

#2014043019, 08/01/2014 at 09:53:33 AM, 1 OF 10, Recording Fee \$56.00
 Electronically Recorded Official Records Douglas County, CO Jack Arrowsmith,
 Clerk & Recorder

IRRIGATION WATER SERVICE AGREEMENT

Chatfield Farms Estates

This Irrigation Water Service Agreement ("Agreement") is made this 23rd day of July, 2014 between Roxborough Village Metropolitan District, a quasi municipal corporation and political subdivision of the State of Colorado ("RVMD"), whose principal address is c/o David B. Peak, District Manager, Clifton Larson Allen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111-2184, and Chatfield Farms Estates Homeowners Association, Inc., a Colorado non-profit corporation (the "HOA"), whose principal address is 8361 N. Rampart Range Rd., Littleton, CO 80125, to memorialize their respective rights and obligations pertaining to irrigation water service to certain Monument Easement Areas described below.

RECITALS

- A. By the Plat of Chatfield Farms Filing No. 1-A, 6th Amendment recorded April 29, 2014, recorded in the records of Douglas County, Colorado at Reception No. 2014021120 (the "6th Amendment Plat"), the property owner, Estates at Chatfield Farms, LLC, created two monument easements (the "Monument Easements") over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6th Amendment, as specifically depicted on the 6th Amendment Plat and described on Exhibit A attached hereto (the "Monument Easement Areas").
- B. Plat Note 12 on the 6th Amendment Plat states that the Monument Easements shall be maintained by the HOA, its successors and assigns.
- C. The HOA has requested that RVMD provide non-potable irrigation water to landscaping located within the Monument Easement Areas.
- D. Raw water is supplied to RVMD by Roxborough Water and Sanitation District ("RWSD") pursuant to the terms of the following two agreements:
- i. Water Supply Agreement between the District and Roxborough Park Metropolitan District (Roxborough Park Metropolitan District changed its name to Roxborough Water and Sanitation District in 2006), dated January 15, 2003 (the "Water Supply Agreement"); and
 - ii. First Amendment to Water Supply Agreement between the District and the Roxborough Water and Sanitation District (Roxborough Water and Sanitation District changed its name from Roxborough Park Metropolitan District in 2006), dated December 1, 2012 (the "First Amendment").
- E. RVMD will incur significant future costs to acquire non-potable irrigation water from RWSD to serve the Monument Easement Areas.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein, and with the intent to be legally bound, hereby, the parties agree as follows:

1. The Recitals are incorporated and made a part of this Agreement.
2. RVMD agrees to provide non-potable irrigation water to the HOA to serve the Monument Easement Areas, subject to the limitations contained in the Water Supply Agreement and the First Amendment.
3. The HOA agrees to accept non-potable irrigation water from RVMD to serve the Monument Easement Areas, subject to the same limitations contained in the Water Supply Agreement and the First Amendment.
4. RVMD has installed or will install one ¾" water meter in the location shown on the diagram attached hereto as **Exhibit B**. Upon installation of the water meter, RVMD will provide irrigation water to the Monument Easement Areas at the rate that RVMD pays for raw water it acquires from RWSD, plus ten percent (10%) for administrative costs.
5. RVMD shall be solely responsible for the cost of maintaining, replacing, and repairing the RVMD irrigation water main and the water meter as shown on **Exhibit B**.
6. RVMD shall read the water meter on a monthly basis and shall provide invoices to the HOA on a monthly basis. Payment by the HOA is due within thirty (30) days after the date that the invoice is mailed or emailed to the HOA. Payments made after the 30th day will incur interest at a rate of twelve percent (12%) per annum or a late charge of \$2.00 per month, whichever is greater, until paid.
7. The HOA shall be solely responsible for the cost of installing, maintaining, replacing, and repairing the HOA irrigation water service line(s) from the water meter to the points of service.
8. The HOA agrees to use the water solely for maintenance of landscaping or other non-potable purposes exclusively on the Monument Easement Areas, and to continue to use the water for purposes similar to current usages and quantities.
9. All disputes that arise relating to this Agreement that cannot be resolved directly by the parties themselves shall be resolved by binding arbitration. Either party may, upon written notice by such party to the other party ("Notice of Arbitration"), submit the dispute for resolution by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 *et seq.* (the "CUAA"), the laws of the State of Colorado and the American Arbitration Association Commercial Arbitration Rules for expedited proceedings before the Judicial Arbitrator Group of Denver, Colorado ("JAG") or, if JAG no longer conducts arbitration proceedings in the Denver metropolitan area, before JAMS of Denver, Colorado ("JAMS"), or, if JAMS no longer conducts arbitration proceedings in the Denver metropolitan area, before the American

Arbitration Association (“AAA”). The parties shall select a single arbitrator and, if they cannot agree upon the arbitrator within seven (7) days after the Notice of Arbitration is given, JAG, JAMS or AAA, as the case may be, shall select the arbitrator. Subject to any limitations contained in the CUAA, the arbitrator shall have all of the power and authority of a district court judge sitting in the State of Colorado to adjudicate the matter submitted. The parties shall cooperate to achieve an expedited hearing date. The decision of the arbitrator shall be rendered within forty-five (45) days after the Notice of Arbitration is given unless otherwise agreed to in writing by both parties, shall be final and may be filed with the District Court of Douglas County (the “Court”) in accordance with the provisions of C.R.S. § 13-22-222. Prior to the appointment of an arbitrator, the Court, upon motion of either party, may enter an order for provisional remedies, including interim awards and temporary restraining orders, to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. Such orders shall remain in effect until and unless the arbitrator is appointed who vacates or modifies the same. Following the appointment of an arbitrator, the arbitrator may issue such orders for provisional remedies, including interim awards and temporary restraining orders, as the arbitrator deems appropriate to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action in a court of competent jurisdiction.

10. All notices required or provided in this Agreement, if hand delivered, must be delivered during business hours on a business day and shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notice of same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date deposited in the United States mails addressed as follows:

To RVMD: Roxborough Village Metropolitan District
c/o David B. Peak, District Manager
Clifton Larson Allen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2184

To the HOA: Chatfield Farms Estates Homeowners Association, Inc.
Attention: Amy Anders
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party’s new address is contained in written notice given to the other party.

11. The HOA shall indemnify, defend and hold harmless RVMD from and against any and all expenses, payment, liability, loss, damage, or other obligation, legal or equitable, arising, directly or indirectly, out of, or in any way related to its use of the Monument Easements

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or the Monument Easement Areas, except to the extent caused by the gross negligence or willful misconduct of RVMD.

12. The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

13. If any clause, provision, section, or subsection set forth in this Agreement is illegal, invalid or unenforceable under future applicable law, the remainder of this Agreement shall not be affected thereby.

14. Except as otherwise provided herein, this Agreement may be modified, altered, amended or terminated only by written agreement of the parties.

15. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado.

16. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person or entity that is not a party hereto unless expressly otherwise provided herein.

17. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18. This Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

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ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a quasi municipal corporation and political subdivision
of the State of Colorado

By: *Linda Goodrich*
Linda Goodrich, President

ATTEST:

By: *Judi Holden*
~~Judi Holden, Secretary~~ *Vice President*

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2014
by Linda Goodrich as President and Judi Holden as Secretary of Roxborough Village
Metropolitan District.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public

#2014043019, 6 OF 10

CHATFIELD FARMS ESTATES
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation

By: [Signature]
Print Name: John M Healy
Its President

ATTEST:

By: _____,
_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on July 23, 2014
by JOHN M HEALY as PRESIDENT and
~~_____ as _____~~ of Chatfield Farms Estates
Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires DECEMBER 4, 2017

[SEAL]

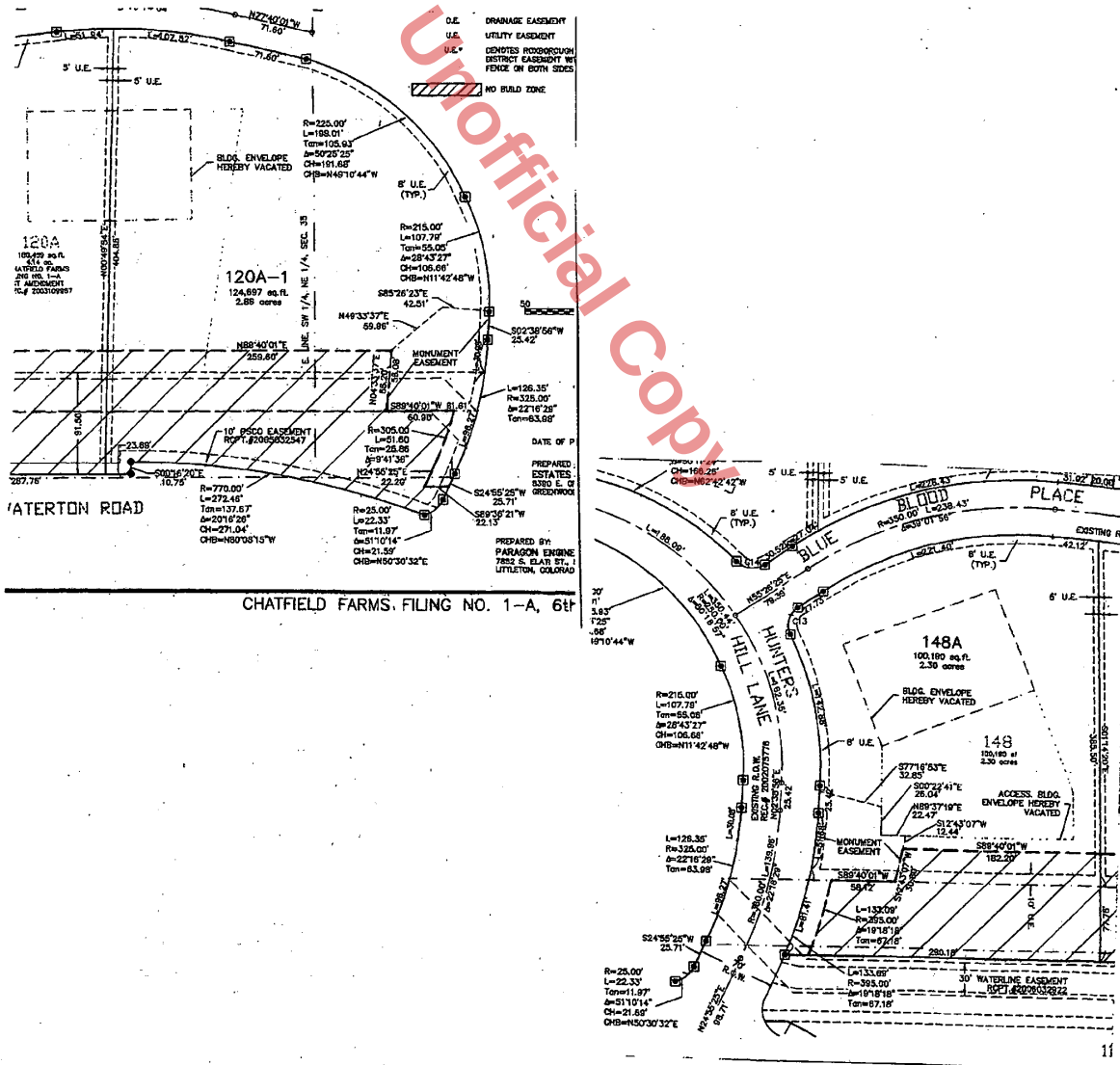
[Signature: Heather A. Stones]
Notary Public

HEATHER A. STONES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134075134
MY COMMISSION EXPIRES DECEMBER 4, 2017

EXHIBIT A

Monument Easement Areas

Monument Easements over a portion of Lots 120A-1 and Lot 148A, Chatfield Farms Filing No. 1-A, 6th Amendment, as described on the Plat of Chatfield Farms Filing No. 1-A, 6th Amendment recorded April 29, 2014 in the records of Douglas County, Colorado at Reception No. 2014021120.

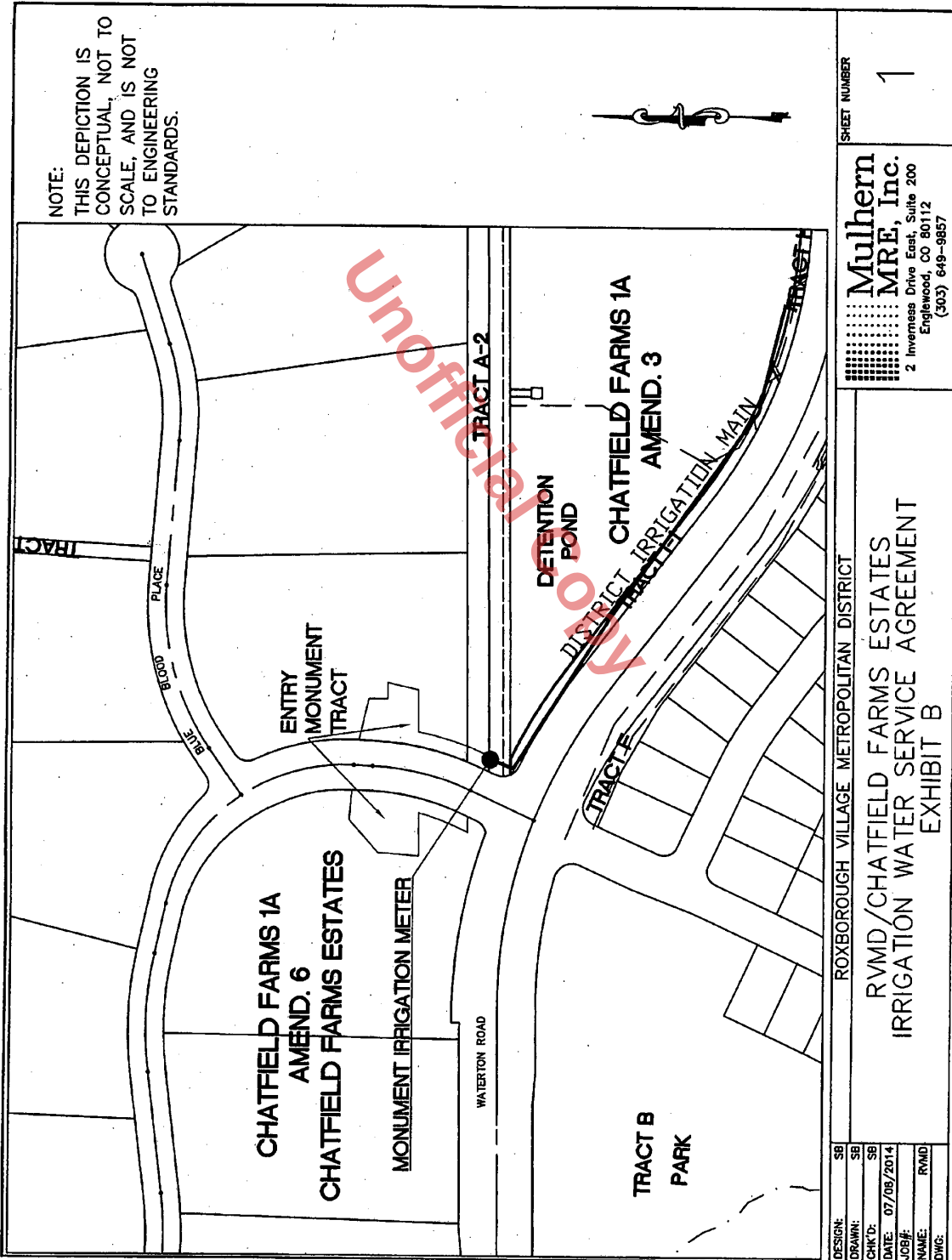


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EXHIBIT B

Diagram Showing Meter Location and RVMD Irrigation Water Main

Unofficial Copy



SHEET NUMBER
1

Mulhern
MRE, Inc.
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 648-9857

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
RVMD/CHATFIELD FARMS ESTATES
IRRIGATION WATER SERVICE AGREEMENT
EXHIBIT B

DESIGN:	SE
DRAWN:	SE
CHK'D:	SE
DATE:	07/08/2014
JOB#:	
NAME:	RVMD
DWG:	