

SERVICE PLAN
FOR
PARK 70 METROPOLITAN DISTRICT
(CITY OF AURORA, COLORADO)

Approved: September 8, 2003

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SERVICE PLAN FOR THE PARK 70 METROPOLITAN DISTRICT

I. DEFINITIONS

In this service plan, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

A. Alternative Financing Plan: a Financing Plan that contains an economic deviation from the Financing Plan included herein as **Exhibit J**. For purposes of this definition, an Alternative Financing Plan may be one that includes, but is not limited to, any of the following:

1. a revision of more than four years in the issue date of any Non-Developer Debt;
2. an amortization schedule for Non-Developer Debt whereby the weighted average life is longer than 75% of the final maturity;
3. any scheduled Debt payment which is projected to cause the *ad valorem* property tax levy to exceed the debt service portion of the Total Mill Levy Cap, whether such Total Mill Levy Cap is actually in effect; and
4. an amortization schedule for any Debt that cannot reasonably be expected to be fully amortized by its final maturity date.

For purposes of determining an economic deviation, the District shall refer to the most recent Financing Plan approved by Aurora, which plan may be modified to reflect previously issued District Debt.

B. Aurora: the City of Aurora, Colorado.

C. Aurora City Code: the City Code of the City of Aurora, Colorado.

- D. Debt: any bonds, notes, contracts or other financial obligations, whether of a multiple fiscal year or annually appropriated nature incurred by the District and payable in whole or in part from *ad valorem* property taxes for the purposes of financing, acquiring, constructing or improving any of the Improvements contemplated in this Service Plan. All Debt shall be classified as either Developer Debt or Non-Developer Debt.
- E. Debt Limit: the total cumulative Debt, including, without limitation, both Developer Debt and Non-Developer Debt, that the District may incur under this Service Plan.
- F. Developer: ProLogis, or its assigns, as developer of the Project.
- G. Developer Contribution: the portion of the funds used to pay for the facilities and improvements contemplated in this Service Plan that shall not be eligible for repayment or reimbursement by the District.
- H. Developer Debt: any Debt that, upon its issuance, is more than 50% owned by the Developer/Landowner or a related person. For purposes of this definition, a person is a related person to the Developer/Landowner if (i) the relationship between such person and the Developer/Landowner would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such person and the Developer/Landowner are members of the same controlled group of corporations as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein.
- I. Developer Debt Rate: the maximum allowable interest rate on Developer Debt which shall be three hundred (300) basis points above the twenty (20) year ‘AAA’

Municipal Market Data rate in effect at the time Debt is issued to which the Developer Debt Rate applies.

- J. District: the Park 70 Metropolitan District.
- K. Financing Plan: the Financing Plan of the District contained in Section VII of this Service Plan and **Exhibit J** hereto.
- L. Framework Development Plan: the ProLogis Park 70 Framework Development Plan.
- M. Landowner: any owner of real property within the boundaries of the District other than the Developer.
- N. Non-Developer Debt: any Debt not considered to be Developer Debt.
- O. Project: the development commonly referred to as ProLogis Park 70.
- P. Revenue Obligations: any bonds, notes, contracts or other financial obligations, whether of a multiple fiscal year or annually appropriated nature, incurred by the District and payable solely from sources other than *ad valorem* property taxes for the purposes of financing, acquiring, constructing or improving any of the Improvements contemplated in this Service Plan.
- Q. Service Plan: the service plan for the Park 70 Metropolitan District.
- R. Substantial Quinquennial Compliance: for purposes of this definition, the District shall be deemed in Substantial Quinquennial Compliance if the District demonstrates that, as of the date of its application for quinquennial review:
 - 1. the District has expended at least 75% of the money projected to be expended in the Financing Plan on infrastructure improvements; and

2. the total cost of the Improvements remaining to be financed and constructed by the District and the amount of advances outstanding to be paid by the District generally correspond with the amount of remaining Voted Authorization available to the District for such purposes.
- S. Total Mill Levy Cap: the maximum mill levy the District can impose for all purposes, including without limitation, the payment of Debt and operation and maintenance expenses.
- T. Voted Authorization: the maximum amount of general obligation debt that the District has been or will be authorized to issue by its voters.

II. INTRODUCTION

This Service Plan is for a Title 32 metropolitan district proposed to be organized to serve the needs of the Project. The primary purpose of the District is to provide public improvements to be dedicated to Aurora or, with Aurora's consent, to be retained by the District or transferred to another entity, as appropriate, for the use and benefit of the District's inhabitants and taxpayers.

The District is generally located North of I-70, South of Smith Road and East of E-470 and contains approximately 159 acres. This Service Plan has been prepared by McGeady Sisneros, P.C., 1675 Broadway, Suite 2100, Denver, Colorado 80202, (303) 592-4380, with assumptions derived from a variety of sources, including the Developer, Clifton Gunderson LLP, and Kirkpatrick Pettis.

III. PURPOSE OF THE PROPOSED DISTRICT

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from Aurora, and, except as may otherwise be provided for by state or local law or this Service Plan, its activities are subject to review by Aurora only insofar as they may materially deviate from the requirements of this Service Plan. It is intended that the District will provide certain essential public facilities and improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these facilities and improvements and to provide such other services as are described in this Service Plan.

It is not the intent of the District to provide ongoing services other than as specifically set forth in this Service Plan and approved by Aurora. Should the District cease to provide these services for any reason, it is the intent of the District to dissolve upon payment of all Debt and other financial obligations incurred. The District acknowledges the need to cooperate with Aurora in order to serve and promote the health, safety, prosperity, security, and general welfare of its inhabitants and taxpayers. As evidence of such cooperation and need to coordinate facilities with Aurora, the District has obtained a resolution approving the Service Plan from the Aurora City Council, which resolution is attached hereto as **Exhibit A**. Should the purpose of the District change from what is stated in this Service Plan, it shall be considered to be a material modification of this Service Plan.

B. Need for the District.

There are currently no other governmental entities located in the immediate vicinity of the District that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. It is the petitioner's understanding

that Aurora does not consider it feasible or practicable for Aurora to provide the necessary services and facilities for the Project described in this Service Plan. Formation of the District is necessary in order that the public improvements required for the Project be provided in the most economic manner possible.

C. General Powers.

The District will have the power and authority to provide the services and facilities generally described in this Service Plan.

1. Powers Regarding Services and Facilities. The District shall have the authority to construct, operate, and maintain street and safety protection, water, sanitation, park and recreation, transportation and mosquito control services and facilities.

2. Miscellaneous Powers. The District shall have the following miscellaneous powers with respect to activities to be conducted pursuant to this Service Plan:

a. To amend the Service Plan as needed, with the approval of Aurora, subject to the appropriate statutory procedures and compliance with the Aurora City Code.

b. Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities to the extent consistent with then existing land uses for the property approved by Aurora, to better accommodate the pace of growth, resource availability, and potential inclusions of property within the District's boundaries; provided however that such activities shall be undertaken in accordance with the quinquennial review requirements and Alternative Financing Plan standards set forth herein.

c. Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or implicitly granted under Colorado law subject to and in accordance with this Service Plan.

d. To contract with other entities, through cost sharing agreements, for the construction, operation and maintenance, of the facilities and improvements specified herein. These cost sharing agreements shall comply with all applicable government standards, as well as appropriate statutory requirements.

3. Relationship with the Framework Development Plan. The terms, requirements, and provisions of the Framework Development Plan approved on February 24, 2003, shall take precedence over conflicting terms and provisions, if any, of this Service Plan with respect to the planned development within the District.

Approval of this Service Plan by Aurora does not imply approval of the development of a specific area within the District, nor does it imply approval of the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached hereto, unless the same has been approved by Aurora through a separate development review process.

IV. BOUNDARIES, POPULATION, AND ASSESSED VALUATION

A. General.

The service area of the District is generally described as all real property within the boundaries of the District. A legal description of the boundaries of the District is attached hereto as **Exhibit B**. An Aurora vicinity map that generally reflects the District's location within the current

boundaries of Aurora is attached hereto as **Exhibit C**. A detailed map showing the boundary lines of the District is attached hereto as **Exhibit D**.

The Developer hereby assures Aurora that it holds title to all real property within the District. Proof of the Developer's ownership of such property is attached hereto as **Exhibit E**. The District's boundaries contain approximately 159 acres. The petitioner assures Aurora that the entire District is located within the current boundaries of Aurora.

B. Changes in Boundaries.

The District shall obtain the prior approval of the Aurora City Council following a public hearing thereon, for the inclusion or exclusion of any property in or from its boundaries.

C. Population and Assessed Valuation Estimates

The proposed Financing Plan assumes industrial development comprising 2,500,000 square feet of warehouse/distribution space. The peak daytime population for the Project is estimated at 1,477 persons, based on a ratio of one person per 5,000 square foot of warehouse space and one person per 250 square feet of office space. The Developer currently anticipates ninety (90%) of the development will be warehouse space and ten percent (10%) will be office space. An estimate of projected assessed valuations within the District is set forth in **Exhibit J**, which contains the Financing Plan for the District.

V. DESCRIPTION OF PROPOSED FACILITIES AND IMPROVEMENTS

A. Type of Improvements.

The following section describes the facilities and improvements expected to be provided by the District both within and without its boundaries. This description is preliminary only

and will be subject to modification and revision as engineering plans, financial factors, and construction scheduling and costs may require. The improvements shall be subject to the limitations on the powers of the District set forth in this Service Plan. Improvements not specifically described herein shall be permitted as long as they are necessary and appurtenant to the facilities and improvements contemplated in this Service Plan and are within the District's financial ability to provide such improvements.

1. Streets and Safety Protection. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, installation, and/or operation and maintenance of street improvements, including but not limited to curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, trails, bike paths and pedestrian ways, pedestrian overpasses, retaining walls, bridges, overpasses, underpasses, interchanges, parking areas, parking facilities, median islands, paving, lighting, grading, landscaping and irrigation, land and easements, and all necessary, incidental, and appurtenant facilities within and without the boundaries of the District as well as for the acquisition, construction, completion, installation, and/or operation and maintenance of facilities and/or services for a system of traffic and safety controls and devices on streets and highways, including but not limited to signalization, signage and striping, area identification, driver information and directional assistance signs, access gates, entry monumentation, 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, as identified on **Exhibit G-1** attached hereto.

After the Developer conveys or grants an easement to the District or Aurora for the street right-of-ways, the District is expected to construct curbs, gutters, culverts, drainage ditches,

sidewalks, box culverts, tunnels, paving, lighting, landscaping and other road, street and drainage facility improvements which the project will require, as well as necessary traffic and safety protection devices and controls as identified on **Exhibit G-1** attached hereto, and the Framework Development Plan.

a. Street Infrastructure. All public streets within the District will be owned and maintained by Aurora. This includes all street infrastructure completed and accepted by Aurora. Snow removal and other roadway maintenance on streets within the District that have been dedicated to and accepted by Aurora will be Aurora's responsibility.

b. Cost Estimates. The estimated construction costs for the development of the roadway system for the Project are shown on **Exhibit F**.

2. Water. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, and installation of a complete potable and non-potable water supply, storage, transmission, and distribution system, which may include, but shall not be limited to water pumps, pump stations, transmission lines, distributions mains and laterals, fire hydrants, meters, irrigation facilities, storage facilities, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within and without the boundaries of the District.

a. Overall Plan. The water system will consist of a water distribution system consisting of buried water mains, fire hydrants, and related appurtenances located predominately, but not exclusively within the District's boundaries, as identified on **Exhibit G-2** attached hereto. When design and construction are finalized, the entire system will serve each

development tract from adjacent streets and roads. The District shall dedicate to Aurora all water facilities traditionally owned, operated, and maintained by Aurora.

b. Design Criteria. The proposed potable water distribution system is expected to include pressurized water mains with multiple pressure zones. System pressure will primarily be controlled by Aurora. Water transmission mains will be installed from a direct connection to Aurora's water distribution system. Treated water will be delivered to the mains. Water system components will be installed in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora and the Colorado Department of Health. The water system will also be designed based on Aurora fire protection requirements.

c. Water Demand. The size of the individual water system components will be based upon the projected potable, irrigation, and fire flow requirements of Aurora.

d. Water Distribution System. The water distribution system will be owned by Aurora. The system is expected to include main distribution and transmission lines and related appurtenances. At completion, the water distribution system will provide potable water to all platted lots within the Project. The mains will provide for normal and peak water demands for the Project as well as the delivery of fire protection water.

e. Metering. Water users within the Project will be metered. Billing for all water service will be based on actual water use to the extent reasonably practicable. The billing and collection process will be the responsibility of Aurora.

f. Cost Estimates. The estimated construction costs for the development of the water system for the Project as shown on **Exhibit F**.

3. Sanitation. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, and installation of a complete sanitary sewage collection and transmission system, which may include, but shall not be limited to, collection mains and laterals, lift stations, transmission lines and/or storm sewer, flood and surface drainage facilities and systems, including but not limited to, detention/retention ponds and associated irrigation facilities, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said system within and without the boundaries of the District.

a. Overall Plan Sanitary Sewer. The sanitary sewer collection system is expected to include buried sewer mains, manholes, and related appurtenances located predominately within the District's boundaries, as identified on **Exhibit G-3** attached hereto. The District shall dedicate to Aurora all public wastewater facilities traditionally owned, operated, and maintained by Aurora. Aurora will charge system users for its services in accordance with Aurora policies.

b. Storm Drainage. The District is expected to construct culverts, drainage ditches, box culverts, tunnels, and drainage facility improvements, including but not limited to detention ponds and water quality ponds as necessary, as identified on **Exhibit G-3** attached hereto. Only those regional storm drainage facilities dedicated to and accepted by Aurora will be operated and maintained by Aurora. Public detention and water quality ponds that will not be owned, operated, and maintained by Aurora will be owned, operated, and maintained by the District.

c. Design Criteria. The proposed sanitary sewer collection system is expected to include sewer mains designed to collect sewage from the development areas within the Project. The sewer system components will be designed and installed in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora and the

Colorado Department of Health. The storm drainage system will be constructed and maintained in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora, FEMA, and the Urban Drainage and Flood Control District.

d. Wastewater Treatment. Wastewater may be collected and transported to Aurora or to another entity designated by Aurora.

e. Cost Estimates. The estimated construction costs for development of the sanitary sewer collection system and storm drainage improvements for the Project are shown on **Exhibit F**.

4. Park and Recreation. The District shall have the power to provide for the design, acquisition, construction, completion, installation, relocation, operation, and maintenance of parks and recreation facilities and programs, including, but not limited to parks, hiking and equestrian trails, bike paths and pedestrian ways, regional trails, open space, landscaping, water bodies, common areas, weed control, outdoor lighting, irrigation facilities, public fountains and sculpture, art, gardens, 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. It is anticipated that the park and recreation improvements will be maintained by the District or Aurora or an owners association as may be appropriate.

a. Trails. Trails are proposed to provide links between major development tracts and other major roadways or features within the property or immediately adjacent thereto. The trail system is anticipated to include a combination of concrete walkways, gravel trails,

necessary signage and identification markers and other ancillary trail hardscape such as benches and tables. All trails shall be open and available to the general public free of charge.

b. Street Landscaping. The major streets are anticipated to have landscaping along curb/sidewalk areas and along any medians. This landscaping may consist of required fencing, identification markers, landscaping buffers, shrub and flower beds, mulch beds, meters (if any), trees, and other landscape features commonly associated with streetscape design.

c. Cost Estimates. The estimated construction costs for development of the park and recreation improvements for the Project are shown on **Exhibit F**.

5. Transportation. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, and installation of a system to transport the public by bus 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 extensions of and improvements to said facilities of systems within and without the boundaries of the District. Transportation facilities may be owned and operated by the Regional Transportation District or any other transportation district.

6. Mosquito Control. The proposed 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 within the boundaries of the District. No debt will be incurred by the District for purposes of provision of this service. Any mosquito control services will be provided pursuant to contract(s) with an appropriate service provider.

B. Facilities Plan

The Facilities Plan attached hereto as **Exhibit F** identifies each facility and improvement to be designed, financed, and constructed by the District. The Facilities Plan also includes diagrams showing the general layout of the proposed facilities and improvements, and the anticipated timetable for the construction of such facilities and improvements. The Facilities Plan was prepared based on the information contained in **Exhibits G-1** through **G-4** attached hereto.

The combined total estimated cost of the facilities and improvements that the District shall be permitted to construct is approximately Twenty-Two Million Three Hundred Nine Thousand Two Hundred Eighty-Four Dollars (\$22,309,284), inclusive of contingencies, engineering, and construction management appropriate for the level of specificity of the Facilities Plan and exclusive of organizational costs. This amount includes Ten Million Two Hundred Forty-Five Thousand Dollars (\$10,245,000) for the construction of certain future public improvements as shown in **Exhibit L**, attached hereto. A schedule of the estimated costs (in current dollars) of the proposed facilities and improvements is attached hereto as **Exhibit F**. The rates used for inflation in this schedule are consistent with industry standards. In preparing such estimates, the District has assumed that the construction of such facilities and improvements shall be in accordance with all applicable federal, state, and local standards and specifications. The cost of District facilities and improvements shown in the schedule is the entire cost of such facilities and improvements, unless specifically noted otherwise. If any such cost is to be paid from a source other than the District, it shall be noted in the schedule so that the total cost of District facilities and improvements is reported. Any material change in the type or cost of, or the construction timetable for, such facilities and

improvements from that which is stated in **Exhibits F and G** shall be considered to be a material modification of this Service Plan.

C. Aurora Construction Standards.

The District shall ensure that all of the proposed facilities and improvements identified in this Service Plan will be designed and constructed solely in accordance with the standards and specifications set forth by Aurora. The District will obtain prior approval of its civil engineering plans and all necessary permits for the construction and installation of such facilities and improvements from Aurora.

D. Dedication of Improvements to Aurora.

Except as otherwise set forth in this Service Plan, the District shall dedicate or cause to be conveyed all of the public water improvements, storm and sanitary sewers, all public streets and safety protection improvements, all regional drainage facilities, and all public sidewalks and trails to Aurora upon completion of construction and acceptance by Aurora. In addition, all right-of-ways and easements necessary for access to these facilities and improvements shall be dedicated by the District to Aurora.

An initial acceptance letter shall be issued by Aurora specifying that the public improvements dedicated to Aurora shall be warranted for a period of one calendar year from the date of such dedication. Should the public improvements conform to Aurora specifications and standards, Aurora shall issue a "Final Acceptance" form letter to the District at the completion of the warranty period. At Aurora's discretion, dedication may take place after expiration of the one-year warranty period.

Failure of the District to comply with these dedication requirements shall be deemed to be a material modification of this Service Plan.

E. Dedication to Other Entities or Ownership by the District.

Except for the facilities and improvements described in this Section, the District shall not be authorized to own or operate any facilities and improvements to be provided pursuant to this Service Plan, other than as necessary to permit the financing and construction thereof. The District shall be permitted to own, operate, and maintain the following facilities and improvements not otherwise dedicated to or accepted by Aurora: park and recreation improvements, if any, tract landscaping improvements, streetscape landscaping, and storm drainage improvements. The District may maintain certain streetscaping improvements within right-of-way owned by Aurora. Approval of this Service Plan constitutes Aurora's agreement that the District may perform these functions.

The District is expected to assume all responsibility for the operation and maintenance of the facilities and improvements identified in this Section and will do so either by itself or by contract with an owners' association. All recreation facilities operated or maintained by the District or an owners' association contracting with the District, shall be open and available to all non-District Aurora residents as public facilities. Whether the District elects to operate and maintain the facilities itself, or through an owners' association, expenses associated with such activities may be paid from fees lawfully imposed by the District upon its residents or other legally available District revenues. Notwithstanding the foregoing, all trails shall be open to the general public and non-District Aurora residents free of charge.

F. Acquisition of Land for Public Improvements.

The District, at its sole cost and expense, shall acquire all property required by Aurora for the construction of public improvements to be provided by the District pursuant to this Service Plan; provided, however, that, in accordance with Section 32-1-1001(1)(f), C.R.S., the District shall not pay for any interest in real property that must otherwise be dedicated for public use or the District's use in accordance with any governmental ordinance, regulation, or law. All exceptions to this general requirement must be approved by Aurora in writing. Any failure of the District to comply with the requirements of this Section shall be deemed to be a material modification of this Service Plan.

G. Services of the District.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated and maintained as permitted herein. Such costs are expected to include reimbursement of organizational, legal, engineering, accounting and bond issuance costs, and compliance with state reporting and other administrative requirements. The first full year's operating budget of the District is estimated to be Fifty Thousand Dollars (\$50,000). The District anticipates borrowing its initial operating funds from the Developer and/or other private entities until such time as it is able to generate operating revenue.

With respect to any improvements acquired by the District from the Developer, the Developer shall utilize one of the following three procedures to verify the costs of the improvements, which procedure shall be selected at the Developer's sole discretion:

1. Prior to awarding a construction contract for any improvements, Developer shall obtain a minimum of three (3) written bids for the improvements. Such bids shall be

submitted on identical bid forms and shall be prepared by a registered professional engineer. In the event the Developer determines that the lowest responsible bidder is not the lowest bidder on a contract, the Developer shall provide documentation acceptable to the District for the Developer's choice of contractor prior to the District's acquisition of the Improvements; or

2. Prior to requesting that the District acquire any improvements, the Developer shall obtain a certification of an independent engineer that the costs for the design, construction, and completion of the improvements are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area; or
3. The improvements shall be publicly bid in accordance with the statutory requirements for public improvements, including Section 32-1-1001(1)(d), C.R.S. and all rules and regulations appurtenant thereto.

H. Limitation on Use of Funds

The District agrees that no District revenues will be used to pay water transmission development fees, sewer interceptor development fees, storm drainage development fees, water or sewer system connection fees, park development fees, E-470 impact fees, traffic impact fees, or any other development or impact fee imposed by Aurora, with the exception of such irrigation water system connection fees that are deemed necessary for the irrigation of those public lands which are to be owned, operated, and maintained by the District.

I. Public Art.

The District shall provide and install such exterior works of art as may be administratively approved by Aurora, which works of art shall comply with applicable Aurora

standards. The aggregate cost of such works of art shall be not less than one percent (1%) of the total principal amount of all bonds issued by the District to finance the construction of above-ground facilities and improvements. At such time as the District selects exterior works of art for installation it shall submit plans, diagrams and/or descriptions of such art to the Aurora Library and Recreation Department for administrative approval.

VI. REGIONAL IMPROVEMENTS

The District shall be responsible for participating in the costs of constructing, installing, and acquiring public regional infrastructure improvements identified in **Exhibit L** attached hereto that benefit the taxpayers of the District to the extent the District has the financial resources to provide funding for such construction. The provisions of this section may be satisfied by the District by a direct financial contribution or the District may agree in its sole and absolute discretion to construct and dedicate such regional improvements to Aurora.

Failure to comply with this Section shall be deemed to be a material modification of the Service Plan.

VII. FINANCING PLAN

A. General Plan of Finance.

The District shall be responsible for the construction of the facilities and improvements described herein to the extent the District has the financial resources to provide funding for such construction. It is currently anticipated that the District will issue Debt in amounts sufficient to permit the District to construct needed facilities. It is also currently anticipated that the

Developer will make contributions to the District to provide funding for the construction of the facilities described herein.

The timing of issuance of bonds of the District, as depicted in the Financing Plan attached hereto as **Exhibit J** will be adjusted from time to time to meet development requirements. The District will be seeking Voted Authorization in the amount of Thirty-Three Million Seven Hundred Twelve Thousand Five Hundred Dollars (\$33,712,500), which includes Twelve Million Eight Hundred Six Thousand Two Hundred Fifty Dollars (\$12,806,250) for future public improvements identified on Exhibit L, and Three Hundred Seventy-Five Thousand (\$375,000) for operation and maintenance debt. Notwithstanding the amount of Voted Authorization, the Debt Limit set forth in Section VII.B. of this Service Plan serves as the ultimate cap for the Debt the District may incur. State Constitutional requirements necessitate that the Voted Authorization be in such amounts to allow the District sufficient flexibility to fund all public improvements contemplated herein; provided however, that in no event shall the total of the new money portion of the Voted Authorization exceed more than 125% of the Debt Limit. The general form of ballot question or questions authorizing the Voted Authorization and the levying of taxes proposed to be submitted by the District to its voters is attached hereto as **Exhibit H**, which may be modified upon advice of District's legal counsel. For purposes of applicable state laws, Aurora requirements and this Service Plan, non-material revisions to the ballot questions shall not require Aurora's approval. The proposed maximum voted interest rate on Debt is eighteen percent (18%) and the maximum discount is five percent (5%).

B. Debt Limit.

The Debt Limit shall be Sixteen Million Seven Hundred Twenty-Five Thousand Dollars (\$16,725,000), which includes Three Hundred Thousand Dollars (\$300,000) for operation and maintenance debt. To the extent the District has the financial resources to provide funding for the future public improvements identified on Exhibit L, the District shall submit an Alternative Financing Plan to Aurora for review and approval in accordance with Section VII (L) of this Service Plan. Increases in Non-Developer Debt necessary to accomplish a refunding, re-issuance or restructuring of Non-Developer Debt and Revenue Obligations shall not count against the Debt Limit. All compound interest, other than on defaulted Non-Developer Debt, shall count against the Debt Limit. Issuance of Non-Developer Debt necessary to accomplish a refunding, re-issuance or restructuring of Developer Debt shall not count against the Debt Limit except to the extent that such issuance exceeds the principal amount of such Non-Developer Debt. To the extent the actual total Non-Developer Debt issued does not include reserve funds in the aggregate amount shown in the Financing Plan, the Debt Limit shall be decreased by the unused reserve fund amount.

The Debt Limit shall not be increased unless approved by Aurora and as permitted by statute. Any increase in the Debt Limit shall be considered a material modification of the Service Plan, unless otherwise permitted herein. The District may request a Revenue Obligation limit authorization either in the initial Service Plan approval process, or subsequently as a material modification to the Service Plan.

Notwithstanding anything contained herein to the contrary, all Debt incurred by the District shall mature no later than forty (40) years from the date of organization of the District. The District will not incur any Debt or levy any taxes until the Framework Development Plan or other

relevant planning document for property within the District has been approved by Aurora. As soon as possible after the District has incurred any Debt, the District shall impose property taxes in a manner consistent with that shown in the Financing Plan.

A written non-binding underwriting engagement letter from a lender or an investment banking firm is attached as **Exhibit I** for all Non-Developer Debt anticipated to be issued within five years of the District's formation.

C. Developer Debt.

The District is anticipated to receive initial funding for both capital and ongoing administrative requirements from Developer Debt. Such Developer Debt shall be subject to the District's obligation to reimburse the same, as shall be evidenced by reimbursement agreements between the District and the Developer. Such Developer Debt shall be limited to a twenty-year term and shall be subject to a maximum allowable interest rate of 300 basis points above the 20-year 'AAA' Municipal Market Data rate in effect at the time such Developer Debt is incurred.

Developer Debt shall count against the Debt Limit. It is estimated that any and all Developer Debt shall be repaid by the District from Non-Developer Debt proceeds or other legally available sources of revenue. Developer Debt shall be subordinate to the District's Non-Developer Debt. Refinancing of Developer Debt shall not require approval by Aurora, except to the extent that such Developer Debt is subject to the provisions of Section VII.I of this Service Plan. Developer Debt that refunds other Developer Debt shall not lengthen the maturity beyond the twenty-year term as required in this section. Additionally, Developer Debt that refunds other Developer Debt shall not bear interest at a rate that exceeds the interest rate of the Developer Debt being refunded. Any such refunding debt issued by the District above and beyond the principal amount of Developer Debt

refunded shall count against the Debt Limit of the District. Any amount of outstanding principal and accrued interest on such Developer Debt that remains unpaid after the final maturity date shall be deemed to be forever discharged and satisfied in full. The total Developer Debt is anticipated to be Eight Million Four Hundred Twenty-One Thousand Four Hundred Fifty One Dollars (\$8,421,451).

D. Non-Developer Debt.

The District anticipates it will issue Non-Developer Debt in the amount of Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) within the first five (5) years of the formation of the District. All Non-Developer Debt issued by the District shall have no more than a thirty (30) year maximum term, and may be payable from any and all legally available revenues of the District, including general *ad valorem* property taxes to be imposed upon all taxable property within the District; subject to the limitations described herein. Substantial or otherwise material deviations from the bond amortization schedules provided in the Financing Plan may constitute an Alternative Financing Plan and require approval as described in Section VII (L) of this Service Plan.

E. Developer Contributions

Developer Contributions are anticipated to be Seven Hundred Thousand Dollars (\$700,000).

F. Mill Levy Cap.

The Total Mill Levy Cap shall be 45.29 mills, adjusted as described below. In connection with the issuance of any Debt, the District may determine in the authorizing documents the portion of the Total Mill Levy Cap which will constitute the debt service mill levy, and the portion thereof, if any, which will constitute the operation and maintenance mill levy, provided that the Total Mill Levy Cap shall not be exceeded.

The Total Mill Levy Cap may be eliminated for payment of Non-Developer Debt at such time as the face amount of all outstanding Non-Developer Debt does not exceed fifty percent (50%) of the assessed valuation of all property within the District. The foregoing Total Mill Levy Cap shall be subject to adjustment if the laws of the State change with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation changes, or other similar changes occur after the date of approval by Aurora of the Service Plan. In any of these events, the Total Mill Levy Cap may be increased or decreased to reflect such changes, so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished or enhanced as a result of such change. If the Total Mill Levy Cap is adjusted in accordance with this section, the District will provide Aurora with written notice that such an adjustment has been made pursuant to the annual report required in Section VIII of this Service Plan. The District will also revise the disclosure required by Section XV to reflect any change to the Total Mill Levy Cap and shall re-record such disclosure.

In order for the District to issue Non-Developer Debt that is not subject to the Total Mill Levy Cap, the total outstanding amount of Non-Developer Debt upon the issuance of such Debt must be not more than fifty percent (50%) of the District's assessed valuation. Additionally, any general obligation debt exceeding fifty percent (50%) of the valuation for assessment of the taxable property in the District must be issued in compliance with Colorado law, and specifically, Section 32-1-1101(6), C.R.S.

Once the Total Mill Levy Cap is removed pursuant to the above requirements so that the District is entitled to pledge to its payment an unlimited *ad valorem* property tax mill levy, the

District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the Debt to assessed ratio.

G. Identification of District Revenue.

In addition to revenues from the District’s *ad valorem* property taxes the District anticipates revenue from the following sources in the following amounts over time:

<u>Revenue</u>	<u>Years Collected</u>	<u>Total Amount</u>
Specific Ownership Taxes	2005-2037	\$3,145,882
Interest Income	2006-2037	\$104,950
Developer Advances	2006	\$8,421,451
Developer Contribution	2006	\$700,000

The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1)(j)(I), C.R.S., as amended from time to time. All financing sources shown in the Financing Plan to support the payment of Debt or Revenue Obligations shall be pledged to the payment of such Debt or Revenue Obligations.

H. Security for Debt.

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

I. Refinancing of District Bonds.

The District agrees that any refinancing of outstanding bonds of the District that could shorten or extend the maturity of such bonds, or increase the total debt service thereon, shall be subject to the prior approval of the Aurora City Council as evidenced by a resolution after a public hearing thereon. Notwithstanding the foregoing, such prior approval need not be obtained where the refunding or restructuring of Non-Developer Debt of the District is being undertaken for the purpose of preventing or averting a default or terminating a condition of default on such Non-Developer Debt.

J. Quinquennial Review.

In accordance with the procedures set forth in Section 32-1-1101.5(1.5), C.R.S., the District shall submit an application for a quinquennial finding of reasonable diligence in every fifth calendar year after the calendar year in which the electors of the District first approve a ballot issue to incur general obligation indebtedness, notwithstanding any subsequent elections. Upon receipt of such application, Aurora shall determine whether: (1) an administrative review to ensure that the District's conduct is in conformance with the provisions of Sections 122-35(b) and (c) of the Aurora City Code is necessary; or (2) alternatively, determine whether the District is in Substantial Quinquennial Compliance with its Financing Plan in which case an administrative review will not be conducted by Aurora.

In the event Aurora determines an administrative review is necessary under this Section, the District shall pay an administrative fee for any review required by Aurora. In the event Aurora determines that a public hearing is necessary on such application, such hearing shall be held in accordance with Section 32-1-1101.5(2)(a), C.R.S., and a determination shall be made to continue,

discontinue or approve a material modification with respect to the board of the District's authority to issue any of the remaining authorized Debt.

K. Description of Existing and Projected Conditions.

There is currently no ongoing development of property within the District. The District consists of approximately 159 acres of Light Industrial/Flex Office zoning. The current assessed value of land within the District is Three Thousand Nine Hundred Ten Dollars (\$3,910). An estimate of the projected assessed valuation of property within the District is set forth in the Financing Plan attached hereto as **Exhibit J**.

L. Financial Analysis.

The Financing Plan has been prepared in accordance with the standards established by the American Institute of Certified Public Accountants and certified by the preparer.

The Financing Plan includes a complete forecasted statement of sources and uses of District revenue, extending through the discharge of all proposed indebtedness. Separate amortization schedules showing annual principal and interest payments are provided for each proposed issue of Non-Developer Debt. Insofar as different classes of debt are proposed, the total debt service for each class of Non-Developer Debt is shown. A Sources and Uses statement is also provided for each proposed issue of Non-Developer Debt.

The Financing Plan demonstrates one method that may be used by the District to finance the cost of facilities. An Alternative Financing Plan may be employed and utilized by the District. Each Alternative Financing Plan shall be submitted to Aurora in advance for administrative review regarding overall consistency of such plan with this Service Plan.

Aurora shall determine whether an Alternative Financing Plan constitutes a material economic deviation from the scope of this Service Plan and the Financing Plan contained therein. Any material economic deviation of the Alternative Financing Plan from the scope of this Service Plan and the Financing Plan contained therein shall be deemed a material modification hereof and shall be subject to the provisions of the Aurora City Code governing the approval of such modifications. At Aurora's sole discretion, the District shall pay an administrative fee for any review required to determine whether material modifications to the Service Plan are being proposed and whether the same are acceptable under the standards set forth for the approval of such modifications in the Aurora City Code.

M. Risk Disclosure

The ability of the District to meet the projections upon which the Financial Plan is premised is subject to various risks and uncertainties, including but not necessarily limited to, actual development that occurs within the District's boundaries, the sale and/or lease of property or buildings as might occur within the area, and the actual market valuation of property within the District's boundaries. Development in the District will be impacted by many factors, including governmental policies regarding land development, the availability of utilities, construction costs, interest rates, competition from other developments, and other political, legal, and economic conditions.

N. Variable Rate Debt Financing.

The District may issue variable rate Debt provided that the District's obligations under such Debt meets the following criteria:

- (1) The maximum interest rate on the Debt, including any penalty rates, shall not exceed the Developer Debt Rate in effect as of the date of issuance; or
- (2) The principal amount of any variable rate Debt that does not meet the criteria in (1) above shall not exceed twenty-five percent (25%) of the remainder of the District's outstanding Debt as of the date of issuance.

VIII. ANNUAL REPORT

A. General

The District shall be responsible for submitting an annual report to Aurora no later than March 1 of each year that the District is in existence.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following events that occurred during the preceding calendar year:

1. Boundary changes made or proposed;
2. Intergovernmental Agreements with other governmental entities entered into or proposed;
3. Changes or proposed changes in the District's policies;
4. Changes or proposed changes in the District's operations;
5. Any material changes in the financial status of the District including revenue projections, or operating costs;
6. A summary of any litigation which involves the District;

7. Proposed plans for the year immediately following the year summarized in the annual report;
8. Status of the District's public improvement construction schedule;
9. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by Aurora; and
10. Summary of current assessed valuation in the District.

C. Summary of Financial Information

In addition, the annual report shall include a one-page summary of the following information:

1. Assessed value of taxable property within the District;
2. Total acreage of property within the District;
3. District indebtedness (stated separately for each class of Debt);
4. District debt service (stated separately for each class of Debt);
5. District tax revenue;
6. Other revenues of the District;
7. Public improvement expenditures; and
8. Other District expenditures.

Such information shall be presented in the following format: (Projected; Year-End Actual; Variance). For purposes of this section, "projected" means as originally projected in the Financing Plan and exhibits, as the same may from time to time be amended . If the comparison between projected and year-end actual numbers is based upon a projection contained in an

amendment to the Service Plan, the amendment should be clearly identified and the date of Aurora's approval referenced.

IX. CONSERVATION TRUST FUND

The District shall not claim any entitlement to moneys from the State Conservation Trust Fund. The District shall remit to Aurora all moneys it may receive from this Fund.

X. DISSOLUTION

In the event there is reason to believe that the purposes for which the District was created have been accomplished, a public hearing shall be conducted before the Aurora City Council to determine whether the District should be dissolved. Prior written notice of such hearing shall be provided to the board of directors of the District. Upon an independent determination of the Aurora City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the Adams County District Court for dissolution. In any event, such dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations.

XI. CONSOLIDATION

The District shall not file a request with the Adams County District Court to consolidate with another Title 32 district without the prior written approval of Aurora.

XII. MODIFICATION OF SERVICE PLAN

The District shall obtain the prior approval of Aurora before making any material modifications to this Service Plan as noted herein. Material modifications shall include all modifications of a basic or essential nature, including any additions to the type of services initially provided by the District, any changes in the Debt Limit, revenue type, or Total Mill Levy Cap of the District, or any changes to the boundaries of the District not described in this Service Plan. The modifications listed in this section are provided as examples only and are not intended in any way to comprise an exclusive list of all actions which may be deemed to be a material modification of this Service Plan. Aurora's approval shall not be required for modifications of a technical, administrative, or mechanical nature necessary for the execution of the original Service Plan.

XIII. FAILURE TO COMPLY WITH THE SERVICE PLAN

In accordance with the authority contained in the Aurora City Code, should the District take any action that constitutes a material modification from the Service Plan without Aurora's prior approval, Aurora shall be entitled to all remedies available under state and local law to enjoin the actions of the District.

XIV. RESOLUTION OF APPROVAL

The District agrees to incorporate the resolution approving the Service Plan adopted by the Aurora City Council, including any conditions imposed on such approval, into the petition presented to the Adams County District Court.

XV. DISCLOSURE

The petitioners and the District will assure that all developers of the property located within the District provide written notice in a form acceptable to Aurora to all purchasers of property in the District regarding the existence of, and the additional taxes, charges, or assessments that may be imposed by the District. The form of disclosure shall be submitted to Aurora for administrative approval within ninety (90) days following the organization of the District and prior to the issuance of any debt by the District. Such disclosure shall include, but not necessarily be limited to the following matters:

1. The authorized Debt of the District, anticipated issuance schedule, and terms thereof, including maximum term and maximum interest rate if applicable;
2. A list and description of the facilities to be operated and maintained by the District;
3. The Total Mill Levy Cap of the District and the procedure for any adjustment thereto;
4. A general description of the infrastructure to be paid for by the District and the expected cost of such infrastructure;
5. An estimate of the annual *ad valorem* property tax to be paid by a representative property within the District;
6. Any District fees applicable to property owners and a statement that such fees are separate from any applicable owners' association fees; and
7. A statement that the most recent Service Plan and Financing Plan are available from the District.

Upon approval of the disclosure by Aurora, the District shall record the disclosure in the real property records of the County of Adams, State of Colorado.

XVI. INTERGOVERNMENTAL AGREEMENT

The form of intergovernmental agreement required by the Aurora City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit K**.

XVII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S. and Section 122-35 of the Aurora City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through Aurora, or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of Aurora;
7. The proposal is in substantial compliance with the comprehensive plan adopted pursuant to Section 146-206 of the Aurora City Code;
8. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The development application required by Chapter 146 of the Aurora City Code for the area to be included in the District has been filed with Aurora;
and
11. The development proposed for the area to be included within the District will enhance the quality of the entire community.

EXHIBIT A

City Council Resolution of Approval

RESOLUTION NO. R2003-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE SERVICE PLAN FOR PARK 70
METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND
THE DISTRICT**

WHEREAS, pursuant to Sections 32-1-204 and 32-1-207, C.R.S., as amended, and Section 122-30 of the Aurora City Code, the Service Plan (the "Service Plan") for the Park 70 Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the Aurora City Code, the City Council held a public hearing on the Service Plan for the District on _____, 2003; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, on _____, 2003 as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved unconditionally, as permitted by Section 32-1-203(1), C.R.S., as amended, and Section 122-35(a) of the Aurora City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement with the District at the time of its formation for the purpose of assigning the relative rights and responsibilities between the City and the Districts with respect to certain functions, operations, and obligations of the Districts; and

WHEREAS, Section 10-12 of the Aurora City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the Aurora City Code relating to the filing of a Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard; and, that evidence satisfactory to the City Council of each of the following was presented:

- A. There is sufficient existing and projected need for organized service in the area to be served by the proposed District;
- B. The existing service in the area to be served by the proposed District is not adequate for present and projected needs;
- C. Adequate service is not and will not be available to the area through the City or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- D. The proposed District is capable of providing economical and sufficient service to the area that it intends upon serving;
- E. The area to be included within the proposed District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis;
- F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City;
- G. The proposal is in substantial compliance with the comprehensive master plan adopted by the City;
- H. The proposal is in compliance with any duly adopted long-range water quality management for the area;
- I. The creation of the proposed District will be in the best interests of the area proposed to be served;
- J. The development application required by chapter 146 or 147 of the Aurora City Code for the area to be included in the proposed District has been filed with the City;

- K. The development proposed for the area to be included within the proposed District will enhance the quality of the entire community.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the Intergovernmental Agreement between the City and the District (the "IGA") in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The performance of the IGA by the City shall be contingent upon the formation of and the issuance of debt by the proposed District for the purpose of securing sufficient funds for their obligations under the IGA.

Section 6. The proposed District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA.

Section 7. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the purpose of filing in the District Court of Adams County.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

Section 9. Any reconsideration of this Resolution is hereby waived.

RESOLVED AND PASSED this _____ day of _____, 2003.

CITY OF AURORA, CITY COUNCIL
CITY OF AURORA, COLORADO

By: _____
Paul E. Tauer, Mayor

ATTEST:

Debra Johnson, City Clerk

APPROVED AS TO FORM: _____

EXHIBIT B

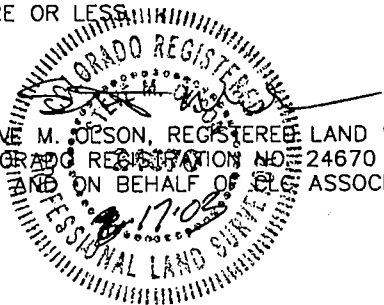
Legal Description

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 31, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER TO BEAR SOUTH 89 DEGREES 47 MINUTES 00 SECONDS EAST WITH ALL BEARINGS HEREIN BASED THEREON; THENCE NORTH 00 DEGREES 27 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST ONE QUARTER OF SECTION 31, A DISTANCE OF 177.01 FEET TO THE POINT OF BEGINNING AND BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PARCEL TK-94 UNDER RULE AND ORDER RECORDED JUNE 4, 1999, IN BOOK 5777 AT PAGE 805 AND BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY LINE; 1) NORTH 89 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.07 FEET; 2) NORTH 85 DEGREES 49 MINUTES 09 SECONDS WEST, A DISTANCE OF 364.01 FEET; 3) NORTH 81 DEGREES 34 MINUTES 22 SECONDS WEST, A DISTANCE OF 809.11 FEET ; 4) ALONG THE ARC OF A 950.67 FOOT RADIUS CURVE TO RIGHT, THROUGH A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 46 SECONDS, AN ARC DISTANCE OF 837.84 FEET, WITH A CHORD BEARING OF NORTH 56 DEGREES 19 MINUTES 29 SECONDS WEST, A DISTANCE OF 810.99 FEET; 5) NORTH 31 DEGREES 04 MINUTES 36 SECONDS WEST, A DISTANCE OF 110.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PARCEL TK-93 UNDER RULE AND ORDER RECORDED JUNE 4, 1999 IN BOOK 5777 AT PAGE 805; THENCE NORTH 31 DEGREES 04 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 775.46 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 43 SECONDS EAST, A DISTANCE OF 295.00 FEET; THENCE NORTH 03 DEGREES 11 MINUTES 17 SECONDS EAST, A DISTANCE OF 651.07 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 43 SECONDS EAST, A DISTANCE OF 888.56 FEET; THENCE NORTH 03 DEGREES 11 MINUTES 17 SECONDS EAST, A DISTANCE OF 711.06 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 83 DEGREES 00 MINUTES 22 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1,970.01 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 31, A DISTANCE OF 2,411.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70; THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 872.36 FEET TO THE POINT OF BEGINNING, CONTAINING 6,525,689 SQUARE FEET OR 149.809 ACRES, MORE OR LESS.

STEVE M. OLSON, REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 24670
 FOR AND ON BEHALF OF CLC ASSOCIATES, INC.



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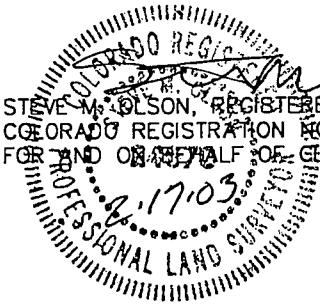
PROJ #: 02.0310 DATE: 2/17/03 REV #: XXX ASI #: XXX	LEGAL DESCRIPTION REMAINDER PARCEL ADAMS COUNTY, COLORADO	CLC ASSOCIATES 8480 E. ORCHARD RD. SUITE 2000 GREENWOOD VILLAGE COLORADO 80111 P 303 770 5600 F 303 770 2349 CLCASSOC.COM ARCHITECTURE ENGINEERING PLANNING LANDSCAPE ARCHITECTURE LAND SURVEYING	
SHEET 1		LEGAL DESCRIPTION	

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST ONE HALF OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST ONE QUARTER TO BEAR NORTH 00 DEGREES 21 MINUTES 12 SECONDS EAST, WITH ALL BEARINGS HEREIN BASED THEREON; THENCE SOUTH 89 DEGREES 54 MINUTES 36 SECONDS EAST, A DISTANCE OF 100.16 FEET TO A POINT ON THE EASTLY RIGHT OF WAY LINE OF PARCEL TK-93 UNDER RULE AND ORDER RECORDED JUNE 4, 1999, IN BOOK 5777 AT PAGE 805 AND BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 355.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 83 DEGREES 00 MINUTES 22 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 120.79 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 340.93 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 461.40 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 43 SECONDS EAST, A DISTANCE OF 427.22 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 651.07 FEET; THENCE NORTH 86 DEGREES 48 MINUTES 43 SECONDS WEST, A DISTANCE OF 295.00 FEET TO A POINT ON THE SAID EASTERLY LINE OF PARCEL TK-93; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE; 1) NORTH 31 DEGREES 04 MINUTES 36 SECONDS WEST, A DISTANCE OF 270.64 FEET; 2) NORTH 22 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 204.43 FEET; 3) NORTH 00 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 698.00 FEET TO THE POINT OF BEGINNING, CONTAINING 401,860 SQUARE FEET OR 9.225 ACRES, MORE OR LESS.

STEVE M. OLSON, REGISTERED LAND SURVEYOR
COLORADO REGISTRATION NO. 24670
FOR AND ON BEHALF OF CLC ASSOCIATES, INC.



P:\03-031 D:\04\LOT AREAS.dwg, 02/17/2003 11:09:27 AM, BTEVECOL

PROJ #: 02.0310
DATE: 2/17/03
REV #: XXX
AS1 #: XXX

LEGAL DESCRIPTION

TRACT A, PROLOGIS PARK 70

ADAMS COUNTY, COLORADO

CLC ASSOCIATES
8480 E. ORCHARD RD.
SUITE 2000
GREENWOOD VILLAGE
COLORADO 80111
P 303 770 5600
F 303 770 2349
CLCASSOC.COM
ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING



EXHIBIT C

Aurora Vicinity Map

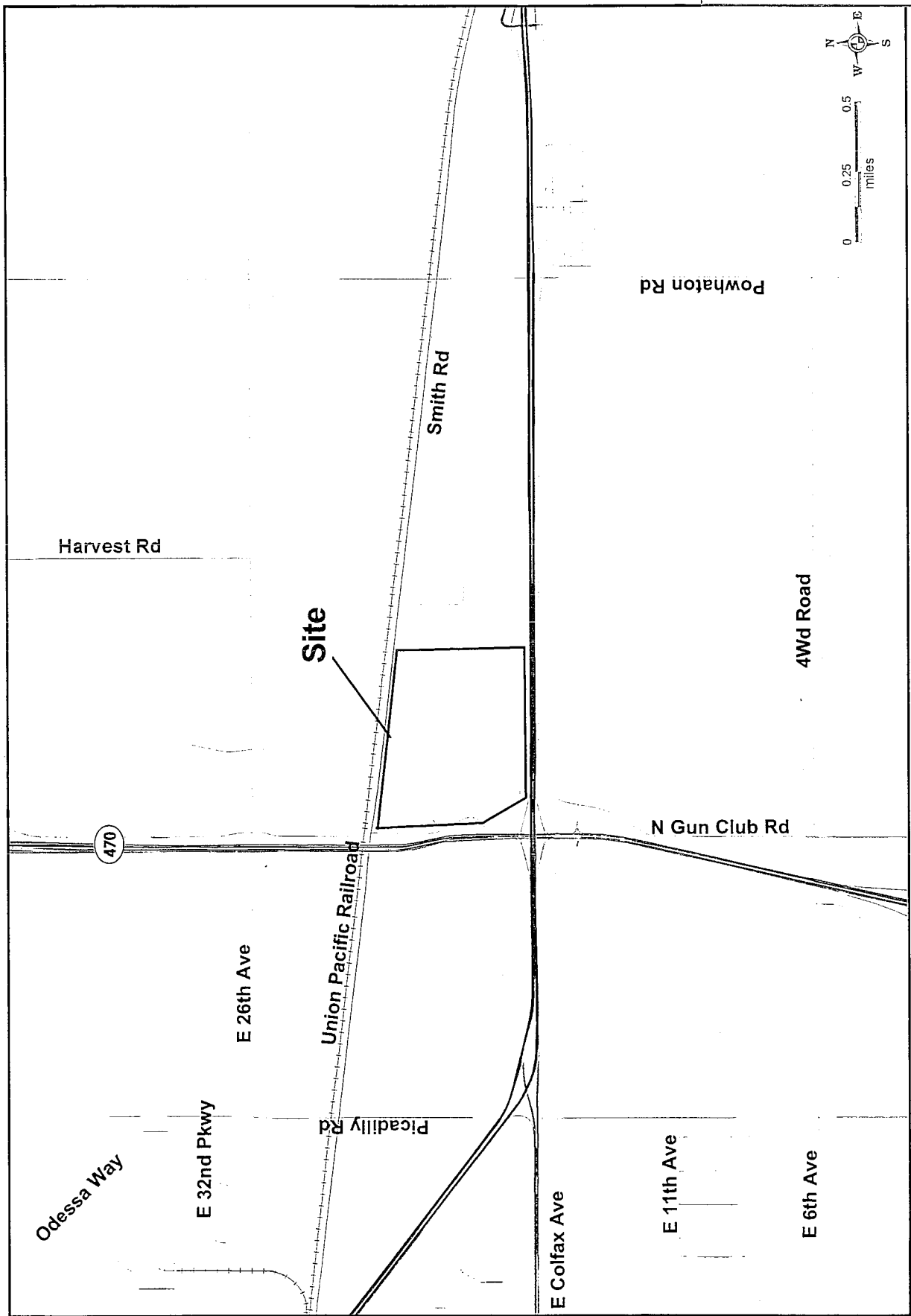
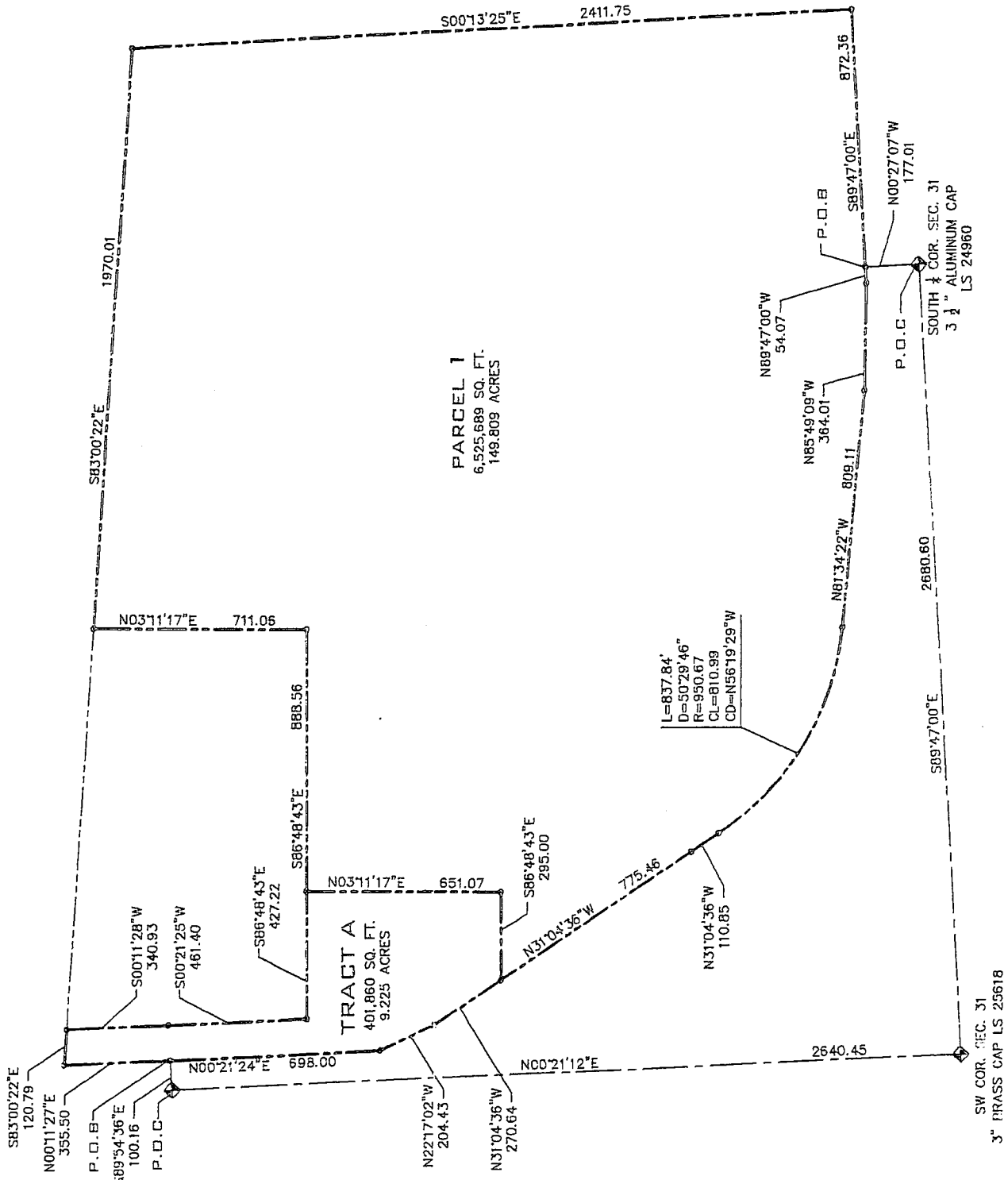
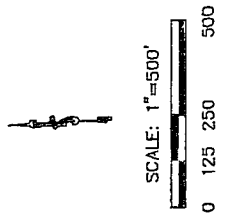


EXHIBIT D

Boundary Map

PARK 70 METRO DISTRICT
CITY OF AURORA, ADAMS COUNTY, COLORADO

DISTRICT BOUNDARY MAP
EXHIBIT D
May 1, 2003



S83°00'22"E
120.79

N00°11'27"E
355.90

P.O.B.

S89°54'36"E
100.16

P.O.C.

N00°21'24"E

698.00

N03°11'17"E

711.06

S00°11'28"W

340.93

S00°21'25"W

461.40

S86°48'43"E

427.22

S86°48'43"E

888.56

N03°11'17"E

651.07

S86°48'43"E

295.00

N31°04'36"W

775.46

N31°04'36"W

110.85

N81°34'22"W

808.11

N89°47'00"W

54.07

P.O.B.

S89°47'00"E

177.01

N00°27'07"W

2680.60

S89°47'00"E

2680.60

N00°21'12"E

2640.45

S00°13'25"E

2411.75

S83°00'22"E

1970.01

S00°13'25"E

872.36

EXHIBIT E

Proof of Ownership

TRANSNATION TITLE INSURANCE COMPANY

POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$ 3,180,640.00

Policy No.: C36801

Date of Policy:

1. Name of Insured:

ProLogis, A Maryland Real Estate Investment Trust

2. The estate or interest in the land described herein and which is covered by this policy is: FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

ProLogis, A Maryland Real Estate Investment Trust

4. The land referred to in this Policy is described as follows:

(SEE ATTACHED PAGE FOR LEGAL DESCRIPTION)

TRANSNATION TITLE INSURANCE COMPANY

Policy No.: C36801

LEGAL DESCRIPTION

PARCEL B:

A parcel of land located in Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the Southeast corner of the Southwest one-quarter of said Section 31, and considering the South line of the Southwest one quarter to bear South 89 degrees 47 minutes 00 seconds East with all bearings herein based thereon;

Thence North 00 degrees 27 minutes 07 seconds West along the East line of the said Southwest one quarter of Section 31, as distance of 177.01 feet to the Point of Beginning and being a point on the Northerly right of way line of Parcel TK-94 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence the following five (5) courses along said Northerly line;

- 1) North 89 degrees 47 minutes 00 seconds West, a distance of 54.07 feet;
- 2) North 85 degrees 49 minutes 09 seconds West, a distance of 364.01 feet;
- 3) North 81 degrees 34 minutes 22 seconds West, a distance of 809.11 feet;
- 4) Along the arc of a 950.67 foot radius curve to right, through a central angle of 50 degrees 29 minutes 46 seconds, an arc distance of 837.84 feet, with a chord bearing of North 56 degrees 19 minutes 29 seconds West, a distance of 810.99 feet;

- 5) North 31 degrees 04 minutes 36 seconds West, a distance of 110.85 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999 in Book 5777 at Page 805;

Thence North 31 degrees 04 minutes 36 seconds West along said Easterly line, a distance of 775.46 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 295.00 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 651.07 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 888.56 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 711.06 feet to a point on the Southerly right of way line line of the Union Pacific Railroad;

Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 1,970.01 feet,

Thence South 00 degrees 13 minutes 25 seconds East and parallel with the East line of the Southeast one quarter of said Section 31, a distance of 2,411.75 feet to the Northerly right of way line of Interstate 70;

Thence North 89 degrees 47 minutes 00 seconds West along said North line, a distance of 872.36 feet to the Point of Beginning.

County of Adams, State of Colorado.

PARCEL C:

TRANSNATION TITLE INSURANCE COMPANY

Policy No.: C36801

SCHEDULE A - continued

LEGAL DESCRIPTION

A parcel of land located in the West one half of Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:
Commencing at the West quarter corner of said Section 31 and considering the West line of the Southwest one quarter to bear North 00 degrees 21 minutes 12 seconds East, with all bearing herein based thereon;
Thence South 89 degrees 54 minutes 36 seconds East, a distance of 100.16 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;
Thence North 00 degrees 11 minutes 27 seconds East along said East line, a distance of 355.50 feet to a point on the Southerly right of way line of The Union Pacific Railroad;
Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 120.79 feet;
Thence South 00 degrees 11 minutes 28 seconds West, a distance of 340.93 feet;
Thence South 00 degrees 21 minutes 25 seconds West, a distance of 461.40 feet;
Thence South 86 degrees 48 minutes 43 seconds East, a distance of 427.22 feet;
Thence South 03 degrees 11 minutes 17 seconds West, a distance of 651.07 feet;
Thence North 86 degrees 48 minutes 43 seconds West, a distance of 295.00 feet to a point on the said Easterly line of Parcel TK-93;
Thence the following three (3) courses along said Easterly line;
1) North 31 degrees 04 minutes 36 seconds West, a distance of 270.64 feet;
2) North 22 degrees 17 minutes 02 seconds West, a distance of 204.43 feet;
3) North 00 degrees 21 minutes 24 seconds East, a distance of 698.00 feet to the Point of Beginning.
County of Adams, State of Colorado.

Also Known as Tract A, Block 1, ProLogis Park 70 Subdivision Filing No. 1, according to the Plat thereof recorded February 28, 2003, in File 18, at Page 858, in the Office of the Clerk and Recorder of Adams County, Colorado.

664,120!
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TRANSNATION TITLE INSURANCE COMPANY

Policy No.: C36801

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes for the year 2003, a lien, but not yet due or payable.
6. Reservation made by the Union Pacific Railway Company in deed recorded October 20, 1893 in Book A2 at Page 527, providing substantially as follows:
Reserving unto said company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right-of-way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same.
7. Right to deny or restrict each and every right of access to and from the land insured hereby, directly onto abutting street or highway designated as Interstate 70, along or across a line described as follows:
Beginning at a point on the East line of Section 31, Township 3 South, Range 65 West of the 6th P.M., from which point the Southeast corner of said Section 31 bears South, a distance of 177.0 feet;
1) thence N 89 deg. 47 min. W, a distance of 4647.3 feet;
2) thence S 00 deg. 13 min. W, a distance of 27 feet;
3) thence N 89 deg. 47 min. W, a distance of 75 feet to the East line of a frontage road;
by reason of relinquishment of said access rights by Rule and Order, Civil Action No. 7619, to the Department of Highways, State of Colorado, recorded April 16, 1959 in Book 772 at Page 381.

TRANSNATION TITLE INSURANCE COMPANY

Policy No.: C36801

SCHEDULE B - continued

8. Easement and right-of-way for pipe line purposes, as granted to Colorado Interstate Gas Company by Claude Craig, in the instrument recorded August 19, 1947 in Book 342 at Page 319, and amended by Agreement recorded August 11, 1981 in Book 2577 at Page 694.
9. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement by and between Dot-Sal and The City of Aurora recorded January 26, 1987 in Book 3265 at Page 708.
10. Terms, agreements, provisions, conditions and obligations as contained in Right of Way Agreement for Pipeline by and between Claude C. Craig Trust and Diamond Shamrock Pipeline Company recorded September 5, 1996 in Book 4831 at Page 88.
11. Terms, agreements, provisions, conditions, easements and obligations as contained in Joint Consent to Entry of Rule and Order and Joint Rule and Order recorded June 4, 1999 in Book 5777 at Page 777 and recorded June 4, 1999 in Book 5777 at Page 805.
12. Covenants, notes and easements as shown on the recorded plat of ProLogis Park 70 Subdivision Filing No. 1, recorded _____.

PURCHASE, SALE AND DONATION AGREEMENT

This Purchase, Sale and Donation Agreement (this "Agreement") is made effective this 4th day of MARCH, 2003, by and between the City of Aurora, Colorado, a municipal corporation of the Counties of Adams, Arapahoe and Douglas ("Aurora"), and Union Pacific Railroad Company, a Delaware corporation ("Union Pacific") (the "Parties"). This agreement is made with respect to the following facts:

Union Pacific and County of Adams entered into an agreement dated January 25, 1937 for the use of a portion of Union Pacific's right-of-way as a public roadway. The County of Adams has declined to continue leasing any portion of the right-of-way that will be annexed by Aurora. Aurora and Union Pacific have decided to enter into this Agreement for purchase, sale and donation of the portion of the right-of-way that will be annexed, identified more fully herein.

The Parties have agreed to terms, set forth below, regarding the purchase, sale and donation of the portion of the railroad right-of-way pursuant to the provisions of 43 U.S.C. 913, which authorizes the transfer of a portion of the railroad right-of-way to Aurora for use as a public roadway.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Within five days of the execution of this Agreement, Aurora will pay, or cause to be paid, in cash or certified funds, the sum of Three Hundred Sixteen Thousand Two Hundred Forty-Eight Dollars and No Cents (\$316,248.00) payable to Union Pacific.
2. The parties acknowledge that the fair market value of the Property exceeds the Purchase Price of Three Hundred Sixteen Thousand Two Hundred Forty Eight and No Cents (\$316,248.00) set forth herein, and that the Property is being donated as a charitable contribution to the extent of such excess. Upon request of Union Pacific, Aurora agrees to execute and furnish to Union Pacific Internal Revenue Service Form 8283 acknowledging receipt of the Property as a contribution to the extent of such excess. Aurora acknowledges that the amount to be paid is the total amount of funds it has available for the purchase of the Property from all sources.

3. Coincident with the payment to Union Pacific of the sum of Three Hundred Sixteen Thousand Two Hundred Forty Eight and No Cents (\$316,248.00), Union Pacific will transfer to Aurora by quitclaim deed, in the form attached hereto as **Exhibit A**, Union Pacific's right, title and interest in and to the Smith Road right-of-way, generally consisting of the southern 100 feet of the Union Pacific right-of-way within Aurora, located between railroad mileposts 625.46 and 623.79 ("Smith Road"), as more fully described on the attached **Exhibit B**. Aurora acknowledges that Smith Road is subject to existing rights of third parties, whether or not of record, including, without limitation, (a) Deed dated April 1, 1971, that conveyed to Union Pacific Land Resources Corporation all mineral rights of every kind and character, together with the sole, exclusive and perpetual right to explore for, remove, and dispose of such minerals by any means or methods suitable, and (b) various easements, licenses, and agreements that will be identified, with respect to which, at or after Closing, Union Pacific shall assign, and Aurora shall assume, Union Pacific's rights and obligations, if any, under all such easements, licenses and agreements to the extent the same affect and relate to Smith Road. Said transfer shall also be subject to the use of the Smith Road right-of-way by Union Pacific for railroad tracks and other railroad facilities as may be required at any existing railroad crossing, or future crossing which has been approved by the Colorado Public Utilities Commission, or like authority having jurisdiction over the approval of railroad/highway crossings. Union Pacific shall have the further right to use, improve, and maintain any such crossings, provided that upon completion of any such work to construct, improve or maintain the crossing, Union Pacific shall restore the highway at the crossing to its former state of usefulness.
4. Should AURORA decide to change the configuration or alignment of the traveled highway located on the subject property, or to make other changes in the roadway or its operation (such as material increases in the speed limits, direction of travel, access roadways, or other) which may, in the reasonable opinion of the Chief Engineer of Union Pacific Railroad Company, pose new or increased danger to the remainder of the railroad right-of-way which can be lessened, mitigated or eliminated by the erection of barriers or other devices, AURORA shall, at its own expense, construct and maintain any such barriers or other devices.
5. a.) Aurora acknowledges and agrees that the Smith Road property is to be transferred to and accepted by Aurora in an "as is" condition with all faults. Union Pacific makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Smith Road property, in particular, but without limitation, Union Pacific makes no representations or warranties with respect to the use, condition, occupation, or management of the Smith Road property, or with respect to compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and

restrictions (whether or not of record). Aurora acknowledges that it is entering into this Agreement on the basis of Aurora's own investigation of the physical and environmental condition of the Smith Road property, including the subsurface conditions, and Aurora assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigations. Aurora acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and the purchase, sale and donation of Smith Road property, and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

- b.) Aurora, for itself, its successors and assigns, hereby waives, releases, remises, acquits, and forever discharges Union Pacific, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Aurora now has or which Aurora may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Smith Road property, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act.
 - c.) Aurora shall, to the maximum extent permitted by law, indemnify, defend and save harmless Union Pacific, its affiliates, their employees, agents, officers, successors and assigns, from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Smith Road property (including, without limitation, any contamination in, on, under, or adjacent to the Smith Road property by any hazardous or toxic substance or material), or any federal, state or local law, ordinance, rule or limitation and the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act.
6. Aurora agrees that it shall not place any assessment or charge against the Remaining Union Pacific right-of-way in the vicinity of the Smith Road property (between railroad mileposts 625.46 and 623.79) relating to or

resulting from this acquisition by Aurora, or the construction, maintenance, or improvement of Smith Road. Aurora further agrees that should any assessment or charge be made against said Union Pacific right-of-way by Aurora or any other public or quasi-public entity relating to or resulting from this acquisition or the construction, maintenance, or improvement of Smith Road, that Aurora will be responsible for the payment of any amounts due as part of any such assessment, and Aurora shall promptly pay any such amounts to the entity imposing such assessment.

7. All individuals executing this Agreement in a representative capacity warrant and represent by their signatures that they have full authority of the entity for which they are executing this agreement to enter into all of the releases and agreements contained herein and that no rights, claims, or demands relinquished hereby have been assigned, conveyed, or transferred to any other individual or entity.
8. In entering into this Agreement, the Parties have relied upon advice of their own counsel and have not relied upon any statements of fact or opinions of law conveyed by any other party hereto.
9. Any provisions of this Agreement which require observance or performance subsequent to the applicable date of transfer of title, including representations, warranties and indemnities shall remain in force and effect following the transfer, and execution and delivery of the quitclaim deed. Either party may record this agreement.

CITY OF AURORA, COLORADO

By: Ronald S. Miller
Ronald S. Miller
City Manager

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

By: Tony K. Love
Name: TONY K. LOVE
Title: GENERAL MANAGER

EXHIBIT A

QUITCLAIM DEED
FOR SMITH ROAD RIGHT-OF-WAY

This Quitclaim Deed ("Deed") is executed and delivered this _____ day of _____, 2003, by UNION PACIFIC RAILROAD COMPANY ("Union Pacific") to the CITY OF AURORA, COLORADO, a municipal corporation located in the counties of Adams, Arapahoe and Douglas ("AURORA").

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, whose street address is 1416 Dodge Street, City of Omaha, County of Douglas, State of Nebraska, GRANTOR, for the consideration of \$316,248.00 in hand paid, hereby sells, donates and quitclaims to the CITY OF AURORA, Colorado, a municipal corporation located in the counties of Adams, Arapahoe and Douglas, whose street address is 15151 E. Alameda Parkway, City of Aurora, County of Arapahoe, State of Colorado, Grantee, that certain real property known as the Smith Road Right-of -Way, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances to the same, for the purposes, without limitation, of owning and using the Smith Road Right-of-Way for the continued occupation, use and enjoyment of Smith Road by AURORA. Said transfer is made pursuant to 43 U.S.C. 913.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the GRANTOR, including any title obtained by GRANTOR subsequent hereto, either in law or equity, to the only proper use, benefit and behoof of the GRANTEE, its successors and assigns forever.

Signed this _____ day of _____, 2003

GRANTOR: UNION PACIFIC RAILROAD COMPANY, a
Delaware Corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Quitclaim Deed for Smith Road Right-of-Way of Union Pacific Railroad Company, a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2003

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

EXHIBIT "B"

SMITH ROAD RIGHT-OF-WAY

2/26/2003

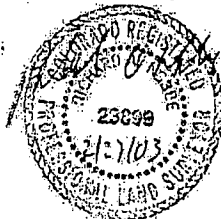
A PARCEL OF LAND BEING A PORTION OF THE SOUTHERLY 100 FEET OF THE 400 FOOT UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN NORTH HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S00°16'46"W ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1538.14 FEET TO THE POINT OF BEGINNING; THENCE S83°29'41"E ALONG A LINE THAT IS 100 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 5342.78 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING S83°29'41"E A DISTANCE OF 3550.48 FEET; THENCE S00°42'52"E A DISTANCE OF 100.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 3551.21 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 5343.81 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE N00°16'46"E ALONG SAID WESTERLY LINE A DISTANCE OF 100.59 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 20.418 ACRES MORE OR LESS

BEARINGS ARE BASED ON THE CITY OF AURORA COORDINATE SYSTEM ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 36 BEARING N0°18'05"W AND BEING MONUMENTED BY A POUND 3 1/4" ALUMINUM CAP PLS # 24313 AT THE NORTH EAST SECTION CORNER AND A FOUND 3 1/4" ALUMINUM CAP PLS # 24313 AT THE EAST QUARTER CORNER

PREPARED BY RICHARD A. NOBBE P.L.S.
FOR AND ON BEHALF OF
MARTIN / MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX



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ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to the CITY OF AURORA, COLORADO, a municipal corporation of the Counties of Adams, Arapahoe and Douglas ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on **Exhibit A**, which Licenses are listed on **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing after the date hereof, and (b) to the maximum extent permitted by law, indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property after the date hereof, and (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing after the date hereof as they relate to the Property.

This assignment is subject to the Agreement for Assignment of Certain Licenses and Agreements between Assignor and Strong Capital I, a Delaware limited partnership ("Strong"), dated May 24, 2001, under which certain rights of Assignor in and to the Licenses identified as Audit Nos. 25557 and A80062 were assigned to Strong.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

This Agreement is dated this 6th day of March, 2003.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Jon K. Love
Title: General Manager - Real Estate

CITY OF AURORA, COLORADO

By: Kenneth Miller
Title: CITY MANAGER

EXHIBIT "A"

SMITH ROAD RIGHT-OF-WAY
2/26/2003

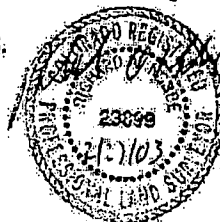
A PARCEL OF LAND BEING A PORTION OF THE SOUTHERLY 100 FEET OF THE 400 FOOT UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN NORTH HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S00°16'46"W ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1538.14 FEET TO THE POINT OF BEGINNING; THENCE S83°29'41"E ALONG A LINE THAT IS 100 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 5342.78 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING S83°29'41"E A DISTANCE OF 3550.48 FEET; THENCE S00°42'52"E A DISTANCE OF 100.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 3551.21 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 5343.81 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE N00°16'46"E ALONG SAID WESTERLY LINE A DISTANCE OF 100.59 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 20.418 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE CITY OF AURORA COORDINATE SYSTEM ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 36 BEARING N0°18'05"W AND BEING MONUMENTED BY A FOUND 3/4" ALUMINUM CAP PLS # 24313 AT THE NORTH EAST SECTION CORNER AND A FOUND 3/4" ALUMINUM CAP PLS # 24313 AT THE EAST QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE P.L.S.
FOR AND ON BEHALF OF
MARTIN / MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX



G:\JANSEN\15337C_Catellus-E470\Survey\E-site-Aurora\SMITH ROAD RIGHT.doc

EXHIBIT "B"

**U.P.R.R. REAL ESTATE DEPARTMENT
SALE OF LAND AT AURORA, CO
TO CITY OF AURORA, CO**

MILEPOST 623.79 TO MILEPOST 632.08

FOLDER 2151-68

AUDIT	FOLDER	PARTY NAME	PURPOSE	CITY	ST	MP S	ANNUAL AM	DISPOSITION	CONTAINED
170437	809451	AURORA, COLORADO, CITY OF	Crossing - Public Roadway	AURORA	CO	625	\$0	Assigned	Partially
171922	811529	STATE OF COLORADO, DEPT OF TRANS	Warning Devices - Public Roadway	SABLE	CO	625	\$0	Assigned	Partially
187749	6480	VALERO LOGISTICS OPERATIONS L.P.	Encroachment - Pipeline	AURORA	CO	625	\$0	Assigned	Partially
118572		PUBLIC SERVICE COMPANY OF COLO	Crossing - Wireline	MESA	CO	624	\$0	Assigned	Partially
A75082	4862	PUBLIC SERVICE CO OF COLORADO	Encroachment - Wireline	MESA	CO	625	\$0	Assigned	Partially
A73150	4861	COLORADO, PUBLIC SERVICE COMPAN	Encroachment - Wireline	MESA	CO	625	\$0	Assigned	Partially
201370	157201	E-470 PUBLIC HIGHWAY AUTHORITY	Wire	SABLE	CO	624	\$0	Assigned	Partially
209675	86080	ENRON BROADBAND SERVICES, INC	Crossing - Wireline	AURORA	CO	625	\$0	Assigned	Partially
214437	183896	WORLDWIDE FIBER NETWORKS, INC.	Crossing - Wireline	AURORA	CO	625	\$0	Assigned	Partially
223292	204692	AT&T CORP.	Crossing - Wireline	AURORA	CO	625	\$0	Assigned	Partially
223482	204695	TOUCH AMERICA, INC.	Crossing - Wireline	AURORA	CO	625	\$0	Assigned	Partially
132264	8112	AURORA, CITY OF	Crossing Pipeline	MESA	CO	0	\$0	Assigned	Partially
218560	193619	MCLEODUSA TELECOMMUNICATIONS SERVICES INC.	Encroachment - Wireline	AURORA	CO	625	\$0	Assigned	Partially
217496	190249	BROADWING COMMUNICATION SERVICE INC.	Crossing - Wireline	AURORA	CO	625	\$0	Assigned	Partially
25557	25557	QWEST CORPORATION	Encroachment - Wireline	MESA	CO	624	\$17,984	Assigned	Totally
A80062*	6233	PUBLIC SERVICE COMPANY OF COLO	Encroachment - Pipeline	MAGEE	CO	629	\$5,270	Assigned	Totally

WARRANTY DEED

Doc Fee \$149.12
Recorded
3/7/03
Receipt #
C1108022

THIS DEED, Made this 4th day of March, 2003

Between Claude C. Craig Trust

of the County of Adams and State of Colorado, grantor(s),

and ProLogis, a Maryland Real Estate Investment Trust

whose legal address is: 14100 East 35th Place, Aurora, CO 80011

of the County of Adams and State of Colorado, grantee(s):

WITNESSETH, That the grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

General taxes for 2003 and subsequent years; except easements, restrictions, covenants, conditions, reservations and rights of way of record, if any;

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Claude C. Craig Trust

BY: Donald J. Craig
Donald J. Craig, Trustee

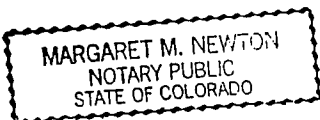
BY: Jerry J. Craig
Jerry J. Craig, Trustee

State of Colorado)
County of Adams)

The foregoing instrument was acknowledged before me this 4th day of March, 2003 by Donald J. Craig and Jerry J. Craig, Trustees of the Claude C. Craig Trust.

Witness my hand and official seal.

My commission expires May 12, 2006



Margaret M. Newton
Notary Public

C 36801

ESCROW NO.: C36801
DATE: March 04 2003

"EXHIBIT A"
LEGAL DESCRIPTION

PARCEL B:

A parcel of land located in Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the Southeast corner of the Southwest one-quarter of said Section 31, and considering the South line of the Southwest one quarter to bear South 89 degrees 47 minutes 00 seconds East with all bearings herein based thereon;

Thence North 00 degrees 27 minutes 07 seconds West along the East line of the said Southwest one quarter of Section 31, as distance of 177.01 feet to the Point of Beginning and being a point on the Northerly right of way line of Parcel TK-94 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence the following five (5) courses along said Northerly line;

1) North 89 degrees 47 minutes 00 seconds West, a distance of 54.07 feet;

2) North 85 degrees 49 minutes 09 seconds West, a distance of 364.01 feet;

3) North 81 degrees 34 minutes 22 seconds West, a distance of 809.11 feet;

4) Along the arc of a 950.67 foot radius curve to right, through a central angle of 50 degrees 29 minutes 46 seconds, an arc distance of 837.84 feet, with a chord bearing of North 56 degrees 19 minutes 29 seconds West, a distance of 810.99 feet;

5) North 31 degrees 04 minutes 36 seconds West, a distance of 110.85 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999 in Book 5777 at Page 805;

Thence North 31 degrees 04 minutes 36 seconds West along said Easterly line, a distance of 775.46 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 295.00 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 651.07 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 888.56 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 711.06 feet to a point on the Southerly right of way line of the Union Pacific Railroad;

Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 1,970.01 feet;

Thence South 00 degrees 13 minutes 25 seconds East and parallel with the East line of the Southeast one quarter of said Section 31, a distance of 2,411.75 feet to the Northerly right of way line of Interstate 70;

Thence North 89 degrees 47 minutes 00 seconds West along said North line, a distance of 872.36 feet to the Point of Beginning.
County of Adams, State of Colorado.

PARCEL C:

A parcel of land located in the West one half of Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the West quarter corner of said Section 31 and considering the West line of the Southwest one quarter to bear North 00 degrees 21 minutes 12 seconds East, with all bearing herein based thereon;

Thence South 89 degrees 54 minutes 36 seconds East, a distance of 100.16 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence North 00 degrees 11 minutes 27 seconds East along said East line, a distance of 355.50 feet to a point on the Southerly right of way line of The Union Pacific Railroad;
Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 120.79 feet;
Thence South 00 degrees 11 minutes 28 seconds West, a distance of 340.93 feet;
Thence South 00 degrees 21 minutes 25 seconds West, a distance of 461.40 feet;
Thence South 86 degrees 48 minutes 43 seconds East, a distance of 427.22 feet;
Thence South 03 degrees 11 minutes 17 seconds West, a distance of 651.07 feet;
Thence North 86 degrees 48 minutes 43 seconds West, a distance of 295.00 feet to a point on the said Easterly line of Parcel TK-93;
Thence the following three (3) courses along said Easterly line;
1) North 31 degrees 04 minutes 36 seconds West, a distance of 270.64 feet;
2) North 22 degrees 17 minutes 02 seconds West, a distance of 204.43 feet;
3) North 00 degrees 21 minutes 24 seconds East, a distance of 698.00 feet to the Point of Beginning.
County of Adams, State of Colorado.

Also Known as Tract A, Block 1, ProLogis Park 70 Subdivision Filing No. 1, according to the Plat thereof recorded February 28, 2003, in File 18, at Page 858, in the Office of the Clerk and Recorder of Adams County, Colorado.

Doc Fee \$149.10

Recorded

3/7/03

Recap # C 110300

WARRANTY DEED

THIS DEED, Made this 4th day of March, 2003

Between CX/Limited Partnership, a Colorado limited partnership

of the County of Adams and State of Colorado, grantor(s),

and ProLogis, a Maryland Real Estate Investment Trust

whose legal address is: 14 100 East 35th Place, Aurora, CO 80011

of the County of Adams and State of Colorado, grantee(s):

WITNESSETH, That the grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

General taxes for 2003 and subsequent years; except easements, restrictions, covenants, conditions, reservations and rights of way of record, if any;

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

CX/Limited Partnership, a Colorado Limited partnership

BY: Donald J. Craig
Donald J. Craig, general partner

BY: Jerry J. Craig
Jerry J. Craig, general partner

State of Colorado)
County of Adams)

The foregoing instrument was acknowledged before me this 4th day of March, 2003 by Donald J. Craig and Jerry J. Craig, general partners of CX/Limited partnership, a Colorado limited partnership

Witness my hand and official seal.

My commission expires May 12, 2006

MARGARET M. NEWTON
NOTARY PUBLIC
STATE OF COLORADO

Margaret M. Newton
Notary Public

C 36801

ESCROW NO.: C36801
DATE : March 04 2003

"EXHIBIT A"
LEGAL DESCRIPTION

PARCEL B:

A parcel of land located in Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the Southeast corner of the Southwest one-quarter of said Section 31, and considering the South line of the Southwest one quarter to bear South 89 degrees 47 minutes 00 seconds East with all bearings herein based thereon;

Thence North 00 degrees 27 minutes 07 seconds West along the East line of the said Southwest one quarter of Section 31, as distance of 177.01 feet to the Point of Beginning and being a point on the Northerly right of way line of Parcel TK-94 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence the following five (5) courses along said Northerly line;

1) North 89 degrees 47 minutes 00 seconds West, a distance of 54.07 feet;

2) North 85 degrees 49 minutes 09 seconds West, a distance of 364.01 feet;

3) North 81 degrees 34 minutes 22 seconds West, a distance of 809.11 feet;

4) Along the arc of a 950.67 foot radius curve to right, through a central angle of 50 degrees 29 minutes 46 seconds, an arc distance of 837.84 feet, with a chord bearing of North 56 degrees 19 minutes 29 seconds West, a distance of 810.99 feet;

5) North 31 degrees 04 minutes 36 seconds West, a distance of 110.85 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999 in Book 5777 at Page 805;

Thence North 31 degrees 04 minutes 36 seconds West along said Easterly line, a distance of 775.46 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 295.00 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 651.07 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 888.56 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 711.06 feet to a point on the Southerly right of way line line of the Union Pacific Railroad;

Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 1,970.01 feet,

Thence South 00 degrees 13 minutes 25 seconds East and parallel with the East line of the Southeast one quarter of said Section 31, a distance of 2,411.75 feet to the Northerly right of way line of Interstate 70;

Thence North 89 degrees 47 minutes 00 seconds West along said North line, a distance of 872.36 feet to the Point of Beginning.
County of Adams, State of Colorado.

PARCEL C:

A parcel of land located in the West one half of Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the West quarter corner of said Section 31 and considering the West line of the Southwest one quarter to bear North 00 degrees 21 minutes 12 seconds East, with all bearing herein based thereon;

Thence South 89 degrees 54 minutes 36 seconds East, a distance of 100.16 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence North 00 degrees 11 minutes 27 seconds East along said East line, a distance of 355.50 feet to a point on the Southerly right of way line of The Union Pacific Railroad;
Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 120.79 feet;
Thence South 00 degrees 11 minutes 28 seconds West, a distance of 340.93 feet;
Thence South 00 degrees 21 minutes 25 seconds West, a distance of 461.40 feet;
Thence South 86 degrees 48 minutes 43 seconds East, a distance of 427.22 feet;
Thence South 03 degrees 11 minutes 17 seconds West, a distance of 651.07 feet;
Thence North 86 degrees 48 minutes 43 seconds West, a distance of 295.00 feet to a point on the said Easterly line of Parcel TK-93;
Thence the following three (3) courses along said Easterly line;
1) North 31 degrees 04 minutes 36 seconds West, a distance of 270.64 feet;
2) North 22 degrees 17 minutes 02 seconds West, a distance of 204.43 feet;
3) North 00 degrees 21 minutes 24 seconds East, a distance of 698.00 feet to the Point of Beginning.
County of Adams, State of Colorado.

Also Known as Tract A, Block 1, ProLogis Park 70 Subdivision Filing No. 1, according to the Plat thereof recorded February 28, 2003, in File 18, at Page 858, in the Office of the Clerk and Recorder of Adams County, Colorado.

Doc Fee \$19.82

Recorded
3/7/03

Receipt #

C 1108024

WARRANTY DEED

THIS DEED, Made this 4th day of March, 2003

Between Shirley I. Craig

of the County of Adams and State of Colorado, grantor(s),

and ProLogis, a Maryland Real Estate Investment Trust

whose legal address is: 14100 East 35th Place, Aurora, CO 80011

of the County of Adams and State of Colorado, grantee(s):

WITNESSETH, That the grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

General taxes for 2003 and subsequent years; except easements, restrictions, covenants, conditions, reservations and rights of way of record, if any;

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Shirley I. Craig
Shirley I. Craig

State of Colorado)
County of Adams)

The foregoing instrument was acknowledged before me this 4th day of March, 2003 by Shirley I. Craig

Witness my hand and official seal.

My commission expires May 12, 2006

MARGARET M. NEWTON
NOTARY PUBLIC
STATE OF COLORADO

Margaret M. Newton
Notary Public

C 36801

ESCROW NO.: C36801
DATE : March 04 2003

"EXHIBIT A"
LEGAL DESCRIPTION

PARCEL B:

A parcel of land located in Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the Southeast corner of the Southwest one-quarter of said Section 31, and considering the South line of the Southwest one quarter to bear South 89 degrees 47 minutes 00 seconds East with all bearings herein based thereon;

Thence North 00 degrees 27 minutes 07 seconds West along the East line of the said Southwest one quarter of Section 31, a distance of 177.01 feet to the Point of Beginning and being a point on the Northerly right of way line of Parcel TK-94 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence the following five (5) courses along said Northerly line;

1) North 89 degrees 47 minutes 00 seconds West, a distance of 54.07 feet;

2) North 85 degrees 49 minutes 09 seconds West, a distance of 364.01 feet;

3) North 81 degrees 34 minutes 22 seconds West, a distance of 809.11 feet;

4) Along the arc of a 950.67 foot radius curve to right, through a central angle of 50 degrees 29 minutes 46 seconds, an arc distance of 837.84 feet, with a chord bearing of North 56 degrees 19 minutes 29 seconds West, a distance of 810.99 feet;

5) North 31 degrees 04 minutes 36 seconds West, a distance of 110.85 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999 in Book 5777 at Page 805;

Thence North 31 degrees 04 minutes 36 seconds West along said Easterly line, a distance of 775.46 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 295.00 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 651.07 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 888.56 feet;

Thence North 03 degrees 11 minutes 17 seconds East, a distance of 711.06 feet to a point on the Southerly right of way line of the Union Pacific Railroad;

Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 1,970.01 feet,

Thence South 00 degrees 13 minutes 25 seconds East and parallel with the East line of the Southeast one quarter of said Section 31, a distance of 2,411.75 feet to the Northerly right of way line of Interstate 70;

Thence North 89 degrees 47 minutes 00 seconds West along said North line, a distance of 872.36 feet to the Point of Beginning.
County of Adams, State of Colorado.

PARCEL C:

A parcel of land located in the West one half of Section 31, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, described as follows:

Commencing at the West quarter corner of said Section 31 and considering the West line of the Southwest one quarter to bear North 00 degrees 01 minutes 12 seconds East, with all bearing herein based thereon;

Thence South 89 degrees 54 minutes 36 seconds East, a distance of 100.16 feet to a point on the Easterly right of way line of Parcel TK-93 under Rule and Order recorded June 4, 1999, in Book 5777 at Page 805 and being the Point of Beginning;

Thence North 00 degrees 11 minutes 27 seconds East along said East line, a distance of 355.50 feet to a point on the southerly right of way line of The Union Pacific Railroad;

Thence South 83 degrees 00 minutes 22 seconds East along said line, a distance of 120.79 feet;

Thence South 00 degrees 11 minutes 28 seconds West, a distance of 340.93 feet;

Thence South 00 degrees 21 minutes 25 seconds West, a distance of 461.40 feet;

Thence South 86 degrees 48 minutes 43 seconds East, a distance of 427.22 feet;

Thence South 03 degrees 11 minutes 17 seconds West, a distance of 651.07 feet;

Thence North 86 degrees 48 minutes 43 seconds West, a distance of 295.00 feet to a point on the said Easterly line of Parcel TK 93;

Thence the following three (3) courses along said Easterly line;

- 1) North 31 degrees 04 minutes 36 seconds West, a distance of 270.64 feet;
- 2) North 22 degrees 17 minutes 02 seconds West, a distance of 204.43 feet;
- 3) North 00 degrees 21 minutes 24 seconds East, a distance of 698.00 feet to the Point of Beginning.

County of Adams, State of Colorado.

Also Known as Tract A, Block 1, ProLogis Park 70 Subdivision Filing No. 1, according to the Plat thereof recorded February 28, 2003, in File 18, at Page 858, in the Office of the Clerk and Recorder of Adams County, Colorado.

**QUITCLAIM DEED
FOR SMITH ROAD RIGHT-OF-WAY**

This Quitclaim Deed ("Deed") is executed and delivered this 5th day of MARCH, 2003, by UNION PACIFIC RAILROAD COMPANY ("Union Pacific") to the CITY OF AURORA, COLORADO, a municipal corporation located in the counties of Adams, Arapahoe and Douglas ("AURORA").

3

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation, whose street address is 1416 Dodge Street, City of Omaha, County of Douglas, State of Nebraska, GRANTOR, for the consideration of \$316,248.00 in hand paid, hereby sells, donates and quitclaims to the CITY OF AURORA, Colorado, a municipal corporation located in the counties of Adams, Arapahoe and Douglas, whose street address is 15151 E. Alameda Parkway, City of Aurora, County of Arapahoe, State of Colorado, GRANTEE, that certain real property known as the Smith Road Right-of-Way (the "Property"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances to the same, for the purposes, without limitation, of owning and using the Smith Road Right-of-Way for the continued occupation, use and enjoyment of Smith Road by AURORA. Said transfer is made pursuant to 43 U.S.C. 913.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the GRANTOR, including any title obtained by GRANTOR subsequent hereto, either in law or equity, to the only proper use, benefit and behoof of the GRANTEE, its successors and assigns forever.

Signed this 5th day of MARCH, 2003

GRANTOR: UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation

By: Tony K. Love
Name: Tony K. Love
Title: GENERAL MANAGER - REAL ESTATE

Date 31.62
\$
State Doc, Fee



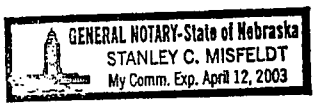
STATE OF NEBRASKA)

COUNTY OF Douglas)

I certify that I know or have satisfactory evidence that Tony K Love is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Quitclaim Deed for Smith Road Right-of-Way of Union Pacific Railroad Company, a Delaware Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 5, 2003

Stanley C Misfeldt



Notary Public for Nebraska

Stanley C Misfeldt
(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: 4/12/2003

EXHIBIT "A"

SMITH ROAD RIGHT-OF-WAY

2/26/2003

A PARCEL OF LAND BEING A PORTION OF THE SOUTHERLY 100 FEET OF THE 400 FOOT UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN NORTH HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S00°16'46"W ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1538.14 FEET TO THE POINT OF BEGINNING; THENCE S83°29'41"E ALONG A LINE THAT IS 100 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 5342.78 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING S83°29'41"E A DISTANCE OF 3550.48 FEET; THENCE S00°42'52"E A DISTANCE OF 100.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 3551.21 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE CONTINUING N83°29'41"W ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 5343.81 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE N00°16'46"E ALONG SAID WESTERLY LINE A DISTANCE OF 100.59 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 20.418 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE CITY OF AURORA COORDINATE SYSTEM ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 36 BEARING N0°18'05"W AND BEING MONUMENTED BY A FOUND 3/4" ALUMINUM CAP PLS # 24313 AT THE NORTH EAST SECTION CORNER AND A FOUND 3/4" ALUMINUM CAP PLS # 24313 AT THE EAST QUARTER CORNER

PREPARED BY RICHARD A. NOBBE P.L.S.
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX



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EXHIBIT F

Facilities Plan

EXHIBIT F
FACILITIES PLAN

PARK 70 METRO DISTRICT
AURORA, COLORADO
(2003 Dollars - Inflated 2.5% Per Year)

	2003	2004	2005	2006	Total
Public Improvements:					
Streets & Safety Improvements:					
Smith Road Right-of-Way Acquisition from UPR	\$ 128,516	\$ -	\$ -	\$ -	\$ 128,516
Smith Way Re-Construction	\$ 987,800	\$ -	\$ -	\$ -	\$ 987,800
Smith Road (1/2 Street Improvements, Full Utility Extensions)	\$ 474,688	\$ 486,555	\$ -	\$ -	\$ 961,244
Road A	\$ -	\$ 416,453	\$ 426,865	\$ -	\$ 843,318
Gun Club Road to Smith Road to I-70 Overpass Ramp	\$ -	\$ 237,051	\$ 242,977	\$ -	\$ 480,028
I-70 Ramp Work (1/2 share)	\$ -	\$ -	\$ -	\$ 829,206	\$ 829,206
Water Improvements					
Offsite Water	\$ 816,060	\$ -	\$ -	\$ -	\$ 816,060
Onsite Water	\$ -	\$ 471,530	\$ 483,318	\$ 495,401	\$ 1,450,249
Sewer Improvements					
Sanitary Sewer (Incl. Lift Station)	\$ 352,188	\$ 180,496	\$ 185,009	\$ -	\$ 717,693
Storm Water Management	\$ 665,679	\$ 341,161	\$ 349,690	\$ -	\$ 1,356,530
Parks, Recreation and Landscaping					
E-470 M.U.E. Landscaping / Trail System	\$ 77,794	\$ 79,738	\$ 81,732	\$ 83,775	\$ 323,039
Other					
Organization Costs	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Public Arts Fee - 1% (Aboveground Improvements)	\$ 22,060	\$ 15,610	\$ 11,013	\$ 9,130	\$ 57,812
Engineering - 15%	\$ 525,409	\$ 331,948	\$ 265,439	\$ 211,257	\$ 1,334,053
Contingency - 20%	\$ 700,545	\$ 442,697	\$ 353,918	\$ 281,676	\$ 1,778,737
Total	\$ 4,900,740	\$ 3,003,139	\$ 2,399,960	\$ 1,910,446	\$ 12,214,284

**PARK 70 METRO DISTRICT
PUBLIC IMPROVEMENTS**

	UNIT	QUANTITY	PRICE	AMOUNT
SMITH ROAD UPRR SETTLEMENT	LS	1	\$ 128,516.00	\$ 128,516
			SUBTOTAL	\$ 128,516
SMITH WAY IMPROVEMENTS				
SAWCUT AC PAVING	LF	2,060	\$ 1.93	\$ 3,966
BREAK/REMOVE AC PAVING	SF	45,000	\$ 0.55	\$ 24,750
REMOVE FILL SECTION @ OLD SMITH WAY	CY	12,267	\$ 1.65	\$ 20,241
CLEAR & GRUB	SF	168,420	\$ 0.02	\$ 3,705
CUT & FILL TO BALANCE	CY	12,476	\$ 2.48	\$ 30,878
IMPORT FILL	CY	10,443	\$ 7.15	\$ 74,667
FINE GRADE	SF	168,420	\$ 0.14	\$ 23,158
EROSION CONTROL	SF	168,420	\$ 0.04	\$ 6,484
MOISTURE CONDITIONING 18" UNDER PAVING	CY	9,356	\$ 1.65	\$ 15,437
MODIFY QUINTUPLE 8'X10' BOX CULVERT	EA	330,000	\$ 1.00	\$ 330,000
TIE-IN TO EXISTING VAULT	EA	1	\$ 550.00	\$ 550
PRIMARY TRENCH/BACKFILL	LF	2,000	\$ 12.10	\$ 24,200
9" FULL DEPTH AC PAVING	SY	12,476	\$ 19.80	\$ 247,025
ADD PRIME COAT	SF	112,280	\$ 0.03	\$ 3,705
ADD FOG SEAL	SF	112,280	\$ 0.02	\$ 1,853
MILL/GRIND & OVERLAY 2" AC PAVING	SF	27,000	\$ 1.65	\$ 44,550
4" SINGLE STRIPE	LF	18,060	\$ 1.10	\$ 19,866
STREET SIGNAGE	EA	10	\$ 550.00	\$ 5,500
CURB & GUTTER	LF	4,010	\$ 6.60	\$ 26,466
4" THICK SIDEWALK	SF	20,050	\$ 1.10	\$ 22,055
SITE CONCRETE CURE	SF	24,606	\$ 0.04	\$ 1,083
4,000 PSI READY MIX	CY	498	\$ 71.50	\$ 35,607
LANDSCAPE & IRRIGATION	SF	20,050	\$ 1.10	\$ 22,055
			SUBTOTAL	\$ 987,800
SMITH ROAD IMPROVEMENTS				
SAWCUT AC PAVING	LF	1,024	\$ 1.93	\$ 1,971
BREAK/REMOVE AC PAVING	SF	2,048	\$ 0.55	\$ 1,126
CLEAR & GRUB	SF	161,687	\$ 0.02	\$ 3,557
CUT & FILL TO BALANCE	CY	25,151	\$ 2.48	\$ 62,249
IMPORT FILL	CY	10,000	\$ 7.15	\$ 71,500
FINE GRADE	SF	161,687	\$ 0.14	\$ 22,232
EROSION CONTROL	SF	161,687	\$ 0.04	\$ 6,225
MOISTURE CONDITION 18" UNDER PAVING	CY	10,780	\$ 1.65	\$ 17,787
9" FULL DEPTH ASPHALT PAVING	SY	12,066	\$ 19.80	\$ 238,907
ADD PRIME COAT	SF	93,744	\$ 0.03	\$ 3,094
ADD FOG SEAL	SF	93,744	\$ 0.02	\$ 1,547
4" SINGLE STRIPE	LF	10,575	\$ 1.10	\$ 11,633
STREET SIGNAGE	EA	16	\$ 550.00	\$ 8,800
INTERSECTION CONCRETE	SF	6,759	\$ 1.93	\$ 13,011
CURB & GUTTER	LF	3,742	\$ 6.60	\$ 24,697
4" THICK SIDEWALK	SF	30,808	\$ 1.10	\$ 33,889
RAIL CROSSING SLAB	SF	9,300	\$ 1.10	\$ 10,230
SITE CONCRETE CURE	SF	54,351	\$ 0.04	\$ 2,391
4,000 PSI READY MIX	CY	1,103	\$ 71.50	\$ 78,865
LANDSCAPE & IRRIGATION	SF	30,938	\$ 1.10	\$ 34,032
RAILROAD CROSSING	LF	100	\$ 1,100.00	\$ 110,000
SIDEWALK - WWM	SF	17,035	\$ 0.39	\$ 6,558
INTERSECTION REBAR #5'S @ 16" OCEW	LBS	27,706	\$ 0.55	\$ 15,238
3/4" DIA. DOWELS @16" OC	EA	1,466	\$ 3.30	\$ 4,838
4-WAY INTERSECTION TRAFFIC LIGHT	EA	1.50	\$ 110,000.00	\$ 165,000
			SUBTOTAL	\$ 949,376

ROAD A IMPROVEMENTS

CLEAR & GRUB	SF	292,572	\$	0.02	\$	4,827
SCARIFY/MOISTURE CONDITION	CY	19,505	\$	1.65	\$	32,183
CUT & FILL TO BALANCE	CY	19,505	\$	2.48	\$	48,275
FINE GRADE SITE	SF	292,572	\$	0.11	\$	32,183
DUST CONTROL	SF	292,572	\$	0.02	\$	6,437
EROSION CONTROL	SF	292,572	\$	0.02	\$	6,437
9" FULL DEPTH ASPHALT PAVING	SY	21,672	\$	19.80	\$	429,106
ADD PRIME COAT	SF	195,048	\$	0.03	\$	6,437
ADD FOG SEAL	SF	195,048	\$	0.02	\$	3,218
4" SINGLE STRIPE	LF	15,250	\$	0.74	\$	11,323
STREET SIGNAGE	EA	24	\$	550.00	\$	13,200
CURB & GUTTER	LF	6,372	\$	6.60	\$	42,055
4" THICK SIDEWALK	SF	27,448	\$	1.10	\$	30,193
SITE CONCRETE CURE	SF	38,592	\$	0.04	\$	1,698
4,000 PSI READY MIX	CY	710	\$	71.50	\$	50,765
LANDSCAPE & IRRIGATION	SF	76,080	\$	1.10	\$	83,688
SIDEWALK - WWM	SF	27,448	\$	0.39	\$	10,567
SUBTOTAL						812,592

GUN CLUB ROAD IMPROVEMENTS

CLEAR & GRUB	SF	146,706	\$	0.02	\$	2,421
SCARIFY/MOISTURE CONDITION	CY	9,780	\$	1.65	\$	16,137
CUT & FILL TO BALANCE	CY	9,780	\$	2.48	\$	24,206
IMPORT FILL	CY	6,000	\$	6.60	\$	39,600
FINE GRADE SITE	SF	146,706	\$	0.11	\$	16,138
DUST CONTROL	SF	146,706	\$	0.02	\$	3,228
EROSION CONTROL	SF	146,706	\$	0.02	\$	3,228
9" FULL DEPTH ASPHALT PAVING	SY	9,142	\$	19.80	\$	181,012
ADD PRIME COAT	SF	82,280	\$	0.03	\$	2,715
ADD FOG SEAL	SF	82,280	\$	0.02	\$	1,358
REINFORCED CONCRETE CAP @ CGI GAS LINE	CY	175	\$	275.00	\$	48,125
4" SINGLE STRIPE	LF	5,552	\$	0.74	\$	4,122
STREET SIGNAGE	EA	10	\$	550.00	\$	5,500
CURB & GUTTER	LF	2,796	\$	6.60	\$	18,454
4" THICK SIDEWALK	SF	13,800	\$	1.10	\$	15,180
SITE CONCRETE CURE	SF	19,392	\$	0.04	\$	853
4,000 PSI READY MIX	CY	335	\$	71.50	\$	23,953
LANDSCAPE & IRRIGATION	SF	46,362	\$	1.10	\$	50,998
SIDEWALK - WWM	SF	13,800	\$	0.39	\$	5,313
SUBTOTAL						462,538

I-70 RAMP IMPROVEMENTS

ALLOWANCE	LS	1	\$	770,000.00	\$	770,000
SUBTOTAL						770,000

OFFSITE WATER

30" WATER LINE	LF	2,956	\$	104.50	\$	308,902
24" WATER LINE	LF	612	\$	90.75	\$	55,539
30" VALVE/BOX	EA	8	\$	27,500.00	\$	220,000
24" VALVE/BOX	EA	1	\$	19,250.00	\$	19,250
CONCRETE VALVE BOX COLLAR	EA	8	\$	275.00	\$	2,200
VACUUM BREAKER ASSEMBLY	EA	12	\$	3,850.00	\$	46,200
30" FITTING	EA	10	\$	5,500.00	\$	55,000
24" FITTING	EA	5	\$	3,135.00	\$	15,675
JACK/BORE UNDER UPRR	LS	1	\$	93,294.30	\$	93,294
SUBTOTAL						816,060

ONSITE WATER

TIE-IN TO FIRE WATER MAIN	EA	1	\$	8,250.00	\$	8,250
12" PVC WATER LINE	LF	16,000	\$	38.50	\$	616,000
12" PVC WATER LINE (ROAD A)	LF	2,700	\$	38.50	\$	103,950
12" WATER VALVE/BOX	EA	94	\$	2,750.00	\$	258,500
CONCRETE VALVE BOX COLLAR	EA	14	\$	82.50	\$	1,155
FIRE HYDRANT	EA	10	\$	2,200.00	\$	22,000
JACK/BORE @ CGI GAS LINE	EA	200	\$	385.00	\$	77,000
CITY OF AURORA REIMBURSEMENT	LF	(3,568)	\$	60.50	\$	(215,864)
30" DOMESTIC WATER LINE	LF	3,851	\$	137.50	\$	529,513
CITY OF AURORA REIMBURSEMENT	LF	3,851	\$	(66.00)	\$	(254,166)
30" WATER LINE	LF	2,500	\$	137.50	\$	343,750
JACK/BORE @ CGI GAS LINE	LF	100	\$	550.00	\$	55,000
CITY OF AURORA REIMBURSEMENT	LF	2,500	\$	(66.00)	\$	(165,000)
				SUBTOTAL	\$	1,380,088

SANITARY SEWER

TIE-IN TO EXISTING SS	EA	1	\$	550.00	\$	550
STUB/PLUG/MARK SS LINE	EA	1	\$	385.00	\$	385
8" PVC FORCE MAIN SS LINE	LF	5,128	\$	49.50	\$	253,836
12" PVC GRAVITY MAIN SS LINE	LF	900	\$	35.75	\$	32,175
MANHOLE - 8' DEEP CIP	EA	25	\$	2,750.00	\$	68,750
CONCRETE MANHOLE COLLAR	EA	25	\$	330.00	\$	8,250
MISCELLANEOUS AC WORK	LS	1	\$	24,544.30	\$	24,544
LIFT STATION	EA	1	\$	495,000.00	\$	495,000
CATELLUS REIMBURSEMENTS	LS	1	\$	(495,501.60)	\$	(495,502)
12" PVC SS LINE	LF	3,525	\$	27.50	\$	96,938
MANHOLE - 8' DEEP PRECAST	EA	12	\$	1,925.00	\$	23,100
CONCRETE MANHOLE COLLAR	EA	12	\$	330.00	\$	3,960
UPRR SS EASEMENT	LS	1	\$	11,000.00	\$	11,000
ADD SLEEVE @ UP CROSSING	LF	100	\$	55.00	\$	5,500
12" PVC SS LINE	LF	2,700	\$	27.50	\$	74,250
MANHOLE - 8' DEEP PRECAST	EA	14	\$	1,760.00	\$	24,640
CONCRETE MANHOLE COLLAR	EA	14	\$	330.00	\$	4,620
12" PVC SS LINE	LF	1,400	\$	27.50	\$	38,500
MANHOLE - 8' DEEP PRECAST	EA	7	\$	1,760.00	\$	12,320
CONCRETE MANHOLE COLLAR	EA	7	\$	330.00	\$	2,310
JACK/BORE SS LINE @ CGI GAS LINE	LF	100	\$	192.50	\$	19,250
				SUBTOTAL	\$	704,376

STORM WATER MANAGEMENT

48" RCP SD LINE	LF	3,200 \$	88.00 \$	281,600
MANHOLE - 8' DEEP PRECAST	VLF	120 \$	181.50 \$	21,780
CONCRETE MANHOLE COLLAR	EA	8 \$	330.00 \$	2,640
FLARED END SECTION - 48" DIA.	EA	1 \$	1,650.00 \$	1,650
JACK/BORE @ CGI GAS LINE	LF	100 \$	385.00 \$	38,500
MISCELLANEOUS AC WORK	SF	1,500 \$	11.00 \$	16,500
24" RCP SD LINE	LF	1,350 \$	44.00 \$	59,400
36" RCP SD LINE	LF	1,350 \$	66.00 \$	89,100
MANHOLE - 8' DEEP PRECAST	EA	14 \$	1,760.00 \$	24,640
CATCH BASIN - 4' DEEP PRECAST	EA	14 \$	1,100.00 \$	15,400
CONCRETE MANHOLE COLLAR	EA	14 \$	330.00 \$	4,620
24" RCP SD LINE	LF	700 \$	44.00 \$	30,800
36" RCP SD LINE	LF	700 \$	66.00 \$	46,200
MANHOLE - 8' DEEP PRECAST	EA	5 \$	1,760.00 \$	8,800
CATCH BASIN - 4' DEEP PRECAST	EA	5 \$	1,100.00 \$	5,500
CONCRETE MANHOLE COLLAR	EA	5 \$	330.00 \$	1,650
JACK/BORE SD LINE @ CGI GAS LINE	LF	100 \$	385.00 \$	38,500
FIRST CREEK GRAVITY LINE (FAIR SHARE)	EA	1 \$	275,000.00 \$	275,000
SITE WORK	CY	107,000 \$	1.24 \$	132,413
RIP-RAP	SF	1,250 \$	3.85 \$	4,813
EROSION CONTROL	SF	140,000 \$	0.04 \$	5,390
CHANNEL EXCAVATION	CY	10,500 \$	2.61 \$	27,431
CHANNEL SLOPE TRIM	SF	46,667 \$	0.28 \$	12,833
NATIVE GRASS @ DRAIN CHANNEL	SF	140,000 \$	0.11 \$	15,400
CLEAR & GRUB	SF	230,868 \$	0.02 \$	3,809
DETENTION POND EXCAVATION	CY	51,500 \$	1.24 \$	63,731
FINE GRADE PONDS	SF	230,868 \$	0.14 \$	31,744
RIP-RAP @ PONDS	SF	10,000 \$	3.85 \$	38,500
DUST CONTROL @ PONDS	SF	230,868 \$	0.02 \$	5,079
EROSION CONTROL @ DETENTION PONDS	SF	230,868 \$	0.01 \$	2,540
LANDSCAPE & IRRIGATION	SF	230,868 \$	0.11 \$	25,395
			SUBTOTAL \$	1,331,359

E-470 M.U.E. LANDSCAPING

LANDSCAPING & IRRIGATION	SF	435,209 \$	0.72 \$	311,174
			SUBTOTAL \$	311,174

COST OF WORK SUBTOTAL	\$	8,653,880
ORGANIZATION COSTS	\$	150,000
PUBLIC ARTS FEE (1%)	\$	46,626
DESIGN, TESTING, SURVEY (15%)	\$	1,298,082
CONTINGENCIES (20%)	\$	1,730,776
TOTAL COST	\$	11,879,364

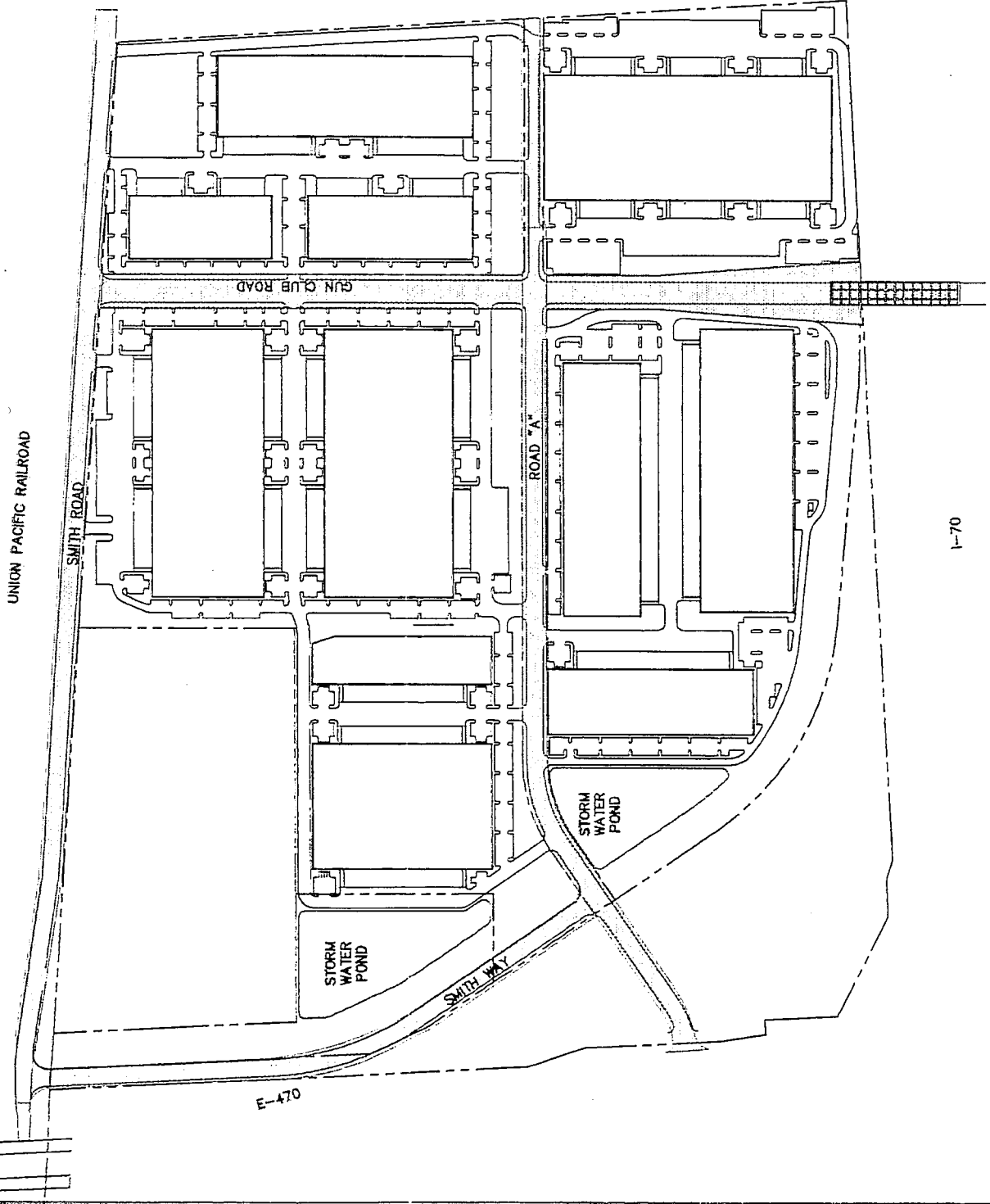
EXHIBIT G-1

Street and Safety Improvements

PARK 70 METRO DISTRICT
CITY OF AURORA, ADAMS COUNTY, COLORADO

STREET & SAFETY IMPROVEMENTS
EXHIBIT G-1
May 1, 2003

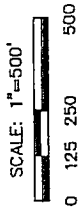
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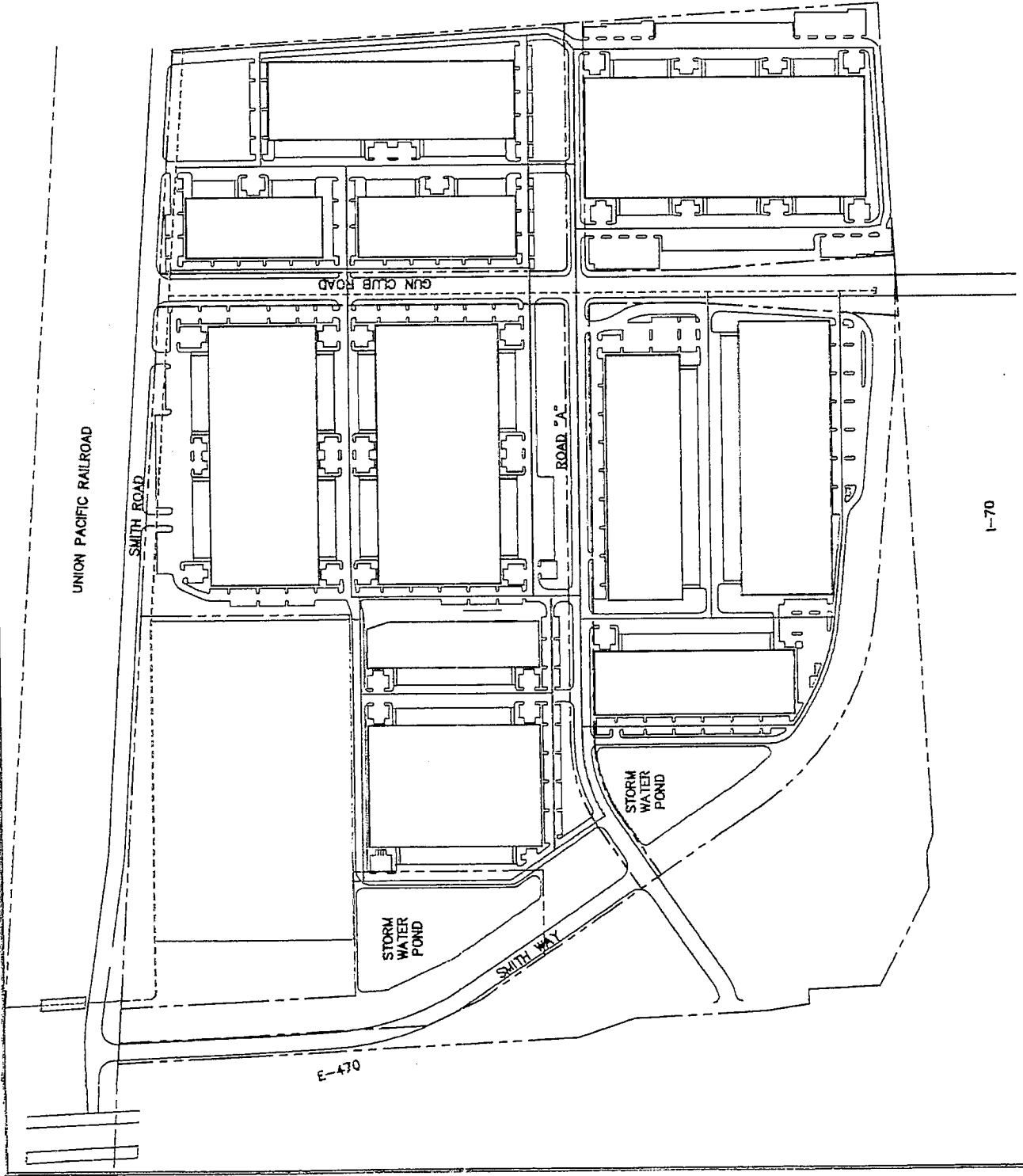
EXHIBIT G-2

Water Improvements



LEGEND:

- 12" PVC
 - 30" STEEL
 - 30" STEEL
 - 24" STEEL
- ON SITE WATER
- OFF SITE WATER



I-70

CONNECTION TO EXISTING
24" WATER MAIN

26TH AVE

30" WATER MAIN

STEEL ENCASED BORING
UNDER RAILROAD - 135 LF

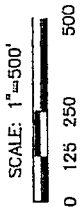
UNION PACIFIC RAILROAD

SMITH ROAD

SMITH WAY

STORM
WATER
POND

E-470



LEGEND:

ON SITE WATER

12" PVC

30" STEEL

OFF SITE WATER

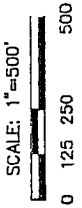
30" STEEL

24" STEEL

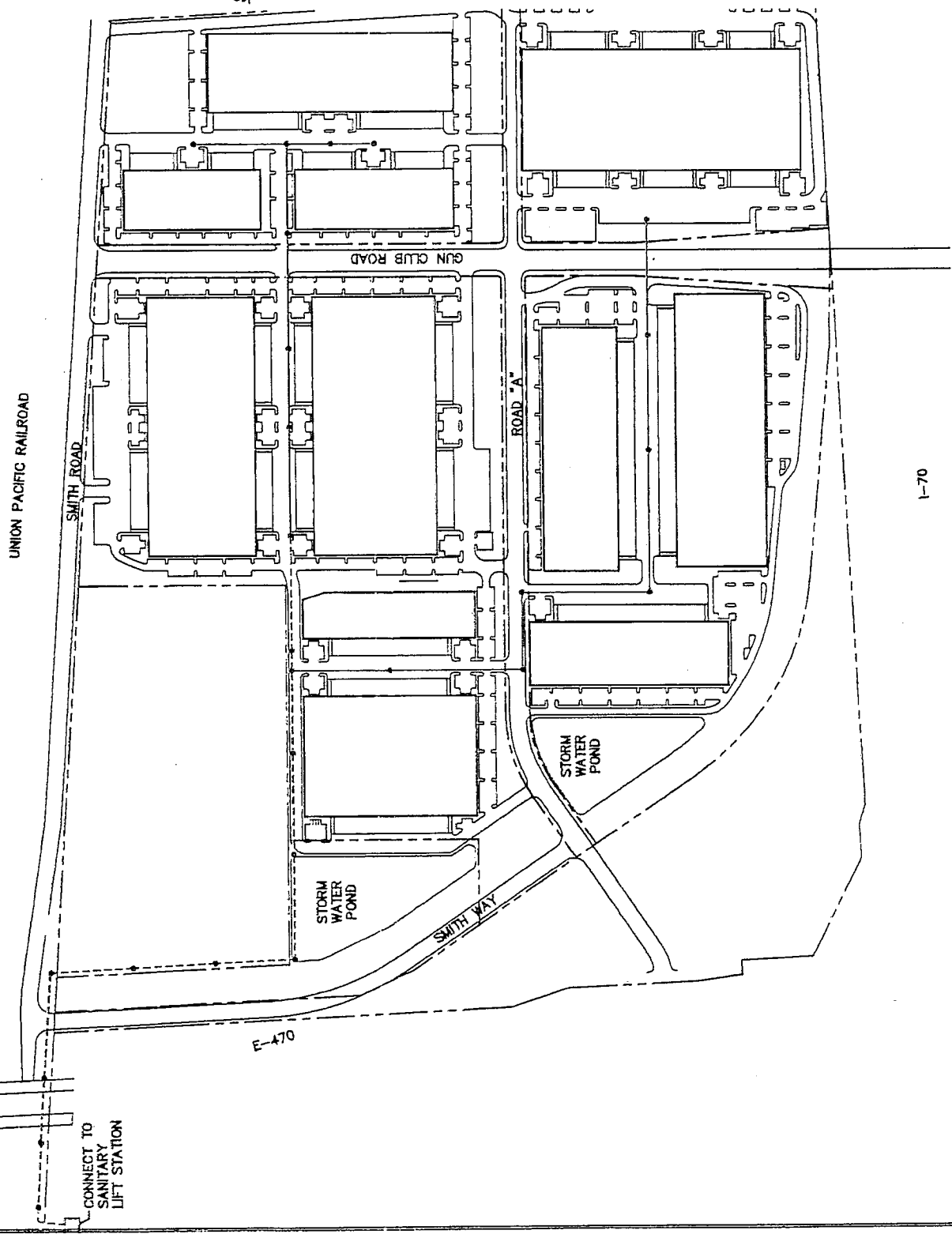
SUN CLUB ROAD

EXHIBIT G-3

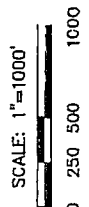
Sanitation Improvements



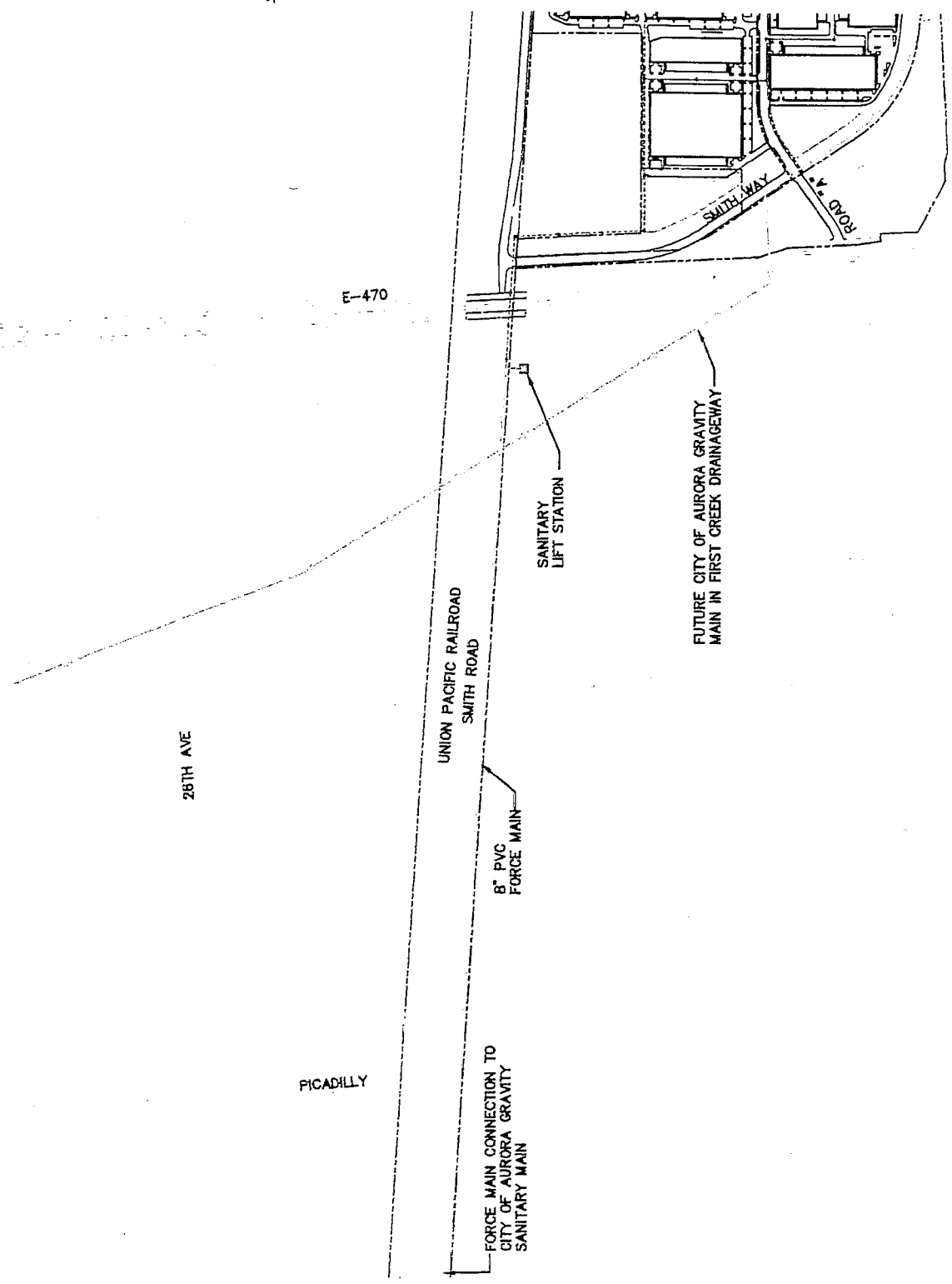
SANITARY SEWER LEGEND:
12" PVC
8" PVC



1-70



- SANITARY SEWER LEGEND:**
- 12" PVC
 - 8" PVC
 - 24" PVC
 - 8" PVC (FORCE MAIN)



I-70

UNION PACIFIC RAILROAD
SMITH ROAD

FORCE MAIN CONNECTION TO
CITY OF AURORA GRAVITY
SANITARY MAIN

8" PVC
FORCE MAIN

SANITARY
LIFT STATION

FUTURE CITY OF AURORA GRAVITY
MAIN IN FIRST CREEK DRAINAGEWAY

E-470

28TH AVE

PICADILLY

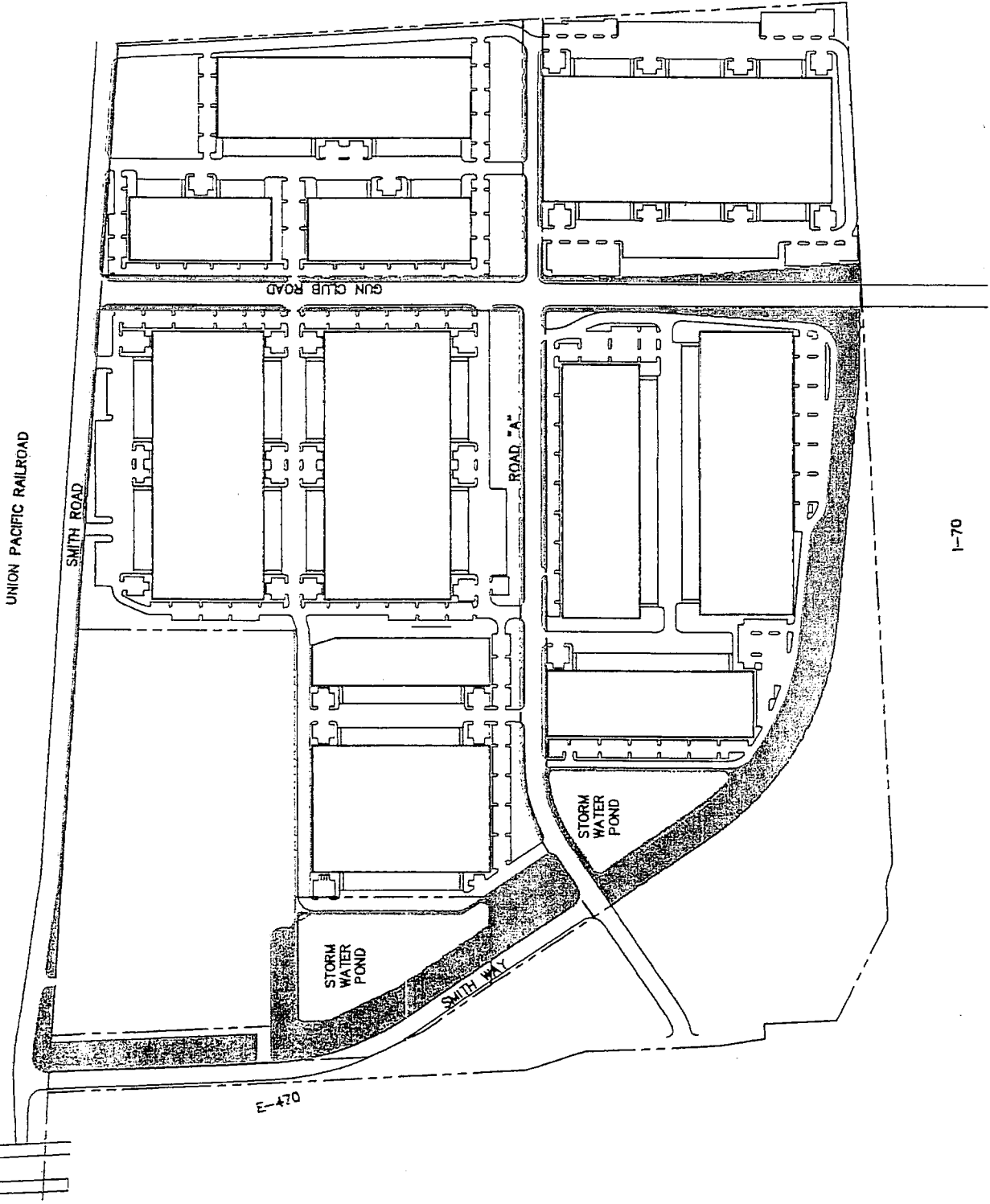
SMITH WAY
FORD WAY

EXHIBIT G-4

Park and Recreation Improvements



LEGEND:
OFF SITE WATER IRRIGATED LANDSCAPE AREA
(STORM PONDS INCLUDED)



UNION PACIFIC RAILROAD

SMITH ROAD

GUN CLUB ROAD

ROAD "A"

STORM WATER POND

STORM WATER POND

SMITH WAY

E-470

1-70

EXHIBIT H

***PARK 70 METROPOLITAN DISTRICT
ELECTION QUESTIONS***

QUESTION ONE – STREET AND SAFETY:

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$22,606,250, WITH A REPAYMENT COST OF \$144,680,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$144,680,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET AND SAFETY IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CURBS, GUTTERS, CULVERTS, OTHER DRAINAGE FACILITIES, UNDERGROUND CONDUITS, SIDEWALKS, TRAILS, BIKE PATHS AND PEDESTRIAN WAYS, PEDESTRIAN OVERPASSES, RETAINING WALLS, BRIDGES, OVERPASSES, UNDERPASSES, INTERCHANGES, PARKING AREAS, PARKING FACILITIES, MEDIAN ISLANDS, PAVING, LIGHTING, GRADING, LANDSCAPING AND IRRIGATION, LAND AND EASEMENTS, AND OTHER STREET IMPROVEMENTS, AND FOR A SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS, INCLUDING BUT NOT LIMITED TO SIGNALIZATION, SIGNAGE AND STRIPING, AREA IDENTIFICATION, DRIVER INFORMATION AND DIRECTIONAL ASSISTANCE SIGNS, ACCESS GATES, ENTRY MONUMENTATION, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER

AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION TWO – WATER:

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$5,300,000, WITH A REPAYMENT COST OF \$33,920,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$33,920,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION, AND DISTRIBUTION SYSTEM, INCLUDING BUT NOT LIMITED TO WATER PUMPS, PUMP STATIONS, TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, FIRE HYDRANTS, METERS, IRRIGATION FACILITIES AND STORAGE FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER

AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION THREE -- SANITATION:

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$4,800,000, WITH A REPAYMENT COST OF \$30,720,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$30,720,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE LOCAL SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEM, INCLUDING BUT NOT LIMITED TO TREATMENT PLANTS, COLLECTION MAINS AND LATERALS, LIFT STATIONS, TRANSMISSION LINES, TREATMENT FACILITIES, STORM SEWER, FLOOD, AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, AND DETENTION AND RETENTION PONDS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET

FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION FOUR – PARK AND RECREATION:

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$631,250, WITH A REPAYMENT COST OF \$4,040,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$4,040,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS, AND PROGRAMS, INCLUDING BUT NOT LIMITED TO PARKS, HIKING AND EQUESTRIAN TRAILS, BIKE PATHS AND PEDESTRIAN WAYS, REGIONAL TRAILS, OPEN SPACE, LANDSCAPING, CULTURAL ACTIVITIES, COMMUNITY RECREATION CENTERS, WATER BODIES, SWIMMING POOLS, TENNIS COURTS, COMMON AREAS, WEED CONTROL, OUTDOOR LIGHTING, EVENT FACILITIES, LAKES, IRRIGATION FACILITIES, PUBLIC FOUNTAINS AND SCULPTURE, ART, GARDENS, AND OTHER ACTIVE AND PASSIVE RECREATION FACILITIES AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY

TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION FIVE – OPERATION AND MAINTENANCE DEBT

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$375,000, WITH A REPAYMENT COST OF \$2,400,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$2,400,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION FOR THE PURPOSE OF CARRYING OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION HEREWITH, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS

SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION SIX – REFUNDING:

SHALL PARK 70 METROPOLITAN DISTRICT DEBT BE INCREASED \$33,337,500, WITH A REPAYMENT COST OF \$213,360,000; AND SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$213,360,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS ISSUED FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; SUCH DEBT TO BEAR INTEREST AT A RATE TO BE DETERMINED BY THE DISTRICT, WHICH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE BORNE BY THE OBLIGATIONS BEING REFUNDED; SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION

CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION SEVEN – OPERATION AND MAINTENANCE MILL LEVY:

SHALL PARK 70 METROPOLITAN DISTRICT TAXES BE INCREASED \$100,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES: SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2003 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR SECTION 29-1-301, COLORADO REVISED STATUTES?

QUESTION EIGHT: INTERGOVERNMENTAL AGREEMENTS AND REGIONAL FACILITIES AGREEMENTS:

SHALL PARK 70 METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES, WHICH AGREEMENT MAY CONSTITUTE A DEBT OR INDEBTEDNESS AND A MULTIPLE-FISCAL YEAR OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS

ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

QUESTION NINE – NON AD VALOREM TAX REVENUE:

SHALL PARK 70 METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER OTHER THAN AD VALOREM TAXES, INCLUDING BUT NOT LIMITED TO TAP FEES, FACILITY FEES, SERVICE CHARGES, INSPECTION CHARGES, ADMINISTRATIVE CHARGES, GRANTS, OR ANY OTHER FEE, RATE, TOLL, PENALTY, INCOME, OR CHARGE IMPOSED, COLLECTED, OR AUTHORIZED BY LAW TO BE IMPOSED OR COLLECTED BY THE DISTRICT, AND SHALL SUCH REVENUES BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION TEN – WAIVER OF TERM LIMITS:

SHALL MEMBERS OF THE BOARD OF DIRECTORS OF PARK 70 METROPOLITAN DISTRICT BE AUTHORIZED TO SERVE WITHOUT LIMITATION ON THEIR TERMS OF OFFICE PURSUANT TO THE RIGHT GRANTED TO THE VOTERS OF THE DISTRICT IN ARTICLE XVIII, SECTION 11 OF THE COLORADO CONSTITUTION TO LENGTHEN, SHORTEN, OR ELIMINATE THE LIMITATIONS ON THE TERMS OF OFFICE IMPOSED BY SUCH SECTION?

EXHIBIT I

Underwriter Commitment Letter

Kirkpatrick Pettis

A Mutual of Omaha Company

Investments Since 1925

*Executed
Copy*

March 25, 2003

Petitioners for Park 70 Metropolitan District
c/o Scott Strine
ProLogis Trust
14100 E. 35th Place
Aurora, Colorado

RE: Letter of Intent – Proposed Park 70 Metropolitan District

Dear Petitioners:

The petitioners are in the process of organizing the proposed Park 70 Metropolitan District (the "District"). Once the District is organized it is anticipated that the District will authorize and issue improvement and/or refunding bonds (the "Bonds") pursuant to voter-approved election questions. The Petitioners desires to engage the services of Kirkpatrick Pettis regarding the sale of those bonds. This letter confirms the basis upon which we intend to submit an offer to purchase the Bonds from the District after it is organized.

Section 1. Arrangements Before Sale. There are several arrangements, which must be made before any sale of bonds can occur. These arrangements include, but are not limited to:

Developing a Plan of Finance. In concert with bond counsel and District management, Kirkpatrick Pettis will prepare a plan of expected development, future capital improvements, revenues, expenses, and debt repayment. Once such a plan is prepared and approved by the Proposed Board, various debt structures can be analyzed within the plan to determine what will work best for the District.

Structuring. Once a financing structure has been selected by the Proposed Board, the terms of the debt (such as the sources of payment, the nature of the security, maturity schedule, the rights of redemption prior to maturity, etc.) must be determined, taking into account both the interests of the District and the expectations of investors.

Legal Counsel. Legal counsel will be selected and engaged by the District to prepare the legal proceedings necessary to authorize the debt, to assist in the preparation of disclosure documents necessary to sell the securities, and to render certain approving opinions when the securities are delivered. All fees and expenses of legal counsel selected hereunder shall be paid only from the proceeds derived upon sale of the Bonds.

Ratings. The ratings which may be obtained for the bonds are likely to have a significant effect on the rates of interest at which the bonds can be sold. If it is determined to be in the District's best interest to obtain these ratings, Kirkpatrick Pettis will assist the District in preparing and submitting

applications to the rating agencies along with detailed information about the District, the debt and any credit enhancement.

Credit Enhancement. By providing investors with a guarantee of timely payments on the debt, for even a limited time period, the purchase of credit enhancement can produce a net reduction in financing costs. Kirkpatrick Pettis will assist the District in investigating the availability of bond insurance, letters of credit or other forms of credit enhancement and assist the District in determining the cost effectiveness of these products.

Disclosure to Investors. In connection with the issuance of bonds by the District and the sale and delivery of securities to ultimate investors, material information about the District and the transaction must be compiled in a disclosure document for distribution to prospective purchasers. As set forth above under Legal Counsel, the District will engage the services of counsel to assist in the preparation of such disclosure documents and advise the District and Underwriter about sales practices, regulatory requirements, and security matters. If disclosure counsel is engaged as the District's counsel, Kirkpatrick Pettis, will expect to receive the benefit of their 10(b)-5 opinion as well.

In contemplation of submitting an offer to underwrite the bonds, we will assist the District in making these arrangements. By accepting this letter and accepting our assistance in making these arrangements, the District will not incur any obligation except to pay from the Bond proceeds the expenses as provided in Sections 4 and 6 of this letter. Our active participation in making these arrangements should not and cannot be construed by the District as a promise to underwrite the bonds or as an assurance that the bonds can be sold.

Section 2. Underwriting. At such time as the arrangements for the sale of the securities have been successfully completed, it is our intention to submit for consideration by the Petitioners our offer to underwrite the bonds. Our offer will be submitted in the form of a bond purchase agreement and will set forth terms of the purchase such as the rates of interest, the amount of any original issue premium or discount, our underwriting compensation (not to exceed 2 percent of the principal amount of the bonds), and the date and conditions for delivery of the bonds. Until the District accepts our offer, there will be no obligation for this firm to purchase the bonds from the District. In consideration for our work performed pursuant to Section 1, above, the District agrees that it will not consider other underwriting proposals unless Kirkpatrick Pettis has first declined to underwrite the transaction on terms and conditions acceptable to the District.

Section 3. Remarketing. In the event that the District issues bonds that are remarketed within their term, the District will have to engage a remarketing agent qualified to remarket the bonds on each remarketing date. If an underwriting agreement is reached between Kirkpatrick Pettis and the District, Kirkpatrick Pettis will submit an offer to serve as remarketing agent to the District for compensation not to exceed .25 percent of the amount of bonds annually remarketed. In further consideration for our work performed pursuant to Section 1, above, the District agrees that as long as Kirkpatrick Pettis is the lead underwriter, it will provide Kirkpatrick Pettis with the option to submit a proposal to act as remarketing agent and that it will not consider other proposals to act as remarketing agent unless and until the Kirkpatrick Pettis proposal for remarketing has been rejected.

Section 4. Payment of Expenses. Expenses will be incurred to make the arrangements for the sale of the bonds before their delivery and the receipt of proceeds by the District but such expenses will not be obligations of the District unless advance authorization has been obtained from the District. All of the expenses incurred in connection with the authorization, sale, and delivery of the bonds, including rating application, letter of credit fees and related expenses, insurance premiums, bond, disclosure and

underwriter's counsel and our out-of-pocket expenses for any travel outside of Colorado shall be paid only from the proceeds derived upon sale of the Bonds.

Section 5. Not an Offer to Buy. This letter of intent is not an offer to purchase or a guarantee that we will make an offer to purchase the District's bonds in the future. Our offer to purchase, if made, will only be made by a bond purchase agreement prepared by our counsel and reviewed by the District and its counsel after the successful conclusion of the pre-sale arrangements described in Section 1 and the completion of other preliminary matters. This letter serves to summarize the steps we hope will lead to an underwriting of bonds at a future date at which time both Kirkpatrick Pettis and the District will incur and assume additional obligations as set forth in the bond purchase agreement.

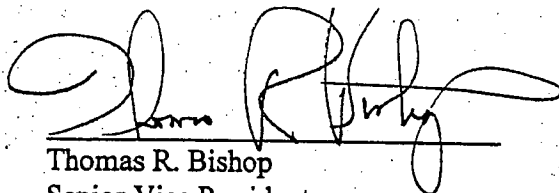
Section 6. Private Placement of Debt. If the District determines that a private placement of debt to developer or other parties would be in its best interest, the District agrees it will utilize the services of Kirkpatrick Pettis as an advisor for a fee not to exceed 1% of the debt distributed.

Section 7. Term of Letter Agreement. This letter agreement shall remain in full force and effect until such time as the Board of Directors of the District, after formal action by the Board, notifies Kirkpatrick Pettis in writing of its intent to terminate this letter agreement, provided that no such action or notice shall be effective until after April 1, 2006. Kirkpatrick Pettis may resign as investment banker to the District by providing written notification with no less than 60 days notice to the District.

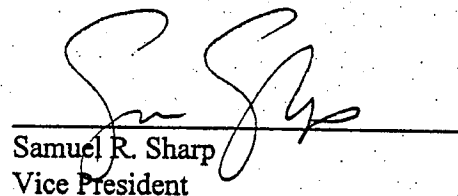
Section 8. Acceptance. The petitioners or other authorized officers of the developer may indicate their desire to proceed with the delivery of these investment banking services upon the basis set forth in this letter by executing one copy of this letter and returning it to us.

Respectfully submitted,

Kirkpatrick, Pettis, Smith, Polian Inc.



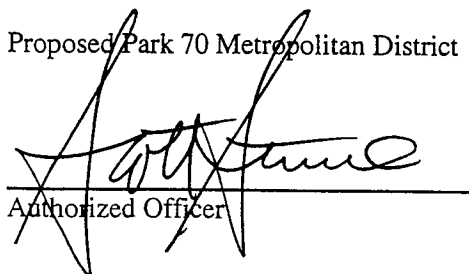
Thomas R. Bishop
Senior Vice President



Samuel R. Sharp
Vice President

ACCEPTED this 27th day of March 2003.

Proposed Park 70 Metropolitan District



Authorized Officer

EXHIBIT J

Financing Plan



**The Petitioners for Formation of
Park 70 Metropolitan District
Adams County, Colorado**

**Members of City Council
City of Aurora
Adams County, Colorado**

We have compiled the accompanying forecasted cash surplus balances and cash receipts and disbursements of Park 70 Metropolitan District (the "District") (in the Formation Stage of Development) as of the date of formation and for the 35 subsequent calendar years, in accordance with attestation guidelines established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast, information that is the representation of the Petitioners for Formation of the District (collectively, "Management"), and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. However, we did become aware of a departure from the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants, which is described in the following paragraph. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

As discussed in Note 4, the forecast is presented on the cash basis of accounting, whereas the historical financial statements for the forecast period are expected to be presented in conformity with generally accepted accounting principles on the modified accrual basis. Guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants require disclosure of the differences resulting from the use of a different basis of accounting in the forecast than that expected to be used in the historical financial statements for the period. If the AICPA presentation guidelines were followed, the forecast would indicate that the presentation reflects cash balances and cash received and disbursed rather than fund balances and revenue and expenditures that would be recognized under generally accepted accounting principles based on the modified accrual basis of accounting.

Clifton Gunderson LLP .

Clifton Gunderson LLP

Greenwood Village, Colorado
August 28, 2003

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SUMMARY
 (Page 1 of 2)

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Collection Year	CASH RECEIPTS										Total Receipts (Page 3)	Total Disbursements (Page 3)	Annual Cash Surplus / (Deficit)	Cumulative Cash Surplus Balances	Collection Year
	Assessed Value (See Page 5)	Mill Levy	Net Property Taxes 98.00%	Specific Ownership Taxes 10.00%	Developer Contributions for Construction	Developer Advances for Org. Costs / Construction (See Page 8)	Developer Advances for Admin./ Operations (See Page 9)	Bond Proceeds Available for Developer Reimbursement & Construction	Interest Income on Cumulative Surplus at 2.00%						
2003	3,910	0.000	0	0	0	4,900,739	25,000	0	0	0	4,925,739	4,925,739	0	0	2003
2004	3,910	0.000	0	0	0	3,003,140	50,000	0	0	61,857	14,415,775	11,322,941	3,092,834	3,092,834	2004
2005	696,000	37.000	25,237	2,524	0	0	0	0	0	13,857	89,618	2,489,579	(2,399,961)	692,873	2005
2006	7,788,240	37.000	282,402	28,240	700,000	517,572	0	0	4,416	5,197	1,542,071	2,014,162	(472,091)	220,782	2006
2007	16,087,205	37.000	583,322	58,332	0	0	0	0	494	494	646,070	606,990	39,080	259,862	2007
2008	24,610,797	37.000	892,387	89,239	0	0	0	0	163	163	986,823	1,221,980	(235,157)	24,705	2008
2009	30,150,302	37.000	1,093,250	109,325	0	0	0	0	247	247	1,203,069	1,223,062	(19,993)	4,712	2009
2010	30,753,308	37.000	1,115,115	111,512	0	0	0	0	255	255	1,226,721	1,223,266	3,455	8,167	2010
2011	30,753,308	37.000	1,137,417	113,742	0	0	0	0	217	217	1,251,406	1,251,041	365	12,365	2011
2012	31,368,375	37.000	1,137,417	113,742	0	0	0	0	256	256	1,276,439	1,274,408	1,992	14,635	2012
2013	31,368,375	37.000	1,137,417	113,742	0	0	0	0	293	293	1,301,999	1,300,938	1,066	16,264	2013
2014	31,995,742	37.000	1,160,166	116,017	0	0	0	0	365	365	1,328,128	1,327,032	1,096	18,264	2014
2015	31,995,742	37.000	1,160,166	116,017	0	0	0	0	388	388	1,354,735	1,354,797	1,499	20,493	2015
2016	32,635,657	37.000	1,183,369	118,337	0	0	0	0	410	410	1,381,791	1,375,770	6,021	21,992	2016
2017	32,635,657	37.000	1,183,369	118,337	0	0	0	0	439	439	1,409,606	1,409,355	251	21,930	2017
2018	33,288,370	37.000	1,207,036	120,704	0	0	0	0	530	530	1,438,128	1,438,170	(442)	20,494	2018
2019	33,288,370	37.000	1,207,036	120,704	0	0	0	0	597	597	1,469,606	1,469,355	251	29,828	2019
2020	33,954,137	37.000	1,231,177	123,118	0	0	0	0	602	602	1,499,606	1,499,355	251	30,079	2020
2021	33,954,137	37.000	1,231,177	123,118	0	0	0	0	876	876	1,528,128	1,528,170	(442)	26,515	2021
2022	34,633,220	37.000	1,255,801	125,580	0	0	0	0	866	866	1,554,735	1,554,797	(62)	26,515	2022
2023	34,633,220	37.000	1,255,801	125,580	0	0	0	0	877	877	1,581,791	1,581,791	0	29,828	2023
2024	35,325,885	37.000	1,280,917	128,092	0	0	0	0	961	961	1,609,606	1,609,355	251	30,079	2024
2025	35,325,885	37.000	1,280,917	128,092	0	0	0	0	1,041	1,041	1,638,128	1,638,170	(442)	43,804	2025
2026	36,032,402	32.000	1,129,976	112,998	0	0	0	0	1,064	1,064	1,667,128	1,667,170	(442)	43,297	2026
2027	36,032,402	32.000	1,129,976	112,998	0	0	0	0	1,181	1,181	1,696,606	1,696,355	251	43,834	2027
2028	36,753,050	31.500	1,134,567	113,457	0	0	0	0	1,266	1,266	1,725,128	1,725,170	(442)	47,855	2028
2029	36,753,050	31.500	1,134,567	113,457	0	0	0	0	1,372	1,372	1,754,606	1,754,606	0	48,048	2029
2030	37,488,111	31.000	1,138,889	113,889	0	0	0	0	1,444	1,444	1,783,128	1,783,170	(442)	52,058	2030
2031	37,488,111	31.000	1,138,889	113,889	0	0	0	0	1,518	1,518	1,812,128	1,812,170	(442)	53,175	2031
2032	38,237,874	30.500	1,142,930	114,293	0	0	0	0	1,600	1,600	1,841,128	1,841,170	(442)	59,053	2032
2033	38,237,874	30.500	1,142,930	114,293	0	0	0	0	1,666	1,666	1,870,606	1,870,606	0	63,307	2033
2034	39,002,631	2.250	86,001	8,600	0	0	0	0	1,732	1,732	1,900,128	1,900,170	(442)	68,607	2034
2035	39,002,631	2.250	86,001	8,600	0	0	0	0	1,818	1,818	1,930,128	1,930,170	(442)	72,202	2035
2036	39,782,684	2.250	87,721	8,772	0	0	0	0	1,904	1,904	1,960,128	1,960,170	(442)	75,913	2036
2037	39,782,684	2.250	87,721	8,772	0	0	0	0	1,990	1,990	1,990,128	1,990,170	(442)	77,813	2037
											55,268,680	55,190,867	77,813		
											8,421,451	75,000	11,362,635	104,950	
											700,000	9,121,451			

Total Dev Advances & Contributions for Construction 9,121,451

NOTE: Net Property Taxes assumes a 1.50% County Treasurer's Collection Fee and a 0.5% Allowance for Uncollectible Accounts.

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
(IN THE FORMATION STAGE OF DEVELOPMENT)

FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SUMMARY
(Page 2 of 2)

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Collection Year	Total Receipts (Page 2)	CASH DISBURSEMENTS				Total Disbursements	Annual Cash Surplus / (Deficit)	Cumulative Cash Surplus Balances	Collection Year	
		Administrative / Operational Disbursements 2.00%	Construction & Organizational Costs (See Page 10)	Total Annual Developer Adv. Reimbursements Org. & Constr. (See Page 8)	Total Annual Developer Adv. Reimbursements Admin. / Ops (See Page 9)					Available for Bond Debt Service
2003	4,925,739	25,000	4,900,739	0	0	0	0	4,925,739	0	2003
2004	14,415,775	50,000	3,003,140	8,269,801	0	3,092,834	0	11,322,941	3,092,834	2004
2005	89,618	51,000	2,399,961	0	38,618	(2,399,961)	0	2,489,579	(2,399,961)	2005
2006	1,542,071	52,020	1,910,445	0	51,697	(472,091)	0	2,014,162	(472,091)	2006
2007	646,070	53,060	646,070	0	0	498,010	458,930	606,990	39,080	2007
2008	986,823	54,121	986,823	0	0	932,702	1,167,859	1,221,980	(235,157)	2008
2009	1,203,069	55,203	1,203,069	0	0	1,147,866	1,167,859	1,223,062	(19,993)	2009
2010	1,226,721	56,307	1,226,721	0	0	1,170,414	1,166,959	1,223,266	3,455	2010
2011	1,226,790	57,433	1,226,790	0	0	1,169,357	1,165,159	1,222,592	4,198	2011
2012	1,251,406	58,582	1,251,406	0	0	1,167,824	1,167,459	1,251,041	365	2012
2013	1,251,414	59,754	1,251,414	0	0	1,166,660	1,168,559	1,253,313	(1,899)	2013
2014	1,276,400	60,949	1,276,400	0	0	1,165,451	1,163,459	1,274,408	1,992	2014
2015	1,276,439	62,168	1,276,439	0	0	1,169,271	1,167,459	1,274,627	1,812	2015
2016	1,301,999	63,411	1,301,999	0	0	1,168,588	1,164,959	1,298,370	3,629	2016
2017	1,302,071	64,679	1,302,071	0	0	1,167,392	1,166,259	1,300,938	1,133	2017
2018	1,328,128	65,973	1,328,128	0	0	1,167,155	1,166,059	1,327,032	1,096	2018
2019	1,328,150	67,292	1,328,150	0	0	1,165,858	1,164,359	1,326,651	1,499	2019
2020	1,354,735	68,638	1,354,735	0	0	1,166,097	1,166,159	1,354,797	(62)	2020
2021	1,354,734	70,011	1,354,734	0	0	1,164,723	1,166,159	1,356,170	(1,436)	2021
2022	1,381,911	71,411	1,381,911	0	0	1,170,380	1,164,359	1,375,770	6,021	2022
2023	1,409,606	72,839	1,409,606	0	0	1,169,072	1,165,759	1,378,598	3,313	2023
2024	1,409,611	74,296	1,409,611	0	0	1,165,310	1,165,059	1,409,355	251	2024
2025	1,443,850	75,782	1,443,850	0	0	1,180,984	1,167,259	1,395,886	13,725	2025
2026	1,243,840	77,298	1,243,840	0	0	1,166,552	1,167,059	1,244,357	(507)	2026
2027	1,248,901	78,844	1,248,901	0	0	1,164,996	1,164,459	1,243,303	537	2027
2028	1,248,981	80,421	1,248,981	0	0	1,168,480	1,164,459	1,244,880	4,021	2028
2029	1,253,739	82,029	1,253,739	0	0	1,166,952	1,166,759	1,248,788	193	2029
2030	1,253,819	83,670	1,253,819	0	0	1,170,069	1,166,059	1,249,729	4,010	2030
2031	1,258,287	85,343	1,258,287	0	0	1,168,476	1,167,359	1,252,702	1,117	2031
2032	1,258,404	87,050	1,258,404	0	0	1,171,237	1,165,359	1,252,409	5,878	2032
2033	95,867	88,791	95,867	0	0	1,169,613	1,165,359	1,254,150	4,254	2033
2034	95,973	90,567	95,973	0	0	5,300	0	90,567	5,300	2034
2035	97,937	92,378	97,937	0	0	3,595	0	92,378	3,595	2035
2036	98,011	94,226	98,011	0	0	3,711	0	94,226	3,711	2036
2037	98,011	96,111	98,011	0	0	1,900	0	96,111	1,900	2037
	55,268,680	2,426,657	12,214,285	9,682,646	903,315	30,854,777	30,776,964	55,190,867	77,813	

NOTE: Construction Costs of \$1,910,445 in 2006 are paid from \$692,873 of available bond proceeds, a Developer advance of \$517,572, and a Developer contribution of \$700,000.

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SCHEDULE OF ASSESSED VALUATION

(Continued on Page 5)

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Construction Year	Collection Year	COMMERCIAL PROPERTY										
		Square Footage Finished	Price per Square Foot Inflated at 2.0%	Annual Commercial Property for Assessment	Est. Biennial Revaluation per State Statute 2.0%	Cumulative Market Value of Commercial Property	Assessment Ratio	COMMERCIAL PROPERTY ASSESSED VALUATION				
2001	2003			0		0		0		0	29.00%	0
2002	2004			0		0		0		0	29.00%	0
2003	2005			0		0		0		0	29.00%	0
2004	2006	600,000	40.00	24,000,000	0	24,000,000		24,000,000		24,000,000	29.00%	6,960,000
2005	2007	700,000	40.80	28,560,000		28,560,000		52,560,000		52,560,000	29.00%	15,242,400
2006	2008	700,000	41.62	29,131,200	1,051,200	29,131,200		82,742,400		82,742,400	29.00%	23,995,296
2007	2009	500,000	42.45	21,224,160		21,224,160		103,966,560		103,966,560	29.00%	30,150,302
2008	2010	0	43.30	0	2,079,331	0		106,045,891		106,045,891	29.00%	30,753,308
2009	2011	0	44.16	0		0		106,045,891		106,045,891	29.00%	30,753,308
2010	2012	0	45.05	0	2,120,918	0		108,166,809		108,166,809	29.00%	31,368,375
2011	2013	0	45.95	0		0		108,166,809		108,166,809	29.00%	31,368,375
2012	2014	0	46.87	0	2,163,336	0		110,330,145		110,330,145	29.00%	31,995,742
2013	2015	0	47.80	0		0		110,330,145		110,330,145	29.00%	31,995,742
2014	2016	0	48.76	0	2,206,603	0		112,536,748		112,536,748	29.00%	32,635,657
2015	2017	0	49.73	0		0		112,536,748		112,536,748	29.00%	32,635,657
2016	2018	0		0	2,250,735	0		114,787,483		114,787,483	29.00%	33,288,370
2017	2019	0		0		0		114,787,483		114,787,483	29.00%	33,288,370
2018	2020	0		0	2,295,750	0		117,083,233		117,083,233	29.00%	33,954,137
2019	2021	0		0		0		117,083,233		117,083,233	29.00%	33,954,137
2020	2022	0		0	2,341,665	0		119,424,897		119,424,897	29.00%	34,633,220
2021	2023	0		0		0		119,424,897		119,424,897	29.00%	34,633,220
2022	2024	0		0	2,388,498	0		121,813,395		121,813,395	29.00%	35,325,885
2023	2025	0		0		0		121,813,395		121,813,395	29.00%	35,325,885
2024	2026	0		0	2,436,268	0		124,249,663		124,249,663	29.00%	36,032,402
2025	2027	0		0		0		124,249,663		124,249,663	29.00%	36,032,402
2026	2028	0		0	2,484,993	0		126,734,657		126,734,657	29.00%	36,753,050
2027	2029	0		0		0		126,734,657		126,734,657	29.00%	36,753,050
2028	2030	0		0	2,534,693	0		129,269,350		129,269,350	29.00%	37,488,111
2029	2031	0		0		0		129,269,350		129,269,350	29.00%	37,488,111
2030	2032	0		0	2,585,387	0		131,854,737		131,854,737	29.00%	38,237,874
2031	2033	0		0		0		131,854,737		131,854,737	29.00%	38,237,874
2032	2034	0		0	2,637,095	0		134,491,831		134,491,831	29.00%	39,002,631
2033	2035	0		0		0		134,491,831		134,491,831	29.00%	39,002,631
2034	2036	0		0	2,689,837	0		137,181,668		137,181,668	29.00%	39,782,684
2035	2037	0		0		0		137,181,668		137,181,668	29.00%	39,782,684
		2,500,000		102,915,360	34,266,308	102,915,360						

Note: The estimated initial price per square foot includes \$35 for real property and \$5 for personal property.

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SCHEDULE OF ASSESSED VALUATION

(Continued from Page 4)

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Construction Year	Collection Year	COMMERCIAL LAND						TOTAL COMMERCIAL LAND ASSESSED VALUATION	ASSESSMENT RATIO	TOTAL CUMULATIVE ASSESSED VALUATION
		Commercial Land Developed Based on Building SF	Annual Commercial Land Developed 10.00%	Annual Commercial Land Built Upon	Cumulative Actual Commercial Land Value	Commercial Land Assessed Valuation	TOTAL COMMERCIAL LAND ASSESSED VALUATION			
2001	2003	Beginning Balance	0	0	0	13,482	0	29.00%	3,910	
2002	2004	0	0	(13,482)	13,482	0	0	29.00%	3,910	
2003	2005	600,000	2,400,000	(2,400,000)	2,400,000	0	0	29.00%	696,000	
2004	2006	700,000	2,856,000	(2,856,000)	2,856,000	0	0	29.00%	7,788,240	
2005	2007	700,000	2,913,120	(2,856,000)	2,913,120	0	0	29.00%	16,087,205	
2006	2008	500,000	2,122,416	(2,913,120)	2,122,416	0	0	29.00%	24,610,797	
2007	2009	0	0	(2,122,416)	0	0	0	29.00%	30,150,302	
2008	2010	0	0	0	0	0	0	29.00%	30,753,308	
2009	2011	0	0	0	0	0	0	29.00%	30,753,308	
2010	2012	0	0	0	0	0	0	29.00%	31,368,375	
2011	2013	0	0	0	0	0	0	29.00%	31,368,375	
2012	2014	0	0	0	0	0	0	29.00%	31,995,742	
2013	2015	0	0	0	0	0	0	29.00%	31,995,742	
2014	2016	0	0	0	0	0	0	29.00%	32,635,657	
2015	2017	0	0	0	0	0	0	29.00%	32,635,657	
2016	2018	0	0	0	0	0	0	29.00%	33,288,370	
2017	2019	0	0	0	0	0	0	29.00%	33,288,370	
2018	2020	0	0	0	0	0	0	29.00%	33,954,137	
2019	2021	0	0	0	0	0	0	29.00%	33,954,137	
2020	2022	0	0	0	0	0	0	29.00%	34,633,220	
2021	2023	0	0	0	0	0	0	29.00%	34,633,220	
2022	2024	0	0	0	0	0	0	29.00%	35,325,885	
2023	2025	0	0	0	0	0	0	29.00%	35,325,885	
2024	2026	0	0	0	0	0	0	29.00%	36,032,402	
2025	2027	0	0	0	0	0	0	29.00%	36,032,402	
2026	2028	0	0	0	0	0	0	29.00%	36,753,050	
2027	2029	0	0	0	0	0	0	29.00%	36,753,050	
2028	2030	0	0	0	0	0	0	29.00%	37,488,111	
2029	2031	0	0	0	0	0	0	29.00%	37,488,111	
2030	2032	0	0	0	0	0	0	29.00%	38,237,874	
2031	2033	0	0	0	0	0	0	29.00%	38,237,874	
2032	2034	0	0	0	0	0	0	29.00%	39,002,631	
2033	2035	0	0	0	0	0	0	29.00%	39,002,631	
2034	2036	0	0	0	0	0	0	29.00%	39,782,684	
2035	2037	0	0	0	0	0	0	29.00%	39,782,684	
		2,500,000	10,291,536	(10,305,018)						

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SCHEDULE of ESTIMATED BOND DEBT SERVICE REQUIREMENTS

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

<u>Series 2004 Bond Issue</u>								COMBINED NET DEBT SERVICE	Year	
Issued: June 1, 2004		\$15,900,000		Interest Rates: 6.00%		Total Debt Service	Reduce Debt Service By: Debt Service Reserve Fund Capitalized Interest			Net 2004 Bonds Debt Service
Year	Principal	Coupon	Interest	(See Page 7)						
2003										
2004	0	6.00%	477,000	477,000	(18,071)	(458,929)	0	0	2004	
2005	0	6.00%	954,000	954,000	(36,141)	(917,859)	0	0	2005	
2006	0	6.00%	954,000	954,000	(36,141)	(917,859)	0	0	2006	
2007	0	6.00%	954,000	954,000	(36,141)	(458,929)	458,930	458,930	2007	
2008	250,000	6.00%	954,000	1,204,000	(36,141)		1,167,859	1,167,859	2008	
2009	265,000	6.00%	939,000	1,204,000	(36,141)		1,167,859	1,167,859	2009	
2010	280,000	6.00%	923,100	1,203,100	(36,141)		1,166,959	1,166,959	2010	
2011	295,000	6.00%	906,300	1,201,300	(36,141)		1,165,159	1,165,159	2011	
2012	315,000	6.00%	888,600	1,203,600	(36,141)		1,167,459	1,167,459	2012	
2013	335,000	6.00%	869,700	1,204,700	(36,141)		1,168,559	1,168,559	2013	
2014	350,000	6.00%	849,600	1,199,600	(36,141)		1,163,459	1,163,459	2014	
2015	375,000	6.00%	828,600	1,203,600	(36,141)		1,167,459	1,167,459	2015	
2016	395,000	6.00%	806,100	1,201,100	(36,141)		1,164,959	1,164,959	2016	
2017	420,000	6.00%	782,400	1,202,400	(36,141)		1,166,259	1,166,259	2017	
2018	445,000	6.00%	757,200	1,202,200	(36,141)		1,166,059	1,166,059	2018	
2019	470,000	6.00%	730,500	1,200,500	(36,141)		1,164,359	1,164,359	2019	
2020	500,000	6.00%	702,300	1,202,300	(36,141)		1,166,159	1,166,159	2020	
2021	530,000	6.00%	672,300	1,202,300	(36,141)		1,166,159	1,166,159	2021	
2022	560,000	6.00%	640,500	1,200,500	(36,141)		1,164,359	1,164,359	2022	
2023	595,000	6.00%	606,900	1,201,900	(36,141)		1,165,759	1,165,759	2023	
2024	630,000	6.00%	571,200	1,201,200	(36,141)		1,165,059	1,165,059	2024	
2025	670,000	6.00%	533,400	1,203,400	(36,141)		1,167,259	1,167,259	2025	
2026	710,000	6.00%	493,200	1,203,200	(36,141)		1,167,059	1,167,059	2026	
2027	750,000	6.00%	450,600	1,200,600	(36,141)		1,164,459	1,164,459	2027	
2028	795,000	6.00%	405,600	1,200,600	(36,141)		1,164,459	1,164,459	2028	
2029	845,000	6.00%	357,900	1,202,900	(36,141)		1,166,759	1,166,759	2029	
2030	895,000	6.00%	307,200	1,202,200	(36,141)		1,166,059	1,166,059	2030	
2031	950,000	6.00%	253,500	1,203,500	(36,141)		1,167,359	1,167,359	2031	
2032	1,005,000	6.00%	196,500	1,201,500	(36,141)		1,165,359	1,165,359	2032	
2033	2,270,000	6.00%	136,200	2,406,200	(1,240,841)		1,165,359	1,165,359	2033	
								0	2034	
								0	2035	
								0	2036	
								0	2037	
	15,900,000		19,901,400	35,801,400	(2,270,860)	(2,753,576)	30,776,964	30,776,964		

<u>USE OF PROCEEDS:</u>			
Construction Funds	3,092,834		
Developer Reimbursements	8,269,801		
Capitalized Interest	2,696,525	Interest Earnings @	1.20%
Debt Service Reserve Fund	1,204,700	Interest Earnings @	3.00%
Issuance Costs	636,140		
	<u>\$15,900,000</u>		

<u>TOTAL:</u>	
	3,092,834
	8,269,801
	2,696,525
	1,204,700
	636,140
	<u>\$15,900,000</u>

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

CALCULATION OF CAPITALIZED INTEREST

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

CALCULATION of CAPITALIZED INTEREST on 2004 BOND ISSUANCE

Date	Beginning Balance 2004 Bonds Capitalized Interest	Interest Earned at 1.20%	Disbursements (See Page 6)	Ending Balance 2004 Bonds Capitalized Interest
6/01/2004	2,696,525	0		2,696,525
7/01/2004	2,696,525	2,697		2,699,222
8/01/2004	2,699,222	2,699		2,701,921
9/01/2004	2,701,921	2,702		2,704,623
10/01/2004	2,704,623	2,705		2,707,328
11/01/2004	2,707,328	2,707		2,710,035
12/01/2004	2,710,035	2,710	(458,929)	2,253,816
1/01/2005	2,253,816	2,254		2,256,070
2/01/2005	2,256,070	2,256		2,258,326
3/01/2005	2,258,326	2,258		2,260,584
4/01/2005	2,260,584	2,261		2,262,845
5/01/2005	2,262,845	2,263		2,265,108
6/01/2005	2,265,108	2,265	(458,929)	1,808,444
7/01/2005	1,808,444	1,808		1,810,252
8/01/2005	1,810,252	1,810		1,812,062
9/01/2005	1,812,062	1,812		1,813,874
10/01/2005	1,813,874	1,814		1,815,688
11/01/2005	1,815,688	1,816		1,817,504
12/01/2005	1,817,504	1,818	(458,930)	1,360,392
1/01/2006	1,360,392	1,360		1,361,752
2/01/2006	1,361,752	1,362		1,363,114
3/01/2006	1,363,114	1,363		1,364,477
4/01/2006	1,364,477	1,364		1,365,841
5/01/2006	1,365,841	1,366		1,367,207
6/01/2006	1,367,207	1,367	(458,929)	909,645
7/01/2006	909,645	910		910,555
8/01/2006	910,555	911		911,466
9/01/2006	911,466	911		912,377
10/01/2006	912,377	912		913,289
11/01/2006	913,289	913		914,202
12/01/2006	914,202	914	(458,930)	456,186
1/01/2007	456,186	456		456,642
2/01/2007	456,642	457		457,099
3/01/2007	457,099	457		457,556
4/01/2007	457,556	457		458,013
5/01/2007	458,013	458		458,471
6/01/2007	458,471	458	(458,929)	0
		57,051	(2,753,576)	

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND
 ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
(IN THE FORMATION STAGE OF DEVELOPMENT)

FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SCHEDULE OF DEVELOPER ADVANCES, INTEREST and REPAYMENTS

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Collection Year	TOTAL DEVELOPER ADVANCES with ACCRUED INTEREST				TOTAL DEVELOPER ADVANCE REPAYMENTS			Cumulative Outstanding Developer Advances	Collection Year
	Annual Developer Advances - Organizational Costs	Annual Developer Advances - Construction Costs	Total Annual Developer Advances - Org. & Const. (Sec Page 2)	Interest Accrued on Outstanding Advances at 8.00% (See Note A)	Total Annual Developer Advances (Including Interest)	Annual Developer Repayments - From Bond Proceeds	Annual Developer Repayments - From Surplus Cash		
2003	150,000	4,750,739	4,900,739	196,030	5,096,769	(8,269,801)	0	0	2003
2004		3,003,140	3,003,140	169,892	3,173,032	0	(8,269,801)	0	2004
2005		0	0	0	0	0	0	0	2005
2006		517,572	517,572	20,703	538,275	0	0	538,275	2006
2007			0	43,062	43,062	(95,000)	(95,000)	486,337	2007
2008			0	38,907	38,907	0	0	525,244	2008
2009			0	42,020	42,020	0	0	567,264	2009
2010			0	45,381	45,381	0	0	612,645	2010
2011			0	49,012	49,012	0	0	661,657	2011
2012			0	52,933	52,933	(25,000)	(25,000)	689,590	2012
2013			0	55,167	55,167	(25,000)	(25,000)	719,757	2013
2014			0	57,581	57,581	(50,000)	(50,000)	727,338	2014
2015			0	58,187	58,187	(45,000)	(45,000)	740,525	2015
2016			0	59,242	59,242	(70,000)	(70,000)	729,767	2016
2017			0	58,381	58,381	(70,000)	(70,000)	718,148	2017
2018			0	57,452	57,452	(95,000)	(95,000)	680,600	2018
2019			0	54,450	54,450	(95,000)	(95,000)	640,050	2019
2020			0	51,204	51,204	(120,000)	(120,000)	571,254	2020
2021			0	45,700	45,700	(120,000)	(120,000)	496,954	2021
2022			0	39,756	39,756	(140,000)	(140,000)	396,710	2022
2023			0	31,737	31,737	(140,000)	(140,000)	288,447	2023
2024			0	23,076	23,076	(170,000)	(170,000)	141,523	2024
2025			0	11,322	11,322	(152,845)	(152,845)	0	2025
2026			0	0	0	0	0	0	2026
2027			0	0	0	0	0	0	2027
2028			0	0	0	0	0	0	2028
	150,000	8,271,451	8,421,451	1,261,195	9,682,646	(8,269,801)	(1,412,845)	(9,682,646)	

Note A: All Developer Advances are considered to occur on July 1st and all Developer Advance Repayments are considered to occur on the earlier of December 31st or when bonds are issued in any given year.

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
 (IN THE FORMATION STAGE OF DEVELOPMENT)
FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

SCHEDULE OF DEVELOPER ADVANCES, INTEREST and REPAYMENTS
 AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

Collection Year	TOTAL DEVELOPER ADVANCES with ACCRUED INTEREST				DEVELOPER ADVANCE REPAYMENTS		Cumulative Outstanding Developer Advances - Admin.	Collection Year
	Annual Developer Advances - Admin. Costs	Total Annual Developer Advances - Admin. (See Page 2)	Interest Accrued on Outstanding Advances at 8.00% (See Note A)	Total Annual Developer Advances Admin. (Including Interest)	Annual Developer Repayments - From Surplus Cash	Total Annual Developer Repayments (See Page 3)		
2003	25,000	25,000	1,000	26,000		0	26,000	2003
2004	50,000	50,000	4,080	54,080		0	80,080	2004
2005	0	0	6,406	6,406	(38,618)	(38,618)	47,868	2005
2006			3,829	3,829	(51,697)	(51,697)	0	2006
2007			0	0		0	0	2007
2008			0	0		0	0	2008
2009			0	0		0	0	2009
2010			0	0		0	0	2010
2011			0	0		0	0	2011
2012			0	0		0	0	2012
2013			0	0		0	0	2013
2014			0	0		0	0	2014
2015			0	0		0	0	2015
2016			0	0		0	0	2016
2017			0	0		0	0	2017
2018			0	0		0	0	2018
2019			0	0		0	0	2019
2020			0	0		0	0	2020
2021			0	0		0	0	2021
2022			0	0		0	0	2022
2023			0	0		0	0	2023
2024			0	0		0	0	2024
2025			0	0		0	0	2025
2026			0	0		0	0	2026
2027			0	0		0	0	2027
2028			0	0		0	0	2028
	75,000	75,000	15,315	90,315	(90,315)	(90,315)		

Note A: All Developer Advances are considered to occur on July 1st and all Developer Advance Repayments are considered to occur on December 31st.

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
(IN THE FORMATION STAGE OF DEVELOPMENT)

FORECASTED CASH SURPLUS BALANCES AND CASH RECEIPTS AND DISBURSEMENTS

CONSTRUCTION COSTS BY PHASE
PHASES I & II

AS OF THE DATE OF FORMATION AND FOR THE CALENDAR YEARS ENDING THROUGH 2037

COST ESTIMATE SCHEDULE Dated: July 21, 2003	YEAR				TOTALS ALL YEARS
	2003	2004	2005	2006	
STREETS & SAFETY IMPROVEMENTS					
Smith Road Right-of-Way Acquisition from UPR	\$ 128,516	\$ -	\$ -	\$ -	\$ 128,516
Smith Way Re-construction	987,800				987,800
Smith Road (1/2 Street Imp, Full Utility Extensions) Road A	474,688	486,555	426,865		961,243
Gun Club Road to Smith Road to I-70 Overpass Ramp		237,051	242,977		843,318
I-70 Ramp Work (1/2 Share)				829,206	480,028
Engineering 15%	238,651	171,009	100,476	124,381	829,206
Contingency 20%	318,201	228,012	133,968	165,841	634,517
Subtotal STREETS & SAFETY IMPROVEMENTS	2,147,856	1,539,080	904,286	1,119,428	5,710,650
WATER IMPROVEMENTS					
Offsite Water	816,060				816,060
Onsite Water		471,530	483,318	495,401	1,450,249
Engineering 15%	122,409	70,730	72,498	74,310	339,947
Contingency 20%	163,212	94,306	96,664	99,080	453,262
Subtotal WATER IMPROVEMENTS	1,101,681	636,566	652,480	668,791	3,059,518
SEWER IMPROVEMENTS					
Sanitary Sewer (incl. Lift Station)	352,188	180,496	185,009		717,693
Storm Water Management	665,679	341,161	349,690		1,356,530
Engineering 15%	152,680	78,249	80,205	0	311,134
Contingency 20%	203,573	104,331	106,940	0	414,844
Subtotal SEWER IMPROVEMENTS	1,374,120	704,237	721,844	0	2,800,201
PARKS, RECREATION and LANDSCAPING					
E-470 M.U.E. Landscaping / Trail System	77,794	79,738	81,732	83,775	323,039
Engineering 15%	11,669	11,961	12,260	12,566	48,456
Contingency 20%	15,559	15,948	16,346	16,755	64,608
Subtotal PARKS, RECREATION and LANDSCAPING	105,022	107,647	110,338	113,096	436,103
OTHER					
Public Arts Fee (1% of Above-ground Improvements)	22,060	15,610	11,013	9,130	57,813
Metro District Set-up and Legal Fees	150,000				150,000
TOTAL CONSTRUCTION / ORGAN. COSTS	\$ 4,900,739	\$ 3,003,140	\$ 2,399,961	\$ 1,910,445	\$ 12,214,285
LESS: CONSTRUCTION COSTS NOT REIMBURSABLE FROM BOND PROCEEDS	0	0	0	(700,000)	(700,000)
CONSTRUCTION / ORGAN. COSTS PAID FROM BOND PROCEEDS OR SURPLUS CASH	\$ 4,900,739	\$ 3,003,140	\$ 2,399,961	\$ 1,210,445	\$ 11,514,285

(See Note 11)

SEE SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES AND ACCOUNTANT'S REPORT

PARK 70 METROPOLITAN DISTRICT
(In the Formation Stage of Development)

**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES**

August 28, 2003

NOTE 1) NATURE AND LIMITATION OF FORECAST

This forecast of financial information is for the purpose of a financial analysis of the proposed development plan of Park 70 Metropolitan District (the "District") (in the Formation Stage of Development). It is to display how the proposed facilities and services are to be provided and financed.

This financial forecast presents, to the best knowledge and belief of Management of the District, the District's expected cash position and results of cash receipts and disbursements for the forecasted periods. Accordingly, the forecast reflects Management's judgment, as of August 28, 2003, the date of this forecast, of the expected conditions and the District's expected course of action.

The assumptions disclosed herein are those that Management believes are significant to the forecast, however, they are not all-inclusive. There usually may still be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The forecast includes inflation of 2% per year beginning in 2005 for administrative disbursements. The forecasted market values per square foot of commercial development have been increased by 2% each year, for each year beyond 2004. Also, based upon the biennial revaluation of property required by state statute, an increase in commercial property valuation of 2% due to reassessment has been assumed every other year starting in 2006.

NOTE 2) ORGANIZATION

The Petitioners for Formation of the District, a quasi-municipal corporation, are in the process of organization. The District will be governed pursuant to provisions of the Colorado Special Districts Act (Title 32). The primary purpose of the District is to provide public improvements to be dedicated to the City of Aurora (the "City"), or with Aurora's consent, to be retained by the District or transferred to another entity, as appropriate, for the use and benefit of the District's taxpayers.

PARK 70 METROPOLITAN DISTRICT

(In the Formation Stage of Development)

SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES

August 28, 2003

NOTE 2) ORGANIZATION (Continued)

The District will operate under a Service Plan (the "Plan") to be approved by the City of Aurora. The District is generally located north of Interstate 70, south of Smith Road and east of E-470, and contains approximately 159 acres. The District is being formed to provide financing for the construction, operation and maintenance of street and safety protection, water, sanitation, parks and recreation, transportation and mosquito control services and facilities.

As set forth in this forecast, the District is forecasted to issue \$15,900,000 of debt in one bond issue. However, the draft service plan may have a higher debt service amount to allow for an under estimate of valuations in this forecast.

Formation of the District is intended to be timed to allow for the proper legislative, judicial and election process to be completed in order for the District's electors to be able to vote for the authorization of debt and TABOR questions in November 2003, and tax levies for tax collections in 2005. The Petitioners expect the favorable approval at the election since they constitute the majority of the current eligible electors within the proposed District's boundaries.

NOTE 3) PETITIONERS / BOARD OF DIRECTORS

The Petitioners for Formation of the District are landowners, principals or employees of the major property owner of the land included within the boundaries of the District. The major landowner as well as the developer of the District is ProLogis (the "Developer").

The Developer has provided the information regarding the number of square feet of commercial property estimated to be built each year and the initial sales values for the commercial properties, based upon their knowledge and experience in developing other properties. The Developer requested that sales values be increased by 2% for each year beyond 2004.

PARK 70 METROPOLITAN DISTRICT

(In the Formation Stage of Development)

SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES

August 28, 2003

NOTE 4) BASIS OF ACCOUNTING

The basis of accounting for this forecast is the cash basis, which is a basis of accounting that is different from that allowed by the generally accepted accounting principles under which the District will prepare its financial statements.

NOTE 5) PROPERTY TAXES

The primary source of revenue or cash receipts will be ad valorem property taxes. Property taxes are determined annually by the District's Board of Directors and set by County Commissioners as to rate or levy based upon the assessed valuation of the property within the District. The Adams County Assessor determines the assessed valuation. The levy is expressed in terms of mills. A mill is 1/1,000 of the assessed valuation. The forecast assumes that the District will initially be able to set its mill levy at 37.000 mills for debt service and administration purposes for collection in 2005, and that starting in 2026 the mill levy will be reduced as needed in order to cover the District's costs.

The assessed valuation for the District is dependent upon the build-out schedule of the commercial property within the District. Management of the District has based the estimate of build-out on their forecasted build-out schedule. The forecasted development build-out schedule and conversion to assessed valuation is presented as a Schedule (see Pages 4 and 5). Commercial land and property is assessed at 29.00%.

Increases to valuation for the development of infrastructure within the District for platted and finished lots held for build-out are included in the forecasted assessed valuation. No assessed valuation has been assumed for State Assessed property that may be owned by public utilities within the District.

The property taxes resultant from the above mill levy and assessed valuation has been reduced for the Adams County Treasurer's 1.50% fee for collection of the taxes, and further reduced by 0.5% to allow for uncollectible taxes.

PARK 70 METROPOLITAN DISTRICT

(In the Formation Stage of Development)

SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES

August 28, 2003

NOTE 6) SPECIFIC OWNERSHIP TAXES

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The forecast assumes that the District's share will be equal to approximately 10% of the property taxes collected.

NOTE 7) DEVELOPER ADVANCES

The forecast assumes that the Developer will advance funds to the District for organizational/administrative/operational costs and may be reimbursed from bond proceeds for organizational costs. The forecast also assumes that the Developer will advance all funds needed for construction costs to the District, except for construction costs of \$2,399,961 in 2005 and \$692,873 in 2006 which will be funded directly from available bond proceeds. All estimated Developer advances are shown on the separate Schedule of Developer Advances, Interest and Repayments (see Pages 8 and 9), with the total Developer advances as well as total Developer advance repayments being carried forward to the Summary pages of the forecast. To the extent that bond proceeds are available for construction payments in any year, the Developer advance would be reduced accordingly. In addition, to the extent that there are surplus cash balances that can be applied towards reducing any Developer advance without creating future cash deficits, the Developer advances will be reduced accordingly.

In this forecast, the outstanding balance of Developer advances plus interest accrued on such balances are estimated to be paid back at an interest rate of 8.00%. In addition to the estimated bond proceeds available for Developer advance repayments, the District would repay Developer advances, to the extent possible, from surplus cash balances within the 20-year term available.

PARK 70 METROPOLITAN DISTRICT

(In the Formation Stage of Development)

SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES

August 28, 2003

NOTE 8) DEVELOPER CONTRIBUTIONS

Developer contributions may fund capital infrastructure costs as well as administrative costs in excess of the amount estimated to be repaid to the Developer from bond proceeds and other revenue available to the District. An estimated amount of Developer contributions of \$700,000 are shown in this forecast as being contributed to the District in 2006.

NOTE 9) INTEREST INCOME

The forecast includes interest earned on monies that are forecasted to be on deposit or invested by the District at the prior year-end at an interest rate of 2.00%.

NOTE 10) ADMINISTRATIVE DISBURSEMENTS

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting and audit, general engineering, insurance, banking, meeting expenses, and other administrative expenses. Administrative costs have been included in the forecast at \$25,000 beginning in 2003, \$50,000 in 2004 and are increased from the 2004 level by 2.00% per year through the term of the forecast.

PARK 70 METROPOLITAN DISTRICT
(In the Formation Stage of Development)

**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES**

August 28, 2003

NOTE 11) INFRASTRUCTURE IMPROVEMENTS

The estimated cost of the capital infrastructure improvements and organizational expenditures to be funded under this Plan is approximately \$12,214,285. The forecast assumes that the Developer will advance funds for all infrastructure costs, except those paid directly from bond proceeds as explained in Note 7, and be reimbursed from bond proceeds to the extent bonds can be issued, which may be less than the total eligible costs. The following table summarizes the total costs as estimated by an engineer, less the amount to be funded from bond proceeds and cumulative cash surpluses and the difference, which is anticipated to be funded from developer contributions as explained below:

➤ Total Infrastructure Cost Estimate	\$12,214,285
➤ Amount Estimated to be Reimbursed to the Developer through Bond Proceeds	(7,903,879)
➤ Amount Estimated to be Funded from Available Bond Proceeds	(3,092,834)
➤ Amount Estimated to be Funded from Developer Advances which will be Repaid to the Developer from Surplus Cash Balances	<u>(517,572)</u>
Amount Estimated to be Funded by the Developer as a Contribution	<u>\$ 700,000</u>

The Petitioners expect that the District will allow the Developer to: either advance funds to the District; or to actually construct the improvements under the District's supervision, for reimbursement by the District upon completion of the improvements to the extent bondable; or to contribute funds to the District. The reimbursement of the additional costs is subject to the District's authorized indebtedness and other revenue available to the District.

PARK 70 METROPOLITAN DISTRICT
(In the Formation Stage of Development)

**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
AND ACCOUNTING POLICIES**

August 28, 2003

NOTE 12) DEBT SERVICE

The District anticipates issuing general obligation bonds on June 1, 2004, in the amount of \$15,900,000. The proceeds of such debt will be used for issuance costs, to fund capitalized interest, to establish a debt service reserve fund, to directly fund capital infrastructure improvements and to reimburse the Developer for capital infrastructure improvements and organizational costs to the extent possible. The bonds are assumed to bear interest with an estimated rate of 6.00% for the 2004 Bonds, and will be paid over a 30-year period, with final payment on December 1, 2033.

Assumptions related to the debt principal amounts, interest rate, issuance costs, debt service reserve fund and related interest earned at 3.00%, capitalized interest and related earnings of 1.20%, and other related debt service costs for the proposed Series 2004 Bonds have been provided to Management by Kirkpatrick Pettis, the proposed underwriter of the proposed bond issue of the District.

EXHIBIT K

Intergovernmental Agreement between District and Aurora

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF AURORA, COLORADO

AND

PARK 70 METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2003, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("City") and **PARK 70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan dated _____, 2003, and approved by the City on _____, 2003 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

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

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

COVENANTS AND AGREEMENTS

1. Application of Local Laws. The District hereby acknowledges that the property within its boundaries shall be subject to the ordinances, rules and regulations of the City relating to zoning, subdividing, building, and land use.

2. Change in Boundaries. The District agrees that, other than as set forth in the Service Plan, inclusion of properties within, or any exclusion of properties from, its boundaries shall be subject to the prior approval of the Aurora City Council ("City Council") as evidenced by a resolution after a public hearing thereon; provided, however, that inclusion or exclusion of property shall not constitute a material modification of the Service Plan.

3. Refunding of Bonds. The District agrees that any refunding of outstanding bonds of the District that could shorten or extend the maturity of such bonds, or increase the total debt service thereon shall be subject to the prior approval of the City Council as evidenced by a resolution after a public hearing thereon. Notwithstanding the foregoing, such prior approval need not be obtained where the refunding or restructuring of outstanding debt of the District is being undertaken for the purpose of preventing or averting a default or terminating a condition of default on the bonds.

4. Ownership and Operation of Facilities. The parties agree that the District shall be permitted to undertake ownership and operation of those public facilities and services as set forth in Section IV of the Service Plan.

5. Consolidation. The District agrees that the consolidation of the District with any other special districts within the State of Colorado shall be subject to the prior approval of the City Council as evidenced by a resolution after a public hearing thereon.

6. Dissolution. The District agrees that it shall take all action necessary to dissolve pursuant to Title 32, Article 1, part 7, C.R.S., as amended from time to time, Chapter 122-31(10) of the City Code, and Colorado law, if it does not need to remain in existence to operate and maintain the facilities contemplated in the Service Plan.

7. Notice of Meetings. The District agrees that it shall submit a copy of the written notice of every regular or special meeting of the District's Board of Directors to the Office of the City Clerk, by mail, email, facsimile, or by hand, to be received at least three (3) days prior to such meeting.

8. Annual Report. The District shall be responsible for submitting an annual report to the City, by March 1 of each year, pursuant to the City Code containing the information set forth in Section VII of the Service Plan.

9. Public Art. The District shall provide and install such exterior works of art as may be administratively approved by the City, which works of art shall comply with applicable Aurora standards. The aggregate cost of such works of art shall be not less than one percent (1%) of the total principal amount of all bonds issued by the District to finance the construction of above-ground facilities and improvements. At such time as the District selects exterior works of art for installation, it shall submit plans, diagrams and/or descriptions of such art to the Aurora Library and Recreation Department for approval.

10. Regional Improvements. The District shall be responsible for participating in the costs of constructing, installing, and acquiring public regional infrastructure improvements identified in **Exhibit L** attached to the Service Plan that benefit the taxpayers of the District to the extent the District has the financial resources to provide funding for such construction.

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

12. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto and without amendment to the Service Plan.

13. Enforcement. The parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that by executing this Agreement each party commits itself to perform pursuant to the terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.

14. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the appropriate district court of the State of Colorado pursuant to the appropriate rules of civil procedures.

15. Intent of Agreement. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any ways the powers and responsibilities of the City, the District, or any other entity not a party hereto.

16. Effect of Invalidity. If any portion of this agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

17. Assignability. Other than as specifically provided for in this agreement, neither the City nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

18. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

PARK 70 METROPOLITAN DISTRICT

By: _____
President

ATTEST:

Secretary

CITY OF AURORA, COLORADO

By: _____
Mayor

ATTEST:

By: _____
Its _____

APPROVED AS TO FORM: _____

EXHIBIT L

Regional Improvement

Public Improvements:

1. Smith Road Right-of-Way Acquisition from Union Pacific Railroad
2. Smith Road Construction
3. Smith Way Realignment and Road Widening
4. Road A Construction
5. Gun Club Road Construction (north of Road A)
6. Work to Existing On and Off Ramps on I-70
7. Offsite Water Line Extension from 26th Avenue
8. Offsite Sewer Line Extension to a point 1,300 feet west of Piccadilly Road
9. Sewer Lift Station
10. First Creek Trail System

Future Public Improvements: (as defined in the Development Agreement dated May 19, 2003, between ProLogis and Aurora)

1. Extension of Gun Club over I-70 (1/2 share)
2. Gun Club Road Construction (south of Road A)