

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
PARK MEADOWS METROPOLITAN DISTRICT**

**RESOLUTION APPROVING STREETScape MAINTENANCE SERVICES
AGREEMENT BETWEEN PARK MEADOWS METROPOLITAN DISTRICT
AND HANCOOP HOLDINGS, LLC**

WHEREAS, Park Meadows Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and Hancoop Holdings, LLC, a Colorado limited liability company (the "Property Holder"), desire to enter into an agreement regarding providing landscape maintenance services by the District 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 Property Holder's real property adjacent to public right-of-way located within the District; and

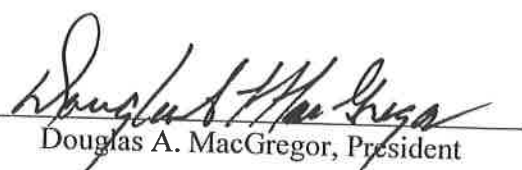
WHEREAS, the District intends to enter into such agreement in accordance with the terms and conditions set forth in the Streetscape Maintenance Services Agreement attached hereto as Exhibit A (the "Agreement"); and

NOW, THEREFORE, be it resolved by the Board of Directors of Park Meadows Metropolitan District, Douglas County, Colorado that:

1. The Agreement is hereby approved, in the form attached hereto as Exhibit A.
2. The officers of the District are authorized to execute the Agreement, and the officers, contractors and consultants to the District are authorized to take any actions which are necessary or appropriate to the District's performance of the terms of the Agreement.

0 APPROVED AND ADOPTED this 5th day of November, 2007, by a vote of 5 for and against.

PARK MEADOWS METROPOLITAN DISTRICT

By: 
Douglas A. MacGregor, President

ATTEST:

By: 
Dale Norblom, Secretary

EXHIBIT A

**Streetscape Maintenance Services Agreement with
Hancoop Holdings, LLC**

STREETSCAPE MAINTENANCE SERVICES AGREEMENT

Park Meadows Metropolitan District/Hancoop Holdings, LLC

(9049 Forsstrom Drive, Lone Tree, Colorado - Lot 14F2R, Park Meadows, Filing No. 2, 10th Amendment)

This Streetscape Maintenance Services Agreement ("Agreement"), is made this 19 day of October, 2007, between the Park Meadows Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and Hancoop Holdings, LLC, a Colorado limited liability company, which is the owner of certain real property located within the District. For purposes of this Agreement Hancoop Holdings, LLC is referred to as the "Property Holder". Either the District or the Property Holder may be referred to as a "Party" and they may be collectively referred to 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 or will be 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 is referred to as the "Streetscape". The District agrees to maintain the Streetscape, providing streetscape maintenance services 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. If the Property Holder has been providing irrigation water to the Streetscape prior to the effective date of this Agreement, the Property Holder agrees to provide irrigation water to the Streetscape in the same general quantities as it has historically provided at its cost. If no irrigation water has been provided by the Property Holder prior to the effective date of this Agreement, the Property Holder agrees to provide sufficient irrigation water to the vegetation within the Streetscape at its cost. The Property Holder, at its cost, will be primarily responsible 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 its landscape contractor. Otherwise, the Property Holder shall be responsible for major irrigation system repairs, maintenance, or replacement, including cleaning plugged irrigation lines, relocating portions of the irrigation system, expanding the irrigation system, locating valves, irrigation start-up in the spring and winterizing in the fall, maintenance, repair or replacement of clocks or electrical components, and maintenance, repair, or replacement of irrigation mainlines and lateral lines.

3. If, after 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 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, will comply 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, the decision to replace such vegetation 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 install any Streetscape Improvements which are required in the future by the City of Lone Tree.

4. Certain portions of the Streetscape depicted on Exhibit "A" may not be located in the public right-of-way but may be located on a portion of the Property Holder's real property adjacent to the Streetscape. 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, 2007. This Agreement shall be subsequently renewed for successive one-year renewal terms beginning on January 1, 2008, 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 first term, or any renewal term, if the District's Board of Directors fails to appropriate funds for the succeeding renewal term in an amount that is 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:

Hancoop Holdings, LLC
717 S. Cherry St.
Denver, CO 80220
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.

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PROPERTY HOLDER:

HANCOOP HOLDINGS, LLC
a Colorado limited liability company

By: 
Name: Danny Needham
Title: Member
Date: 10/12/07

DISTRICT:

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

EXHIBIT B

STREETSCAPE MAINTENANCE SERVICES FOR PMMD

*(28 - week period: April 1 through October 15, 2007
plus winter policing Jan., Feb., March, Nov., Dec.)*

<u>Turf</u>	<u>Times/Year</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>Trees/Shrubs/Bed Weeds</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>Irrigation Systems</u>	
Inspection (visual)	weekly
Winterization	N/A
Spring Mobilization	N/A
 <u>Miscellaneous</u>	
Ground Policing (summer)	weekly
Ground Policing (winter)	weekly
Leaf Removal	1
Deep Root Watering	per quote