

SERVICE PLAN

FOR

RED LEAF METROPOLITAN DISTRICT NO. 2

[Financing District]

Prepared for

Red Leaf Metropolitan District No. 2

By

White and Associates Professional Corporation
8005 S. Chester, Suite 125
Englewood, CO 80112
303-858-1800

**AS FILED WITH THE CITY OF BROOMFIELD
ON AUGUST 9, 2001**

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	General Overview	1
1.	Multiple District Structure	1
2.	Benefits of Multiple District Structure.....	2
3.	Configuration of Districts.....	3
4.	Long-Term District Plan	3
5.	Existing Services and Districts.....	4
6.	Property Owner Associations.....	4
B.	General Financial Information and Assumptions.....	5
C.	Contents of Service Plan.....	6
D.	Modification of Service Plan	6
II.	NEED FOR NEW DISTRICTS AND GENERAL POWERS	6
A.	Need for Metropolitan Districts.....	6
B.	General Powers of Districts	7
1.	Sanitation	7
2.	Water	7
3.	Streets	7
4.	Traffic and Safety Controls	7
5.	Parks and Recreation.....	7
6.	Legal Powers	8
7.	Other	8
III.	DESCRIPTION OF FACILITIES AND IMPROVEMENTS.....	8
A.	General	9
B.	General Design Standards	9
1.	Wastewater System	9
2.	Storm Drainage	9
3.	Water System	10
4.	Street System and Traffic Safety.....	11
5.	Park and Recreation	11

LIST OF EXHIBITS

EXHIBIT A	Development Agreement
EXHIBIT B	Map - Boundaries of Financing District
EXHIBIT C	Development Projections
EXHIBIT D	Estimated Costs of Improvements
EXHIBIT E	Legal Description of Financing District
EXHIBIT F	Financing Plan

I. INTRODUCTION

A. General Overview. This service plan ("Service Plan") for Red Leaf Metropolitan District No. 2 constitutes a Service Plan for one of two special districts proposed for organization to serve the needs of a new community to be known as "Red Leaf" in the City of Broomfield ("Broomfield"). Red Leaf is generally located in the City of Broomfield between Lowell Boulevard on the east and West 136th Avenue on the north. Properties adjacent to the west and south are currently undeveloped and portions of such properties are owned or under contract for purchase by the City of Broomfield. Red Leaf consists of approximately 140 acres divided into several development areas planned for residential development, open lands and parks. Construction is scheduled over the next several years. Exhibit A contains a general "Development Plan" for the community. Exhibit C contains "Development Projections."

Considerable public infrastructure will be constructed to provide the required water, wastewater, streets, parks and recreation facilities and other improvements needed for the area. This Service Plan addresses the improvements which will be provided by Red Leaf Metropolitan District No. 2 and demonstrates how it will work in coordination with the second special district, as proposed in a Service Plan for Red Leaf Metropolitan District No. 1 filed concurrently herewith. The two districts will work together to serve Red Leaf and to provide the necessary public improvements.

All "Exhibits" referred to herein are attached to the end of this Service Plan.

1. Multiple District Structure. This Service Plan is submitted in accordance with Part 2 of the Special District Act (§32-1-201, et seq., C.R.S.). It defines the powers and authorities of, as well as the limitations and restrictions on Red Leaf Metropolitan District No. 2. This Service Plan further sets forth the general parameters for the working relationship between Red Leaf Metropolitan District No. 1 and Red Leaf Metropolitan District No. 2. Red Leaf Metropolitan District No. 1 shall be referred to in both Districts' service plans as the "Service District," and Red Leaf Metropolitan District No. 2 shall be referred to as the "Financing District." The Service District and the Financing District are sometimes collectively referred to as "the Districts."

The Service District will be responsible for managing the construction and operation of facilities and improvements needed for Red Leaf. The Financing District will be responsible for providing the funding and tax base needed to support the Financing Plan for capital improvements and for operations. The "Financing Plan" discussed throughout this Service Plan refers to a consolidated financial plan for the Districts which will be used for public improvements for Red Leaf.

Because of the interrelationship between the Districts, various agreements are expected to be executed by the Districts clarifying the respective responsibilities and the nature of the functions and services to be provided by each District. The agreements will be designed to help assure the orderly development of essential services and facilities resulting in a community which will be both an aesthetic and economic asset to Broomfield. As a consequence of the multiple district structure contemplated herein, and in the Service Plan for Red Leaf Metropolitan District No. 1, information provided within this Service Plan often concerns and relates to both the Service

District and the Financing District.

The establishment of Red Leaf Metropolitan District No. 1 as the Service District which will initially own and operate the public facilities throughout Red Leaf, and the establishment of Red Leaf Metropolitan District No. 2 as the Financing District which will generate the tax revenue sufficient to pay the costs of the capital improvements, will create several benefits for the inhabitants of the community and for Broomfield. In general, those benefits are: (a) coordinated administration of construction and operation of public improvements, and delivery of those improvements in a timely manner; (b) maintenance of reasonably uniform mill levies and reasonable tax burdens on all areas of Red Leaf through proper management of the financing and operation of public improvements; and (c) assurance that improvements required by Broomfield are constructed in a timely and cost effective manner. Each of these concepts is addressed in greater detail in the following paragraphs.

2. Benefits of Multiple District Structure.

a. Coordinated Services. As presently planned, development of Red Leaf will proceed in several phases, each of which will require the extension of public services and facilities. The multiple district structure will assure that the construction and operation of each phase of public facilities will be administered consistent with a long-term construction and operations program. Use of the Service District as the entity responsible for construction of each phase of improvements and for management of interim operations of the improvements will facilitate a well-planned financing effort through all phases of construction and will assist in assuring coordinated extension of services.

The multiple district structure will also help assure that facilities and services needed for future build-out of Red Leaf will be provided when they are needed, and not sooner. Absent an appropriate mechanism to assure timely completion of future improvements, Red Leaf LLC, the developer or a successor developer entity (the "Developer") might be influenced to cause improvements to be completed well before they are needed simply to assure that they can be provided with tax exempt financing. Appropriate development agreements between the Service District and the Developer will allow the postponement of financing for improvements which are not needed until well into the future, thereby helping residents avoid the long term carrying costs associated with financing improvements too early. This, in turn, allows the full costs of public improvements to be allocated over the full build-out of Red Leaf and helps avoid disproportionate cost burdens being imposed on the early phases of development.

b. Uniform Mill Levy. Allocation of the responsibility for paying debt for capital improvements will be managed through development of a unified financing plan for those improvements and through development of an integrated operating plan for any long-term operations and maintenance that may be required of the Districts. Use of the Service District to manage these functions will help assure that no area within Red Leaf becomes obligated for more than its share of the costs of capital improvements and operations. Low density areas will not bear a disproportionate burden of debt and operating costs, nor will high valued areas bear disproportionate burdens. Intergovernmental agreements between the Districts will assure that mill levies remain reasonably uniform throughout Red Leaf.

c. Bond Interest Rates. The use of the Service District and the Financing District in tandem to issue bonds to provide for the cost of infrastructure in Red Leaf will allow for the issuance of bonds at competitive interest rates. The use of a multiple district structure allows the Service District to coordinate the timing and issuance of bonds in such a way as to assure that improvements required by Broomfield are constructed in conformance with the time requirements, and in the manner, desired by Broomfield, the schedule for which is set forth in the Development Agreement as approved by the Broomfield City Council on July 24, 2001, and as amended from time to time, ("Development Agreement") at Exhibit A. The combination of appropriate management and control of the timing of financing, and the ability of the Districts to obtain attractive interest rates, will benefit residents. Consequently, the multiple district structure is less risky and will allow bonds to be issued to finance public improvements at lower rates than if a single special district is organized.

3. Configuration of Districts. In order to implement the multiple district structure, the boundaries of the Service District and the Financing District need to be carefully configured. A map showing the boundaries of the Financing District is provided in Exhibit B. The Financing District will contain approximately 134.6 acres. The combined acreage and boundaries of the Financing District and the Service District (as set forth in the Service Plan for Red Leaf Metropolitan District No. 1) covers all acreage within the Red Leaf development. A legal description of the property within the boundaries of the Financing District is attached to this Service Plan as Exhibit E.

The "service area" (the area legally permitted to be served) for the Financing District will consist of the entire area of the Red Leaf community, including the property within the Service District's boundaries, as described within the Service Plan for Red Leaf Metropolitan District No. 1. The Service District will have power to impose taxes only within its legal boundaries, but will be permitted to provide public services to the entire community as well as to property or individuals outside of Red Leaf. It is currently anticipated that at build-out the Financing District will include primarily residential properties.

It is possible that additional property may be included in the Financing District. Under Colorado law, the fee owner or owners of one hundred percent (100%) of any property proposed for inclusion may petition the board of directors of the Financing District for inclusion, or annexation, of property into the Financing District. Additionally, less than one hundred percent (100%) of the owners of an area may petition the Financing District for inclusion, or the boards may adopt a resolution calling for an election on inclusion of the property. The board of directors will have discretion to permit inclusions without amending this Service Plan. Inclusions on and after November 15, 2001 shall be subject to the provisions of § 32-1-401(4), C.R.S., as amended.

4. Long-Term District Plan. After all bonds or other debt instruments have been issued by the Financing District and adequate provision has been made for payment of all debt of the District and for operation of all of the Service District facilities not conveyed to Broomfield or otherwise provided for through a Broomfield contract for services with a property owners' association. The electorate of the Service District and Financing District, respectively, will have the opportunity to consider either the consolidation of the Service District and the Financing District

into a single entity, or the dissolution of the Service District pursuant to a City IGA between the Districts and the City, as further described in Section V (B) in accordance with state law. The Service District may also consider transfer of any continued responsibility for maintenance and operations of recreational facilities to the property owners' association. The Service District will consider consolidation and/or dissolution at the time at which both the Service District and the Financing Districts' debt has been paid and adequate provision has been made for operation of all of the Service District facilities that have not been conveyed to Broomfield or assumed by a property owners' association. Ultimately, control of these decisions will rest with the electorate in each District.

5. Existing Services and Districts. Other than Broomfield and the Service District, there are currently no other entities in existence in the Red Leaf area which have the ability to undertake the design, financing and construction of the improvements designated herein which are needed for the community. It is also the Developer's understanding that Broomfield does not consider it feasible or practicable for Broomfield to provide the necessary facilities for Red Leaf, as further described herein, other than police and other emergency services, landscaping and maintenance of the collector streets and snow removal. Consequently, use of the Service District and the Financing District is deemed necessary for the provision of public improvements in Red Leaf.

In order to minimize the proliferation of new governmental structures and personnel, the Service District intends to utilize existing entities, including property owners' associations, as much as possible for operations and maintenance of public improvements. Although the Districts may retain limited operational and maintenance responsibilities for certain park and recreation facilities (including pocket parks, a recreation center and landscaped common areas), as a general matter, operations and maintenance of water, wastewater, storm drainage, street and traffic safety and associated landscaping, and park and recreation improvements will be the responsibility of Broomfield or a property owners' association after such completed improvements are conveyed to such entities by the Service District. The timing for conveyance of improvements to Broomfield will be developed by mutual agreement between the Service District and Broomfield as generally described above and in Section V hereof pursuant to an Intergovernmental Agreement between Broomfield and the Districts (the "City IGA").

To further avoid duplication of services and proliferation of governmental entities, it is possible that other key operations and maintenance services may be provided by other entities, such as a swimming pool or recreational facility operator, through appropriate agreements with the Service District. Consequently, while the Service District and the Financing District will exist to finance capital improvements and coordinate the provision of services, they are expected to utilize existing entities as much as possible and may ultimately contract for or transfer responsibility for such operations and maintenance to a property owners association.

6. Property Owner Associations. Certain services will be provided within Red Leaf by one or more property owner associations expected to be organized as Colorado non-profit, private membership organizations comprised of all property owners in Red Leaf. The associations are expected to provide architectural control services, community organizations, community events and activities, community marketing, security, and other programs that may be beyond the scope of

the Districts. The District may retain ownership of the common areas and recreational areas until discharge of all associated general obligation indebtedness and thereafter such facilities may be conveyed to the property owners' association. In the interim, it is anticipated that the Districts will contract with a property owners' association for the continued operation and maintenance of such facilities.

B. General Financial Information and Assumptions. The projected population of Red Leaf at full build-out is 1,386 persons and the projected total valuation is approximately \$176,328,000, with an assessed valuation of approximately \$17,174,000. Population within the Financing District is anticipated to be 1,386. The 2000 certified assessed valuation of all taxable property within the boundaries of Red Leaf was approximately \$124,350. The initial assessed valuation of property within the Financing District is expected to be approximately \$100.

The anticipated cost of improvements necessary to provide access to and appropriate services within Red Leaf are substantial and are estimated in Exhibit D. The Districts may obtain financing for the capital improvements needed for Red Leaf through the issuance of limited tax general obligation bonds or other debt instruments issued by the Financing District. General obligation debt will be payable from revenues derived from ad valorem property taxes and from other legally available sources. The Financing District will issue limited tax general obligation bonds after determination that the assessed valuation is sufficient to pay debt service with reasonable mill levies, thereby reducing risk to property owners. The financial forecasts for the Districts are contained in Exhibit F to this Service Plan. The Financing Plan demonstrates one method that might be used by the Districts to finance the cost of infrastructure. At the time bonds or other debt instruments are proposed to be issued, alternative financing plans may be employed and be utilized by the Districts.

Due to the credit enhancement and other support expected to be received from the Developer, the Financing Plan demonstrates that the cost of infrastructure described herein can be provided with reasonable mill levies. The figures contained herein depicting costs of infrastructure and operations will not constitute legal limits on the financial powers of the Districts; provided, however, that the Districts shall not be permitted to issue bonds which are not in compliance with the bond registration and issuance requirements of Colorado law.

The financial structure contemplated in the Financing Plan demonstrates that the risks associated with development of Red Leaf will be borne initially by the Developer of the project. Due to the nature of liabilities associated with issuance of revenue bonds, the entire risk of development will rest with the Developers until such time as the Financing District has the ability to issue general obligation debt. At such time as general obligation debt is issued, the responsibility for payment of the costs of infrastructure needed for Red Leaf will be shifted, incrementally, to the Financing District. General obligation debt issued by the Financing District will limit the responsibility for repayment of such debt to the Financing District. In this manner, Broomfield is assured that the risks of development and the responsibility for repayment of debt issued for Red Leaf will be borne solely by the residents and property owners of Red Leaf, and will never become the responsibility, in any degree, of Broomfield.

Additionally, Broomfield can be assured that there are now legal and financial controls on special district indebtedness which operate to limit indebtedness that Red Leaf's residents can expect to pay. Generally, under current state law provisions, a special district cannot incur valid indebtedness payable from property tax revenues in excess of fifty percent (50%) of its valuation for assessment unless such indebtedness is rated or insured, or unless the mill levy from which it is payable is limited. In addition, state securities laws do not provide exemption from registration for special district indebtedness not meeting such minimum requirements. Finally, the current public market for municipal securities is extremely cautious with respect to special district indebtedness in Colorado and expects relatively low debt-to-assessed ratios. The Financing District expects to issue general obligation debt, with a mill levy imposed for debt service requirements at a level of approximately thirty (30) mills.

C. Contents of Service Plan. This Service Plan consists of a financial analysis and preliminary engineering plan showing how the facilities and services for Red Leaf can be provided and financed by the Districts working in tandem. Numerous items are included in this Service Plan in order to satisfy the requirements of law for formation of special districts.

The assumptions contained within this Service Plan were derived from a variety of sources. Information regarding the present status of property within the Districts, as well as the current status and projected future level of similar services were obtained from the Developer. Construction cost estimates were assembled by Bellock Construction Company which has experience in the costing and construction of similar facilities. Legal advice in the preparation of this Service Plan was provided by the attorneys of White and Associates Professional Corporation, which represents numerous special districts. Financial advice in the preparation of the Service Plan was provided by Community Development Group.

D. Modification of Service Plan. This Service Plan has been designed with sufficient flexibility to enable the Financing District to provide required services and facilities for Red Leaf under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of current zoning for the property within Red Leaf, the cost estimates and Financing Plan are sufficiently flexible to enable the Districts to provide necessary services and facilities without the need to amend this Service Plan as zoning changes. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current zoning for the property.

II. NEED FOR NEW DISTRICTS AND GENERAL POWERS

A. Need for Metropolitan Districts. The property in Red Leaf is currently undeveloped. No other entities exist which will finance the construction of the facilities needed for Red Leaf. Operations and maintenance of wastewater, storm drainage, street and traffic safety and associated landscaping, and park and recreation improvements will initially be provided by the Districts, the majority of which shall later be assumed by Broomfield pursuant to the City IGA as further described herein. The Districts shall retain responsibility for operations and maintenance of certain park and recreation facilities. The intergovernmental agreements referred to in Section V hereof

will further address and define the activities to be undertaken by various entities with regard to public improvements.

B. General Powers of Districts. The Financing District will have power and authority to provide the services and facilities described in this Section both within and outside its boundaries, in accordance with law. The powers and authorities of the Service District and the Financing District will be allocated and further refined in a Master Intergovernmental Agreement between the Districts (the "Master IGA"), the general form of which is described in Section V(A), which may be voted upon and approved by their respective electorates. For purposes of the Special District Control Act, the Master IGA shall not constitute an amendment of this Service Plan. It will, however, constitute a binding agreement between the Districts regarding implementation of the powers contained in this Service Plan.

The Financing District shall have authority to provide the following services and facilities, all of which shall be in conformance with Broomfield's standards and specifications:

1. Sanitation. The design, acquisition, installation, construction, operation and maintenance of sanitary sewer lines and all necessary or proper equipment and appurtenances incident thereto, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facility or system.

2. Water. The design, acquisition, installation and construction of a complete water and irrigation water system, including but not limited to transmission and distribution systems for domestic and other public or private purposes, together with all necessary and proper facilities, equipment and appurtenances incident thereto which may include, but shall not be limited to, transmission lines, distribution mains and laterals, land and easements, together with extensions of and improvements to said systems.

3. Streets. The design, acquisition, installation, construction, operation, and maintenance of arterial street and roadway improvements, including but not limited to curbs, gutters, culverts, storm sewers and other drainage facilities, detention ponds, retaining walls and appurtenances, as well as sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, undergrounding of public utilities, snow removal equipment, or tunnels and other street improvements, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

4. Traffic and Safety Controls. The design, acquisition, installation, construction, operation and maintenance of traffic and safety protection facilities and services through traffic and safety controls and devices on arterial streets and highways, as well as other facilities and improvements including but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance, and driver information signs, together with all necessary, incidental, and appurtenant facilities, land easements, together with extensions of and improvements to said facilities.

5. Parks and Recreation. The design, acquisition, installation, construction, operation and maintenance of public park and recreation facilities or programs including, but not

limited to, grading, soil preparation, sprinkler systems, playgrounds, playfields, bike and hiking trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping and weed control, outdoor lighting of all types, community events, a recreation center and other facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

6. Legal Powers. The powers of the Financing District will be exercised by its Boards of Directors to provide the services contemplated in this Service Plan. The foregoing improvements and services, along with all other activities permitted by law, will be undertaken in accordance with, and pursuant to, the procedures and conditions contained in the Special District Act, other applicable statutes, and this Service Plan, as any or all of the same may be amended from time to time.

7. Other. In addition to the powers enumerated above, the Board of Directors of the Service District shall also have the following authority:

a. To amend this Service Plan as needed, subject to the appropriate statutory procedures and as permitted under the City IGA, by written notice to Broomfield pursuant to § 32-1-207, C.R.S., of actions which the Financing District believes are permitted by this Service Plan but which may be unclear. In the event Broomfield elects not to seek to enjoin any such activities under said statute, such election shall constitute agreement by Broomfield that such activities are within the scope of this Service Plan. The Financing District shall have the right to amend this Service Plan independent of participation of the Service District; provided, however, that the Financing District shall not be permitted to amend those portions of this Service Plan which affect, impair, or impinge upon the rights or powers of the Service District without the Service District's consent; and

b. Subject to the Development Agreement and the City IGA, to forego, reschedule, or restructure the financing and construction of certain improvements and facilities, in order to better accommodate the pace of growth, resource availability, and potential inclusions of property within the Districts, or if the development of the improvements and facilities would best be performed by another entity; and

c. To provide all such additional services and exercise all such powers as are expressly or impliedly granted by Colorado law, and which the Financing District is required to provide or exercise or, in its discretion, chooses to provide or exercise; and

d. To exercise all necessary and implied powers under Title 32, C.R.S. in the reasonable discretion of the Board of Directors of the Financing District.

III. DESCRIPTION OF FACILITIES AND IMPROVEMENTS

The Financing District will be permitted to exercise its statutory powers and authority set forth herein to finance, construct, acquire, operate and maintain the public facilities and improvements described in Section II of this Service Plan either directly or by contract. Where

appropriate, the Financing District will contract with various public and/or private entities to undertake such functions, including a Master Intergovernmental Agreement with the Financing District and an Intergovernmental Agreement with Broomfield, both as further described in Section V.

Detailed information for each type of improvements needed for Red Leaf is set forth in the following pages. It is important to note that the information contained in this Section is conceptual and preliminary in nature only, and that modifications to the type, configuration, and location of improvements will be necessary as development proceeds. All facilities will be designed in such a way as to assure that the facility and service standards will be compatible with those of Broomfield and of other municipalities and special districts which may be affected thereby.

The following sections contain general descriptions of the contemplated facilities and improvements, which are expected to be funded by the Financial District and constructed by the Service District.

A. General. Construction of all planned facilities and improvements will be scheduled to allow for proper sizing and phasing to keep pace with the need for service. All descriptions of the specific facilities and improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, Broomfield's requirements, and construction scheduling may require.

B. General Design Standards. Improvements within the Districts will be designed and installed by the Service District in conformance with current standards adopted by the Service District and Broomfield. Designs and contract documents prepared for improvements must be reviewed and approved by the Service District and must be in accordance with Broomfield's applicable standards and specifications. Again, the IGA described in Section V hereof describes the procedures that will be followed to assure compliance with the requirements of this Service Plan.

1. Wastewater System. The Service District will be constructing improvements to the North Outfall sewer line. The wastewater system will connect to Broomfield's sanitary sewer system in a manner consistent with Broomfield's Sanitary Sewer Master Plan applicable to Red Leaf. The sanitary sewer lines will be designed and installed to conform to the current standards and recommendations of the Colorado Department of Health, Broomfield's standards and specifications, Rules and Regulations adopted by the Districts and sound engineering judgment. The Development Plan for the proposed sanitary sewer lines is described in Exhibit A.

All major elements of the sanitary sewer lines required for proper operation will be designed, and installed by the Service District.

2. Storm Drainage.

a. Generally. The Service District plans to install the necessary storm drainage system to serve Red Leaf. The proposed elements of the storm drainage system will provide a network of culverts, and curb and gutter designed and installed in accordance with applicable regulatory standards and sound engineering judgment. The Service District will design

and install all storm drainage improvements except for specific improvements within individual development parcels that will be designed and installed by individual developers.

All major storm drainage facilities will be designed to conform to the standards and recommendations for drainage improvements pursuant to Broomfield design criteria, including the intent of the current Urban Drainage and Flood Control District Master Plan requirements and the Rules and Regulations of the Districts. The Development Plan for the proposed storm drainage system within the project is more specifically described in Exhibit A.

b. Culverts. Culverts will be installed under all roadways that intersect storm drainage channels. Culverts will be designed to pass flows as required and may include headwalls, wing walls, inlet structures, and riprap protection to enhance their hydraulic capacity and reduce bank or channel erosion.

An overall drainage plan will be developed that will identify the major facilities necessary to convey the storm runoff from Red Leaf. This plan will include all infrastructure required to convey the flows generated within Red Leaf. This plan must maintain the flexibility to modify the major drainage facilities as more detailed information is generated during the design of the individual phases. The overall drainage plan will include the utilization of storm sewers, drainage channels, streets, gutters, and culverts. To limit the cost of the drainage infrastructure, an optimization study will be completed to ensure that the most cost-effective solution is identified.

3. Water System. The water system will consist of a water distribution system consisting of buried water mains, fire hydrants, and related appurtenances located predominately within the District's boundaries.

The proposed domestic potable water distribution system is expected to include pressurized water mains with multiple pressure zones. Water system components will be installed in accordance with the applicable standards of all entities with jurisdiction over the District including Broomfield. The Drinking Water Design Criteria of the Colorado Department of Health will also be followed where applicable. The water system will also be designed based on Broomfield fire protection requirements.

The individual water system components will be sized based upon the projected potable, irrigation and fire flow requirements of Red Leaf.

a. Water Distribution System. The water distribution system will be dedicated to Broomfield. The system is expected to include main distribution and transmission lines and related appurtenances. The mains will provide for normal and peak water demands of the project as well as the delivery of fire protection water. The Development Plan for the proposed water system is described in Exhibit A.

4. Street System and Traffic Safety.

a. General. The Service District proposes to construct an arterial street system to serve all of Red Leaf. The existing and proposed elements of the street system will provide a network of major arterial streets to serve the flow of traffic within and surrounding the Districts. The Service District shall be responsible for constructing improvements to Lowell and to 136th Avenue. All facilities will be designed and installed in accordance with applicable regulatory standards and sound engineering judgment. The Development Plan for the proposed street system is more specifically described in Exhibit A.

b. Streets. Public streets will be designed and installed to conform to the standards and recommendations of the American Association of State Highway and Transportation Officials, the Colorado Department of Highways (where applicable), Broomfield's standards and specifications and the Rules and Regulations adopted by the Districts. The rights-of-way for and the widths of streets within Red Leaf shall be as set forth in the Development Agreement, Exhibit A, and in specific Site Development Plans for specific areas within Red Leaf PUD Plan as approved by Broomfield City Council.

Traffic controls and signage will be provided along streets to enhance the flow of traffic within Red Leaf. Streetlights will be installed by the Service District along collector roadways. Lighting of local roadways will be the responsibility of the individual developers of the residential parcels.

c. Landscaping. Landscaping may be installed by the Service District along the roadway rights-of-way and trail easements. The Service District also intends to install and maintain landscaped highlights along the internal streets and entry features at major entrances. Additional features may be installed and maintained by the developers of the individual parcels.

d. Signals and Signage. Signals and signage will be installed by the Service District as required by traffic studies, the Service District's Rules and Regulations, and by Broomfield.

5. Park and Recreation. All park and recreational facilities and/or services will be constructed in accordance with plans and specifications approved by Broomfield as set forth in Exhibit A. All park and recreational facilities will be constructed in accordance with engineering and design requirements appropriate for the surrounding terrain, and shall be compatible with Broomfield's standards or the standards of other local public entities, as appropriate.

C. Estimated Cost of Facilities. The estimated cost of the facilities to be constructed, installed and/or acquired by the Service District are \$4,918,474 and a more detailed description of the improvements and their anticipated costs is shown in Exhibit D.

IV. DEVELOPMENT PROJECTIONS

Land use within the project will be residential and commercial. See Exhibit C, "Development Projections" for proposed land classifications and densities.

V. PROPOSED AND EXISTING AGREEMENTS

A. Master Intergovernmental Agreement. As noted in this Service Plan, the relationship between the Service District and the Financing District, including the means for approving, financing, constructing, and operating the public services and improvements needed to serve Red Leaf will be established by means of a Master IGA to be executed by the Districts. A final version of the Master IGA shall be submitted to Broomfield after the election on the formation of the Financing District.

The Master IGA will establish extensive procedures and standards for the payment of the capital costs of the improvements, the payment of operation and maintenance expenses by the Districts, the payment of the administrative expenses of the Districts by the Financing District and the construction, acquisition, operation and maintenance of the improvements and the administration of the affairs of the Districts by the Service District.

Generally, the Financing District will agree to pay to the Service District a designated not-to-exceed amount with respect to the capital costs of designing, acquiring and constructing the improvements ("Capital Costs"). The Financing District may exercise an option to pay such amount in designated minimum annual installments through a date certain. Amounts paid by the Financing District for Capital Costs will be deposited in a construction account to be administered by the Service District that shall be used by the Service District only to pay Capital Costs. The Financing District will pay to the Service District the amounts set forth in each year's budget for Capital Costs if the Financing District is in agreement therewith. If the Financing District and the Service District disagree as to the amount of the Capital Costs in any annual budget, the Financing District's obligation will be limited to the minimum payment referred to above for that year as specified in the Master IGA. Additionally, the Financing District will only be obligated to pay Capital Costs in any year in an amount equal to the greater of fifty percent (50%) of the assessed value of taxable property within its boundaries or an amount that, if funded through the issuance of general obligation bonds would not result in the amount of general obligation debt outstanding exceeding a maximum authorized voted amount (subject to certain agreements provided within the Master IGA). The Financing District may in any year unilaterally decide to pay more than the above-described minimum amounts. Also, if the budgeted amount of Capital Costs is insufficient to cover the actual amount thereof, the Financing District must fund the shortfall subject to the above limitations.

The Service District shall be responsible under the Master IGA for contracting for and supervising the acquisition and construction of the improvements, including the preparation of plans and specifications therefor and asserting any claims against contractors. Upon completion of the improvements, the Service District shall be the owner of improvements not already dedicated to and owned by Broomfield, and shall be responsible for their operation and maintenance until the time at which they are accepted by Broomfield.

Under the Master IGA, the Financing District shall pay the Service District for its services for operating and maintaining the improvements and administering the affairs of the Districts ("Service Costs"). The Financing District shall pay the Service District the amount set forth in the annual budget thereof; provided that the aggregate amount thereof payable during the term of the Master IGA is limited to a maximum authorized voted amount (subject to certain adjustments provided within the Master IGA). Such amounts shall be paid into a service account administered by the Service District and used to pay the costs of operating and maintaining the improvements and administering the Districts. The Financing District will pay to the Service District the amounts set forth in each year's budget for Service Costs if the District is in agreement therewith. If the Financing District and the Service District disagree as to the amount of the Service Costs in any annual budget, the Financing District must pay the amount set forth in the budget so long as such amount does not exceed the amount equal to forty-nine (49) mills times the assessed value of taxable property in the Financing District. If the budgeted amount of Service Costs is insufficient to cover the actual amount thereof, the Financing District must fund the shortfall subject to the above limitation.

The Service District shall be responsible under the Master IGA for management, record-keeping and financial planning services of the Financing District as well as operating or providing operators for the improvements and for maintenance of the improvements. The Financing District is responsible for payment of any major repairs or replacement of the improvements. The obligations of the Districts set forth in the Master IGA shall not count against any bonded debt limitation or restriction of the Districts.

The Master IGA may be terminated by the parties upon one years notice; provided that (i) prior to termination, the Financing District shall have made all remaining payments into the construction and service accounts and (ii) the Service District shall transfer its interest in the improvements to the Financing District or to Broomfield.

B. Intergovernmental Agreement with Broomfield. Subsequent to its organization, the Financing District shall enter into an IGA with Broomfield which shall generally provide that: (1) other than as set forth in this Service Plan, 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, as provided for under Colorado law if and in the event it does not need to remain in existence to operate and maintain facilities contemplated under this Service Plan; (2) the Financing District shall not publish, without written consent of Broomfield, a notice under 32-1-207(3), C.R.S. of its intent to undertake construction of any facility, the issuance of bonds or other financial obligation, the levy of taxes, the imposition of rates, fees, tolls and charges, or any other proposed activity of the Financing District which requires that any action to enjoin such activity as a material departure from the Service Plan be brought within forty-five (45) days of such notice; (3) that as a consequence of its organization, the Financing District shall specifically assume certain development obligations of the Developer as set forth in the Development Agreement; and, (4) Broomfield shall have the right to review the terms of the Financing District's general obligation bond financings to ensure that they are in compliance with the provisions of this Service Plan.

C. Other Agreements/Authority. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the improvements and services and effective management. Agreements may also be executed with property owner associations and other service providers. All such agreements are authorized to be provided by each, pursuant to Colorado Constitution, Article XIV, Section 18 (2)(a) and Sections 29-1-201, et seq., Colorado Revised Statutes.

VI. OPERATION AND MAINTENANCE COSTS

Estimated costs for operation and maintenance functions are presented in the Financing Plan at Exhibit F and are forecasted at approximately \$35,000 per year at build-out. Such costs are anticipated to be primarily administrative in nature, including accounting, audit, legal expenses and other costs associated with statutory compliance with Title 32 annual filings. These costs will be paid from a mill levy of approximately 2.3 mills. Subsequent to the dissolution of the Districts, as is contemplated in Section I(4) and pursuant to the Intergovernmental Agreement with Broomfield, it is not anticipated that the Districts will have significant administrative expenditures. Consequently, no further operational mill levy shall be imposed without the prior written consent of Broomfield, which must be granted prior to final dissolution of the Districts and as part of the plan of dissolution.

VII. FINANCIAL PLAN

Attached to this Service Plan as Exhibit F is a Financing Plan which shows how the proposed services and facilities may be financed and operated by the Districts. The Financing Plan includes the proposed operating revenue derived from ad valorem property taxes for each applicable year, including the first budget year, to be used by the Service District. The Master IGA is expected to provide that the obligation of the Financing District to pay the Service District for operating expenses, incurred for provision of services to property within the Financing District shall constitute "debt" of the Financing District. Accordingly, mill levies certified to make necessary payments to the Service District will be characterized as debt service mill levies notwithstanding that they are imposed to pay contractual obligations for operations and maintenance services provided by the Service District. The Service District anticipates borrowing its initial operating funds from private entities until such time as it is able to generate operating revenues from the Financing District.

The Financing Plan identifies the proposed debt issuance schedules of the Service District and the Financing District and shows the manner in which the financial operations of the Districts will be coordinated. It is currently anticipated that approximately \$6,050,000 in general obligation bonds will be issued by the Financing District, as further detailed in the Financing Plan. All bonds issued by the Financing District will be payable from general ad valorem taxes to be imposed upon all taxable property within the Financing which shall not initially exceed 35 mills, exclusive of ad valorem taxes required pursuant to the Master IGA referred to in Section V(A), hereof and subject to adjustment as set forth below (the "Debt Service Mill Levy Cap"). The Debt Service 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. In these events, the Debt Service

Mill Levy Cap shall be automatically adjusted so that the tax liability of individual property owners neither increases nor decreases as a result of any such changes thereby maintaining a constant level of tax receipts of the Financing District and overall tax payments from property owners.

The Districts shall be entitled to modify the proposed structure of the Financing Plan, subject to notice to Broomfield made pursuant to § 32-1-202(2)(b), C.R.S., by causing the Service District to obtain funding directly from the Developer, its lender, or assigns of Developer, provided that all such borrowing shall comply with the requirements of state law. Districts shall have the ability to utilize excess debt capacity which may be developed within Districts if the assumptions contained in the Financing Plan are more conservative than what actually develops within Red Leaf.

All dollars are stated in 2001, uninflated dollars. Upon approval of this Service Plan, the Districts will continue to develop and refine cost estimates contained herein and prepare for bond issuances. All cost estimates will be inflated to current dollars at the time of bond issuance and construction. Engineering and other contingencies, as well as capitalized interest and other costs of financing may be added. All construction cost estimates assume construction to applicable local, state or federal requirements.

The total estimated costs of improvements are \$4,918,474 as further set forth in Exhibit D, which shall be increased by a ten percent (10%) contingency factor, issuance costs and other similar costs and annually by the Boulder CPI index. The Financing District shall have the authority to issue general obligation bonds in the amount of \$7,500,000 without the need to seek approval of any modification of this Service Plan. The Districts shall also be permitted to seek debt authorization from their electorates in excess of this amount to account for contingencies. Reasonable modifications of public facilities and cost estimates shall be permitted. The Financing District will be seeking initial voter approval for general obligation debt issuance for construction of the improvements (exclusive of contractual debt and refunding authorization) in the approximate amount of \$8,600,000. Despite the amount of voted authorization, the above Service Plan debt limit shall serve as the ultimate cap for the general obligation debt the Districts may incur. TABOR requirements necessitate that voted debt be in amounts sufficient to allow the District flexibility to fund all public improvements contemplated herein. Final determination of the amount of debt for which approval will be sought from each District's electorate from time to time will be made by the Board of Directors of each District based on then-current estimates of construction costs, issuance costs, and contingencies. The District shall provide the final form of the ballot questions to Broomfield prior to certification of the same. Authorization to issue bonds and enter into various agreements described herein will be sought from each District's electorate pursuant to the terms of the Special District Act, and the Colorado Constitution, as amended from time to time. Service Plan debt authorization above \$7,500,000 shall be subject to review by Broomfield as a material modification of this Service Plan.

In addition to ad valorem property taxes, and in order to offset the expenses of the anticipated construction and the Service District operations and maintenance costs, the Districts may 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 § 32-1-1001(1), C.R.S., as amended. The Financing Plans assume various sources of revenue, including ad valorem property taxes,

specific ownership taxes, taxes and development fees, all together with interest earnings on retained amounts. Additionally, the District may receive certain revenues from reimbursement payments for the construction of public facilities as more fully described within Exhibit A.

The Financing Plan does not project any significant accumulation of fund balances that might represent receipt of revenues in excess of expenditures under the TABOR Amendment. The operations of the Service District may, under certain circumstances, qualify as "enterprises" under the TABOR Amendment. If its operations do not qualify as enterprises under TABOR, revenues from all sources that exceed the permitted level of expenditures in a given year will be refunded to taxpayers, unless a vote approving the retention of such revenues is obtained. To the extent annual District revenues exceed expenditures in this manner, the Districts will comply with the provisions of TABOR and either refund the excess or obtain voter approval to retain such amounts.

The estimated costs of the facilities and improvements to be constructed and installed by the Districts, including the costs of acquisition of land, and engineering services, legal services, administrative services, initial proposed indebtedness, and other major expenses related to the facilities and improvements to be constructed and installed, are set forth in Exhibit D of this Service Plan, and are not initially expected to exceed \$4,918,474. Organizational costs, estimated to be approximately \$60,000, as well as capital expenditures required for public infrastructure prior to the formation of the Districts will be reimbursed to the Developer by the Districts out of their initial revenue sources including bond issue proceeds.

The maximum voted interest rate for bonds will be eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). It is estimated that the general obligation bonds, when issued, will mature not more than forty (40) years from date of issuance.

In the discretion of the Board of Directors, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of its Board of Directors.

The Financing Plans demonstrate that each District will have the financial capability to discharge the proposed indebtedness with reasonable mill levies assuming reasonable increases in assessed valuation and assuming the rate of build-out estimated in the Financing Plan.

VIII. OTHER REQUIREMENTS

The Financing District shall be subject to the following additional requirements:

A. Submission of annual reports as described in § 32-1-207(3), C.R.S., in the form prescribed by Broomfield.

B. Material modifications of this Service Plan, except as contemplated herein, shall be subject to approval by Broomfield in accordance with the provisions of § 32-1-207, C.R.S. and pursuant to the City IGA.

IX. CONCLUSIONS

It is submitted that this Service Plan for Red Leaf Metropolitan District No. 2 as required by § 32-1-203(2), C.R.S., has established that:

(a) There is sufficient existing and projected need for organized service in the area to be served by the District;

(b) The existing service in the area to be served by the District is inadequate for present and projected needs; and

(c) The District is capable of providing economical and sufficient service to the area within its boundaries;

(d) The area included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Therefore, it is requested that the City Council of Broomfield, Colorado, which has jurisdiction to approve this Service Plan by virtue of §32-1-204.5, C.R.S., et seq., as amended, adopt a resolution which approves this "Service Plan for Red Leaf Metropolitan District No. 2," as submitted.

Respectfully submitted,

By 

Kristen D. Bear

Gary R. White

White and Associates Professional Corporation
Counsel to Proponents of the Districts

EXHIBIT A
Development Agreement

AGREEMENT
REGARDING THE RED LEAF PUD

PARTIES

The parties to this Agreement are the City of Broomfield, a Colorado municipal corporation, hereinafter referred to as the "City," Red Leaf Development Company, Inc, a Colorado limited liability company, hereinafter referred to as the "Developer," and Northwest Quadrant Investment Company, LP, a limited partnership, hereinafter referred to as the "Landowner."

RECITALS

Developer is the contract purchaser of the real property described in Exhibit A and hereinafter referred to as the "Property."

Developer desires to develop the Property as a master planned community with a variety of housing styles and prices.

Developer has prepared a proposed Planned Unit Development Plan ("PUD") for the Property, titled "Red Leaf," which includes approximately 493 residential units. A copy of said proposed PUD Plan is attached hereto as Exhibit B and is hereinafter referred to as the "Red Leaf PUD" or as the "Red Leaf Development."

Developer has prepared a proposed Site Development Plan ("SDP") for the Property. A copy of said proposed SDP is attached hereto as Exhibit C and is hereinafter referred to as the "Red Leaf SDP."

Developer plans to develop the aforesaid residential units over a six-year period.

Developer is concurrently processing for the City's review and approval this Agreement and the proposed Red Leaf PUD and Red Leaf SDP.

THE AGREEMENT

In consideration of the mutual covenants and promises of the parties contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 PUBLIC LAND PROVISIONS

1.1 Developer's Responsibilities. The Developer shall improve and shall pay all costs for the improvements of the areas identified below and shall make such improvements in accordance

Red Leaf PUD Agreement
August 3, 2001

with the City's Standards and Specifications and approved Site Development Plans, as applicable.

1.2 Neighborhood Parks. The Developer shall improve all of the Neighborhood Parks shown as Outlots F, K, L, and S on Exhibit B. Said improvements shall be completed concurrently with development and home construction in adjacent areas within the Red Leaf Development.

1.2.1 Prohibition. None of the Neighborhood Parks in the Red Leaf PUD shall have any type of sport lighting, unless specifically agreed to by the City and the Developer.

1.3 Soft-Surface Trail. The Soft-Surface Trail shown within Outlot B on the Red Leaf PUD shall be constructed concurrently with home construction and development of the adjacent areas within Red Leaf. The Trail in Outlot B shall be completed prior to the City's issuance of Certificates of Occupancy for 50% of the approved number of residential units within the Red Leaf PUD.

1.4 Open Space Areas. The Open Space Areas shown in the Red Leaf PUD as Outlots B, E, G, H, and J are intended to be left primarily in a natural state as shown on Exhibit C. Improvements for such Open Space Areas shall be constructed by the Developer in accordance with the Red Leaf PUD Plan and the approved Red Leaf SDP. All such Open Space Areas shall be improved prior to the City's issuance of Certificates of Occupancy for 80% of the approved number of residential units within the Red Leaf PUD.

1.5 Water System Connection Fees. Developer shall pay the standard City water system connection fees for the Neighborhood Parks. Based on the minimal irrigation required for the dryland native grasses in Outlots B and J, Developer shall pay the license fee for nonpotable water for those portions of Outlots B and J to be landscaped with dryland native grasses. Further, Outlots B and J are expected to be irrigated with re-use water at such time as water is available within the 136th Avenue and Lowell Boulevard rights-of-way. Outlots E, G and H will not have any permanent or temporary irrigation.

2.0 SCHOOL IMPACTS

The Property is within the boundaries of Adams County School District No. 12. Residential development within the Red Leaf PUD will pay the City's Services Expansion Fee, 50% of which can be used for joint city/school district capital projects.

3.0 ROADWAYS

3.1 General. The Developer shall construct streets within and at the perimeter of the Red Leaf PUD in accordance with the provisions set forth below. The rights-of-way for and the widths of streets within the Red Leaf PUD shall be as set forth in the Red Leaf PUD and Red Leaf SDP as

Red Leaf PUD Agreement
August 3, 2001

approved by the City Council. Regardless of width, all streets shall be constructed by the Developer in accordance with the City's Standards and Specifications.

3.2 Lowell Boulevard. Lowell Boulevard abuts portions of the eastern boundary of the Property as shown on Exhibit B. The Developer shall construct the west half of Lowell Boulevard where it abuts the Property as a minor arterial as shown on the City of Broomfield 1995 Master Plan and partial improvements from the Property north to 136th Avenue. Construction shall be completed as follows:

3.2.1 Lowell Boulevard - Phase 1. Phase 1 shall consist of widening Lowell Boulevard, including a deceleration lane, for that area directly adjacent to the Red Leaf PUD including asphalt, curb and gutter, sidewalk, and landscaping within the rights-of-way as shown on Exhibit C. At such time as Phase 1 construction acceptance is granted, the Developer shall deliver a cash-in-lieu payment to the City for 50% of the cost for that portion of the Lowell Boulevard median located adjacent to the Red Leaf property. Phase 1 shall commence following the City's approval of the Red Leaf PUD and shall be completed prior to the City's issuance of building permits for 25% of the approved number of residential units in the Red Leaf PUD.

3.2.2 Lowell Boulevard - Phase 2. Phase 2 will be the northern offsite phase, which will commence at the northern terminus of Phase 1, the Property's northern boundary, and extend northerly for approximately 2,000 feet to the intersection of Lowell Boulevard and West 136th Avenue including curb and gutter and a asphalt patch to the existing paved section. No drainage piping, landscaping, sidewalk or median improvements shall be required. Construction of Phase 2 shall commence prior to the City's issuance of building permits for 25% of the approved number of residential units within the Red Leaf PUD and shall be completed prior to the City's issuance of building permits for 40% of the approved number of residential units in the Red Leaf PUD. The City shall be responsible for obtaining any additional rights-of-way or construction easements which may be required. Phase 2 is conditional on the approval of a Metropolitan District for the Red Leaf project.

3.3 West 136th Avenue. West 136th Avenue abuts portions of the northern boundary of the Property as shown on Exhibit B. The Developer shall construct the south half of West 136th Avenue where it abuts the Property as a minor arterial as shown on the City of Broomfield 1995 Master Plan. Construction shall be completed as follows:

3.3.1 West 136th Avenue. The Developer shall complete the improvements to West 136th Avenue for that area directly adjacent to the Red Leaf PUD including drainage, asphalt, curb and gutter, sidewalk, a center median, a traffic-calming feature adjacent to the west boundary of Sunnyslope Estates, and landscaping within the right-of-way. The specific calming feature will be agreed upon by the Developer and the City. The Developer shall be responsible for the cost of the south half of that portion of the West 136th Avenue median located adjacent to the Red Leaf PUD and the City, with funds collected from the Broadlands West development, as set forth in Section 14.2 of the City of Broomfield Subdivision Agreement for The Broadlands

Red Leaf PUD Agreement
August 3, 2001

West, Filing No. 1 & Tract 1, The Broadlands PUD dated January 12, 1999, shall be responsible for the cost of the north half of said median at the time of its construction. If, at such time as the Developer is prepared to construct the West 136th Avenue median, the City is not prepared to contribute its share of the cost for the north half of the median, the City may require the Developer to make a cash-in-lieu payment for its share of the south half of the median rather than constructing said median. West 136th Avenue improvements shall commence prior to the City's issuance of building permits for 50% of the approved number of residential units within the Red Leaf PUD and shall be completed prior to the City's issuance of building permits for 75% of the approved number of residential units in the Red Leaf PUD. If a Metropolitan District is approved for the Red Leaf project, West 136th Avenue will be accelerated to commencing at 25% and completed by 40% of the approved number of residential units in the Red Leaf PUD.

3.4 Traffic Signals. The proposed Red Leaf Traffic Impact Study prepared by Felsburg Holt & Ullevig dated March 2001 suggests that traffic signals are not warranted by this project at this time. However, future traffic signals shall be constructed as follows:

3.4.1 West 136th Avenue and Red Deer Trail/Broadlands Drive Signal. A traffic signal is proposed as part of the improvements for West 136th Avenue, in part to provide access to the Coyote Ridge Elementary School, located north of West 136th Avenue. The Developer shall be responsible for 50% of the cost of said signal and the City will pay the remaining 50% from the funds to be contributed by the Broadlands West development, as set forth in Section 14.6 of the City of Broomfield Subdivision Agreement for The Broadlands West, Filing No. 1 & Tract 1, The Broadlands PUD dated January 12, 1999.

3.4.2 Lowell Boulevard and Rabbit Mountain Road Signal (Trails at West Lake Drive). The Developer shall contribute funds equal to 50% of the cost of a future signal at Lowell Boulevard and Rabbit Mountain Road. The Developer will either place such funds in escrow with the City prior to the issuance of the 450th building permit within the Red Leaf PUD or, if said signal is constructed as part of Phase 1, the Developer will contribute its 50% share and the City will contribute its 50% share concurrently with the construction of the traffic signal.

3.5 Landscaping. Upon completion of each phase of construction for any of the above described roadways and after the City's acceptance of the construction thereof for maintenance, the City shall thereafter maintain all landscaping within such road medians and rights-of-way at the City's cost.

3.6 City's Share Of Street Improvement Costs.

3.6.1 Streets and Percentage of Participation. The City shall, in the manner provided for below, reimburse the Developer for one third of the cost of arterial road improvements including the west half of Lowell Boulevard and the south half of West 136th Avenue.

Red Leaf PUD Agreement
August 3, 2001

3.6.2 Definition of Costs. As used in this section of the Agreement, the term "costs" means all costs of construction including, but not limited to, all engineering and landscaping design, loan and interest costs, contractor's fees, construction supervision, materials, construction labor, permits, and other direct costs of improvements. However, such costs shall not include the Developer's indirect costs or fees, or acquisition costs of rights-of-way unless additional rights-of-way are needed from properties owned by others and not within the boundaries of the Red Leaf project.

3.6.3 Reimbursements. The City's sources of revenues to pay for the aforesaid reimbursements shall be up to 50% of the Services Expansion Fee ("SEF") revenues collected from within the project. The City shall pay such reimbursements to the Developer after the City has finally accepted the aforesaid street improvements for maintenance in phases per approved construction drawings, which final acceptance shall not be unreasonably withheld. Such reimbursements will be made on a quarterly basis, subject to the availability of SEF revenues. The Developer shall submit to the City Engineer a written statement setting forth, in detail, the Developer's costs for completing the aforesaid street improvements.

3.6.4 Summary - Estimated Costs and Funding of City's Share. The estimated cost and funding of the City's share of the aforesaid street improvement costs are set forth below:

Estimated Costs of City's Share of Street Improvement Costs		
Street	Estimated Cost	City's Estimated Share = 1/3
Lowell Boulevard and 136 th Avenue		
Total	\$ 1,614,386	\$ 538,128

4.0 SANITARY SEWER IMPROVEMENTS

4.1 City's Sanitary Sewer Master Plan. A segment of the City's Sanitary Sewer Master Plan applicable to the Red Leaf PUD is attached hereto as Exhibit D. The Red Leaf Development shall connect to the City's sanitary sewer system in a manner consistent with the City's Sanitary Sewer Master Plan. All of the Red Leaf PUD is planned to be provided sanitary sewer service by the North Sewer Outfall Line as shown on Exhibit D.

4.2 Construction Of And Service By The North Sewer Outfall Line. The City shall construct, in accordance with City approved design documents, a sanitary sewer line ("North Sewer Outfall Line") to serve the Red Leaf PUD beginning at the intersection of Rabbit Mountain Road and Lowell Boulevard and ending at the City's sewer treatment facility. The City shall commence construction of the aforesaid segment of the North Sewer Outfall Line within sixty (60) days of the recordation of the Red Leaf SDP and Final Plat. In the event the City is delayed or unable to start the construction in a timely manner, the Developer may construct the North Sewer Outfall Line provided the City places the funds sufficient to construct such line in an account that can be

Red Leaf PUD Agreement
August 3, 2001

drawn upon by the Developer with the City's approval. Prior to the City's issuance of a notice to proceed for this work, the Developer will provide funds to the City based on their pro-rata share of the cost (per Section 4.3), but no greater than \$788,800. The Developer and City acknowledge this pro-rata share is to finish the North Sewer Outfall Line and that a basin fee is collected against each parcel in the basin. The Developer shall receive credit towards the North Sewer Outfall Line basin fee at approval of the Final Plat and be entitled to reimbursement for the difference between the pro-rata share contribution and the basin fee required for Red Leaf. Such reimbursement shall be paid to Developer on a quarterly basis as collected from other properties in the basin. The Developer's contribution in excess of the basin fee is contingent on the approval of a Metropolitan District for the Red Leaf project.

4.3 Red Leaf's Participation Cost in North Sewer Outfall Line.

Red Leaf Estimated Participation Cost in the North Sewer Outfall System	
Estimated cost to construct North Sewer Outfall System	\$2,000,000
Number of proposed units served by North Sewer Outfall Line	1,250
Estimated cost per unit	\$1,600
Proposed units in Red Leaf	493
Red Leaf units as a percentage of the total	39%
Maximum Red Leaf contribution of cost	\$788,800
Basin Fee required by Red Leaf - \$1,790 x 116 acres	\$207,640
Reimbursement the Developer is entitled to	\$581,160

4.4 Estimates and Actual Costs. The numbers set forth in the above example are estimates and will be adjusted from time to time based on more definitive data.

5.0 WATER SYSTEM IMPROVEMENTS

5.1 Water System Improvements Within Red Leaf.

5.1.1 City's Specifications. The Developer shall construct all water system improvements internal to the Red Leaf Development at the Developer's sole expense and in compliance with the City's Standards and Specifications.

5.1.2 Certification. The Developer shall certify by City acceptable computer modeling that the internal water system will meet all current City design criteria and fire department requirements for fire flows.

5.2 Oversized Facilities. The City may, at its option, request the Developer to oversize selected water lines within the Red Leaf PUD. In such event, the City shall reimburse the Developer for the incremental cost difference for such oversizing. As used herein, "incremental cost" means the cost difference in pipe size and related facilities.

Red Leaf PUD Agreement
August 3, 2001

5.3 Reimbursement for Existing Main Lines. The City has previously installed water lines in Lowell Boulevard and 136th Avenue. The Developer shall reimburse the City the following amounts, prior to the issuance of the first building permit in the Red Leaf PUD:

5.3.1 Lowell Boulevard Water Line. The Developer shall reimburse the City a total of \$5,000 for the Lowell Boulevard Water Line.

5.3.2 136th Avenue Water Line. The Developer shall reimburse the City a total of \$5,000 for the 136th Avenue Water Line.

6.0 STORM DRAINAGE IMPROVEMENTS

6.1 Criteria And Standards. The Developer shall meet all City design criteria for drainage improvements within the Red Leaf Development including the intent of the current Urban Drainage and Flood Control District (UD&FCD) Master Plan requirements. The Developer shall provide a final drainage master plan for the Red Leaf PUD development, to be approved by the City, prior to any final platting of the Property.

6.2 Offsite Drainage Facility. The Developer shall improve the existing storm sewer crossing at Lowell Boulevard and Rabbit Mountain Road as a regional drainage solution. In addition, the Developer shall be allowed to detain 265 cfs of water or as allowed by finalization of the proposed LOMR and a staged storage analysis of the regional Westlake Detention Pond. The fee for the use of the trails detention pond shall be \$15,000 to be paid to the City by Developer.

7.0 ALLOCATION OF BUILDING PERMITS

7.1 Allocation. In accordance with the First Amendment to the Broadlands PUD Agreement recorded in the records of the Adams County Clerk and Recorder on October 2, 2000, at Reception No. CO716300, the City has granted the Developer, through its affiliated company, an allocation of permits which may be used in the Red Leaf Development. Any allocation shall be subject to the terms and conditions listed therein.

7.2 Affordable Housing Allocation and Program. The City and the Developer agree to jointly participate in an affordable housing program in the Red Leaf Development. Ten percent (10%) of the housing units (i.e. 49 units) within Red Leaf shall be affordable. The goal of the program is to provide housing for a family of five at a rate equal to 80% of the AMI as defined by the Department of Housing and Urban Development (HUD). Such units will have predetermined sales prices estimated at \$178,000.00 in 2001 dollars. However, the cost to purchase the land and build and sell the unit is estimated to be \$206,000. The Builder has designed the homes to minimize the cost of construction while providing a quality home. The Developer will subsidize each unit at \$5,000 and the City or other governmental agency will subsidize the remaining difference. Subsidies may be used to buy-down the interest rate and increase the sales price as an alternative. The affordable housing program will also include, at a minimum, deed restrictions

Red Leaf PUD Agreement
August 3, 2001

for long-term affordability, buyer pre-qualifying programs by the City, provisions for adjustments to sales price if no qualified buyers are available, and restrictions against renting of units by owners. The Developer shall receive an allocation of permits equal to the number of affordable units which shall be in addition to the Red Leaf permits granted to the Developer in the First Amendment to the Broadlands PUD Agreement. Said affordable units shall be recognized and the program regulated by separate agreement between the Developer and the City which details the requirements of the Affordable Housing Program.

In the event the City has not finalized their commitment for subsidy of the affordable housing program by April 30, 2002, the designated affordable units will be allowed to be sold at market rate at no more than \$206,000 in 2001 dollars, the additional allocation of permits shall be retained, and the developer shall provide to the City \$5,000 for each of the 49 affordable homes (\$245,000). Said monies shall be paid to the City prior to the issuance of a certificate of occupancy for any of the cluster homes. The monies shall be used by the City for affordable housing programs. City and Developer will work together to establish eligible expenditures for the monies provided by the Developer.

7.3 Responsibility For Notification Of Assignees. The Developer may distribute building permits to assignees of the Developer, provided the Developer notifies the City in writing and in advance of any distribution of the guaranteed building permits to any of the Developer's assignees. Such written notices provided by the Developer to the City shall contain the name, address, and telephone number of each assignee and the legal description and address of the lots to which the distributions apply. The Developer shall not transfer or distribute any of the guaranteed residential building permits from the Red Leaf Development to any other property or development within the boundaries of the City of Broomfield, except as provided for in the First Amendment to the Broadlands PUD Agreement.

8.0 NOTICES

8.1 Notice Provisions. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

8.2 Parties.

For Notices to the City	For Notices to the Developer
City Manager One DesCombes Drive P.O. Box 1415 Broomfield, CO 80038-1415	Mr. Chuck Bellock Manager Red Leaf Development Company, Inc. 2500 Arapahoe Avenue, Suite 220

Red Leaf PUD Agreement
August 3, 2001

	Boulder, CO 80303
City Attorney One DesCombes Drive P.O. Box 1415 Broomfield, CO 80038-1415	

Red Leaf PUD Agreement
August 3, 2001

9.0 SOURCES AND USES OF FUNDS FOR CITY'S COSTS

As previously set forth in this Agreement, there are various estimated costs which are to be funded by the City. Set forth below is the total estimate of such costs and how they are to be funded. The City's payment for such costs is limited to certain City revenues generated by the Red Leaf Development. Such revenues are 50% of the Services Expansion Fee and revenues generated by the use tax on building and construction materials less the amount for the City's Open Space Fund. The City's use tax on building and construction materials shall not be used for reimbursement to the Developer.

City's Estimated Total Costs and Funding	
Sources of Funds	Estimate
Services expansion fee – 100% of estimated total revenue	\$ 1,232,500
Use Tax	\$ 3,142,875
Total estimated revenues available	\$ 4,375,375
Uses of Above Funds	Total
Estimated City's Costs	
School Site Recreation Facilities (50% of SEF)	\$ 616,250
Street Improvements	\$ 538,128
Total	\$ 1,154,378
Balance – available for City budget funds	\$ 3,220,997

10.0 EXHIBITS

All exhibits referred to in this Agreement are by reference incorporated herein and made an integral part hereof for all purposes.

**11.0 AMENDMENTS REQUIRED FOR
ANY CHANGES DIRECTED BY CITY COUNCIL**

This Agreement shall be amended to conform to any changes directed by the City Council regarding the Red Leaf PUD Plan or regarding any of the provisions of this Agreement.

12.0 DELAYS

Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

13.0 ASSIGNMENT

Except for specific assignments of certain provisions of this Agreement as specifically set forth in this Agreement, this Agreement nor any part of this Agreement shall not be assigned by the Developer to any other party without the prior written consent of the City.

14.0 PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15.0 ADDITIONAL DOCUMENTS OR ACTION

The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

16.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

17.0 WAIVER OF BREACH

A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

18.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Colorado.

19.0 BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

20.0 EXECUTION IN COUNTERPARTS

Red Leaf PUD Agreement
August 3, 2001

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

21.0 NO THIRD PARTY BENEFICIARIES

This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

22.0 FINANCIAL OBLIGATIONS OF THE CITY

All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other party or parties.

23.0 COST ESTIMATES

All construction cost estimates set forth in this Agreement are estimates made at the time this Agreement was written, should not be relied on by the Developer as final estimates, and are subject to revision as more definitive data are obtained.

24.0 CONSIDERATION FOR A METROPOLITAN DISTRICT

The Developer shall file a petition for the organization of a Metropolitan District in District Court to fund and construct the Neighborhood Parks described in Section 1.2, the Soft-Surface Trail described in Section 1.3, the Open Space Areas described in Section 1.4, the funding and construction of roadways as described in Section 3.0, the North Sewer Outfall Line described in Section 4.2, and the Storm Drainage Improvements described in Section 6.0. The Developer shall provide information to the City Council regarding the specific public improvements proposed to be funded and constructed by such a Metropolitan District and information regarding the financial feasibility of such a Metropolitan District, including but not limited to, the proposed amount, interest rates, and terms for any bond issues, and the maximum mill levy that would be required to retire any such bonds. The City and the Developer acknowledge the Developer's participation in the North Sewer Outfall Line and the roadway improvements will be accelerated from typical construction schedules with the approval of the Metropolitan District. In any event, the decision to consider, approve, or deny any request for such a Metropolitan District shall be at the sole and exclusive discretion of the City Council.

25.0 UNCERTAINTIES

The City and the Developer recognize that the Red Leaf PUD is a large development that is contemplated to be developed over a period of approximately six years and that matters not specifically covered in this Agreement or in subdivision agreement(s) may emerge and need to

Red Leaf PUD Agreement
August 3, 2001

be addressed. In such event or events, the parties agree to address such matters in a timely manner and to amend this Agreement or the subdivision agreement(s) as necessary.

Red Leaf PUD Agreement
August 3, 2001

26.0 RECORDING

This Agreement shall be recorded with the Adams County Clerk and Recorder and shall be a covenant running with the Property.

27.0 NO PRESUMPTION

The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

28.0 SEVERABILITY

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect other provisions of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

Date: _____, 2001

PARTIES AND SIGNATURES

RED LEAF DEVELOPMENT COMPANY, INC.

a Colorado corporation

By: _____

Charles Bellock, President

Red Leaf PUD Agreement
August 3, 2001

City of Broomfield, Colorado a Colorado municipal corporation	
By: _____ William Berens, Mayor	Attest: _____ Vicki Marcy, City Clerk
Approved as to form By: _____ Roy Howard, City Attorney	

Northwest Quadrant Investment Company, LP a limited partnership	
By: Moore and Company, its General Partner By: _____ William M. Moore, President	

EXHIBIT B
Map – Boundaries of Financing District

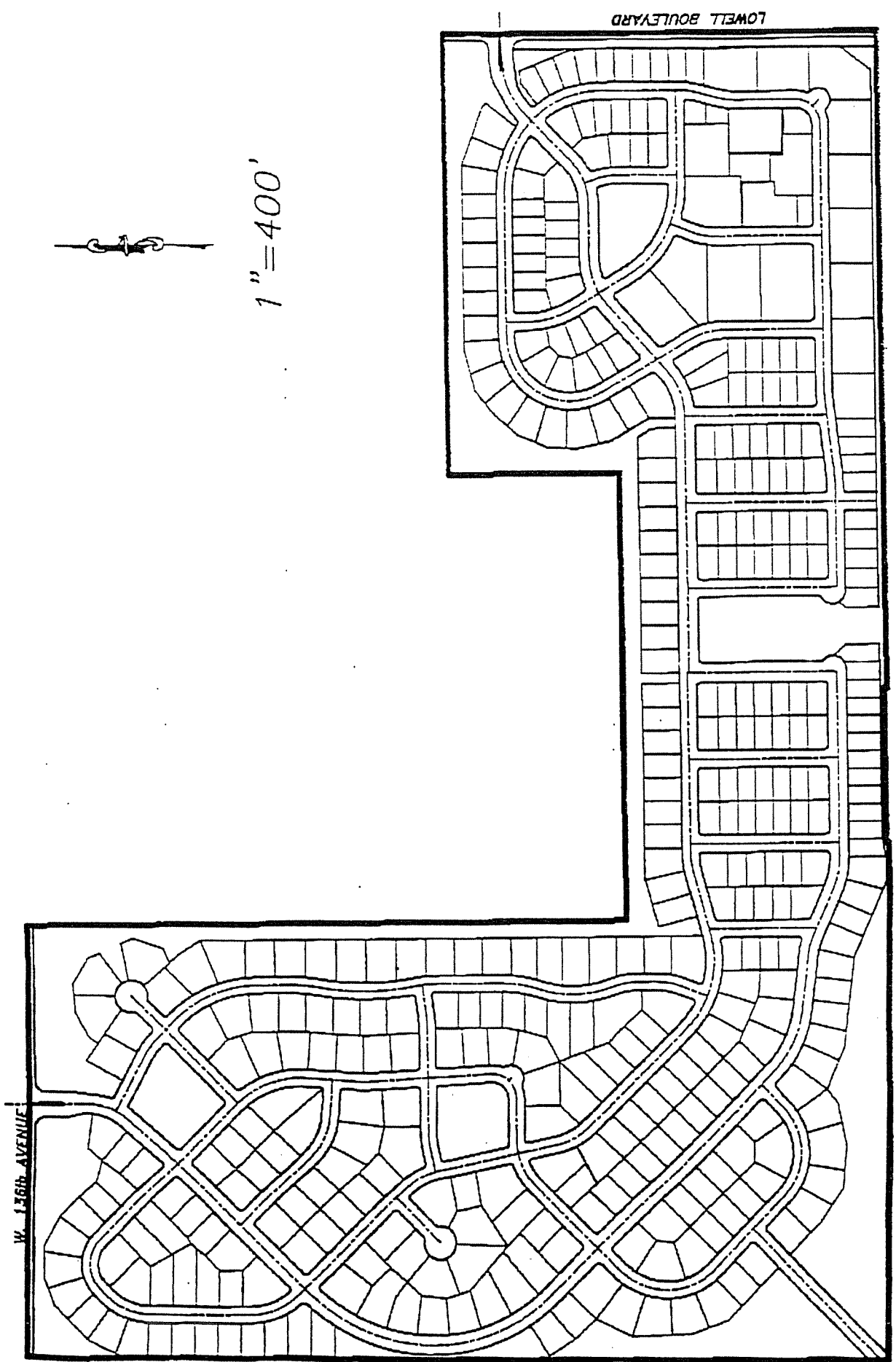


EXHIBIT C
Development Projections

SARATOGA METROPOLITAN DISTRICT
DEVELOPMENT PROJECTIONS

PRODUCT	HOME VALUE		YEAR OF CONSTRUCTION				
	PER UNIT	TOTAL	2001	2002	2003	2004	2005
Cluster Homes	\$ 220,000	111	-	20	50	41	
SFD - 45'	\$ 265,000	148	-	33	69	38	8
SFD - 70'	\$ 360,000	134	-	13	42	47	32
SFD - 80'	\$ 450,000	100	-	-	25	46	29
		493	-	66	186	172	69

EXHIBIT D
Estimated Costs of Improvements

**RED LEAF METROPOLITAN DISTRICT
ESTIMATED COSTS OF IMPROVEMENTS**

	<u>TOTAL</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
ROADWAYS:					
136th Ave - East of Lowell - South Lane (North Lane is Broadlands District)	676,789	676,789	-	-	-
136th Ave - West of Lowell - South Lane to East border of Sunnyslope (North Lane is Broadlands District)	279,786	279,786	-	-	-
136th Ave - West of Sunnyslope - South Lane (Saratoga frontage) (North Lane is Oakwood / Broadlands District)	724,349	-	724,349	-	-
Lowell Boulevard - Saratoga frontage	800,610	533,740	266,870	-	-
Lowell Boulevard - extension North to 136th Ave	89,427	59,618	29,809	-	-
NORTH OUTFALL SEWER	800,000	-	800,000	-	-
PARKS	927,305	-	231,826	463,653	231,826
DRAINAGE IMPROVEMENTS - ON-SITE	260,000	-	160,000	100,000	-
DRAINAGE IMPROVEMENTS - OFF-SITE	50,000	50,000	-	-	-
OPEN SPACE, TRAILS, FENCE	310,208	95,000	90,000	125,208	-
	<u>4,918,474</u>	<u>1,694,933</u>	<u>2,302,854</u>	<u>688,861</u>	<u>231,826</u>

EXHIBIT E
Legal Description of Financing District

BY THESE PRESENTS, the undersigned, being the owner of the East Half of the Northwest Quarter and part of the South Half of the Northeast Quarter of Section 30, Township 1 South, Range 68 West of the Sixth Principal Meridian, City of Broomfield, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 30; Thence South 00°23'55" Thence South 00°23'55" East along the north-south centerline of said Section 30 a distance of 30.00 feet to the southerly right of way line of 136th Avenue and the POINT OF BEGINNING;

Thence continuing South 00°23'55" East along said north-south centerline a distance of 1293.40 feet to the southwest corner of Sunnyslope Estates as recorded in the Adams County Clerk and Recorder's Office in File 10 Map 236;

Thence continuing South 00°23'55" East along said north-south centerline a distance of 528.00 feet to a point;

Thence North 89°46'55" East a distance of 1320.01 feet to a point;

Thence North 00°23'55" West a distance of 528.00 feet to a point on the southerly line of said Sunnyslope Estates;

Thence North 89°46'55" East along said southerly line a distance of 1287.36 feet to a point on the westerly right of way line of Lowell Boulevard;

Thence South 00°21'44" East parallel with and 30.00 feet westerly of the easterly line of said Section 30 a distance of 1321.56 feet to a point on the southerly line of the Northeast Quarter of said Section 30;

Thence South 89°44'30" West along said southerly line a distance of 1929.52 feet to the easterly line of the parcel described in Book 2047 at Page 767 of said County Records;

Thence North 00°23'55" West along said easterly line parallel with said north-south centerline a distance of 6.91 feet to the northeast corner of said parcel;

Thence South 89°46'55" West along the northerly line of said parcel parallel with the southerly line of said Sunnyslope Estates a distance of 458.53 feet to the northwest corner of said parcel;

Thence South 00°23'55" East along the westerly line of said parcel parallel with said north-south centerline a distance of 7.24 feet to the southerly line of said Northeast Quarter;

Thence South 89°44'30" West along said southerly line a distance of 218.47 feet to the Center Quarter corner of said Section 30;

Thence South 89°44'09" West along the southerly line of the Northwest Quarter of said Section 30 a distance of 1318.69 feet to the westerly line of the East Half of said Northwest Quarter;

Thence North 00°31'17" West along said westerly line a distance of 2611.11 feet to the southerly right of way line of 136th Avenue;

Thence North 89°29'19" East parallel with and 30.00 feet southerly of the southerly line of said Northwest Quarter a distance of 1324.28 feet to the POINT OF BEGINNING.

Containing 142.371 acres, more or less.

EXHIBIT F
Financing Plan

**RED LEAF METROPOLITAN DISTRICT
SOURCE AND APPLICATION OF FUNDS**

	TOTAL	2001	2002	2003	2004	2005
SOURCES:						
Beginning cash		-	50,000	50,000	50,000	50,000
Property tax revenue	11,216,446				58,697	241,100
Specific ownership taxes	560,822	-	-	-	2,935	12,055
Development fees	493,000	66,000	186,000	172,000	69,000	
Construction financing	5,825,000	1,750,000	2,400,000	925,000	550,000	200,000
General obligation bonds	6,050,000					6,050,000
Interest income	60,669	625	2,500	2,500	2,500	2,500
	<u>24,205,938</u>	<u>1,816,625</u>	<u>2,638,500</u>	<u>1,149,500</u>	<u>733,132</u>	<u>6,555,655</u>
APPLICATION:						
Infrastructure construction	4,918,474	1,694,933	2,302,854	688,861	231,826	
Interest - construction financing	1,518,000	35,000	236,000	369,000	428,000	450,000
Principal - construction financing	5,825,000					5,825,000
Issuance costs	181,500	-				181,500
Interest - general obligation bonds	4,317,900					
Principal - general obligation bonds	6,050,000					
Treasurer's fees	58,886	-	-	-	308	1,266
Formation and operating costs	1,249,377	30,000	31,200	32,448	33,746	35,096
Contingency	36,801	6,692	18,446	9,191	(10,748)	12,793
	<u>24,155,939</u>	<u>1,766,625</u>	<u>2,588,500</u>	<u>1,099,500</u>	<u>683,132</u>	<u>6,505,655</u>
ENDING CASH	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
MILL LEVY					30	30
CONSTRUCTION FINANCING:						
Beginning balance			1,750,000	4,150,000	5,075,000	5,625,000
Draws		1,750,000	2,400,000	925,000	550,000	200,000
Repayments		-	-	-	-	(5,825,000)
Ending balance		1,750,000	4,150,000	5,075,000	5,625,000	-
GENERAL OBLIGATION BONDS:						
Beginning balance			-	-	-	-
Proceeds		-	-	-	-	6,050,000
Repayments		-	-	-	-	-
Ending balance		-	-	-	-	6,050,000
ASSESSED VALUATION:						
Beginning valuation		-	-	-	1,956,571	8,036,669
Increase from inflation			-	-		
Increase from building				1,956,571	6,080,098	6,174,965
Ending valuation				1,956,571	8,036,669	14,211,634
ABSORPTION:						
Market value increase			20,088,000	62,424,000	63,398,000	30,418,000
Assessed valuation increase			1,956,571	6,080,098	6,174,965	2,962,713
Cumulative assessed valuation			1,956,571	8,036,669	14,211,634	17,174,347
DEBT TO ASSESSED RATIO:						
Outstanding G.O. debt						
% Debt to assessed						

2006	2007	2008	2009	2010	2011	2012	2013	2014
50,000	50,000	50,000	51,241	48,557	49,685	47,482	50,081	46,912
426,349	515,230	535,840	557,273	579,564	602,747	626,857	651,931	641,848
21,317	25,762	26,792	27,864	28,978	30,137	31,343	32,597	32,092
2,500	2,500	2,500	2,562	2,428	2,484	2,374	2,504	2,346
500,167	593,492	615,132	638,940	659,527	685,054	708,055	737,112	723,198
363,000	360,000	351,600	341,400	329,100	315,000	298,500	279,900	258,369
50,000	140,000	170,000	205,000	235,000	275,000	310,000	358,846	358,846
2,238	2,705	2,813	2,926	3,043	3,164	3,291	3,423	3,370
36,500	37,960	39,478	41,057	42,699	44,407	46,184	48,031	49,952
(1,571)	2,827	-	-	-	-	-	-	-
450,167	543,492	563,891	590,383	609,842	637,572	657,975	690,200	670,537
50,000	50,000	51,241	48,557	49,685	47,482	50,081	46,912	52,661
30	30	30	30	30	30	30	30	28.4
-	-	-	-	-	-	-	-	3,947,308
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
6,050,000	6,000,000	5,860,000	5,690,000	5,485,000	5,250,000	4,975,000	4,665,000	4,306,154
-	-	-	-	-	-	-	-	-
(50,000)	(140,000)	(170,000)	(205,000)	(235,000)	(275,000)	(310,000)	(358,846)	(358,846)
6,000,000	5,860,000	5,690,000	5,485,000	5,250,000	4,975,000	4,665,000	4,306,154	3,947,308
14,211,634	17,174,347	17,861,321	18,575,774	19,318,805	20,091,557	20,895,219	21,731,028	22,600,269
	686,974	714,453	743,031	772,752	803,662	835,809	869,241	904,011
2,962,713	-	-	-	-	-	-	-	-
17,174,347	17,861,321	18,575,774	19,318,805	20,091,557	20,895,219	21,731,028	22,600,269	23,504,280
17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347
6,050,000	6,000,000	5,860,000	5,690,000	5,485,000	5,250,000	4,975,000	4,665,000	4,306,154
35.23%	33.59%	31.55%	29.45%	27.30%	25.13%	22.89%	20.64%	18.32%

2015	2016	2017	2018	2019	2020	2021	2022	2023
52,661	51,029	51,087	50,394	51,739	49,915	50,897	49,420	49,123
615,812	598,889	579,627	563,153	541,685	526,177	505,587	488,694	472,858
30,791	29,944	28,981	28,158	27,084	26,309	25,279	24,435	23,643
2,633	2,551	2,554	2,520	2,587	2,496	2,545	2,471	2,456
701,897	682,414	662,250	644,225	623,095	604,896	584,309	565,021	548,080
236,838	215,308	193,777	172,246	150,715	129,185	107,654	86,123	64,592
358,846	358,846	358,846	358,846	358,846	358,846	358,846	358,846	358,846
3,233	3,144	3,043	2,957	2,844	2,762	2,654	2,566	2,483
51,950	54,028	56,189	58,437	60,774	63,205	65,734	68,363	71,098
-	-	-	-	-	-	-	-	-
650,868	631,326	611,856	592,486	573,180	553,999	534,888	515,898	497,019
51,029	51,087	50,394	51,739	49,915	50,897	49,420	49,123	51,062
26.2	24.5	22.8	21.3	19.7	18.4	17.0	15.8	14.7
3,588,462	3,229,615	2,870,769	2,511,923	2,153,077				
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
3,947,308	3,588,462	3,229,615	2,870,769	2,511,923	2,153,077	1,794,231	1,435,385	1,076,538
-	-	-	-	-	-	-	-	-
(358,846)	(358,846)	(358,846)	(358,846)	(358,846)	(358,846)	(358,846)	(358,846)	(358,846)
3,588,462	3,229,615	2,870,769	2,511,923	2,153,077	1,794,231	1,435,385	1,076,538	717,692
23,504,280	24,444,451	25,422,229	26,439,118	27,496,683	28,596,551	29,740,413	30,930,029	32,167,230
940,171	977,778	1,016,889	1,057,565	1,099,867	1,143,862	1,189,617	1,237,201	1,286,689
-	-	-	-	-	-	-	-	-
24,444,451	25,422,229	26,439,118	27,496,683	28,596,551	29,740,413	30,930,029	32,167,230	33,453,919
17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347	17,174,347
3,947,308	3,588,462	3,229,615	2,870,769	2,511,923	2,153,077	1,794,231	1,435,385	1,076,538
16.15%	14.12%	12.22%	10.44%	8.78%	7.24%	5.80%	4.46%	3.22%

2024	2025
51,062	49,604
451,628	434,901
22,581	21,745

2,553	2,480
527,824	508,730

43,062	21,531
358,846	358,846
2,371	2,283
73,941	76,899
-	(829)
478,220	458,730
49,604	50,000

13.5	12.5
-	-
-	-
-	-
-	-

717,692	358,846
-	-
(358,846)	(358,846)
358,846	(0)

33,453,919	34,792,076
1,338,157	1,391,683
-	-
34,792,076	36,183,759

17,174,347	17,174,347
------------	------------

717,692	358,846
2.06%	0.99%