

AGREEMENT REGARDING LANDSCAPE IMPROVEMENT PROJECT

This AGREEMENT (the "Agreement") is entered into this 25 day of August 2009 by and between PARKER JORDAN METROPOLITAN DISTRICT (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado; ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY (the "ACWWA"), a political subdivision of the State of Colorado; and SOUTHCREEK MASTER HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Colorado nonprofit corporation; individually referred to herein as the "Party" and collectively referred to herein as the "Parties".

WHEREAS, the District was formed and exists as a special district pursuant to § 32-1-101, *et seq.*, C.R.S. for the purpose of providing certain public improvements, facilities and services, to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d) & (f), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, pursuant to § 29-1-204.2(3)(b), C.R.S., ACWWA is permitted to enter in contracts ; and

WHEREAS, the Parties wish to cooperate to facilitate the construction and maintenance of certain public landscape improvements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms upon which the Parties have agreed to cooperate in constructing and maintaining certain landscape improvements within property known as ACWWA's Race 1 Well Site (the "Property"). Such landscape improvements are described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Project").

2. Construction. The District shall manage the construction and installation of the Project. The contractor selected for the Project shall supply a one year warranty on all work provided and must obtain a triple obligee bond relating to the Project naming each Party as an obligee. Any Party shall have the authority to initiate any claims associated with Project, at their sole cost and expense, and each Party agrees to cooperate with the other Parties in prosecution of any such claim, but without financial liability therefor.

3. Project Costs. The District and ACWWA agree to split all design, construction and installation costs associated with the Project equally up to Five Thousand Dollars (\$5,000) each.

Total costs shall not exceed Ten Thousand Dollars (\$10,000) without the written consent of the District and ACWWA.

The District shall pay contractor invoices for Project costs upon presentment and shall submit payment request for half of all invoices from ACWWA. ACWWA shall reimburse the District within thirty (30) days of receiving such payment request. Upon completion of the Project, the District shall provide ACWWA with a final accounting of the Project costs.

4. Ownership. The Parties agree that upon completion of the Project, ACWWA shall accept ownership of the Project improvements.

5. Maintenance. The Parties agree that upon completion of the Project, the Association shall be solely responsible for the maintenance, repair and replacement (subject to warranty), as necessary, of the Project improvements. Such maintenance, repair and replacement shall be completed by the Association within a reasonable timeframe. In the event the Association fails to reasonably perform maintenance, repair or replacement in a reasonable timeframe, then ACWWA may do so and collect the costs thereof, plus all costs of collection, including attorneys' fees and costs, from the Association. The Association shall have access, with accompaniment by an ACWWA representative, as necessary to perform its obligations under this paragraph, including without limitation, the right to enter the well vault to access and activate, winterize and maintain and repair the irrigation back flow device. In addition to the specifications for the irrigation system set forth in **Exhibit A**, the irrigation system shall include a four station electric irrigation controller with continuous power, connected to four electric irrigation valves. The irrigation controller shall be located outside of the well vault, and access to the controller shall be provided to the Association as necessary to perform its obligations under this paragraph.

6. Irrigation for Project. ACWWA agrees to provide water for irrigation of landscape improvements associated with the Project so long as the total water used to irrigate the landscape improvements associated with the Project does not exceed the water currently being provided by ACWWA to irrigate the already existing landscape improvements on the Property. It is agreed that ACWWA currently provides approximately 35,000 gallons of water to irrigate the Property. In the event the total water used to irrigate the landscape improvements associated with the Project exceeds the approximated 35,000 gallons in a given calendar year, ACWWA shall invoice the Association for the additional water usage, at its then current water rate.

7. Abandonment of Race 1 Well. In the event that ACWWA abandons the Race 1 Well, the Association would then need to either:

- a. purchase an irrigation water tap from ACWWA for continued irrigation of the landscape improvements associated with the Project, or
- b. share equally with ACWWA in the cost to remove the installed landscaping improvements associated with the Project and reseed with native grasses with no continued irrigation.

8. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

9. Assignment. No Party shall assign this Agreement or any interest hereunder in whole or in part, without the prior written consent of each of the other Parties. Any assignment attempted with the prior written consent of all Parties hereto shall be deemed void, which consent shall not be unreasonably withheld, and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

10. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to any Party hereto, by the other Parties shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To the District:

Parker Jordan Metropolitan District
c/o RS Wells, LLC
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111

With a copy to:

Dianne D. Miller
Miller Rosenbluth, LLC
700 17th Street, Suite 2200
Denver, Colorado 80202

To ACWWA:

Arapahoe County Water and Wastewater Authority
Attention: Manager
13031 East Caley Avenue
Centennial, Colorado 80111

With a copy to:

Grimshaw and Haring, P.C.
Attention: Rick Kron
1700 Lincoln Street, Suite 3800
Denver, Colorado 80203

To the Association:

c/o Hammersmith Management
Attn: Karl Block
5619 DTC Parkway, Suite 900
Greenwood Village, CO 80111

With a copy to:

Mark K. Payne
Winzenburg, Leff, Purvis & Payne, LLP
1660 Lincoln St., Suite 1550
Denver, CO 80264

Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

12. Governing Law/Venue. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the district court for Arapahoe County, Colorado. Each Party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in Arapahoe County, Colorado, and the State of Colorado.

13. Binding Agreement. This Agreement shall inure to and be binding on the administrator, successors, and permitted assigns of the Parties hereto.

14. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

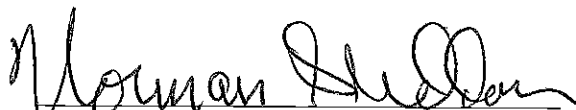
15. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

16. Authority To Enter Into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

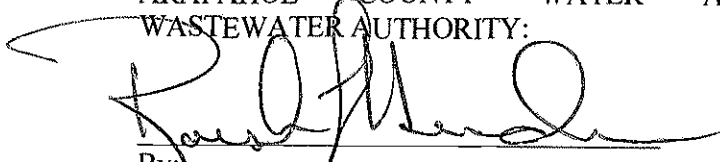
PARKER JORDAN METROPOLITAN DISTRICT:


Norman A. Sheldon, President

ATTEST:


~~Allen Keesen, Assistant Secretary~~
Clint Waldron, Assistant Secretary/Treasurer

ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY:


By: _____
Its: _____

ATTEST:

By: _____
Its: _____

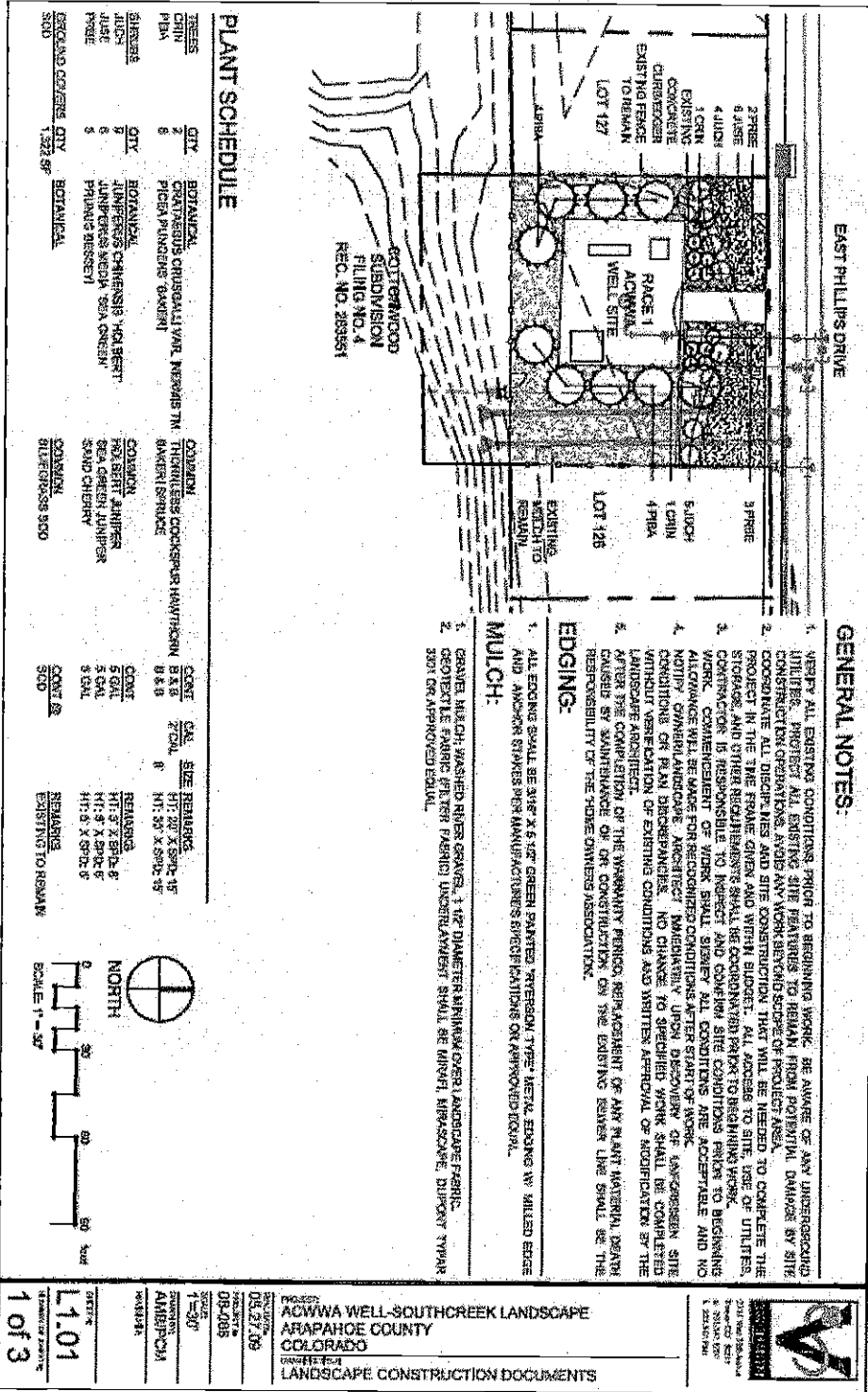
SOUTHCREEK MASTER HOMEOWNERS
ASSOCIATION, INC.

Amy E. Laughlin
By: Amy E. Laughlin
Its: President

ATTEST:

By: June M. Sexton
Its: Treasurer

EXHIBIT A PROJECT



ACOWA WELL-SOUTHCREEK LANDSCAPE
ARAPAHOE COUNTY
COLORADO
LANDSCAPE CONSTRUCTION DOCUMENTS



SOIL SPECIFICATIONS:

1. ANY PLANTING AREA THAT DOES NOT MEET THE FOLLOWING SOIL PREPARATION REQUIREMENTS ARE SUBJECT TO RECTIFICATION BY LANDSCAPE ARCHITECT/CONTRACTORS REPRESENTATIVE DIRECTION.
2. LANDSCAPE CONTRACTOR IS REQUIRED TO NOTIFY LANDSCAPE ARCHITECT/CONTRACTORS REPRESENTATIVE A MINIMUM OF 24 HOURS PRIOR TO BEGINNING SOIL PREP WORK. SOIL PREP NOT INSPECTED BY LANDSCAPE ARCHITECT/CONTRACTORS REPRESENTATIVE IS SUBJECT TO RECTIFICATION AT ANY TIME PRIOR TO INITIAL ACCEPTANCE.
3. TOPSOIL SHALL BE FERTILE, FINE, PRIVATE, SANDY LOAM FROM THE W. HORIZON AND SHALL BE FREE OF STEMS OVER .75" IN DIAMETER, RESIDUE, PLANTS OR THEIR ROOTS, STICKS, ROCKS OR OTHER DEBRIS, SOIL, STEEL, PLANTS, OR OTHER MATERIAL WHICH WOULD BE DETERMINED TO BE HARMFUL TO PLANT GROWTH.
4. ANY SOIL MANAGEMENT SHALL CONSIST OF: SRY, WELL SORTED, FRACTIONATED, WASHED MINERAL SANDS, FINEST SANDS, OR OTHER SOIL AS APPROVED FROM ANY COMPANY. SOIL MUST BE RECENTLY ANALYZED FOR NUTRIENT CONTENTS AND PH. RECENT NUTRIENT ANALYSIS TO DETERMINE PRODUCE CONCENTRATION AND PROOF NO LATE WASHED STEERS AND CHEMICAL RESIDUES ARE PRESENT.
5. PREPARED REPORT FOR THE SOIL PLANTING SHALL BE A MIX OF 20 INCHES DEEP, 10 INCHES WIDE, AND US ORGANIC SOIL AMENDMENT. WASHED STEERS AND SANDS ARE LOCATED IN LARGE BEDS PROVIDE SOIL AMENDMENT AT A RATE OF FIVE CUBIC YARDS PER ONE THOUSAND SQUARE FEET AND TILL EIGHT INCHES INTO THE SOIL THROUGHOUT THE ENTIRE PLANTING BED. NOT JUST IN EXCAVATED PLANTING HOLES.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL LOCATE ALL TREES, SHRUBS AND PLANTING BEDS ACCORDING TO LOCATIONS SHOWN ON DRAWINGS. ALL PLANTING LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO THE START OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR SHALL HAVE INDICATORS IN LOCATIONS AS DIRECTED BY LANDSCAPE ARCHITECT. ALL TREES SHALL BE LOCATED A MINIMUM OF 10 FEET FROM THE EXISTING DRIVE LINES AND STAMINUM PROMENADING WATER LINES.
2. THE PLANT SPECIES IS FOR CONTRACTORS CONVENIENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND REPORTING IN WRITING TO THE LANDSCAPE ARCHITECT ANY CONFLICTING INFORMATION RELATIVE TO THE LANDSCAPE CONSTRUCTION DOCUMENTS. VALERIAN LLC SHALL AND RESOLVE ANY ERRORS OR OMISSIONS IN THE PLANT SPECIES LISTED HEREIN. THE PLANT SPECIES SHOWN ON THE LANDSCAPE PLAN SHALL BE INSTALLED THERE BE ANY DISCREPANCIES IN QUANTITIES BETWEEN THE PLAN AND PLANT SPECIES LIST.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT PROTECTION AND MAINTENANCE THROUGHOUT INSTALLATION AND UNTIL FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION AS FOLLOWS:
 - A) ALL PLANT MATERIAL SHALL BE PROTECTED FROM TIME OF DIPPING TO TIME OF FINAL ACCEPTANCE. FROM INJURY, EXCESSIVE DRYING FROM WINDS, IMPROPER VENTILATION, OVERWATERING, FREEZING, HIGH TEMPERATURES, OR ANY OTHER CONDITION DAMAGING TO PLANTS.
 - B) PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY IF POSSIBLE. ALL PLANTS MUST PLANTED ON THE DAY OF DELIVERY SHALL BE PLACED IN A TEMPORARY MEDIUM AND KEPT MOIST, SHADDED AND PROTECTED FROM THE SUN AND WIND. EACH PLANT SHALL BE COVERED ENTIRELY WITH MULCH. ALL PLANT MATERIALS SHALL BE INSTALLED PER THE LANDSCAPE ARCHITECT'S SPECIFICATIONS.
 - C) LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT MATERIALS THAT COMPLY WITH THE REQUIREMENTS OF THE MOST RECENT ANSI Z 601 STANDARDS FOR NURSERY STOCK UNLESS OTHERWISE SPECIFIED. CALIBER OF B&B TREES SHALL BE TAKEN 6 INCHES ABOVE THE GROUND UP TO AND INCLUDING 4 INCH CALIBER SIZE AND 12 INCHES ABOVE THE GROUND FOR LARGER SIZES.

PLANTING NOTES: (CONT.)

- D) PLANTING MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, RESETTling PLANTS TO PROPER GRASSES OR POSITION, REPAIRING/RESETTING SETTLED GRASSES, HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION.
- E) PLANT MAINTENANCE SHALL INCLUDE THOSE OPERATIONS NECESSARY TO PROPER GROWTH AND SURVIVAL OF ALL PLANT MATERIALS. CONTRACTOR SHALL PROVIDE HIS WORK IN ADDITION TO SPECIFIC MAINTENANCE/PLANTING.
- F) CONTRACTOR SHALL VERIFY AND MAINTAIN ALL BARRIERS, CLEAN ZONES AND SIGHT TRIANGLES REQUIRED BY ALL LOCAL AND MUNICIPAL CODES WHERE APPLICABLE. LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE INSTALLATION IS COMPAATIBLE WITH EXISTING SITE ELEMENTS SUCH AS EXISTING STORM DRAINAGE OR OTHER CONSTRUCTION AND DOES NOT CONFLICT WITH ANY PRE-EXISTING INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS AS DESIGNATED ON THIS PLAN.

IRRIGATION NOTES:

1. THE CONTRACTOR IS TO VERIFY AND ADAPT THE EXISTING AUTOMATIC IRRIGATION SYSTEM TO THE PLANTING AREAS. CONTRACTOR SHALL VERIFY AND ADAPT THE EXISTING AUTOMATIC IRRIGATION SYSTEM TO THE PLANTING AREAS. CONTRACTOR SHALL VERIFY AND ADAPT THE EXISTING AUTOMATIC IRRIGATION SYSTEM TO THE PLANTING AREAS.
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2 of 3

ACOWA WELL SOUTH CREEK LANDSCAPE
ARAPAHOE COUNTY
COLORADO

LANDSCAPE CONSTRUCTION DOCUMENTS

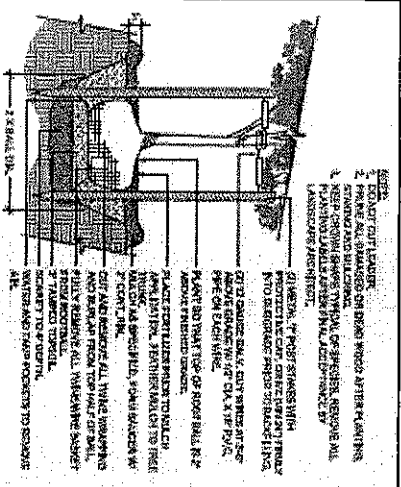
DATE: 08/27/20

PROJECT: ACOWA WELL SOUTH CREEK LANDSCAPE

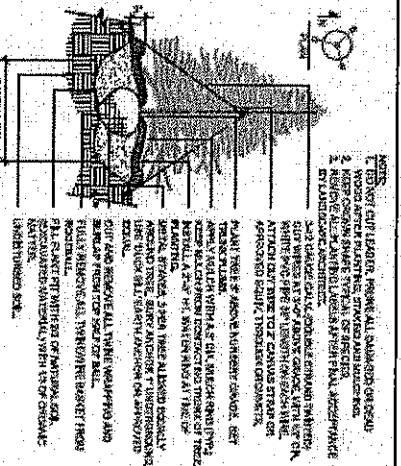
CLIENT: ARAPAHOE COUNTY

SCALE: AS SHOWN

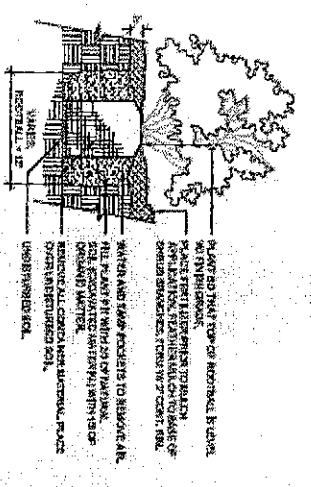
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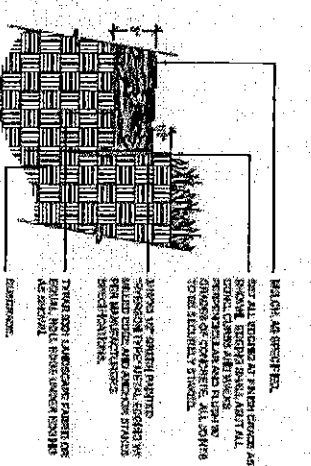
1 DECIDUOUS TREE
1/2" = 1'-0"



2 EVERGREEN TREE PLANTING
1/2" = 1'-0"



3 SHRUB PLANTING
1/2" = 1'-0"



4 STEEL EDGER
1/2" = 1'-0"

ACWWA WELL-SOUTHCREEK LANDSCAPE
ARAPAHOE COUNTY
COLORADO
LANDSCAPE CONSTRUCTION DOCUMENTS

DATE	1-1-03
3 of 3	
PROJECT NO.	02-0189
DATE	1-3-07
DESIGNER	AMANDA
DATE	
PROJECT NO.	02-0189
DATE	1-3-07
DESIGNER	AMANDA
DATE	