

**AGREEMENT
REGARDING CHERRY CREEK STREAM RECLAMATION
AT PARKER JORDAN CENTENNIAL OPEN SPACE**

This **AGREEMENT REGARDING CHERRY CREEK STREAM RECLAMATION AT PARKER JORDAN CENTENNIAL OPEN SPACE** (the "Agreement") is entered into this 21st day of July, 2011, 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".

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), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District is part owner of approximately 107 acres of open space located in the City of Centennial, a legal description of which is attached hereto as Exhibit A, which is incorporated herein by this reference (the "PJCOS"); and

WHEREAS, the District intends to construct certain improvements as part of its Cherry Creek Stream Reclamation Project within the PJCOS (the "Project"), which includes the planting of specific trees, as more specifically described on Exhibit B, attached hereto and incorporated herein by this reference (the "Trees"); and

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

WHEREAS, Tagawa has non-potable irrigation lines available for the District to access in order to irrigate the Trees; and

WHEREAS, Tagawa desires to assist the District with certain aspects of the Project; and

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 document the terms and conditions under which Tagawa will provide the District with (a) a staging area for the construction of the Project and (b) non-potable water for irrigation of the Trees.

2. Staging Area. Tagawa agrees to allow the District to use the Staging Area as a staging area related to the Project. The District shall be entitled to use this Staging Area for any purpose reasonably associated with the project, which shall include, but not be limited to contractor parking, material storage and equipment storage. The District agrees to construct a fence, with a minimum height of six feet (6'), to keep unauthorized pedestrians and vehicles out. The fence shall have two (2) access points, on (1) from the Tagawa's parking lot and one (1) into the PJCOS. After the completion of construction of the Project, the District shall remove all construction equipment, construction fencing, material and debris from the Staging Area and shall restore the Staging Area to its original condition. In the event that either Party determines that the Staging Area, as described in Exhibit C, needs to be modified the Parties agree to work in good faith to accommodate such modification.

3. Irrigation. Tagawa agrees to provide the District with access for the irrigation of the Trees by the District tapping into an existing Tagawa non-potable water line, provided that the District shall be responsible for all costs associated with tapping or otherwise accessing such water line, the District shall install a submeter, and the District shall be responsible for the water costs associated with the irrigation of the Trees through the submeter. The parties agree that there shall be no mark up on the cost of water; the District shall pay the rates established by Arapahoe County Water and Wastewater Authority ("ACWA). The District will seek approvals from ACWA, as may be necessary to make such connection into the Tagawa water lines.

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

5. 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, which consent shall not be unreasonably withheld. Any assignment attempted with the prior written consent of all Parties hereto shall be deemed void 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.

6. 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:

1. Purpose. The purpose of this Agreement is to document the terms and conditions under which Tagawa will provide the District with (a) a staging area for the construction of the Project and (b) non-potable water for irrigation of the Trees.

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10. Entire Agreement. This Agreement is an integrated transaction as part of the IGA and was negotiated at arms length and with the benefit of counsel for both Parties and the City of Centennial. As such, 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.


11. Governmental Immunity. Nothing in this Agreement 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 the same may be amended from time to time.

12. 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.

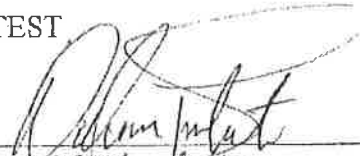
[remainder of page intentionally left blank]

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

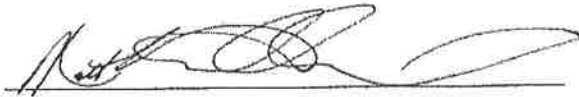
DISTRICT:
PARKER JORDAN METROPOLITAN
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado


Norman A. Sheldon, President

ATTEST


By: Bill Lindertop
Its: Vice President

APPROVED AS TO FORM
MILLER & ASSOCIATES LAW OFFICES, 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 _____ 2011, by _____ as _____ of Tagawa Rose Farms, Inc., a Colorado corporation.

[SEAL]

Notary Public

My commission expires _____

EXHIBIT A
PJCOS

Parcel One:

A parcel of land located in the East Half of Section 32 and the West Half of Section 33, Township 5 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the North 1/4 corner of Section 32, whence the center 1/4 corner of said Section 32 bears South 01°06'52" West a distance of 2645.34 feet, said line forming the basis of bearings for this description;

Thence along the West line of the Northeast 1/4 of Section 32 South 01°06'52" West 928.84 feet to the Southwest corner of a parcel of land described in Deed recorded March 1, 1989 in Book 5641 at Page 421 of the Arapahoe County records;

Thence along the South line of said parcel North 89°48'52" East 42.99 feet to the true point of beginning;

Thence continuing along the South line of a parcel of land described in said Deed recorded March 1, 1989 in Book 5641 at Page 421 and along the South line of River Run II, a Plat recorded April 24, 2000 at Reception No. B0047322 of the Arapahoe County records North 89°48'52" East 1198.89 feet;

Thence leaving said South line South 00°11'08" East 99.81 feet;

Thence South 00°10'51" East 660.00 feet;

Thence South 89°51'13" West 7.95 feet;

Thence South 00°00'00" East 138.22 feet;

Thence along the arc of a curve to the left (said curve having a radius of 1120.00 feet, a central angle of 16°29'14" and a chord which bears South 11°45'48" East 321.18 feet), a distance of 322.29 feet;

Thence South 04°32'24" East 221.27 feet;

Thence South 08°12'21" East 599.92 feet;

Thence South 40°46'39" East 329.86 feet;

Thence South 57°20'46" East 241.75 feet;

Thence South 49°25'16" East 377.13 feet;

Thence South 57°06'50" East 685.78 feet to a point on the South line of the Northwest 1/4 of the Southwest 1/4 of Section 33;

Thence along said South line South 89°36'31" West 83.11 feet to the South 1/16 corner of Sections 32 and 33;

Thence along the South line of the North 1/2 of the Southeast 1/4 of Section 32 South 89°38'20" West 1577.87 feet;

Thence leaving said South line, North 52°07'12" West 176.21 feet;

Thence North 42°15'13" West 95.14 feet;

Thence North 31°03'03" West 45.17 feet;

Thence North 31°36'41" West 98.64 feet;

Thence North 17°12'58" West 91.36 feet;

Thence North 02°28'05" West 89.61 feet;

Thence North 01°20'09" East 107.23 feet;

Thence North 10°51'57" West 164.45 feet;

Thence North 42°05'07" West 34.76 feet;

Thence North 38°08'27" West 58.61 feet;
Thence North 56°15'10" West 138.79 feet;
Thence North 49°39'45" West 113.09 feet;
Thence North 36°11'40" West 166.29 feet;
Thence North 32°22'53" West 92.21 feet;
Thence North 33°34'54" West 95.20 feet;
Thence North 12°53'52" West 159.59 feet;
Thence North 04°34'02" West 234.34 feet;
Thence North 01°06'33" West 210.60 feet;
Thence North 01°28'52" West 209.34 feet;
Thence North 09°29'01" East 237.38 feet;
Thence North 05°08'55" East 135.95 feet;
Thence North 08°23'07" East 99.13 feet;
Thence North 18°15'03" West 192.72 feet;
Thence North 21°09'49" West 323.18 feet;
Thence North 40°29'34" West 13.28 feet to the true point of beginning,
County of Arapahoe, State of Colorado.

Parcel Two:

The following real property situate in Arapahoe County, State of Colorado, to wit:

A parcel of land located in the East Half of Section 32, Township 5 South, Range 66 West, of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

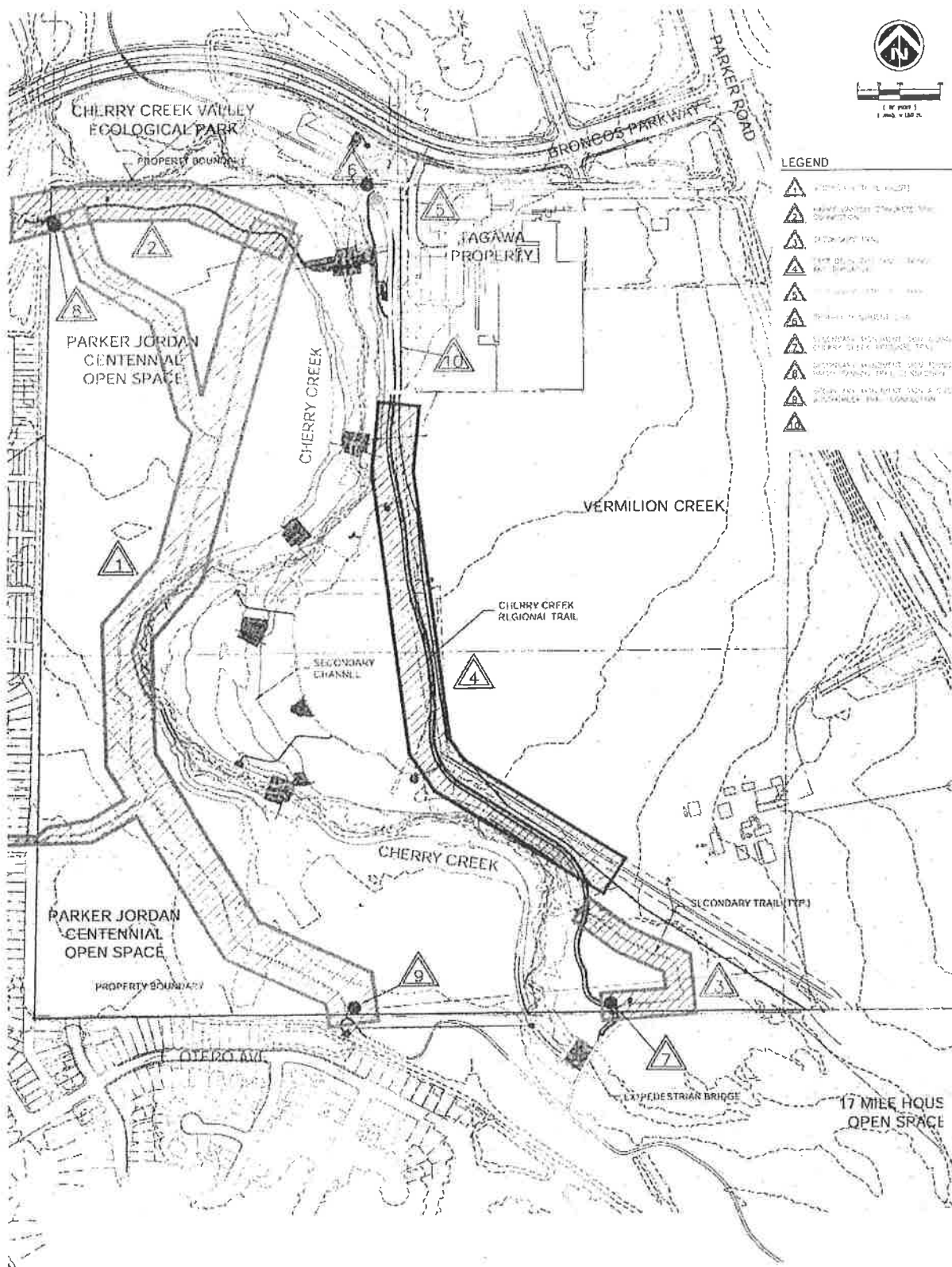
Commencing at the North One-Quarter corner of Section 32, whence the Center One-Quarter corner of said Section 32 bears south 01°06'52" West, a distance of 2645.34 feet, said line forming the basis of bearings for this description; thence along the west line of the Northeast Quarter of Section 32 South 01°06'52" West 928.84 feet to the southwest corner of a parcel of land described in Deed recorded March 1, 1989 in Book 5641 at Page 421 of the Arapahoe County records and the True Point of Beginning;

Thence along the South line of said deed recorded March 1, 1989 in Book 5641 at Page 421 of the Arapahoe County Records, North 89°48'52" East 42.99 feet; thence leaving said South line South 40°29'34" East 13.28 feet; thence South 21°09'49" East 323.18 feet; thence South 18°15'03" East 192.72 feet; thence South 08°23'07" West 99.13 feet; thence South 05°08'55" West 135.95 feet; thence South 09°29'01" West 237.38 feet; thence South 01°28'52" East 209.34 feet; thence South 01°06'33" East 210.60 feet; thence South 04°34'02" East 234.34 feet; thence South 12°53'52" East 159.59 feet; thence South 33°34'54" East 95.20 feet; thence South 32°22'53" East 92.21 feet; thence South 36°11'40" East 166.29 feet; thence South 49°39'45" East 113.09 feet; thence South 56°15'10" East 138.79 feet; thence South 38°08'27" East 58.61 feet; thence South 42°05'07" East 34.76 feet; thence South 10°51'57" East 164.45 feet; thence South 01°20'09" West 107.23 feet; thence South 02°28'05" East 89.61 feet; Thence South 17°12'58" East 91.36 feet; thence South 31°36'41" East 98.64 feet; thence South 31°03'03" East 45.17 feet; thence South 42°15'13" East 95.14 feet; thence South 52°07'12" East 176.21 feet to a point on the South line of the Northwest Quarter of the Southeast Quarter of Section 32, whence the South one-sixteenth corner of Sections 32 & 33 Bears North 89°38'20" East; thence along said South line 89°38'20" West 1084.88 feet to the Center-South one-sixteenth corner of Section 32; thence along the West line of the Northwest Quarter of the Southeast Quarter of Section 32 North 01°07'40" East 1322.27 feet to the center one-quarter corner of Section 32; thence along the West line of the Northeast Quarter of Section 32 North 01°06'52" East 1716.50 feet to the True Point of Beginning,
County of Arapahoe, State of Colorado

TOGETHER WITH;

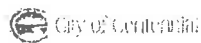
All and any water, water rights, ditches and ditch rights, water stock, wells, well rights, reservoirs, minerals, mineral rights, oil and gas rights appertaining to the property described above, if any.

EXHIBIT B
Trees



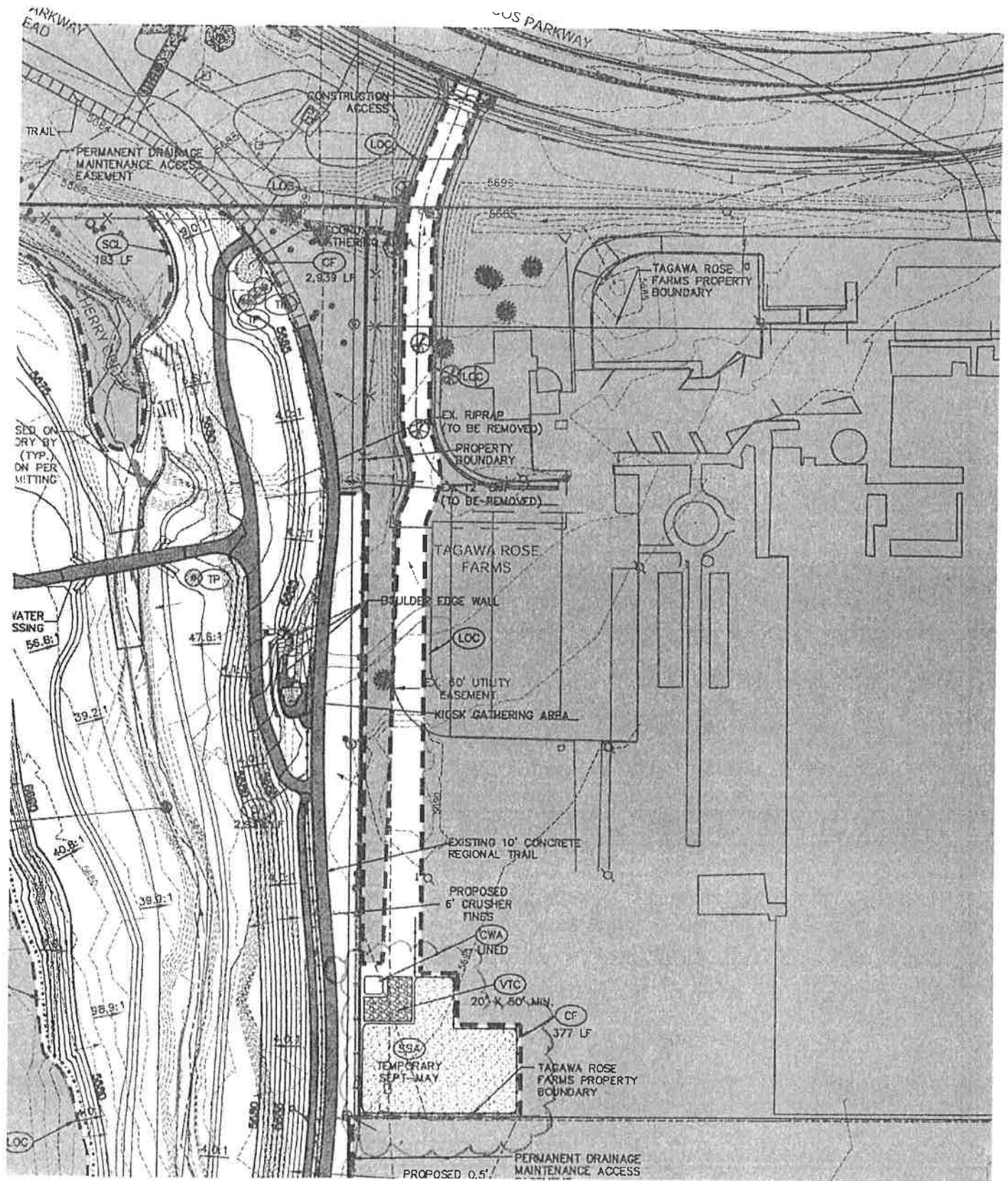
Parker Jordan Centennial Open Space

Site Amenities (Potential Early Construction)
January 31, 2011



ENGINEERING CONSULTANTS
 Contact: Josh R. Dudson, P.E., CPM
 1111 S. West 10th Street, Suite 100, Centerville, OH 45817
 Tel: 419-249-1100 • Fax: 419-249-1101
 jrd@pmm-ohio.com

EXHIBIT C
Staging Area



Parker Jordan Centennial Open Space

TAGAWA CONSTRUCTION ACCESS AND STAGING AREA

Scale: 1" = 100'

June 28, 2011