

SERVICE PLAN

FOR

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 8
ADAMS COUNTY, COLORADO**

**SUBMITTED: DECEMBER 2, 2005
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SERVICE PLAN FOR
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 8

I. INTRODUCTION

A. Purpose and Intent

Prairie Center Metropolitan District No. 8 ("District") is an independent unit of local government, separate and distinct from the City of Brighton ("City"), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. Need for the District

Proponents for the Districts (defined below) have submitted for City approval service plans for eight proposed districts and service plan amendment for one existing district. The Service Area (defined below) of the Districts is subject to the Comprehensive Prairie Center IGA (defined below), and it is intended that the Districts will provide for Public Improvements (defined below) necessary to serve the Service Area, including Primary Public Improvements as more specifically described in and in accordance with the Comprehensive Prairie Center IGA. Other than the Districts, there are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project (defined below). Formation of

the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from its revenues and the proceeds of debt to be issued by the District. All debt is expected to be repaid by taxes, fees, rates and tolls, including public improvements fees and other legally available revenues, with a mill levy imposed and collected no higher than the Maximum Debt Mill Levy (defined below) for commercial and residential properties. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive ad valorem tax burdens to support the servicing of the debt and will result in a timely and reasonable discharge of the debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all debt incurred or upon a court determination that adequate provision has been made for the payment of all debt, and if the District has authorized operating functions to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

II. DEFINITIONS

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

“Approved Development Plan” means a Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Boundaries as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

“Board” means the board of directors of the District.

“City” means the City of Brighton, Colorado.

“City Code” means the municipal code of the City of Brighton, Colorado.

“City Council” means the City Council of the City of Brighton, Colorado.

“Comprehensive Prairie Center IGA” means that certain Comprehensive Funding Plan, Master Development Agreement, Pre-Annexation Agreement, and Intergovernmental Agreement for Prairie Center, Brighton, Colorado, by and among Prairie Center Metropolitan District Nos. 1 and 2, the City, City of Brighton Water, Sewer and Drainage Enterprise, THF Prairie Center Development, L.L.C., and THF Prairie Center Retail One, L.L.C., dated December 5, 2005, and recorded in the real property records of Adams County, Colorado, on December 16, 2005, at Reception No. 200512160013782200.

“District” means Prairie Center Metropolitan District No. 8.

“District Boundaries” means the boundaries of the area legally described on **Exhibit A**.

“District Boundary Map” means the map attached hereto as **Exhibit B**.

“Districts” means the District and Prairie Center Metropolitan District Nos. 1, 2, 3, 4, 5, 6, 7, 9 and 10, collectively.

“Enterprise” means a government-owned business authorized to issue its own revenue bonds and receiving under ten percent (10%) of annual revenue in grants from all Colorado state

and local governments combined as defined in Section 20, Article X of the Colorado Constitution.

“External Financial Advisor” means a person or firm providing financial advice or investment banking services in connection with municipal finance, who is not an employee of the District.

“Financial Plan” means the combined Financial Plan of the Districts as described in Section VI which describes (i) how the Public Improvements are to be financed; (ii) how the debt is expected to be incurred and revenues to be used to repay debt; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

“Maximum Debt Mill Levy” means the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of debt, and shall be determined as set forth in Section VI.C below.

“Maximum Debt Term” means the maximum term for the repayment of any single issuance of debt, which maximum term shall be twenty-five (25) years from the date of such issuance.

“Maximum Net Effective Interest Rate” means the net effective interest rate on any debt shall not exceed fifteen percent (15%).

“Maximum Underwriting Discount” means the underwriting discount on any debt shall not exceed five percent (5%).

“Project” means the development or the property commonly referred to as Prairie Center.

“Public Improvements” means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve

the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

“Service Area” means the property legally described on **Exhibit C** attached hereto.

“Service Area Map” means the map attached hereto as **Exhibit D**.

“Service Plan” means this service plan for the District approved by City Council.

“Service Plan Amendment” means an amendment to the Service Plan approved by City Council in accordance with applicable State law.

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

“State” means the State of Colorado.

“Total Debt Issuance Limitation” means the aggregate amount of debt that the Districts, collectively, shall be authorized to issue, which amount shall be Seven Hundred Fifty Million Dollars (\$750,000,000).

“Traffic Improvement Analysis” means such traffic improvement analysis as may be required by the City for all or any portion of the Project.

“Transportation Master Plan” means the Transportation Master Plan of the City, as the same may be amended from time to time by sub-area plans.

III. BOUNDARIES

A. Initial Boundaries

The area within the District Boundaries initially will be approximately 0.253 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit B**. A vicinity map is attached hereto as **Exhibit E**.

B. Inclusions and Exclusions

It is anticipated that the District Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., and subject to the requirements in this Section III.B.

1. The District shall be receptive to the inclusion of additional land upon the petition of one hundred percent (100%) of the owners of such land, so long as the Board, in its sole discretion, determines and finds that the District has the capacity to adequately service such additional property on reasonable terms and conditions.

2. The District may not include property that is within the boundaries of any one of the other Districts or other Title 32 metropolitan district.

3. The District may not impose ad valorem taxes on any property that is subject to the ad valorem taxes imposed by any of the other Districts.

4. The District may not include property that is outside the corporate boundaries of the City or the boundaries of the Service Area without prior written consent of the City Council.

5. The District shall deliver to the office of the City Manager a copy of any petition for inclusion or exclusion of property received by the District, together with a notice containing the date, time and place of the Board's public hearing on such petition, not more than five (5) business days after the District's receipt of such petition.

6. The District shall deliver to the office of the City Manager a District Boundary Map which has been revised to incorporate any change in District Boundaries not more than five (5) business days after the change in District Boundaries is effective pursuant to Section 32-1-105, C.R.S.

Public Improvements to be dedicated to the City and/or required pursuant to a Site Development Agreement to which the District is a party shall be subject to the review, monitoring and inspection of the City or its engineering consultant, and the District shall pay the City's reasonable costs of such review, monitoring and inspection. Major and minor arterial roadways will be constructed consistent with the applicable Traffic Improvement Analysis as approved by the City and the City's Transportation Master Plan.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

5. Debt Issuance Limitations. Prior to issuing any debt on or after December 1, 2005, the District shall submit to the City Clerk the opinion of the District's counsel or bond counsel that the District has complied with all of the limitations set forth in this Service Plan relating to bonds or other financial obligations or, in the alternative, submit all of the financing documents to the City Attorney for prior approval as to compliance with the limitations of this Service Plan relating to bonds or other financial obligations. Additionally, the District shall file with the City Clerk a copy of any Notice of Claim of Exemption filed with the Colorado

Securities Commissioner in connection with any debt issued by the District which is exempt under Section 11-59-110, C.R.S. For debt incurred prior to December 1, 2005, the District shall submit to the City Clerk an opinion of the District's counsel that the District complied with all of the requirements set forth in this Section V.A.5 on or before December 15, 2005. The District shall not issue debt which:

- (a) Exceeds the Total Debt Issuance Limitation of Seven Hundred Fifty Million Dollars (\$750,000,000); or
- (b) Exceeds the Maximum Net Effective Interest Rate; or
- (c) Exceeds the Maximum Underwriting Discount; or
- (d) Exceeds the Maximum Debt Term; or
- (e) Exceeds the Maximum Debt Mill Levy; or
- (f) Does not comply with the provisions of Sections 32-1-1101(6)(a) or 32-1-1101(6)(b), C.R.S.; or
- (g) Provides for the acceleration of the principal of any debt or other financial obligations of the District except credit enhanced debt or other obligations.

6. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District Nos. 1-7 or 9 or 10.

7. Acquisition Limitation. The District shall be subject to the provisions of Section 32-1-1001(1)(f), C.R.S., as it may be revised from time to time which provides that a district may not pay more than fair market value and reasonable settlement costs for any interest in real property and may not pay for any interest in real property which must otherwise be

dedicated for public use or the District's use in accordance with any governmental ordinance, regulation or law.

8. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Sections V.A or VI.B-G shall be deemed to be material modifications to this Service Plan which require City Council approval and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Grant Application Limitation. The District shall not apply for Conservation Trust Funds, Great Outdoor Colorado Funds or other grant monies for which the City is eligible to apply without the prior written consent of the City Council.

10. Initial Ballot Questions. If the ballot questions approved by District electors do not conform to the limitations of this Service Plan, the District shall only issue bonds or other multiple fiscal year financial obligations that conform to such limitations. Issuance of any debt or other multiple fiscal year financial obligations by the District which do not conform to such limitations shall constitute a material departure from this Service Plan within the meaning of Section 32-1-207, C.R.S.

11. Public Improvements Fee Limitation. Without prior City Council consent, the Districts shall not impose, collect or receive, or pledge to the repayment of bonds any revenues derived from an increase in the public improvements fee rates in excess of the rates contemplated in the Comprehensive Prairie Center IGA.

B. Preliminary Engineering Survey

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. JR Engineering has estimated the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed to be approximately Two Hundred Forty-Five Million Dollars (\$245,000,000), based upon a preliminary engineering survey and estimates derived from the zoning and projected uses on the property in the Service Area as set forth in **Exhibit F**, attached hereto and incorporated herein by this reference. Actual Public Improvement costs will vary, and the District Board shall have the discretion to increase or decrease the amounts of any category of Public Improvements to serve the Project as development occurs, but only to the extent that the aggregate costs of the Public Improvements do not exceed an amount that would require the Districts to issue debt in excess of the Total Debt Issuance Limitation. All construction cost estimates are based on the assumption that construction conforms to applicable local, State and federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements contemplated herein, including the Primary Public Improvements as more specifically defined in and in accordance with the Comprehensive Prairie Center IGA. Specifically, the Districts shall enter into intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction, and operation and maintenance, as appropriate, of the Public Improvements

contemplated herein. The intergovernmental agreements will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the Public Improvements.

D. Administrative Plan

The District shall establish an Administrative Plan which shall be in place before the issuance of any debt to the public, which Administrative Plan shall provide for the following:

1. A list of administrative contact personnel with name, address, telephone number and e-mail address.
2. Description of each contact person's authority and responsibility for responding to and coordinating the resolution of issues that might arise from residents, taxpayer and service users, relating to the District's structure and services.
3. Description of a referral and dispute resolution process for the resolution of issues that might arise regarding complaints, or the coordination of issue resolution between residents, taxpayers, service users and the District.
4. The establishment of District meeting locations, including a requirement that, commencing on January 1, 2007, and thereafter, all special and regular meetings of the District shall be held within the corporate limits of the City.
5. Requirement that a notice be posted at each construction project identifying the District as the project sponsor and designating contact information.
6. The establishment of a procedure for providing notice to property owners within the District of the existence of the District, the types and amounts of taxes levied and fees imposed, a description of the District's maintenance responsibilities and statement that the

District is not related to or affiliated with the City and District contact information for inquiries regarding construction projects, taxes, fees and maintenance activities.

VI. FINANCIAL REQUIREMENTS

A. General

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from received revenues and by and through the proceeds of debt to be issued by the District. The Financial Plan for the District shall be to issue such debt as: (1) the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy, fees, and rates, including public improvements fees and other legally available revenues; and (2) which is issued in compliance with Section V.A.5. The financial model set forth in **Exhibit G**, attached hereto and incorporated herein by this reference, provides hypothetical assumptions of funding of the Public Improvements and is provided for illustrative purposes only. The total debt that the District shall be permitted to issue shall not exceed the Maximum Debt Term and the Total Debt Issuance Limitation and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The last series of debt to be issued by the District, except for refunding debt, shall be issued no later than December 1, 2025.

B. Maximum Net Effective Interest Rate and Maximum Underwriting Discount

The interest rate on any debt is expected to be the market rate at the time the debt is issued and shall not exceed the Maximum Net Effective Rate. The underwriting discount on any debt shall not exceed the Maximum Underwriting Discount. Debt, when issued, will comply with all relevant requirements of this Service Plan, and State and federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

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

1. For the portion of any aggregate District's debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy debt described in Section VI.C.2 below; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of debt shall not be subject to the number calculated to be the maximum in Section VI.C.1 above and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such debt, without limitation of rate.

3. For purposes of the foregoing, once debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's debt to assessed ratio. All debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

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

All issuance of general obligation bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. Minimum Criteria shall mean that the general obligation bonds are: (1) subject to the Maximum Debt Mill Levy, if required by this Service Plan; (2) subject to the limitations of Section V.A.5; (3) together with other outstanding general obligation bonds of the Districts, not in excess of the Total Debt Issuance Limitation set forth in this Service Plan, as may be amended from time to time; and (4) together with other outstanding general obligation bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate.

D. Debt Repayment Sources

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

The District may also rely upon various other revenue sources authorized by law, including public improvement fees contemplated by the Comprehensive Prairie Center IGA, and at the District's discretion, such fees, rates, tolls, penalties, or charges as are authorized by Section 32-1-1001(l), C.R.S., as amended from time to time. Provided, however, the District shall not be authorized to impose any fee for the following improvements to be constructed by the Districts to the extent that the City has agreed to waive or rebate a portion of its applicable development impact fee as more specifically set forth in the Comprehensive Prairie Center IGA:

1. Neighborhood and Community Park improvements constructed by the Districts and funded by the park development fees imposed by the City pursuant to Section 3-5-20 of the City Code, as the same may be amended from time to time; and
2. Regional stormwater detention improvements constructed by the Districts and funded by the stormwater impact fee imposed by the City pursuant to Section 13-20-60 of the City Code, as the same may be amended from time to time.

In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy.

E. Security for Debt

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

F. District's Operating Costs

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause Public Improvements not dedicated to the City or other jurisdiction to be operated and maintained. The first year's total operating budget for all of the proposed new Districts in the aggregate, which is anticipated to be derived from property taxes and other revenues, is estimated to be One Hundred Ninety Thousand Dollars (\$190,000).

The District's mill levy for operation and maintenance services together with the District's mill levy for debt service shall not exceed sixty (60) mills without prior written consent of the City Council.

G. Reimbursement/Participation Contributions. All amounts received by the District from abutting developments and/or districts for reimbursement or participation in the costs of the Public Improvements shall be used by the District to either defray the costs of the Public Improvements or to pay for principal or interest on the debt incurred to fund the Public Improvements.

VII. REPORTING REQUIREMENTS

A. Semi-Annual and Annual Reports. Any District organized after November 1, 2005, shall submit semi-annual reports to the City for the first five (5) years following the year of organization and annually every year thereafter. For any District organized prior to November 1, 2005, reports shall be submitted annually. Such reports shall contain the following information:

1. A list of Public Improvement construction projects commenced, in progress or completed during the applicable reporting period. Such list shall also include Public Improvements constructed by the District that have been dedicated to and accepted by the City during the applicable reporting period.

2. Certification of the District Manager that all bid documents issued by the District during the applicable reporting period comply with the provisions of the laws of the State.

3. Amount of debt, if any, issued during the applicable reporting period.

4. Intergovernmental agreements with other governmental entities entered into during the applicable reporting period.

5. A list of litigation to which the District is a party, if any, commenced, in progress or completed during the applicable reporting period.

6. The District's assessed valuation for the applicable reporting period.

7. Description of issues, if any, that required dispute resolution or coordination during the applicable reporting period pursuant to the procedures set forth in the Administrative Plan described in Section V.D.6 above.

8. Current Administrative Plan, which includes contact information for the District's administrative personnel.

9. Changes made to the District's boundaries during the applicable reporting period.

10. Copies of any rules and regulations adopted by the District during the applicable reporting period.

B. Other Reporting Requirements. The District shall submit the following documents to the City Clerk.

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

2. Within thirty (30) days of approval by the District, the following shall be filed with the City:

- (a) audited financial statements;
- (b) budget;
- (c) architectural plans, if any;
- (d) intergovernmental agreements;
- (e) ballot questions; and
- (f) resolutions authorizing issuance of debt or other financial obligations, together with related financing documents, credit agreements and disclosure documents.

VIII. DISSOLUTION

Upon retirement of all District debt or in the event that the District has not incurred any debt or other multiple fiscal year obligation on or before January 1, 2018, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or

discharge of all of their outstanding debt and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

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

X. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District.
2. The existing service in the area to be served by the District is inadequate for present and projected needs.
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries.
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

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

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

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

EXHIBIT A

Legal Description of District Boundaries

PROPERTY DESCRIPTION - DISTRICT #8

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR S00°21'07"E.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE S55°04'05"E, A DISTANCE OF 364.09 FEET TO THE POINT OF BEGINNING;

THENCE N90°00'00"E, A DISTANCE OF 105.00 FEET;

THENCE S00°00'00"E, A DISTANCE OF 105.00 FEET;

THENCE S90°00'00"W, A DISTANCE OF 105.00 FEET;

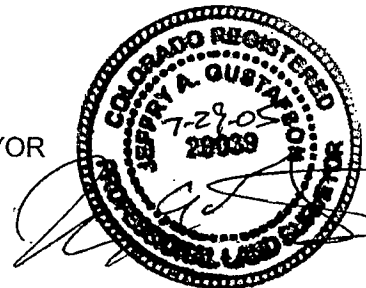
THENCE N00°00'00"W, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 11,025 SQUARE FEET OR 0.253 ACRES MORE OR LESS.

PROPERTY DESCRIPTION STATEMENT

I, JEFFRY A GUSTAFSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JEFFRY A. GUSTAFSON, PROFESSIONAL LAND SURVEYOR
COLORADO No. 29039
FOR AND ON BEHALF OF JR ENGINEERING, LLC
6020 GREENWOOD PLAZA BOULEVARD
ENGLEWOOD, COLORADO 80111



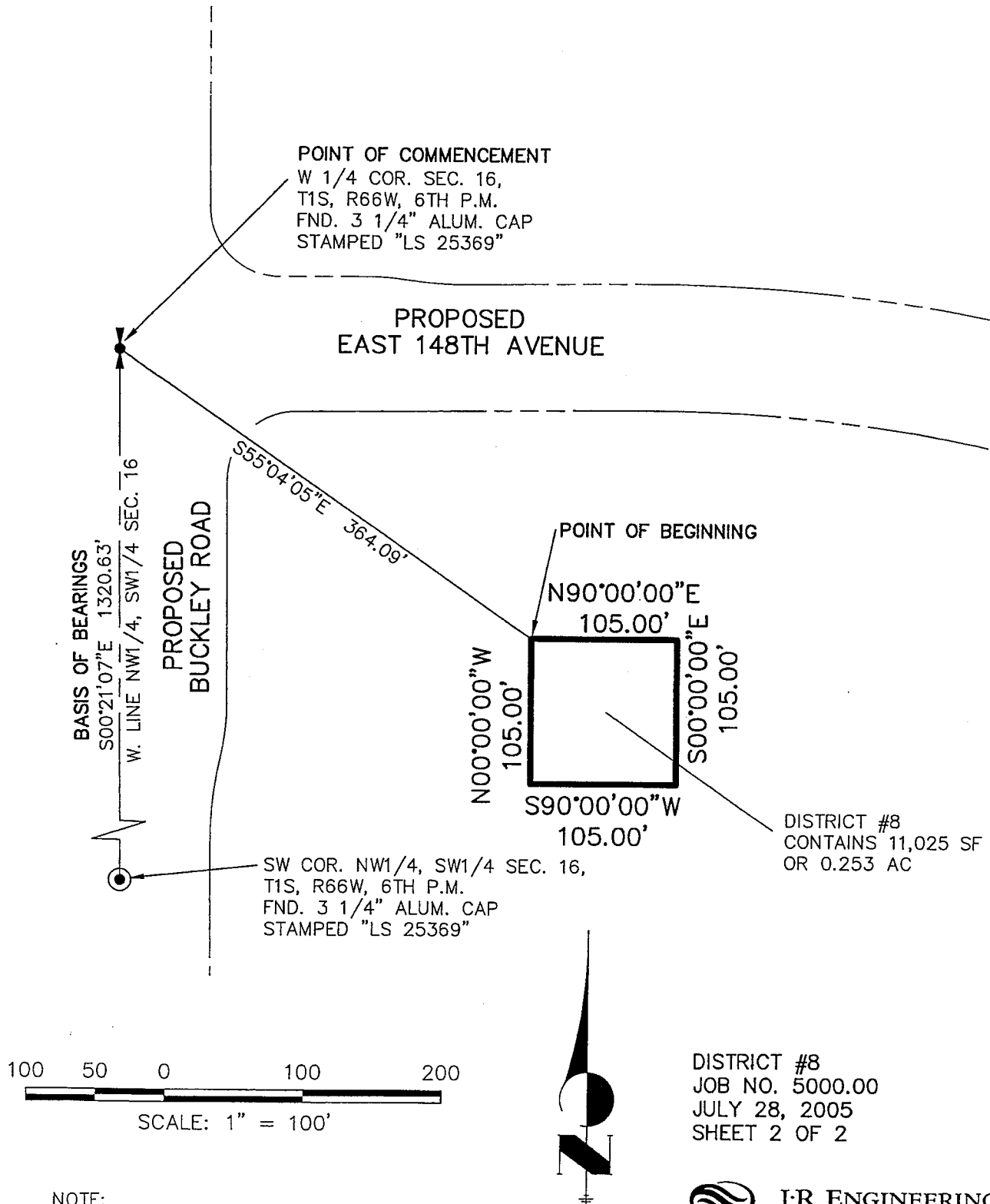
The above and foregoing describes a surface estate only. Expressly excluded from this legal description are any estates below the surface including oil, gas and other minerals (including sand and gravel) and any related rights of surface use.

EXHIBIT B

Map of District Boundaries

EXHIBIT

SW1/4 SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST, 6TH P.M.
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



DISTRICT #8
JOB NO. 5000.00
JULY 28, 2005
SHEET 2 OF 2

 **J-R ENGINEERING**
A Westrian Company

6020 Greenwood Plaza Blvd. • Englewood, CO 80111
303-740-9333 • Fax: 303-721-9019 • www.jrengineering.com

EXHIBIT C

Legal Description of Service Area

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 16, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE EAST HALF OF SECTION 20, SECTION 21, THE NORTHWEST QUARTER OF SECTION 28, SECTION 29, AND THE NORTH HALF OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N89°24'15"E.

PARCEL 1

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE N00°22'47"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2640.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE N89°21'20"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2639.14 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE N89°23'40"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 2647.86 FEET TO THE NORTHEAST CORNER OF SAID SECTION 16;

THENCE S00°13'41"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 2642.75 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE S00°23'59"E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 2614.56 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE 144TH AVENUE RIGHT-OF-WAY;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE 144TH AVENUE RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. S89°26'12"W, A DISTANCE OF 2640.21 FEET;
2. S89°26'28"W, A DISTANCE OF 2641.99 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16;

THENCE S00°21'01"E, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;

THENCE S00°21'54"E, ALONG THE WEST LINE OF NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE 144TH AVENUE RIGHT-OF-WAY;

THENCE N89°26'28"E, ALONG SAID SOUTHERLY BOUNDARY OF THE 144TH AVENUE RIGHT-OF-WAY, A DISTANCE OF 2641.98 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE N00°16'58"W, ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER CORNER OF SECTION 21;

THENCE N89°26'12"E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2640.22 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21;

THENCE N89°01'38"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1384.66 FEET;

THENCE S38°41'55"W, A DISTANCE OF 1901.06 FEET;

THENCE S45°18'25"W, A DISTANCE OF 266.02 FEET TO A POINT ON THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 21;

THENCE N00°14'10"W, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, A DISTANCE OF 288.57 FEET;

THENCE S45°07'21"W, A DISTANCE OF 1845.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE S89°24'34"W, ALONG SAID SOUTH LINE OF NORTHEAST QUARTER OF SECTION 21, A DISTANCE OF 1324.80 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 21;

THENCE S89°27'28"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 2638.21 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 21;

THENCE S89°27'47"W, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 1340.98 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20;

THENCE N00°09'52"W, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, A DISTANCE OF 2647.51 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20;

THENCE N00°24'28"W, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 1320.77 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17;

THENCE N89°26'38"E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, A DISTANCE OF 1333.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17;

THENCE N00°21'07"W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1320.63 FEET TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINS AN AREA OF 1085.395 ACRES MORE OR LESS.

TOGETHER WITH:

PARCEL 2

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21;

THENCE S28°34'48"E, A DISTANCE OF 50.90 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE FOURTH AVENUE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF BARR CITY, RECORDED IN BOOK 3 AT PAGE 5 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N89°34'12"E, ALONG SAID SOUTHERLY BOUNDARY OF THE FOURTH AVENUE RIGHT-OF-WAY, A DISTANCE OF 2564.08 FEET;

THENCE THE FOLLOWING TEN (10) COURSES:

1. S00°17'43"E, A DISTANCE OF 1300.00 FEET;
2. S89°34'12"W, A DISTANCE OF 265.00 FEET;
3. N00°17'43"W, A DISTANCE OF 232.78 FEET;
4. S38°40'23"W, A DISTANCE OF 95.41 FEET;
5. S00°17'43"E, A DISTANCE OF 638.58 FEET;
6. S44°53'10"W, A DISTANCE OF 170.88 FEET;
7. S89°34'12"W, A DISTANCE OF 554.83 FEET;
8. S50°49'08"W, A DISTANCE OF 47.93 FEET;
9. S89°34'12"W, A DISTANCE OF 1524.65 FEET;
10. N00°19'38"W, A DISTANCE OF 1930.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 CONTAINS AN AREA OF 107.966 ACRES MORE OR LESS.

THENCE N00°33'05"W, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 32, A DISTANCE OF 2446.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29;

THENCE N00°20'28"W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 2613.32 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 29;

THENCE N00°08'17"E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 2655.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4 CONTAINS AN AREA OF 667.258 ACRES MORE OR LESS.

TOGETHER WITH:

PARCEL 5

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29;

THENCE N89°45'25"E, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 518.13 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SEVEN (7) COURSES:

1. N41°20'54"E, A DISTANCE OF 778.45 FEET
2. N89°45'25"E, A DISTANCE OF 606.90 FEET;
3. S21°24'55"W, A DISTANCE OF 235.47 FEET;
4. S19°11'35"E, A DISTANCE OF 309.90 FEET;
5. S12°25'35"E, A DISTANCE OF 379.94 FEET;
6. S89°45'25"W, A DISTANCE OF 1484.84 FEET;
7. N41°20'54"E, A DISTANCE OF 402.64 FEET TO THE POINT OF BEGINNING.

PARCEL 5 CONTAINS AN AREA OF 20.251 ACRES MORE OR LESS.

TOGETHER WITH:

PARCEL 6

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE S89°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 1014.30 FEET;

THENCE N44°59'08"E, A DISTANCE OF 1428.90 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE S00°14'10"E, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 1000.20 FEET TO THE POINT OF BEGINNING.

PARCEL 6 CONTAINS AN AREA OF 11.645 ACRES MORE OR LESS.

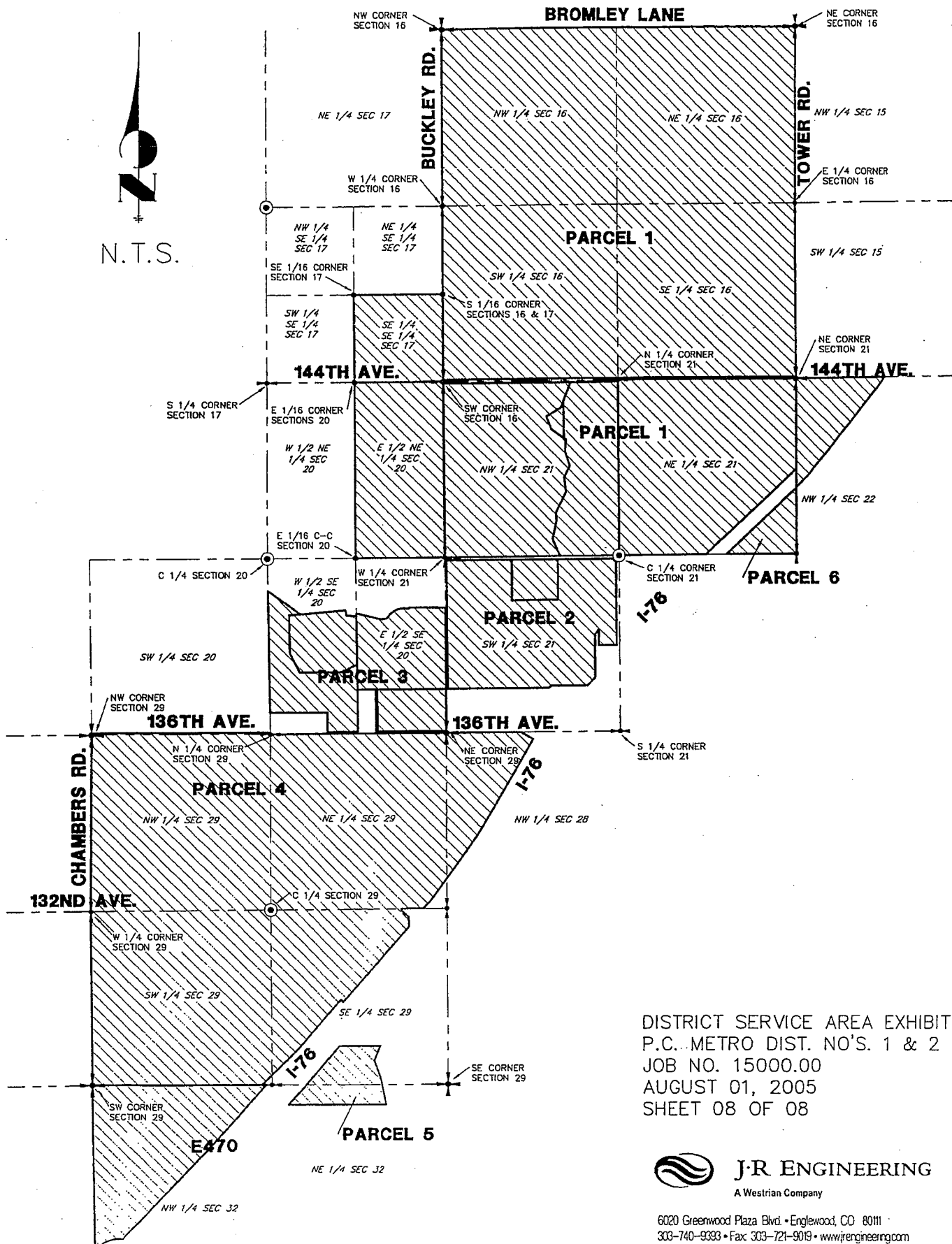
CONTAINING A TOTAL AREA OF 1993.901 ACRES MORE OR LESS.

The above and foregoing describes a surface estate only. Expressly excluded from this legal description are any estates below the surface including oil, gas and other minerals (including sand and gravel) and any related rights of surface use.

EXHIBIT D

Map of Service Area

SECTIONS 16, 17, 20, 21, 28, 29 AND 32, TOWNSHIP 1 SOUTH, RANGE 66 WEST, 6TH P.M.
ADAMS COUNTY, STATE OF COLORADO



DISTRICT SERVICE AREA EXHIBIT
P.C. METRO DIST. NO'S. 1 & 2
JOB NO. 15000.00
AUGUST 01, 2005
SHEET 08 OF 08



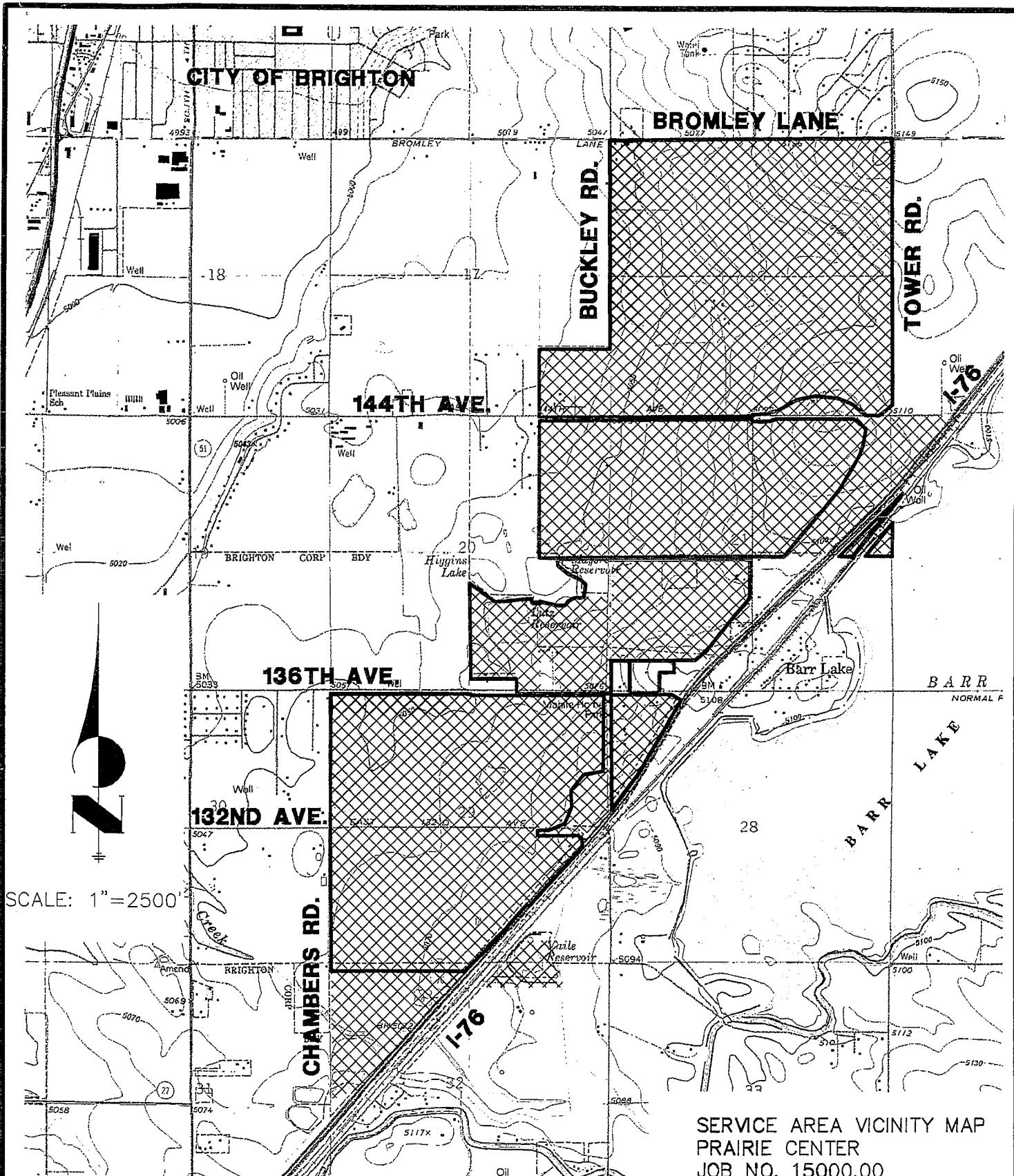
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EXHIBIT E

Vicinity Map



SERVICE AREA VICINITY MAP
 PRAIRIE CENTER
 JOB NO. 15000.00
 MAY 02, 2005
 SHEET 01 OF 01



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EXHIBIT F

Estimate of Costs of Public Improvements

Streets

Water

Sewer

Storm Drainage

Safety Protection

Park and Recreation

Transportation

Television Relay and Translation

Mosquito Control

TOTAL	\$245,000,000
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EXHIBIT G

Illustrative Financial Plan

