

FIRST AMENDMENT TO LANDSCAPE MEDIAN AGREEMENT
(Jordan Road)

This FIRST AMENDMENT TO LANDSCAPE MEDIAN AGREEMENT (the "Amendment") is entered into this 1st day of December 2005 by and among the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Parker Jordan"), DOVE VALLEY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Dove Valley") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado (the "County"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Landscape Median Agreement, dated November 23, 2004 (the "Agreement"), which Agreement provides for the perpetual maintenance of certain Median Improvements, as that term is defined in the Agreement within the right-of-way along Jordan Road; and

WHEREAS, the Agreement does not clearly address the Parties' responsibilities with respect to the repair and replacement of the Median Improvements caused by third parties and the pursuit of damages as a result; and

WHEREAS, the Parties desire to amend the Agreement to set forth their understanding with respect to the repair and replacement of the Median Improvements in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT OF PARAGRAPH 2 OF THE AGREEMENT. Paragraph 2 of the Agreement shall be replaced in its entirety with the following paragraph:

"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 extraordinary maintenance, repair, and replacement of the landscaping improvements within the Median Improvements (the "Landscape Improvements") Ordinary maintenance, repair and replacement shall include lawn mowing, trimming trees and shrubs, water and electricity. Extraordinary maintenance and repair shall include, but is not limited, to the repair and replacement of the irrigation system within the Median Improvements, 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 Landscape Improvements shall be borne equally by Parker Jordan and Dove Valley. The County shall be responsible for all costs associated with the repair and replacement of hardscape improvements for the Median Improvements, including, but not limited to, curb, gutter and other concrete improvements. The Parties hereby agree that, in the event that any of the Landscape Improvements that are subject to this Agreement are damaged by a third party, the County, at its sole discretion, shall either assign any and all right of recovery it may have to the Landscape Improvements to Parker Jordan and/or Dove Valley, or shall reasonably cooperate with Parker Jordan's and/or Dove Valley's attempt to recoup from such third party the costs of replacing the Landscape Improvements. Parker Jordan and Dove Valley agree to reimburse the County for all reasonable assistance it provides to Parker Jordan and Dove Valley in Parker Jordan's and/or Dove Valley's attempt to recover costs from third parties."

2. PRIOR PROVISIONS EFFECIIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. DEFINED TERMS Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

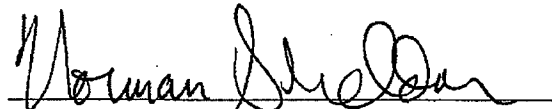
4. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

5. COUNTERPART EXECUTION. This Amendment 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.

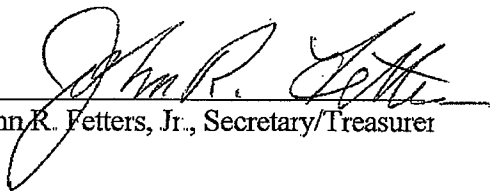
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the date and year first written above.

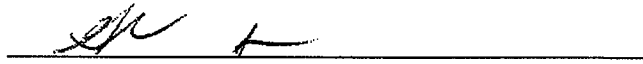
PARKER JORDAN METROPOLITAN DISTRICT


Norman A. Sheldon, President

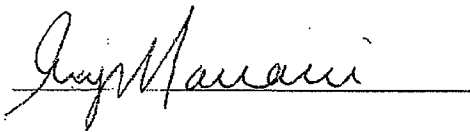
ATTEST:


John R. Fetters, Jr., Secretary/Treasurer

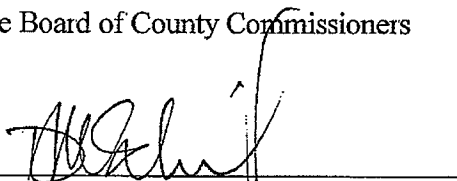
DOVE VALLEY METROPOLITAN DISTRICT


_____, President

ATTEST:



For the Board of County Commissioners


David M. Schmidt, P.E., Director, DSIM
Authorization Pursuant to Resolution No. 050048