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COPY

**ESCROW AGREEMENT  
AND  
INSTRUCTIONS TO ESCROW AGENT**

This Escrow Agreement and Instructions to Escrow Agent (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 199\_ among the County of Arapahoe, Colorado (the "County"), the Parker Jordan Metropolitan District (the "District") and COLORADO NATIONAL BANK TECH CENTER, (the "Escrow Agent").

I. RECITALS

The County and the District have entered into an Intergovernmental Agreement, a copy of which is attached as Exhibit "A". The Intergovernmental Agreement was amended by a subsequent Amendment No. 1, Intergovernmental Agreement a copy of which is attached as Exhibit "B". Exhibits A and B will be collectively referred to hereinafter as the "Intergovernmental Agreement".

Pursuant to the terms of the Intergovernmental Agreement, the County and the District have established an interest bearing account with the Escrow Agent known as Account No. 6041051 (the "Account") in which the County has deposited the sum of \$500,000.00 (the "Principal Balance").

II. INSTRUCTIONS TO ESCROW AGENT

The County and the District now agree and instruct the Escrow Agent as follows:

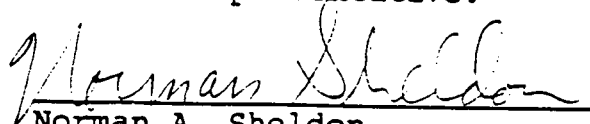
A. The County has appointed the Chairman of the Board of County Commissioners as its authorized representative for the purposes described herein. The following are true and correct exemplars of the signatures of the County as currently elected to office:

Jeannie Jolly      Thomas Egert      John J. Mehl

Should new Commissioners be elected or appointed, the Escrow Agent shall be provided with this information and with new signatures. Notices or communications with the Authorized Representative of the County may be sent to the attention of the Authorized Representative of the County at:

Board of County Commissioners  
Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80166

B. The District has appointed Norman Sheldon as its Authorized Representative for the purposes described herein. The following is a true and correct exemplar of the signature of the District's Authorized Representative:

  
Norman A. Sheldon

Notices or communications with the Authorized Representative of the District shall be sent to the attention of the Authorized Representative at:

R.S.Wells Corporation  
6200 South Syracuse Way  
Suite 150  
Carrara Place  
Englewood, Colorado 80111

The Authorized Representative of the District may be changed by written notice provided to the Escrow Agent and the County.

C. The Authorized Representative of the County and the Authorized Representative of the District shall be co-signatories on the Account.

D. Interest earned and posted to the Account shall be paid to the order of Arapahoe County, Colorado as earned. The taxpayer ID number of the County is 84-6000741. The County shall have the option to let this earned interest remain in the Account and if this option is selected the interest shall be paid upon receipt of a sight draft, in the form of Exhibit "C", signed only by the Authorized Representative of the County.

E. Payment of all or any part of the Principal Balance remaining in the Account shall be made only upon receipt of a sight draft, in the form of Exhibit "D", signed by the Authorized Representative of the County and the Authorized Representative of the District, directing payment to any person or entity named therein.

F. This Agreement shall not be altered, amended or terminated prior to the close of business on January 1, 1995, except by an amendment hereto signed by the Authorized Representative of the County and the Authorized Representative of the District.

G. After the close of business on January 1, <sup>2000</sup>~~1995~~, the Escrow may be terminated by the County or by the District by submitting to the Escrow Agent a sworn affidavit of the Authorized Representative of the District or the County stating that the District and the County are unable to agree upon the specific

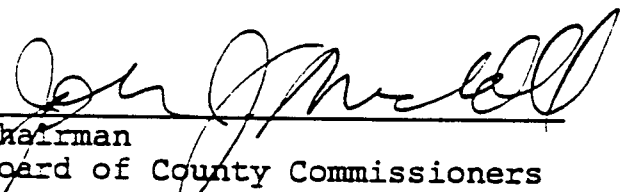
recreational facilities or other Public Projects for which funds remaining in the Account are to be expended pursuant to the Intergovernmental Agreement and requesting payment of all sums remaining in the Account. The Principal Balance remaining in the Account after the close of business on January 1, 1995 shall be paid fifty percent (50%) to the order of the County and fifty percent (50%) to the order of the District.

H. If, at any time prior to the termination of this Agreement, the Escrow Agent is informed by either party of a dispute between the County and the District, the Escrow Agent may interplead the parties in a civil action in the District Court, County of Arapahoe, State of Colorado, depositing all funds in the Account, less reasonable costs and expenses incurred to commence the interpleader action, with the court, and the Escrow Agent shall thereafter have no further obligation to the District or the County under this Agreement.

I. This Escrow Agreement and Instructions to Escrow Agent may only be amended by a written agreement signed by the Authorized Representative of the District and the Authorized Representative of the County.

J. Joan Chavez is hereby designated by Escrow Agent as the individual in charge of administration of the Account. Escrow Agent shall notify the District and the County in writing of replacement of this individual. The District and the County shall share equally in the \$500 annual fee of Escrow Agent.

ARAPAHOE COUNTY, COLORADO

By:   
Chairman  
Board of County Commissioners

ATTEST:

By: Marjorie Page  
Marjorie Page  
Clerk to the Board

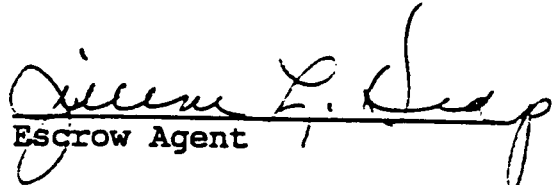
PARKER JORDAN METROPOLITAN DISTRICT

By: Norman Shelton  
President

ATTEST:

By: John P. Letters  
Secretary

Colorado National Bank - Tech Center Branch

  
Escrow Agent

Jillene L. Heap, Vice President

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**