

APPROVED
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**AMENDMENT TO AGREEMENT
REGARDING BRONCOS PARKWAY TRAILHEAD IMPROVEMENTS**

This **AMENDMENT TO AGREEMENT REGARDING BRONCOS PARKWAY TRAILHEAD IMPROVEMENTS** (the "Amendment") is entered into this ___ day of _____, 2010, by and between **PARKER JORDAN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **TAGAWA ROSE FARMS, INC.**, a Colorado corporation ("Tagawa"); individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Agreement Regarding Broncos Parkway Trailhead Improvements dated effective as of January 18, 2010, attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement"), wherein Tagawa agrees to provide the District with various supplies, improvements and easements related to the construction and maintenance of the District's Broncos Parkway Trailhead Project; and

WHEREAS, the Arapahoe County Wastewater Authority ("ACCWA") has required that certain obligations of Tagawa, as detailed in the Agreement, must be perpetual in order to grant the District a waiver as to ACWWA's tap fees related to the District's Broncos Parkway Trailhead Project; and

WHEREAS, Tagawa the owner of certain property located in the City of Centennial, Arapahoe County, Colorado, a legal description of which is attached hereto as Exhibit B (the "Amendment Property"), which is incorporated herein by this reference; and

WHEREAS, by way of this Amendment, the Parties wish to add a specific provision to the Agreement.

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. Paragraph 14 shall be added to the Agreement to read as follows:

14. Tagawa Obligations Run with the Land. The Parties acknowledge that the obligations under the Agreement, specifically Paragraphs 2.2, 2.4 and 2.5, shall constitute a covenant running with the Amendment Property and that the obligations of the Agreement, specifically Paragraphs 2.2, 2.4 and 2.5, touch and concern the Amendment Property.

2. This Amendment shall be recorded, at the District's expense, in the real property records of Arapahoe County, Colorado.

3. All other terms and conditions of the Agreement shall continue in full force and effect except as specifically amended herein.

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

DISTRICT:
PARKER JORDAN METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado

ATTEST

Norman A. Sheldon, President

By: _____
Its: _____

APPROVED AS TO FORM
MILLER ROSENBLUTH, LLC
General Counsel to the District

TAGAWA:
TAGAWA ROSE FARMS, INC.,
a Colorado corporation

By: _____
Title: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

Subscribed and sworn to before me on this ____ day of _____ 2010, by _____
_____ as _____ of Tagawa Rose Farms, Inc., a Colorado corporation.

[SEAL]

Notary Public

My commission expires _____