

**SERVICE PLAN
FOR
JEFFERSON CENTER
METROPOLITAN
DISTRICT NO. 5
(Canyon Pines Financing District)
(CITY OF ARVADA AND
COUNTY OF JEFFERSON, COLORADO)**

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**SERVICE PLAN
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I. INTRODUCTION

A. Background.

On October 25, 1989, the Jefferson County District Court entered an order and decree creating the 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 District No. 1'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 District No. 1 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 ("District No. 2") as a centralized service district for 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 (the "District" or "District No. 5") and Jefferson Center Metropolitan District No. 6 ("District No. 6") which, together with District No. 1 will all 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 (“NJRD”). 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, 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 and of any municipalities and special districts which are interested parties pursuant to Section 32-1-204(l), 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 180 acres ("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 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, 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; District No. 2; District No. 3; District No. 4; and District No. 6. District No. 1, District No. 2, District No. 3, District No. 4, 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 the "Jefferson Center Metropolitan Districts". District No. 2 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. 6 and the District 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. District No. 2 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 District No. 2 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.

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 then-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, 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. With the possible exception of a pressurized sewer on site, 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 District's 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. 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 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.

VI. ASSESSED VALUATION

For purposes of the Financial Plan, the property within the District's Boundaries is assumed to have a current 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 (\$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 District No. 2, 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 District No. 2 to finance, own, acquire, operate, construct and maintain the Improvements needed to serve the Development Area in conjunction with financing provided the Financing Districts; provided, however, that with the prior written consent of the other Financing Districts and District No. 2, the District or the other Financing Districts may determine to finance, own, operate, construct and maintain 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 Districts 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 District No. 2, 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 of 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 Fifty Thousand Dollars (\$50,000) 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. Proposed General Obligation Indebtedness.

The construction of facilities and provision of services by the District will be primarily financed through the issuance of general obligation bonds, secured by the ad valorem taxing authority of the District, by other District revenues, including but not limited to the Property Tax Increment. The Financial Plan described above reflects the estimated amount of bonds to be sold and fees to be imposed to finance the completion, construction, acquisition

and/or installation of the proposed facilities, including all costs and expenses related to the anticipated bond issuances. The amount of bonds actually sold will be based upon the final engineering estimates and/or actual construction contracts.

It is proposed that the District seek authority from its electorate to incur a multiple fiscal year obligation to remit property tax revenue to District No. 2 in an aggregate amount not to exceed funds necessary to repay debt to be incurred in the amount of Four Hundred Fifty Million Dollars (\$450,000,000), plus interest as described below. In addition, 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 Fifty Million Dollars (\$450,000,000). The Financing Districts shall determine whether to use their debt authorization to pay District No. 2 from a pledge of tax revenues or through the issuance of general obligation bonds; however, the total amount of general obligation debt issued by each of the Financing Districts shall not exceed Four Hundred Fifty Million Dollars (\$450,000,000) ("Debt Limitation"). The amount of bonds anticipated to 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.

C. 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. Although the mill levy may vary depending on each Board's decision to fund the projects contemplated in this Service Plan, it is estimated that a mill levy of forty (40) mills will produce revenue sufficient, together with other funds available, to support the Districts' operations and maintenance and debt service through the bond repayment period. 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.

D. 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. 4 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. 5
(CANYON PINES)
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 70 WEST AND SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18, WHENCE THE WEST QUARTER CORNER THEREOF BEARS $S00^{\circ}49'58''E$, A DISTANCE OF 2558.46 FEET;

THENCE $N00^{\circ}29'52''W$, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2221.38 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, THE FOLLOWING TWENTY ONE (21) COURSES:

1. $S16^{\circ}57'52''E$, A DISTANCE OF 922.56 FEET;
2. $S13^{\circ}58'08''E$, A DISTANCE OF 921.85 FEET TO A POINT OF TANGENT TO SPIRAL;
3. ALONG A SPIRAL TO THE RIGHT ON A CHORD BEARING $S10^{\circ}52'41''E$, A DISTANCE OF 222.44 FEET TO A POINT OF SPIRAL TO CURVE;
4. ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF $S85^{\circ}40'11''W$, A DELTA OF $36^{\circ}06'16''$, A RADIUS OF 611.96 FEET, AN ARC LENGTH OF 385.62 FEET TO A POINT OF CURVE TO SPIRAL;
5. ALONG A SPIRAL TO THE RIGHT ON A CHORD BEARING $S35^{\circ}20'20''W$, A DISTANCE OF 121.21 FEET TO A POINT OF SPIRAL TO TANGENT;
6. $S37^{\circ}01'19''W$, ALONG SAID TANGENT, A DISTANCE OF 217.58 FEET TO A POINT OF CURVE;
7. ALONG A CURVE TO THE LEFT HAVING A DELTA OF $37^{\circ}18'59''$, A RADIUS OF 748.31 FEET, AN ARC LENGTH OF 487.37 FEET TO A POINT OF CURVE TO SPIRAL;
8. ALONG A SPIRAL TO THE LEFT ON A CHORD BEARING $S09^{\circ}20'07''E$, A DISTANCE OF 335.63 FEET TO A POINT OF SPIRAL TO TANGENT;
9. $S14^{\circ}05'59''E$, ALONG SAID TANGENT, A DISTANCE OF 28.57 FEET TO A POINT OF CURVE;
10. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF $05^{\circ}20'47''$, A RADIUS OF 1750.00 FEET AND AN ARC LENGTH OF 163.29 FEET TO A POINT OF COMPOUND CURVE;
11. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF $03^{\circ}17'25''$, A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 22.97 FEET TO A POINT OF CURVE TO SPIRAL;
12. ALONG A SPIRAL TO THE RIGHT ON A CHORD BEARING $S05^{\circ}10'34''E$, A DISTANCE OF 21.88 FEET TO A POINT OF SPIRAL TO CURVE;
13. ALONG A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF $S84^{\circ}57'39''W$, A DELTA OF $80^{\circ}32'25''$, A RADIUS OF 465.83 FEET, AN ARC LENGTH OF 654.81 FEET TO A POINT OF COMPOUND CURVE;

14. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 25°08'30", A RADIUS OF 599.45 FEET AND AN ARC LENGTH OF 263.04 FEET TO A POINT OF CURVE TO SPIRAL;
15. ALONG A SPIRAL TO THE RIGHT ON A CHORD BEARING N72°28'36"W, A DISTANCE OF 242.94 FEET TO A POINT OF SPIRAL TO TANGENT;
16. N69°23'38"W, ALONG SAID TANGENT, A DISTANCE OF 297.39 FEET TO A POINT OF TANGENT TO SPIRAL;
17. ALONG A SPIRAL TO THE LEFT ON A CHORD BEARING N71°43'22"W, A DISTANCE OF 225.63 FEET TO A POINT OF SPIRAL TO CURVE;
18. ALONG A CURVE TO THE LEFT HAVING A RADIAL BEARING OF S13°47'53"W, A DELTA OF 31°56'23", A RADIUS OF 1000.05 FEET, AN ARC LENGTH OF 557.48 FEET TO A POINT OF TANGENT;
19. S71°51'30"W, ALONG SAID TANGENT, A DISTANCE OF 43.74 FEET TO A POINT OF CURVE;
20. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 30°44'40", A RADIUS OF 740.00 FEET AND AN ARC LENGTH OF 397.08 FEET TO A POINT OF COMPOUND CURVE;
21. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°33'57", A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 494.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

1. S82°31'00"W, A DISTANCE OF 366.89 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 60°23'00", A RADIUS OF 345.86 FEET AND AN ARC LENGTH OF 364.49 FEET TO A POINT OF TANGENT;
3. N37°06'00"W, ALONG SAID TANGENT, A DISTANCE OF 159.29 FEET TO A POINT OF CURVE;
4. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 46°00'00", A RADIUS OF 442.00 FEET AND AN ARC LENGTH OF 354.86 FEET TO A POINT OF TANGENT;
5. N83°06'00"W, ALONG SAID TANGENT, A DISTANCE OF 64.36 FEET;
6. N75°52'00"W, A DISTANCE OF 524.08 FEET TO A POINT OF NON-TANGENT CURVE;
7. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 10°53'46", A RADIUS OF 1014.93 FEET, AN ARC LENGTH OF 193.01 FEET AND A CHORD BEARING N89°21'50"W, A DISTANCE OF 192.72 FEET;

THENCE N00°07'29"W, A DISTANCE OF 1307.92 FEET TO THE NORTH LINE OF SAID SECTION 13;

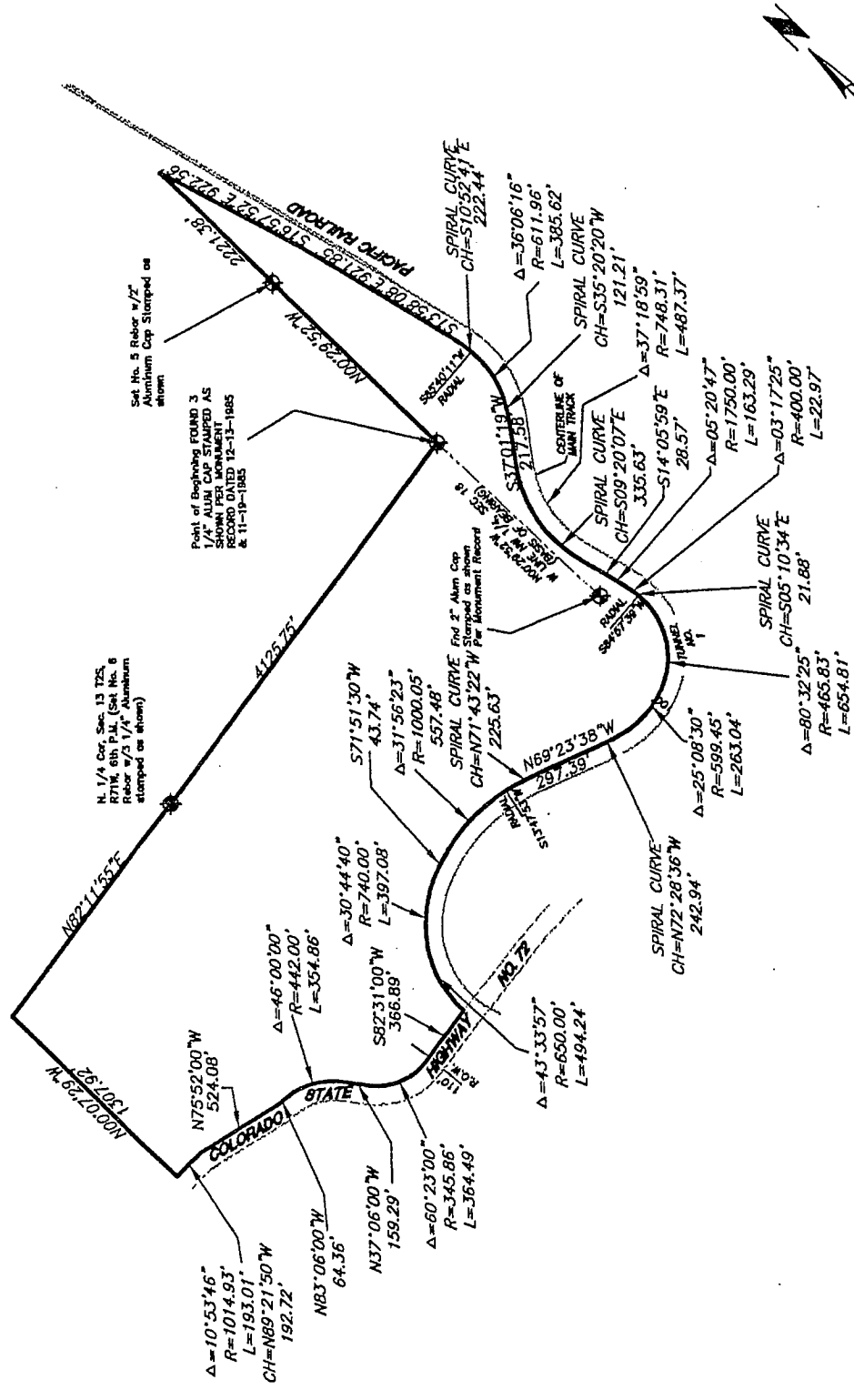
THENCE N82°11'55"E, ALONG SAID NORTH LINE, A DISTANCE OF 4125.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,870,694 SQUARE FEET OR 180.686 ACRES MORE OR LESS.

EXHIBIT B-1

Property Map

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 5



TST, INC.
 Consulting Engineers
 K:\636\004\DWGS\CANYON_PINES_EXHIBT.dwg

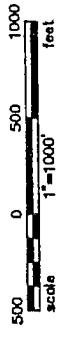
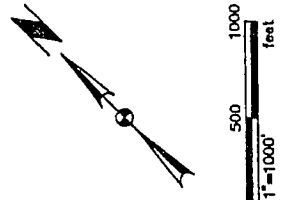
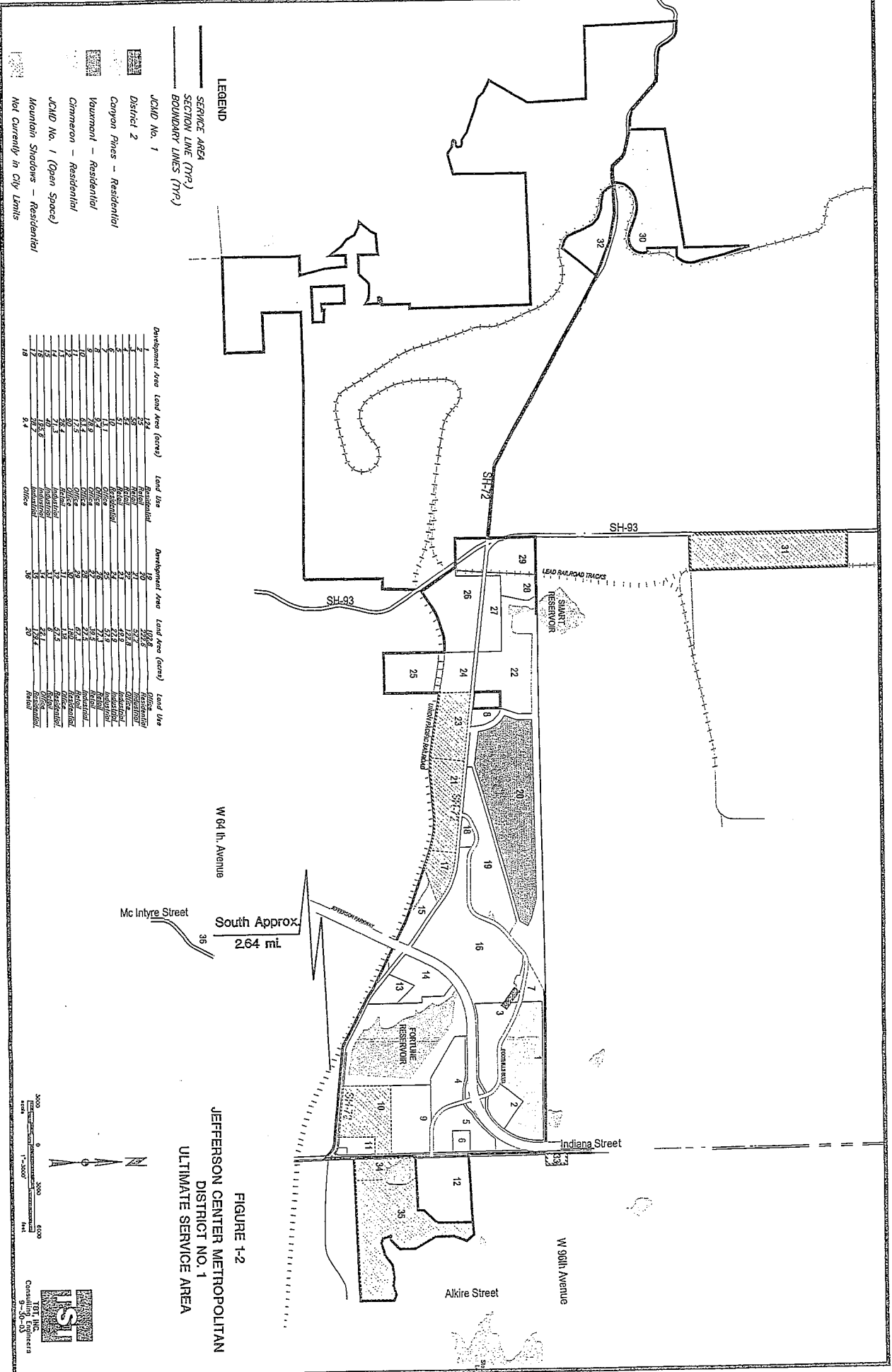


EXHIBIT B-2

Service Area



LEGEND
 SERVICE AREA
 SECTION LINE (TYP.)
 BOUNDARY LINES (TYP.)

- JCID No. 1
 District 2
 Canyon Pines - Residential
 Mountain - Residential
 Cimarron - Residential
 JCID 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	25	Residential	20	1928	Residential
2	32	Residential	21	172.8	Office
3	31	Residential	22	49.2	Industrial
4	31	Residential	23	57.9	Industrial
5	1.1	Office	24	57.9	Industrial
6	3.2	Office	25	57.9	Industrial
7	6.4	Office	26	22.4	Industrial
8	6.4	Office	27	190	Residential
9	6.4	Office	28	172.8	Office
10	26.4	Industrial	29	6.4	Office
11	26.4	Industrial	30	6.4	Office
12	26.4	Industrial	31	22.4	Industrial
13	26.4	Industrial	32	22.4	Industrial
14	26.4	Industrial	33	22.4	Industrial
15	26.4	Industrial	34	22.4	Industrial
16	26.4	Industrial	35	22.4	Industrial
17	26.4	Industrial	36	22.4	Industrial
18	26.4	Industrial			

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

Scale: 0 to 6000 feet
 North Arrow
 TSI Consulting Engineers
 101 N. ...
 1-2007

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%

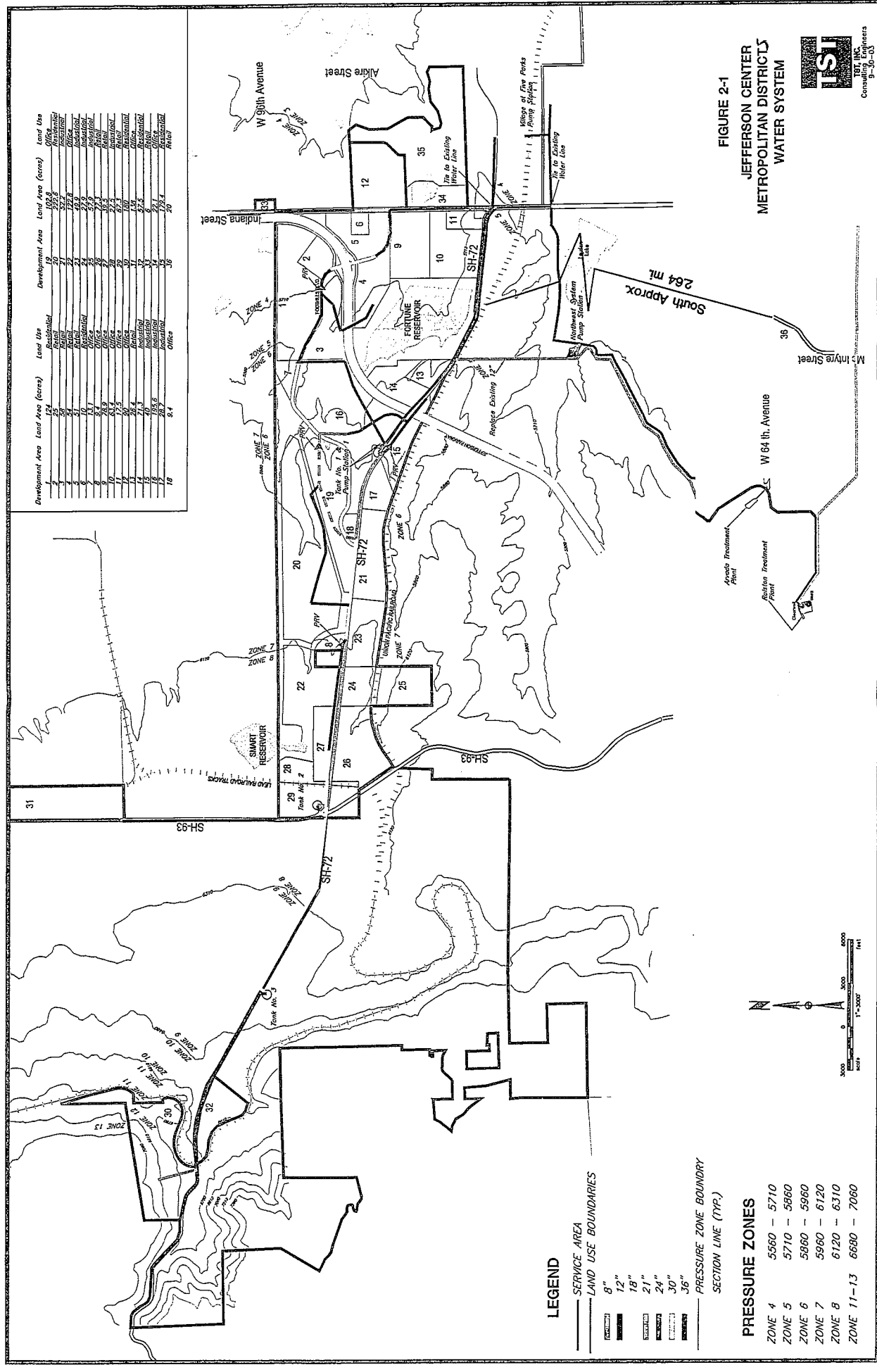
EXHIBIT D

Depiction of Location of Public Improvements

EXHIBIT D-1

Wholesale Water Improvements

FIGURE 2-1
JEFFERSON CENTER
METROPOLITAN DISTRICTS
WATER SYSTEM



Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	124	Residential	19	19	Office
2	55	Industrial	20	55.8	Industrial
3	55	Industrial	21	55.7	Industrial
4	51	Industrial	22	55.7	Industrial
5	51	Industrial	23	55.7	Industrial
6	51	Industrial	24	55.7	Industrial
7	51	Industrial	25	55.7	Industrial
8	51	Industrial	26	55.7	Industrial
9	51	Industrial	27	55.7	Industrial
10	51	Industrial	28	55.7	Industrial
11	51	Industrial	29	55.7	Industrial
12	51	Industrial	30	55.7	Industrial
13	51	Industrial	31	55.7	Industrial
14	51	Industrial	32	55.7	Industrial
15	51	Industrial	33	55.7	Industrial
16	51	Industrial	34	55.7	Industrial
17	51	Industrial	35	55.7	Industrial
18	51	Industrial	36	55.7	Industrial
19	51	Industrial	37	55.7	Industrial
20	51	Industrial	38	55.7	Industrial
21	51	Industrial	39	55.7	Industrial
22	51	Industrial	40	55.7	Industrial
23	51	Industrial	41	55.7	Industrial
24	51	Industrial	42	55.7	Industrial
25	51	Industrial	43	55.7	Industrial
26	51	Industrial	44	55.7	Industrial
27	51	Industrial	45	55.7	Industrial
28	51	Industrial	46	55.7	Industrial
29	51	Industrial	47	55.7	Industrial
30	51	Industrial	48	55.7	Industrial
31	51	Industrial	49	55.7	Industrial
32	51	Industrial	50	55.7	Industrial
33	51	Industrial	51	55.7	Industrial
34	51	Industrial	52	55.7	Industrial
35	51	Industrial	53	55.7	Industrial
36	51	Industrial	54	55.7	Industrial
37	51	Industrial	55	55.7	Industrial
38	51	Industrial	56	55.7	Industrial
39	51	Industrial	57	55.7	Industrial
40	51	Industrial	58	55.7	Industrial
41	51	Industrial	59	55.7	Industrial
42	51	Industrial	60	55.7	Industrial
43	51	Industrial	61	55.7	Industrial
44	51	Industrial	62	55.7	Industrial
45	51	Industrial	63	55.7	Industrial
46	51	Industrial	64	55.7	Industrial
47	51	Industrial	65	55.7	Industrial
48	51	Industrial	66	55.7	Industrial
49	51	Industrial	67	55.7	Industrial
50	51	Industrial	68	55.7	Industrial
51	51	Industrial	69	55.7	Industrial
52	51	Industrial	70	55.7	Industrial
53	51	Industrial	71	55.7	Industrial
54	51	Industrial	72	55.7	Industrial
55	51	Industrial	73	55.7	Industrial
56	51	Industrial	74	55.7	Industrial
57	51	Industrial	75	55.7	Industrial
58	51	Industrial	76	55.7	Industrial
59	51	Industrial	77	55.7	Industrial
60	51	Industrial	78	55.7	Industrial
61	51	Industrial	79	55.7	Industrial
62	51	Industrial	80	55.7	Industrial
63	51	Industrial	81	55.7	Industrial
64	51	Industrial	82	55.7	Industrial
65	51	Industrial	83	55.7	Industrial
66	51	Industrial	84	55.7	Industrial
67	51	Industrial	85	55.7	Industrial
68	51	Industrial	86	55.7	Industrial
69	51	Industrial	87	55.7	Industrial
70	51	Industrial	88	55.7	Industrial
71	51	Industrial	89	55.7	Industrial
72	51	Industrial	90	55.7	Industrial
73	51	Industrial	91	55.7	Industrial
74	51	Industrial	92	55.7	Industrial
75	51	Industrial	93	55.7	Industrial
76	51	Industrial	94	55.7	Industrial
77	51	Industrial	95	55.7	Industrial
78	51	Industrial	96	55.7	Industrial
79	51	Industrial	97	55.7	Industrial
80	51	Industrial	98	55.7	Industrial
81	51	Industrial	99	55.7	Industrial
82	51	Industrial	100	55.7	Industrial

LEGEND

SERVICE AREA

LAND USE BOUNDARIES

- 8" (dashed line)
- 12" (dashed line)
- 18" (dashed line)
- 21" (dashed line)
- 24" (dashed line)
- 30" (dashed line)
- 36" (dashed line)

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


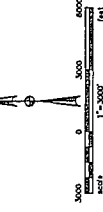



EXHIBIT D-2

Wholesale Sanitary Sewer Improvements

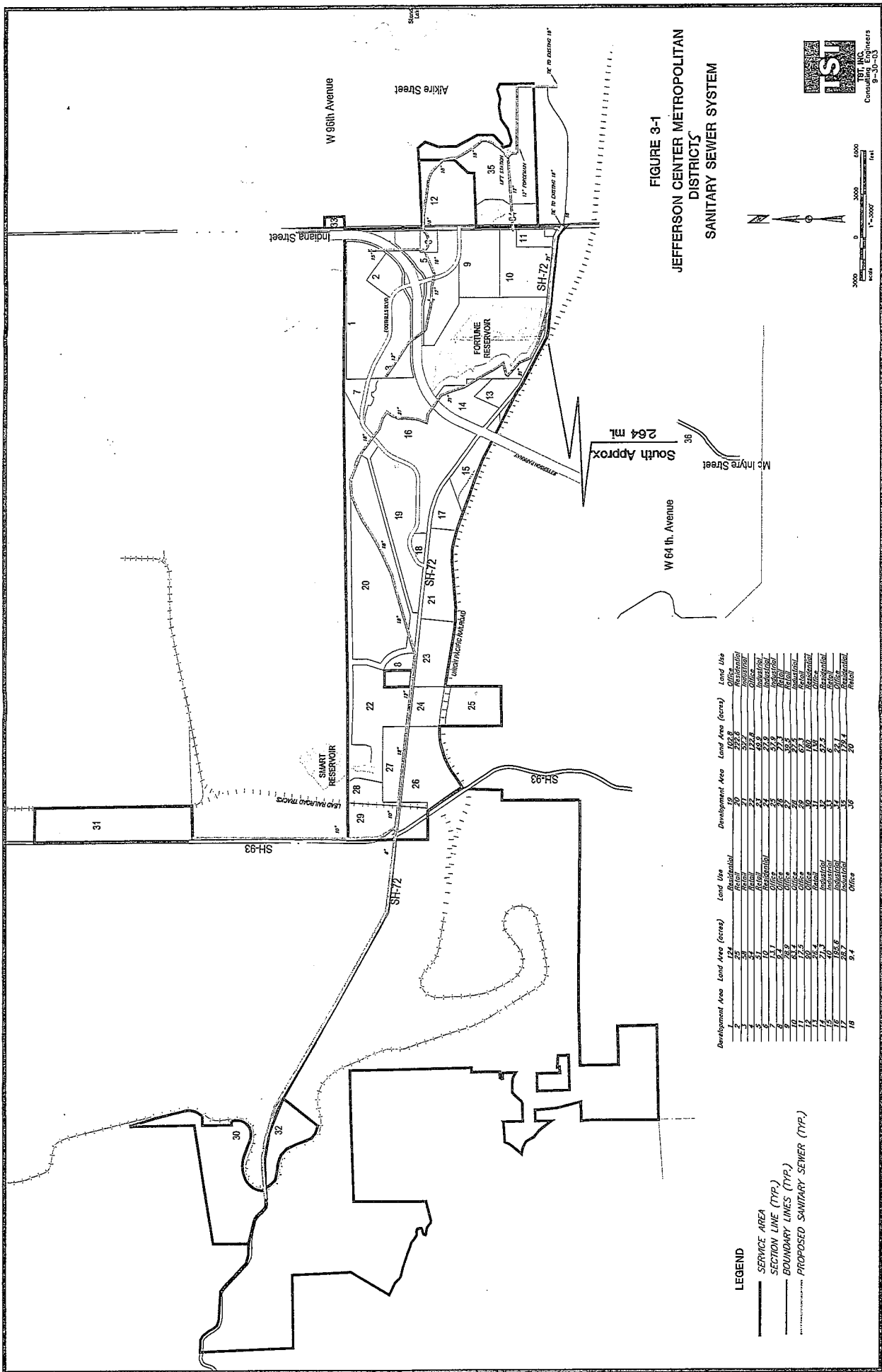
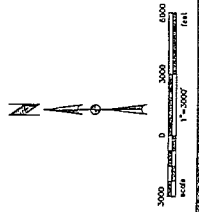


FIGURE 3-1
JEFFERSON CENTER METROPOLITAN
DISTRICTS
SANITARY SEWER SYSTEM



Section	Development Area	Land Area (acres)	Land Use	Development Area	Land Area (acres)	Land Use
1	25.4	25.4	Residential	20	25.4	Residential
2	25.4	25.4	Residential	21	25.4	Residential
3	25.4	25.4	Residential	22	25.4	Residential
4	25.4	25.4	Residential	23	25.4	Residential
5	25.4	25.4	Residential	24	25.4	Residential
6	25.4	25.4	Residential	25	25.4	Residential
7	25.4	25.4	Residential	26	25.4	Residential
8	25.4	25.4	Residential	27	25.4	Residential
9	25.4	25.4	Residential	28	25.4	Residential
10	25.4	25.4	Residential	29	25.4	Residential
11	25.4	25.4	Residential	30	25.4	Residential
12	25.4	25.4	Residential	31	25.4	Residential
13	25.4	25.4	Residential	32	25.4	Residential
14	25.4	25.4	Residential			
15	25.4	25.4	Residential			
16	25.4	25.4	Residential			
17	25.4	25.4	Residential			
18	25.4	25.4	Residential			

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

EXHIBIT D-3

Wholesale Street Improvements

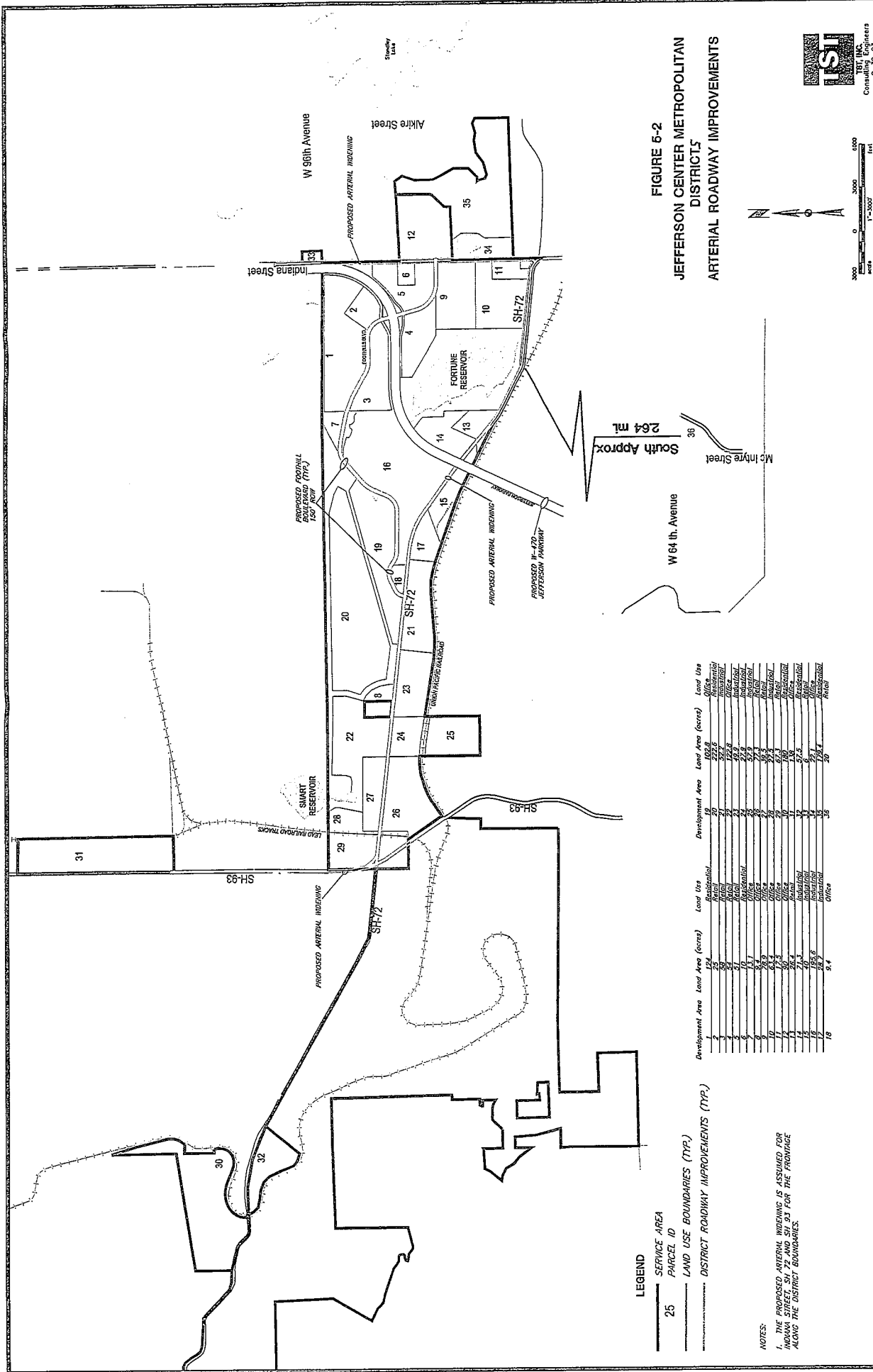
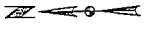


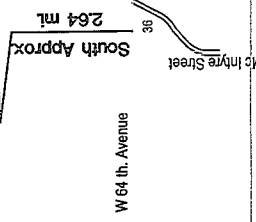
FIGURE 5-2
JEFFERSON CENTER METROPOLITAN
DISTRICTS 15
ARTERIAL ROADWAY IMPROVEMENTS



ISI, INC.
 CONSULTANTS
 1500 S. 1500 E.



Scale: 1" = 300'
 0 300 600 900
 Feet
 0 300 600 900
 Meters



Parcel ID	Development Area (acres)	Land Area (acres)	Land Use	Development Area (acres)	Land Area (acres)	Land Use
1	24	24	Residential	24	24	Residential
2	24	24	Residential	24	24	Residential
3	24	24	Residential	24	24	Residential
4	24	24	Residential	24	24	Residential
5	24	24	Residential	24	24	Residential
6	24	24	Residential	24	24	Residential
7	24	24	Residential	24	24	Residential
8	24	24	Residential	24	24	Residential
9	24	24	Residential	24	24	Residential
10	24	24	Residential	24	24	Residential
11	24	24	Residential	24	24	Residential
12	24	24	Residential	24	24	Residential
13	24	24	Residential	24	24	Residential
14	24	24	Residential	24	24	Residential
15	24	24	Residential	24	24	Residential
16	24	24	Residential	24	24	Residential
17	24	24	Residential	24	24	Residential
18	24	24	Residential	24	24	Residential
19	24	24	Residential	24	24	Residential
20	24	24	Residential	24	24	Residential
21	24	24	Residential	24	24	Residential
22	24	24	Residential	24	24	Residential
23	24	24	Residential	24	24	Residential
24	24	24	Residential	24	24	Residential
25	24	24	Residential	24	24	Residential
26	24	24	Residential	24	24	Residential
27	24	24	Residential	24	24	Residential
28	24	24	Residential	24	24	Residential
29	24	24	Residential	24	24	Residential
30	24	24	Residential	24	24	Residential
31	24	24	Residential	24	24	Residential
32	24	24	Residential	24	24	Residential
33	24	24	Residential	24	24	Residential
34	24	24	Residential	24	24	Residential
35	24	24	Residential	24	24	Residential
Total	814	814	Residential	814	814	Residential

LEGEND
 SERVICE AREA
 25 PARCEL ID
 LAND USE BOUNDARIES (TYP.)
 DISTRICT BOUNDARIES (TYP.)

NOTES:
 1. THE PROPOSED ARTERIAL WIDENING IS ASSUMED FOR INDETERMINATE DISTRICT BOUNDARIES ALONG THE DISTRICT BOUNDARIES.

EXHIBIT D-4

Wholesale Drainage Improvements

LEGEND

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

Development Area	Land Use (Form)	Parcel ID	Development Area	Land Use (Form)	Parcel ID
1	RESIDENTIAL	1	1	RESIDENTIAL	1
2	RESIDENTIAL	2	2	RESIDENTIAL	2
3	RESIDENTIAL	3	3	RESIDENTIAL	3
4	RESIDENTIAL	4	4	RESIDENTIAL	4
5	RESIDENTIAL	5	5	RESIDENTIAL	5
6	RESIDENTIAL	6	6	RESIDENTIAL	6
7	RESIDENTIAL	7	7	RESIDENTIAL	7
8	RESIDENTIAL	8	8	RESIDENTIAL	8
9	RESIDENTIAL	9	9	RESIDENTIAL	9
10	RESIDENTIAL	10	10	RESIDENTIAL	10
11	RESIDENTIAL	11	11	RESIDENTIAL	11
12	RESIDENTIAL	12	12	RESIDENTIAL	12
13	RESIDENTIAL	13	13	RESIDENTIAL	13
14	RESIDENTIAL	14	14	RESIDENTIAL	14
15	RESIDENTIAL	15	15	RESIDENTIAL	15
16	RESIDENTIAL	16	16	RESIDENTIAL	16
17	RESIDENTIAL	17	17	RESIDENTIAL	17
18	RESIDENTIAL	18	18	RESIDENTIAL	18
19	RESIDENTIAL	19	19	RESIDENTIAL	19
20	RESIDENTIAL	20	20	RESIDENTIAL	20
21	RESIDENTIAL	21	21	RESIDENTIAL	21
22	RESIDENTIAL	22	22	RESIDENTIAL	22
23	RESIDENTIAL	23	23	RESIDENTIAL	23
24	RESIDENTIAL	24	24	RESIDENTIAL	24
25	RESIDENTIAL	25	25	RESIDENTIAL	25
26	RESIDENTIAL	26	26	RESIDENTIAL	26
27	RESIDENTIAL	27	27	RESIDENTIAL	27
28	RESIDENTIAL	28	28	RESIDENTIAL	28
29	RESIDENTIAL	29	29	RESIDENTIAL	29
30	RESIDENTIAL	30	30	RESIDENTIAL	30
31	RESIDENTIAL	31	31	RESIDENTIAL	31
32	RESIDENTIAL	32	32	RESIDENTIAL	32
33	RESIDENTIAL	33	33	RESIDENTIAL	33
34	RESIDENTIAL	34	34	RESIDENTIAL	34

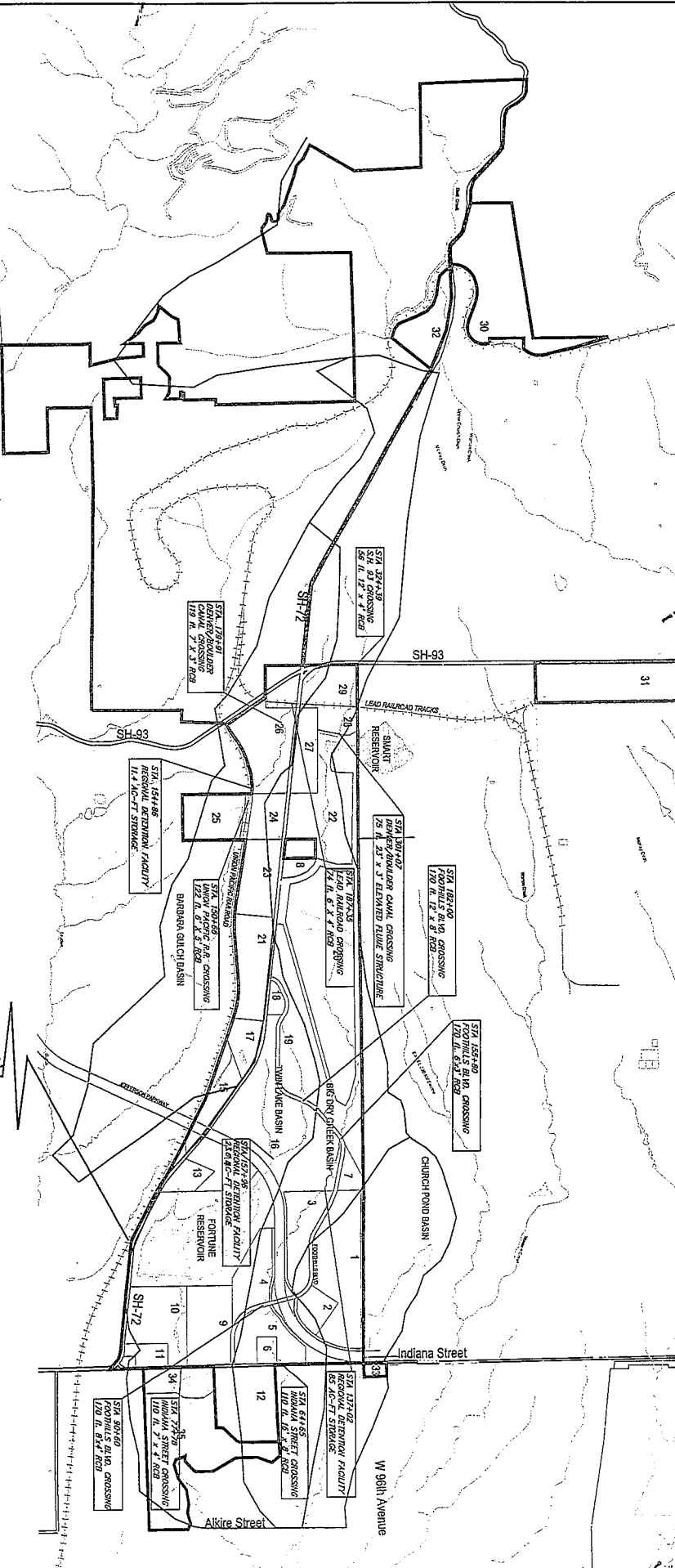


FIGURE 4-1
JEFFERSON CENTER METROPOLITAN
DISTRICTS'
DRAINAGE IMPROVEMENTS

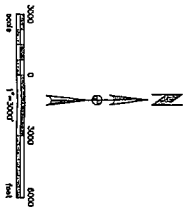


EXHIBIT D-5

Wholesale Trails and Open Space Improvements

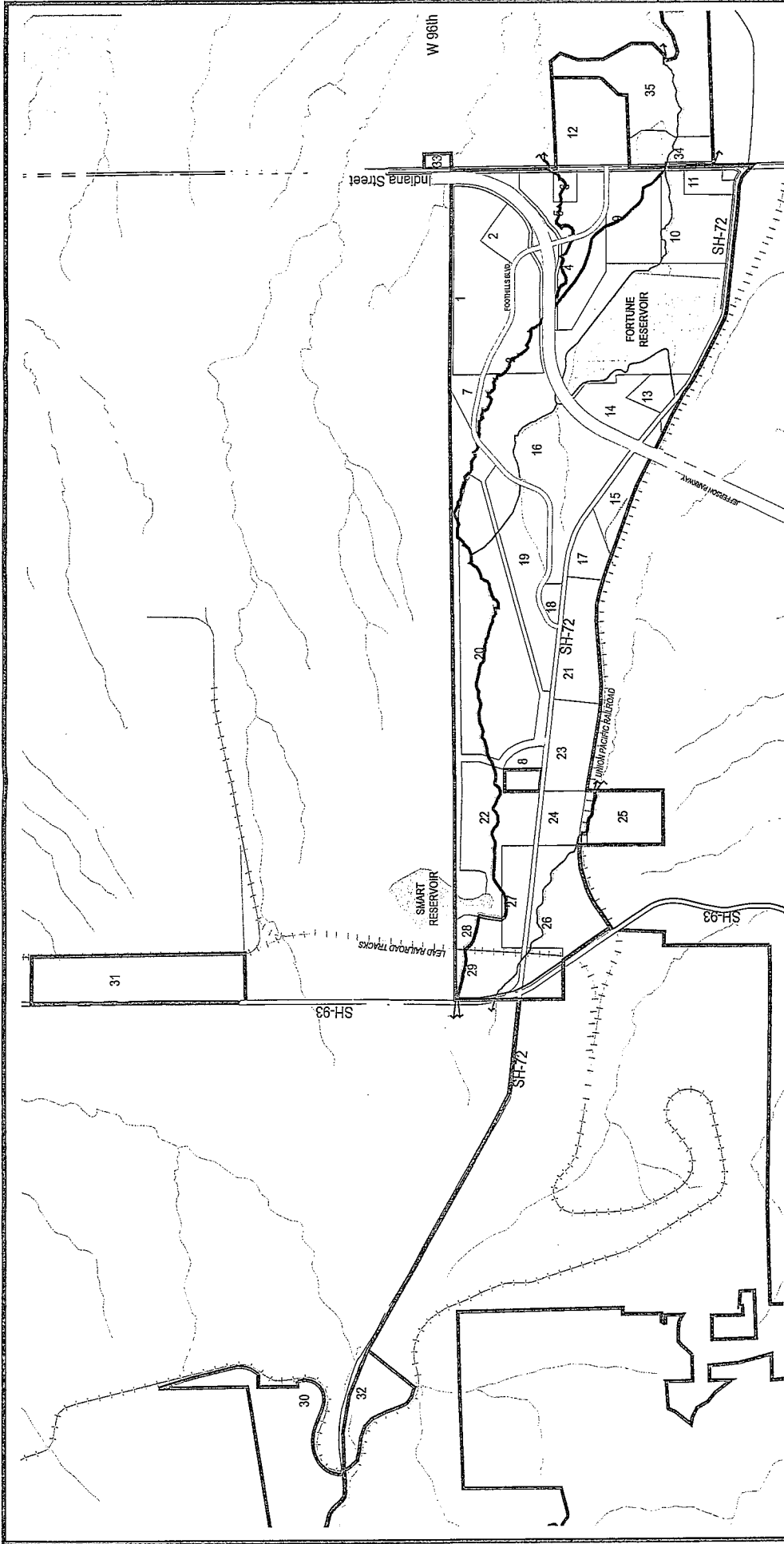


FIGURE 6-1
JEFFERSON CENTER METROPOLITAN
DISTRICTS
RECREATIONAL TRAIL NETWORK



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.

LEGEND

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

