

E04-001

LANDSCAPE MEDIAN AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado (the "County") and Parker Jordan Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the state of Colorado.

WHEREAS, the County is the owner of certain rights-of-way located within the boundaries of the District along East Dry Creek Road, otherwise known as Broncos Parkway, from Jordan Road to South Parker Road; and

WHEREAS, the District desires to install and maintain median and the landscaping within medians located in these certain rights-of-way; and

WHEREAS, the District agrees to provide perpetual maintenance of the medians, including the landscaping installed therein.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The District shall submit to the County plans for any new construction and/or installation of the medians and the landscaping within the rights-of-way along East Dry Creek Road, otherwise known as Broncos Parkway, from Jordan Road to South Parker Road.
2. The County shall review said construction plans and, if approved, issue any necessary permits for said construction.
3. The District shall install the medians and landscaping in accordance with said approved plans. If irrigation is needed, only a drip irrigation system may be used

and it shall be designed in a manner that excess water does not overtop the curb and flow onto the roadway.

4. The District shall be responsible for all repair and maintenance of said medians and the landscaping therein and shall be responsible for payment of all expenses for any water and/or electrical service associated therewith.

5. The District 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 the District shall provide the County a certificate of such insurance.

6. The District shall be responsible for the repair or to pay for the repairs for any damage to the roads or sidewalks caused by the construction, repair or maintenance, including irrigation or watering, of the medians or of the landscaping within said medians.

7. The County may, at any time and without notice, take any action it deems necessary for the safety of the public, which action may include removal of the entire median or the landscaping therein.

8. This Agreement shall pertain to all landscape medians within rights-of-way on East Dry Creek Road, otherwise known as Broncos Parkway, from Jordan Road to South Parker Road.

9. Nothing herein shall be construed as a waiver of the rights and privileges of the district pursuant to the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended from time to time.

10. This Agreement constitutes the entire agreement between District and the County relating to the maintenance of medlans and sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, negotiations, or representations not expressly set forth herein are of no force and effect.

[Remainder of Page Intentionally Left Blank]

DISTRICT:

By: Parker Jordan Metropolitan District

Name: John L. Elter

Title: Secretary

ATTEST: [Signature]

For the Board of County Commissioners

[Signature] 2/23/04

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