

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.

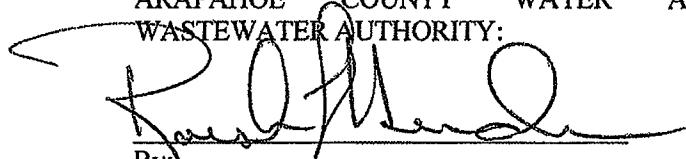
PARKER JORDAN METROPOLITAN
DISTRICT:


Norman A. Sheldon, President

ATTEST:


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

ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY:


By: _____
Its: _____

ATTEST:

By: _____
Its: _____

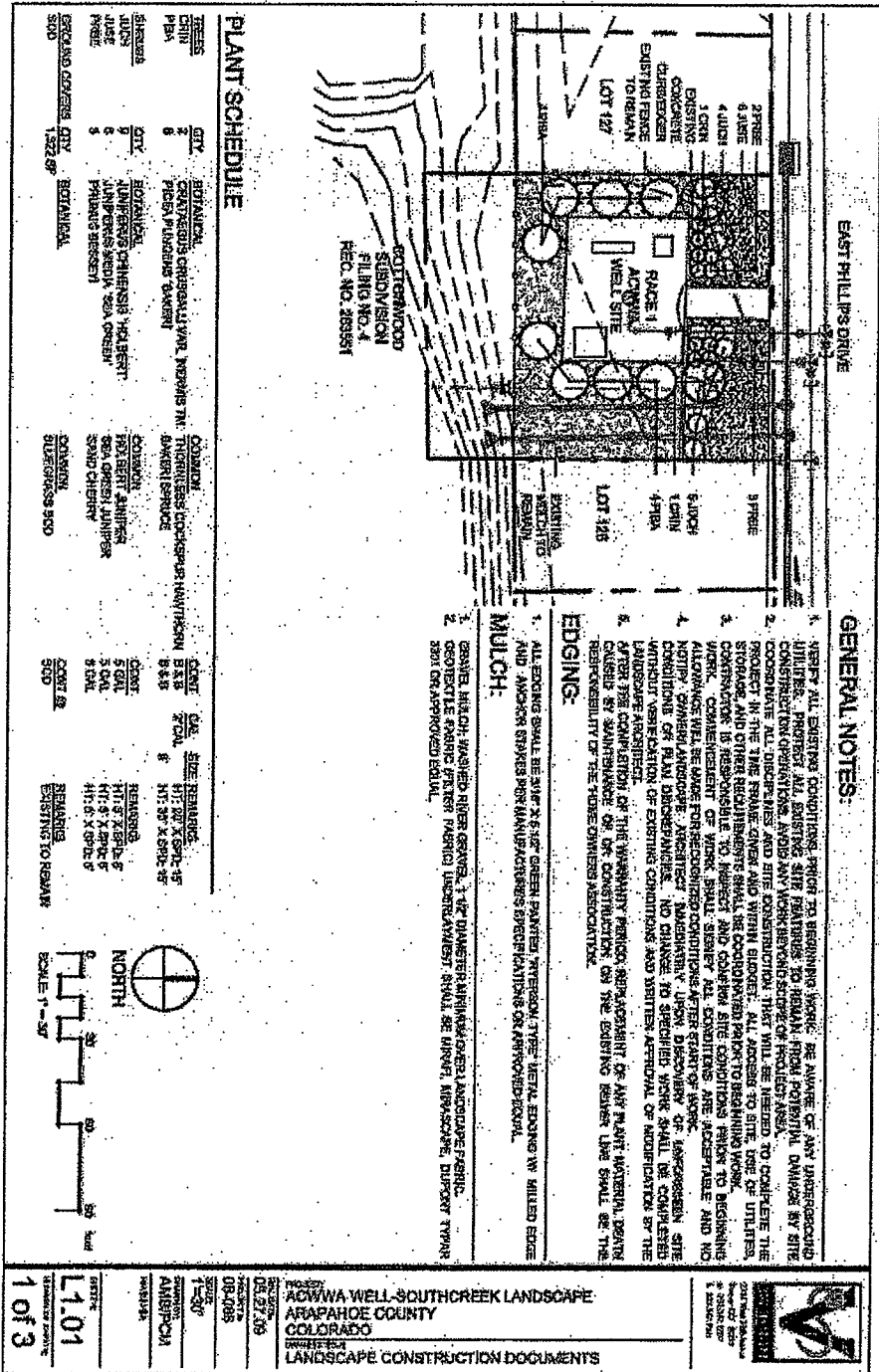
SOUTHCREEK MASTER HOMEOWNERS
ASSOCIATION, INC.

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

ATTEST:

By: James M. Sutton
Its: Treasurer

EXHIBIT A PROJECT



GENERAL NOTES:

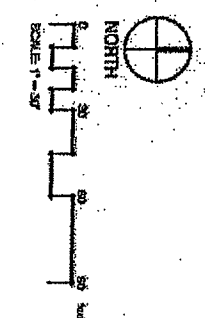
1. VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK. BE AWARE OF ANY UNDERGROUND UTILITIES, PREVIOUS AND EXISTING SITE FEATURES TO REMAIN FROM POTENTIAL DAMAGE BY SITE CONSTRUCTION OPERATIONS AND ANY WORKING SCOPE OF PROJECT AREA.
2. COORDINATE ALL DISCIPLINES AND SITE CONSTRUCTION THAT WILL BE NEEDED TO COMPLETE THE PROJECT IN THE TIME FRAME GIVEN AND WITHIN BUDGET. ALL ACCESS TO SITE, USE OF UTILITIES, STORAGE, AND OTHER REQUIREMENTS SHALL BE COORDINATED PRIOR TO BEGINNING WORK.
3. CONTRACTOR IS RESPONSIBLE TO INSPECT AND CORRECT SITE CONDITIONS PRIOR TO BEGINNING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONTRACT DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. ANY UNACCEPTABLE SITE CONDITIONS SHALL BE CORRECTED PRIOR TO BEGINNING WORK. ANY UNACCEPTABLE SITE CONDITIONS SHALL BE CORRECTED PRIOR TO BEGINNING WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. NO CHANGE TO SPECIFIED WORK SHALL BE CONSIDERED WITHOUT WRITTEN APPROVAL OF THE ARCHITECT.
5. AFTER THE COMPLETION OF THE WARRANTY PERIOD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING WATER LINE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

MULCH:

1. ALL EXISTING SHALL BE REPLACED WITH GREEN PINE MULCH. TYPE: METAL EDGING W/ MILLED EDGES AND ANCHOR STAPLES FOR DIMENSIONALITY OF PROJECTIONS OR PROTRUSIONS.
2. EXISTING MULCH, WASHED RIVER GRAVEL, 1" UP QUARTER ANCHOR GENERAL LANDSCAPE FABRIC, GEOTEXTILE FABRIC FILTER FABRIC UNDERLAYER SHALL BE DUMPED, REWORKED, DUMPED AGAIN 200' OR APPROVED EQUAL.

PLANT SCHEDULE

PLANT	QTY	BOTANICAL	CULTIVAR	COMMENTS	SIZE	REMARKS
SHRUBS	8	CRATAEGUS CRUGNATA VAR. WEDDERS TM.	THORNLESS DOGWOOD	PLANT SERVICE	8 x 8	PLANT SERVICE
TREES	2	QUERCUS GRACILIS	WHITE OAK	PLANT SERVICE	12" DBH	PLANT SERVICE
GRASS	1	POA PRENSILIS	POA PRENSILIS	PLANT SERVICE	1" DBH	PLANT SERVICE
PERENNIAL	5	PHLOX	PHLOX	PLANT SERVICE	1" DBH	PLANT SERVICE
ANNUAL	5	PHLOX	PHLOX	PLANT SERVICE	1" DBH	PLANT SERVICE
EDGING	500	EDGING	EDGING	PLANT SERVICE	1" DBH	PLANT SERVICE



SOIL SPECIFICATIONS:

1. ANY PLANTING AREA THAT DOES NOT MEET THE FOLLOWING SOIL PREPARATION REQUIREMENTS SHALL BE SUBJECT TO REDUCTION AT LANDSCAPE ARCHITECT'S DISCRETION. REDUCTIONS WILL BE REPERCUSSIVE TO THE CONTRACTOR'S RESPONSIBILITIES.
2. LANDSCAPE CONTRACTOR IS REQUIRED TO NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY UPON IDENTIFICATION OF A MINOR OR MAJOR SOIL PROBLEM. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE SOIL FROM REDUCTION AT ANY TIME PRIOR TO INITIAL ACCEPTANCE.
3. TOPSOIL SHALL BE FERTILE, FINE, SANDY LOAM FROM THE A HORIZON AND SHALL BE FREE OF STONES OVER 1/2" IN DIAMETER, ROOTS, PLANTS OR THEIR ROOTS, STICKS, KNOTS, WEDGES, STAKES, SOL. STEELING, OR OTHER MATERIAL WHICH WOULD BE OBSTACLES TO PLANT GROWTH.
4. LANDSCAPE CONTRACTOR SHALL CONDUCT SOIL ANALYSIS TO DETERMINE SOIL PHOSPHORUS AND POTASSIUM CONTENTS. SOIL ANALYSIS SHALL BE CONDUCTED AT A RATE OF ONE THOUSAND SQUARE FEET PER HOUR. ANALYSIS TO DETERMINE SOIL PHOSPHORUS AND POTASSIUM CONTENTS SHALL BE CONDUCTED AT A RATE OF ONE THOUSAND SQUARE FEET PER HOUR. ANALYSIS TO DETERMINE SOIL PHOSPHORUS AND POTASSIUM CONTENTS SHALL BE CONDUCTED AT A RATE OF ONE THOUSAND SQUARE FEET PER HOUR.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL LOCATE ALL TREES, SHRUBS, AND PLANTING BEDS ACCORDING TO LOCATIONS SHOWN ON DRAWINGS. ALL PLANTING OPERATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO THE START OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR SHALL HAVE RESPONSIBILITIES IN LOCATIONS AS DIRECTED BY LANDSCAPE ARCHITECT. ALL TREES SHALL BE LOCATED A MINIMUM OF 8' FROM THE EXISTING DRIVE LINES AND A MINIMUM FROM EXISTING UTILITIES.
2. THE PLANT SPECIES TO BE USED SHALL BE IDENTIFIED IN WRITING TO THE LANDSCAPE ARCHITECT AND CONTRACTOR. EXISTING CONDITIONS AND REPORTING IN WRITING TO THE LANDSCAPE ARCHITECT AND CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT. THE PLANT SPECIES TO BE USED SHALL BE IDENTIFIED IN WRITING TO THE LANDSCAPE ARCHITECT AND CONTRACTOR. EXISTING CONDITIONS AND REPORTING IN WRITING TO THE LANDSCAPE ARCHITECT AND CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT PROTECTION AND MAINTENANCE THROUGHOUT INSTALLATION AND DUE TO PLANT ADJUSTMENTS OF LANDSCAPE INSTALLATION AS FOLLOWS:
 - a) ALL PLANT MATERIAL SHALL BE PROTECTED FROM THE EFFECTS OF TRAFFIC TO THE EXTENT OF PLANT MATERIAL FROM INJURY. EXCESSIVE DRIVING FROM WINDS, IMPACTS, VIBRATIONS, COLLISIONS, TRIPPING, AND TEMPERATURES, OR ANY OTHER CAUSING DAMAGE TO PLANT MATERIAL SHALL BE PROTECTED FROM THE EFFECTS OF TRAFFIC TO THE EXTENT OF PLANT MATERIAL FROM INJURY.
 - b) PLANT MATERIAL SHALL BE PLANTED TO THE DEPTH OF THE NEW F. POSSIBLE. ALL PLANTS NOT PLANTED TO THE DEPTH OF THE NEW F. SHALL BE PLANTED TO THE DEPTH OF THE NEW F. POSSIBLE. ALL PLANTS NOT PLANTED TO THE DEPTH OF THE NEW F. SHALL BE PLANTED TO THE DEPTH OF THE NEW F. POSSIBLE.
4. LANDSCAPE CONTRACTOR SHALL PROVIDE PLANT MATERIALS THAT COMPLY WITH THE REQUIREMENTS OF THIS MOST RECENT ASSET 2.01 SPECIFICATIONS FOR ANNUAL STOCK UNLESS OTHERWISE SPECIFIED. CALIBER OF B&B TREES SHALL BE TAKEN 6 INCHES ABOVE THE GROUND UP TO AND INCLUDING A B&B CALIBER SIZE AND 12 INCHES ABOVE THE GROUND FROM UNB&B SIZE.

PLANTING NOTES: CONT'D

- a) PLANTING MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVING PLANTS TO PROTECT GRASSES OR POSITION REPAIRS, DRIVING SETBACKS, GRASS, VEGETABLE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION.
 - b) PLANT MAINTENANCE SHALL INCLUDE THOSE OPERATIONS NECESSARY TO PROTECT PLANT MATERIAL FROM INJURY. EXCESSIVE DRIVING FROM WINDS, IMPACTS, VIBRATIONS, COLLISIONS, TRIPPING, AND TEMPERATURES, OR ANY OTHER CAUSING DAMAGE TO PLANT MATERIAL SHALL BE PROTECTED FROM THE EFFECTS OF TRAFFIC TO THE EXTENT OF PLANT MATERIAL FROM INJURY.
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IRRIGATION NOTES:

1. THE CONTRACTOR IS TO VERIFY AND ADAPT THE EXISTING AUTOMATIC IRRIGATION SYSTEM TO PROVIDE FOR THE IRRIGATION OF ALL PLANTING AREAS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL LICENSES, PERMITS, AND FEES REQUIRED FOR THE INSTALLATION OF THE IRRIGATION SYSTEM.
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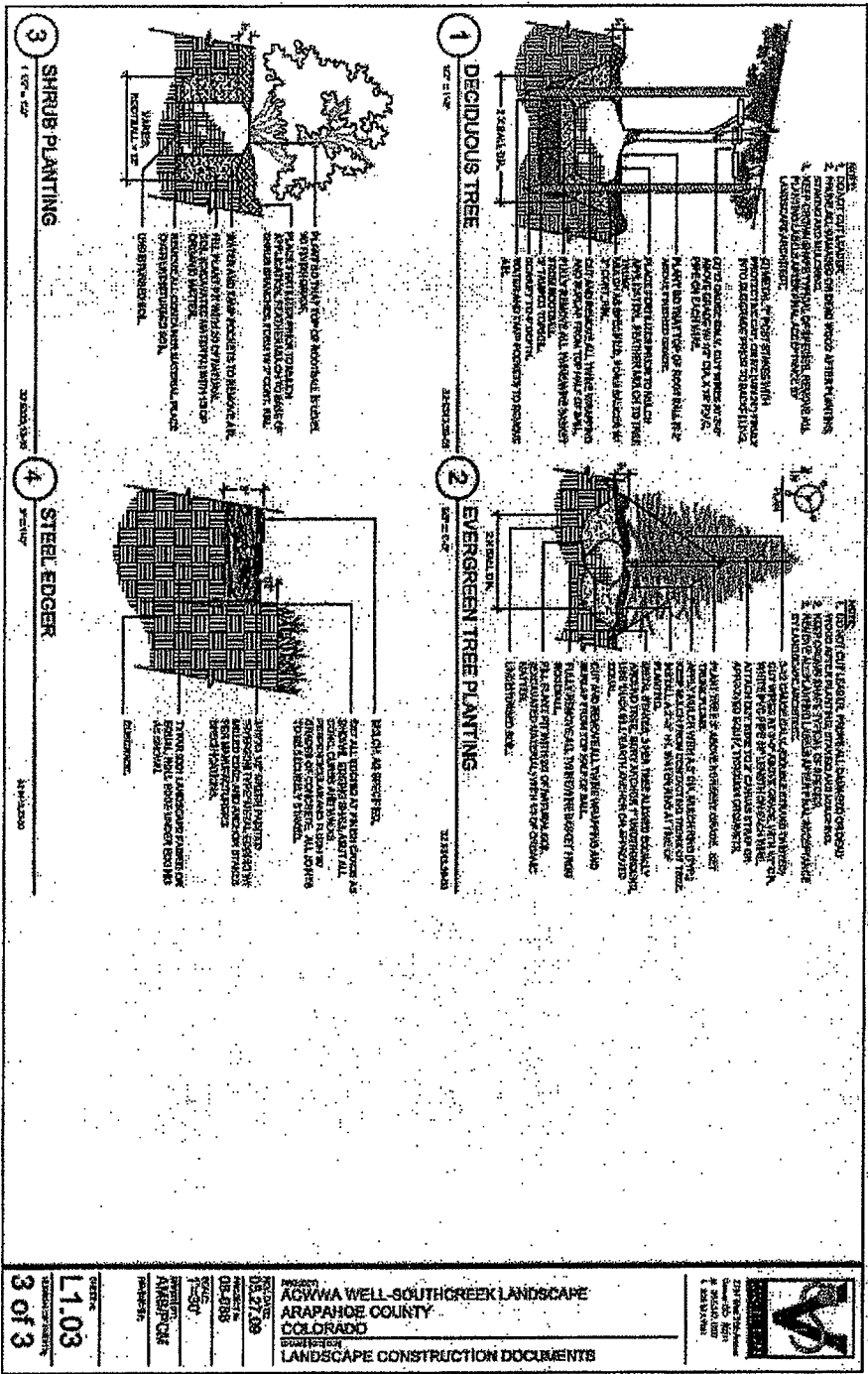
11.02
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ACQUA WELLS SOUTHWEST LANDSCAPE
ARAPAHOE COUNTY
COLORADO

LANDSCAPE CONSTRUCTION DOCUMENTS



11.02
2 of 3




 2000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW: WWW.AMBPCORP.COM

PROJECT: 08-0885
 DATE: 08-27-09
 DRAWING: 1.03
 SHEET: 3 OF 3
 AMBPCORP
 08-0885

AGRYANA WELL-SOUTH CREEK LANDSCAPE
 ARAPAHOE COUNTY
 COLORADO
 LANDSCAPE CONSTRUCTION DOCUMENTS