

Docusign Envelope ID: 22075F98-A5EB-4326-A25C-0E81D8752FA8

**AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
MULBERRY METROPOLITAN DISTRICT NO. 1
CONCERNING THE IMPOSITION OF SERVICE FEES**

WHEREAS, Mulberry Metropolitan District No. 1 (the “**Coordinating District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Weld County, Colorado, and after approval of the Coordinating District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the Coordinating District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the Coordinating District; and

WHEREAS, the Coordinating District has previously entered into a District Coordinating Services Agreement dated August 2, 2022 (the “**Services Agreement**”), with Mulberry Metropolitan District Nos. 2-6 (the “**Financing Districts**” and, together with the Coordinating District, the “**Districts**”); and

WHEREAS, the Services Agreement states:

The Districts acknowledge that the Coordinating District will incur certain direct and indirect costs associated with the provision of the O&M Services in order to properly provide;

1. Operation and maintenance of any Public Improvements not otherwise dedicated or conveyed to any other governmental entity or owners association for the benefit of the Districts;
2. Maintain common areas, parks, entry monuments, landscaping, open space tracts, recreational facilities and other community amenities;
3. Provide trash service, architectural review, and covenant enforcement services (as applicable);

(collectively the “**O&M Services**”), and to ensure that the health, safety and welfare of the Districts and their inhabitants may be safeguarded. The Financing Districts further recognize and acknowledge that the Coordinating District is providing the O&M Services for the direct benefit of the Financing Districts and the property owners within their boundaries, and that pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Coordinating District is authorized to fix and impose fees, rates, tolls, penalties and charges for services

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or facilities furnished by the Coordinating District which, until paid, shall constitute a perpetual lien on and against the property served. The Districts agree that the Coordinating District may from time to time establish a fair and equitable fee to provide a source of funding to pay for the O&M Services (the “User Fees”), which User Fees are to be reasonably related to the overall cost of providing the O&M Services, and be imposed on those who are reasonably likely to benefit from or use the O&M Services (the “Users”). The Financing Districts acknowledge that the Coordinating District will make determinations as to the appropriate User Fees, taking into account mill levy revenues to be received from the Financing Districts in each fiscal year. The Financing Districts agree to cooperate with the Coordinating District in the collection of all User Fees due and owing, including but not necessarily limited to foreclosure as against the statutory perpetual lien associated with such User Fees.

WHEREAS, the Board has determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents of the Districts, to acquire, construct, operate and maintain certain amenities and facilities benefitting property and inhabitants within the Districts, which amenities and facilities generally include streets, traffic safety controls, street lighting, sanitary sewer, water, landscaping, storm drainage, mosquito control and park and recreation improvements and facilities (collectively, the “Facilities”); and

WHEREAS, pursuant to §32-1-1004(8), C.R.S. and the Service Plan, the District is authorized and empowered to provide covenant enforcement and design review services within the Districts; and

WHEREAS, the Board has determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents of the Districts, to provide certain services to property and inhabitants within the boundaries of the Districts, including without limitation, street maintenance, landscape maintenance, and other services (collectively, the “Services”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Coordinating District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the Coordinating District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Coordinating District incurs certain direct and indirect costs associated with the acquisition, construction, installation, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “Facility Costs”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the Coordinating District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the

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property within the Districts maintained, and that the health, safety and welfare of the Districts and their inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of fair and equitable fees (the “**Service Fees**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Service Fees, is necessary to provide for the common good and for the prosperity and general welfare of the Districts and their inhabitants and for the orderly and uniform administration of the Districts’ affairs; and

WHEREAS, the Coordinating District finds that the Service Fees (as defined below), as set forth in this Resolution, are reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, the Coordinating District has previously adopted a Resolution Concerning the Imposition of Operations Fee (the “**Original Resolution**”) dated as of July 14, 2024 and recorded within the records of the Larimer County Clerk and Recorder on August 16, 2024 at Reception Number 20240034206, and hereby amends and restates such Resolution in its entirety such that the Original Resolution will no longer have effect; and

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the Districts, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Service Fees are due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries which has been Transferred to an End User.

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“Transfer” or “Transferred” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

2. Service Fees. The Board has determined, and does hereby determine, that the Service Fees are reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and are imposed on those who are reasonably likely to benefit from or use the Facilities and Services. The revenues generated by the Services Fees will be accounted for separately from other revenues of the District. The Services Fees revenue will be used solely for the purpose of paying Operations Costs and may not be used by the District to pay for general administrative costs of the District.

a. General Operations and Maintenance Fee. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the Districts, and the general public to impose, and does hereby impose a General Operations and Maintenance Fee to fund the general Operations Costs, including but not limited to community amenity and landscape maintenance, covenant enforcement, and administrative expenses in conjunction with services for End Users. The General Operations and Maintenance Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the Fee Schedule and shall constitute the rate in effect until the Fee Schedule is amended or repealed. The General Operations and Maintenance Fee shall be imposed and collected assessed against all Residential Units, commencing at the closing of a sale of a Residential Unit to an End User.

b. Design Review Fee. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the Districts, and the general public to impose, and does hereby impose a Design Review Fee to fund the Operations Costs related to the additional expenses associated with the design review and covenant enforcement services provided by the District, to ensure that such costs are the responsibility of the benefitted End User(s). The Design Review Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the Fee Schedule and shall constitute the rate in effect until the Fee Schedule is amended or repealed. The Design Review Fee shall be imposed and collected assessed against all Residential Units upon submittal of an application for design review.

c. Administrative Fees.

i. Insufficient Funds Fee: For each payment that for any reason is returned to the District unpaid, the Lot shall owe the District an Insufficient Funds Fee in the amount set forth in the Fee Schedule.

ii. Administrative Transfer Fee. The Administrative Transfer Fee shall be imposed on all Transfers of a Residential Unit to an End User. The Administrative Transfer Fee shall not apply to any of the following, except to the extent the District determines

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that such exception is being undertaken for the purpose of improperly avoiding the Administrative Transfer Fee:

- (1) Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district, or other political subdivisions of this State, is either the grantor or the grantee.
- (2) Any Transfer by document, decree, or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Administrative Transfer Fee shall apply and be based upon such additional consideration.
- (3) Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.
- (4) Any Transfer made and delivered without consideration for the purpose of confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.
- (5) Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.
- (6) Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.
- (7) Transfers pursuant to a decree or separation of divorce.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Service Fee not paid in full within thirty (30) days after the scheduled due date will be assessed a late fee as follows:

- a. Fifteen dollars (\$15.00) per each Service Fee not fully paid prior to the thirtieth (30) calendar day following the Due Date; or
- b. A late fee of five percent (5%) per each fee not fully paid prior to the thirtieth (30) calendar day following the Due Date, and each month thereafter, may be charged on unpaid fees until the Late Fee equals twenty-five percent (25%) of all outstanding Service Fees.
- c. If a late fee is charged, the late fee charged shall be the greater of the two options listed above. Pursuant to §29-1-1102(7), C.R.S., interest may also accrue on any outstanding Service Fees, exclusive of assessed late fees, at the rate of eighteen percent (18%) per annum.
- d. The Coordinating District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the Coordinating District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees shall be made through the online portal available through the Coordinating District's website or by check delivered to the address listed on the payment coupon, or equivalent form acceptable to the Coordinating District, made

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payable to “Mulberry Metropolitan District No. 1.” All Service Fees shall be due and payable within thirty (30) days of the Due Date. In the event that any Service Fees established hereunder remain unpaid thirty-one (31) days after its respective Due Date, the Coordinating District may undertake collection efforts for any and all outstanding amounts, in accordance with the Coordinating District’s Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges, as may be amended from time to time.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the Coordinating District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Larimer County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the Coordinating District’s boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the Coordinating District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective on November 5, 2024.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

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ADOPTED this 5th day of November, 2024..

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

DocuSigned by:

Patrick McMeekin

4C7941E3C716420...

Officer of the Coordinating District

ATTEST:

DocuSigned by:

Landon Hoover

476397894690453...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

Robert Rogers

E484EBAD57C24AB...

General Counsel to the Coordinating District

Signature page to Amended and Restated Resolution Concerning the Imposition of Service Fees

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EXHIBIT A
MULBERRY METROPOLITAN DISTRICT NO. 1
Schedule of Fees
Effective November 5, 2024

Schedule of Service Fees		
Fee Type	Classifications	Rate
General Operations and Maintenance Fee	Residential Unit - Single Family	\$250.00/quarterly
	Residential Unit - Apartment/Other Multi-Family Uses (i.e. Build to Rent Homes)	\$250.00/annually
The Billing Date for each Operations Fee for the current quarter is the 15th of each April, July, October, and January.		
Design Review Fee	Architectural Plan Review	\$250.00 per Application
	Initial Landscape Plan Review	\$250.00 per Application
The Due Date for each Design Review Fee is the date the Application is submitted.		
Insufficient Funds Fee	All Classifications	\$25 per returned payment
The Due Date for each Insufficient Funds Fee is the date upon which the payment is returned.		
Administrative Transfer Fee	All Classifications	\$250 per Transfer
The Due Date for each Administrative Transfer Fee is the date upon which the Transfer occurs.		

PAYMENTS:

Payment for all fees shall be made through the online portal available through the Coordinating District's website or by check delivered to the address listed on the payment coupon, or equivalent form acceptable to the Coordinating District, made payable to "Mulberry Metropolitan District No. 1."

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EXHIBIT B

District Boundaries

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 9;

THENCE NORTH 00°09' 25" EAST FOR 87.76 FEET ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 9 TO THE NORTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD, A NON-TANGENT CURVE TO THE RIGHT AND THE TRUE POINT OF BEGINNING;

THENCE ON SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING 2 COURSES;

- 1) THENCE ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 692.00 FEET, A CENTRAL ANGLE OF 21°41'16", A DISTANCE OF 261.94 FEET, A CHORD BEARING OF N52°41'16"W WITH A CHORD DISTANCE OF 260.38 FEET;
- 2) THENCE N41°01'48"W, A DISTANCE OF 356.47 FEET;

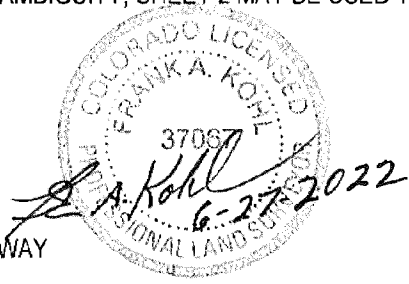
THENCE N45°30'06"E, A DISTANCE OF 621.73 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 9;

THENCE S00°09'25"W, A DISTANCE OF 862.51 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

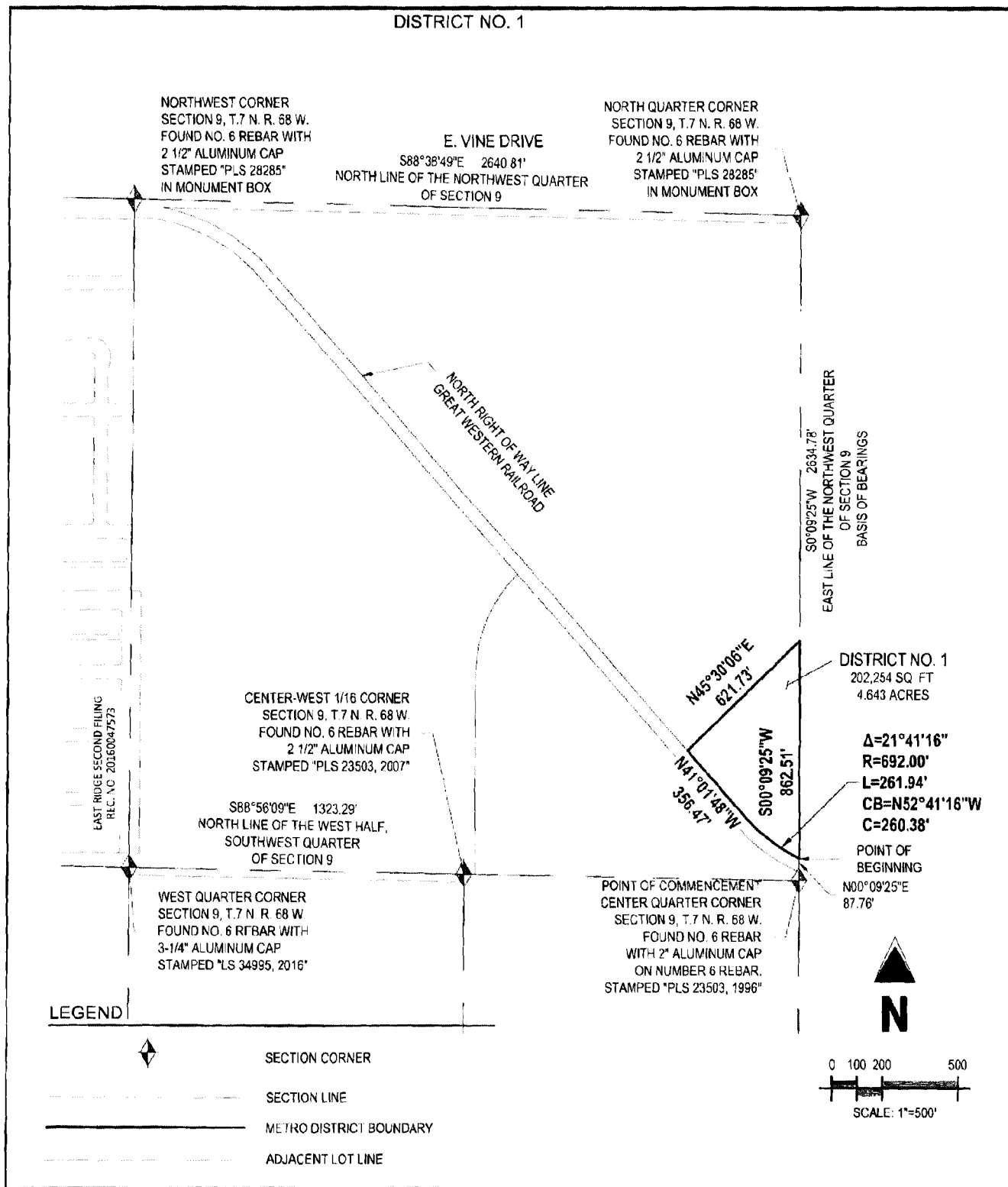
PARCEL CONTAINS 202,254 SQUARE FEET OR 4.643 ACRES.

BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

SHEET 2 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 - LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 CONTAINS AN AMBIGUITY, SHEET 2 MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A. KOHL, PLS# 37067



SPRINGER-FISHER-WHITHAM

HARTFORD HOMES, LLC

METRO DISTRICTS

Project No: HFH000008.01

Drawn By: AN

Checked By: FK

Date: 6/15/2022

Galloway

5265 Ronald Reagan Blvd., Suite 210
 Johnston, CO 80534
 970.800.3700 • Fax 970.800.3701

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 9;

THENCE NORTH 00°09'25" EAST FOR 950.27 FEET ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING;

THENCE S45°30'06"W, A DISTANCE OF 621.73 FEET TO THE NORTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD;

THENCE N41°01'48"W, A DISTANCE OF 2518.14 FEET ON SAID NORTH RIGHT OF WAY LINE TO A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING ON SAID NORTH RIGHT OF WAY LINE AND ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 742.00 FEET, A CENTRAL ANGLE OF 39°22'22", A DISTANCE OF 509.89 FEET, A CHORD BEARING OF N59°55'36"W WITH A CHORD DISTANCE OF 499.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST VINE STREET.

THENCE S88°38'49"E, A DISTANCE OF 2534.37 FEET ON SAID SOUTH RIGHT OF WAY LINE TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 9;

THENCE S00°09'25"W, A DISTANCE OF 1654.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,808,892 SQUARE FEET OR 64.483 ACRES.

BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

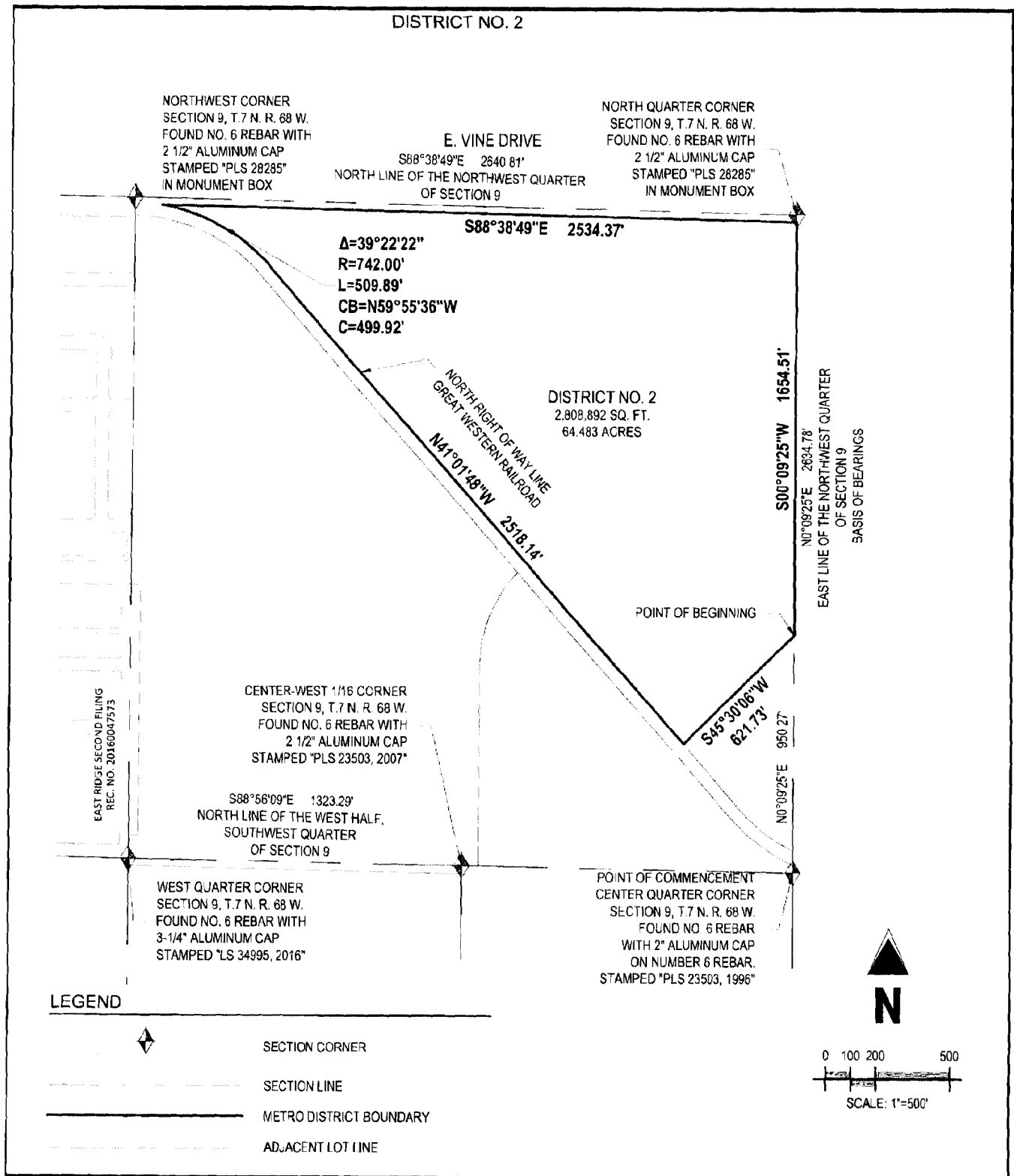
SHEET 2 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 - LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 CONTAINS AN AMBIGUITY, SHEET 2 MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A. KOHL, PLS# 37067

June 24, 2022

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SPRINGER-FISHER-WITHAM

HARTFORD HOMES, LLC

METRO DISRICTS

Project No: HFH000008.01

Drawn By: AN

Checked By: FK

Date: 6/15/2022

Galloway

5265 Ronad Roagan Blvd., Suite 210
 Johnstown, CO 80534
 970 800 3300 • FAX: 970 800 3301

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 3

THAT PART OF THE WEST HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE N 88°55'57" WEST FOR 1,281.41 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 TO THE POINT OF BEGINNING;

THENCE N88°55'57"W, A DISTANCE OF 42.00 FEET CONTINUING ON THE SAID SOUTH LINE TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 9;

THENCE S00°13'30"W, A DISTANCE OF 30.09 FEET ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE N88°50'31"W, A DISTANCE OF 1323.35 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE N00°17'04"E, A DISTANCE OF 27.92 FEET ON SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION 9, AND THE EAST LINE OF EAST RIDGE SECOND FILING, RECORDED AT RECEPTION NUMBER 20160047573 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE;

THENCE ON SAID EAST LINES FOR THE FOLLOWING 5 COURSES;

1. THENCE N00°17'22"E, A DISTANCE OF 55.98 FEET;
2. THENCE S88°51'23"E, A DISTANCE OF 37.99 FEET;
3. THENCE N00°17'22"E, A DISTANCE OF 1041.01 FEET;
4. THENCE N89°28'52"W, A DISTANCE OF 37.98 FEET;
5. THENCE N00°17'22"E, A DISTANCE OF 1480.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD AND TO A NON-TANGENT CURVE TO THE RIGHT;

THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 2 COURSES;

1. THENCE ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 692.00 FEET, A CENTRAL ANGLE OF 47°32'40", A DISTANCE OF 574.23 FEET, A CHORD BEARING OF S63°59'04"E WITH A CHORD DISTANCE OF 557.89 FEET;
2. THENCE S41°01'48"E, A DISTANCE OF 1548.00 FEET TO A NON-TANGENT CURVE TO THE LEFT;


THENCE ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 558.00 FEET, A CENTRAL ANGLE OF 44°37'26", A DISTANCE OF 434.59 FEET, A CHORD BEARING OF S22°32'13"W WITH A CHORD DISTANCE OF 423.69 FEET;

THENCE S00°13'30"W, A DISTANCE OF 798.58 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,891,968 SQUARE FEET OR 66.390 ACRES.

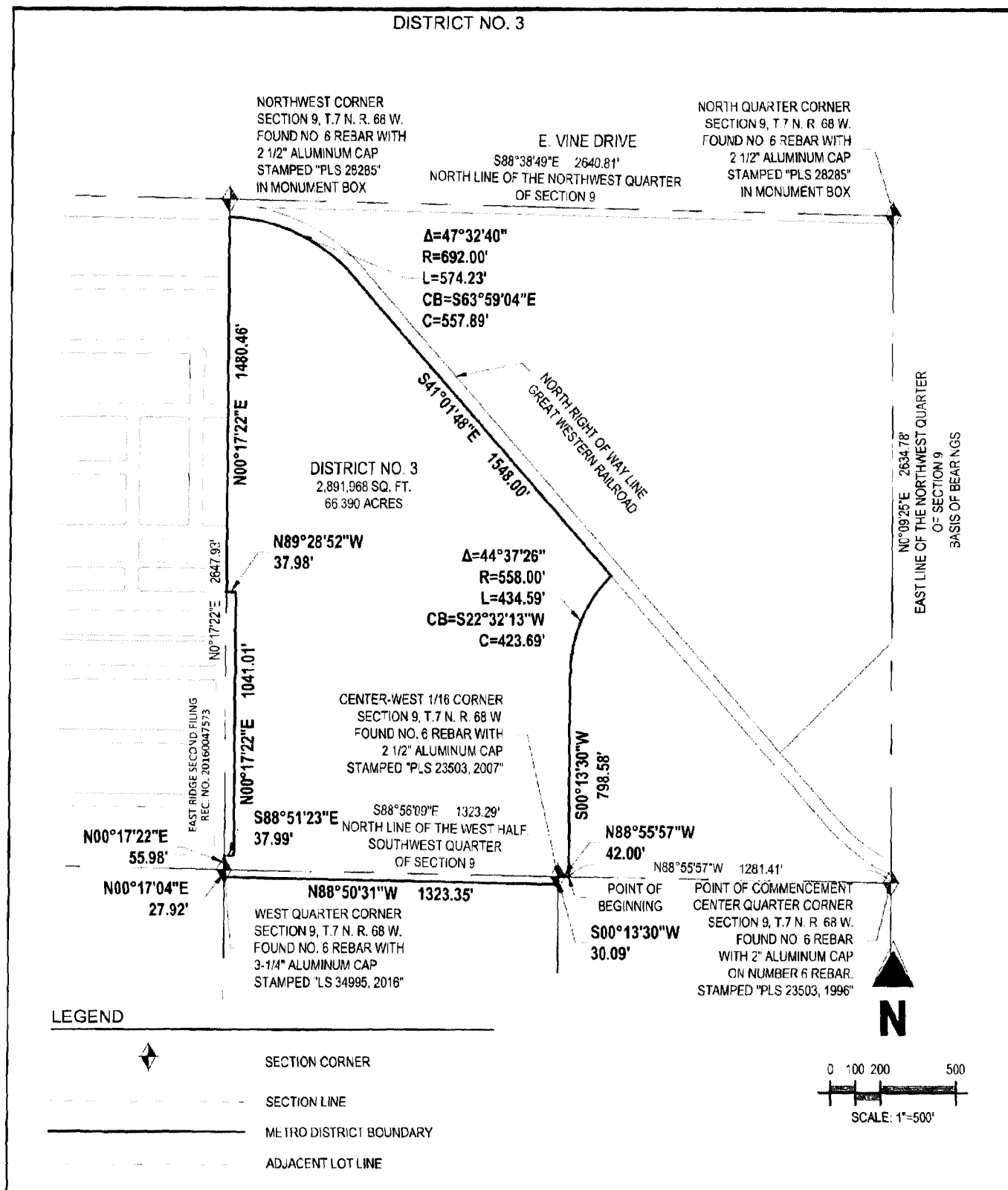
BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

SHEET 2 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 - LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 CONTAINS AN AMBIGUITY, SHEET 2 MAY BE USED TO RESOLVE SAID AMBIGUITY.



F. A. Kohl 6-27-2022

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A. KOHL, PLS# 37067



SPRINGER-FISHER-WHITHAM

HARTFORD HOMES, LLC

METRO DISTRICTS

Project No: HFH000008.01

Drawn By: AN

Checked By: FK

Date: 6/15/2022

Galloway

5205 Ronald Reagan Blvd., Suite 210
 Johnston, CO 80534
 970.803.3300 • www.galloway.com

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 4

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 9;

THENCE S 88°55'57" E, DISTANCE OF 42.00 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING;

THENCE N00°13'30"E, A DISTANCE OF 798.58 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 558.00 FEET, A CENTRAL ANGLE OF 44°37'26", A DISTANCE OF 434.59 FEET, A CHORD BEARING OF N22°32'13"E WITH A CHORD DISTANCE OF 423.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD;

THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 2 COURSES;

- 1) THENCE S41°01'48"E, A DISTANCE OF 1327.31 FEET TO A NON-TANGENT CURVE TO THE LEFT;
- 2) THENCE ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 742.00 FEET, A CENTRAL ANGLE OF 23°36'35", A DISTANCE OF 305.75 FEET, A CHORD BEARING OF S53°37'15"E WITH A CHORD DISTANCE OF 303.60 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE S00°09'25"W, A DISTANCE OF 32.43 FEET ON SAID EAST LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE N88°55'57"W, A DISTANCE OF 1281.41 FEET ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING.

PARCEL CONTAINS 811,380 SQUARE FEET OR 18.627 ACRES.

TOGETHER WITH

THAT PART OF THE WEST HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 9;

THENCE S 00°13'30" W FOR 30.09 FEET ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9 TO THE POINT OF BEGINNING;

THENCE S00°13'30"W, A DISTANCE OF 1297.58 FEET CONTINUING ON SAID EAST LINE;

THENCE N89°46'30"W, A DISTANCE OF 186.87 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 07°03'34", A DISTANCE OF 73.93 FEET, A CHORD BEARING OF N86°14'43"W WITH A CHORD DISTANCE OF 73.88 FEET;

THENCE N82°42'56"W, A DISTANCE OF 192.94 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 07°00'00", A DISTANCE OF 73.30 FEET, A CHORD BEARING OF N86°12'56"W WITH A CHORD DISTANCE OF 73.26 FEET;

THENCE N89°42'56"W, A DISTANCE OF 153.80;

THENCE N00°17'04"E, A DISTANCE OF 1275.65 FEET;

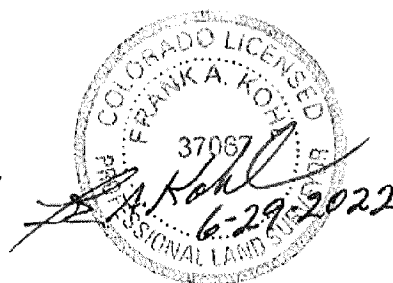
THENCE S88°50'31"E, A DISTANCE OF 677.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 873,378 SQUARE FEET OR 20.050 ACRES.

BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

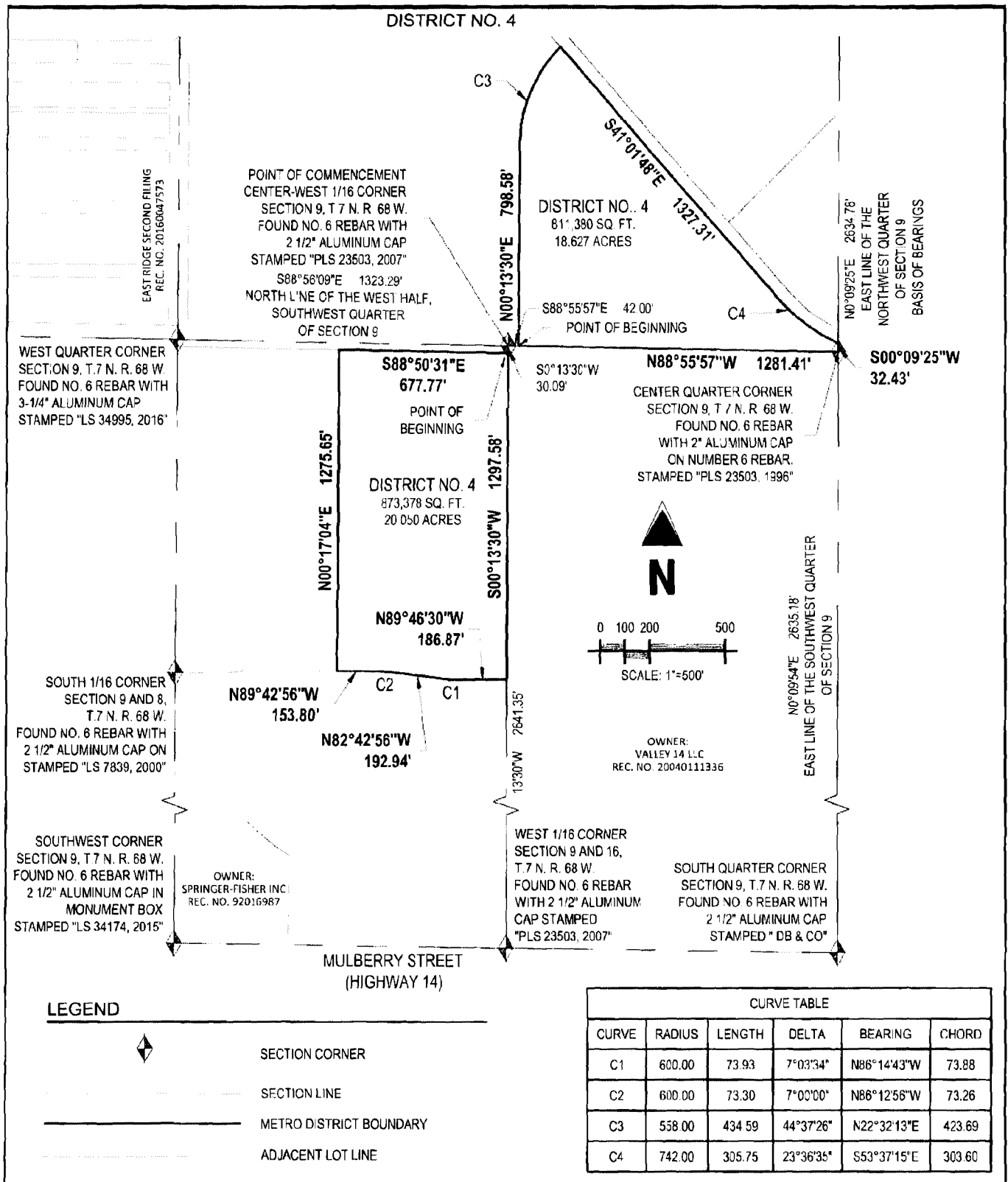
SHEET 3 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 AND 2- LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 AND 2 CONTAINS AN AMBIGUITY, SHEET 3 MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A. KOHL, PLS# 37067



June 29, 2022

H:\Hartford Homes\CO Fort Collins HFH22 - Mulberry\0SVY\3-Docs\Legals\Metro District Legal Descriptions\Metro-District 4 Legal Desc.doc



SPRINGER-FISHER-WHITHAM

HARTFORD HOMES, LLC

METRO DISRICTS

Project No HFH000008.01

Drawn By: AN

Checked By: FK

Date: 6/15/2022

Galloway

5255 Ronald Reagan Blvd., Suite 210
 Johnston, CO 80534
 970 800 3300 • Fax 970 800 1386

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 5

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 9;

THENCE N00°09'25"E, A DISTANCE OF 780.46 FEET ON THE EAST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

THENCE N89°50'35"W, A DISTANCE OF 26.00 FEET;

THENCE N00°09'25"E, A DISTANCE OF 90.00 FEET;

THENCE S89°50'35"E, A DISTANCE OF 26.00 FEET;

THENCE S00°09'25"W, A DISTANCE OF 90.00 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

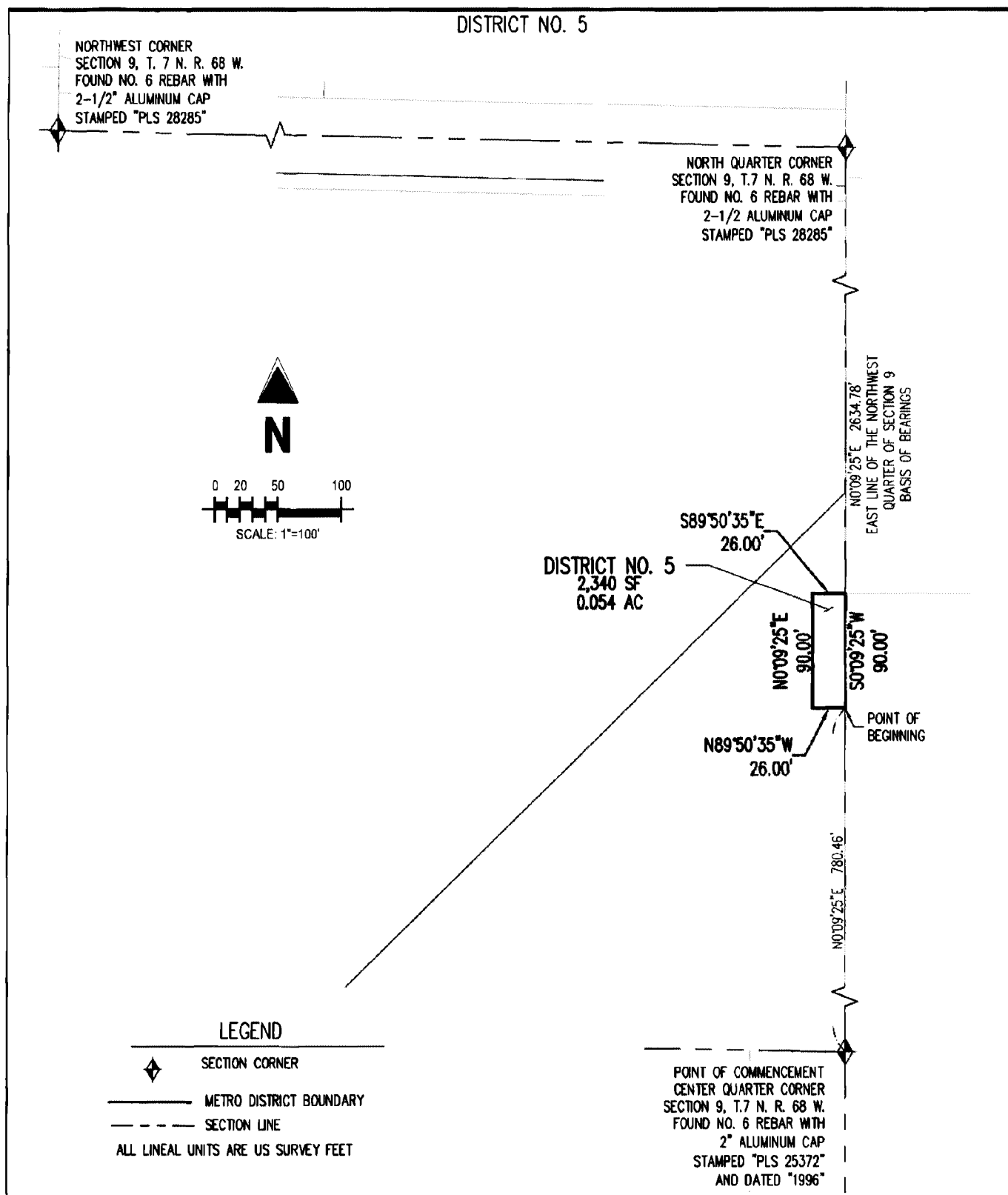
PARCEL CONTAINS 2,340 SQUARE FEET OR 0.054 ACRES.

BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

SHEET 2 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 - LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 CONTAINS AN AMBIGUITY, SHEET 2 MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A. KOHL, PLS# 37067



SPRINGER-FISHER-WHITHAM

HARTFORD HOMES, LLC

METRO DISTRICTS

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 Drawn By: AN
 Checked By: FAK
 Date: 6/15/2022

Galloway

5265 Ronald Reagan Blvd., Suite 210
 Johnstown, CO 80534
 970 900 3300 • galloway@tdi.com

LEGAL DESCRIPTION
SPRINGER-FISHER-WHITHAM DISTRICT NO. 6

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/16TH CORNER COMMON TO SECTIONS 9 AND 16;

THENCE N89°12'17"W, A DISTANCE OF 631.24 FEET ON THE SOUTH LINE OF SAID SECTION 9 TO THE EAST LINE OF THAT PARCEL RECORDED AT REC NO 92016987 IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE;

THENCE ON SAID EAST LINE FOR THE FOLLOWING 6 COURSES;

- 1) THENCE N13°44'09"W, A DISTANCE OF 250.02 FEET;
- 2) THENCE N15°22'09"W, A DISTANCE OF 112.04 FEET;
- 3) THENCE N57°53'09"W, A DISTANCE OF 181.02 FEET;
- 4) THENCE N49°41'09"W, A DISTANCE OF 146.77 FEET;
- 5) THENCE N43°21'09"W, A DISTANCE OF 362.79 FEET;
- 6) THENCE N60°03'09"W, A DISTANCE OF 100.57 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE N00°17'21"E, A DISTANCE OF 477.22 FEET ON SAID WEST LINE TO THE SOUTH 1/16TH CORNER COMMON TO SECTIONS 8 AND 9;

THENCE S89°41'37"E, A DISTANCE OF 195.27 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 327.50 FEET, A CENTRAL ANGLE OF 14°34'30", A DISTANCE OF 83.31 FEET, A CHORD BEARING OF N83°01'08"E WITH A CHORD DISTANCE OF 83.09 FEET;

THENCE S89°42'56"E, A DISTANCE OF 521.62 FEET;

THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 07°00'00", A DISTANCE OF 73.30 FEET, A CHORD BEARING OF S86°12'56"E WITH A CHORD DISTANCE OF 73.26 FEET;

THENCE S82°42'56"E, A DISTANCE OF 192.94 FEET;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 07°03'34", A DISTANCE OF 73.93 FEET, A CHORD BEARING OF S86°14'43"E WITH A CHORD DISTANCE OF 73.88 FEET;

THENCE S89°46'30"E, A DISTANCE OF 186.87 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE S00°13'30"W, A DISTANCE OF 1313.68 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

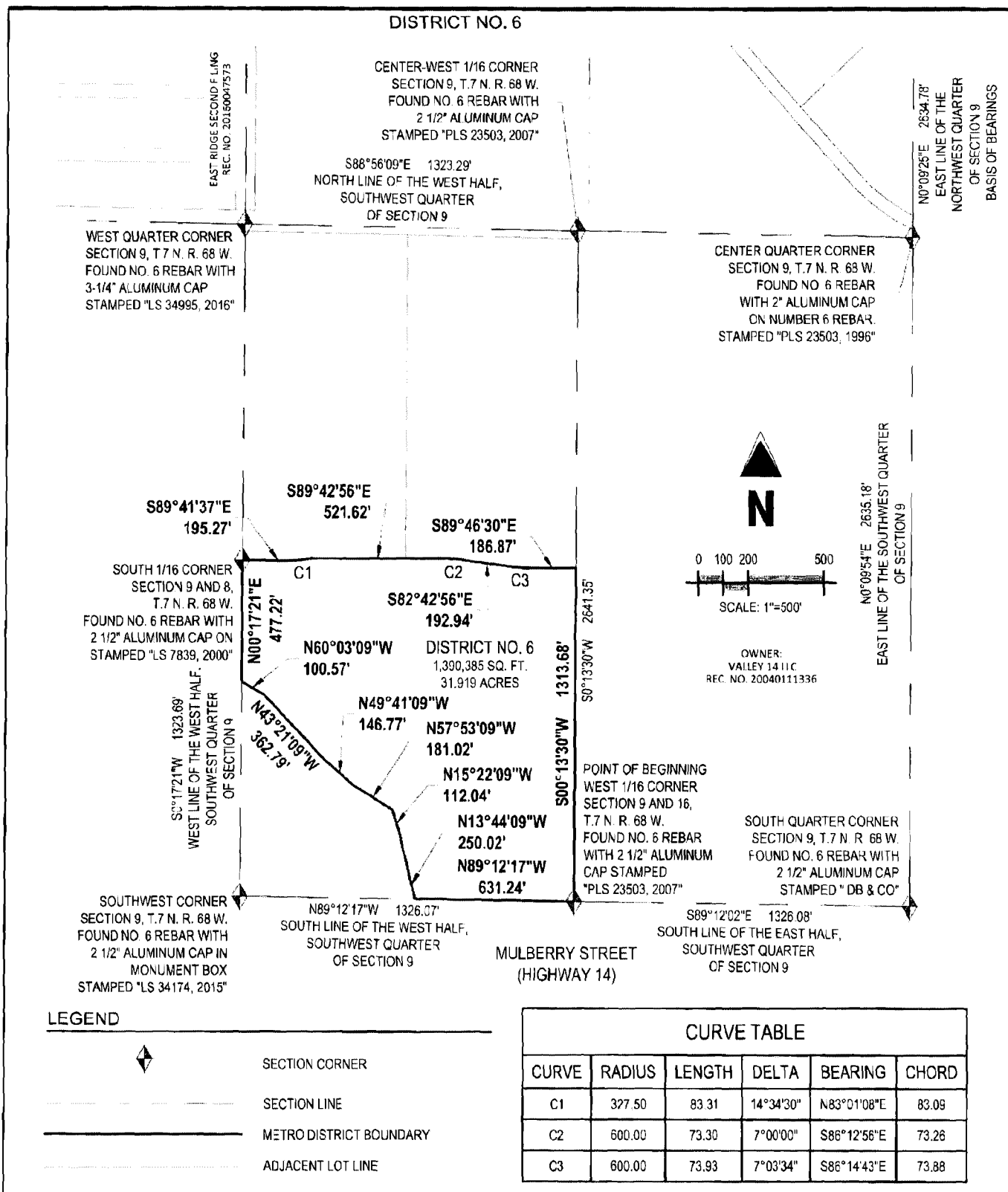
PARCEL CONTAINS 1,390,385 SQUARE FEET OR 31.919 ACRES.

BASIS OF BEARING: THE EAST LINE OF NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, IS ASSUMED TO BEAR N 00°09'25" E, 2634.78 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2" ALUMINUM CAP, STAMPED PLS 25372, 1996 AND THE NORTH QUARTER CORNER OF SAID SECTION 9, MONUMENTED WITH A NO. 6 REBAR OF UNKNOWN LENGTH WITH A 2 1/2" ALUMINUM CAP, STAMPED PLS 28285, WITH ALL OTHER BEARINGS REFERENCED THERETO.

SHEET 3 IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT SHEET 1 AND 2- LEGAL DESCRIPTION. IN THE EVENT THAT SHEET 1 AND 2 CONTAINS AN AMBIGUITY, SHEET 3 MAY BE USED TO RESOLVE SAID AMBIGUITY.



PREPARED FOR AND ON BEHALF OF GALLOWAY
BY FRANK A KOHL, PLS# 37067



SPRINGER-FISHER-WHITHAM
 HARTFORD HOMES, LLC
 METRO DISTRICTS

Project No: HFHC00008.01
 Drawn By: AN
 Checked By: FK
 Date: 6/23/2022

Galloway
 5265 Ronald Reagan Blvd., Suite 210
 Johnstown, CO 80534
 970.900.3300