

**LANDSCAPE SERVICES AND LICENSE AGREEMENT
BETWEEN PARK MEADOWS METROPOLITAN DISTRICT AND
THE ESTATE AT LONE TREE HOMEOWNERS' ASSOCIATION, INC.,
D/B/A HERITAGE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS LANDSCAPE SERVICES AND LICENSE 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 The Estate at Lone Tree Homeowners' Association, Inc., a Colorado non-profit corporation, d/b/a Heritage Estates Homeowners' Association, Inc. (the "Association"). The District and the Association may be individually referred herein to as a "Party" and collectively as the "Parties".

RECITALS

A. The City of Lone Tree (the "City"), the District, and the Association entered into an Agreement – City of Lone Tree/Park Meadows Metropolitan District/ The Estate at Lone Tree Homeowners' Association, Inc., a Colorado non-profit corporation, d/b/a Heritage Estates Homeowners' Association, Inc. Landscape Services on July 23, 2001 (the "2001 Agreement"). Subsequently, the City and the District agreed that the District would assume sole responsibility for providing landscape services to certain portions of the public rights-of-way, and areas located adjacent thereto, which are depicted on Exhibit A, attached hereto and incorporated herein (the "Landscape Areas"), and the City withdrew as a participant under the 2001 Agreement.

On August 11, 2009, the District and the Association entered into a revised Landscape Services and License Agreement (the "2009 Agreement") that reflected various changes that occurred with respect to the provisions of landscape services to the Landscape Areas during the period from 2001 to 2009.

B. Under the terms of the 2009 Agreement, the District assumed the responsibility, at its cost, of maintaining the landscape improvements and plant materials, and the irrigation system within the Landscape Areas, and the Association continued to pay for the irrigation water and electrical service to operate the irrigation system.

C. The Association and the District wish to reaffirm their mutual understanding with respect to the services that each will provide within the Landscape Areas.

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. Modification of 2009 Agreement. The terms and provisions of the 2009 Agreement are replaced and superseded in their entirety by the terms and provisions of this Agreement.

2. Landscape Services. The District will provide, at District's cost, landscape services to the Landscape Areas on the same terms and conditions and to the same standards as it provides to other areas within the District which are similarly situated. The Association will provide, at its cost, 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 or will be installed. 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. The Association shall be entitled to receive any financial incentives, discounts or rebates available from the City or the water service provider with respect to the cost of water service.

4. Grant of License. The Association grants to the District, a license over, under, and on or the surface of any portions of the Landscape Areas that are owned by the Association, to permit the District to provide the landscape services.

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. The District shall be responsible for repairing and/or replacing any existing landscape improvements and vegetation within the Landscape Areas which result from the District's landscape construction or maintenance activities.

6. Term. The effective date of this Agreement ("Effective Date") shall be the later to occur of: (1) the date upon which the District delivers one copy of the Agreement to the Association, which has been properly executed by the District; or (2) the date upon which the Association delivers three copies of the Agreement to the District, all of which have been properly executed by the Association.

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 R.S. Wells, LLC
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814
Attn.: Bob Blodgett, District Manager

Copy to:

Folkestad Fazekas Barrick & Patoile, P.C.
18 S. Wilcox Street, Suite 200
Castle Rock, CO 80104
Attn.: Ernest F. Fazekas, II, Legal Counsel

Notices to the Association:

Heritage Estates Homeowners' Association, Inc.
c/o Westwind Management Group Inc.
15150 E. Iliff Ave.
Aurora, CO 80014
Attn.: Chris Herron, HOA Manager

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.

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ASSOCIATION:

ESTATE AT LONE TREE HOMEOWNERS'
ASSOCIATION, INC., a Colorado non-profit
corporation, D/B/A HERITAGE ESTATES
HOMEOWNERS' ASSOCIATION, INC:

By: 
Signature

Name: Jeff A Dunsen
Print Name


Title: President

Date: 9/2/10

DISTRICT:

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

Date: JUNE 28, 2010

By: 
John J. Herbolich, President

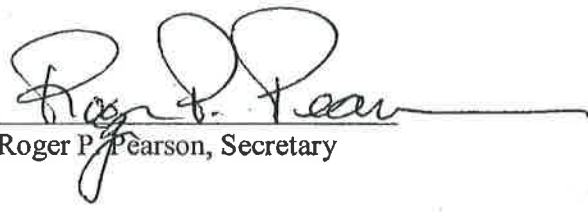
By: 
Roger P. Pearson, Secretary

EXHIBIT A

Landscape Areas

EXHIBIT A LANDSCAPE AND STREETSCAPE AREAS January 1, 2010

— RAMPART RANGE METROPOLITAN DISTRICT
— PMMD - DISTRICT LANDSCAPE AREAS
— HERITAGE ESTATES HOA

Heritage
Estates

LANDISCOR-2009
Photo Date: 08/2009



R.S. Wells I.I.C.

