

**SERVICE PLAN
FOR
COMMUNITY COORDINATING METROPOLITAN DISTRICT NO. 1
DENVER, COLORADO**

Submitted: November 23, 2010

Approved: _____, 2010

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SERVICE PLAN FOR

COMMUNITY COORDINATING METROPOLITAN DISTRICT NO. 1

I. INTRODUCTION

This Service Plan for the Community Coordinating Metropolitan District No. 1 (the “Metro District”) in the City and County of Denver (“City”), Colorado (“State”), is submitted by **Urban Market Partners, LLC** (“Organizer”) pursuant to the requirements of the Special District Act, § 32-1-101, et seq., C.R.S. (“Special District Act”), and more particularly § 32-1-204.5, C.R.S. This Service Plan also provides certain documentation required by the City’s Policy Statement Establishing Statutory Districts (“Policy Statement”) and is being submitted in connection with the current and future planning, improvement and coordination of the City-owned and designated parks under the City Charter, known as the five (5) Triangle Parks (the “Triangle Parks”) located generally near the intersection of Broadway and Park Avenue and related projects in the vicinity of the Triangle Parks (the “Service Area”). The Organizer has been working with the City, property owners and service providers and the Metro District is designed to act as the coordinating entity with respect to public improvements within the Service Area.

The unique challenges facing Triangle Parks and the Service Area require unique solutions. It is critical to the success of Triangle Parks that the improvements to the public infrastructure and other solutions be coordinated with stakeholders in the area so that the broader social and service provider challenges in the Triangle Parks, the Service Area and surrounding impacted neighborhoods are successfully addressed. The Metro District will: (a) provide a platform for continuing dialogue among the various property owners and service providers that gives them a voice and a structure to partner effectively with the City; and (b) work with the City and other property owners to define the desired improvements to Triangle Parks and other property within the Service Area; and (c) provide a government partner to work with the City and/or other entities to seek federal, state and local funds for the improvements to the Triangle Parks and the Service Area, once the desired improvements have been defined.

II. PURPOSES OF DISTRICT

The Metro District will be a metropolitan district organized pursuant to the Special District Act. The property within the boundaries of the Metro District will be de minimus, and not within the Service Area, as the Metro District is anticipated to act as a coordination district responsible for developing, managing, implementing and coordinating the financing, acquisition, construction, completion, operation and maintenance of certain improvements to public streets, limited sanitation and storm drainage, mosquito control, transportation, and park and recreation improvements within and without the Metro District’s boundaries, the Service Area, including the Triangle Parks (the “Improvements”). The Improvements will be acquired, constructed and completed for the collective use and benefit of the property owners within the Metro District and Service Area, as well as for citizens of the City, the metropolitan Denver area and the State. The Metro District may be responsible for perpetual operation, maintenance, repair and replacement of certain Improvements. Whether or not so specified herein, the Metro District’s responsibility for the completion, operation, maintenance, repair and replacement of the Improvements will be

set forth in contracts between the Metro District and the owners of the property upon which the Improvements will be located.

It is anticipated that the Organizer will make advances to the Metro District necessary to fund the costs of organization of the Metro District.

The Service Area, including the Triangle Parks, is currently under served with facilities and related services which the Metro District will have the authority to provide. The City does not have, nor does any other special district have, any plans to provide such facilities or related services within a reasonable time and on a comparable basis. The arrangements for financing, acquiring, constructing, completing, operating and maintaining the Improvements will be identified as each project is prioritized and initiated. Any Improvements to any designated park or any other area owned by the City shall require a separate contract with the City for such project. The Improvements to the Service Area, including the Triangle Parks, will have a long-lasting and positive impact on the character, property tax base, employment base, and public health and safety of the surrounding neighborhoods. The use of the Metro District to finance, acquire, construct, complete, maintain and operate the Improvements will assure the provision of requisite public infrastructure and other attractive public amenities within and without Triangle Parks and the Service Area. Thus, the organization of the Metro District will promote the general interests of present and future property owners, residents and taxpayers within the Metro District boundaries and the Service Area, as well as the City as a whole.

III. BOARD OF DIRECTORS

The Board of Directors of the Metro District will consist of seven (7) seats and three (3) *ex-officio* seats. Representatives of the various stakeholders in the Service Area will serve on the Board, including property owners and service providers. The Organizer represents it will execute the appropriate agreements to assure qualification of representative property owners and service providers within the Service Area as candidates for the Board. The Organizer shall work together with the Manager of Parks and Recreation or his/her designee to select the individuals to be qualified to serve on the Board. Managers of Parks and Recreation, Public Works and Human Services, or their designees, shall fill the three (3) *ex-officio* seats.

IV. PROPOSED DISTRICT BOUNDARIES / SERVICE AREA

The Metro District will be organized to manage, implement and coordinate the financing, acquisition, construction, completion, and operation and maintenance of the Improvements within and without the Service Area, including the Triangle Parks, through separate contracts with the property owners. The boundaries of the Metro District are located entirely within the City, but are not located within the Triangle Parks or the Service Area, as more particularly described in the legal description of the boundaries of the Metro District attached hereto and incorporated herein as **Exhibit A**, and are also shown on the boundary map attached hereto and incorporated herein as **Exhibit B**. The location of the Service Area, including Triangle Parks, is generally depicted on the drawing on **Exhibit C** attached hereto and no portion of the Metro District boundaries are included therein. The general location of the Metro District boundaries and the Triangle Parks is shown on the vicinity map attached hereto as **Exhibit D** and incorporated herein by this reference. The Improvements for the Service Area, including

Triangle Parks and its environs will be located within and without the area generally depicted on Exhibit C.

V. PERMITTED LAND USES / POPULATION PROJECTIONS / ASSESSED VALUATION

The property within the Metro District's boundaries is zoned RMU-30. The Metro District will obtain all permits and other applications from the City as are required for each particular phase of the redevelopment of the Metro District. All work by the Metro District shall be subject to all City zoning, subdivision and building codes, other land use regulations, and all other laws, rules and regulations and all contracts relating thereto. The Metro District will have no permanent population because the property within its boundaries is not being developed for residential use. The current assessed value of all property within the boundaries of the Metro District is estimated for the purposes of this Service Plan to be approximately \$0 (actual assessed value will be certified by the County Assessor). The estimated future assessed valuation of all property within the boundaries of the Metro District at full build-out is estimated to be approximately \$0, with an estimated market value of approximately \$0.

VI. DESCRIPTION OF METRO DISTRICT POWERS, SERVICES AND IMPROVEMENTS

Pursuant to separate contracts with appropriate land owners and other parties, the Metro District will manage, implement and coordinate the financing, acquisition, construction, completion, operation and maintenance of the Improvements (some of which may ultimately be transferred to the City) and the provision of related services within and without the boundaries of the Metro District and the Service Area. If a Department of Park and Recreation park is involved, the Metro District shall follow the Department of Park and Recreation public involvement practices and policies. A general description of the Metro District's powers and authorities, the services it will provide, and the Improvements that it will acquire or construct follows:

A. Services and Improvements.

1. Street Improvements. The Metro District shall have the power and authority to provide for the acquisition of land and Improvements not already owned by the City, construction, relocation, installation, completion, operation, maintenance, repair and replacement of both on-site and off-site street improvements within and without the Service Area of the Metro District, as authorized in the Special District Act. Any street improvements to be undertaken by the Metro District on City-owned land shall be done pursuant to separate contracts with the City. Upon completion of the street improvements, the Metro District shall convey any necessary land for the streets and transfer certain of the street improvements to the City as set forth in any contracts related to such street improvements. All street improvements shall be constructed in accordance with the plans and specifications approved by the City, including any applicable requirements of the Department of Public Works. The Metro District shall not transfer the street improvements or delegate the operation and maintenance thereof to any other entity, unless the Metro District has received the prior written approval of the Manager of Public Works and Finance.

2. Limited Sanitation and Stormwater Drainage Improvements. The Metro District shall have the power and authority to provide for the acquisition of land and Improvements not already owned by the City, construction, relocation, installation, completion and/or operation and maintenance of certain sanitation improvements as authorized by the Special District Act, including, without limitation, collection facilities for collecting stormwater, flood and surface drainage facilities and systems, water quality detention/retention ponds and associated drainage facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities within and without the Service Area. Any limited sanitation and stormwater drainage improvement to be undertaken by the Metro District on City-owned land shall be done pursuant to separate contracts with the City. All sanitation and drainage improvements shall be designed and constructed in accordance with the standards and specifications of the City, including its Wastewater Management Division of the Denver Department of Public Works (“Denver Wastewater”), Metro Wastewater Reclamation District, the Colorado Department of Public Health and Environment, and any other applicable, local, State or federal rules and regulations. Upon completion, the sanitation and drainage improvements may be transferred to the City, or other governmental entity, or may be retained by the Metro District, for ownership, operation and maintenance. The requirements for the acceptance, conveyance, operation and maintenance of all sanitation and drainage improvements shall be set forth in a contract with the owner of the property upon which the Improvements are constructed. The Metro District shall not transfer the sanitation or drainage improvements or delegate the operation and maintenance thereof to any other entity, unless the Metro District has received the prior written approval of the Managers of Parks and Recreation, Public Works and Finance.

3. Park and Recreation Improvements. The Metro District shall have the power and authority to provide for the acquisition of land and Improvements not already owned by the City, construction, relocation, installation, completion, operation, maintenance, repair and replacement of both on-site and off-site park and recreation improvements within and without the Service Area of the Metro District, as authorized in the Special District Act. Any parks and recreation Improvements to be undertaken by the Metro District on City-owned land shall be done pursuant to separate contracts with the City. All parks and recreation improvements shall be designed and constructed in accordance with the applicable specifications of the City. Parks and recreation improvements may be transferred to the City, as set forth in such separate contracts. It is anticipated that the Metro District will own, operate and maintain the parks and recreation improvements not transferred to the City as set forth in such separate contracts. The Metro District shall not transfer the parks and recreation improvements or delegate the operation and maintenance thereof to a governmental entity other than the City, unless the Metro District has received the prior written approval of the Managers of Parks and Recreation, Public Works and Finance.

4. Transportation. The Metro District shall have the power and authority to provide for the acquisition of land and Improvements not already owned by the City, construction, relocation, installation, completion, operation, maintenance, repair and replacement of both on-site and off-site transportation improvements within and without the Service Area of the Metro District, as authorized in the Special District Act. Any transportation improvement to be undertaken by the Metro District to any City-owned land shall be done pursuant to separate contracts with the City. The Metro District may not dedicate the transportation improvements or

delegate the operation and maintenance thereof to another governmental entity without the prior written approval of the Managers of Parks and Recreation, Public Works and Finance. The City will not own or maintain park and ride facilities, parking structures or parking lots or other improvements typically owned by the Regional Transportation District.

5. Mosquito Control. The Metro District shall have the power and authority to provide for the acquisition of land and Improvements not already owned by the City, financing, construction and/or operation and maintenance of facilities and equipment necessary for the eradication and control of mosquitoes, including, but not limited to, elimination or treatment of breeding grounds, and purchase, lease, contracting or other use of equipment or supplies for mosquito control within and without the Service Area. All mosquito control improvements shall be designed and constructed in accordance with the standards and specifications of the City and any other applicable State or federal agencies. The Metro District shall not transfer the mosquito control improvements or delegate the operation and maintenance thereof to a governmental entity other than the City, unless the Metro District has received the prior written approval of the Manager of Environmental Health.

6. General. The various activities of the Metro District shall be subject to City zoning, subdivisions, building codes, land use regulations, and other applicable City laws, rules and regulations, and all contracts relating thereto, so that the Improvements and service standards of the Metro District will be compatible with those of the City. The location and installation of the Improvements authorized in this Service Plan and constructed in accordance with the plans and permits approved by the City shall be exempt from the provisions of Section 31-23-209, C.R.S. The Metro District will not construct any Improvements or provide any services other than the types described in the Service Plan without the prior written approval of the Managers of Parks and Recreation, Public Works and Finance. The Metro District shall not construct any Improvements or undertake any activities on City-owned land without entering into a separate contract with the City related thereto. The City shall not be responsible for assuming the costs of any of the Improvements.

B. Other Powers.

The Metro District shall have all powers and authorities granted to metropolitan districts under the Special District Act, which may be exercised to provide for the acquisition, construction, completion, operation and maintenance of the Improvements and the provision of services as authorized in this Service Plan and any contract related thereto. In addition to the enumerated powers and authorities above, the Board of Directors of the Metro District shall also have the following authorities:

1. Service Plan Amendments. If any change of a basic or essential nature is not authorized in this Service Plan, but is otherwise required pursuant to the Special District Act, the Metro District may amend this Service Plan as needed, subject to compliance with appropriate statutory and City procedures.

2. Construction Phasing. Without having to amend this Service Plan, the Metro District may defer, delay, reschedule, rephrase, relocate or determine not to proceed with

construction of the Improvements in order to better accommodate the needs of the Triangle Parks and the Service Area, resource availability, and funding capacity.

3. Additional Services / Services Metro District Will Not Provide. Except as specifically prohibited herein, the Metro District may provide such additional services and exercise such powers and authorities as are expressly or impliedly granted in the Special District Act or by State law. Before the Metro District assumes any obligations or undertakes the acquisition, construction, operation or maintenance of any infrastructure improvements other than the Improvements described in this Service Plan, the Metro District shall obtain the prior written approval of the Managers of Parks and Recreation, Public Works and Finance. Ongoing services of the Metro District shall be restricted to services not provided within the Service Area by the City. The Metro District shall not provide the following services: fire protection and other public safety services, operation of traffic control devices in City streets, or television relay and translation services. However, the Metro District shall have the power to furnish security services pursuant to the Special District Act so long as the Metro District has provided written notification to, consulted with, and obtained the written consent of the Denver Police Department, and the Managers of Parks and Recreation, Public Works and Finance.

4. Land Acquisition. The Metro District shall not condemn property or easements without the prior approval of the Denver City Council. The purchase price of any land acquired by the Metro District shall be no more than its then-current fair market value as confirmed by an independent MAI appraisal. Land, easements and facilities conveyed to the City shall be free and clear of all liens, encumbrances and easements, unless otherwise approved by the City prior to conveyance. All conveyances to the City shall be by special warranty deed, shall be conveyed at no cost to the City, shall include an ALTA title policy issued to the City, shall meet the environmental standards and shall comply with any conveyance prerequisites.

C. Requirements for Construction and Maintenance.

The City currently has ordinances relating to the payment of prevailing wages, living wages, and small business enterprise participation in the City contracting for construction and certain maintenance activities. As a condition of the City's approval of this Service Plan, in addition to any requirements imposed in separate project contracts, the Metro District shall comply with all ordinances and programs which apply to the specific project, including the following ordinances and programs:

1. Prevailing Wages. The Metro District shall comply with the wage provisions of the City's current ordinances applicable to City contracts relating to the payment of prevailing wages for any Metro District contracts relating to the acquisition or construction, operation or maintenance of any Improvements or the provider of any services.

2. Living Wages. The Metro District shall comply with the wage provisions of the City's current ordinances applicable to City contracts relating to the payment of living wages for any Metro District contracts relating to the operation and maintenance of Improvements or the provider of any services owned and/or maintained by the Metro District unless such contract is required to comply with Davis-Bacon or other federal wage requirements.

3. Small or Disadvantaged Business Enterprise. The Metro District shall comply with the City's ordinances relating to: (a) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the Denver Revised Municipal Code, as the same may be amended or recodified from time to time ("DRMC"); and (b) any disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work or for services being provided that are not under contract at the time of adoption of such ordinance.

4. No Discrimination. In connection with the performance of all acts or activities hereunder, the Metro District shall not discriminate against any person otherwise qualified with respect to its hiring, discharging, promoting or demoting or in matters of compensation solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let to accomplish the purposes of this Service Plan.

5. Public Art. The Metro District shall initiate and implement a public art program as more particularly described in DRMC §§ 20-85 through 20-89.

VII. ESTIMATED COSTS OF IMPROVEMENTS

The estimated costs of design, phasing of construction, and location of the Improvements will be determined by the Board and the property owner pursuant to separate project contracts. Prior to the publication of an invitation to bid for construction of any Improvements, the Metro District shall provide written notice of the Metro District's intent to proceed with the construction and description of the Improvements and shall receive written approval from the Managers of Parks and Recreation, Public Works and Finance.

Except as set forth in separate contracts, the Metro District may, in its discretion, phase the construction, completion, operation and maintenance of the Improvements or defer, delay, reschedule, rephase, relocate or determine not to proceed with the construction, completion, operation and maintenance of the Improvements, and such actions or determinations shall not constitute material modifications of this Service Plan.

VIII. ESTIMATED COSTS OF ORGANIZATION, OPERATIONS AND MAINTENANCE

A. Costs of Organization.

The estimated costs of organization of the Metro District are \$120,000.

B. Costs of Operation and Maintenance.

The Metro District's primary operation and maintenance obligations will include maintaining and repairing the Improvements as shall be more fully set forth in the contracts with the owners of property upon which the specific Improvements are to be located. Additional costs may include engineering (not accounted for in the design of Improvements), legal, audit, and

administrative services, utilities, and other expenses related to the administration and operation of the Metro District.

The budgets adopted by the Metro District will authorize expenditures for the Metro District's administration and the operation and maintenance of the Improvements. Fees and charges may be imposed within the Service Area of the Metro District and collected by the Metro District to the extent necessary to supplement other Metro District revenues; however, in no event shall the Metro District impose fees or charges on the City or that apply to City-owned land.

The Metro District shall obtain the prior written consent of the Managers of Parks and Recreation, Public Works and Finance before delegating any operation and maintenance duties to an owners' association.

C. Fees to City.

The Metro District will not be issuing Bonds and will not be imposing taxes or special assessments. The Metro District shall pay an annual fee as set forth in the City's policy unless otherwise waived by the Manager of Finance.

IX. FINANCING PLAN / PROPOSED INDEBTEDNESS

This part of the Service Plan describes the nature, basis, method of funding and financing limitations associated with the acquisition, construction, completion, operation and maintenance of the Improvements. The Financing Plan will be coordinated and implemented by the Metro District, subject to all limitations set forth herein.

A. Financing Plan.

The Metro District's Financing Plan is to fund all of its activities from grants, donations and fees. The Metro District shall not issue any bonds or other forms of indebtedness. In years where the Metro District has no funding, the Metro District may adopt a Resolution to elect an inactive status pursuant to C.R.S. Section 32-1-104(3). The Metro District shall not construct any Improvement until it has demonstrated there will be funds sufficient to operate and maintain the Improvement. The Metro District shall submit to the Managers of Parks and Recreation, Public Works and Finance a written summary of any grants it intends to apply for and shall receive the approval of the Managers of Parks and Recreation, Public Works, Human Services, and Finance prior to formal submittal of any application for such grant or grants.

B. Organizer Advances.

Currently, it is anticipated that the Organizer will make advances to the Metro District to fund the costs of organization of the Metro District. The Organizer shall be repaid from the limited revenues available to the Metro District as approved by the Board of Directors, to the extent permitted by the form of funding.

C. Operations, Maintenance and Administration.

The Metro District will coordinate and manage all operations and maintenance functions for all Improvements, if so provided for in the separate project contract. The Metro District will need sufficient funds to perpetually operate and maintain all Improvements if so provided in the separate project contract. In addition, the Metro District will incur costs for various administrative functions, including legal, engineering, accounting and compliance.

X. INCLUSIONS / EXCLUSION

Inclusion of any property within the Metro District boundaries or exclusion of any property from the Metro District boundaries shall constitute a material modification of this Service Plan. Inclusion and/or exclusion proceedings shall be conducted in accordance with § 32-1-401, et seq., C.R.S., and § 32-1-501, et seq., C.R.S., as applicable.

XI. DISSOLUTION / CONSOLIDATION

The Metro District may pursue consolidation of its boundaries or dissolution in accordance with Parts 6 or 7 respectively of the Special District Act, with City Council approval. The approval of the City Council will be required prior to the consolidation of the Metro District with another special district.

The Metro District will dissolve upon a determination of the City Council that all of the purposes for which the Metro District was created have been accomplished. The Metro District's dissolution prior to transition of responsibility for operations and maintenance for any Improvements in the Service Area or financial obligations to another entity shall be subject to the approval of a plan of dissolution in the District Court for the City and County of Denver pursuant to §32-1-704, C.R.S.

XII. REQUIRED NOTICES, DOCUMENTATION AND COORDINATION WITH CITY

At least annually following the year of its organization, and in years in which the Metro District has not elected to be in inactive status, the Metro District shall provide notice by publication in a major Denver newspaper of its existence and of the date, time and location of the next scheduled public meeting of its Board of Directors. Such meeting shall occur at least thirty (30) days and not more than sixty (60) days following the date of publication. Such notice shall include the address of the Metro District office where the names and addresses of the Board of Directors and its officers and the address, telephone number, fax number, and email address of the Metro District may be obtained and shall also include reference to the existence of a Metro District file maintained by the City as described below.

The Metro District shall provide to the Managers of Parks and Recreation, Public Works and Finance, in years in which the Metro District has not elected to be in inactive status, the following information and documents on an annual basis, if such information differs from the information provided in any previous year: (i) annual budget of the Metro District; (ii) annual construction schedules for the current year and reconciliation of the capital improvement program for completion of the Improvements in the following two (2) years; (iii) annual audited

financial statements (or any exemption filing made to the State Auditor) of the Metro District; (iv) names and terms of the members of the Board of Directors and the officers of the Metro District; (v) any bylaws, rules and regulations of the Metro District regarding bidding, conflict of interest, contracting and other governance matters; (vi) current agreements and amendments of the Metro District; (vii) a summary of all current contracts for services of the Metro District; (viii) current approved Service Plan of the Metro District and amendments thereto; and (ix) Metro District office contact information.

Notices to the Metro District may initially be provided to the Community Coordinating Metropolitan District No. 1, c/o McGeady Sisneros, P.C., 450 East 17th Ave., Suite 400, Denver, Colorado 80203. An alternative notice party may be designated by the Metro District in its discretion.

XIII. MATERIAL CHANGES AND OTHER APPROVAL REQUIREMENTS

The following actions or changes shall not constitute material modifications of this Service Plan under the Special District Act, as long as such actions or changes are preceded by the identified approvals: (i) inclusion of any property into any of the Metro District that is located within or outside of the Service Area of the Metro District with the prior approval of the City Council; (ii) consolidation of the Metro District with any other special district with the prior approval of the City Council; (iii) formation of separate corporations, authorities or other entities, other than an enterprise under TABOR, with the prior written approval of the Managers of Parks and Recreation, Public Works and Finance; (iv) construction of any public improvements or the provision of any services other than the Improvements described in this Service Plan with the prior written approval of the Managers of Parks and Recreation, Public Works and Finance; (v) acquisition of land or easements that would otherwise be dedicated to the City with the prior written approval of the Manager of Public Works and the Manager of Parks and Recreation; and (vi) condemnation of property or easements with the prior approval of the Denver City Council.

XIV. CONCLUSION

This Service Plan establishes that:

A. There is sufficient, existing and projected need for organized service in the Service Area to be served by the Metro District;

B. The existing service in the Service Area to be served by the Metro District is inadequate for present and projected needs within the Service Area;

C. The Metro District must be economically capable of providing sufficient service to the area within its proposed boundaries and within the Service Area before it undertakes any responsibility to build, operate or maintain Improvements;

D. The Metro District will not be issuing any debt and so the Metro District does have, and will have, the financial ability to discharge the proposed indebtedness, of which there will be none, on a reasonable basis;

E. Due to the unique circumstances existing in the Service Area, including Triangle Parks, adequate service is not, and will not be, available to the Service Area through the City 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 Metro District are compatible with the facility and service standards of the City;

G. The organization of the Metro District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description of the District Boundaries



EXHIBIT A

visio
The vision
vertere
to transform
vertute
with excellence

PARCEL DESCRIPTION

A PARCEL OF UNPLATTED LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 27, BEING A RECOVERED 3-1/4" C.D.O.T. ALUMINUM CAP, "LS 29420" (96.13' WITNESS CORNER), THENCE TO A RANGE POINT LOCATED AT THE INTERSECTION OF BLAKE STREET AND VACATED 24TH STREET, BEING A RECOVERED #8 REBAR IN A RANGE BOX, BEARS S20°49'03"W, A DISTANCE OF 1555.67 FEET WITH ALL BEARINGS BEING RELATIVE THERETO;

THENCE ALONG A 19.50 FEET RANGE LINE, N45°04'57"W, A MEASURED DISTANCE OF 150.09 FEET;

THENCE DEPARTING SAID RANGE LINE, N26°08'31"W, A DISTANCE OF 32.59 FEET TO A RECOVERED NO. 5 REBAR AND CAP, STAMPED "PLS 35585" AND BEING THE **POINT OF BEGINNING**;

THENCE N44°54'27"E, A DISTANCE OF 30.00 FEET;

THENCE S45°05'33"E, A DISTANCE OF 30.09 FEET;

THENCE S89°59'36"W, A DISTANCE OF 42.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 451 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

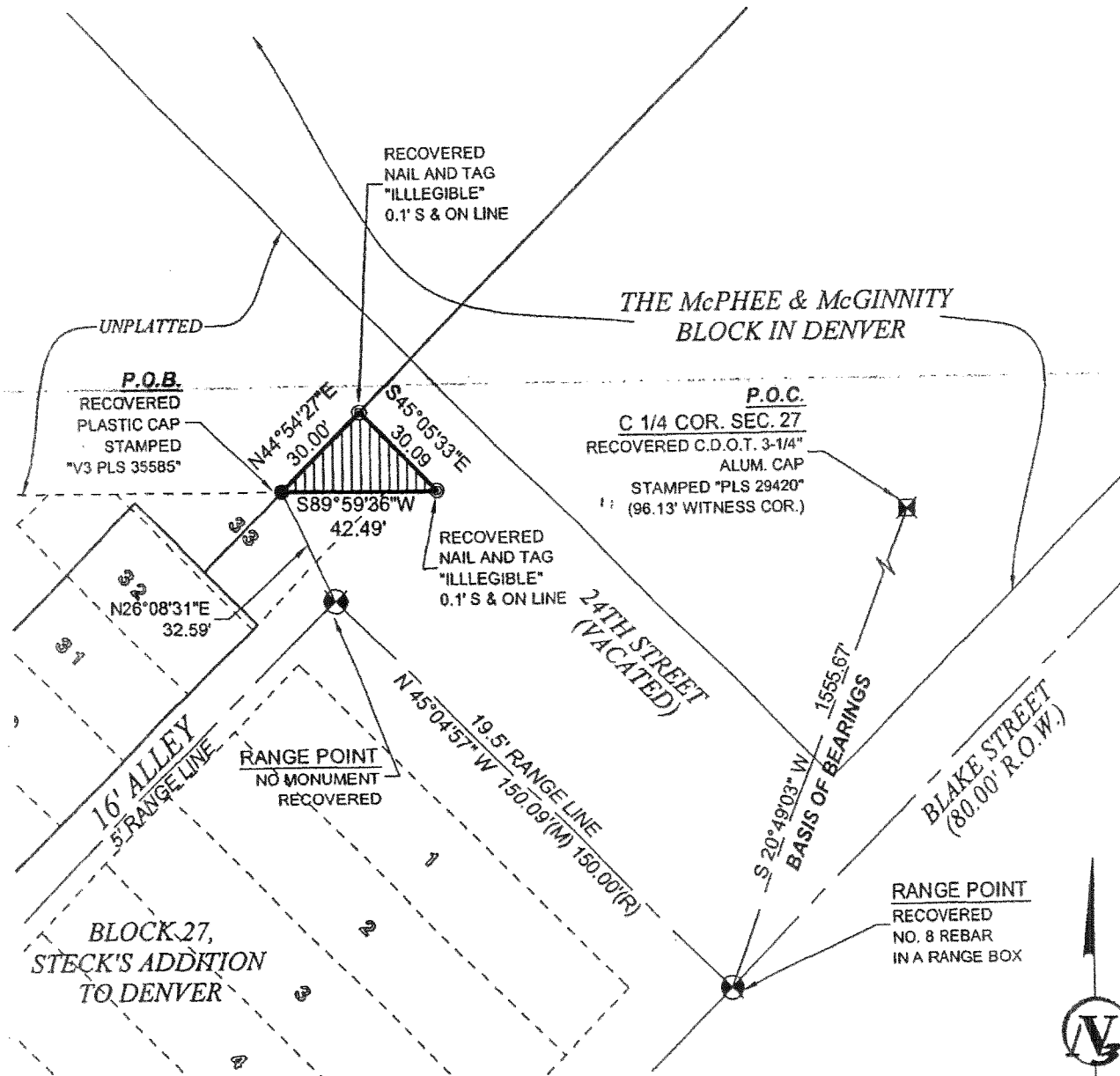
PRELIMINARY

ROBERT A. JOHNSTON, P.L.S. 38049
FOR AND BEHALF OF V3 COMPANIES, LTD
PROJECT NO. D07002

EXHIBIT B

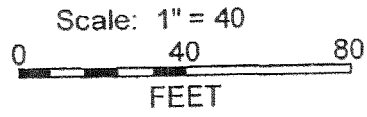
Map of the Metro District Boundaries

EXHIBIT B



PRELIMINARY

PARCEL CONTAINS 451 SQ. FT. OR 0.010 AC±
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
 LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE
 ATTACHED LEGAL DESCRIPTION



**Engineers
 Surveyors
 Scientists
 Construction
 Advisors**
COMPANIES, LTD.

2399 Blake Street, Suite 130
 Denver, CO 80205
 303.989.8588 voice
 303.989.9932 fax
 V3co.com

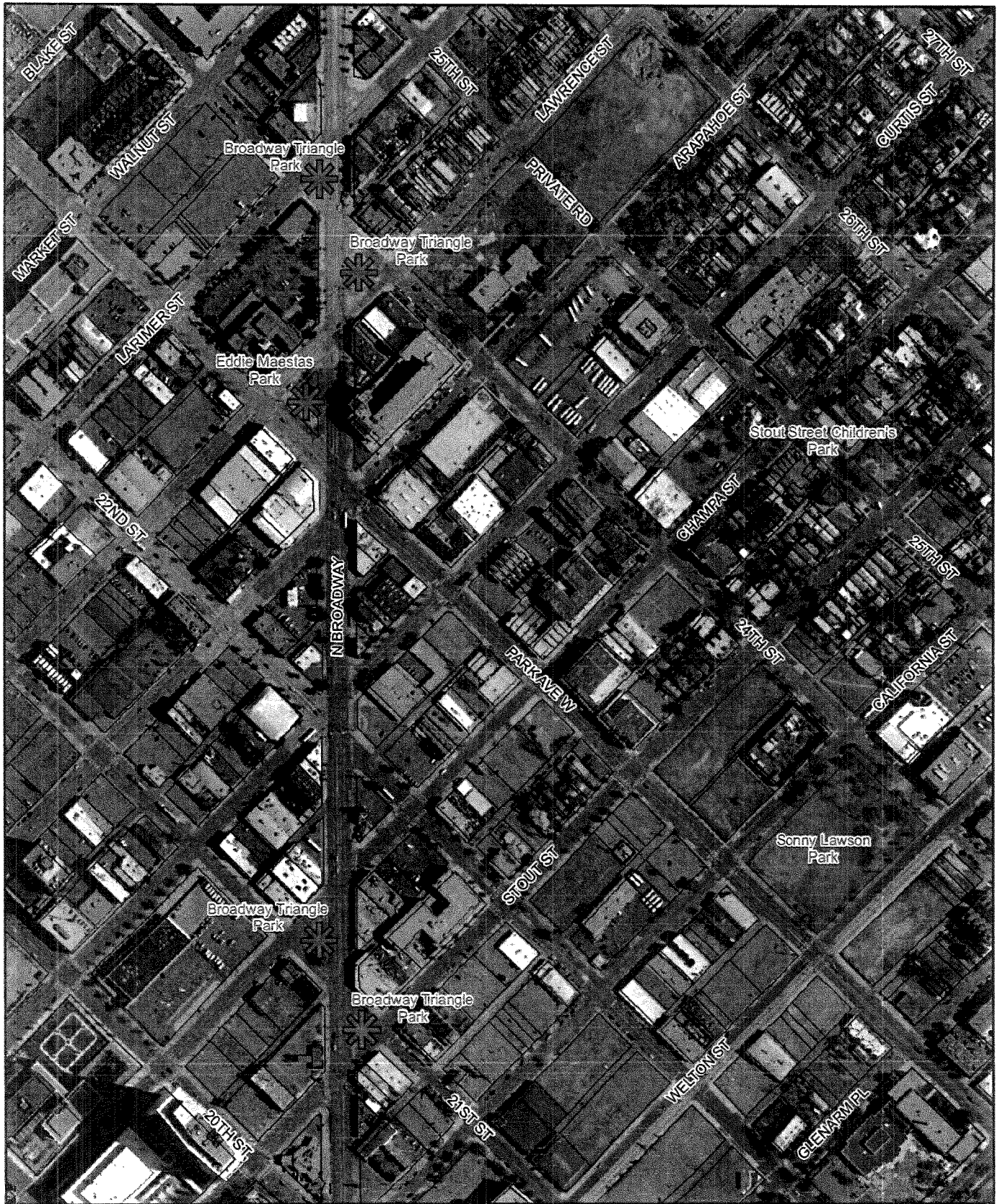
A PARCEL OF LAND LOCATED WITHIN THE
 SW 1/4 SEC. 27, T3S, R68W OF THE 6TH P.M.
 CITY & COUNTY OF DENVER, STATE OF COLORADO

PROJ. # D07002



6/05/2009

EXHIBIT C

**Location of Triangle Parks
(Provided by Parks and Recreation)**



Broadway Triangle Parks and Environs

-  Triangle Parks
-  Other Parks

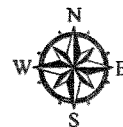


EXHIBIT D

Vicinity Map of District Boundaries and Triangle Parks



Broadway Triangle Parks Vicinity Map

- ★ Metro District
- ✳ Triangle Parks
- Other Parks

