

**WATER AND/OR SEWER MAIN IMPROVEMENT AGREEMENT FOR**

**Parker Pointe**

---

**(NAME OF DEVELOPMENT)**

**THIS WATER AND/OR SEWER MAIN IMPROVEMENT AGREEMENT** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE PARKER WATER AND SANITATION DISTRICT**, a Colorado special district (hereafter referred to as the “**District**”), and Parker and Stroh, LLC (hereafter referred to as the “**Owner**”).

**WHEREAS** Owner is the owner of certain real property located within the boundaries of the District, which real property is more particularly described in **Exhibit A**; which is attached hereto and incorporated herein; and

**WHEREAS** Owner wishes to develop all or a portion of said real property, which development shall include the installation of water and/or sanitary sewer mains pursuant to the plan which is attached hereto as **Exhibit B**; and

**WHEREAS** the District wishes to grant permission to the Owner to develop such improvements pursuant to the Rules and Regulations of the District and the terms and provisions of this Agreement.

**NOW THEREFORE**, in and for consideration of the performance of the covenants and promises set forth herein, the parties agree as follows:

1. The District hereby approves the plan attached hereto as **Exhibit B**, and authorizes the Owner to construct said improvements in accordance therewith. All such improvements shall be constructed, completed and maintained in conformity both with said plan and the Rules and Regulations of the District. The parties agree that the improvements shall be completed in accordance with the time schedule attached hereto as **Exhibit C**.

2. At the time of commencement of construction of the improvements identified in **Exhibit B**, the Owner, or his agent/contractor, shall comply with the provisions of Section 6.4 of the Rules and Regulations of the District. Specifically, the Owner, or his agent/contractor shall deposit with the General Manager of the District, or his designee, security in the form of a Letter of Credit in a form and drawn on a financial institution acceptable to the General Manager of the District, in the amount of 120% of the estimated cost of the construction identified in **Exhibit D**, a copy of which is attached hereto. All costs set forth in said **Exhibit D** shall be approved by the District’s Engineer. The purpose of such security is to enable the District to undertake or complete such construction utilizing the District’s own forces or contractors in the event

the Owner or his agent/contractor fails to complete the construction in either a timely or workmanlike manner. Any Letters of Credit, which are delivered to the District as the required security provided for herein, shall remain in full force and effect, until probationary acceptance by the District of the improvements. At the time of such probationary acceptance of such construction, and upon presentation of evidence of full payment therefore by the Owner or his agent/contractor, 100% of the actual costs of construction of the improvements shall be reduced to the Owner, with the District retaining the remaining 20% until the expiration of the two-year warranty period described herein. At the completion of such two-year warranty period, the Owner shall convey to the District by bill of sale the improvements constructed by Owner and/or his contractor and identified in **Exhibit B**. At the time of receipt of the above described bill of sale, District shall return to the Owner or his agent/contractor all amounts remaining in possession of the District which have not been required to be expended by the District in repair or maintenance of said construction.

If cash-in-lieu is provided, the terms of the Cash in Lieu of Letter of Credit Financial Guarantee Agreement shall govern releases by the District.

3. In the event that Owner shall at any time prior to final acceptance by the District of the construction of the improvements specified in **Exhibit B** allow any Letter of Credit to lapse or otherwise become not valid, enforceable, and in the possession of the District, the District shall withhold the provision of water and/or sewer service to any and all properties being constructed by Owner which are contemplated to be served by the improvements identified in **Exhibit B** to this Water and/or Sewer Main Improvement Agreement.

4. The Owner shall warrant any and all improvements identified in **Exhibit B** for a period of two years following completion of construction by the Owner or his agent/contractor, and preliminary acceptance of such improvements by the General Manager of the District, subject to the prior occurrence of the following:

- a) Installation of all water/or sewer mains or other improvements identified in **Exhibit B** has been approved in writing by the District's Engineer, and the District has received two full sets of "reproducible as-builts;" and
- b) The District has received a bill of sale conveying to it said water/sewer mains or other improvements identified in **Exhibit B** free and clear of all liens, restrictions, reservations and encumbrances whatsoever; and
- c) The District has received from the Owner a written agreement, or has been presented with evidence of reservation of an easement within any approved right-of-way on any plat approved by the Town of Parker, Colorado, granting the District the right to use, together with possession and control of, such water/sewer mains and other improvements during any period of time commencing with completion of construction and extending to the date of actual acceptance of and conveyance of bill of sale evidencing title to such mains by the District.

At the conclusion of such two-year warranty period, Owner's warranty shall expire, and all such improvements shall be accepted for maintenance by the District.

5. The District shall have the right, but not the duty, to make reasonable engineering observations at the Owner's expense as the District may reasonably request Observation, acquiescence in, or approval by any engineering observer of the construction of improvements at any time shall not constitute approval by the District of any portion of the construction of such improvements. Such approval shall be made by the District only after completion of construction and in the manner set forth in the District's Rules and Regulations.

6. For the period commencing with the commencing of construction and ending upon the termination of the Owner's warranty period, the owner does hereby indemnify and hold the District, its employees, agents, contractors and consultants, harmless for or on account of any act or omission, including the design and/or construction of the improvements identified in **Exhibit B**, of the Owner, his employees, contractors and/or agents, with respect to the design and construction of the improvements identified in said **Exhibit B**, and the Owner shall pay any and all claims asserted or judgments rendered against the District as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the District or its agents or employees or contractors in defending any such suit, action, or claim.

7. In the event Owner shall convey all or any portion of the real property described in **Exhibit A** at any time prior to the date of final acceptance by the District of the improvements identified in **Exhibit B**, the grantee or successor of Owner shall become and shall be bound by all the provisions hereof, and shall in addition: continue in full force and effect the security required in paragraph 2 hereof, or shall cause to be put in place replacement security in the same required amount, subject to acceptance by the District as to the amount and the form of the security and the identity of the institution issuing the same; and shall honor and adhere to all warranties and promises made and covenanted to by Owner herein.

8. The District agrees to cooperate with the Owner, and the Owner agrees to cooperate with the District, in the timely filing and approval of all plans and requests made of one party to the other.

9. This Water and/or Sewer Main Improvement Agreement constitutes the entire agreement between the parties, and supersedes all other agreements, whether written or verbal, which may exist between the parties, except as specified in paragraph 10 hereof.

10. In the event of a dispute between the parties regarding the terms hereof, which terms shall be construed pursuant to Colorado law, the same shall be resolved in the courts of Douglas County, Colorado, which courts shall have exclusive jurisdiction.

11. Notwithstanding the provisions of this Water and/or Sewer Main Improvement Agreement, all of the provisions of the Rules and Regulations of the Parker Water and Sanitation District, as the same presently exist or as they may in the future be amended, are applicable to Owner and/or his agent/contractor in construction and completion of the improvements identified in **Exhibit B**. To the extent there should be a discrepancy between any provision of this Agreement and any of the provisions of the District's then-current Rules and Regulations, the provision which imposes the greater restriction or the higher duty or standard of performance on the Owner or his agent/contractor shall apply.

Owner:

District:

**Parker and Stroh, LLC**  
975 Lincoln Street, Suite 204  
Denver, CO 80203

**PARKER WATER AND  
SANITATION DISTRICT**  
18100 E Woodman Drive  
Parker CO 80134

By:   
DAN YACOVETTA - Manager  
Printed Name & Title

By: \_\_\_\_\_  
Ron R. Redd, P.E., District Manager

Attest: \_\_\_\_\_

## EXHIBIT A

### Legal Description

A part of a Tract of land situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6<sup>th</sup> P.M., Town of Parker, State of Colorado, and being more particularly described as follows:

**Commencing** at the NE Corner of said Section 3;

Thence S00°16'55"W along the East Line of said NE 1/4 of Section 3, a distance of 30.00 feet to a point on the South R.O.W. Line of Stroh Road and the **Point of Beginning**;

**Beginning**;

Thence S00°16'55"W along said East Line, a distance of 1414.00 feet;

Thence N78°38'39"W a distance of 490.67 feet to a point on the Easterly R.O.W. Line of South Parker Road (State Highway 83);

Thence N01°30'59"E along said Easterly R.O.W., a distance of 1317.76 feet to the intersection of the Easterly Line of South Parker Road and the South R.O.W. Line of Stroh Road;

Thence N89°59'29"E along said South R.O.W. Line, a distance of 453.15 feet to the **Point of Beginning**.

Parcel Contains (638,911 Square Feet) 14.6674 Acres

Date prepared: May 2, 2016

Date of last revision:

Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of  
Engineering Service Company  
1300 South Potomac Street, Suite 126  
Aurora, Colorado 80012  
Phone: 303-337-1393  
[cbeckstrom@engineeringserviceco.com](mailto:cbeckstrom@engineeringserviceco.com)

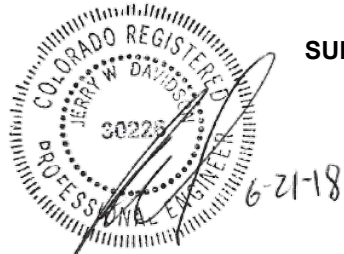


**EXHIBIT D  
PUBLIC WATER IMPROVEMENTS OPINION OF PROBABLE COSTS  
PARKER POINTE DEVELOPMENT**

5/21/2018

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>I. WATER</b>				
6" G.V.	12	EA	\$ 1,650.00	\$ 19,800.00
6" HYDRANT ASSY.	10	EA	\$ 6,500.00	\$ 65,000.00
8" G.V.	15	EA	\$ 1,850.00	\$ 27,750.00
8"X6" TEE	13	EA	\$ 500.00	\$ 6,500.00
8"X8" TEE	5	EA	\$ 500.00	\$ 2,500.00
8" 45° BEND	4	EA	\$ 500.00	\$ 2,000.00
8" PVC	2715	LF	\$ 55.00	\$ 149,325.00
6" DIP	237	LF	\$ 50.00	\$ 11,850.00
TIE TO EXISTING	3	EA	\$ 5,000.00	\$ 15,000.00
AIR VAC / RELEASE VALVE	3	EA	\$ 5,000.00	\$ 15,000.00
6" PLUG	2	EA	\$ 300.00	\$ 600.00
6" CAP	2	EA	\$ 300.00	\$ 600.00
LOWERING INCLUDING FITTINGS	6	EA	\$ 3,000.00	\$ 18,000.00

<b>SUB-TOTAL PUBLIC WATER IMPROVEMENTS</b>	<b>\$ 333,925.00</b>
<b>20% CONTINGENCY</b>	<b>\$ 66,785.00</b>
<b>GRAND TOTAL</b>	<b>\$ 400,710.00</b>

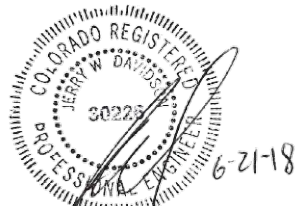


Prepared Under the Direct Supervision of  
 Jerry W. Davidson, P.E.  
 Colorado Registration # 30226  
 For and on behalf of  
 Perception Design Group, Inc.

**EXHIBIT D**  
**PUBLIC SANITARY SEWER IMPROVEMENTS OPINION OF PROBABLE COSTS**  
**PARKER POINTE DEVELOPMENT**

5/21/2018

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
<b>I. SANITARY SEWER</b>				
4' DIAMETER SAN. MANHOLE	10	EA	\$ 2,750.00	\$ 27,500.00
8" PVC	1949	LF	\$ 75.00	\$ 146,175.00
6" PVC	337	LF	\$ 65.00	\$ 21,905.00
SERVICE CAP	15	EA	\$ 150.00	\$ 2,250.00
18" BORING AND CASING	180	LF	\$ 750.00	\$ 135,000.00
<b>SUB-TOTAL SANITARY SEWER</b>				<b>\$ 332,830.00</b>
<b>20% CONTINGENCY</b>				<b>\$ 66,566.00</b>
<b>GRAND TOTAL</b>				<b>\$ 399,396.00</b>



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