

**SERVICE PLAN
FOR
JEFFERSON CENTER
METROPOLITAN
DISTRICT NO. 2
(Service District)
(CITY OF ARVADA AND
COUNTY OF JEFFERSON , COLORADO)**

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**SERVICE PLAN FOR
JEFFERSON METROPOLITAN DISTRICT NO. 2**

I. INTRODUCTION

A. Background.

On October 25, 1989, the Jefferson County District Court entered an order and decree creating Jefferson Center Metropolitan District No. 1 ("District No. 1") following approval by the Board of County Commissioners of Jefferson County, Colorado (the "County") of District No. 1's Service Plan ("Original Service Plan"). When District No. 1 was organized it was anticipated that it would be able to coordinate with the City of Arvada (the "City"), the County, and other existing special districts for the coordinated provision of infrastructure improvements and public services to properties within the Jefferson Center Development Area which encompassed an area of approximately 18,000 acres, approximately 4,400 acres of which were in District No. 1's boundaries. Since that time, approximately 2,600 acres of the 18,000 acres in the original Jefferson Center Development Area have been dedicated and/or sold for open-space or reservoir use and all properties zoned for residential uses have been excluded from the District's boundaries. District No. 1's boundaries now encompass approximately 4,581 acres of property zoned for commercial, retail, industrial and open space uses ("Jefferson Center").

The approximately 223-acre Vauxmont residential development ("Vauxmont Development"), the approximately 163-acre Cimarron proposed residential development ("Cimarron Development") currently zoned commercial, the approximately 180-acre Canyon Pines residential development ("Canyon Pines Development"), and the approximately 204-acre Mountain Shadows residential development not currently annexed into the City ("Mountain Shadows Development") are each being developed by separate ownership groups which desire to organize separate districts for the single family residential, multi-family residential and

commercial parcels which will work collectively with the District within the Development Area, defined below. The Vauxmont Development, the Cimarron Development, the Canyon Pines Development, the Mountain Shadows Development and Jefferson Center, and certain other properties along State Highway 72, State Highway 93, along Indiana Street, and in the vicinity of McIntyre Street and West 64th Avenue now constitute the development (the "Development Area") as indicated on **Exhibit B-2**. As other properties in the area are developing and plans are being established for future development in the area, it is apparent that there is a growing need for coordinated financing and construction of public infrastructure and coordinated provision of services within the Development Area. The Board of Directors of District No. 1 evaluated adjustments to District No. 1's service area, the area's need for water and sewer services and facilities and other infrastructure, the ability of District No. 1 to provide the necessary services, and District No. 1's ability to finance such improvements. It has been determined that it is appropriate for District No. 1 to seek modification of its Service Plan to enable District No. 1 to coordinate services with Jefferson Center Metropolitan District No. 2 (the "District" or "District No. 2") as a centralized service district for District No. 1 and Jefferson Center Metropolitan District Nos. 3 through 6, which, together with District No. 1 will function as financing districts, which districts are being organized concurrently with the processing of District No. 1's Service Plan amendment.

The boundaries of the Districts and the boundaries of the Development Area overlap the boundaries of the existing Ralston Valley Water and Sanitation District ("Ralston") Coal Creek Fire Protection District ("Coal Creek FPD"), Arvada Fire Protection District ("AFD"), North Table Mountain Water and Sanitation District, Blue Mountain Water District and North Jeffco Recreation and Park District ("NJR"). The property owner of the parcels

which overlap Ralston either have petitioned or will petition for exclusion and so there will be no overlap with Ralston. Pursuant to Section 32-1-107(3), C.R.S., an overlapping special district may only provide the same service as an existing special district if: (1) the county which approves the new, overlapping special district's service plan issues a resolution approving the provision of service; and (2) the board of directors of the existing special district consents to the overlapping special district providing the same service; and (3) the improvements to be financed, constructed and/or operated by the overlapping special district do not duplicate or interfere with any other improvements or facilities already constructed within the portion of the existing special district. The proponents of the Districts will secure the necessary approvals of all appropriate overlapping special districts. Additionally, the Districts shall coordinate their services with the City, the County, AFD and NJRD pursuant to existing intergovernmental agreements and, if necessary, additional intergovernmental agreements.

B. General Information.

Pursuant to the requirements of the Special District Control Act, Section 32-1-201, et seq., Colorado Revised Statutes, this Service Plan consists of a financial analysis and an engineering plan showing how the existing and proposed facilities and services of the District will be constructed and financed. The following items are included in this Service Plan:

1. A description of the proposed services;
2. A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes of the District;
3. A preliminary engineering or architectural survey showing how the proposed services are to be provided;

4. A map of the District boundaries, as hereinafter defined, the proposed Service Area, as hereinafter defined, and an estimate of the population and valuation for assessment of the District;

5. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the County (the "County") and of any municipalities and special districts which are interested parties pursuant to Section 32-1-204(1), Colorado Revised Statutes;

6. A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the operation of the District; and

7. A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the District and such other political subdivision, and if applicable, a form of the agreement is attached hereto.

II. DISTRICT BOUNDARIES/MAPS

The total area proposed to be included within the District's boundaries at the time of organization is approximately one (1) acre ("District's Boundaries"). A legal description of the District's Boundaries is attached hereto as **Exhibit A**. A map of the boundaries of the District is attached as **Exhibit B-1**. A map of the proposed Service Area, which is contiguous with the Development Area, is attached as **Exhibit B-2**. For purposes of this Service Plan, the Service Area will be known as the Development Area. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to parts 4 and 5

of Article 1, Title 32, C.R.S. Additionally, the Development Area's boundaries may change from time to time as the boundaries of District Nos. 1 through 6 undergo inclusions and exclusions of property. The FFCO Agreement (defined below) between the Districts will set forth that the Districts will require any property proposed to be developed for residential purposes seeking inclusion in the Development Area be included within the boundaries of one (1) of the Districts which encompass residential development and that any property proposed to be developed for commercial purposes be included within the boundaries of one (1) of the Districts which encompass commercial development or, if not included in one of the Districts, to make other arrangements for payment of that property's share of the cost of the provision of Improvements. Further, any property included within one of the Districts must be or must have been located within the territorial boundaries of the City, and it must be or must have been reasonable to provide service to the property proposed for inclusion.

III. PURPOSE OF THE DISTRICT

A. Generally.

The Development Area is entirely within the boundaries of the City, except as set forth below, and/or the County, located generally south of 2 miles north of the United States Department of Energy Rocky Flats Facility south property line, west of Alkire Street, north of 1/2 mile south of Highway 72, and east of 3 miles west of Highway 93. Parcels 10, 17, 21, 23, 31, 33, 34 and 35, as such are set forth on the Service Area Map ("County Parcels"), are within the boundaries of the County and shall be annexed into the City prior to inclusion within the boundaries of any of the Districts and prior to connection with any Improvements. The Development Area is now largely vacant and is presently served with the limited facilities and services to be expanded and further provided by the District. It is proposed that the District have

the following powers: (1) to provide sanitary sewer service to the Development Area; and (2) to provide water services as the need for centralized water service arises in the Development Area and finances are available; and (3) to provide street improvements in the Development Area; and (4) to provide safety protection facilities and services in the Development Area; and (5) to provide transportation facilities in the Development Area; and (6) to provide mosquito control facilities and services in the Development Area; and (7) to provide park and recreation facilities and services; and (8) to provide limited fire protection facilities and services (with the exception of District No. 5); and (9) to provide television relay and translation facilities in the Development Area. The District will dedicate, when appropriate, some of the public improvements to the City, or, if appropriate, to the County, or to such other entity as appropriate.

B. Proposed Structure.

Services will be provided to the Development Area by six metropolitan districts: the District; District No. 1, Jefferson Center Metropolitan District No. 3 (“District No. 3”); Jefferson Center Metropolitan District No. 4 (“District No. 4”), Jefferson Center Metropolitan District No. 5 (“District No. 5”) and Jefferson Center Metropolitan District No. 6 (“District No. 6”) . District No. 1, District No. 3, District No. 4, District No. 5, District No. 6 and the District, as well as any other Districts that may be organized to service the Development Area and other areas which may be included in the Development Area in the future, may be referred to collectively as the “Districts” or as the “Jefferson Center Metropolitan Districts”. The District will be the “Service District” organized to finance, construct, own, manage and operate the public improvements throughout the Development Area. District No. 1, District No. 3, District No. 4, District No. 5 and District No. 6, together with any other districts that are organized to provide financing for the public infrastructure and services are sometimes hereinafter referred to collectively as the “Financing Districts.” The Districts will coordinate their efforts in order to

finance and construct the Improvements and to provide public services to the Development Area in the most efficient manner possible. The District will be responsible for managing the construction and operation of the public facilities and improvements within the Development Area, and for providing funding to support costs related to the necessary services and improvements. Each Financing District will be responsible for financing its respective share of the improvements and associated operation and maintenance costs, as described in the respective Service Plan for each Financing District. It is anticipated that the Districts will enter into a Facilities Funding, Construction and Operations Agreement (“FFCO Agreement”) which will set forth the arrangements for the financing, construction and operations of the improvements contemplated herein for the Development Area. The FFCO Agreement will set forth that the District will have the authority to enter into agreements on behalf of the Districts for the provision of wholesale improvements and services within the Development Area.

This multiple district structure is proposed because it provides several benefits to the inhabitants of the Development Area and the City. Multiple districts will assure that: (1) the necessary services and improvements can be financed in the most favorable and efficient manner; (2) all the services and improvements needed for the Development Area will be available when needed through managed development; and (3) a reasonable mill levy and reasonable tax burden on all residential and commercial property within the Districts will be maintained through managed financing and coordinated completion of infrastructure improvements.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS

It is anticipated that the Districts Boundaries and the Development Area will be developed based upon the development assumptions for office space, retail space, industrial

space, single family residential units and multi-family residential units as set forth in **Exhibit C**. The peak daytime population for the property within the Development Area is estimated at 49,200 persons, based upon a ratio of 3.0 persons per residential unit and 1.0 persons per 150 square feet of non-residential floor space. Due to the small size of the District's Boundaries, the future population of the District is anticipated to be *de minimus*.

V. DESCRIPTION OF PROPOSED SERVICES

The following paragraphs provide a description of the proposed services to be provided by the District.

A. Types of Improvements.

The District plans to provide for the design, acquisition, construction, installation, perpetual maintenance, and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection, and mosquito control improvements and services within and without the boundaries of the District ("Improvements"). This Service Plan describes those Improvements anticipated for construction and financing by the District, which Improvements will benefit the Development Area. The Improvements generally depicted and described in the Infrastructure Master Plan submitted to the City on October 7, 2003, and approved by the City, have been presented for illustration only and the exact design, subphasing of construction and location of the Improvements will be determined at the time of platting and such decisions shall not be considered to be a material modification of the Service Plan. The Districts shall be permitted to build any Improvements that are approved by the City through the permitting process.

1. Water.

a. Potable Water. The District shall have the power to provide for the design, acquisition, construction, completion and installation, of a complete potable water supply, storage, transmission and distribution system, meeting the current City standards, which may include, but shall not be limited to, reservoirs, water pumps, pump stations, transmission lines, storage tanks, distribution mains and laterals, fire hydrants, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within, and, to the extent allowable by law, without the boundaries of the District. A general description and preliminary engineering sketch of the potable water facilities to be constructed and/or acquired are set forth in **Exhibit D-1** attached hereto. The potable water supply system will supply the potable water needs for the Development Area as development occurs. Water facilities and service arrangements to the entire Development Area will be provided by the District in coordination with the City. The District or City may acquire water rights and build the potable water facilities for the Development Area. The potable water facilities may be constructed in phases. It is anticipated that, following acceptance by the City, the City will own, operate and maintain the potable water system.

b. Non-potable Water. The District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of a complete non-potable water supply storage, transmission and distribution system, which may included but shall not be limited to, water pumps, pump stations, transmission lines, storage facilities, distribution mains and laterals, irrigation facilities, canals, ditches, wells, flumes, partial flumes, head gates, drop structures, land and easements and all necessary, incidental and appurtenant facilities, together with extensions of and improvements to said system within, and to the extent allowable by law, without the District. Any such non-potable supply system shall

be reviewed and approved by the City prior to the commencement of construction. Any use of non-potable water shall not be violative of any agreement by and between the City and the Denver Water Board. The non-potable water supply system may be used to supply some or all of the non-potable water needs for the Development Area as development occurs. The District shall acquire the water rights and build the non-potable water facilities for the Development Area. The non-potable water facilities may be constructed in phases. It is anticipated that, following completion of construction, the District or one or more association of landowners will own, operate and maintain the non-potable water supply system.

2. Sanitation. The District shall have the power to provide for the design, acquisition, construction, completion and installation of a complete sanitary sewage collection and transmission system, meeting then-current City standards, which may include, but shall not be limited to, collection mains and laterals, lift stations, transmission lines, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said system within, and, to the extent allowable by law, without the boundaries of the District. A general description and preliminary engineering sketch of the sanitary sewer facilities to be constructed and/or acquired are set forth in **Exhibit D-2** attached hereto. The sanitary sewer system will be designed to supply the sanitary sewer needs for the Development Area as development occurs. Sanitary sewer facilities and service arrangements to the entire Development Area will be provided by the District in coordination with the City. The sanitary sewer facilities may be constructed in phases. It is anticipated that, following acceptance by the City, the City will own, operate and maintain the sanitary sewer system.

Storm Water. The District shall have the power to provide for the design, acquisition, construction, completion and installation of a storm water collection and

transmission system, meeting then-current City standards, which may include but shall not be limited to, storm water, flood control and surface drainage and water conveyance facilities and systems, culverts, box culverts, inlets, outlets, pipes, regional or local detention/retention ponds and associated irrigation facilities, land and easements and all necessary, incidental and appurtenant facilities, together with extensions of and improvements to said system within, and to the extent allowable by law, without the District. A general description and engineering sketch of the storm water facilities to be constructed and/or acquired are set forth in **Exhibit D-4**, attached hereto. Storm water facilities and service arrangements to the entire Development Area will be provided by the District in coordination with the City. The District or the City may construct storm water facilities for the Development Area. It is anticipated that, following acceptance by the City, the City will own, operate and maintain the regional storm water facilities. The District or other appropriate entities will own, operate and maintain local storm water facilities.

3. Streets. The District shall have the power to provide for the design, acquisition, construction, completion and installation of street improvements, meeting then current City Standards, including, but not limited to subgrade asphalt or concrete paving, curbs, gutters, culverts, and other drainage facilities, sidewalks, bike paths, trails and pedestrian ways, bridges, overpasses, underpasses, interchanges, median islands, lighting, grading, landscaping and irrigation, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within, and, to the extent allowable by law, without the boundaries of the District . A general description and preliminary engineering sketch of the street facilities to be constructed and/or acquired are set forth in **Exhibit D-3** attached hereto. It is anticipated that, following acceptance by the City, the

City will own, operate and maintain the streets, sidewalks, pedestrian and bike lanes. The District may supplement the City's maintenance as may be agreed to by separate agreement between the Districts and the City. It is anticipated that, following acceptance by the County, the County will own, operate and maintain the street improvements constructed by the Districts with respect to any county-owned roads. It is anticipated that all streetscaping improvements will be maintained by one of the Districts or one or more associations of landowners within the Development Area. In order to assure consistency with City transportation plans and policies, the District shall not exercise any use of eminent domain relating to roads or transportation without the prior written consent of the City.

4. Safety Protection. The District shall have the power to provide for the design, acquisition, construction, completion and installation of safety protection improvement facilities, meeting then-current City standards, on walkways, bike paths, streets, highways and railroad crossings, which may include but shall not be limited to, signalization, signing, striping, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within, and to the extent allowable by law, without the boundaries of the District. It is anticipated that, following acceptance by the City, the City will own, operate and maintain all such safety protection improvements.

5. Parks and Recreation. The District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of parks and recreational facilities and programs including, but not limited to, parks, bike paths and pedestrian ways, trails, fields, open space, landscaping, cultural activities, community recreational centers, golf courses, water bodies, irrigation facilities, and other active and passive recreational facilities and programs, and all necessary, incidental and appurtenant facilities, land

and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District and the Development Area. A general description and preliminary engineering sketch of the park and recreation improvements to be constructed and/or acquired are set forth in **Exhibit D-5** attached hereto. All such parks and recreational facilities will be owned and maintained by NJRD, the City, by one of the Districts or by one or more associations of landowners within the property.

6. Transportation. Under any mutually agreed separate contract or intergovernmental agreement with the City, the District shall have the power to provide for the design, acquisition, construction, completion and installation of a system to transport the public by bus, rail or any other means of conveyance or combination thereof, or pursuant to contract, including park and ride facilities and parking lots, structures and facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extension of improvements to said facilities or systems within, and to the extent allowed by law, without the District. Any item, facility, project or system shall be consistent with the City's transportation plans and policies, the plan and policies of the Regional Transportation District and all other appropriate local, state or federal agencies. Following acceptance, it is anticipated that the transportation improvements will be owned, operated and maintained by the City or other appropriate jurisdiction.

7. Television Relay and Translation. The District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of television relay and translation facilities and programs, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or programs within and without the boundaries of the

District and the Development Area. Following acceptance, the television relay and translation improvements will be owned, operated and maintained by the District or other appropriate jurisdictions.

8. Mosquito Control. The District shall have the power to provide for the eradication and control of mosquitoes, including, but not limited to, elimination or treatment of breeding grounds, and purchase, lease, contracting or other use of equipment or supplies for mosquito control.

9. Fire Protection. The Coal Creek FPD and the AFD currently provide fire protection service within the Development Area. The District shall have the limited power to provide for the financing of and design, acquisition, construction, completion, installation, operation and maintenance of facilities and equipment for fire protection, including fire stations, ambulance and emergency medical response and rescue services and diving and grappling stations and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said systems within and without the boundaries of the District and the Development Area. Following acceptance, the fire protection improvements and facilities will be transferred to the appropriate fire district for ownership, operation and maintenance. The District's authority to provide limited fire protection services and facilities shall be subject to an agreement between the District and the City pursuant to Section 32-1-107(3)(b)(IV), C.R.S. It is the express intent of this Service Plan that the District's authority to provide limited fire protection service and facilities shall be exercised cooperatively with an existing fire service provider; rather than authorize the creation of an independent fire department as a part of the District.

10. Other Powers. In addition to the enumerated powers, the Board of Directors of the District (“Board”) shall also have the following authority:

a. Plan Amendments. To amend the Service Plan as needed, subject to the appropriate statutory procedures. The District may independently amend its Service Plan through the City's process and without the approval of any of the other Jefferson Center Metropolitan Districts.

b. Phasing, Deferral. Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities, to better accommodate the actual pace of growth, resource availability, and potential inclusions and exclusions of property within the District. No deferral or rescheduling shall have the effect of materially degrading or impinging on the function, utility or operation of facilities and improvements already accepted by the City for operations.

c. Additional Services. Except as specifically provided herein, to provide any and all or none of such additional services and exercise such powers as are expressly or impliedly granted by Colorado law. The District shall have the authority pursuant to Section 32-1-1101(1)(f)(I), C.R.S. and Section 32-1-1101(1.5)(a) through (1.5)(e), C.R.S., to divide the District into one or more areas consistent with the services, programs and facilities to be furnished therein. The exercise of such authority shall not be deemed a material modification of this Service Plan.

B. Standards of Construction/Statement of Compatibility.

1. The District's water system will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, the City and any other jurisdiction, as appropriate, to the degree they have jurisdiction or oversight.

2. The sanitary sewer facilities will be designed, constructed and maintained in accordance with the standards of the Colorado Department of Health, the City, and any other applicable local, state or federal rules and regulations.

3. All streets and safety protection facilities to be dedicated to the City will be constructed in accordance with the standards and specifications of the City or the County or State, where applicable, if at all.

4. All storm sewers and facilities will be constructed in accordance with the standards and specifications of the City, and the Urban Drainage and Flood Control District and other local jurisdictions, as appropriate.

5. All parks and recreational facilities and/or services will be constructed in accordance with engineering and design requirements appropriate for the surrounding terrain, and shall meet or exceed the standards of the City, NJRD or other local public entities, as appropriate.

6. All transportation facilities and/or services will be provided in accordance with the standards and specifications of the City, if any, or other local public entities, as appropriate.

7. All television relay and translation facilities and/or programs will be provided in accordance with the standards and specifications of the City, or other public entities, as appropriate.

8. All mosquito eradication and control facilities will be designed, constructed, maintained and operated in accordance with the standards and specifications of the Colorado Department of Health, the City, if any, or other jurisdictions, as appropriate.

9. All fire protection facilities and services will be designed, constructed and maintained in accordance with the standards of the City or any other applicable local, state or federal rules and regulations.

VI. ASSESSED VALUATION

For purposes of the Financial Plan, the property within the District's Boundaries is assumed to have an assessed valuation of \$-0-. The projected build-out for the proposed District is set forth in the Financial Plan attached hereto as **Exhibit C**. The projected assessed valuation of the property within the Development Area, based upon the land use expectations heretofore noted, is set forth in the Financial Plan. At build-out, the cumulative assessed valuation is expected to be Six Hundred Thirteen Million Dollars (\$613,000,000).

VII. ESTIMATED COSTS OF FACILITIES

The estimated costs of the Improvements to be designed, constructed, installed and/or acquired by the District and/or the Districts are approximately Two Hundred Fifty-Six Million Thirty-One Thousand Four Hundred Fifty Dollars (\$256,031,450), as set forth in the Infrastructure Master Plan provided by TST dated October 6, 2003, which may be amended from time to time, of which One Hundred Sixty-Seven Million Five Hundred Thirty-One Thousand Four Hundred Fifty Dollars (\$167,531,450) are anticipated to be used for wholesale improvements ("Wholesale Improvements"). Such amendment(s) shall not be considered a material modification of this Service Plan as long as the amendment(s) has been approved by the District and the City of Arvada as a part of construction permitting and review. Subject to the debt limitations provided for in Section X of this Service Plan, the District will be authorized to fund any combination of the Wholesale Improvements.

In addition, the Districts will be designing, constructing, installing and/or acquiring approximately Eighty-Eight Million Five Hundred Thousand Dollars (\$88,500,000) of Improvements that are local improvements specific to development within each District (“Secondary Improvements”). The Districts anticipate that, based upon anticipated build-out projections and assuming compliance with City construction requirements, the following amounts of Secondary Improvements will be funded by the following Districts: approximately Forty-Six Million Five Hundred Thousand Dollars (\$46,500,000) for District No. 1, approximately Twelve Million Dollars (\$12,000,000) for District No. 3, approximately Fifteen Million Dollars (\$15,000,000) for District No. 4 and approximately Five Million Dollars (\$5,000,000) for District No. 5. The exact amounts to be allocated to each district will be determined at the time of execution of an FFCO Agreement by and between the Districts. In addition, if the Mountain Shadows development is annexed into the City and has a service plan approved that is substantially similar to the service plans for District Nos. 1 through 5, the Mountain Shadows development will upon entering into the FFCO Agreement, be able to fund approximately Ten Million Dollars (\$10,000,000) of Secondary Improvements for its project.

The FFCO Agreement will set forth that the proponents of any properties seeking subsequent inclusion into one of the Districts may be required to make a cash contribution of their “fair share” of the Wholesale Improvements being financed and constructed by the Districts, the amount of which cash contribution will be determined in the discretion of District No. 2, as the Service District.

VIII. REGIONAL IMPROVEMENTS / INTERGOVERNMENTAL AGREEMENT

A. Coordinated Services of the Districts.

As discussed throughout this Service Plan, the relationship between the District as the Service District and the Financing Districts, will be established through a proposed FFCO Agreement. The FFCO Agreement will specify the rights and responsibilities of the District to finance, own, acquire, operate, construct and maintain the Improvements needed to serve the Development Area in conjunction with financing provided by the Financing Districts; provided, however, that with the prior written consent of the other Financing Districts and the District, the District or the other Financing Districts may determine to finance, own, operate, construct and maintain certain of the Improvements to serve the development within such Financing District. The FFCO Agreement will establish the procedures and standards for the approval of the design, operation and maintenance of the Improvements. Additionally, the FFCO Agreement will provide the procedures for coordinated financing, budgeting and administrative oversight and management. Each of the Districts will be authorized to finance and construct the Secondary Improvements within each respective District.

B. Intergovernmental Agreements.

District No. 1 has entered into intergovernmental agreements with the City, NJRD and Jefferson Center Associates, a developer of land within the Development Area. Additionally, the District may enter into intergovernmental agreements with the City, the County, NJRD, or any other municipality, county, special district, or other governmental entity as may be necessary for the provisions of services pursuant to this Service Plan.

IX. OPERATION AND MAINTENANCE / ESTIMATED COSTS

Subject to the applicable warranty, the District intends to dedicate certain facilities constructed or acquired, to the appropriate jurisdiction for operations and maintenance. Improvements completed by the District may be owned, operated and/or maintained by the District subject to the receipt of financing from the Financing Districts pursuant to the FFCO Agreement. It is anticipated that the Financing Districts will initially impose an operation and maintenance mill levy approximately four (4) mills to cover the operating costs of the Districts. No fees will be charged by the Districts for the operation and maintenance of the Improvements on residential units after the issuance of a certificate of occupancy for such units, with the exception of fees for the provision of and/or the operation and maintenance of park and recreation improvements. Such park and recreation fees shall only be charged in concurrence with the City. The Districts will have the authority to impose fees payable at or before issuance of a building permit to contribute to the cost of acquisition or development of water rights and other capital improvements authorized by the Service Plan.

The Mill Levy Cap, as hereafter defined, does not apply to the Financing Districts' ability to increase their mill levy as necessary for provision of operation and maintenance services to the Development Area. However, there are statutory and constitutional limits on the Financing Districts' ability to increase their mill levy for operation and maintenance services without an election. The District anticipates operation, maintenance and administrative expenses of Seventy-Five Thousand Dollars (\$75,000) for the year 2003, and increases from year to year thereafter in an amount sufficient to address the operation, maintenance and administrative expenses of the District.

Prior to the District having sufficient revenue to cover its ongoing operations and maintenance expenses, the developers of property within the District will advance funds to the

District. The District will have the authority to repay the developers for amounts advanced for operations and maintenance expenses, together with interest thereon, the rate of which shall not exceed the current market rate as determined by an independent underwriter or financial advisor selected by the District.

X. FINANCIAL PLAN/PROPOSED INDEBTEDNESS

A. General Discussion.

The Districts will enter into an FFCO in which the Districts will agree to use the mill levy revenues received by the Districts for construction, operation and maintenance of the Improvements. The Districts will enter into an agreement with the Arvada Urban Renewal Authority (“AURA”) whereby the AURA will agree that the portion of revenues which the AURA receives as a result of tax increment revenues which are attributable to the Districts' current and future levy of *ad valorem* taxes on real and personal property within the area encompassed by the Urban Redevelopment Plan (“District Taxes”) will be segregated by the AURA and paid to the Districts to be used in the construction and financing of Improvements and for operation and maintenance expenses. The Districts will enter into an agreement with the AURA and the City (“Intergovernmental Agreement”) whereby the Districts will receive from the AURA certain incremental increases in property taxes (“Property Tax Increment”) over a twenty-five (25) year period from the date of creation of the AURA. The Property Tax Increment received by the Districts will be used to complete the Improvements generally described in the Service Plan. The District will phase construction of the Improvements in accordance with the build-out of the Districts such that the properties will produce revenue sufficient to repay the indebtedness of the Districts. The Financial Plan demonstrates that the

Districts have the ability to finance the facilities identified herein, and will be capable of discharging the debt on a reasonable basis.

Pursuant to the terms of the FFCO Agreement, the Financing Districts shall be responsible for financing some of the costs of the Improvements for the Development Area through the issuance of general obligation bonds. In order to finance the Improvements, the Financial Plan anticipates the issuance of general obligation debt in the total amount of Four Hundred Million Dollars (\$400,000,000) and the anticipated repayment based on the projected development in the District's Boundaries and the Development Area. It is anticipated that the first bond issue will occur in approximately the year 2004 and subsequent bond issues will occur as assessed valuation and development within the District warrant. Prior to the time of the issuance of any general obligation debt, the construction costs for necessary improvements will be paid by the developers of the property within the District, subject to subsequent acquisition by the District or District No. 1 of the completed improvements and payment to the developers of such construction costs together with accrued interest thereon. The proposed FFCO Agreement will provide that each Financing District will have a cap on its total obligation and each Financing District shall only be required to fund on an annual basis that amount the applicable Financing District would be capable of funding through tax revenues resulting from the imposition of a mill levy cap as defined in each Financing District's Service Plan.

B. Revenue Bonds.

The District shall have the authority to issue revenue bonds in the total aggregate principal amount of One Hundred Million Dollars (\$100,000,000). It is anticipated that the Financing Districts will each make a general obligation pledge to the District and/or issue bonds in the amount of Four Hundred Fifty Million Dollars (\$450,000,000) to assist in financing the Improvements; however the total amount of general obligation debt issued by all of the

Financing Districts shall not exceed Four Hundred Fifty Million Dollars (\$450,000,000). In addition, the bonds may also be paid from the facilities fees which are anticipated to be imposed by the District and/or the Financing Districts. The amount of bonds anticipated to be issued exceeds the construction costs. This will allow for unforeseen contingencies and increases in construction costs due to inflation, expansions of the Financing District's boundaries, and to cover all issuance costs, including capitalized interest, reserve funds, discounts, legal fees and other incidental costs of issuance. Prior to the first issuance of such bonds, it is anticipated that the developers will advance funds for the construction of the Improvements which advances will accrue interest and, as such, the principal amount of bonds issued by the District will be increased to cover such costs.

Prior to the issuance of any revenue bonds, the District will have a rate study prepared based on the estimated capital costs and operation and maintenance costs for the Improvements that will be necessary to serve the next phase of service demand. The District will implement a schedule of rates, fees and charges as determined from the rate study, which will provide sufficient revenue for the payment of principal and interest on the District's indebtedness, as well as provide the necessary revenue for ongoing operation, maintenance and capital repair and replacement of the Improvements.

The proposed FFCO Agreement will provide that each Financing District will have a cap on its total obligation and each Financing District shall only be required to fund on an annual basis, that amount the applicable Financing District would be capable of funding through tax revenues resulting from the imposition of a mill levy cap as defined in each Financing District's Service Plan and its facilities fees. The maximum voted interest rate is anticipated to be eighteen percent (18%) and the maximum discount is anticipated to be five percent (5%). The

exact interest rates and discounts will be determined at the time the bonds are sold by the District or the Financing Districts, and will reflect market conditions at the time of sale. The District may also issue notes, certificates, debentures or other evidences of indebtedness, including, but not limited to, contracts that extend beyond one year.

The revenue bonds issued, if any, shall bear interest at a rate such that the net effective interest rate of the issue of bonds does not exceed the maximum net effective interest rate authorized, payable semiannually or annually. The resolution authorizing the issuance of such bonds shall specify the maximum net effective interest rate. Such bonds may be issued in one or more series, may bear such date, may mature at such time not exceeding the estimated life of the improvements as determined by the District's Board of Directors, but in no event beyond forty (40) years from their respective dates, may be in such denominations, may be payable in such medium of payment, such place within or without the state, including, but not limited to, the office of any county treasurer in which the District is located wholly or in part, may carry such registration privileges, may be subject to such terms of redemption in advance of maturity in such order or by lot or otherwise at such time with or without a premium, may be executed in such manner, may bear such privileges for reissuance in the same or other denominations, may be so reissued, without modification of maturities and interest rates, and may be in such form, as may be provided by the District's Board of Directors. The revenue bonds issued by the District shall never constitute debt or indebtedness of the District, the City or any other political subdivision of the state within the meaning of any provision or limitation of the laws of Colorado or the state constitution and shall not constitute nor give rise to a pecuniary liability of the District or charge against its general credit or taxing powers.

The District may capitalize interest to permit payment of interest during the time lapse between development of properties and collection of fees, rates, tolls and charges, and to establish reserve funds. Interest income through the reinvestment of construction funds will provide additional income. The projected revenue sources will retire the proposed bonds if growth occurs as projected; otherwise increases in and/or the imposition of new rates, tolls, fees and charges may be necessary.

C. General Obligation Bonds.

If the District determines to issue general obligation bonds, the District will seek authority from its electorate to incur general obligation debt for various purposes in an aggregate amount not to exceed Four Hundred Million Dollars (\$400,000,000). The amount of bonds which may be issued exceeds the estimated construction costs. This will allow for the utilization of alternative financing mechanisms, unforeseen contingencies, increases in construction costs due to inflation, expansions of the Financing Districts' boundaries, and to cover all issuance costs, including capitalized interest, reserve funds, discounts, legal fees and other incidents of costs of issuance. Prior to the first issuance of such bonds, it is anticipated that the developers will advance funds for the construction of the Improvements which advances will accrue interest and, as such, the principal amount of bonds issued by the District will be increased to cover such costs.

Pursuant to Section 32-1-1101, C.R.S., bonds would mature not more than forty (40) years from the date of issuance, with the first maturity being not later than three years from the date of their issuance. The maximum voted interest rate is anticipated to be eighteen percent (18%) and the maximum underwriting discount is anticipated to be five percent (5%). The exact interest rates and discounts will be determined at the time the bonds are sold by the District, and will reflect market conditions at the time of sale. The District may also issue notes, certificates,

debentures or other evidences of indebtedness, including but not limited to contracts that extend beyond one year.

D. Mill Levy.

It is anticipated that the Financing Districts will impose a mill levy on all taxable property within their boundaries as a primary source of revenue for repayment of debt service and operations and maintenance. In addition, the District may capitalize interest to permit payment of interest during the time lapse between development of taxable properties and the collection of tax levies therefrom. Interest income through the reinvestment of construction funds, capitalized interest and annual tax receipts will provide additional funds. These revenue sources, along with the facilities fee, should be sufficient to retire the proposed indebtedness if growth occurs as projected; otherwise, increases in the mill levy and/or the imposition of rates, tolls, fees and charges may be necessary, but in no event shall the debt service mill levy exceed the Mill Levy Cap, as defined below.

The "Mill Levy Cap" shall be the maximum mill levy any of the Districts can promise to impose for payment of general obligation debt, and shall be determined as follows:

1. For that portion of any District's general obligation debt which exceeds 50% of the District's assessed valuation, the Mill Levy Cap for each series of bonds shall be fifty (50) mills; reduced by the number of mills necessary to pay unlimited mill levy general obligation debt described in X.C.2 below; provided that if, on or after January 1, 2004, 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, 2004,

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 that portion of any District's general obligation debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the Mill Levy Cap may be such amount as may be 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 X.C.2. above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's debt to assessed ratio. All debt issued by the Districts 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 Districts are 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 in this 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.

E. Operations.

Annual administrative, operational and maintenance expenses are estimated as shown in Section IX. The Financial Plan projects that the District will have sufficient revenue to pay for its ongoing operations and maintenance expenses. If necessary, however, the District reserves the right to supplement these revenues with additional revenue sources as permitted by law.

XI. DISSOLUTION

It is a material element of this Service Plan that the District shall not be dissolved until there is no outstanding District indebtedness. At such time as there is no outstanding District indebtedness, the District shall file a petition in the District Court for dissolution. Dissolution of the District is subject to compliance with the statutory requirements of Part 7 of Article 1 of Title 32 C.R.S.

XII. CONCLUSION

It is submitted that this Service Plan for the Jefferson Center Metropolitan District No. 2 establishes that:

A. The properties within the Development Area are in need of public improvements in order to be developed. Therefore, there is sufficient existing and projected need for organized service in the area to be serviced by the District;

B. The public improvements necessary to develop the property within the Development Area are not presently provided by the City or any existing special districts. Therefore, the existing service in the area to be served by the District is inadequate for present and projected needs;

C. The Districts will finance the construction of the public improvements through the issuance of general obligation bonds which will be payable from *ad valorem* taxes received as a result of the Districts' mill levy, and from the Property Tax Increment. Therefore, the District is capable of providing economical and sufficient service to the area within its proposed boundaries;

D. The District will enter into an agreement with AURA to receive the District Taxes, and will enter into an agreement with AURA and the City whereby the Districts will

receive the Property Tax Increment. These amounts, together with any fees imposed by the Districts, as set forth in this Service Plan, will provide sufficient revenue for the payment of principal and interest of the Districts' indebtedness, as well as providing the necessary revenue for ongoing operation, maintenance and capital repair and replacement of the infrastructure. Therefore, 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;

E. The properties within the Development Area will be unable to develop without certain public improvements. Presently, the necessary public improvements are not available through the City or nearby special districts. Therefore, adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

F. The Districts shall be permitted to build any Improvements that are approved by the City through the permitting process. Therefore, 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), Colorado Revised Statutes;

G. The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-106, C.R.S.; and

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

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

EXHIBIT A

Legal Description of District's Boundaries

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 23, TOWNSHIP 2 SOUTH RANGE 70 WEST, OF THE 6TH P.M.; CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23 TO BEAR N00°57'09"W, AS DESCRIBED ON THE LAND SURVEY PLAT OF PSM PROPERTIES, INC. RECORDED AT THE JEFFERSON COUNTY CLERK AND RECORDERS OFFICE, RECEPTION NO. F0967966, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 23 THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, S00°57'09"E, 890.24 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE, S00°57'09"E, 173.75 FEET;
THENCE S88°48'58"W, 249.01 FEET;
THENCE N01°11'02"W, 173.75 FEET;
THENCE N88°48'58"E, 249.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.99 ACRES (43,326 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

EXHIBIT B-1

Property Map

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

CIMARRON METRO DISTRICT

Glen Young & Company
 (Deed - Rec. No. 336210)

(POINT OF COMMENCEMENT)
 NE COR SEC 23
 FOUND 2" PIPE W 2" STEEL CAP
 NO IS NO. (ON E-W FENCE LINE AND 3.7' W
 TO N-S FENCE LINE EXTENSION)

POINT OF BEGINNING

S00°57'09"E
 890.24'

N88°48'58"E
 249.71'

N88°48'58"E
 250.42'

S00°57'09"E

173.75'

N01°11'02"W

173.75'

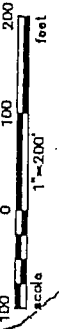
S82°16'58"W

249.01'

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 DIRECTOR PARCEL

S00°57'09"E 2208.64'
 (BASIS OF BEARING)

EAST 1/4 COR. SEC. 23 FOUND 3" X 12" X 10" STONE MARKED 1/4"
 (1.0' EAST TO FENCE LINE)



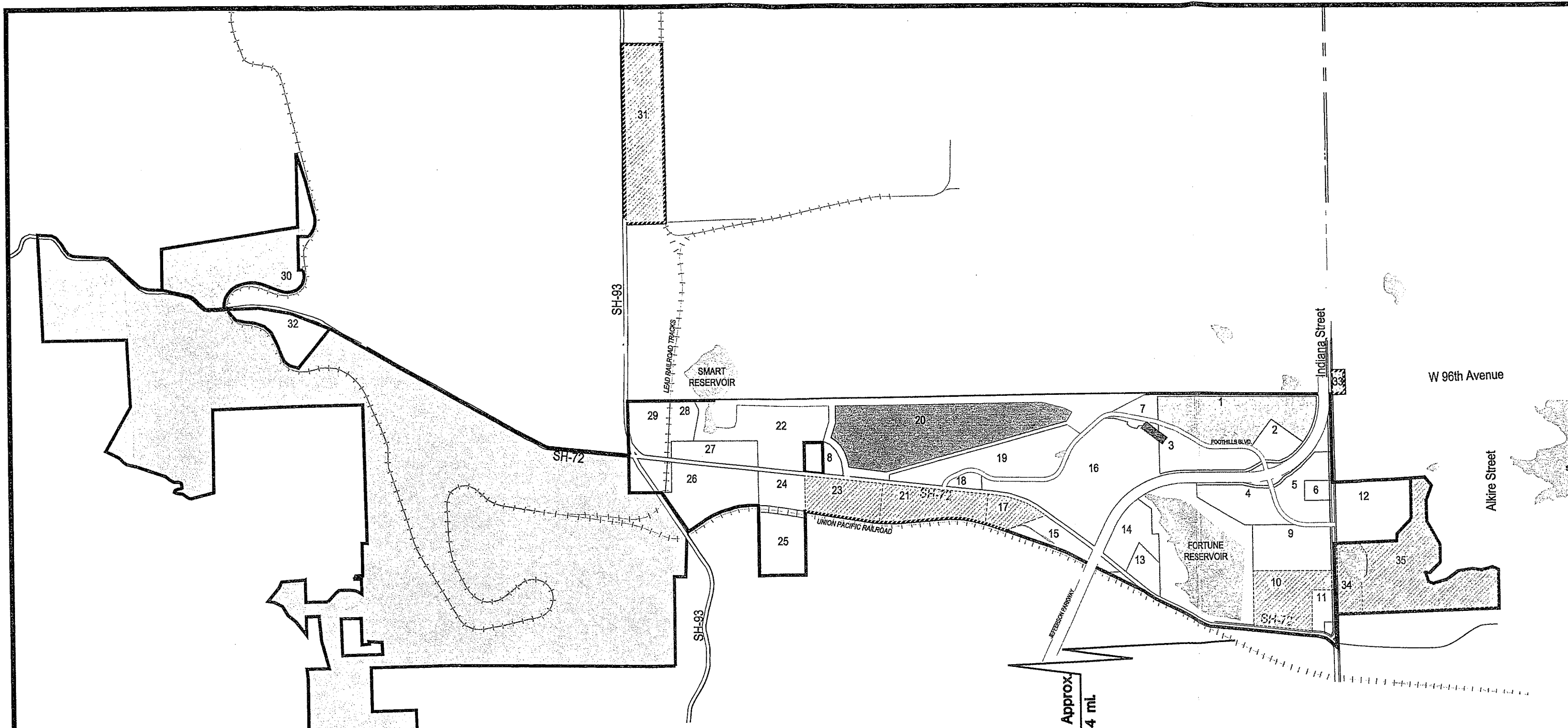
TST, INC.

Consulting Engineers

K:\638\001\DWGS\legol_exhibit_jcm1_bdy.dwg

EXHIBIT B-2

Service Area



LEGEND

- SERVICE AREA
- SECTION LINE (TYP.)
- BOUNDARY LINES (TYP.)
- JCMD No. 1
- District 2
- Canyon Pines - Residential
- Vauxmont - Residential
- Cimieron - Residential
- JCMD No. 1 (Open Space)
- Mountain Shadows - Residential
- Not Currently in City Limits

Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	102.8	Office
2	25	Retail	20	222.6	Residential
3	58	Retail	21	52.2	Industrial
4	54	Retail	22	122.8	Office
5	51	Retail	23	49.9	Industrial
6	10	Residential	24	27.9	Industrial
7	13.1	Office	25	57.9	Industrial
8	9.4	Office	26	77.3	Retail
9	78.9	Office	27	39.5	Retail
10	63.4	Office	28	27.5	Industrial
11	17.5	Office	29	62.3	Retail
12	90	Office	30	180	Residential
13	26.4	Retail	31	1.8	Office
14	71.3	Industrial	32	57.5	Residential
15	40	Industrial	33	6	Retail
16	195.6	Industrial	34	22.1	Office
17	28.7	Industrial	35	179.4	Residential
18	9.4	Office	36	20	Retail

FIGURE 1-2
JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1
ULTIMATE SERVICE AREA

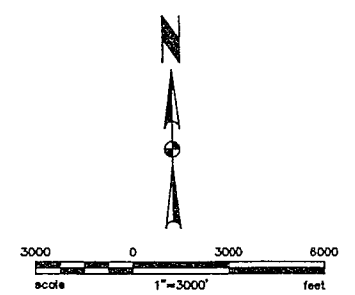


EXHIBIT C

Combined Financial Plan for
Jefferson Center Metropolitan District Nos. 1 through 6

Derived Revenue Assumptions from
Attachment A to the Memorandum of Understanding By and Between
the City of Arvada, the Jefferson Center Metropolitan District No. 1,
Jefferson Center Associates and Certain Individuals
dated July 1, 2003

Urban Renewal Revenue to 2028	\$ 165,679,149
District Property Tax to 2035	\$ 90,366,791
Total Revenue	\$ 256,045,940

Total Revenue to 2035 (IGA)	\$ 219,501,854
Additional Revenue under proposal	\$ 36,544,086

Total Revenue to 2055 (this proposal)	\$ 369,230,662
Total Revenue to 2055 (IGA to 2035)	\$ 332,686,575
Additional Revenue	\$ 36,544,087

JCMD assesses a Gallagher adjusted mill levy of 40 mills for residential and 25 for commercial properties.

District Property Tax Revenues	
Total to 2035	\$ 90,366,791
Present Value to 2035	\$ 34,327,670

(District Property Tax revenues and other revenues (not included in the calculation) will be used for Improvements outside the Urban Renewal Area)

Derived Development Assumptions from
Attachment A to the Memorandum of Understanding By and Between
the City of Arvada, the Jefferson Center Metropolitan District No. 1,
Jefferson Center Associates and Certain Individuals
dated July 1, 2003

1. Vauxmont Land Use
 - a. Based on Outline Development Plan
 - b. 228 single-family units (181.06 acres)
 - c. 290 multi-family units (41.50 acres)
 - d. 130.93 acres Office
 - e. 322.74 acres Industrial
 - f. 45.6 acres Industrial-Plains Bnd
 - g. 130.28 acres (135.88 total less 5.6 acres for parcel 29 west of Hwy 93) retail
 - h. 253.69 acres Open Space
 - i. 10.00 acres Open Space-Plains End

2. Cimarron Land Use
 - a.. 160 acres Retail
 - * Estimate based on Comp Plan
 - b. 133 acres Office
 - * Based on 50% of remaining acres after retail is subtracted
 - c. 133 acres Industrial
 - * Based on 50% of remaining acres after retail is subtracted
 - d. 0 acres Residential
 - e. 0 acres Open Space
 - * a 20% discount factor should be applied to all land use types to account for unusable land, ROW etc. See below.

3. Canyon Pines
 - a. 90 Single Family Residential Units

4. Westwoods Center
 - a. 29 acres Retail

5. Market Value per unit of residential or per sq. ft. non-residential
 - a. Vauxmont Single-Family average \$500,000
 - b. Vauxmont Single-Family average \$300,000
 - c. Canyon Pines Single-Family average \$733,444
 - d. Office \$135/sq. ft.
 - e. Retail \$100/sq. ft.
 - f. Industrial \$50/sq. ft.

6. Mill Levy
 - a. District mill levy is 40 for residential uses

- b. District mill levy is 25 for non-residential uses
 - * Separate Service Plans will be required for residential and non-residential properties
 - * The Vauxmont area will be in multiple service plans

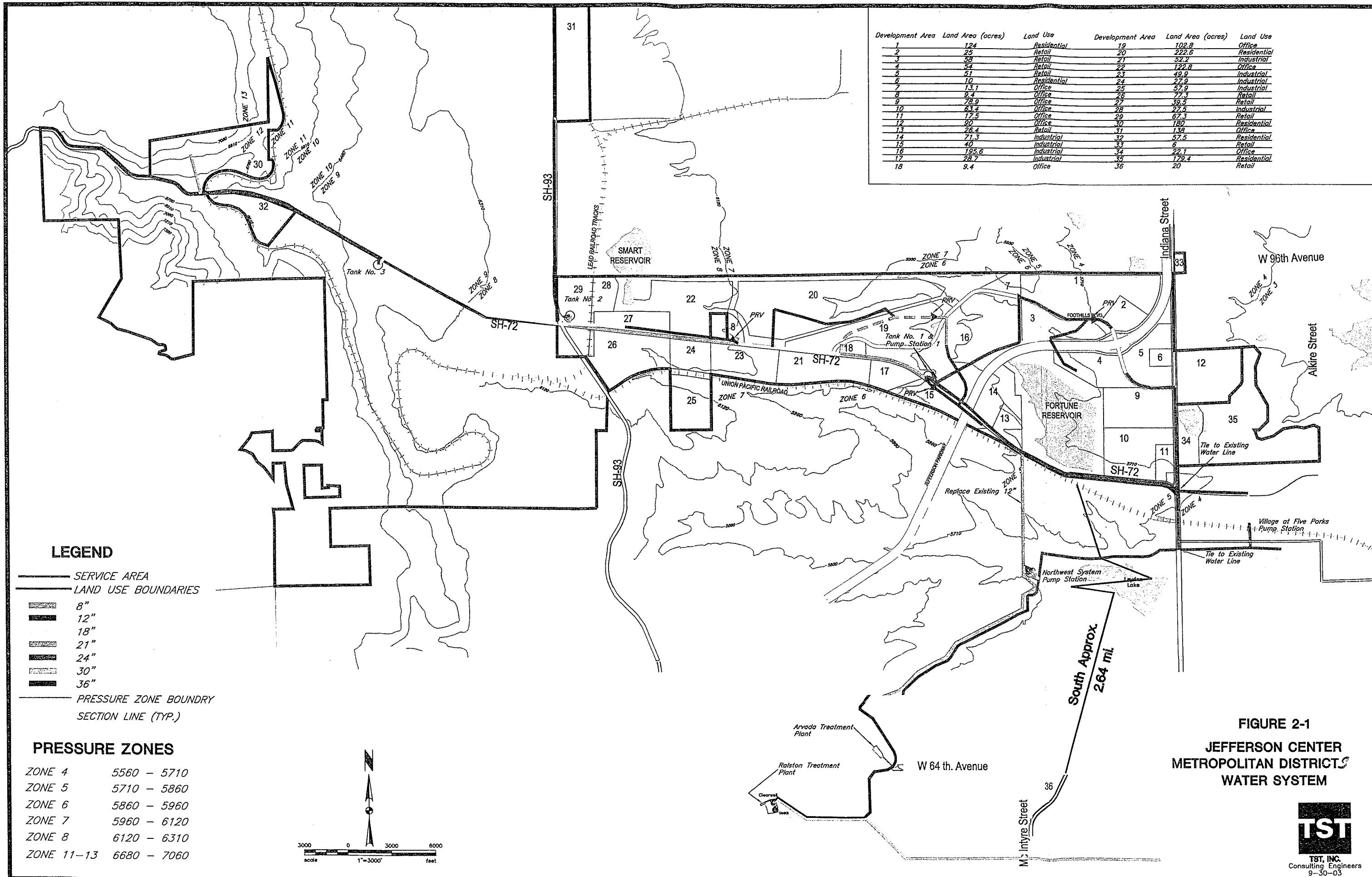
- 7. Assessment Ratio
 - a. Residential 7.96%
 - b. Commercial 29%

EXHIBIT D

Depiction of Location of Public Improvements

EXHIBIT D-1

Wholesale Water Improvements



Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	102.8	Office
2	25	Retail	20	222.6	Residential
3	58	Retail	21	52.2	Industrial
4	34	Retail	22	122.8	Office
5	51	Retail	23	49.9	Industrial
6	10	Residential	24	27.9	Industrial
7	13.1	Office	25	57.9	Industrial
8	9.4	Office	26	77.3	Retail
9	78.9	Office	27	39.5	Retail
10	63.4	Office	28	27.5	Industrial
11	17.5	Office	29	67.3	Retail
12	90	Office	30	180	Residential
13	26.4	Retail	31	1.38	Office
14	71.3	Industrial	32	57.5	Residential
15	40	Industrial	33	6	Retail
16	195.6	Industrial	34	22.1	Office
17	28.7	Industrial	35	179.4	Residential
18	9.4	Office	36	20	Retail

LEGEND

- SERVICE AREA
- LAND USE BOUNDARIES
- 8" (stippled pattern)
- 12" (horizontal lines)
- 18" (vertical lines)
- 21" (diagonal lines /)
- 24" (diagonal lines \)
- 30" (cross-hatch pattern)
- 36" (dotted pattern)
- PRESSURE ZONE BOUNDARY SECTION LINE (TYP.)

PRESSURE ZONES

- ZONE 4 5560 - 5710
- ZONE 5 5710 - 5860
- ZONE 6 5860 - 5960
- ZONE 7 5960 - 6120
- ZONE 8 6120 - 6310
- ZONE 11-13 6680 - 7060

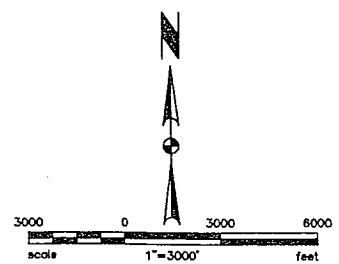


FIGURE 2-1
JEFFERSON CENTER
METROPOLITAN DISTRICTS
WATER SYSTEM



EXHIBIT D-2

Wholesale Sanitary Sewer Improvements

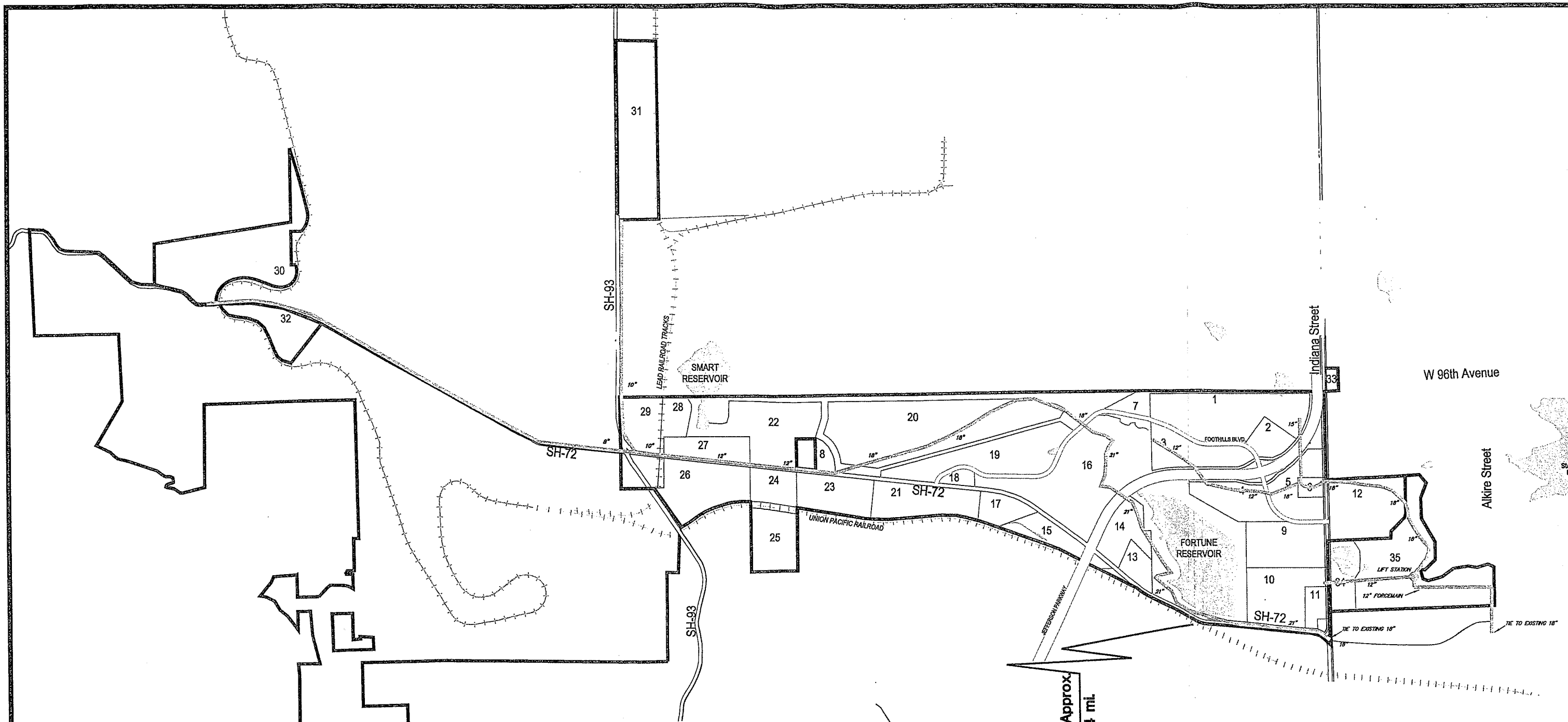


FIGURE 3-1
JEFFERSON CENTER METROPOLITAN
DISTRICT'S
SANITARY SEWER SYSTEM

LEGEND

- SERVICE AREA
- SECTION LINE (TYP.)
- BOUNDARY LINES (TYP.)
- PROPOSED SANITARY SEWER (TYP.)

Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	102.8	Office
2	25	Retail	20	222.6	Residential
3	52	Retail	21	52.2	Industrial
4	54	Retail	22	122.8	Office
5	51	Retail	23	49.9	Industrial
6	10	Residential	24	27.9	Industrial
7	13.1	Office	25	57.9	Industrial
8	9.4	Office	26	77.3	Retail
9	78.9	Office	27	39.5	Retail
10	63.4	Office	28	27.5	Industrial
11	17.5	Office	29	67.3	Retail
12	90	Office	30	180	Residential
13	26.4	Retail	31	1.38	Office
14	71.3	Industrial	32	57.5	Residential
15	40	Industrial	33	6	Retail
16	195.6	Industrial	34	22.1	Office
17	28.7	Industrial	35	179.4	Residential
18	9.4	Office	36	20	Retail

W 64th Avenue
 South Approx 2.64 mi.
 Mc Intyre Street

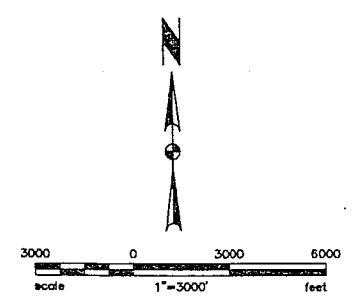
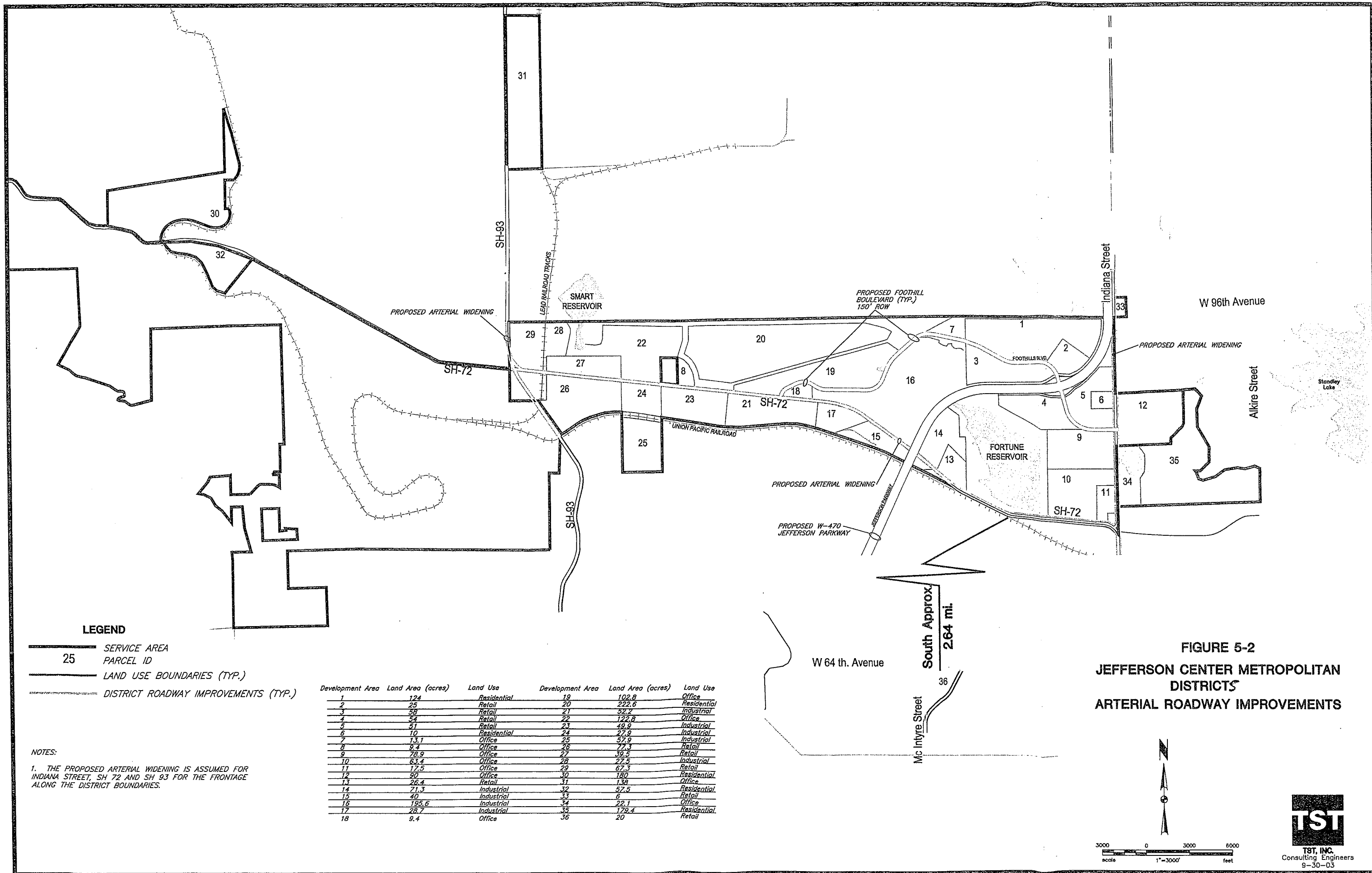


EXHIBIT D-3

Wholesale Street Improvements



LEGEND

- SERVICE AREA
- PARCEL ID
- LAND USE BOUNDARIES (TYP.)
- DISTRICT ROADWAY IMPROVEMENTS (TYP.)

NOTES:
 1. THE PROPOSED ARTERIAL WIDENING IS ASSUMED FOR INDIANA STREET, SH 72 AND SH 93 FOR THE FRONTAGE ALONG THE DISTRICT BOUNDARIES.

Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	102.8	Office
2	25	Retail	20	222.6	Residential
3	58	Retail	21	52.2	Industrial
4	54	Retail	22	122.8	Office
5	51	Retail	23	49.9	Industrial
6	10	Residential	24	27.9	Industrial
7	13.1	Office	25	57.9	Industrial
8	9.4	Office	26	71.3	Retail
9	26.9	Office	27	39.5	Retail
10	63.4	Office	28	27.5	Industrial
11	17.5	Office	29	67.3	Retail
12	90	Office	30	180	Residential
13	26.4	Retail	31	1.38	Office
14	21.3	Industrial	32	57.5	Residential
15	40	Industrial	33	6	Retail
16	195.6	Industrial	34	22.1	Office
17	28.7	Industrial	35	179.4	Residential
18	9.4	Office	36	20	Retail

FIGURE 5-2
JEFFERSON CENTER METROPOLITAN
DISTRICTS
ARTERIAL ROADWAY IMPROVEMENTS

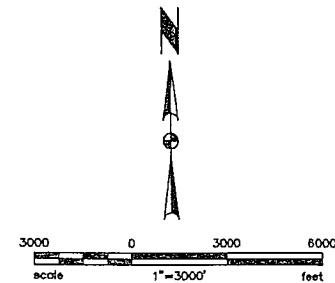
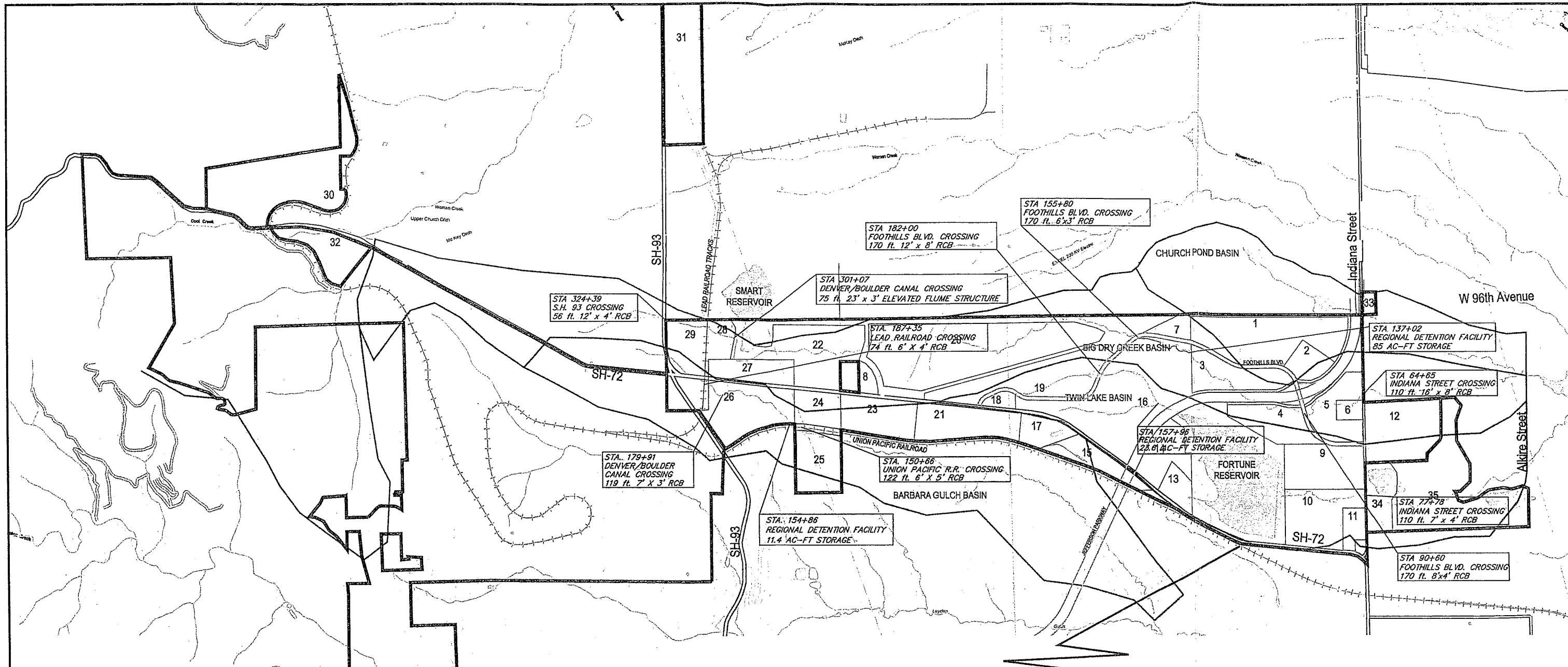


EXHIBIT D-4

Wholesale Drainage Improvements



LEGEND

- 25 SERVICE AREA PARCEL ID
- LAND USE BOUNDARIES (TYP.)
- BASIN BOUNDARIES (TYP.)

Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	102.8	Office
2	25	Retail	20	222.6	Residential
3	58	Retail	21	52.2	Industrial
4	54	Retail	22	122.8	Office
5	81	Retail	23	49.9	Industrial
6	10	Residential	24	27.9	Industrial
7	13.1	Office	25	57.9	Industrial
8	9.4	Office	26	77.3	Retail
9	78.9	Office	27	39.5	Retail
10	63.4	Office	28	27.5	Industrial
11	17.5	Office	29	67.3	Retail
12	90	Office	30	180	Residential
13	26.4	Retail	31	1.38	Office
14	71.3	Industrial	32	57.5	Residential
15	40	Industrial	33	6	Retail
16	195.6	Industrial	34	22.1	Office
17	28.7	Industrial	35	179.4	Residential
18	9.4	Office	36	20	Retail

W 64 th. Avenue

South Approx. 2.64 mi.
Mc Intyre Street

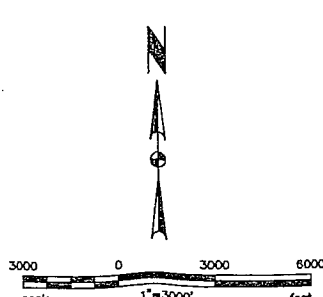
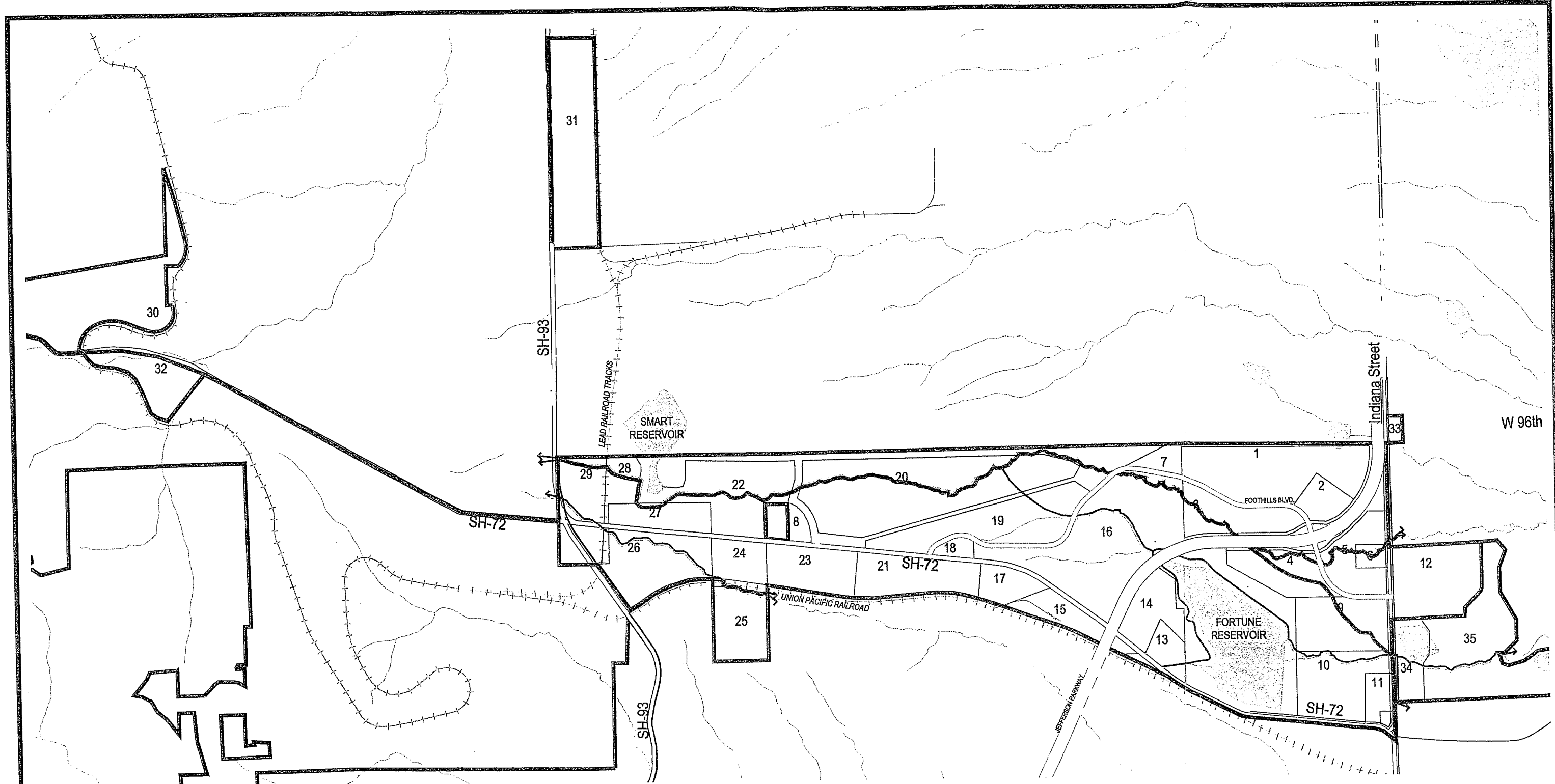


FIGURE 4-1
JEFFERSON CENTER METROPOLITAN DISTRICTS
DRAINAGE IMPROVEMENTS

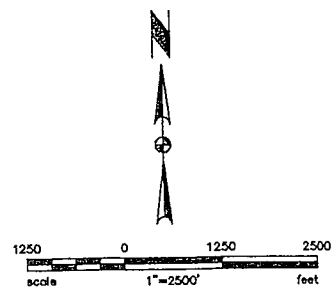
EXHIBIT D-5

Wholesale Trails and Open Space Improvements



LEGEND

-  SERVICE AREA
-  EQUESTRIAN
-  PEDESTRIAN
-  SECTION LINE (TYP.)



NOTES:
 1. JCMD No. 1 BOARD OF DIRECTORS CONSIDERS THE AREA SHOWN AS ITS PROBABLE ULTIMATE SERVICE AREA.
 2. THIS LAND USE PLAN DOES NOT INCLUDE JCMD NO. 1 SERVICE AREA NEAR THE INTERSECTION OF KENDRICK AND W. 64TH AVENUE.

FIGURE 6-1

**JEFFERSON CENTER METROPOLITAN DISTRICTS
 RECREATIONAL TRAIL NETWORK**



TST, INC.
 Consulting Engineers
 9-30-03