

**TOWN OF TIMNATH, COLORADO
TOWN COUNCIL**

RESOLUTION NO. 17, SERIES 2012

**A RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF
DIRECTORS OF EACH OF WILDWING METROPOLITAN DISTRICT
NO. 1 AND WILDWING METROPOLITAN DISTRICT NO. 2 AND
APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN AND THE DISTRICTS**

WHEREAS, the Town of Timnath, Colorado (the "Town"), is a home rule municipality duly organized and existing under the Timnath Home Rule Charter (the "Charter") adopted on November 7, 2006 and a Municipal Code as may be amended from time to time (the "Code"). Pursuant to the Charter, the Code and the authority given home rule cities the Town may adopt resolutions; and

WHEREAS, each of Wildwing Metropolitan District No. 1 and Wildwing Metropolitan District No. 2 (collectively, the "Districts") is a quasi-municipal corporation and political subdivision of the State of Colorado, which was duly organized in accordance with Article 1, Title 32, C.R.S., and operates pursuant to its Service Plan approved by the Town on August 8, 2007 (collectively, the "Service Plans"); and

WHEREAS, WW Development, LLC, which is the owner of the majority of property within the Districts, has submitted a request that the Town Council appoint Directors to each of the Districts' Board of Directors ("Board") because there are no duly elected Directors of the Districts and the failure to appoint new Boards will result in an interruption of services provided by the Districts; and

WHEREAS, pursuant to Section 32-1-905(2.5), C.R.S., the Town Council of the Town may appoint Directors from a pool of qualified, willing candidates to the Boards of Directors of the Districts and desires to appoint Directors subject to certain conditions as set forth in this Resolution;

WHEREAS, the Town Council finds that it is in the best interests of the citizens of the Town to enter into an Intergovernmental Agreement with the Districts to assure the Districts' performance of the conditions set forth herein; and

WHEREAS, the appointment of Directors and the Intergovernmental Agreement were duly noticed and considered at a public meeting of the Town Council held on August 28, 2012, at 7:00 p.m. at Timnath Town Hall.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Timnath, Colorado:

1. The foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the Town Council.

2. Subject to the conditions set forth herein, the Town Council hereby appoints the following individuals as members of the Board of Directors of Wildwing Metropolitan District No. 1:

Ronald Gary Hoover, 5429 Taylor Lane, Fort Collins, CO 80528
Charlie David Atwood, 1000 Jay Court, Loveland, CO 80537
Debra Sue Rogers, 442 Beartooth Court, Windsor, CO 80550
Janet Rae Hoover, 5429 Taylor Lane, Fort Collins, CO 80528
Renee Rose Atwood, 1000 Jay Court, Loveland, CO 80537

3. Subject to the conditions set forth herein, the Town Council hereby appoints the following individuals as members of the Board of Directors of Wildwing Metropolitan District No. 2:

Ronald Gary Hoover, 5429 Taylor Lane, Fort Collins, CO 80528
Charlie David Atwood, 1000 Jay Court, Loveland, CO 80537
Debra Sue Rogers, 442 Beartooth Court, Windsor, CO 80550
Janet Rae Hoover, 5429 Taylor Lane, Fort Collins, CO 80528
Renee Rose Atwood, 1000 Jay Court, Loveland, CO 80537

4. Pursuant to Section 32-1-905(2.5), each Board shall call a special election within six (6) months of these appointments and shall not act to remove or replace any of the Directors except as a result of or during said election.

5. The Town Council hereby approves and authorizes and directs the Mayor and the Town Clerk to execute and deliver the Intergovernmental Agreement in form substantially as attached hereto and incorporated herein by this reference as **Exhibit A**.

6. A condition of these appointments shall be approval and execution of the Intergovernmental Agreement by the Boards of the Districts within thirty (30) days of these appointments.

7. Until such time as the Town has either (i) completed quinquennial findings of due diligence regarding District debt through an informal review process or pursuant to Section 32-1-1101.5, C.R.S., or (ii) approved amendments to the Districts' Service Plans in lieu thereof, the Districts may not exercise any power not specifically enumerated below, such limitation of powers to operate as conditions to these appointments:

(a) Performing all ministerial actions required to comply with state statutes, rules and regulations necessary to maintain the corporate existence of the Districts including, but not limited to, preparing and filing with the appropriate agencies annual budgets, audits or applications for audit exemptions, transparency notices and other reports;

(b) Performing all ministerial actions required to comply with their respective Service Plans including, but not limited to, preparing and filing with the Town annual reports;

(c) With respect to District No. 1, administering its Capital Appreciation Revenue Bonds, Series 2008, in accordance with the indenture and other documents under which

such bonds were issued, and applicable law without any material modification thereto without the advance written consent of the Town, which may be withheld in the sole reasonable discretion of the Town;

(d) With respect to District No. 1, issuing certificates to Wildwing Development, LLC (including any successor owner(s) of all or any portion of the Property, the "Developer") evidencing Capital Recovery Fees have been paid on all lots within the Districts and recording releases of the lien of such fees on such lots, which certificates are necessary to demonstrate that sanitation services will be provided to such lots by Box Elder Sanitation District but solely in accordance with the Bond Documents; and

(e) Effecting certain boundary changes as permitted and set forth with more particularity in the Intergovernmental Agreement and in accordance with applicable statutes.

8. The officers of the Town are authorized and directed to take all necessary actions or appropriate to effectuate the provisions of this Resolution, and to comply with the requirements of law.

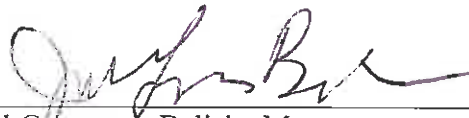
9. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town Council directed toward the accomplishment of the transactions herein authorized, are hereby ratified, approved and confirmed.

10. All acts, orders, resolutions or parts thereof of the Town that are inconsistent or in conflict with the Intergovernmental Agreement are hereby repealed to the extent only of such inconsistency or conflict.

11. This Resolution shall be in full force and effect upon its passage and approval.

Adopted this 28th day of August, 2012.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

Attest:



Milissa Peters, Town Clerk



EXHIBIT A
FORM OF INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT AMONG
THE TOWN OF TIMNATH,
WILDWING METROPOLITAN DISTRICT NO. 1, AND
WILDWING METROPOLITAN DISTRICT NO. 2**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2012, by and among the TOWN OF TIMNATH, a home-rule municipality and political subdivision of the State of Colorado ("Town"), and WILDWING METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 1"), and WILDWING METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 2" and together with District No. 1, the "Districts"). Each of the Town and the Districts may be referred to herein as a "Party" and, collectively, the "Parties."

RECITALS

WHEREAS, the Districts were organized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate and maintain public infrastructure improvements and facilities (the "Public Improvements") necessary to develop the residential project known as the Wildwing Development; and

WHEREAS, the services to be provided by the Districts and the powers they may exercise are more specifically set forth in their respective Service Plans as approved by the Town on August 8, 2007 (the "Service Plans"); and

WHEREAS, by resolution adopted by the Town Council on August 28, 2012 (the "Resolution"), pursuant to the authority granted by Section 32-1-905, C.R.S., the Town appointed qualified electors to fill vacancies on each of the District's respective Board of Directors (each a "Board" and, collectively, the "Boards") subject to certain conditions set forth in said resolution including the requirement that the Districts enter into and perform this Agreement with the Town; and

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

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

COVENANTS AND AGREEMENTS

1. Legal Authority for and Purposes of Director Appointments. Section 32-1-905(2.5), C.R.S., provides in relevant part that, if there are no duly elected directors of a district and if the failure to appoint a new board will result in the interruption of services that are being provided by a district, then the governing body of the municipality in which the district is located may appoint directors from a pool of duly qualified, willing candidates. The Parties acknowledge that:

(a) All five (5) positions on each of the Districts' Boards have been vacant for more than one (1) year. As a result, the Districts have not been able to provide the services for which they were organized and perform the activities necessary to comply with the requirements of state statutes and their respective Service Plans.

(b) District No. 1 has the added responsibility to perform its obligations to administer repayment of its Capital Appreciation Revenue Bonds, Series 2008, which were issued in the original principal amount of \$2,796,968 (the "District No. 1 Bonds") in accordance with the indenture and other documents under which the District No. 1 Bonds were issued.

(c) All of the property within the Districts' collective boundaries (the "Property") is wholly within the boundaries of the Town. Notice of board vacancies for both Districts was published in the *Fort Collins Coloradoan* as required by Section 32-1-808(2)(a), C.R.S., on May 11, 2012, and no other qualified electors filed letters of interest in filling the vacant positions within the ten (10) day notice period set forth therein.

(d) The individuals listed below were appointed on the 28th day of August, 2012, to serve on the Boards of District No. 1 and District No. 2, respectively, pursuant to Section 32-1-905, C.R.S., for the limited purposes set forth herein conditioned on execution and strict performance of this Agreement. The Districts shall conduct the election required by said statute and shall not act to remove or replace any of the following Directors except as a result of or during said election.

(i) Ronald Gary Hoover

(ii) Charlie Atwood

(iii) Debra Rogers

(iv) Janet R. Hoover

(v) Renee R. Atwood

(e) The Town intends to require various metropolitan districts under the Town's jurisdiction to submit applications for quinquennial findings of due diligence regarding debt either in informal review processes or pursuant to Section 32-1-1101.5, C.R.S. ("Quinquennial Review"), but has agreed to consider the Districts' request to amend their respective Service Plans as an alternative to the Quinquennial Review.

2. Limitations on Districts. Each District hereby agrees that until completion of either (i) the Quinquennial Review or (ii) Service Plan amendments to the satisfaction of the Town, the powers of the Directors and each of the Districts shall be limited to the following and that any exercise of any power not specifically enumerated below shall constitute a breach of this Agreement and a material modification of the Districts' service plans:

(a) Performing all ministerial actions required to comply with state statutes, rules and regulations necessary to maintain the corporate existence of the Districts including, but

not limited to, preparing and filing with the appropriate agencies annual budgets, audits or applications for audit exemptions, transparency notices and other reports;

(b) Performing all ministerial actions required to comply with their respective Service Plans including, but not limited to, preparing and filing with the Town annual reports;

(c) With respect to District No. 1, administering the District No. 1 Bonds in strict accordance with the existing terms of the Bonds set forth in the indenture and other bond documents pursuant to which the District No. 1 Bonds were issued, and applicable law without any material modification of such terms (“Bond Documents”) without the advance written consent of the Town, which may be withheld in the sole reasonable discretion of the Town;

(d) With respect to District No. 1, issuing certificates to Wildwing Development, LLC (including any successor owner(s) of all or any portion of the Property, the “Developer”) evidencing Capital Recovery Fees have been paid on all lots within the Districts and recording releases of the lien of such fees on such lots, which certificates are necessary to demonstrate that sanitation services will be provided to such lots by Box Elder Sanitation District but solely in accordance with the Bond Documents; and

(e) As more particularly set forth in Section 4 below, effecting certain exclusions and inclusions of property.

3. Limitation on Additional Debt. The Districts shall not be authorized to issue additional debt until completion of the Quinquennial Review or, in the alternative, the Service Plan amendments, and any such additional debt issued thereafter shall comply with such modifications or amendments to their respective Service Plans, if any, that may be required by the Town. “Debt” shall be construed in its broadest possible sense to include any form of financial undertaking by the Districts which is not specifically approved by the Town.

4. Permitted Boundary Changes. The Districts intend and the Town hereby approves such changes in boundaries so that the present configuration of the Districts’ boundaries are changed consistent with the legal descriptions set forth and as depicted in **Exhibit A** attached hereto and incorporated herein by this reference.

The exclusion and inclusion, as applicable, of all or any portion of such property by the Districts shall be in accordance with article 1, Title 32, C.R.S. (the “Special District Act”), including without limitation the respective District’s receipt of a petition to exclude or include, as applicable, the subject property executed by the fee owner of same. The Districts shall provide ten (10) days written notice of the inclusion and exclusion hearings to the Town.

5. Material Modifications. Unless otherwise approved in writing by the Town Manager, actions of the Districts which violate the conditions set forth in this Agreement shall be deemed to be material modifications of the Service Plans, and the Town shall be entitled to all remedies available under state law to enjoin such actions. Such actions shall also be breaches of this Agreement as to which the Town shall be entitled to all remedies at law or in equity it being the specific intent of the Parties hereto that this Agreement shall be strictly performed by the Districts and that their powers shall be only to perform the inclusions and exclusions of property authorized herein, such ministerial actions as are mandated by state law and such actions as are

required by the Bond Documents until such time as either the amendment of the Service Plans or Quinquennial Review has been completed.

6. Notices. Notices of every District Board meeting, which shall include the meeting agenda, shall be provided to the Town not less than seventy-two (72) hours prior to such meeting. No action shall be taken at such meetings which is not specifically denoted on such agendas. All notices required under this Agreement shall be in writing and shall be deemed to have been validly given or served on the date actually delivered if delivered in person or by courier or via nationally recognized overnight air courier service, or three (3) days after deposit of same in the United States mail, postage prepaid, addressed as follows:

To the Town: Town of Timnath
P.O. Box 37
Timnath, CO 80547
Attn: Town Manager
Phone: (970) 224-3211

With a copy to: White Bear Ankele Professional Corporation
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Gary White/George Rowley
Phone: (303) 858-1800

To the Districts: Wildwing Metropolitan District Nos. 1 and 2
400 E. 17th Ave., Suite 400
Denver, CO 80203
Attn: Mary Jo Dougherty
Phone: (303) 592-4380

With a copy to: McGeady Sisneros, P.C.
400 E. 17th Ave., Suite 400
Denver, CO 80203
Attn: Mary Jo Dougherty
Phone: (303) 592-4380

Each Party shall have the right from time to time to change its address or contact information by giving the other Parties at least ten (10) days written notice thereof.

7. Term. This Agreement shall terminate automatically and without the need for further action with respect to each District upon the Town's completion of the Quinquennial Review or, in the alternative, approval of Service Plan amendments, unless the Parties agree in writing to earlier termination. Upon termination, this Agreement and the limitations on the Districts' powers set forth herein shall be of no force and effect, and thereafter the Districts' powers shall have all powers granted to them under the Special District subject only to the limitations set forth in their respective Service Plans as then in effect.

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

9. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan. The need for formal amendment to the Service Plan shall be determined according to state law then in effect.

10. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld; provided, however, that Town consent shall not be required for District No. 1's assignment of rights or delegation of duties to District No. 2 pursuant to a master IGA. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town. Except as otherwise stated herein, this Agreement is not intended to, and shall not limit in any ways the powers and responsibilities of the Town, the Districts, or any other entity not a party hereto.

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

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT]

WILDWING METROPOLITAN DISTRICT
NO. 1, a quasi-municipal corporation and
political subdivision of the State of Colorado.

By: _____

President

Attest:



Secretary

WILDWING METROPOLITAN DISTRICT
NO. 2, a quasi-municipal corporation and
political subdivision of the State of Colorado.

By: _____

President

Attest:



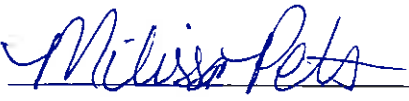
Secretary

TOWN OF TIMNATH, COLORADO

By: _____

Jill Grossman-Belisle, Mayor

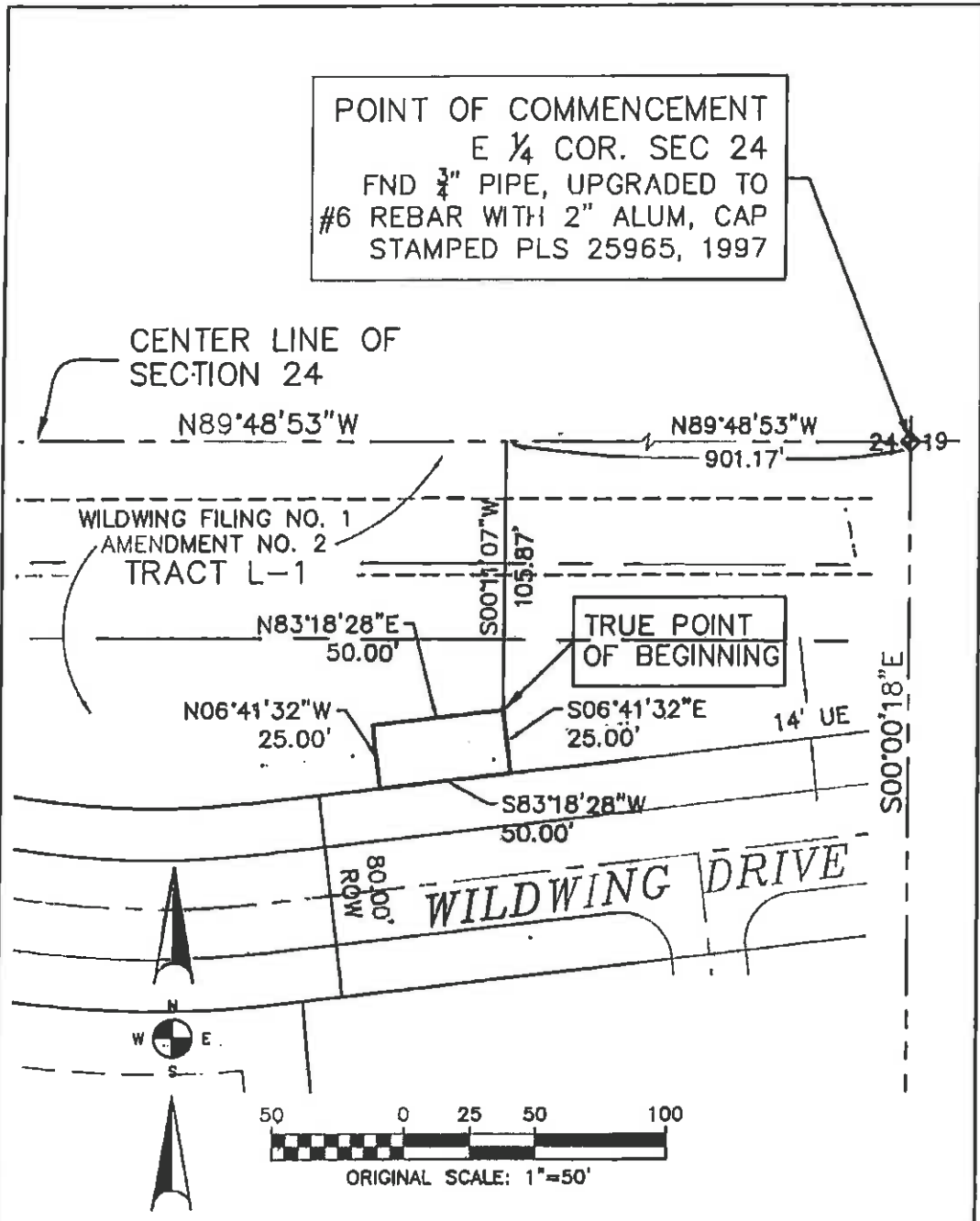
Attest:

By: 
Milissa Peters, Town Clerk

APPROVED AS TO FORM: _____

EXHIBIT A
LEGAL DESCRIPTIONS AND MAP OF
FUTURE DISTRICT BOUNDARIES

FUTURE BOUNDARIES OF WILDWING METROPOLITAN DISTRICT NO. 1



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 24; THENCE N89°48'53"W ALONG THE CENTER LINE OF SAID SECTION 24, A DISTANCE OF 901.17 FEET TO A POINT ON THE CENTER LINE OF SAID SECTION 24; THENCE S00°11'07"W, A DISTANCE OF 105.87 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE S06°41'32"E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHERLY ROW OF WILDWING DRIVE; THENCE S83°18'28"W ALONG SAID NORTHERLY ROW, A DISTANCE OF 50.00 FEET; THENCE N06°41'32"W, A DISTANCE OF 25.00 FEET; THENCE N83°18'28"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,250 SQUARE FEET OR 0.287 ACRES MORE OR LESS.

FUTURE BOUNDARIES OF WILDWING METROPOLITAN DISTRICT NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, WHENCE THE EAST QUARTER CORNER THEREOF BEARS N00°00'18"W; THENCE S89°59'54"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 901, BEING THE POINT OF BEGINNING; THENCE S00°00'07"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 821.08 FEET; THENCE N89°59'50"W, A DISTANCE OF 15.01 FEET; THENCE S66°20'10"W, A DISTANCE OF 373.60 FEET; THENCE S72°00'10"W, A DISTANCE OF 434.00 FEET; THENCE N89°59'50"W, A DISTANCE OF 615.00 FEET; THENCE S68°30'10"W, A DISTANCE OF 249.00 FEET; THENCE S81°35'10"W, A DISTANCE OF 968.00 FEET; THENCE N65°29'50"W, A DISTANCE OF 805.00 FEET; THENCE N34°10'10"E, A DISTANCE OF 1215.00 FEET; THENCE N00°00'02"E, A DISTANCE OF 338.65 FEET; THENCE N43°18'06"E, A DISTANCE OF 300.18 FEET; THENCE N80°28'48"E, A DISTANCE OF 199.73 FEET; THENCE N53°16'09"E, A DISTANCE OF 456.71 FEET; THENCE N03°47'08"E, A DISTANCE OF 101.73 FEET; THENCE N20°20'40"W, A DISTANCE OF 138.74 FEET; THENCE N89°37'48"W, A DISTANCE OF 346.88 FEET; THENCE N79°03'17"W, A DISTANCE OF 392.65 FEET; THENCE S84°52'44"W, A DISTANCE OF 188.58 FEET; THENCE N40°48'21"W, A DISTANCE OF 574.70 FEET; THENCE N83°38'19"W, A DISTANCE OF 501.10 FEET; THENCE N11°17'40"W, A DISTANCE OF 560.28 FEET; THENCE N87°01'33"W, A DISTANCE OF 363.04 FEET; THENCE S34°29'51"W, A DISTANCE OF 590.22 FEET; THENCE N58°50'20"W, A DISTANCE OF 229.00 FEET; THENCE N58°21'22"W, A DISTANCE OF 346.53 FEET; THENCE N58°34'12"W, A DISTANCE OF 89.66 FEET; THENCE N55°58'47"W, A DISTANCE OF 250.21 FEET TO A POINT ON THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1420 AT PAGE 602; THENCE N00°06'57"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 456.27 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE S89°49'11"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2650.30 FEET TO THE CENTER OF SAID SECTION 24; THENCE S89°48'53"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1867.63 FEET; THENCE S00°11'07"W, A DISTANCE OF 62.23 FEET; THENCE S00°11'07"W, A DISTANCE OF 62.23 FEET; THENCE S89°48'53"E, A DISTANCE OF 700.00 FEET; THENCE N00°11'07"E, A DISTANCE OF 62.23 FEET; THENCE S89°48'53"E, A DISTANCE OF 53.12 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 901; THENCE S00°00'18"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2654.83 FEET TO THE POINT OF BEGINNING. CONTAINING 12,296,195 SQUARE FEET OR 282.282 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, THENCE N89°48'53"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 381.67 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE N89°48'53"W, A DISTANCE OF 700.00 FEET;
THENCE S00°11'07"W, A DISTANCE OF 62.23 FEET; THENCE S89°48'53"E, A DISTANCE OF

700.00 FEET; THENCE N00°11'07"E, A DISTANCE OF 62.23 FEET TO THE POINT OF BEGINNING. CONTAINING 43,560 SQUARE FEET OR 1.00 ACRES MORE OR LESS.

EXCEPTING:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 24; THENCE N89°48'53"W ALONG THE CENTER LINE OF SAID SECTION 24, A DISTANCE OF 901.17 FEET TO A POINT ON THE CENTER LINE OF SAID SECTION 24; THENCE S00°11'07"W, A DISTANCE OF 105.87 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE S06°41'32"E, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHERLY ROW OF WILDWING DRIVE; THENCE S83°18'28"W ALONG SAID NORTHERLY ROW, A DISTANCE OF 50.00 FEET; THENCE N06°41'32"W, A DISTANCE OF 25.00 FEET; THENCE N83°18'28"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,250 SQUARE FEET OR 0.287 ACRES MORE OR LESS.

**MAP OF FUTURE BOUNDARIES OF
WILDWING METROPOLITAN DISTRICT NO. 1 AND
WILDWING METROPOLITAN DISTRICT NO. 2
(ILLUSTRATIVE PURPOSES ONLY)**

