

**LANDSCAPE SERVICES AND EASEMENT AGREEMENT
BY AND BETWEEN
PARK MEADOWS METROPOLITAN DISTRICT
AND
CARRIAGE CLUB HOMEOWNER'S ASSOCIATION. INC.**

THIS LANDSCAPE SERVICES AND EASEMENT AGREEMENT (the "Agreement"), is made between the Park Meadows Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and (Carriage Club Homeowner's Association), a Colorado non-profit corporation (the "Association"). The District and the Association may be individually referred herein to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Association owns certain portions real property which are located immediately adjacent to public rights-of-way and which are depicted on Exhibit A, attached hereto and incorporated herein (the "Landscape Areas"); and

WHEREAS, the Landscaped Areas were originally maintained under an agreement among the Association, the District and the City of Lone Tree (the "City"), which agreement was subsequently amended such that the City withdrew from the arrangement; and

WHEREAS, more recently, the Landscaped Areas were provided landscape services by the District, in exchange for payment from the Association as provided in the Landscape Services and License Agreement dated June 28, 2010 (the "Prior Landscape Agreement"); and

WHEREAS, under the Prior Landscape Agreement, the District maintained landscape improvements and plant materials, maintained the irrigation system within the Landscaped Areas and supplied water and electrical service and the Association paid the District for the cost of irrigation water and electrical services to operate the irrigation system; and

WHEREAS, the Parties wish to replace the Prior Landscape Agreement with this Agreement and thereby to provide the District with an easement interest in the Landscape Areas for the provision of landscaping services.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Prior Landscape Agreement Superseded. The Prior Landscape Agreement is hereby superseded in its entirety and replaced by the terms and provisions of this Agreement.

2. Landscape Services. The District will provide landscape services to the Landscape Areas on the same terms and conditions and to the same standards as the District regularly provides to other areas within the District which are similarly situated. The Association will provide, at its sole cost and expense, all necessary irrigation water and electrical service to operate the irrigation system within the Landscape Areas. The irrigation water will be in the same general quantities as have been historically used within the Landscape Areas.

3. Water Controllers. Smart Weather-Based Controllers ("Smart Controllers"), which regulate the amount and frequency of water delivery to the Landscape Areas based on current weather conditions, have been installed by the District. The District, at its cost, will maintain, repair, replace, and operate the Smart Controllers. In addition, the District will pay for the continuing subscription cost to obtain the electronically transmitted information necessary for the proper operation of the Smart Controllers.

4. Grant of Easement. The Association and its successors and permitted assigns, hereby grants to the District a perpetual, non-exclusive easement under, in, and across the Landscaped Areas for the lawful installation, maintenance, operation, repair, replacement of landscape improvements and plant materials and the associated irrigation system and electronic service (the "Easement"). The Easement shall commence upon execution hereof by both the Association and the District and shall run with the land and continue in full force and effect in perpetuity.

The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress across the Landscaped Areas. Further, the District shall have the right to enter upon the Landscaped Areas in furtherance of the easement granted, and to remove objects interfering therewith, provided, however, that such activities shall not interfere unreasonably with the Association's use and enjoyment of the Landscaped Areas.

The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the landscaping. It is specifically agreed between and among the parties that the Association shall not take any action which would impair the lateral or subjacent support for landscaping.

It is expressly acknowledged and agreed that the District shall have the right and authority to assign this Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, this Easement as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the landscaping improvements, the irrigation system or electrical components, all consistent herewith.

5. District's Responsibility. The District shall be solely responsible for selecting the means, methods, techniques, and processes to provide the landscape services, and shall be solely responsible for employing, directing, supervising, and discharging all contractors, persons and entities that perform the landscape services. In addition, the District shall have sole authority and discretion to deal with all matters pertaining to the repair, replacement, removal, or reconstruction of any or all portions of the landscape improvements, plant materials, and irrigation system components that are located in or provide service to the Landscape Areas.

6. Term. The effective date of this Agreement ("Effective Date") shall be the date filled in by the last Party to sign this Agreement.

7. Termination. This Agreement shall be terminated on the earlier to occur of the following:

i) Either Party may terminate this Agreement upon not less than sixty (60) days prior written notice to the other Party.

ii) This Agreement shall terminate upon the failure of the District to appropriate sufficient funds to permit the District to perform its duties hereunder. If this Agreement is terminated because of non-appropriation, the District shall attempt to provide notice of termination to the Association not less than thirty (30) days prior to the date upon which the then current appropriation will expire, but failure to give such notice shall not extend the Agreement beyond such date.

8. Insurance. The District shall require its contractor(s) to have workers' compensation insurance, and general liability insurance with combined single coverage limits in an amount of not less than \$1,000,000.00 per occurrence. Within thirty (30) days of a written request, the District shall furnish to the Association current certificates or memoranda of insurance showing compliance with the foregoing requirements. Compliance with the provisions of this section shall in no way be construed as a waiver by the District of any constitutional, statutory, or other governmental immunity provided by law.

9. Notices. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, or (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one Party to the other in accordance with this section:

Notices to the District:

Park Meadows Metropolitan District
c/o Clifton Larson Allen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814
Attn.: Bob Blodgett, District Manager

Copy to:

Tamara K. Seaver
Icenogle Seaver Pogue
4725 S. Monaco Street, Suite 225
Denver, Colorado 80237

Notices to the Association:

Westwind Management Group
Attn: Silvia Gregory
15150 East Iliff Avenue
Aurora, CO 80014

10. Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, any person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or by any covenants, terms, conditions or provisions thereof, and all of the covenants, terms and provisions in this Agreement shall be for the sole and exclusive benefit of the Parties.

11. Governmental Immunity. Notwithstanding any provisions contained in this Agreement to the contrary, the District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

12. Indemnification. The Association agrees to indemnify and hold the District harmless from all claims, damages, costs, causes of action, judgments and other expenses, including reasonable attorneys' fees arising from any negligent or willful act or omission of the Association, its members, agents, invitees or employees, which act or omission occurs within the Landscape Area, or which act or omission is associated with the provision of water or electrical service to the Landscape Area.

13. Governing Law/Venue. This Agreement will be governed by and construed in accordance with Colorado law, and venue for any actions brought under this Agreement will be in Douglas County, Colorado.

14. Interpretation/Severability. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof. All headings in this Agreement are for conveniences of reference only, are not part of this Agreement, and no construction or inference will be derived therefrom. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one and the same document.

15. Authority. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such Party enforceable against such Party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such Party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such Party threatened against or affecting such Party or the execution, delivery, or performance of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the dates set forth below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSOCIATION:

CARRIAGE CLUB HOMEOWNER'S
ASSOCIATION, INC.

By: Angela Hardin
Signature

Name: Angela Hardin
Print Name

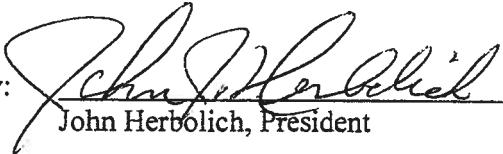
Title: President

Date: 7/22/14

DISTRICT:

PARK MEADOWS METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision
of the State of Colorado

Date: 10/27/10

By: 
John Herbolich, President

Attest:


By: 
Title: Treasurer

EXHIBIT A

Landscape Areas

Exhibit A Landscape and Streetscape Areas

Photo Date: 10/2013

- PMMD - Landscaped Medians and ROW's
- The Carriage Club HOA Boundary

