32-1-304, the complete, fully and properly executed originals of the following documents shall be filed with the Town Clerk: the property owners' consent(s); the engineer's stamped opinion of probable costs; and the final financial plan.
- At its first meeting after its organizational election, the District shall execute the Intergovernmental Agreement with the Town (the "IGA") attached to and required by the Service Plan and promptly deliver an executed original of the IGA to the Town.

PASSED, ADOPTED AND APPROVED this 17th day of August, 2021.

ATTEST:

Danielle Jardee, Town Clerk