

LANDSCAPE MEDIAN AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 23rd day of November 2004 by, between and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado (the "County"), PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Parker Jordan") and DOVE VALLEY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Dove Valley").

RECITALS

WHEREAS, the County is the owner of certain rights-of-way located within the boundaries of the Jordan Road; and

WHEREAS, on May 16, 2002, Parker Jordan, Dove Valley and the County entered into an agreement by which Parker Jordan and Dove Valley agreed to share the costs associated with the construction of certain median upgrades, which agreement was amended on July 15, 2003 (the "Jordan Road IGA"); and

WHEREAS, the median improvements, described in further detail on Exhibit A, attached hereto and incorporated herein by this reference (the "Median Improvements"), have been completed and the warranty period expires on August 18, 2004; and

WHEREAS, throughout the warranty period, Parker Jordan and Dove Valley have maintained the Median Improvements and all costs associated with such maintenance have been borne equally by Parker Jordan and Dove Valley; and

WHEREAS, Parker Jordan and Dove Valley agree to provide for the perpetual maintenance of the Median Improvements and set forth their understanding with respect to such maintenance in this Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Parker Jordan and Dove Valley have submitted to the County plans for the construction of the Median Improvements, which the County has approved and which Median Improvements have been constructed.

2. Parker Jordan shall administer a maintenance contract for the repair and maintenance of the Median Improvements, which Median Improvements shall be maintained, at all times, in accordance with the County's standards. Parker Jordan shall publicly bid a stated monthly invoice contract for a maintenance contractor (the "Contractor"). On or before November 15, 2004, Parker Jordan shall advise Dove Valley of the lowest responsive, responsible bidder and the amount of the bid. Dove Valley and Parker Jordan shall notify each other no later than December 10, 2004 whether they have appropriated the funds for the Contractor for the ensuing year. Once the contract is awarded and the Contractor is engaged, Parker Jordan and Dove Valley shall each pay the Contractor fifty percent (50%) of the monthly stated amount in the contract payable in monthly installments as provided in the contract with the Contractor. The contract with the Contractor shall be annually renewable and shall be re-bid every three (3) years, or sooner at the request of either Parker Jordan or Dove Valley, to ensure that Parker Jordan and Dove Valley are receiving the best prices available. On or before December 10th of each year, Dove Valley and Parker Jordan shall notify each other whether they have appropriated the funds for the Contractor for the ensuing year.

Parker Jordan and Dove Valley shall be responsible for all costs associated with the ordinary and extra ordinary maintenance, repair, and replacement of the Median Improvements. Ordinary repair and maintenance shall include lawn mowing, trimming trees and shrubs, water and electricity. Extra ordinary maintenance and repair shall include, but is not limited to the repair and replacement of: curb and gutter, irrigation system, trees and shrubs. An estimate for any extraordinary costs shall be submitted by the Contractor to Parker Jordan and Dove Valley prior to the commencement of such work and Parker Jordan and Dove Valley shall mutually agree to the repair and maintenance and costs associated therewith. All costs associated with the ordinary and approved extraordinary repair and maintenance of the Median Improvements shall be borne equally by Parker Jordan and Dove Valley.

3. To the extent permitted by law, Parker Jordan and Dove Valley shall indemnify and hold harmless the County, and each other, their officers, employees, and agents, from any and all claims, damages, injuries, losses and expenses, including attorneys' fees, arising out of or resulting from the use, repair or maintenance of the Median Improvements.

4. Parker Jordan and Dove Valley shall maintain public liability insurance in the amount of not less than \$1,000,000 in any single occurrence, and \$400,000 for injury to two or more persons in any single occurrence, and Parker Jordan and Dove Valley shall provide the County a certificate of such insurance. Parker Jordan and Dove Valley shall require the Contractor to provide insurance coverages in the following amounts: workers' compensation insurance coverage in accordance with Colorado law; Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each

accident covering any auto. All coverages specified above shall waive any right of subrogation against the District and its directors, officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder." The Contractor shall provide certificates of insurance to Parker Jordan and Dove Valley, which certificates of insurance shall name Parker Jordan and Dove Valley as additional insureds to the policies.

5. Parker Jordan and Dove Valley shall be responsible for the repair or to pay for the repairs for any damage to the roads or sidewalks caused by the use, construction, repair or maintenance, including irrigation or watering, of the Median Improvements or of the landscaping within said medians.

6. All financial obligations of the Parker Jordan and Dove Valley hereunder shall be subject to annual budget and appropriation by each districts' Board of Directors.

7. If the County deems it necessary for the safety of the public to take any action with regard to the Median Improvements, including, but not limited to, maintenance and/or removal of the entire Median Improvements or any portion of the landscape improvements therein, the County agrees to provide notice to Parker Jordan and Dove Valley as set forth in this Agreement stating the action contemplated by the County as it relates to the landscape improvements ("Action"). An Action may also include the County's determination to terminate this Agreement. If Parker Jordan and Dove Valley fail to cure the matter specified as the Action within forty-five (45) days of receipt of such notice, Parker Jordan and Dove Valley shall be deemed to have consented to the Action. Notwithstanding the notice requirement contained in this section, in the event an emergency Action is necessary, the County may take such Action and

shall provide notice to Parker Jordan and Dove Valley on the next business day. The County agrees that it shall exercise reasonable efforts to minimize any damage to the landscape improvements as a result of any Action. Furthermore, the County agrees that if the landscape improvements are damaged by a third party, the County shall reasonably cooperate with Parker Jordan's and Dove Valley's attempt to recoup from such third party the costs of replacing the damaged landscape improvements. Parker Jordan and Dove Valley agree to fully reimburse the County for all assistance it provides Parker Jordan and Dove Valley in their attempt to recover costs from third parties, including staff time and attorney fees.

8. All notices, demands, requests or other communications to be sent hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the County:

Chairman
Board of County Commissioners
County of Arapahoe
5334 South Prince Street
Littleton, Colorado 80126-0001
Phone: (303) 795-4630
Fax: (303) 738-7894

To Dove Valley:

Dove Valley Metropolitan District
141 Union Boulevard, #150
Lakewood, Colorado 80228
Attn: Deborah McCoy
Phone: (303) 987-0835
Fax: (303) 987-2032

To Parker Jordan:

Parker Jordan Metropolitan District
c/o R.S. Wells L.L.C.
6399 S. Fiddler's Green Circle #102
Greenwood Village, Colorado 80111-4974
Attn: Bob Blodgett, Manager
Phone: (303) 779-4525
Fax: (303) 773-2050

With a copy to:

Sander Ingebretsen Miller & Parish, P.C.
700 17th Street, Suite 2200
Denver, Colorado 80202
Attn: Dianne D. Miller, Esq.
Phone: (303) 285-5300
Fax: (303) 285-5301

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

9. None of the parties hereto shall assign any of their rights nor delegate any of their duties hereunder to any person or entity without having first obtained the prior written consent of the other parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any

proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. This Agreement shall be governed and construed under the laws of the State of Colorado.

12. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

14. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties.

15. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

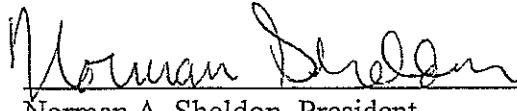
16. This Agreement shall pertain to all landscape medians within rights-of-way described in Exhibit A, attached hereto.

17. Nothing herein shall be construed as a waiver of the rights and privileges of the County, Parker Jordan or Dove Valley pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

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

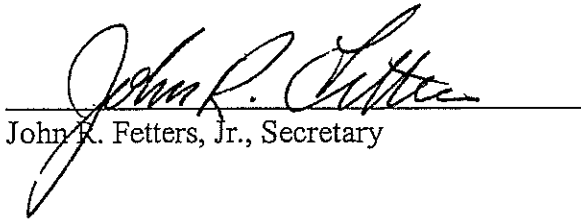
[Remainder of page intentionally left blank].

PARKER JORDAN METROPOLITAN DISTRICT



Norman A. Sheldon, President

ATTEST:


John R. Fetters, Jr., Secretary

DOVE VALLEY METROPOLITAN DISTRICT

Glenn R. Sandler, President

ATTEST:

David Peak, Secretary

For the Board of County Commissioners

David M. Schmit, P.E., Director, DSIM
Authorization pursuant to Resolution No. 030121

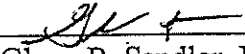
PARKER JORDAN METROPOLITAN DISTRICT

Norman A. Sheldon, President

ATTEST:

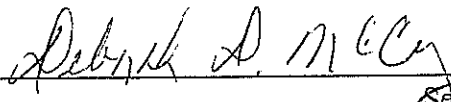
John R. Fetters, Jr., Secretary

DOVE VALLEY METROPOLITAN DISTRICT



Glenn R. Sandler, President

ATTEST:



Secretary

For the Board of County Commissioners

David M. Schmit, P.E., Director, DSIM
Authorization pursuant to Resolution No. 030121

PARKER JORDAN METROPOLITAN DISTRICT

Norman A. Sheldon, President

ATTEST:

John R. Fetters, Jr., Secretary

DOVE VALLEY METROPOLITAN DISTRICT

Glenn R. Sandler, President

ATTEST:

David Peak, Secretary

BOARD OF COUNTY COMMISSIONERS



Susan Beckman

Authorization pursuant to Resolution No. 040829

EXHIBIT A

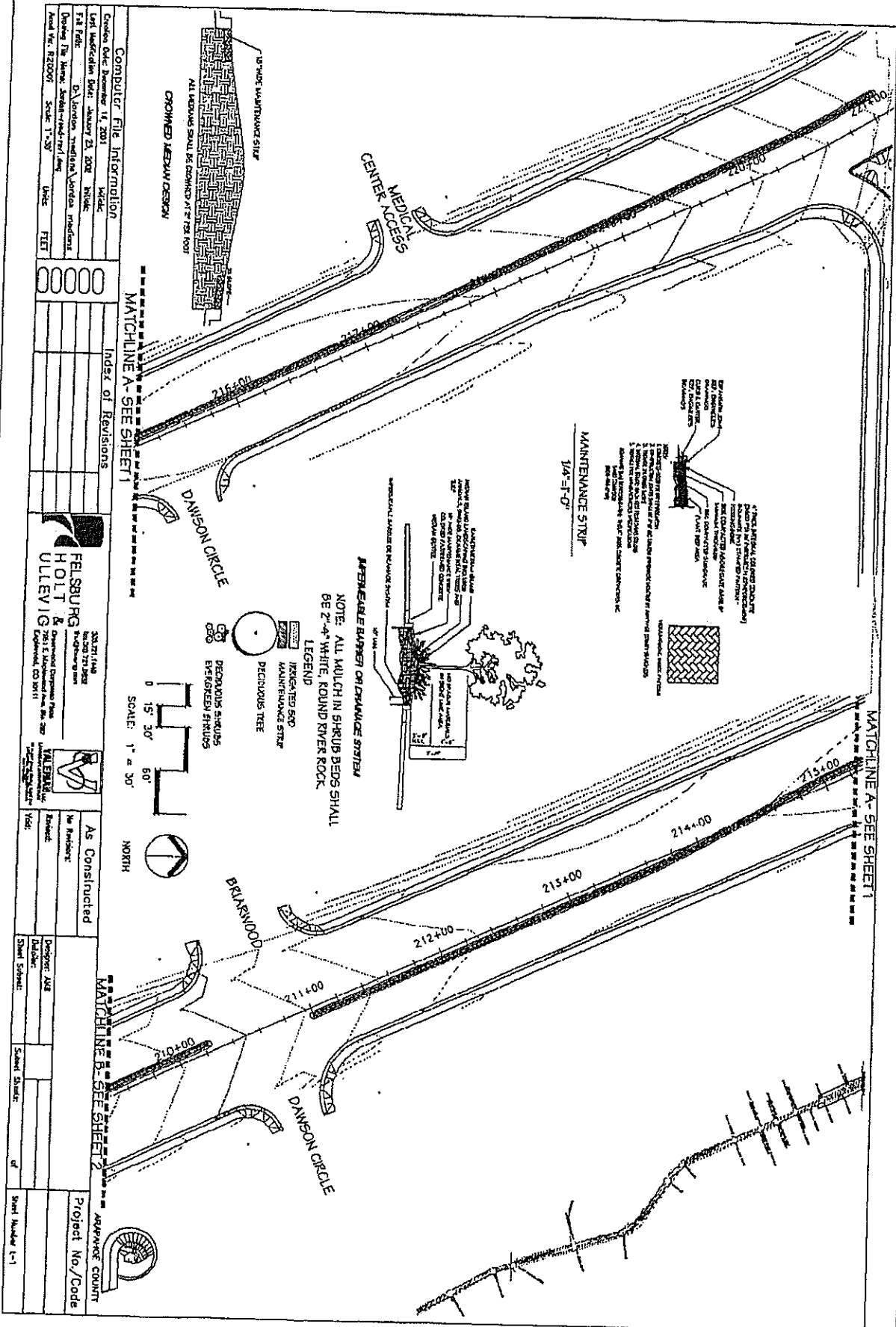
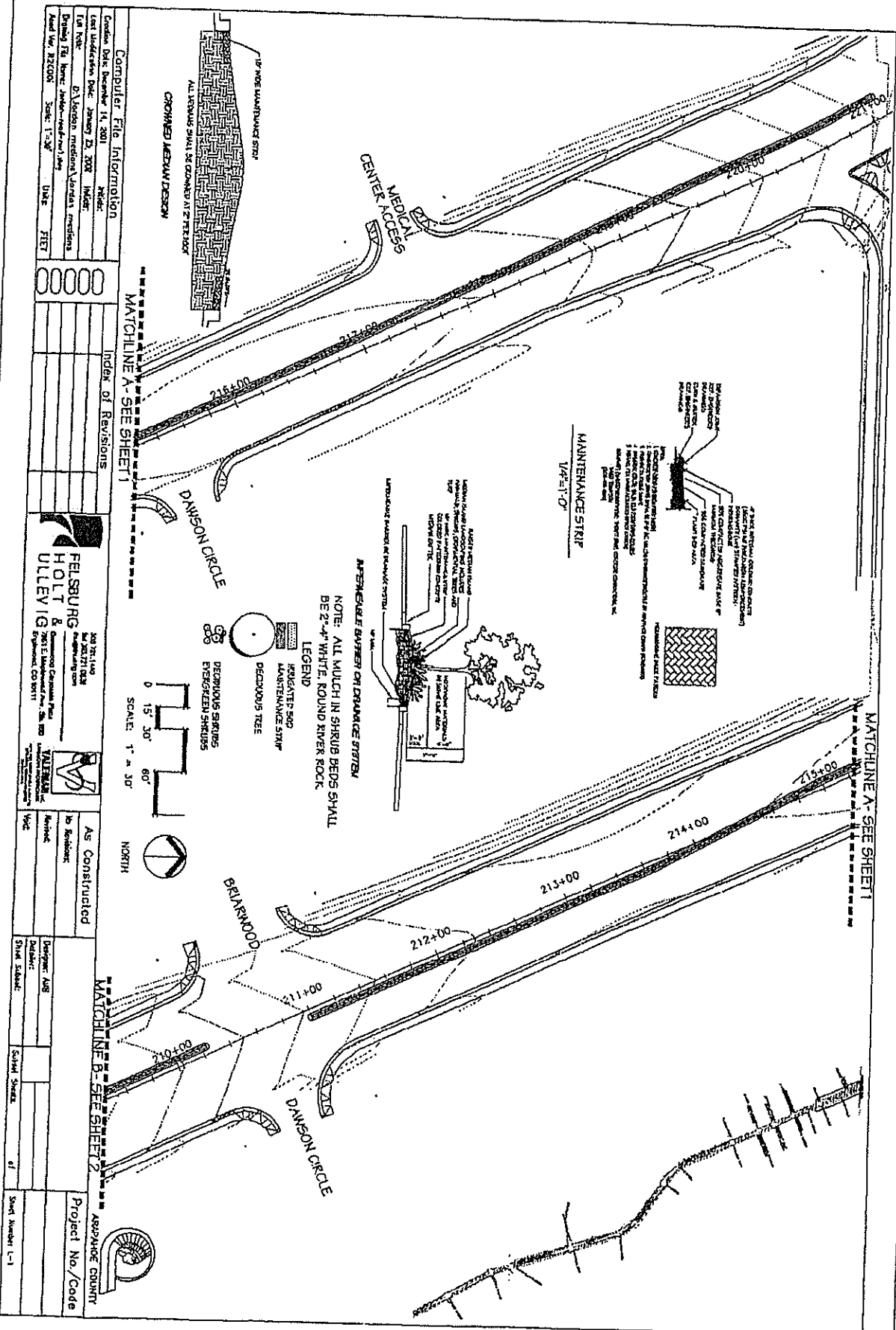


EXHIBIT A



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Plot File:	212001	Scale:	1" = 30'
		Date:	JET

Index of Revisions

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FELSBURG HOLT & UILEVIG
 300 7th Ave
 St. Petersburg, FL 34710
 727-321-1111
 www.felsburgholt.com

VALERIAN & ASSOCIATES
 2801 E. Landmark Pkwy., Ste. 200
 St. Petersburg, FL 34711
 727-321-1111
 www.valerian.com

As Constructed

By:	Author:
Checked:	Author:

As Proposed

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Checker:	
Sheet Number:	1 of 1
Project No./Code:	ASAP/AD0 COUNTY
Sheet Number:	1-1

EXHIBIT A

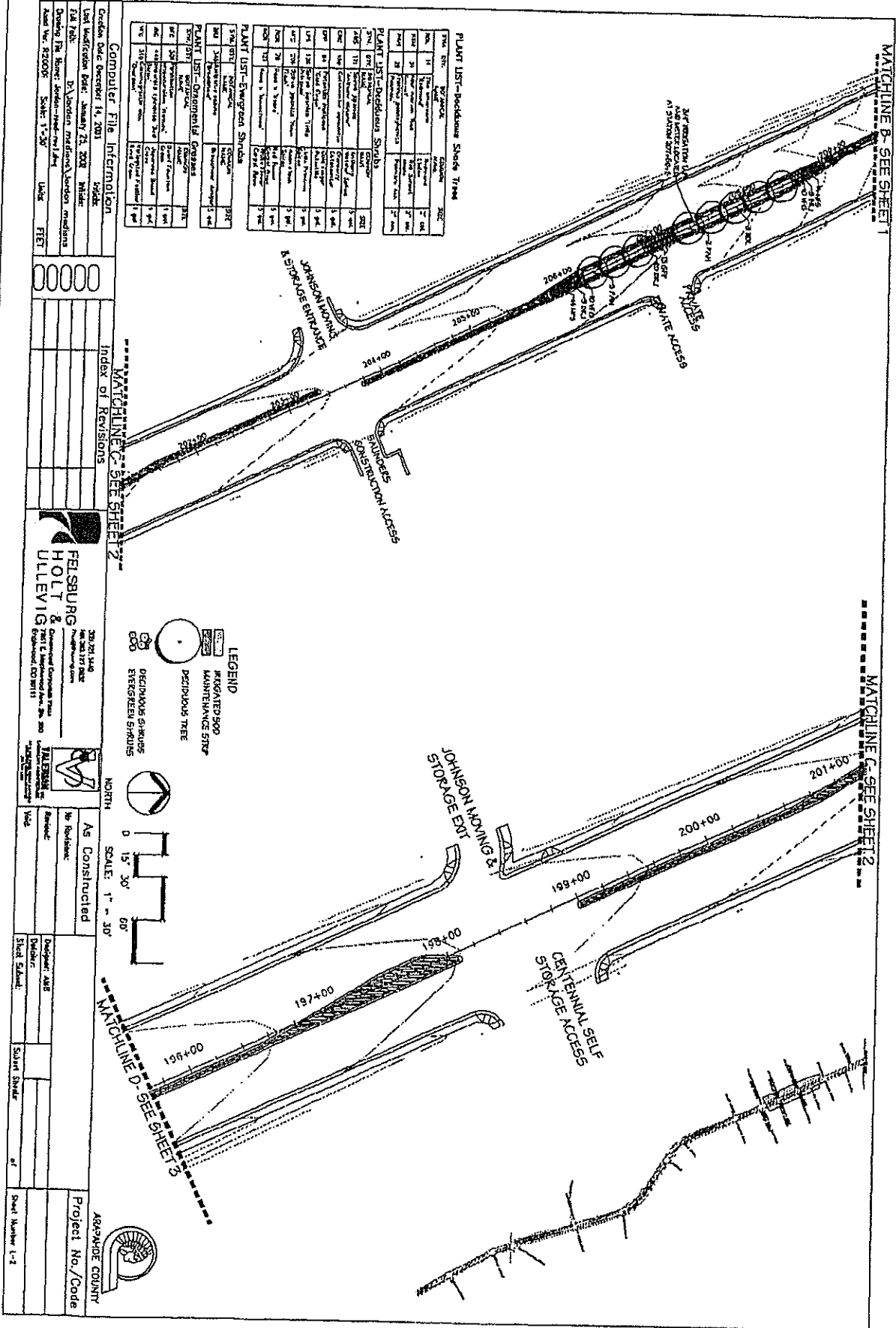
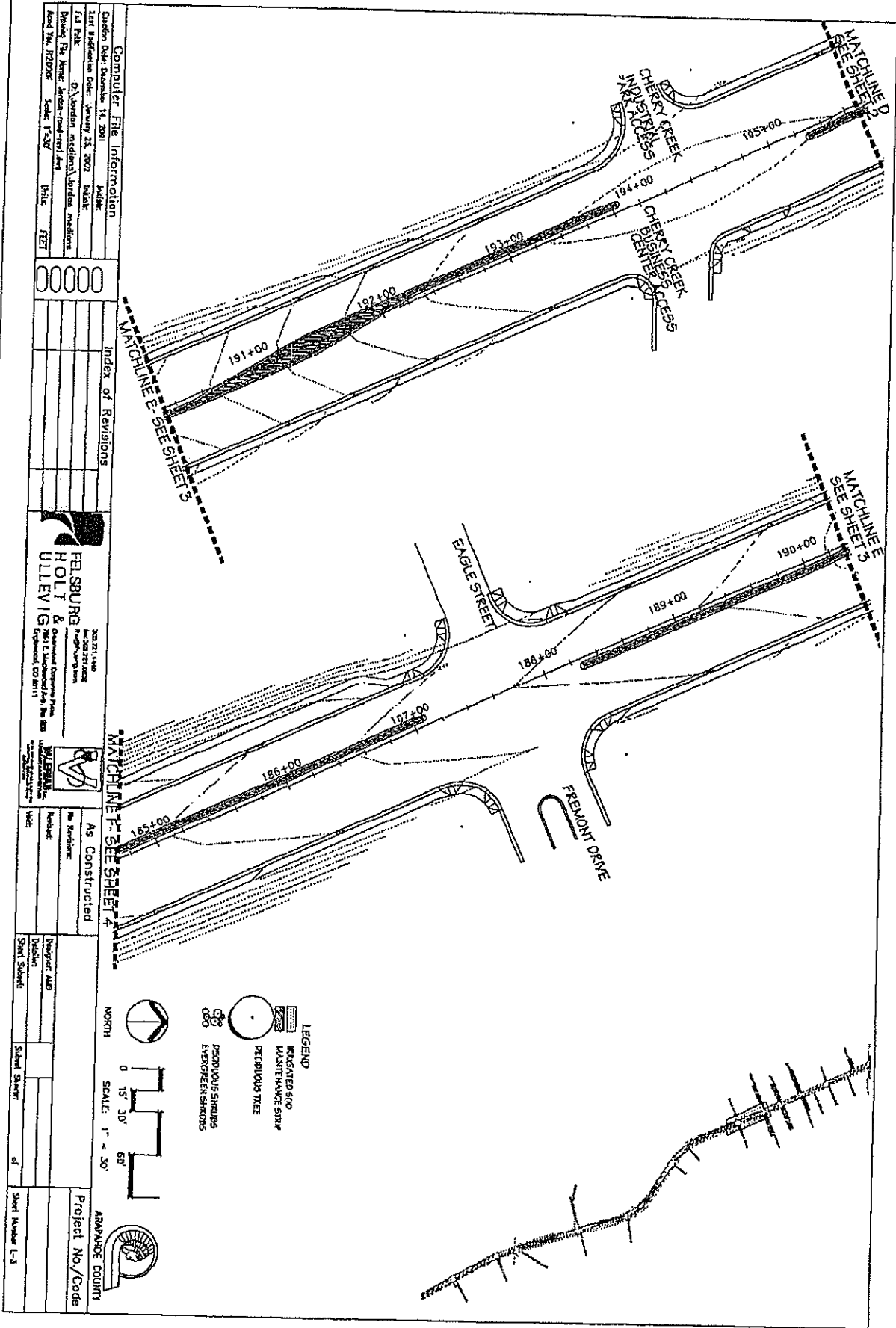


EXHIBIT A



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Sheet No.:	1-3	File:	FE1

Index of Revisions

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FELS BURG
HOLT &
ULEVIG

200 2711 1/4
 7811 E. Highway 7, Box 502
 Englewood, CO 80111

As Constructed

Revised:	As Constructed
Drawn:	Shari Schmitt
Checked:	Shari Schmitt
Scale:	1" = 30'

Legend

- RETRACTED AND PAINTED SIDE STRIP
- PERVIOUS SYNCHUS EVERGREEN SHRUBS
- PERVIOUS TREE

North Arrow

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Project No./Code

ARAPAHO COUNTY

Sheet Number: 1-3

EXHIBIT A

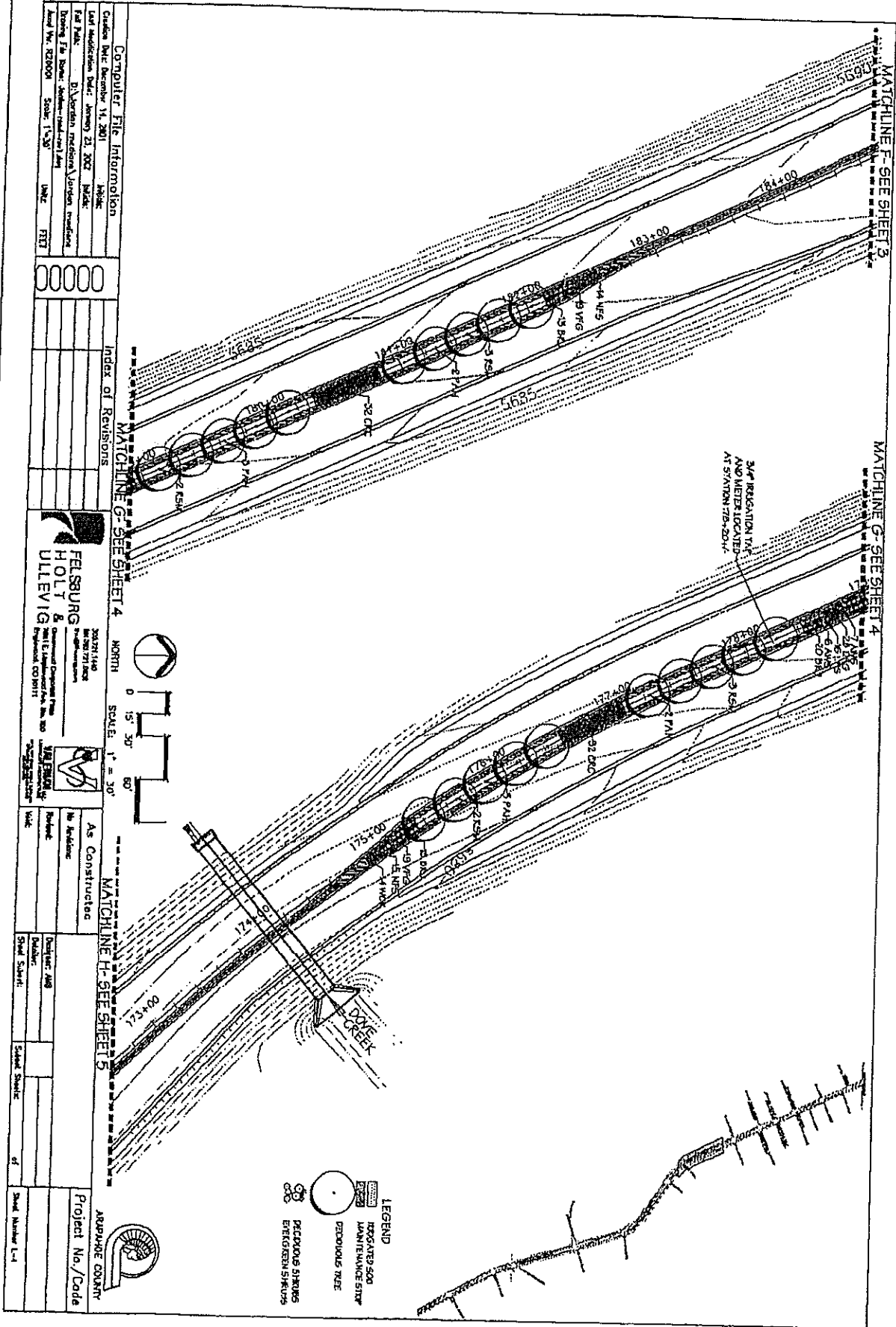
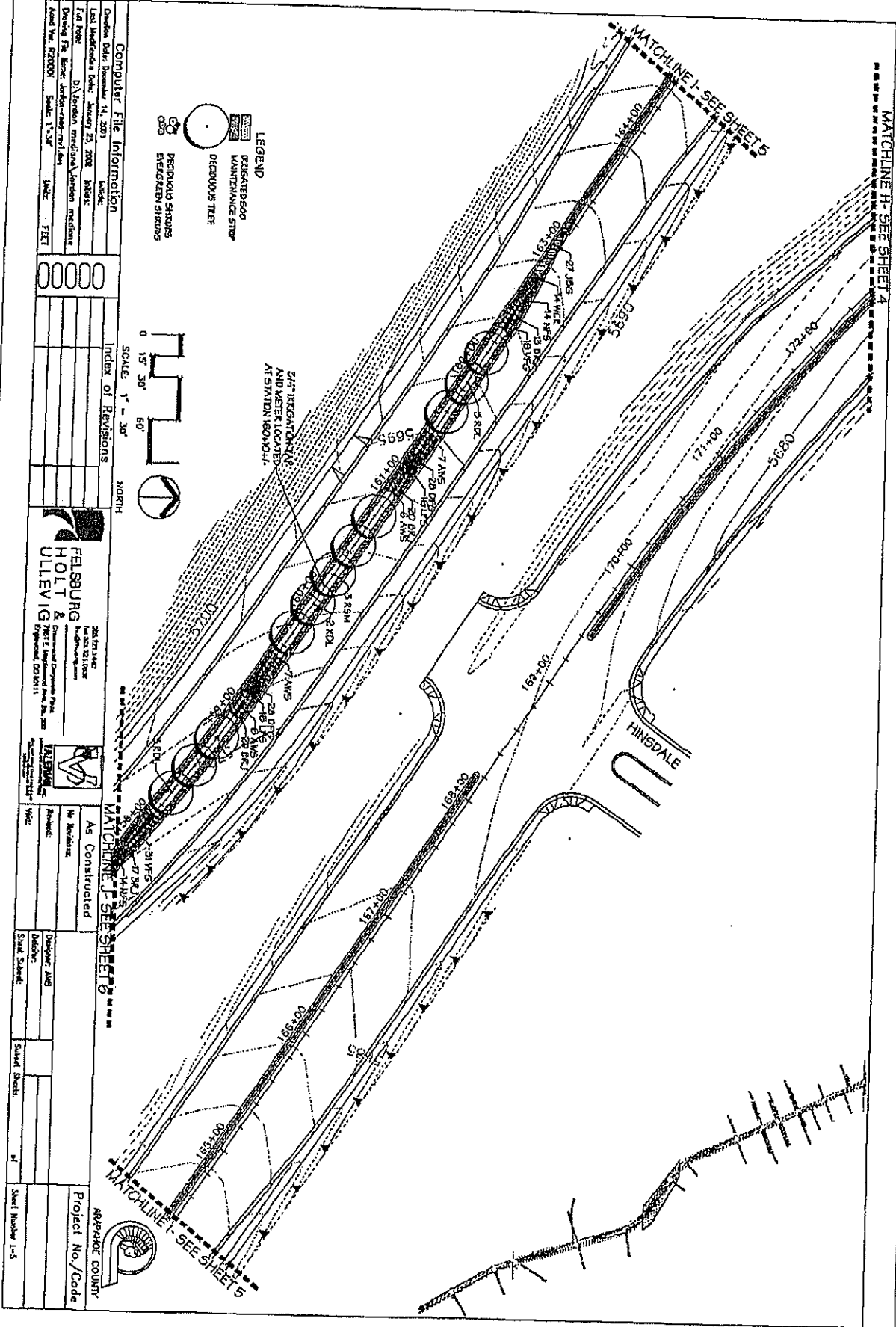


EXHIBIT A



Computer File Information

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Index of Revisions

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FELSBUING HOLT & ULEVIG
 CONSULTING ENGINEERS
 2607 14th St. NW
 Seattle, WA 98107
 Phone: (206) 461-1111
 Fax: (206) 461-1112
 Website: www.felsbuingholt.com

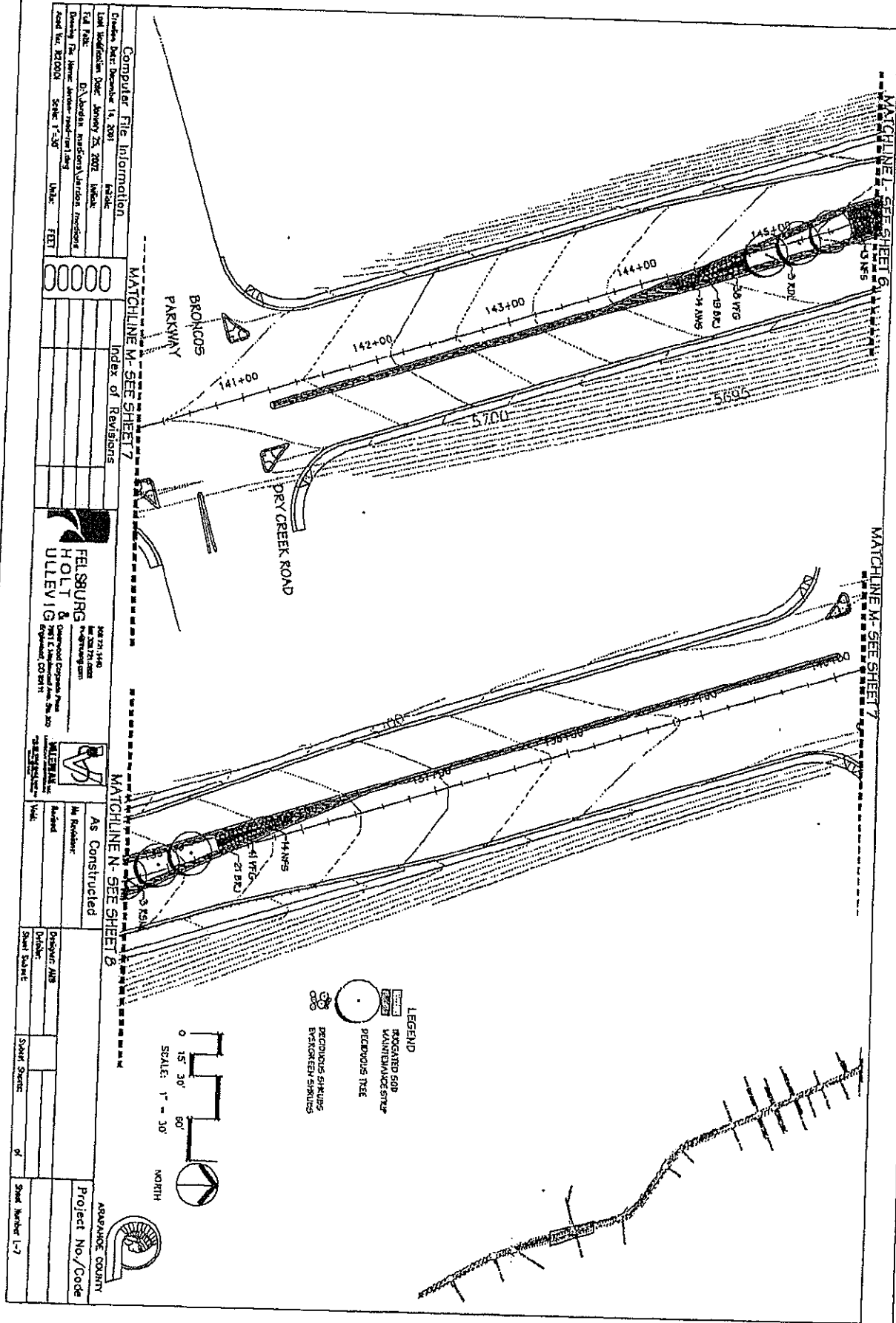
As Constructed

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Author:	
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Designer:	
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Scale:	

APPRAXITE COUNTY

Project No./Code	
Sheet Number 1-5	

EXHIBIT A



Computer File Information

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Project No.: 140000	Sheet: 1-8

Index of Revisions

FELSBURG & HOLT ULLERIG

Professional Engineer
 License No. 10000
 State of California
 1911 E. Main Street, Suite 200
 Folsom, CA 95630

As Constructed

ARAVANCO COUNTY

Project No./Code	
Sheet Number 1-7	

EXHIBIT A

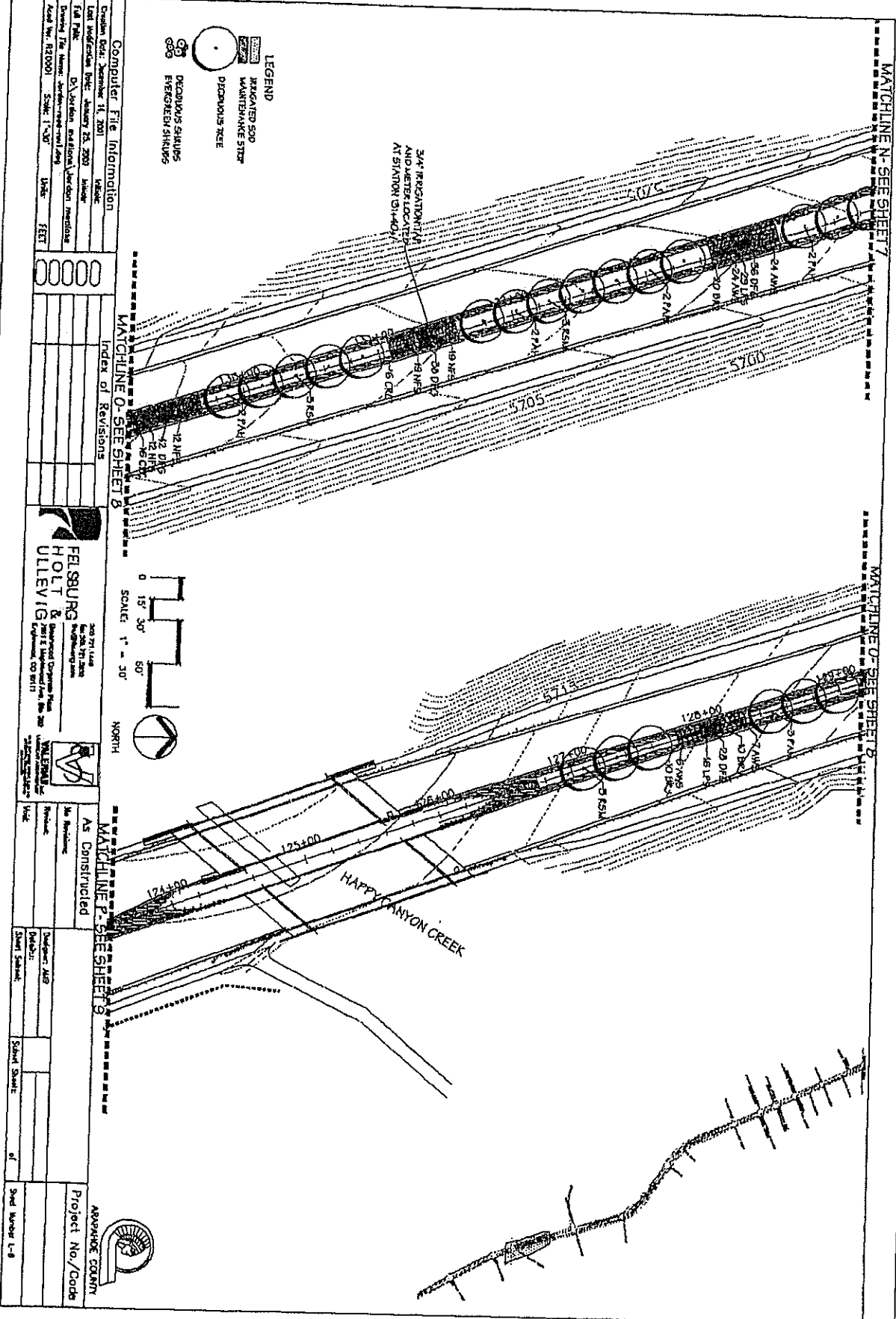
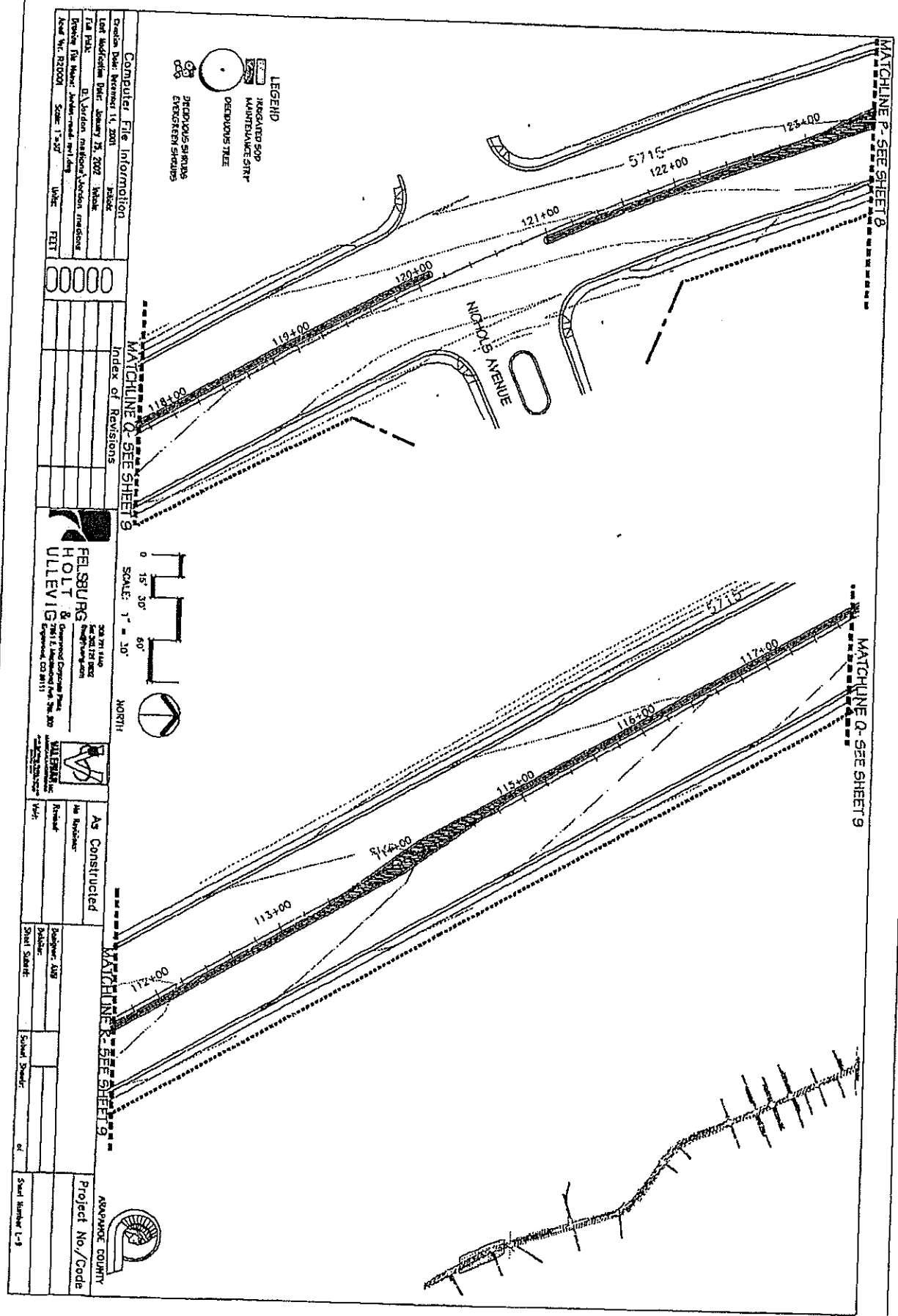


EXHIBIT A



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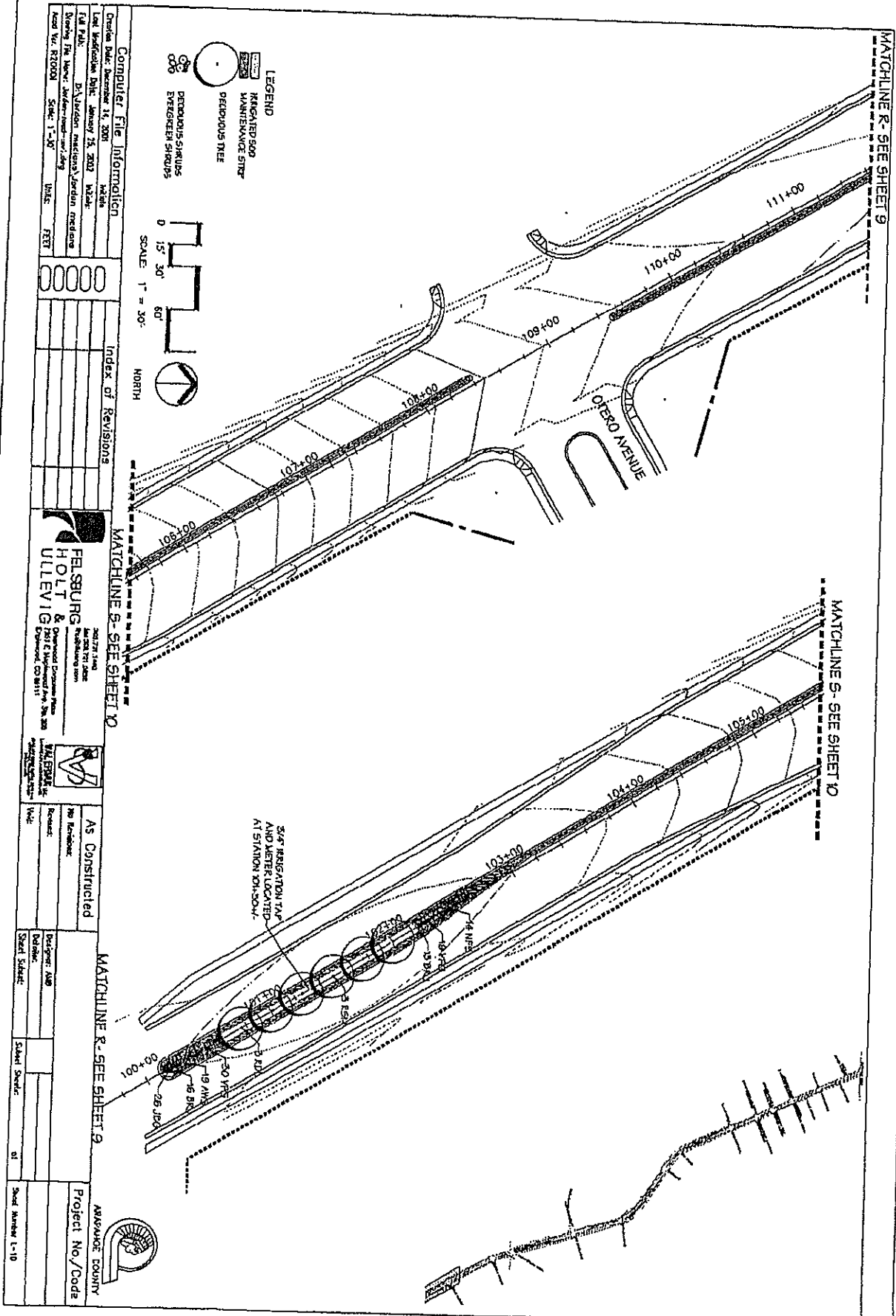
Index of Revisions

FELSBURG HOLT & ULLEVIIG
 308 271 410
 400 1st St
 Folsom, CA 95630
 (916) 938-1111

As Constructed

Project No./Code
 SAN JOAQUIN COUNTY
 Sheet Number 1-9

EXHIBIT A



Computer File Information

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Date:	RET

Index of Revisions

Matchline 9 - See Sheet 9

Matchline 10 - See Sheet 10

Matchline 11 - See Sheet 11

FELSBURG HOLT & ULEVIG

20277-1400
4400 20th St.
Houston, TX 77058
713-261-1100
www.felsburg.com

AS Constructed

Request: _____
No. Revisions: _____

Designer: AUB
Checker: _____
Scale: _____
Sheet Number: 01

ANKAWAKE COUNTY

Project No./Code _____

Sheet Number L-10