

## STREETSCAPE MAINTENANCE SERVICES AGREEMENT

### Park Meadows Metropolitan District/ Kadima Medical Properties LLC

(8080 Park Meadows Drive – Lot 1A, Block 4, Park Meadows Subdivision Filing No. 2, 3<sup>rd</sup> Amendment)

This Streetscape Maintenance Services Agreement ("Agreement"), is made this 9<sup>th</sup> day of JANUARY, 2005, between the Park Meadows Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and Kadima Medical Properties LLC, a Delaware limited liability company, which is either the owner or occupant of certain real property located within the District. For purposes of this Agreement Kadima Medical Properties LLC shall hereinafter be referred to as the "Property Holder". The District and the Property Holder may be individually referred herein to as a "Party" and may be collectively referred to herein as the "Parties".

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Property Holder has been providing landscape maintenance services including irrigation water to certain portions of the streetscape located within public right-of-way adjacent to the Property Holder's real property, and/or located within a portion of the Property Holder's real property adjacent to the public right of way. The location of such streetscape is generally depicted on Exhibit "A" attached hereto, and shall hereafter be referred to as the "Streetscape". The District has agreed to maintain the Streetscape, providing streetscape maintenance services as more particularly described on Exhibit "B", at District's cost ("Streetscape Maintenance Services"). The Streetscape Maintenance Services specifically exclude annual beds in and /or adjacent to the Streetscape, and the maintenance of sidewalks, curbs, masonry wall, light fixtures, signs, fences or vertical structures.

2. During the initial term or any renewal term of this Agreement, the Property Holder will continue to provide irrigation water to the Streetscape in the same general quantities as it has provided prior to the effective date of this Agreement, at its cost. In addition, the Property Holder will be primarily responsible, at its cost, for maintenance, repair, and replacement of the irrigation system that provides water to the Streetscape. The District may make minor repairs and adjustments to the irrigation system such as nozzle replacements, head alignments and clock adjustments. The District will be responsible for making any repairs to the irrigation system providing water to the Streetscape caused by the District or the District's landscape contractor. Otherwise, the Property Holder shall be responsible for major irrigation system repairs, maintenance, or replacement, including cleaning of plugged irrigation lines, relocation of portions of the irrigation system, additions to the irrigation system, locating valves, irrigation start-up in spring and winterization in fall, maintenance, repair or replacement of clocks or electrical components, and maintenance, repair, or replacement of mainlines and lateral lines.

3. If, subsequent to the effective date of this Agreement, any vegetation dies due to insufficient irrigation water being supplied by the Property Holder, the Property Holder shall be responsible for replacing such vegetation. The Property Holder shall also be responsible for repairing

and/or replacing any damage to landscape improvements or vegetation within the Streetscape, which results from any other cause such as vandalism or casualty loss. However, if such vegetation dies because of deficiencies in the Streetscape Maintenance Services provided by the District, the District will pay for the cost of replacing such vegetation. Any replacement of vegetation, whether by the District or the Property Holder, shall be in compliance with the requirements of any site plan that has been approved by the City of Lone Tree or Douglas County that includes the Streetscape. To the extent that either Party is responsible (pursuant to this paragraph) for the replacement of any vegetation that is not required by any approved site plan, such replacement shall be at the discretion of the responsible Party. To the extent that as of the effective date of this Agreement, the Streetscape is not in compliance with any landscape plan previously approved by the City of Lone Tree or the County of Douglas, the District assumes no obligation to bring the Streetscape into compliance with such approved plan. Further, the District shall have no responsibility to make any Streetscape Improvements which are required by the City of Lone Tree subsequent to the effective date of this Agreement.

4. As previously stated, certain portions of the Streetscape depicted on Exhibit "A" may not be located in the public right-of-way but may be located on an adjacent portion of the Property Holder's real property. The Property Holder hereby grants a license to the District to enter upon the Property Holder's real property for the purpose of providing the Streetscape Maintenance Services described in this Agreement.

5. The District shall require that its contractors and subcontractors comply with applicable workers' compensation insurance requirements, and maintain general liability insurance with combined single coverage limits in an amount of not less than \$1,000,000.00 per occurrence. Within 30 days of a request, the District shall furnish to the Property Holder updated certificates or memoranda of insurance demonstrating compliance with such 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 to the District by applicable law.

6. In consideration of the benefits provided to the Property Holder by the District hereunder, and except as otherwise provided in this Agreement, the Property Holder hereby releases the District from any claims, actions, causes of action, suits, damages, liabilities, losses, costs or expenses which arise out of or are related to the Streetscape Maintenance Services unless such claims are a result of willful acts or omissions of the District, its agents or contractors.

7. 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 by reason of this Agreement and all of the covenants, terms and provisions in this Agreement shall be for the sole and exclusive benefit of the Parties.

8. The initial term of this Agreement shall begin on the date that it is fully executed by both Parties, and shall terminate on December 31, 2006. This Agreement shall be subsequently renewed for successive one-year renewal terms beginning on January 1, 2007, unless terminated or not renewed in accordance with the following:

a. The District may terminate this Agreement on not less than three (3) months prior written notice to the Property Holder. The Property Holder may terminate this Agreement on not less than forty-five (45) days prior written notice to the District.

b. This Agreement shall terminate at the end of its initial term, or at the end of any renewal term, if the District's Board of Directors fails to appropriate funds for the succeeding renewal term sufficient to permit the District to carry out its responsibilities and obligations hereunder. In such event, the District shall endeavor in good faith to provide the Property Holder with notice of termination/non-renewal because of such non-appropriation not less than three (3) months prior to the end of the then current term. However, failure to provide such notice shall not affect the validity of the termination of this Agreement on December 31 of the then current term.

c. Any liability or obligation which either Party incurs under this Agreement prior to its termination date shall survive the termination of this Agreement.

9. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity by the District under applicable Colorado law.

10. Neither Party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a Party such as, but not limited to, accidents, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

11. This Agreement shall inure to the benefit of, and be binding upon any successors or assigns of the Parties.

12. 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.

13. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly

given and received (a) when actually delivered and received in person, (b) on the next business day after deposit for delivery with a nationally recognized overnight carrier service during business hours on a business day; or (c) four (4) business days after deposit in the United States mail, by certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the Party at the address below or to such other address as such Party may designate by written notice to the other Party:

If to the Property Holder:

Kadima Medical Properties LLC  
101 Richardson St.  
Brooklyn, NY 11211  
Attn.: \_\_\_\_\_

If to the District:

Bob Blodgett, District Manager  
Park Meadows Metropolitan District  
c/o R.S. Wells L.L.C.  
Fiddler's Green Center, Building 1  
6399 South Fiddler's Green Circle, Suite 102  
Greenwood Village, Colorado 80111-4974

With a copy to:

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


Either Party by written notice so provided may change the address to which future notices shall be sent.

IN WITNESS WHEREOF, each Party has executed this Agreement.



**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

PROPERTY HOLDER:


KADIMA MEDICAL PROPERTIES LLC,  
a Delaware limited liability company

By:   
Name: Joshua Dolsen  
Title: president  
Date: 1/7/06

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

By:  Date:   
Douglas A. MacGregor, President

ATTEST:

By:   
Dale Norblom, Secretary

**EXHIBIT A**  
**STREETSCAPE**

# PARKWAY SUBDIVISION FILING NO. 2

BLOCK 4. LOT 1-A - PARCEL G PLANNING AREA 73

3.42 ACRES

SITE IMPROVEMENT PLAN

SP94-025

AMENDMENT SP99-24

NOTE SPECIAL BERMING ON GRADING PLAN

EASEMENT - SNOW REMOVAL UTILITIES & LANDSCAPE 8601399

PHASE I LANDSCAPE TO BE SOD

PHASE II LANDSCAPING TO BE INSTALLED WITH PARKING EXPANSION

TIE INTO EXISTING INLET

DETECTION AREA TIE INTO EXISTING INLET

TRANSFORMER

90-DL 40-GF

11-CP

12-VS

TRENCH DRAIN SEE DETAIL #6 PAGE L22

TRENCH DRAIN SLOPE TO EXISTING INLET

EASEMENT - PUBLIC SERVICE BK 544 PG 92

EASEMENT - SANITARY SEWER BK 544 PG 11

### APPROVAL CERTIFICATE

THIS SITE IMPROVEMENT PLAN HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH DOUGLAS COUNTY REGULATIONS.

Engineering Station

*[Signature]* 7/4/11  
Planning Station

Building permits pursuant to this Site Improvement Plan shall NOT be issued after three years from date of site plan approval Phase II, as noted herein. Failure to obtain a building permit in the three year period after approval of Phase I, shall cause the un-built portion of this site plan to be null and void. Approval of construction drawings by Douglas County Engineering and affected survey data shall be required for construction prior to issuance of building permits or construction facility permits. Signs shown herein are not approved. All signs require approval of a sign permit in accordance with Section 28 of the Douglas County Zoning Ordinance (2/1/94).

ELEVATION BOTTOM OF TRENCH SLOPE TO EXISTING INLET

TRENCH DRAIN SEE DETAIL #16 PAGE L22

TRENCH DRAIN SEE DETAIL #6 PAGE L22

PHASE II FUTURE PARKING

SIGN 18-GSL

GRADE SHARP TERRACE AS INDICATED LOCATE TOP AND BOTTOM OF SLOPE EXACTLY AS DEPICTED

EMPLOYEE PLAZA

COLORED CONCRETE EMPLOYEE PLAZA

CEMENT CURB & GUTTER TYP.

IRRIGATED TURFGRASS SEED

Landscaping shall be planted and maintained in a neat, clean, and healthy condition by the owner. This shall include proper watering, weeding, mowing of lawns, and the regular watering of all plantings. Should any plant material die, the owner, contractor, or designer shall be responsible for the replacement of the plantings within one planting season. Replacement of plant material shall occur at the following rate:

TYPE	PLANT REPLACEMENT		
	1 Year	3-4 Years	5+ Years
Overhead Line	Increase output by 2'	Increase output by 1'	Increase output by 1', plus increase qty by 1 (per sq. ft.)
Condition Tree	Increase height by 1'	Increase height by 2'	Increase height by 2', plus increase qty by 1 (per sq. ft.)
Shrub	Increase qty by 1 (per sq. ft.)	Increase qty by 2 (per sq. ft.)	Increase qty by 6 (per sq. ft.)

Additional replacement shall be in accordance with the landscape manual service requirements set forth by the plus or alternative material species acceptable to the Douglas County Board of Commissioners.

**M Architects Inc**  
Architecture  
Planning  
Engineering

477 South Colorado Blvd.  
Suite 200  
Denver, Colorado 80246  
(303) 220-8900  
(303) 220-8708 Fax

Copyright  
These plans are an instrument of service and are the property of the Architect, and may not be duplicated, disclosed, or reproduced without the written consent of the Architect. Copyrights and infringements will be enforced and prosecuted.

HEALTH CARE CENTER SOUTH  
SITE IMPROVEMENT PLAN - AMENDMENT  
9090 E PARK MEADOWS DRIVE  
CITY OF LOVELAND

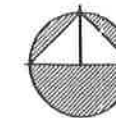
Date - 6/30  
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Checked -

Date - Issue  
6-26-11

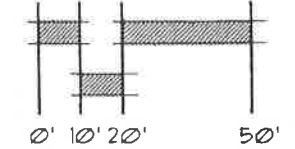
Title

3 OF 6

NORTH



SCALE 1" = 20' - 0"



PMM 17 #418



**EXHIBIT B**  
**STREETScape MAINTENANCE SERVICES**  
*(28 - week period: April 1 through October 15, 2006*  
*plus winter policing Jan., Feb., March, Nov., Dec.)*  
**FOR PMMD**

<u><b>Turf</b></u>	<u><b>Times/Year</b></u>
Mowing	28
Edging Walks	14
Edging Curbs	7
Pre-Emergent Weeds	2
Fertilizing	3
Broadleaf Weeds	2
Thatch Removal	as needed
Aeration	2
<u><b>Trees/Shrubs/Bed Weeds</b></u>	
Pruning (trees under 12' and shrubs)	2
Arbor Care inspection and report	2
Mulch	per quote
Growth Inhibitor	as needed
Pre-Emergent Weeds	2
Post-Emergent Weeds/Spot Treatment	as needed
<u><b>Irrigation Systems</b></u>	
Inspection (visual)	weekly
Winterization	N/A
Spring Mobilization	N/A
<u><b>Miscellaneous</b></u>	
Ground Policing (summer)	weekly
Ground Policing (winter)	weekly
Leaf Removal	1
Deep Root Watering	per quote