

STORMWATER FACILITY CONSTRUCTION AND REIMBURSEMENT AGREEMENT  
ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, (TRAMMELL CROW  
COMPANY), AND TC DC LAND, L.P.

THIS SECOND AMENDMENT TO AGREEMENT ("Agreement"), is made and entered into this 1st day of \_\_\_\_\_, 2002 by and between the ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY ("ACWWA"), a quasi-municipal corporation operating and existing under and by virtue of the laws of the State of Colorado, CONCORD METROPOLITAN DISTRICT ("Concord"), a quasi-municipal corporation and political subdivision of the State of Colorado, and TC DC LAND, L.P. ("TC DC"), a Delaware limited partnership (as successor to Trammell Crow Company).

RECITALS

1. ACWWA and Trammell Crow Company entered into a Stormwater Facility Construction and Reimbursement Agreement on June 28, 2000 ("Original Phase 1 Agreement"), and amended the same as of August 23, 2001 ("First Amendment"), subsequently, TC DC was substituted for Trammell Crow Company..

2. The estimated Stormwater System Development Fee ("System Development Fee") and Reimbursement Sum ("Reimbursement Sum") as stated in the Original Phase 1 Agreement, Paragraph 10, Reimbursement, have been recalculated based on actual experience and are hereby restated in this Agreement.

3. ACWWA and TC DC desire to amend the Original Phase 1 Agreement as stated herein.

4. TC DC desires to assign its right to collect the Original Phase 1 Agreement Reimbursement Sum to Concord, and Concord desires to assume TC DC's rights and obligations to collect the Reimbursement Sum.

In consideration of the mutual advantages accruing to the parties herein, and promises of performance of the obligations contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

5. TC DC hereby assigns, and Concord hereby accepts the assignment of, all of TC DC's rights and obligations to collect the Reimbursement Sum.

6. Recalculation of System Development Fee and Reimbursement Sum and Restatement of Right to Collect Reimbursement Sum.

(a) Paragraph 10, Reimbursement, of the Original Phase 1 Agreement is superceded and replaced by the following:

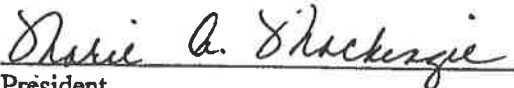
ACWWA shall reimburse to Concord Metropolitan District the difference between the actual total Stormwater Facilities construction cost of \$187,480 and the stormwater system development fee due for the Subject Property for public roads of \$36,355, such difference being \$151,125 ("Reimbursement Sum"), from a portion of the revenues collected from the ACWWA stormwater system development fee. ACWWA shall pay to Concord Metropolitan District 84.6% of system development fees collected from both the Subject Property and from property upstream of the Subject Property (See Exhibit A), until the Reimbursement Sum has been fully paid. ACWWA payments shall be made on a semiannual basis each April 1 and October 1 for those periods for which stormwater system development fees have been collected from such property. No interest shall accrue on the Reimbursement Sum.

7. ACWWA acknowledges that "Trammell Crow Company" as used in the Agreement and TCDC are one in the same, and that TC DC has assigned its rights to receive payments to Concord.

8. No other changes to the Original Phase 1 Agreement as amended by the First Amendment are intended by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their names and seals to be affixed the date and year first above written.

ARAPAHOE COUNTY WATER AND  
WASTEWATER AUTHORITY

  
President

ATTEST:

  
Secretary

TC DC LAND, L.P., a Delaware limited partnership

By: Trammell Crow Denver Development, Inc., as  
general partner

Attest:

By: Donna R. Haug  
Secretary

By: [Signature]  
Its: President

CONCORD METROPOLITAN DISTRICT, a quasi-  
municipal corporation and political subdivision of the State  
of Colorado

Attest:

By: [Signature]  
Secretary

By: [Signature]  
Its: Director

EXHIBIT A  
(Page 1 Of 6)

ACTUAL CONSTRUCTION COSTS OF FACILITIES  
CENTENNIAL AIRPORT DETENTION POND  
ACWWA & TC DC LAND, LP & CONCORD METROPOLITAN DISTRICT  
STORMWATER FACILITY CONSTRUCTION REIMBURSEMENT AGREEMENT

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>
<b><u>HARD COSTS:</u></b>				
Mobilization/Demobilization/General	LS	1	\$14,616	\$14,616
Survey and Layout	LS	1	2,700	2,700
Cleanup	LS	1	648	648
Demolition	LS	1	810	810
Excavation	LS	1	42,791	42,791
Erosion Control	LS	1	1,905	1,905
Access Road	LS	1	23,702	23,702
Outlet Structures	LS	1	48,033	48,033
Trickle Channel	LS	1	30,456	30,456
Traffic Barricades	LS	1	1,620	1,620
Seeding	LS	1	13,500	13,500
<b>SUBTOTAL - HARD COSTS</b>				<b>180,781</b>
<b><u>SOFT COSTS:</u></b>				
Engineering - Coordination	LS	1	1,365	1,365
Engineering - Testing	LS	1	3,172	3,172
Legal	LS	1	2,163	2,163
<b>SUBTOTAL - SOFT COSTS</b>				<b>6,699</b>
<b>TOTAL COSTS</b>				<b>\$187,480</b>

# DOUGLAS COUNTY INDUSTRIAL PARK - F φ φ 1

A REPLAT OF LOT 1, DOUGLAS COUNTY INDUSTRIAL PARK EXEMPTION FILE # 98-008, AND A PART OF THE  
 1/4 OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO  
 A PORTION OF PLANNING AREAS 1, 2, 3 AND TRACTS 1 AND 2 OF  
 DOUGLAS COUNTY INDUSTRIAL PARK PLANNED DEVELOPMENT  
 99.61 ACRES, 6 INDUSTRIAL LOTS  
 SB 98-07

EXHIBIT

Breakdown of Acres:

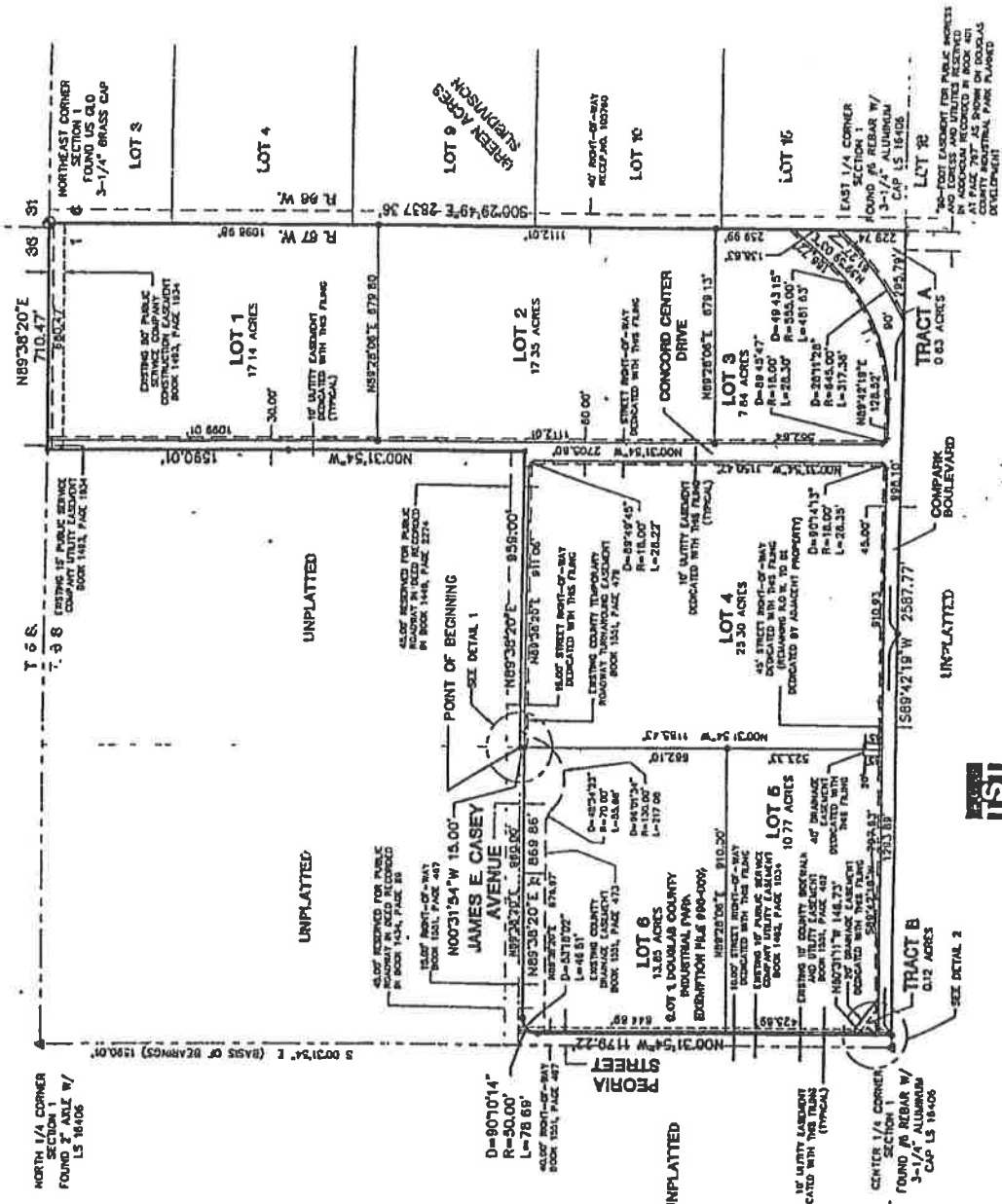
LOT 1	17.14
LOT 2	17.35
LOT 3	7.84
LOT 4	25.30
LOT 5	10.77
LOT 6	13.85
TRACT A	.63
TRACT B	.12
TOTALS	6.61
	<u>99.61</u>

System Dev Fee-Roads:

roads = 6.61 acres

x 5,500 per acre

\$ 36,335



**Daniel Bess**

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**From:** Rob Andrews  
**Sent:** Thursday, September 05, 2002 4:39 PM  
**To:** rickkron@grimshawharring.com  
**Cc:** rgw@grimshawharring.com; Daniel Bess  
**Subject:** Stormwater Facility Reimb Agreement - Reimbursement Section

Hi Rick,

Dan spoke with Alan Leak at WRC Engineering yesterday in an attempt to obtain some clarification regarding P10, the Reimbursement section of the Stormwater Facility Agreement - Phase I (Detention Basin). First of all, the \$66,275 System Development Fee attributable to the "Subject Property" was based on 12.05 acres for estimated road coverage at \$5,500/acre. Based on the plat dated May, 1999, the actual road coverage is 6.61 acres which equates to a revised fee associated with the roads of \$36,355 I will send over the plat, which indicates 99.61 total acreages, to be used as an exhibit to support the road acres based on the following:

Lot 1	17.14
Lot 2	17.35
Lot 3	7.84
Lot 4	25.30
Lot 5	10.77
Lot 6	13.85
Tract A	.63
Tract B	.12
Roads	6.61 (plug)

Total Acres Per Plat 99.61

Based on the Actual Costs of \$187,480 to be submitted to ACWWA for Review and Approval, the Revised Reimbursement amount would be \$151,125. The \$36,355 Impervious fee relating to the roads is not reimburseable by ACWWA, however Dan indicated the District could elect to impose its own fee to recover this cost.

With regard to the System Development Fee associated with Lot 2, Alan indicated that ACWWA needs to bill for Phase I based on 8.15 acres at either \$5,300 or \$5,500/acre. Dan and I will follow-up with ACWWA to make sure this occurs.

Alan also explained the reason for the semi-annual reimbursements being at 84.6%. This is due to reimbursement commitments on improvements downstream. In addition, Dan and I feel the Concord District should receive 84.6% of the System Dev Fee collected by ACWWA on Lot 1, and on Lot 2 once collected. We will follow up on these reimbursements.

At this point, we would like to have the document revised to reflect the Actual Costs and related Reimbursement. I will send over Exhibits supporting the Impervious Road acres and the Actual Costs. In addition, we will also need a Conveyance and Acceptance Agreement for the Detention Basin. Dan has signed the Assignment Agreement but I don't know if it will need to be revised as well. Once I get these Agreements from you, I will get the required District/TC DC Land signatures and forward a package to ACWWA for its review and execution. Does this suggested outline seem logical? If not, let me know.

Also, let me know if you need anything else from me relating to the Detention Basin agreements.  
Thanks.

Rob Andrews  
Trammell Crow Company - Denver  
Financial Analyst  
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email: randrews@trammellcrow.com