

SERVICE PLAN

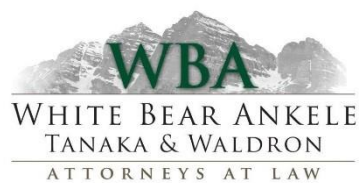
FOR

**REUNION SPORTS, ENTERTAINMENT AND CULTURAL METROPOLITAN
DISTRICT**

CITY OF COMMERCE CITY, COLORADO

Prepared

By



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I. DEFINITIONS

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

Board: the board of directors of the District.

City: the City of Commerce City, Colorado.

City Approvals: means, collectively, (a) the final plats for the areas within the District, (b) the final development plans and/or landscape plans for the areas within the District, (c) the construction plans for the public improvements within the District; (d) the development agreements, a/k/a subdivision improvement agreements for areas within the District, (e) any other agreements between the City and the District relating to the area within the District, including, as applicable, the District Activities IGA, and (f) any amendments made to any of the foregoing documents.

City Code: the City of Commerce City Revised Municipal Code.

City Council: the City Council of the City of Commerce City, Colorado.

Debt: bonds or other obligations for the payment of which the Districts have promised to impose an ad valorem property tax mill levy and/or collect Fee revenue. The definition of Debt shall include intergovernmental agreements that contain a pledge of an ad valorem property tax mill levy and/or Fee revenue.

District: the Reunion Sports, Entertainment and Cultural Metropolitan District.

District Activities IGA: an intergovernmental agreement between the District and the City regarding certain limitations of the District's activities, attached hereto as **Exhibit D**.

District Boundary: the boundary of the original District area described in the District Boundary Map.

District Boundary Map: the map attached hereto as **Exhibit C-1**, describing the District's original boundary.

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

External Financial Advisor: a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) is an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market

Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.16 below.

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

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

Inclusion Area Boundary Map: the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Maximum Combined Mill Levy: means the maximum combined Maximum Debt Mill Levy and Operations and Maintenance Mill Levy that may be imposed by the District, as identified in Section VI.C.4 hereof.

Maximum Debt Mill Levy: the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C.1 below.

Maximum Debt Mill Levy Imposition Term: the maximum term for imposition of a mill levy as identified in Section VI.D, below.

Mill Levy Adjustment: means if, on or after January 1 of the year of approval of the Service Plan, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy, the Operations and Maintenance Mill Levy, and the Maximum Combined Mill Levy may be increased or decreased to reflect such changes, such increases and 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 applicable mill levy, as adjusted for changes occurring after such January 1, 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.

Operate and Maintain or Operation and Maintenance: means (a) the ongoing operation, maintenance, planning, design, acquisition, construction, repair and replacement of all or a portion of the Public Improvements or the provision of services related thereto; and (b) the reasonable and necessary costs of ongoing administrative, accounting and legal services to the District; all in accordance with the provisions and requirements of, as applicable, the Special District Act, this Service Plan, the District Activities IGA, the City Code and the City Approvals.

Operation and Maintenance Mill Levy: means the mill levy the District is permitted to impose for the payment of the District's Operation and Maintenance Costs, as set forth in Section VI.C.4 below.

Project: the development or property commonly referred to as the Reunion Sports, Entertainment and Cultural Complex.

Public Improvements: a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, operated, maintained and financed as generally described in the Special District Act, except as specifically limited in Section V below, that benefit the Service Area and serve the future taxpayers and inhabitants of the Service Area as determined by the Board. Public Improvements shall specifically include the venues and amenities that are located within the District and open and available to the general public.

PUD Zone Document: an entitlement plan as approved by the City pursuant to the City Code for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Service Area: the property within the District Boundary Map and the Inclusion Area Boundary Map, as set forth on Exhibits C-1 and C-2.

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

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

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

State: the State of Colorado.

TABOR: Section 20 of Article X of the Colorado Constitution also known as the Colorado Taxpayer's Bill of Rights.

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

Total Debt Issuance Limitation: the maximum amount of Debt that may be issued by the Districts as identified in Section V.A.15, below.

II. PURPOSE AND OBJECTIVES OF DISTRICT

A. Purpose and Intent. The Project is being developed in partnership with the City as a sports, entertainment and cultural hub for the Reunion community and for the benefit of the general public. Currently, it is envisioned that some of the venues to be included within the District will be baseball, softball and multi-purpose sports fields, an indoor training center, a field house, an ice house, swimming facilities, and a food hall and market.

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

from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements, which may include Public Improvements related to any or all of the venues described above, for the use and benefit of taxpayers of the District and the general public. The primary purpose of the District will be to design, construct, finance, operate and maintain these Public Improvements.

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

C. Objective of City Regarding Service Plan.

1. The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, operation, maintenance, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term, subject to the Maximum Debt Mill Levy, and/or repaid by Fees as limited by Section V.A.16 and other revenues generated from uses associated with the various amenities and venues within the District. The District shall be specifically authorized to operate and maintain all of the public amenities, including but not necessarily limited to the baseball and softball fields, multipurpose fields, indoor training center, fieldhouse, icehouse, water house and the food hall and market area, along with all common areas within and around the District. The District shall be responsible for establishing rules, regulations and policies for the effective and efficient management of the venues and amenities under its control. This may include establishing various committees and or commissions for recommendations as to the expansion of use of the sports and entertainment venues for regional, national and international sporting events.

2. This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs pursuant to the approved PUD Zone Document for the property. Operation and Maintenance activities are allowed as set forth herein and as otherwise addressed pursuant to the provisions of the District Activities IGA, attached hereto as **Exhibit D**.

3. The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees, tax revenues collected from a mill levy, subject to the Maximum Debt Mill Levy and other legally available revenues of the District, and subject to the Maximum Debt Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property shall bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use shall bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally,

the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

III. DISTRICT BOUNDARY

The area of the District Boundary includes approximately .1 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately four hundred and thirty-two (432) acres. A legal description for the District Boundary and the Inclusion Area Boundaries are attached hereto as **Exhibit A-1** and **A-2** respectively. A vicinity map is attached hereto as **Exhibit B**. A map of the District Boundary is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

A. The Service Area consists of approximately four hundred and thirty-two (432) acres of commercially zoned land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

B. Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of any specific venues or the total site/floor area of commercial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within the City Approvals.

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 activities within and without the District Boundary as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. This District shall dedicate the Public Improvements to the city or other appropriate jurisdiction or owners association in a manner consistent with the City Approvals. The district is not authorized to operate or maintain any part of the Public Improvements unless provision therefor has been made pursuant to the District Activities IGA or, relative to the funding of the same, pursuant to an intergovernmental agreement with other governmental entities that serve the Service Area as provided for in Section II.A. Notwithstanding the prohibitions in this section or inclusion in the District Activities IGA, the District is required to Operate and Maintain any park and recreation improvements within the District Boundary. Unless otherwise specified in the District Activities IGA, all parks and trails shall be open to the general public free of charge.

2. Fire Protection Limitation. The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to the District Activities IGA.

The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

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

4. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District shall obtain the City's approval of civil engineering plans and shall obtain applicable permits for construction and installation of the Public Improvements prior to performing work thereon. The District will develop, implement and enforce design guidelines for facilities and properties located within its Service Area.

6. Zoning and Land Use Requirements. The District shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

7. Growth Limitations. The District acknowledges that the City shall not be limited in implementing City Council or voter-approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

8. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, or the execution of any developer reimbursement agreement, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

9. Eminent Domain Limitation. The Districts shall not exercise the power of eminent domain without a prior resolution of City Council consenting to the exercise of such power.

10. Water Rights/Resources Limitation. The District not shall acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to the District Activities IGA. Notwithstanding, the District may acquire, own, manage, sell and/or transfer equivalent residential units (“**ERUs**”) from the South Adams County Water and Sanitation District (“**South Adams**”) or other entities to enable the District to connect water facilities or sanitary sewer facilities to existing South Adams facilities to enable property in the District Boundary to be serviced by South Adams. Water and sanitary sewer facilities shall be conveyed to South Adams. The District’s powers with regard to water and sanitary sewer service shall be limited as set forth herein for the purposes of financing, designing, constructing and installing facilities and then conveying ownership of the same to South Adams pursuant to the then-applicable rules, regulations and policies of South Adams. The District is not authorized to operate or maintain water facilities or sanitary sewer facilities, except as may be authorized by South Adams and the City. The District shall consent to the overlap of the District Boundary by South Adams (in the event such property is not already included within the service area of South Adams) and shall execute a resolution of consent to the same as may be requested by South Adams.

11. Inclusion Limitation. The District shall not include within the District Boundary any property outside the Service Area without a prior resolution of the City Council.

12. Exclusion Limitation. The District may not exclude property from within its boundaries without a prior resolution of City Council approving such exclusion.

13. Overlap Limitation. The District shall not consent to the organization of any other district under the Special District Act within the Service Area that will overlap the District Boundary unless the aggregate mill levy for payment of Debt of such proposed district will not at any time exceed the Maximum Debt Mill Levy of the District.

14. Initial Debt Limitation. On or before the effective date of approval by the City of the PUD Zone Document, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose or collect any Fees used for the purpose of repayment of Debt.

15. Total Debt Issuance Limitation. The District shall not be permitted to issue any Debt until the time at which the City and the District have entered into an intergovernmental agreement (the “Authority IGA”) providing the manner and scope for the creation of an authority between the Parties pursuant to the provisions of Section 29-1-203(4), C.R.S. (the “Authority”), and this Service Plan has been amended to reflect the financial provisions of the Authority IGA. The Authority IGA shall include a pro forma financing plan with estimates associated with programming and related user fees and shall set a Total Debt Issuance Limitation based upon the same, which Total Debt Issuance Limitation shall be applicable for all purposes as to the District under this Service Plan. It is anticipated that the Debt of the District shall be the product of user fees and other revenues derived from use of the facilities within the District based upon programming as the same is determined by the Authority. As phasing of development with the

District is commenced, the District shall coordinate and cooperate through its participation on the Authority to structure and size Debt on a phased basis based upon anticipated user revenues in an amount not to exceed the Total Debt Issuance Limitation set under the Authority IGA, as may be amended by the District and City from time to time as deemed necessary or appropriate. The Total Debt Issuance Limitation shall not apply to bonds, loans, notes, or other instruments issued for the purpose of refunding, refinancing, reissuing or restructuring outstanding Debt.

16. Fee Limitation. The District may impose and/or collect Fees, including but not limited to (a) fees that are collected by retailers within the Districts on the sale of goods or services by such retailer that are measured by the sales price of such goods or services (a “**Public Improvement Fee**”), and (b) Fees charged to use any of the Public Improvements operated and/or maintained by the District (“**Use Fees**”) as a source of revenue for repayment of Debt, funding of capital costs, and/or for Operations and Maintenance. Fees and charges may also be imposed upon Taxable Property specifically for the purpose of funding Operations and Maintenance activities associated with the Public Improvements (“**O/M Fees**”). Except for Public Improvement Fees and Use Fees, no Fee related to repayment of Debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a certificate of occupancy for such Taxable Property. Notwithstanding any of the foregoing, the restrictions of this paragraph shall not apply to any O/M Fees imposed upon or collected from Taxable Property for the purpose of funding the Operation and Maintenance activities of the District.

17. Sales and Use Tax. The District shall not invoke or exercise any actual or perceived City sales and use tax exemption.

18. Consolidation and Subdistrict Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without a prior resolution of the City. The District shall not form any subdistrict without a prior resolution of the City Council approving the formation of such subdistrict.

19. Bankruptcy Limitation.

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

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

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

b. Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin any such actions of the District.

20. Reimbursement Agreement. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. No reimbursement agreement shall allow for the accrual of compounding interest.

21. Material Modification – Service Plan Amendment – 45 Day Notice. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District that violate the limitations set forth in V.A.1-20 or in VI.B-H shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. Any notice given by the District pursuant to Section 32-1-207(3)(b), C.R.S. shall, in addition to the requirements set forth in such section, be mailed by first class mail, postage pre-paid, to the office of the city attorney of the City and the action described in such notice shall not be undertaken by the District until the City Council approves such action by resolution. If the City fails to respond to such notice, the District shall petition the City for an amendment to this Service Plan.

B. Preliminary Engineering Survey.

1. The District is authorized to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the District Boundary, to be more specifically defined in the City Approvals. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Seventy-Two Million Dollars (\$72,000,000), as further detailed in Exhibit E. The District anticipates coordinating and cooperating with Reunion Center Metropolitan District Nos. 1-5 in relation to the design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the District Boundary, and will enter into such intergovernmental agreements as may be necessary in relation to the same.

2. All Public Improvements shall be designed in accordance with City standards and shall comply with the requirements of the City Approvals. 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 District is authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt the District shall be permitted to issue shall be as authorized pursuant to Section V.A.15 above. The Total Debt Issuance Limitation shall not apply to bonds, loans, notes or other instruments issued for the purpose of refunding, refinancing, reissuing or restructuring outstanding Debt. All Debt of the District shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District Boundary. The District will also rely upon various other revenue sources authorized by law. Such sources will include the power to assess Fees, rates, tolls, penalties or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

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

C. Maximum Debt Mill Levy, Operation and Maintenance Mill Levy and Maximum Combined Mill Levy.

1. The District may impose an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying the debt service requirements on District Debt. The Maximum Debt Mill Levy shall not exceed 0.00 mills, subject to the Mill Levy Adjustment.

2. If the total amount of aggregate District Debt 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. For purposes of the foregoing, once Debt has been determined to be within the parameters of the foregoing sentence, 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.

3. 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.

4. The District may impose an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon Taxable Property within the District for the purpose of paying Operation and Maintenance costs. Until such time as the Maximum Debt Mill Levy becomes unlimited in accordance with Section VI.C.2 above, the Maximum Combined Mill Levy, which includes both the Maximum Debt Mill Levy and the Operation and Maintenance Mill Levy, shall not exceed 25.000 mills, but after the Maximum Debt Mill Levy becomes unlimited, the Maximum Operation and Maintenance Mill Levy shall not exceed 25.00 mills, subject to the Mill Levy Adjustment.

5. 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 subsection

6. Failure to observe the requirements established in this Section V.C shall constitute a material modification under the Service Plan and shall entitle the city to all remedies available at law and in equity.

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

E. Debt Repayment Sources. The District may impose a mill levy on taxable property within the District Boundary as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time and as limited by Section V.A.15-16.

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

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

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

G. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the 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 City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance. The District shall comply with TABOR. 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, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and the District Activities IGA.

I. District Operating Costs.

1. 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 and Fifty Thousand Dollars (\$150,000), which will be eligible for reimbursement from Debt proceeds.

2. 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.

VII. ANNUAL REPORT

A. General. The District shall be responsible for submitting an annual report to the Community Development Department no later than July 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District Boundary as of December 31 of the prior year.

2. Intergovernmental agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation that involves the Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the 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.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution pursuant to applicable State law. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State law or while Operation and Maintenance obligations exist.

IX. DISTRICT TRANSPARENCY

A. Disclosure to Purchasers. The District shall use reasonable efforts and due diligence to cause any home builder or developer of property within the District Boundary to provide all initial purchasers of property within the District Boundary a written notice of disclosure, that describes the impact of the District's mill levy and fees on each residential property along with the purchase contract. The District shall record such notice of disclosure with the Adams County Clerk and Recorder at the time the subdivision plat is recorded or, if the subdivision plat has already been filed, provide the City with a copy of the recorded notice of disclosure. The notice of disclosure shall include the maximum mill levy that may be assessed and the associated taxes that may be imposed on the residential property for each year the District is in existence.

B. Disclosure to Potential Residential Buyers. The District shall also use reasonable efforts and due diligence to provide information to potential residential buyers by: (i) furnishing to any developer of property or home builders within the District Boundary information describing the key provisions of the approved District for prominent display at all sales offices; and (ii) inspecting the sales offices within the District Boundary on a quarterly basis to assure the information provided is accurate and prominently displayed. Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the District is in existence as well as the Public Improvements that are or have been paid for by the District.

C. Board Meetings. All special and regular District meetings shall be open to the public and shall be held at a location within the City limits that is within twenty miles of the District Boundary.

D. Annual Notices. In addition to the requirements of the Special District Act, the District shall send the annual notice required by Section 32-1-809, C.R.S. by mail to all property owners within the District Boundary no later than January 31 of each year.

X. DISTRICT ACTIVITIES IGA

The form of the District Activities IGA, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** 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. The City Council will approve the intergovernmental agreement in the form attached as **Exhibit D** simultaneously with the approval of the Service Plan.

XI. CONCLUSION

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

A. There is sufficient existing and projected need for organized service in the area to be serviced by the District.

B. The existing service in the area to be served by the District is inadequate for present and projected needs.

C. The District is capable of providing economical and sufficient service to the area within the District Boundary.

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

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

F. The facility and service standards of the District are compatible with the facility and service standards of the City 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.

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

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

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

EXHIBIT A-1

Legal Description of District Boundaries

**REUNION SPORTS, ENTERTAINMENT & CULTURAL METRO DISTRICT
INITIAL DISTRICT BOUNDARY**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 23519" IN A RANGE BOX AT THE WEST 1/4 CORNER AND AT THE SOUTHWEST CORNER, BEARING N00°21'33"E AS REFERENCED TO THE CITY OF COMMERCE CITY CONTROL NETWORK OF 1999.

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE S43°14'32"E A DISTANCE OF 1,388.41 FEET, TO A POINT ON THE NORTHERLY LINE OF TRACT E, REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTHERLY LINE, N00°21'33"E A DISTANCE OF 100.00 FEET;

THENCE N89°44'55"E A DISTANCE OF 50.00 FEET;

THENCE S00°21'33"W A DISTANCE OF 100.00 FEET, TO THE NORTHEASTERLY CORNER OF SAID TRACT E;

THENCE ON SAID NORTHERLY LINE, S89°44'55"W A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,000 SQUARE FEET OR 0.1148 ACRES.

EXHIBIT A-2

Legal Description of the Inclusion Area

REUNION SPORTS, CULTURAL & ENTERTAINMENT METROPOLITAN DISTRICT

PROPERTY DESCRIPTION

LOT 2, LOT 3, TRACT D, TRACT F, AND TRACT E, REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AND A PORTION OF SECTION 9 AND A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "LS 30822" AT THE NORTH QUARTER CORNER AND BY A 3-1/4" ALUMINUM CAP STAMPED "LS 23519" AT THE NORTHEAST CORNER, SAID LINE BEARING N89°52'27"E AS REFERENCED TO THE CITY OF COMMERCE CITY CONTROL NETWORK OF 1999.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S68°16'31"W A DISTANCE OF 80.78 FEET, TO THE NORTHEASTERLY CORNER OF PARCEL 1, REUNION FILING NO. 25 RECORDED UNDER RECEPTION NO. 2015000067449 AND THE POINT OF BEGINNING;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, S89°55'23"E A DISTANCE OF 75.05 FEET;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N89°52'27"E A DISTANCE OF 2647.96 FEET;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, N89°46'55"E A DISTANCE OF 1505.56 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 DESCRIBED IN THE BARGAIN AND SALE DEED RECORDED UNDER RECEPTION NO. C0114614;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. S00°12'59"E A DISTANCE OF 39.89 FEET;
2. S82°28'27"E A DISTANCE OF 559.55 FEET;
3. S57°07'37"E A DISTANCE OF 25.62 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 20060306000226200;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:

1. S20°11'58"W A DISTANCE OF 51.23 FEET;
2. S57°07'37"E A DISTANCE OF 78.07 FEET; TO A POINT OF NON-TANGENT CURVE;
3. THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N73°13'05"E, HAVING A RADIUS OF 1667.89 FEET, A CENTRAL ANGLE OF 07°23'51" AND AN ARC LENGTH OF 215.34 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S60°19'16"E, HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 57°35'12" AND AN ARC LENGTH OF 184.93 FEET, TO A POINT OF NON-TANGENT;
5. S27°54'31"E A DISTANCE OF 240.61 FEET, TO A POINT OF CURVE;
6. THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 26°44'25" AND AN ARC LENGTH OF 194.15 FEET, TO A POINT OF TANGENT;

7. S01°10'06"E A DISTANCE OF 1222.22 FEET;
8. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 584.00 FEET, A CENTRAL ANGLE OF 07°29'36" AND AN ARC LENGTH OF 76.38 FEET, TO A POINT OF TANGENT;
9. S08°39'43"E A DISTANCE OF 141.76 FEET, TO A POINT OF CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 08°40'07" AND AN ARC LENGTH OF 62.94 FEET, TO A POINT OF TANGENT;
11. S00°00'23"W A DISTANCE OF 104.49 FEET;
12. S00°00'49"W A DISTANCE OF 256.40 FEET, TO A POINT OF CURVE;
13. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 301.19 FEET, A CENTRAL ANGLE OF 04°51'31" AND AN ARC LENGTH OF 25.54 FEET, TO A POINT OF NON-TANGENT;
14. S04°08'39"W A DISTANCE OF 858.38 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 1, REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

1. S89°45'27"W A DISTANCE OF 1059.78 FEET;
2. N85°35'53"W A DISTANCE OF 73.96 FEET;
3. S89°44'55"W A DISTANCE OF 73.37 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BISCAV STREET AS SHOWN ON THE PLAT OF REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, S00°15'05"E A DISTANCE OF 64.00 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 3, REUNION FILING NO. 33;

THENCE ON THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID LOT 3 THE FOLLOWING FIVE (5) COURSES:

1. N89°47'39"E A DISTANCE OF 79.13 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°12'21" AND AN ARC LENGTH OF 15.74 FEET, TO A POINT OF TANGENT;
3. S00°00'00"W A DISTANCE OF 422.86 FEET;
4. S45°00'00"W A DISTANCE OF 28.28 FEET;
5. N90°00'00"W A DISTANCE OF 162.02 FEET, TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF BISCAV STREET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, S08°10'46"E A DISTANCE OF 85.87 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 2, REUNION FILING NO. 33;

THENCE ON THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID LOT 2 THE FOLLOWING SIX (6) COURSES:

1. S90°00'00"E A DISTANCE OF 149.80 FEET;
2. S45°00'00"E A DISTANCE OF 28.28 FEET;
3. S00°00'00"E A DISTANCE OF 621.69 FEET;
4. S85°56'04"W A DISTANCE OF 21.79 FEET;
5. N73°41'33"W A DISTANCE OF 73.35 FEET;
6. S90°00'00"W A DISTANCE OF 83.02 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT 2;

THENCE S73°24'49"W A DISTANCE OF 111.86 FEET, TO THE SOUTHEASTERLY CORNER OF TRACT D, REUNION FILING NO. 33;

THENCE ON THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT D, THE FOLLOWING FIVE (5) COURSES:

1. S84°37'53"W A DISTANCE OF 155.68 FEET;
2. S88°46'59"W A DISTANCE OF 585.63 FEET;
3. N60°26'14"W A DISTANCE OF 118.46 FEET;
4. N81°08'20"W A DISTANCE OF 77.13 FEET;
5. N00°21'33"E A DISTANCE OF 21.00 FEET, TO A POINT ON THE NORTHERLY LINE OF THE RIGHT-OF-WAY DEDICATED BY THE PLAT OF REUNION FILING NO. 33;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N90°00'00"W A DISTANCE OF 36.50 FEET,

THENCE N90°00'00"W A DISTANCE OF 80.62 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TOWER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. B1212506;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S02°29'30"W A DISTANCE OF 252.04 FEET;

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE, S44°32'48"W A DISTANCE OF 17.04 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 104TH AVENUE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. B1212506;

THENCE ON SAID RIGHT-OF-WAY LINE, S83°32'16"W A DISTANCE OF 79.40 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 104TH AVENUE AS SHOWN ON THE DEDICATION PLAT RECORDED UNDER RECEPTION NO. C0820766;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

1. N00°35'55"W A DISTANCE OF 31.13 FEET;
2. S89°24'05"W A DISTANCE OF 210.99 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9925.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 198.47 FEET, TO A POINT OF TANGENT;
4. N89°27'11"W A DISTANCE OF 400.14 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10075.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 201.47 FEET, TO A POINT OF TANGENT;
6. S89°24'05"W A DISTANCE OF 75.71 FEET;
7. N45°18'58"W A DISTANCE OF 56.29 FEET;
8. N00°02'01"W A DISTANCE OF 27.71 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WALDEN STREET AS SHOWN ON THE E. 105TH AVENUE AND WALDEN STREET RIGHT-OF-WAY DEDICATION PLAT RECORDED UNDER RECEPTION NO. 20040325000148850;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1. N00°02'01"W A DISTANCE OF 73.98 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 05°28'28" AND AN ARC LENGTH OF 12.99 FEET, TO A POINT OF TANGENT;
3. N05°26'26"E A DISTANCE OF 53.19 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 06°50'34" AND AN ARC LENGTH OF 19.59 FEET, TO A POINT OF TANGENT;
5. N01°24'08"W A DISTANCE OF 68.38 FEET, TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 26.02 FEET, TO A POINT OF TANGENT;
7. N10°29'39"W A DISTANCE OF 33.10 FEET, TO A POINT OF CURVE;

8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 21.58 FEET, TO A POINT OF TANGENT;

9. N01°24'08"W A DISTANCE OF 161.35 FEET;

10. N00°02'01"W A DISTANCE OF 24.69 FEET;

THENCE N00°02'01"W A DISTANCE OF 264.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WALDEN STREET AS SHOWN ON DEDICATION PLAT REUNION DISTRICT ROADS - PHASE 3A RECORDED UNDER RECEPTION NO. 20050801000810200;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINETEEN (19) COURSES:

1. N00°02'01"W A DISTANCE OF 488.39 FEET, TO A POINT OF CURVE;

2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;

3. N89°57'59"E A DISTANCE OF 11.00 FEET;

4. N00°02'01"W A DISTANCE OF 54.00 FEET;

5. S89°57'59"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;

6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;

7. N00°02'01"W A DISTANCE OF 101.24 FEET, TO A POINT OF CURVE;

8. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 39°45'05" AND AN ARC LENGTH OF 319.14 FEET, TO A POINT OF TANGENT;

9. N39°43'03"E A DISTANCE OF 70.65 FEET, TO A POINT OF CURVE;

10. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;

11. S50°16'57"E A DISTANCE OF 11.00 FEET;

12. N39°43'03"E A DISTANCE OF 54.00 FEET;

13. N50°16'57"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;

14. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;

15. N39°43'03"E A DISTANCE OF 107.53 FEET, TO A POINT OF CURVE;

16. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 66.20 FEET, TO A POINT OF REVERSE CURVE;

17. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 37.96 FEET, TO A POINT OF TANGENT;

18. N39°43'03"E A DISTANCE OF 220.50 FEET, TO A POINT OF CURVE;

19. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET, TO A POINT OF TANGENT;

THENCE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WALDEN STREET, N50°16'57"W A DISTANCE OF 150.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 26 RECORDED UNDER RECEPTION NO. 2016000023934;

THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 990.78 FEET, TO THE NORTHEASTERLY CORNER OF REUNION PARKWAY AS SHOWN ON THE DEDICATION PLAT REUNION DISTRICT ROADS - PHASE 3A, RECORDED UNDER RECEPTION NO. 20050801000810200;

THENCE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID REUNION PARKWAY, N50°16'57"W A DISTANCE OF 125.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 19, AMENDMENT NO. 3 RECORDED UNDER RECEPTION NO. 2015000032626;

THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 653.61 FEET, TO A POINT OF CURVE;

THENCE CONTINUING ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 09°13'04" AND AN ARC LENGTH OF 205.12 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL 2, REUNION FILING NO. 25 RECORDED UNDER RECEPTION NO. 2015000067449, SAID POINT BEING A POINT OF COMPOUND CURVE;

THENCE ON SAID EASTERLY LINE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 34°54'01" AND AN ARC LENGTH OF 776.63 FEET, TO A POINT ON THE EASTERLY LINE OF LANDMARK DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 20050801000810210, SAID POINT BEING A POINT OF COMPOUND CURVE;

THENCE ON SAID EASTERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 05°20'39" AND AN ARC LENGTH OF 118.92 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL 1, REUNION FILING NO. 25;

THENCE ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 00°53'44" AND AN ARC LENGTH OF 19.93 TO A POINT OF TANGENT;

THENCE CONTINUING ON SAID LINE, N00°04'31"E A DISTANCE OF 693.54 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND DESCRIBED AS PARCEL 9-D, PARCEL 4 IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2017000072550,

CONTAINING A CALCULATED AREA OF 18,818,803 SQUARE FEET OR 432.0203 ACRES.

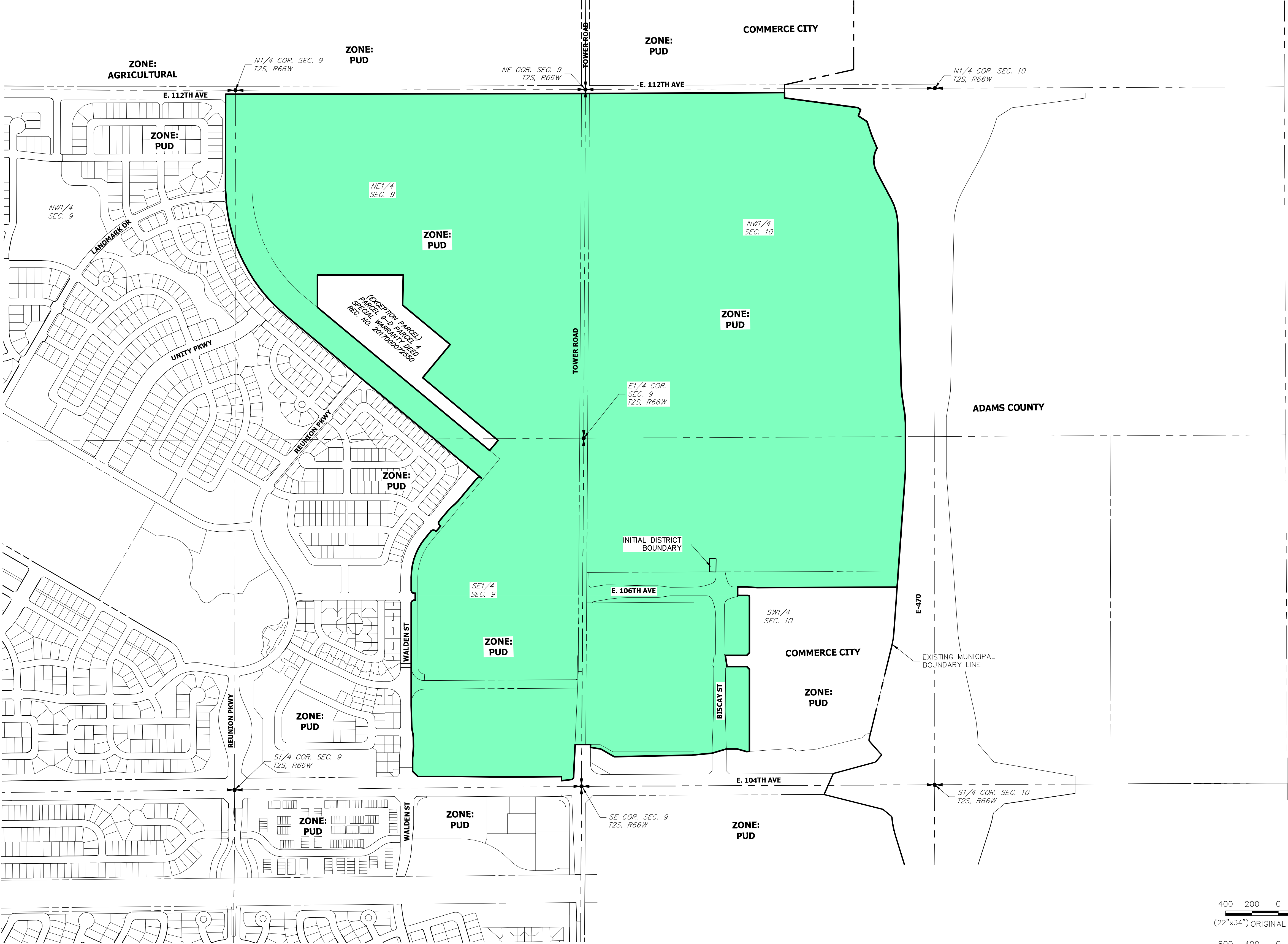
EXHIBIT B

Commerce City Vicinity Map

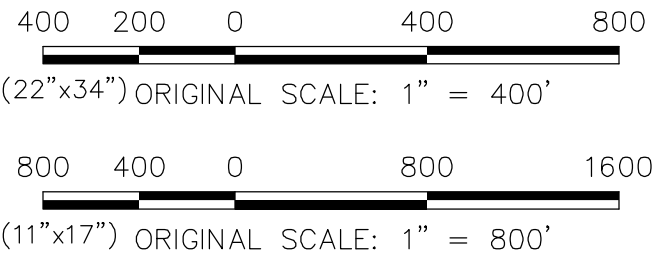
REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT

LOCATED IN SECTION 9 AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

VICINITY MAP



VICINITY MAP
REUNION SPORTS,
ENTERTAINMENT & CULTURAL
METROPOLITAN DISTRICT
JOB NO. 14421.15
5/30/2019
SHEET 1 OF 1



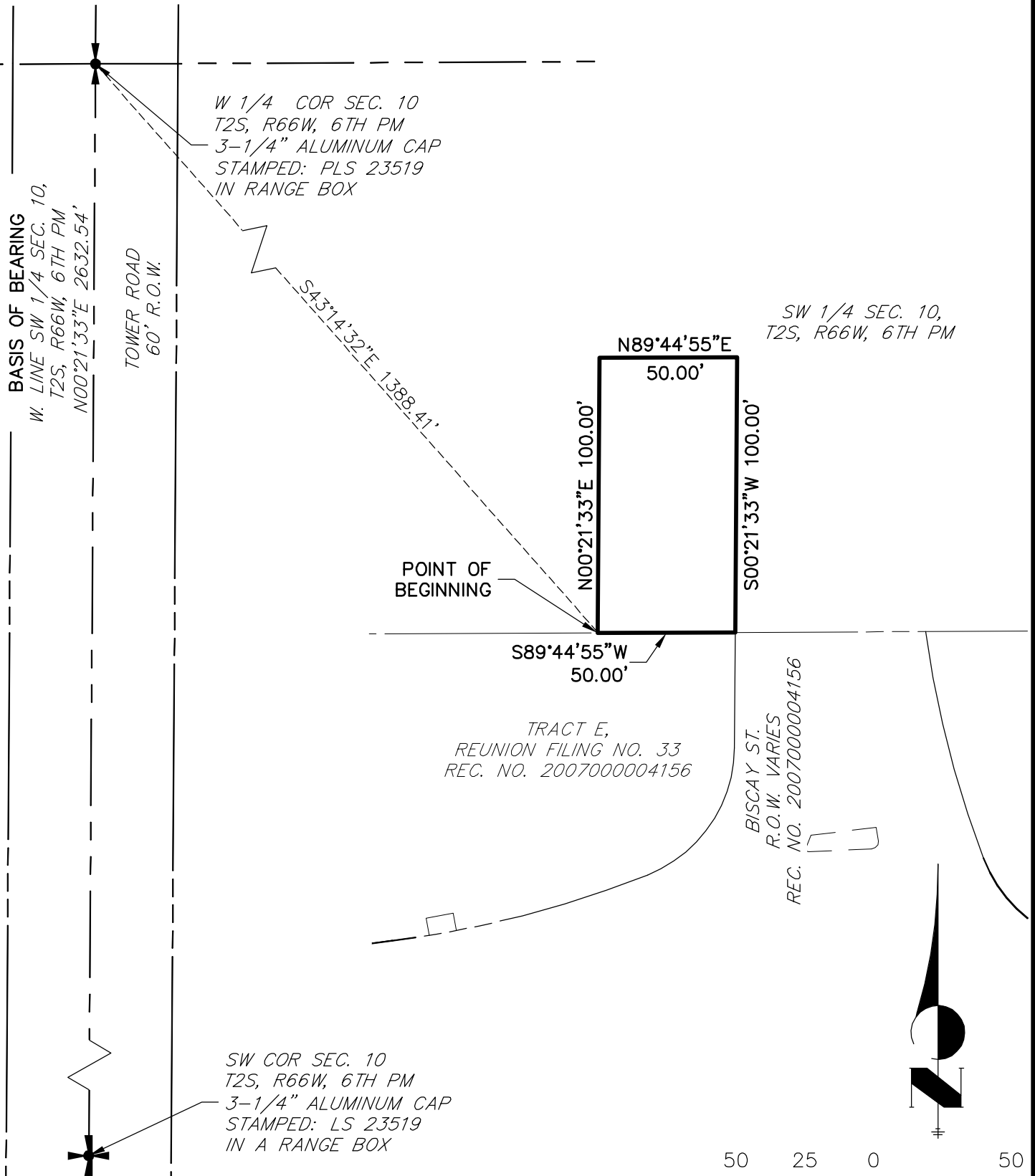
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EXHIBIT C-1

District Boundary Map

EXHIBIT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

REUNION SPORTS, ENTERTAINMENT & CULTURAL METRO DISTRICT
 INITIAL DISTRICT BOUNDARY
 PROJECT NO.: 14421.15
 DATE: 05/30/2019

SHEET: 2 OF 2



J-R ENGINEERING

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EXHIBIT C-2

Inclusion Area Boundary Map

REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT

LOCATED IN SECTION 9 AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,

CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT

PROPERTY DESCRIPTION

LOT 2, LOT 3, TRACT D, TRACT F, AND TRACT E, REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AND A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3–1/4" ALUMINUM CAP STAMPED "LS 30822" AT THE NORTH QUARTER CORNER AND BY A 3–1/4" ALUMINUM CAP STAMPED "LS 23519" AT THE NORTHEAST CORNER, SAID LINE BEARING N89°52'27"E AS REFERENCED TO THE CITY OF COMMERCE CITY CONTROL NETWORK OF 1999.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S68°16'31"W A DISTANCE OF 80.78 FEET, TO THE NORTHEASTERLY CORNER OF PARCEL 1, REUNION FILING NO. 25 RECORDED UNDER RECEPTION NO. 2015000067449 AND THE POINT OF BEGINNING;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, S89°55'23"E A DISTANCE OF 75.05 FEET;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N89°52'27"E A DISTANCE OF 2647.96 FEET;

THENCE ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, N89°46'55"E A DISTANCE OF 1505.56 FEET, TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF E–470 DESCRIBED IN THE BARGAIN AND SALE DEED RECORDED UNDER RECEPTION NO. C0114614;

THENCE ON SAID RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES:

- S00°12'59"E A DISTANCE OF 39.89 FEET;
- S82°28'27"E A DISTANCE OF 559.55 FEET;
- S57°07'37"E A DISTANCE OF 25.62 FEET, TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF E–470 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 20060306000226200;
- THENCE ON SAID RIGHT–OF–WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:
 - S20°11'58"W A DISTANCE OF 51.23 FEET;
 - S57°07'37"E A DISTANCE OF 78.07 FEET; TO A POINT OF NON–TANGENT CURVE;
 - THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N73°13'05"E, HAVING A RADIUS OF 1667.89 FEET, A CENTRAL ANGLE OF 07°23'51" AND AN ARC LENGTH OF 215.34 FEET, TO A POINT OF NON–TANGENT CURVE;
 - ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S60°19'16"E, HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 57°35'12" AND AN ARC LENGTH OF 184.93 FEET, TO A POINT OF NON–TANGENT;
 - S27°54'31"E A DISTANCE OF 240.61 FEET, TO A POINT OF CURVE;
 - THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 26°44'25" AND AN ARC LENGTH OF 194.15 FEET, TO A POINT OF TANGENT;
 - S01°10'06"E A DISTANCE OF 1222.22 FEET;
 - ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 584.00 FEET, A CENTRAL ANGLE OF 07°29'36" AND AN ARC LENGTH OF 76.38 FEET, TO A POINT OF TANGENT;
 - S08°39'43"E A DISTANCE OF 141.76 FEET, TO A POINT OF CURVE;
 - ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 08°40'07" AND AN ARC LENGTH OF 62.94 FEET, TO A POINT OF TANGENT;
 - S00°00'23"W A DISTANCE OF 104.49 FEET;
 - S00°00'49"W A DISTANCE OF 256.40 FEET, TO A POINT OF CURVE;
 - ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 301.19 FEET, A CENTRAL ANGLE OF 04°51'31" AND AN ARC LENGTH OF 25.54 FEET, TO A POINT OF NON–TANGENT;
 - S04°08'39"W A DISTANCE OF 858.38 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 1, REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

- S89°45'27"W A DISTANCE OF 1059.78 FEET;
- N85°35'53"W A DISTANCE OF 73.96 FEET;
- S89°44'55"W A DISTANCE OF 73.37 FEET, TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF BISCAY STREET AS SHOWN ON THE PLAT OF REUNION FILING NO. 33 RECORDED UNDER RECEPTION NO. 2007000004156;

THENCE ON SAID EASTERLY RIGHT–OF–WAY LINE, S00°15'05"E A DISTANCE OF 64.00 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 3, REUNION FILING NO. 33;

THENCE ON THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID LOT 3 THE FOLLOWING FIVE (5) COURSES:

- N89°47'39"E A DISTANCE OF 79.13 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°12'21" AND AN ARC LENGTH OF 15.74 FEET, TO A POINT OF TANGENT;

- S00°00'00"W A DISTANCE OF 422.86 FEET;
- S45°00'00"W A DISTANCE OF 28.28 FEET;
- N90°00'00"W A DISTANCE OF 162.02 FEET, TO A POINT ON SAID EASTERLY RIGHT–OF–WAY LINE OF BISCAY STREET;
- THENCE ON SAID EASTERLY RIGHT–OF–WAY LINE, S08°10'46"E A DISTANCE OF 85.87 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 2, REUNION FILING NO. 33;

THENCE ON THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID LOT 2 THE FOLLOWING SIX (6) COURSES:

- S90°00'00"E A DISTANCE OF 149.80 FEET;
- S45°00'00"E A DISTANCE OF 28.28 FEET;
- S00°00'00"E A DISTANCE OF 621.69 FEET;
- S85°56'04"W A DISTANCE OF 21.79 FEET;
- N73°41'33"W A DISTANCE OF 73.35 FEET;
- S90°00'00"W A DISTANCE OF 83.02 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT 2;

THENCE S73°24'49"W A DISTANCE OF 111.86 FEET, TO THE SOUTHEASTERLY CORNER OF TRACT D, REUNION FILING NO. 33;

THENCE ON THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT D, THE FOLLOWING FIVE (5) COURSES:

- S84°37'53"W A DISTANCE OF 155.68 FEET;
- S88°46'59"W A DISTANCE OF 585.63 FEET;
- N60°26'14"W A DISTANCE OF 118.46 FEET;
- N81°08'20"W A DISTANCE OF 77.13 FEET;
- N00°21'33"E A DISTANCE OF 21.00 FEET, TO A POINT ON THE NORTHERLY LINE OF THE RIGHT–OF–WAY DEDICATED BY THE PLAT OF REUNION FILING NO. 33;

THENCE ON SAID NORTHERLY RIGHT–OF–WAY LINE, N90°00'00"W A DISTANCE OF 36.50 FEET,

THENCE N90°00'00"W A DISTANCE OF 80.62 FEET, TO A POINT ON THE WESTERLY RIGHT–OF WAY LINE OF TOWER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. B1212506;

THENCE ON SAID WESTERLY RIGHT–OF–WAY LINE, S02°29'30"W A DISTANCE OF 252.04 FEET;

THENCE CONTINUING ON SAID RIGHT–OF–WAY LINE, S44°32'48"W A DISTANCE OF 17.04 FEET, TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF 104TH AVENUE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. B1212506;

THENCE ON SAID RIGHT–OF–WAY LINE, S83°32'16"W A DISTANCE OF 79.40 FEET, TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF 104TH AVENUE AS SHOWN ON THE DEDICATION PLAT RECORDED UNDER RECEPTION NO. C0820766;

THENCE ON SAID RIGHT–OF–WAY LINE THE FOLLOWING EIGHT (8) COURSES:

- N00°35'55"W A DISTANCE OF 31.13 FEET;
- S89°24'05"W A DISTANCE OF 210.99 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9925.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 198.47 FEET, TO A POINT OF TANGENT;
- N89°27'11"W A DISTANCE OF 400.14 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10075.00 FEET, A CENTRAL ANGLE OF 01°08'45" AND AN ARC LENGTH OF 201.47 FEET, TO A POINT OF TANGENT;
- S89°24'05"W A DISTANCE OF 75.71 FEET;
- N45°18'58"W A DISTANCE OF 56.29 FEET;
- N00°02'01"W A DISTANCE OF 27.71 FEET, TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF WALDEN STREET AS SHOWN ON THE E. 105TH AVENUE AND WALDEN STREET RIGHT–OF–WAY DEDICATION PLAT RECORDED UNDER RECEPTION NO. 20040325000148850;

THENCE ON SAID EASTERLY RIGHT–OF–WAY LINE THE FOLLOWING TEN (10) COURSES:

- N00°02'01"W A DISTANCE OF 73.98 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 05°28'28" AND AN ARC LENGTH OF 12.99 FEET, TO A POINT OF TANGENT;
- N05°26'26"E A DISTANCE OF 53.19 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 06°50'34" AND AN ARC LENGTH OF 19.59 FEET, TO A POINT OF TANGENT;
- N01°24'08"W A DISTANCE OF 68.38 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 26.02 FEET, TO A POINT OF TANGENT;
- N10°29'39"W A DISTANCE OF 33.10 FEET, TO A POINT OF CURVE;

8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 09°05'31" AND AN ARC LENGTH OF 21.58 FEET, TO A POINT OF TANGENT;

9. N01°24'08"W A DISTANCE OF 161.35 FEET;

10. N00°02'01"W A DISTANCE OF 24.69 FEET;

THENCE N00°02'01"W A DISTANCE OF 264.00 FEET, TO A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF WALDEN STREET AS SHOWN ON DEDICATION PLAT REUNION DISTRICT ROADS – PHASE 3A RECORDED UNDER RECEPTION NO. 20050801000810200;

THENCE ON SAID EASTERLY RIGHT–OF–WAY LINE THE FOLLOWING NINETEEN (19) COURSES:

- N00°02'01"W A DISTANCE OF 488.39 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;
- N89°57'59"E A DISTANCE OF 11.00 FEET;
- N00°02'01"W A DISTANCE OF 54.00 FEET;
- S89°57'59"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;
- N00°02'01"W A DISTANCE OF 101.24 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 39°45'05" AND AN ARC LENGTH OF 319.14 FEET, TO A POINT OF TANGENT;
- N39°43'03"E A DISTANCE OF 70.65 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;
- S50°16'57"E A DISTANCE OF 11.00 FEET;
- N39°43'03"E A DISTANCE OF 54.00 FEET;
- N50°16'57"W A DISTANCE OF 11.00 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET, TO A POINT OF TANGENT;
- N39°43'03"E A DISTANCE OF 107.53 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 66.20 FEET, TO A POINT OF REVERSE CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 13°15'41" AND AN ARC LENGTH OF 37.96 FEET, TO A POINT OF TANGENT;
- N39°43'03"E A DISTANCE OF 220.50 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET, TO A POINT OF TANGENT;

THENCE ON THE NORTHEASTERLY RIGHT–OF–WAY LINE OF SAID WALDEN STREET, N50°16'57"W A DISTANCE OF 150.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 26 RECORDED UNDER RECEPTION NO. 2016000023934;

THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 990.78 FEET, TO THE NORTHEASTERLY CORNER OF REUNION PARKWAY AS SHOWN ON THE DEDICATION PLAT REUNION DISTRICT ROADS – PHASE 3A, RECORDED UNDER RECEPTION NO. 20050801000810200;

THENCE ON THE NORTHEASTERLY RIGHT–OF–WAY LINE OF SAID REUNION PARKWAY, N50°16'57"W A DISTANCE OF 125.00 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF REUNION FILING NO. 19, AMENDMENT NO. 3 RECORDED UNDER RECEPTION NO. 2015000032626;

THENCE ON SAID NORTHEASTERLY LINE, N50°16'57"W A DISTANCE OF 653.61 FEET, TO A POINT OF CURVE;

THENCE CONTINUING ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 09°13'04" AND AN ARC LENGTH OF 205.12 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL 2, REUNION FILING NO. 25 RECORDED UNDER RECEPTION NO. 2015000067449, SAID POINT BEING A POINT OF COMPOUND CURVE;

THENCE ON SAID EASTERLY LINE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 34°54'01" AND AN ARC LENGTH OF 776.63 FEET, TO A POINT ON THE EASTERLY LINE OF LANDMARK DRIVE AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 20050801000810210, SAID POINT BEING A POINT OF COMPOUND CURVE;

THENCE ON SAID EASTERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 05°20'39" AND AN ARC LENGTH OF 118.92 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL 1, REUNION FILING NO. 25;

THENCE ON SAID LINE, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 00°53'44" AND AN ARC LENGTH OF 19.93 TO A POINT OF TANGENT;

THENCE CONTINUING ON SAID LINE, N00°04'31"E A DISTANCE OF 693.54 FEET, TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND DESCRIBED AS PARCEL 9–D, PARCEL 4 IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2017000072550,

CONTAINING A CALCULATED AREA OF 18,818,803 SQUARE FEET OR 432.0203 ACRES.

EXHIBIT
REUNION SPORTS,
ENTERTAINMENT & CULTURAL
METROPOLITAN DISTRICT
JOB NO. 14421.15
8/2/2019
SHEET 1 OF 2

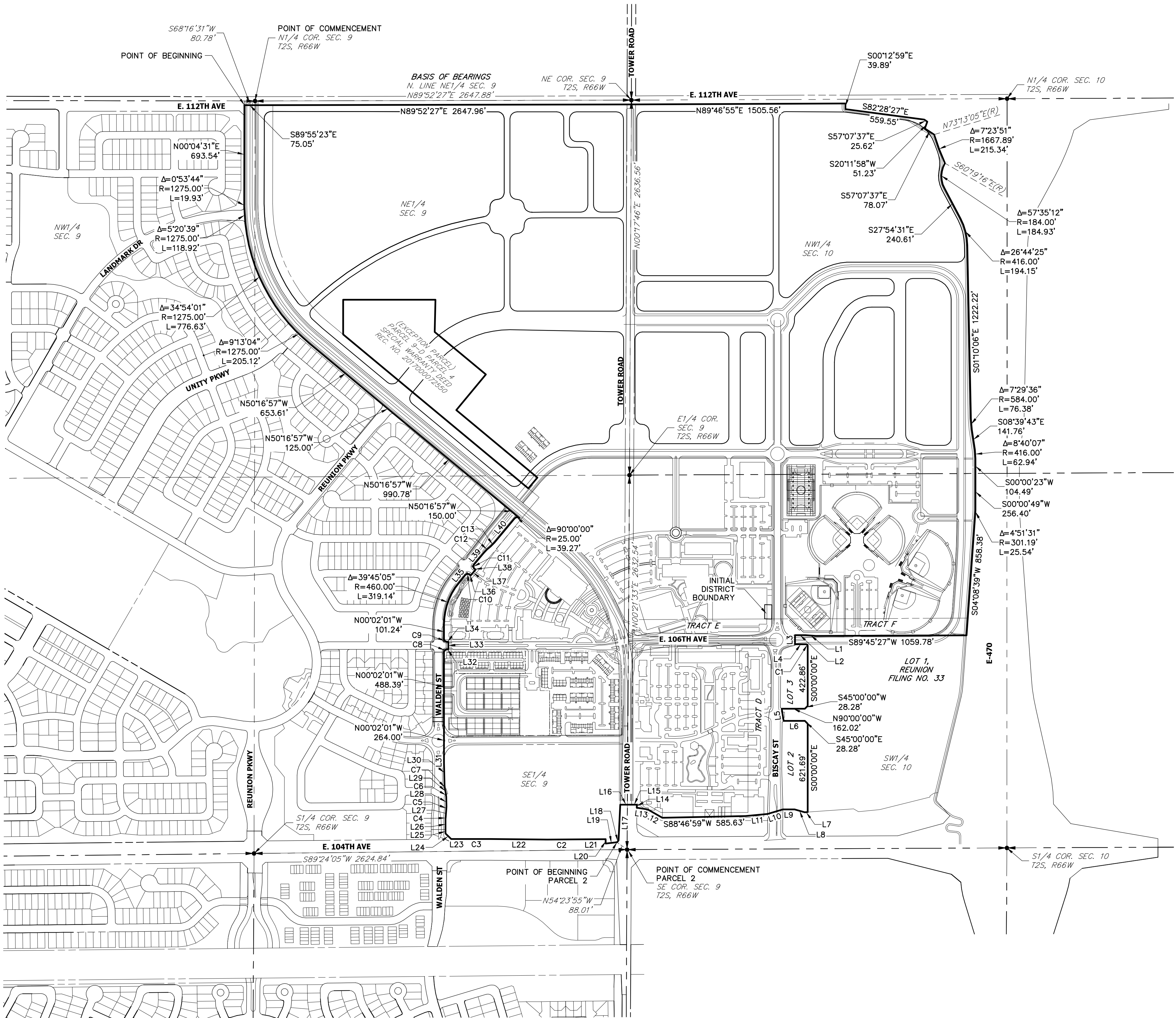


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REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT

LOCATED IN SECTION 9 AND THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N85°35'53\"W	73.96'
L2	S89°44'55\"W	73.37'
L3	S00°15'05\"E	64.00'
L4	N89°47'39\"E	79.13'
L5	S08°10'46\"E	85.87'
L6	N90°00'00\"E	149.80'
L7	S85°56'04\"W	21.79'
L8	N73°41'33\"W	73.35'
L9	N90°00'00\"W	83.02'
L10	S73°24'49\"W	111.86'
L11	S84°37'53\"W	155.68'
L12	N60°26'14\"W	118.46'
L13	N81°08'20\"W	77.13'
L14	N00°21'33\"E	21.00'
L15	N90°00'00\"W	36.50'
L16	S90°00'00\"W	80.62'
L17	S02°29'30\"W	252.04'
L18	S44°32'48\"W	17.04'
L19	S83°32'16\"W	79.40'
L20	N00°35'55\"W	31.13'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S89°24'05\"W	210.99'
L22	N89°27'11\"W	400.14'
L23	S89°24'05\"W	75.71'
L24	N45°18'58\"W	56.29'
L25	N00°02'01\"W	27.71'
L26	N00°02'01\"W	73.98'
L27	N05°26'26\"E	53.19'
L28	N01°24'08\"W	68.38'
L29	N10°29'39\"W	33.10'
L30	N01°24'08\"W	161.35'
L31	N00°02'01\"W	24.69'
L32	N89°57'59\"E	11.00'
L33	N00°02'01\"W	54.00'
L34	S89°57'59\"W	11.00'
L35	N39°43'03\"E	70.65'
L36	S50°16'57\"E	11.00'
L37	N39°43'03\"E	54.00'
L38	N50°16'57\"W	11.00'
L39	N39°43'03\"E	107.53'
L40	N39°43'03\"E	220.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°12'21\"	10.00'	15.74'
C2	1°08'45\"	9925.00'	198.47'
C3	1°08'45\"	10075.00'	201.47'
C4	5°28'28\"	136.00'	12.99'
C5	6°50'34\"	164.00'	19.59'
C6	9°05'31\"	164.00'	26.02'
C7	9°05'31\"	136.00'	21.58'
C8	90°00'00\"	20.00'	31.42'
C9	90°00'00\"	20.00'	31.42'
C10	90°00'00\"	20.00'	31.42'
C11	90°00'00\"	20.00'	31.42'
C12	13°15'41\"	286.00'	66.20'
C13	13°15'41\"	164.00'	37.96'

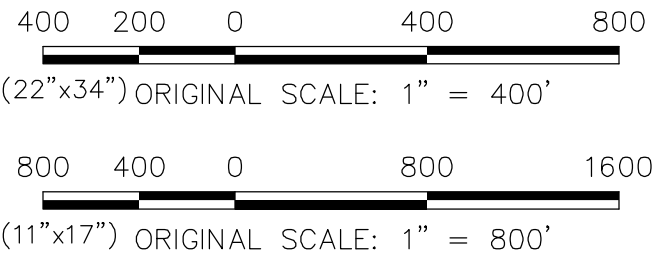


EXHIBIT
REUNION SPORTS,
ENTERTAINMENT & CULTURAL
METROPOLITAN DISTRICT
JOB NO. 14421.15
8/2/2019
SHEET 2 OF 2



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EXHIBIT D

District Activities IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE
CITY AND REUNION SPORTS, ENTERTAINMENT AND CULTURAL
METROPOLITAN DISTRICT REGARDING
THE SERVICE PLAN FOR THE DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “IGA”) is made and entered into as of this _____ day of _____, 2019, by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality (the “City”), and REUNION SPORTS, ENTERTAINMENT AND CULTURAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

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

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Commerce City Revised Municipal Code (the “City Code”); and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this IGA.

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 expressly acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein shall, unless expressly defined in this IGA, shall have the meaning ascribed to them in and by the Service Plan.

2. Operations and Maintenance. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the City Approvals and other rules and regulations of the City and application provisions of the City Code. The District shall not operate or maintain any part of all of the Public Improvements without the consent of the City with the exception of park and recreation improvements. The District is required and obligated to operate and maintain park and recreation improvements within the District Boundary, and all parks and trail shall be open to the general public free of charge.

3. Fire Protection. The District shall not plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services unless this IGA is amended, as herein provided, to make provision therefor. The ability and authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of a water system shall not be limited by this provision.

4. Television Relay and Translation. With the exception of the installation of conduit as a part of a street construction project, the District shall not plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services unless this IGA is amended, as herein provided, to make provision therefor.

5. Telecommunication Facilities. No telecommunication facilities owned, operated or otherwise allowed by the District shall impair existing telecommunication facilities or affect the ability of the City to expand its public safety telecommunication facilities.

6. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District shall obtain the City's approval of civil engineering plans and shall obtain applicable permits for construction and installation of the Public Improvements prior to performing any such work. The District will develop, supplement and enforce design guidelines for facilities and properties located within its Service Area.

7. Zoning and Land Use Requirements. The District acknowledges and agrees that it is subject to all of the City's zoning, subdivision, building code and other land use and development requirements.

8. Growth Limitations. The District acknowledges and agrees that the City shall not be limited in implementing City Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, or the execution of any developer reimbursement agreement, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

10. Water Rights/Resources. The District shall not acquire, own, manage, adjudicate or develop water rights or resources unless this IGA is amended, as herein provided, to make provision therefor. Notwithstanding, the District may acquire, own, manage, sell and/or transfer equivalent residential units ("ERUs") from the South Adams County Water and Sanitation District ("South Adams") or other entities to enable the District to connect water facilities or sanitary sewer facilities to existing South Adams facilities to enable property in the District Boundary to be serviced by South Adams. Water and sanitary sewer facilities shall be conveyed to South Adams. The District's powers with regard to water and sanitary sewer service shall be limited as set forth herein for the purposes of financing, designing, constructing and installing facilities and then conveying ownership of the same to South Adams pursuant to the then-

applicable rules, regulations and policies of South Adams. The District is not authorized to operate or maintain water facilities or sanitary sewer facilities, except as may be authorized by South Adams and the City. The District shall consent to the overlap of the District Boundary by South Adams (in the event such property is not already included within the service area of South Adams) and shall execute a resolution of consent to the same as may be requested by South Adams.

11. Inclusion Limitation. The District shall not include within the District Boundary any property outside the Service Area without a prior resolution of the City Council.

12. Exclusion Limitation. The District may not exclude property from within its boundaries without a prior resolution of City Council approving such exclusion.

13. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area that will overlap the District Boundary unless the aggregate mill levy for payment of Debt of such proposed district(s) will not at any time exceed the Maximum Debt Mill Levy of the District.

14. Initial Debt. On or before the effective date of approval by the City of a PUD Zone Document and approval and execution of this IGA, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

15. Total Debt Issuance. The District shall not be permitted to issue any Debt until the time at which the City and the District have entered into an intergovernmental agreement (the "Authority IGA") providing the manner and scope for the creation of an authority between the Parties pursuant to the provisions of Section 29-1-203(4), C.R.S. (the "Authority"), and the Service Plan has been amended to reflect the financial provisions of the Authority IGA. The Authority IGA shall include a pro forma financing plan with estimates associated with programming and related user fees and shall set a Total Debt Issuance Limitation based upon the same, which Total Debt Issuance Limitation shall be applicable for all purposes as to the District under the Service Plan. It is anticipated that the Debt of the District shall be the product of user fees and other revenues derived from use of the facilities within the District based upon programming as the same is determined by the Authority. As phasing of development with the District is commenced, the District shall coordinate and cooperate through its participation on the Authority to structure and size Debt on a phased basis based upon anticipated user revenues in an amount not to exceed the Total Debt Issuance Limitation set under the Authority IGA, as may be amended by the District and City from time to time as deemed necessary or appropriate. The Total Debt Issuance Limitation shall not apply to bonds, loans, notes, or other instruments issued for the purpose of refunding, refinancing, reissuing or restructuring outstanding Debt.

16. Consolidation and Subdistricts. The District shall not file a request with any Court to consolidate with another Title 32 district without a prior resolution of the City. The District shall not form any subdistrict without a prior resolution of the City Council approving the formation of such subdistrict.

17. Service Plan Amendment Requirement. Any actions of the District that violate the limitations set forth in V.A.1-20 or VI.B-H of the Service Plan shall be deemed to be material modifications to the Service Plan, and the City shall be entitled to all remedies available under State and local law to enjoin such actions.

17. Notices. All notices, demands, requests or other communications hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Reunion Sports, Entertainment and Cultural Metropolitan District
 c/o White Bear Ankele Tanaka & Waldron
 2154 E. Commons Avenue, Suite 2000
 Centennial, CO 80122
 Attn: Kristen D. Bear, Esq.
 Phone: (303) 858-1800
 Fax: (303) 858-1801

To the City: City of Commerce City
 7887 East 60th Avenue
 Commerce City, CO 80022
 Attn: Community Development Department
 Phone: 303-289-3683
 Fax: 303-289-3731

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

18. Default/Remedies. Upon the occurrence of any event of breach or default by either party, the non-defaulting party may provide written notice to the party in default. The defaulting party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following such cure period, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages.

19. Annual and Continued Five Year Review. The District shall submit an annual report to the City in every year following the year in which the Order and Decree creating the District has been issued until the year following the dissolution of the District. Such annual report shall be submitted no later than six (6) months after the close of the District's fiscal year and shall include information as provided by the City Code. The District shall submit an application to the City every five (5) years for a finding of reasonable diligence in accordance with section 32-1-1101.5 of the Special District Act.

20. No City Liability. The City has no obligation whatsoever to construct any improvements that the District is required to construct, or to pay any Debt or liability of the District including any Bonds.

21. General Provisions.

a. Entire Agreement; Binding Effect. Except as expressly provided herein, this IGA contains the entire agreement of the parties relating to the subject matter hereof and may not be modified or amended except by written agreement of the parties. This IGA shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

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

c. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this IGA.

d. No Assignment. Neither party shall assign any of its rights or delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

e. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and the District shall be deemed to be only an incidental beneficiary under this IGA.

f. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17th Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this IGA, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.

g. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

h. Paragraph Headings. Paragraph headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.

i. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

REUNION SPORTS, ENTERTAINMENT AND
CULTURAL DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager

ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

Recommended for approval:

_____, [Assistant/Deputy] City Attorney

[Name], Director
Department of Community Development

EXHIBIT E

Cost Estimates

The following cost estimates are based on conceptual plans available at the time of the approval of the Service Plan by the City of Commerce City, and are based on 2019 dollars. Unit costs are based on an engineer's estimate in 2019 derived from unit costs on an acreage basis or lineal calculations to the extent those exist. The costs shown in this Exhibit E are preliminary estimates only. Final construction costs may vary from the estimated costs shown in this Exhibit E and are subject to final construction plans to be approved by all requisite jurisdictions.

Reunion Sports, Entertainment & Cultural Metropolitan District	
Cost Summary	
Major Categories	Cost
Streets	\$ 32,011,447.00
Sanitary Sewer	\$ 1,361,596.00
Underdrain	\$ 567,445.00
Potable Water	\$ 3,584,700.00
Non-Potable Water	\$ 2,546,500.00
Drainage	\$ 5,720,715.00
Landscape & Park Improvements	\$ 4,216,106.00
Water ERU's Landscaping	\$ 1,500,000.00
Subtotal	\$ 51,508,509.00
25% Contingency	\$12,877,127
10% Engineering and Surveying	\$5,150,851
5% Construction Management	\$2,575,425
Total	\$72,111,913

Water ERUs for Landscaping estimated at 30 acres and 5 ERUs/acre

As public/private partnerships are developed, additional costs will be derived for outdoor recreational facilities and other sports and entertainment venues in which the District will have a participatory role in financing, construction, acquisition, operation and/or maintenance as set forth in the Authority IGA.

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
STREETS EARTHWORK/DEMOLITION					
	Mobilization (Grading & Erosion Control)	1	LS	\$ 7,500.00	\$ 7,500.00
	Removal of Asphalt (Full Depth)	27,000	SY	\$ 7.00	\$ 189,000.00
	Removal of Fence	5,000	LF	\$ 5.00	\$ 25,000.00
	Clearing & Grubbing	424	AC	\$ 1,000.00	\$ 424,000.00
	Topsoil [Strip, Stockpile, and Redistribute] [6 Inch]	1	LS	\$ 300,000.00	\$ 300,000.00
	Unclassified Excavation (Complete in Place)	2,150,000	CY	\$ 3.50	\$ 7,525,000.00
	Unclassified Excavation (Export)	500,000	CY	\$ 5.00	\$ 2,500,000.00
STREETS EARTHWORK - TOTAL					\$ 10,970,500.00
STREETS - EROSION CONTROL					
	Silt Fence	9,761	LF	\$ 2.00	\$ 19,522.00
	Construction Fence	9,761	LF	\$ 2.50	\$ 24,402.50
	Concrete Washout Structure	3	EA	\$ 1,000.00	\$ 3,000.00
	Vehicle Tracking Control	3	EA	\$ 1,000.00	\$ 3,000.00
	Inlet Protection	60	EA	\$ 250.00	\$ 15,000.00
	Aggregate Bag	864	LF	\$ 12.00	\$ 10,368.00
	Diversion Ditch	10,000	LF	\$ 3.50	\$ 35,000.00
	Outlet Protection	12	EA	\$ 600.00	\$ 7,200.00
	Erosion Control Supervisor	1	LS	\$ 10,000.00	\$ 10,000.00
	Seeding and Mulching	100	AC	\$ 1,500.00	\$ 150,000.00
EROSION CONTROL - TOTAL					\$ 277,492.50
MINOR/MULTIMODAL ARTERIAL STREETS					
	Mobilization (Concrete)	1	LS	\$ 5,000.00	\$ 5,000.00
	Mobilization (Asphalt)	1	LS	\$ 5,000.00	\$ 5,000.00
	Subgrade Prep	87,105	SY	\$ 3.05	\$ 265,670.25
	6' Detached Walk (6" Depth)	9,011	SY	\$ 25.00	\$ 225,275.00
	12' Detached Bike/Walk (6" Depth)	8,015	SY	\$ 32.00	\$ 256,480.00
	Curb & Gutter Type 2	22,898	LF	\$ 12.25	\$ 280,500.50
	Curb & Gutter Type 1	18,764	LF	\$ 11.25	\$ 211,095.00
	Pedestrian Curb Ramps	22	EA	\$ 1,100.00	\$ 24,200.00
	HMA (Grading S) (75) (PG 76-28) [2.5 Inch]	8,047	TON	\$ 95.00	\$ 764,465.00
	HMA (Grading SG) (75) (PG 64-22) [7 Inch]	23,656	TON	\$ 75.00	\$ 1,774,200.00
	Aggregate Base Course (Class 6)	871	TON	\$ 18.00	\$ 15,678.00
	Street Signage	39	EA	\$ 250.00	\$ 9,750.00
	Street Light	56	EA	\$ 5,000.00	\$ 280,000.00
	3 Inch Electrical Conduit	9,382	LF	\$ 12.50	\$ 117,275.00
	Wiring	1	LS	\$ 12,000.00	\$ 12,000.00
	Lighting Control Center	1	EA	\$ 10,000.00	\$ 10,000.00
	Secondary Service Pedestal	1	EA	\$ 5,000.00	\$ 5,000.00
	6 Inch PVC Conduit Sleeve	4,620	LF	\$ 15.00	\$ 69,300.00
	Cross Walks & Stop Bars	11	EA	\$ 1,000.00	\$ 11,000.00
	Barricade	10	EA	\$ 150.00	\$ 1,500.00
	Striping	52	GAL	\$ 100.00	\$ 5,200.00
	Landscaping	422,821	SF	\$ 5.00	\$ 2,114,105.00
	Traffic Signal per Intersection	5	EA	\$ 300,000.00	\$ 1,500,000.00
	Potholing	1	LS	\$ 30,000.00	\$ 30,000.00
	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
STREETS - TOTAL					\$ 8,007,693.75

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
4 LANES MAJOR COLLECTOR STREETS					
	Mobilization (Concrete)	1	LS	\$ 5,000.00	\$ 5,000.00
	Mobilization (Asphalt)	1	LS	\$ 5,000.00	\$ 5,000.00
	Subgrade Prep	34,221	SY	\$ 3.05	\$ 104,374.05
	5' Detached Walk (6" Depth)	2,547	SY	\$ 32.00	\$ 81,504.00
	Curb & Gutter Type 2	3,820	LF	\$ 12.25	\$ 46,795.00
	Pedestrian Curb Ramps	6	EA	\$ 1,100.00	\$ 6,600.00
	HMA (Grading S) (75) (PG 76-28) [3 Inch]	5,345	TON	\$ 95.00	\$ 507,775.00
	HMA (Grading SG) (75) (PG 64-22) [3 Inch]	5,880	TON	\$ 75.00	\$ 441,000.00
	Street Signage	28	EA	\$ 250.00	\$ 7,000.00
	Street Light	17	EA	\$ 5,000.00	\$ 85,000.00
	3 Inch Electrical Conduit	4,162	LF	\$ 12.50	\$ 52,025.00
	Wiring	1	LS	\$ 6,000.00	\$ 6,000.00
	Lighting Control Center	1	EA	\$ 10,000.00	\$ 10,000.00
	Secondary Service Pedestal	1	EA	\$ 5,000.00	\$ 5,000.00
	6 Inch PVC Conduit Sleeve	912	LF	\$ 15.00	\$ 13,680.00
	Cross Walks & Stop Bars	3	EA	\$ 1,000.00	\$ 3,000.00
	Bike Lane Symbols	16	EA	\$ 500.00	\$ 8,000.00
	Barricade	10	EA	\$ 150.00	\$ 1,500.00
	Striping	95	GAL	\$ 100.00	\$ 9,500.00
	Landscaping	45,782	SF	\$ 5.00	\$ 228,910.00
	Roundabout	3	EA	\$ 385,000.00	\$ 1,155,000.00
	Potholing	1	LS	\$ 25,000.00	\$ 25,000.00
	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
				STREETS - TOTAL	\$ 2,817,663.05

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
MINOR COLLECTOR STREETS					
	Mobilization (Concrete)	1	LS	\$ 5,000.00	\$ 5,000.00
	Mobilization (Asphalt)	1	LS	\$ 5,000.00	\$ 5,000.00
	Subgrade Prep	121,834	SY	\$ 3.05	\$ 371,593.70
	5' Detached Walk (6" Depth)	2,547	SY	\$ 32.00	\$ 81,504.00
	Curb & Gutter Type 2	51,000	LF	\$ 12.25	\$ 624,750.00
	Pedestrian Curb Ramps	56	EA	\$ 1,100.00	\$ 61,600.00
	HMA (Grading S) (75) (PG 76-28) [3 Inch]	17,595	TON	\$ 95.00	\$ 1,671,525.00
	HMA (Grading SG) (75) (PG 64-22) [3 Inch]	19,355	TON	\$ 75.00	\$ 1,451,625.00
	Street Signage	119	EA	\$ 250.00	\$ 29,750.00
	Street Name Signage	200	SF	\$ 28.00	\$ 5,600.00
	Street Light	92	EA	\$ 5,000.00	\$ 460,000.00
	3 Inch Electrical Conduit	25,500	LF	\$ 12.50	\$ 318,750.00
	Wiring	1	LS	\$ 24,000.00	\$ 24,000.00
	6 Inch PVC Conduit Sleeve	5,040	LF	\$ 15.00	\$ 75,600.00
	Cross Walks & Stop Bars	28	EA	\$ 1,000.00	\$ 28,000.00
	Bike Lane Symbols	56	EA	\$ 500.00	\$ 28,000.00
	Barricade	10	EA	\$ 150.00	\$ 1,500.00
	Striping	388	GAL	\$ 100.00	\$ 38,800.00
	Landscaping	280,500	SF	\$ 5.00	\$ 1,402,500.00
	Roundabout	1	EA	\$ 385,000.00	\$ 385,000.00
	Potholing	1	LS	\$ 25,000.00	\$ 25,000.00
	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
				STREETS - TOTAL	\$ 7,110,097.70
MISCELLANEOUS					
	Underground Overhead Utilities along Tower Rd	4,890	LF	\$ 200.00	\$ 978,000.00
	Underground Overhead Utilities along 112th Ave	4,250	LF	\$ 200.00	\$ 850,000.00
	Utilities Relocation	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
				TOTAL	\$ 2,828,000.00
				TOTAL*	\$ 32,011,447.00

*Exclusions: Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
SANITARY SEWER - VAUGHN STREET					
	Mobilization (Sanitary Sewer)	1	LS	\$ 5,000.00	\$ 5,000.00
	Connect to Existing Manhole	1	EA	\$ 4,500.00	\$ 4,500.00
	8" PVC (Sewer)	6,092	LF	\$ 59.00	\$ 359,428.00
	12" PVC (Sewer)	6,172	LF	\$ 69.00	\$ 425,868.00
	15" PVC (Sewer)	4,200	LF	\$ 79.00	\$ 331,800.00
	4' Manholes (Sewer)	20	EA	\$ 5,000.00	\$ 100,000.00
	5' Manholes (Sewer)	20	EA	\$ 6,500.00	\$ 130,000.00
	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
SANITARY - TOTAL					\$ 1,361,596.00
TOTAL*					\$ 1,361,596.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
UNDERDRAIN SEWER -					
	Mobilization (Underdrain Sewer)	1	LS	\$ 25,000.00	\$ 25,000.00
	12" PVC Underdrain (Sewer)	4,152	LF	\$ 40.00	\$ 166,080.00
	8" PVC Underdrain (Sewer)	1,957	LF	\$ 35.00	\$ 68,495.00
	6" PVC Underdrain (Sewer)	9,429	LF	\$ 30.00	\$ 282,870.00
	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
SANITARY - TOTAL					\$ 567,445.00
TOTAL*					\$ 567,445.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
POTABLE WATER					
	Mobilization (Potable Water)	1	LS	\$ 5,000.00	\$ 5,000.00
	8" PVC (Water)	23,416	LF	\$ 45.00	\$ 1,053,720.00
	8" Gate Valve	60	EA	\$ 3,500.00	\$ 210,000.00
	12" PVC (Water)	5,415	LF	\$ 80.00	\$ 433,200.00
	12" Gate Valve (Water)	20	EA	\$ 3,500.00	\$ 70,000.00
	16" PVC (Water)	12,126	LF	\$ 80.00	\$ 970,080.00
	16" Gate Valve (Water)	35	EA	\$ 3,500.00	\$ 122,500.00
	Waterline Lowering	30	EA	\$ 6,500.00	\$ 195,000.00
	Tie Into Existing (Water)	8	EA	\$ 4,500.00	\$ 36,000.00
	Fire Hydrant Assy. (Pipe and Fittings)	120	EA	\$ 4,035.00	\$ 484,200.00
	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL*					\$ 3,584,700.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

NONPOTABLE WATER

Mobilization (Irrigation Water)	1	LS	\$ 5,000.00	\$ 5,000.00
4" PVC (Irrigation)	30,400	LF	\$ 30.00	\$ 912,000.00
4" Gate Valve (Irrigation)	90	EA	\$ 3,500.00	\$ 315,000.00
6" PVC (Irrigation)	3,845	LF	\$ 40.00	\$ 153,800.00
6" Gate Valve (Irrigation)	15	EA	\$ 3,500.00	\$ 52,500.00
12" PVC (Irrigation)	3,720	LF	\$ 60.00	\$ 223,200.00
12" Gate Valve (Irrigation)	12	EA	\$ 3,500.00	\$ 42,000.00
16" PVC (Irrigation)	4,220	LF	\$ 80.00	\$ 337,600.00
16" Gate Valve (Irrigation)	14	EA	\$ 3,500.00	\$ 49,000.00
20" PVC (Irrigation)	2,380	LF	\$ 80.00	\$ 190,400.00
20" Gate Valve (Irrigation)	6	EA	\$ 3,500.00	\$ 21,000.00
Waterline Lowering (Irrigation)	30	EA	\$ 6,500.00	\$ 195,000.00
Tie Into Existing (Irrigation)	10	EA	\$ 4,500.00	\$ 45,000.00
Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00

TOTAL* \$ 2,546,500.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

PHASE 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
STORM SEWER					
	Mobilization (Storm Sewer)	1	LS	\$ 25,000.00	\$ 25,000.00
	24" Reinforced Concrete Pipe w/ MHs and Inlets	14,659	LF	\$ 175.00	\$ 2,565,325.00
	36" Reinforced Concrete Pipe w/ MHs and Inlets	7,017	LF	\$ 220.00	\$ 1,543,740.00
	48" Reinforced Concrete Pipe w/ MHs and Inlets	500	LF	\$ 275.00	\$ 137,500.00
	36" PVC SDR 32.5 (Carrier Pipe)	150	LF	\$ 250.00	\$ 37,500.00
	60" Steel Pipe (Casing Pipe) (Jack and Bore)	150	LF	\$ 2,700.00	\$ 405,000.00
	Concrete Outlet Structure	7	EA	\$ 35,000.00	\$ 245,000.00
	Concrete Trickle Channel	2,730	LF	\$ 105.00	\$ 286,650.00
	Concrete Forebay	14	EA	\$ 25,000.00	\$ 350,000.00
	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
	Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00
TOTAL*					\$ 5,720,715.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

PHASE 1

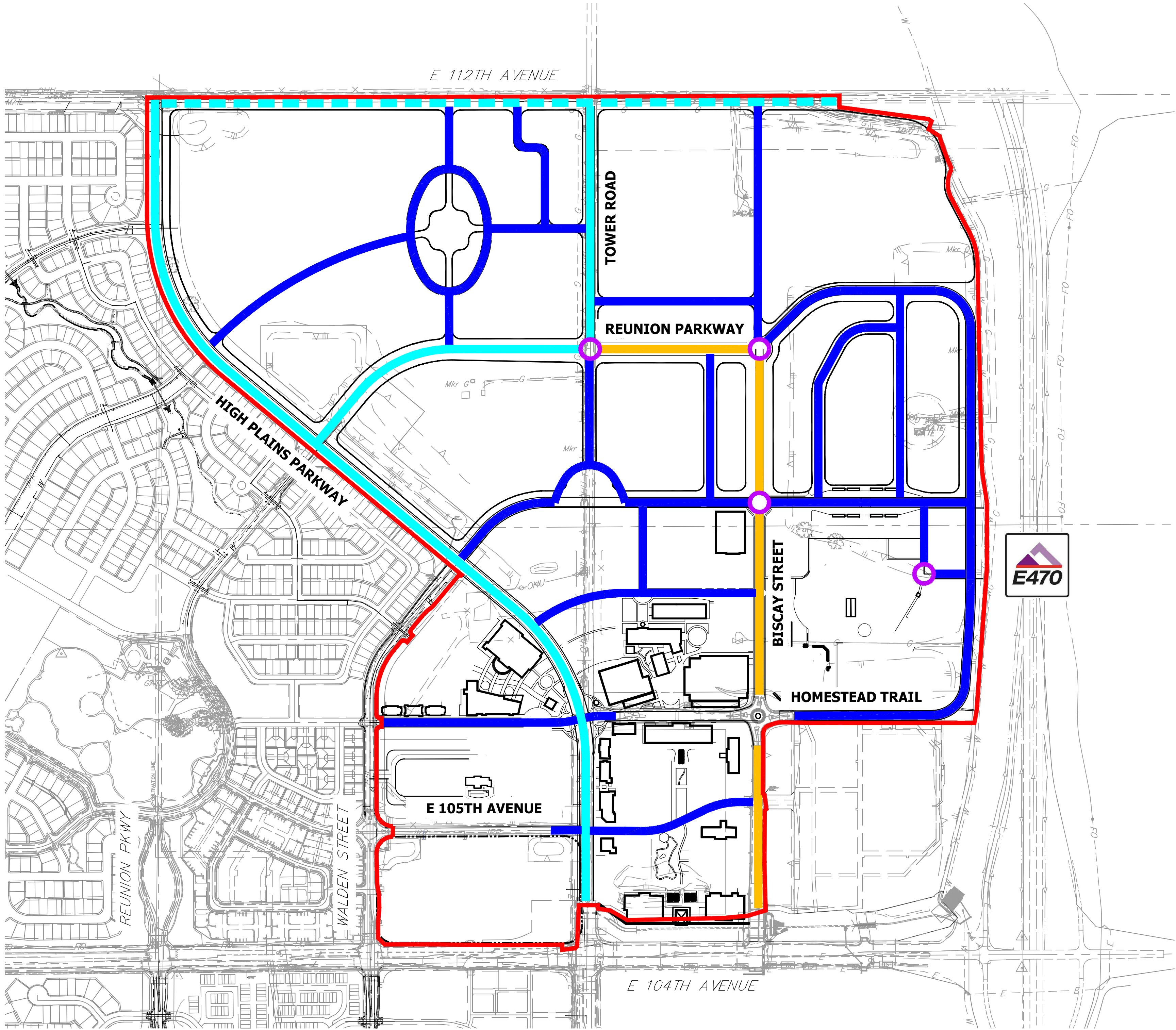
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
LANDSCAPE AND PARKS IMPROVEMENTS					
	Enhanced Landscape	487,998	SF	\$4.50	\$ 2,195,991.00
	Native	84,800	SF	\$1.50	\$ 127,200.00
	Park	87,000	SF	\$5.00	\$ 435,000.00
	Drainage	273,012	SF	\$1.25	\$ 341,265.00
	Fence	6,933	LF	\$50.00	\$ 346,650.00
	Primary Monumentation	2	EA	\$80,000.00	\$ 160,000.00
	Secondary Monumentation	6	EA	\$60,000.00	\$ 360,000.00
	Tertiary Monumentation	10	EA	\$25,000.00	\$ 250,000.00
				TOTAL	\$ 4,216,106.00

*Exclusions:

Dry utilities (phone, cable); Warranties (water, sewer, storm); Demolition; Commerce City Review Fees

REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT

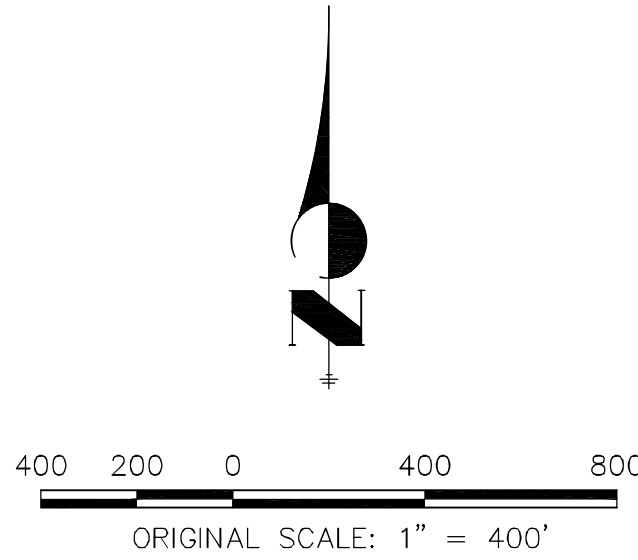
COMMERCE CITY, COLORADO



Reunion Sports, Entertainment & Cultural Metropolitan District Cost Summary	
Major Categories	Cost
Streets	\$ 32,011,447.00
Sanitary Sewer	\$ 1,361,596.00
Underdrain	\$ 567,445.00
Potable Water	\$ 3,584,700.00
Non-Potable Water	\$ 2,546,500.00
Drainage	\$ 5,720,715.00
Landscape & Park Improvements	\$ 4,216,106.00
Water ERU's Landscaping	\$ 1,500,000.00
Subtotal	\$ 51,508,509.00
25% Contingency	\$12,877,127
10% Engineering and Surveying	\$5,150,851
5% Construction Management	\$2,575,425
Total	\$72,111,913

LEGEND

- METRO DISTRICT BOUNDARY
- MINOR/MULTIMODAL ARTERIAL (FULL WIDTH)
- 4 LANES MAJOR COLLECTOR (FULL WIDTH / HALF WIDTH)
- PROPOSED ROUNDABOUT
- MINOR/MULTIMODAL ARTERIAL (HALF WIDTH)
- MINOR COLLECTOR (FULL WIDTH / HALF WIDTH)

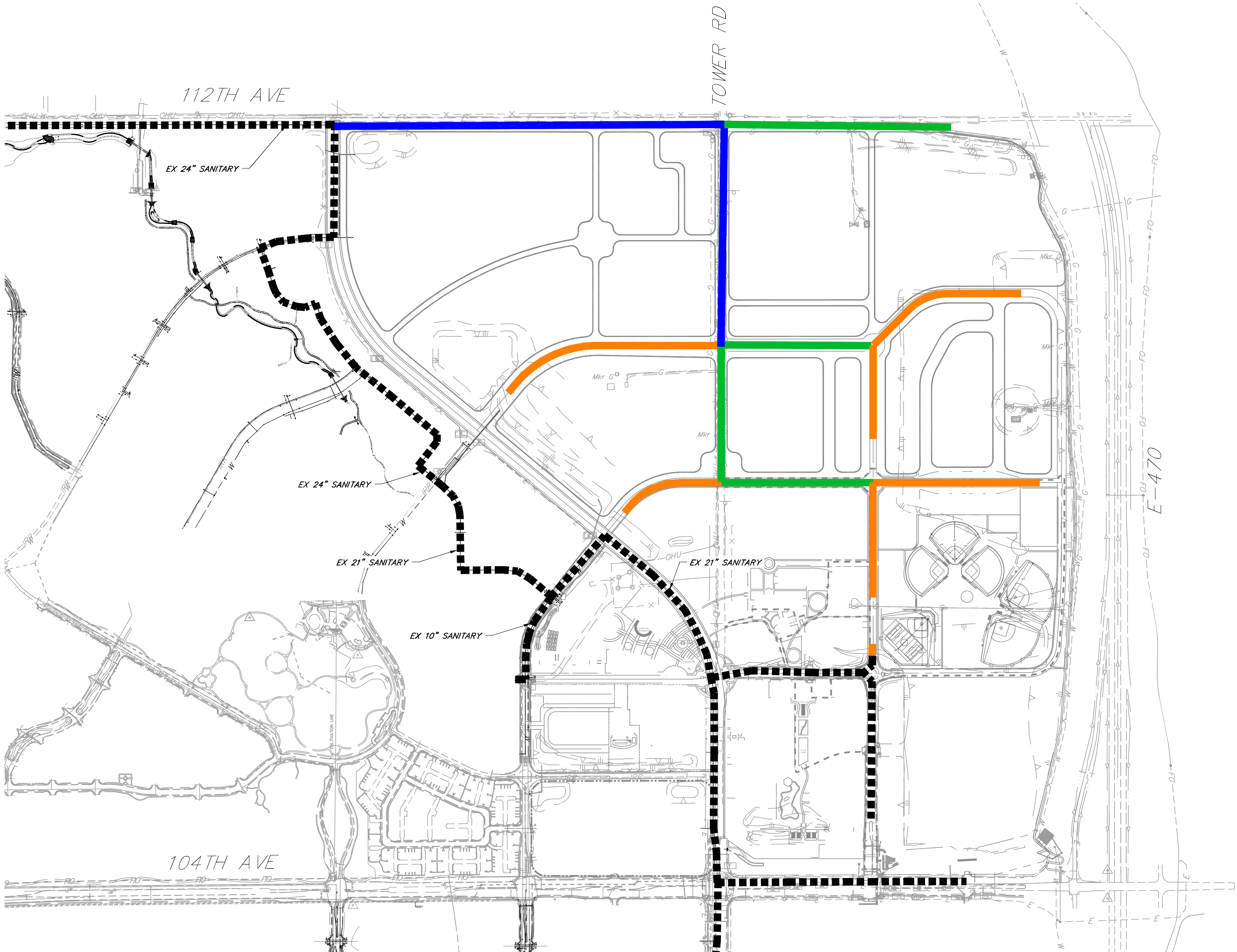


REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT
COST EXHIBIT
JOB NO. 14421.49
8/7/2019
SHEET 1 OF 1

REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT COST EXHIBIT

COMMERCE CITY, COLORADO

SANITARY SEWER IMPROVEMENTS



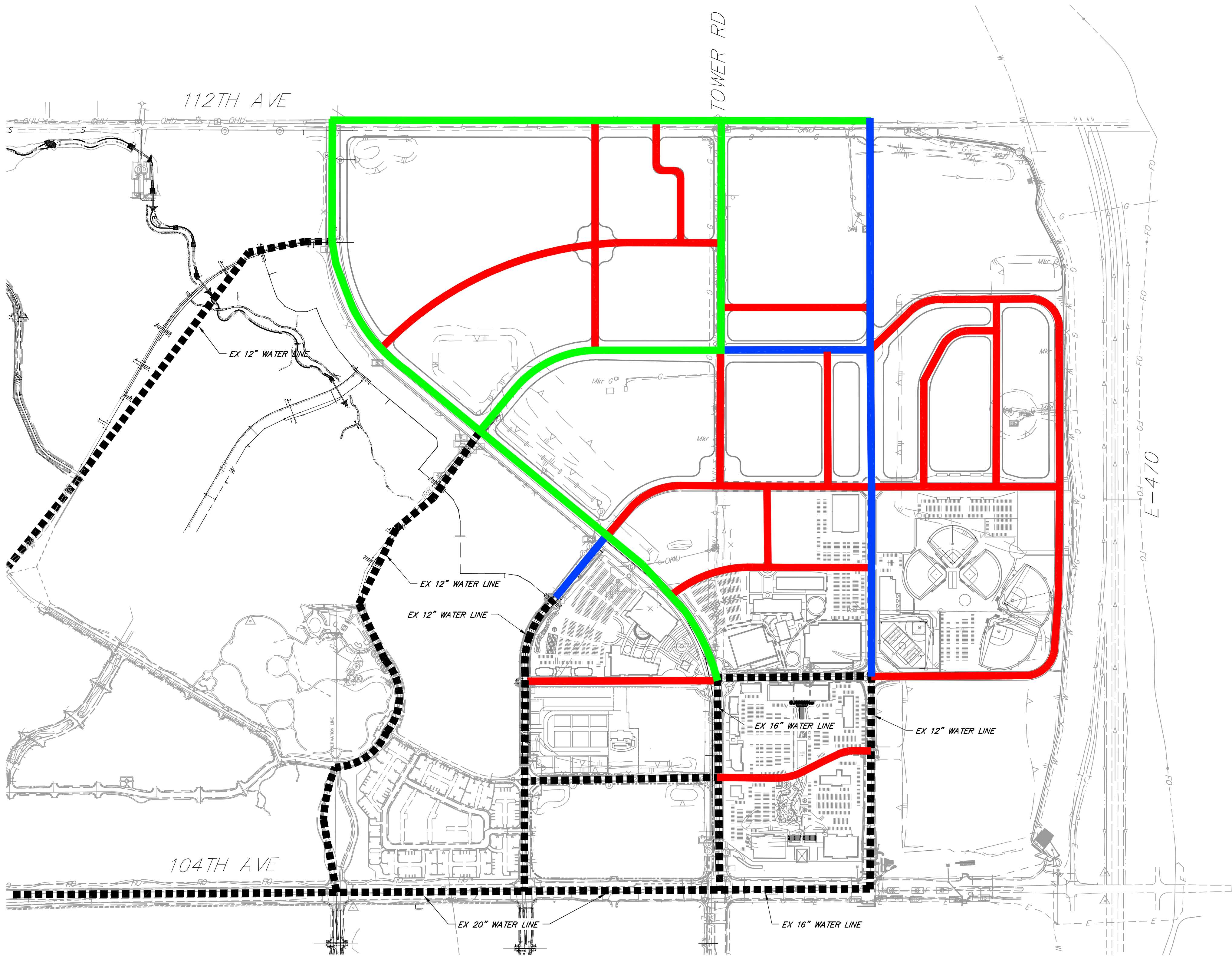
- LEGEND**
- EXISTING SANITARY
 - PROPOSED 8" SANITARY
 - PROPOSED 12" SANITARY
 - PROPOSED 15" SANITARY

REUNION SPORTS, ENTERTAINMENT &
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REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT COST EXHIBIT

COMMERCE CITY, COLORADO

WATER IMPROVEMENTS



- LEGEND**
- EXISTING WATER LINE

PROPOSED 8" WATER LINE

PROPOSED 12" WATER LINE

PROPOSED 16" WATER LINE

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JOB NO. 14421.49
8/7/2019
SHEET 1 OF 1

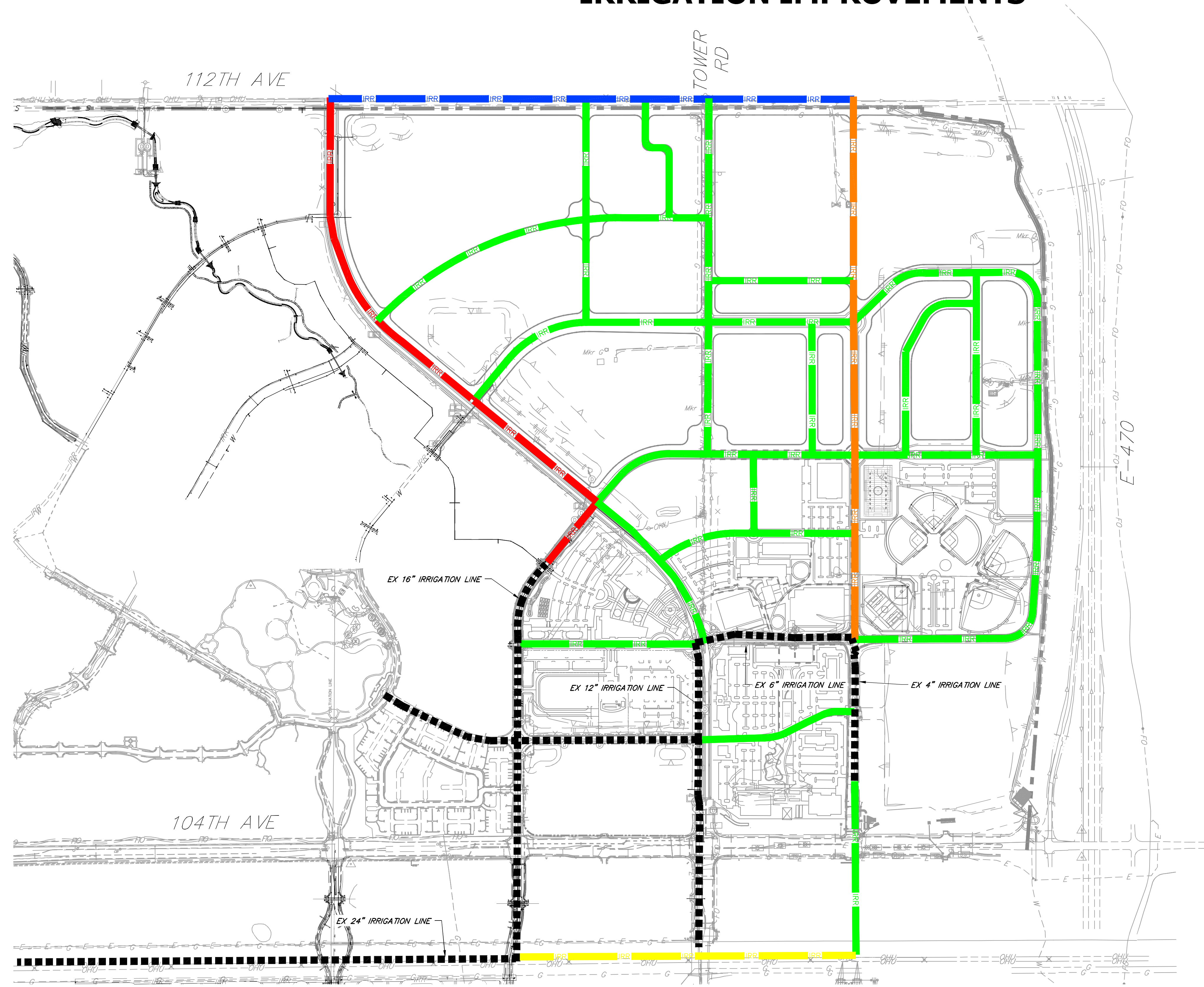


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COMMERCE CITY, COLORADO

IRRIGATION IMPROVEMENTS



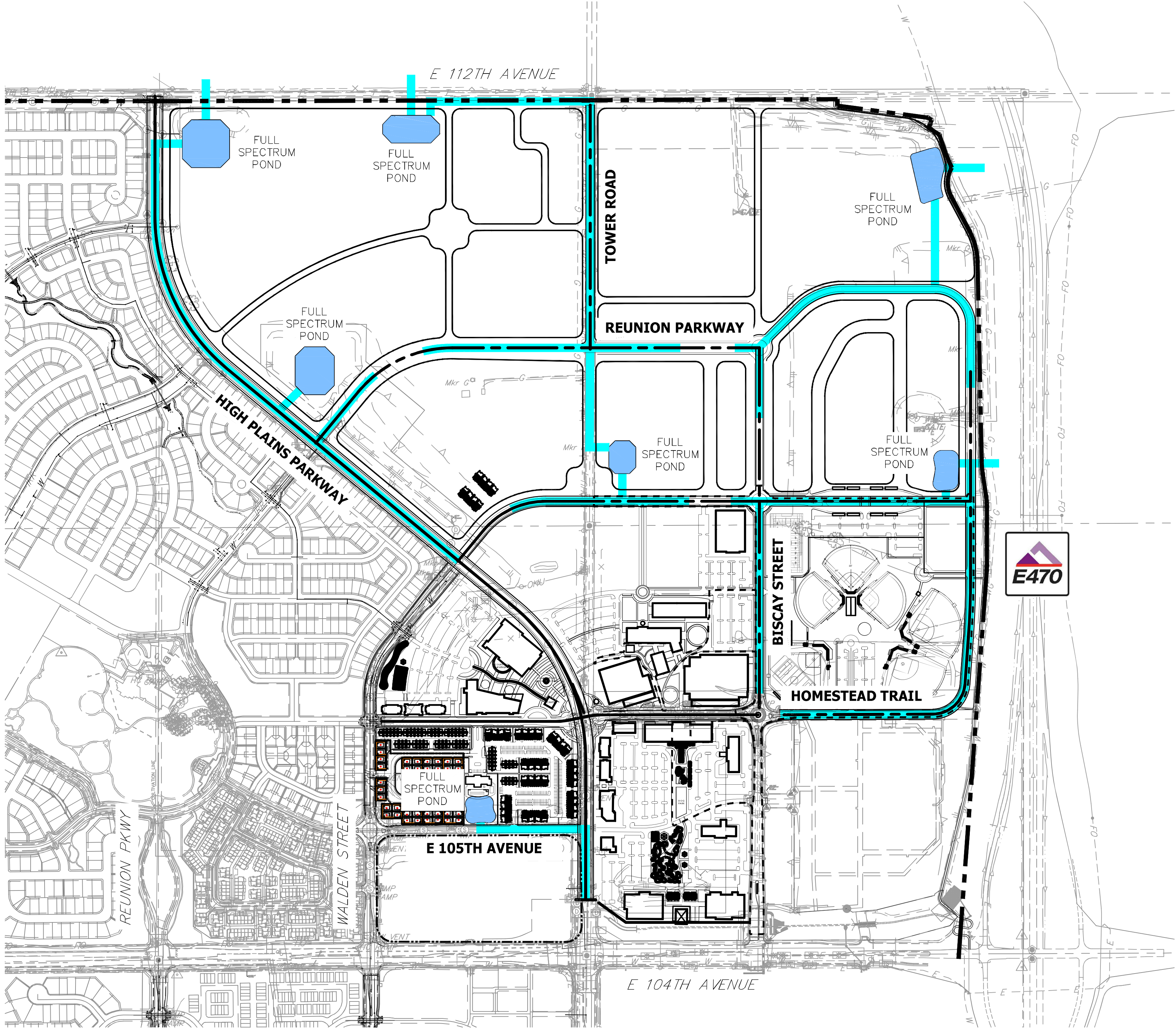
- LEGEND**
- EXISTING IRRIGATION LINE
 - IRR PROPOSED 4" IRRIGATION LINE
 - IRR PROPOSED 6" IRRIGATION LINE
 - IRR PROPOSED 12" IRRIGATION LINE
 - IRR PROPOSED 16" IRRIGATION LINE
 - IRR PROPOSED 20" IRRIGATION LINE

REUNION SPORTS, ENTERTAINMENT &
CULTURAL METROPOLITAN DISTRICT
JOB NO. 14421.49
8/7/2019
SHEET 1 OF 1

REUNION SPORTS, ENTERTAINMENT & CULTURAL METROPOLITAN DISTRICT COSTS EXHIBIT

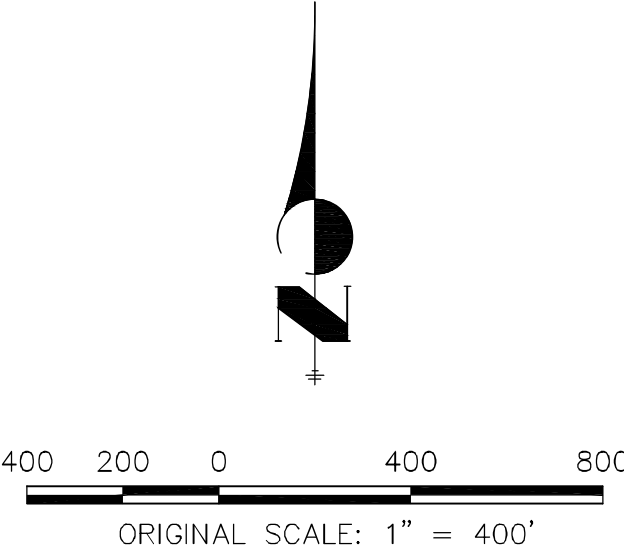
COMMERCE CITY, COLORADO

STORM AND DRAINAGE IMPROVEMENTS



LEGEND

STORM SEWER



REUNION SPORTS, ENTERTAINMENT &
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COST EXHIBIT — STORM
JOB NO. 14421.49
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SHEET 1 OF 1

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