

**APPLICATION AND AGREEMENT FOR
CONVEYANCE AND ACCEPTANCE OF UTILITIES AND FACILITIES**

THIS APPLICATION AND AGREEMENT is made and entered into by and between LAKEWOOD LAND PARTNERS, LP, a [state] limited liability partnership (hereinafter referred to as "Applicant"), whose address is 2000 South Colorado Boulevard, Tower 3, Suite 325, Denver, CO 80222 and the **GREEN MOUNTAIN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as "District,") and whose address is 13919 W Utah Ave, Colorado 80228, and whose telephone number is 303-985-1581.

RECITALS:

WHEREAS, Applicant desires to install water and sewer utilities to a new residential and commercial development on a 32.22-acre parcel (the "PROPERTY") as described as the Southern Parcel on **Exhibit A**, which is identified and known by the parties as the "DENVER FEDERAL CENTER REDEVELOPMENT PROJECT - SOUTH," (sometimes referred to as the "Project") and to have those mains and related appurtenances become a part of the District's public water and sewer utilities; and

WHEREAS, the Property has undergone extensive environmental investigations over several decades, and various remedial measures have been implemented at several locations at the property to address environmental contamination related to the Property's prior uses, including munitions manufacture and landfill uses; and

WHEREAS, the Colorado Department of Public Health and Environment ("CDPHE") has issued No Further Action determinations for the DENVER FEDERAL CENTER REDVELOPMENT PROJECT – SOUTH; and

WHEREAS, contamination remains in groundwater and may remain in soils in areas of the Property following completion of the remedial measures; and

WHEREAS, certain sewer and water utilities and related appurtenances will be installed under West 4th Avenue in an area designated as the Maintenance Existing Land Cover Area ("MECLA");

WHEREAS, environmental use restrictions and institutional controls were placed on the property by CDPHE in 2017 that restrict certain use of the Property, including restrictions on access to groundwater across the entire 32.22-acre Property, protection, inspection, and maintenance of the integrity of cap corrective action measures in areas designated as the MECLA, including the portion of West 4th Avenue under which sewer and water lines and related appurtenances will be installed as a part of the DENVER FEDERAL CENTER REDVELOPMENT PROJECT – SOUTH; and

WHEREAS, the District, with its consultant Trihydro Corporation ("Trihydro") has identified certain requirements to address the potential for environmental contamination in soil

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and groundwater with the potential to impact construction, operations, and maintenance of water and sewer utilities and related appurtenances at the DENVER FEDERAL CENTER REDEVELOPMENT - SOUTH; and

WHEREAS, Applicant is willing to implement the District's requirements as a condition to the District's acceptance of the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH water and sewer utilities and related appurtenances; and

WHEREAS, Applicant and the District desire to execute an agreement setting forth the terms and conditions pursuant to which said water and sewer utilities and related appurtenances at the Project will be initially accepted by the District and allowed to connect to the District's public water and sewer utilities and, if finally accepted by the District, shall become part of the District's public water and sewer utilities for all purposes including maintenance; and

WHEREAS, Applicant and the District also desire to execute this agreement to set forth the additional environmental measures that must be implemented by Applicant.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions.

1.1. The term "sewer system" shall mean all sewer mains, manholes, cleanouts, lift stations and related appurtenances used for collecting, pumping, treating and disposition of sewage which are owned and operated by the District; provided, however, the term "sanitary sewer mains" shall not under any circumstances include private service lines, underdrains or storm drains.

1.2. "Approved Plans" shall mean the latest set of plans and specifications approved for construction by the District's consulting engineer.

1.3. "Local Facilities" shall mean those facilities designed primarily to serve individual developments and includes all facilities necessary to serve the infrastructure of the development. Local Facilities do not include Service Lines.

1.4. "Project" shall mean the water and sewer mains and service lines contemplated under this Agreement for the DENVER FEDERAL CENTER REDEVELOPMENT - SOUTH, including the Local Facilities within the platted development.

1.5. "Applicable Governmental Authority" shall mean the District or any governmental, municipal or quasi-municipal entity that has jurisdiction with respect to the Project.

1.6. The term "water system" shall mean all water mains and related facilities and appurtenances which are owned and operated by the District and used for delivery of water to customers.

1.7. The term "Environmental Measures" shall mean the requirements for development necessary to investigate and address potential environmental contamination at the

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Property during and after construction as a condition of the District's acceptance of the sewer and water utilities and related appurtenances.

2. Application for Construction of Project.

Subject to all District requirements, including, but not limited to, its rules and regulations, as the same now exists or may hereafter be amended, Applicant hereby makes application to the District for permission to construct the Project to serve Applicant's real property as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference. If the Applicant elects not to proceed with the Project, the Applicant shall be responsible for any actual and reasonable costs or expenses incurred by the District up to and including the date Applicant abandons the Project, including costs or expenses incurred related to the Environmental Measures.

3. Cost of the Project.

Applicant shall pay all of the costs for designing, constructing and installing the Project including, but not limited to, all applicable engineering design reviews, construction phase services, initial and final acceptances, reasonable legal and administrative costs incurred by the District in connection therewith until final acceptance is granted.

4. Approved Plans.

Applicant covenants and agrees that the Project will be constructed in accordance with the Approved Plans and any District approved modifications or additions made thereto. Further, Applicant warrants that the Project will be constructed in a workmanlike manner and that, once constructed, the Project will be fit for its intended purpose.

5. Supervision of Work.

The District shall have no responsibility to supervise or direct construction of the Project. Applicant or Applicant's contractor will supervise and direct construction of the Project and will be responsible for the means, methods, techniques, sequences and procedures of construction.

5.1 Inspection of Work. At all times during Applicant's construction of water and sewer improvements, the District, its employees, agents, or Engineer, has the right, in its discretion and without obligation, to inspect the improvements to ascertain that the materials and workmanship conform to the approved plans, standards and specifications.

5.2 Deposit. The Applicant shall reasonably cooperate with and assist the District in gaining access to the areas within the Project designated for inspection. The Applicant shall reimburse the Actual Cost (defined below) incurred by the District for such inspection/observation. The applicable hourly rate for District personnel shall be as set forth in Appendix A to the District's Rules and Regulations, a copy of which has been provided to Applicant as of the date hereof. If inspection services are provided by District's Engineer, the Actual Costs paid by the District to the District's Engineer shall

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be reimbursed by Applicant. The amount charged for hourly personnel of the District or the actual amount paid by the District to the District's Engineer solely relating to the inspection of the Project are herein referred to as the "Actual Costs". The Applicant requesting or needing the inspection/observation shall deposit an amount estimated by the District to cover the fee for such inspection when the request for or notice of the needed inspection is made. Any unused portion of the deposit will be refunded. At least \$20,000.00 shall be kept on deposit at all times until the Project is completed. If the deposit account falls below \$20,000.00, the deficit will be invoiced to the Applicant, and the account must be replenished before further inspections will be made. Construction shall not commence on any project requiring plan review or inspection by the District until the initial \$20,000 deposit has been made.

6. Applicant's Warranty.

6.1 Applicant warrants that all water and sewer utilities shall be constructed in strict accordance with the approved construction plans and specifications, District's standards, specifications and its rules and regulations, inspected during construction by the District, satisfactorily tested and approved. AutoCAD digital computer files indicating "as-built" conditions, including horizontal and vertical survey coordinate information for all fittings, valves, fire hydrants, manholes and other appurtenances, prepared in conformance with District Rules and Regulations shall be submitted prior to final field review for the start of the warranty period.

6.2 Acceptance by the District is not deemed final until such time as all street, curb and gutter improvements have been made, or at such time as the ten-year contractive warranty of workmanship and materials expires, whichever date is the later. During the warranty period, the expense of any repairs or maintenance to the lines and facilities conveyed hereby caused by defective workmanship, street or utility construction, traffic, or other action, shall be borne by the Applicant. The acceptance of the conveyance shall include only those facilities and appurtenances that are intended to become part of the District's sewer system or water system, as applicable, and does not include water and sewer service lines and appurtenances, any under drains, storm drains or storm sewers, or any other drainage facilities.

6.3 Applicant agrees that any work required by the District hereunder, whether performed by Applicant or Applicant's contractor or by the District in the event of the refusal or inability of the Applicant and/or Applicant's contractor to perform the work until the Project is finally accepted by the District, shall not impair or void the Applicant's warranty under this Section 6 or any other obligation or liability of the Applicant imposed by law or contract.

6.4 Applicant further agrees that in emergency situations, the District shall have the right to perform whatever maintenance or repairs the District determines are necessary to protect the public health and safety without giving advance written notice to Applicant. Applicant agrees to pay all reasonable costs incurred by the District in performing emergency repairs and maintenance within thirty (30) days after receipt of the District's invoice thereof, together with all costs of collection and fines, including reasonable engineering and attorney's fees and interest thereon at the rate of 1.5 percent

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per month on amounts that are past due. The term “emergency” shall mean any situation where, in the District’s determination, the public health or safety would be jeopardized or endangered by waiting for Applicant or Applicant’s contractor to initiate and perform the needed maintenance and/or repairs.

7. Environmental Measures.

7.1 Applicant agrees to undertake the following requirements related to environmental contamination at the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH in order to investigate and prevent or minimize to the extent possible impacts to construction, operations, and maintenance of water and sewer utilities and related appurtenances. Certain of the ENVIRONMENTAL MEASURES will be performed by the District’s consultant, Trihydro, at the Applicant’s expense.

7.1.1 Prior to construction of sewer and water utilities and related appurtenances, the Applicant shall obtain a voluntary Corrective Action Plan from CDPHE to provide for 1) regulatory oversight of the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH redevelopment activities under the Corrective Action Program, and 2) approval of a contingency Materials Handling Plan for the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH.

7.1.2 Prior to construction of sewer and water utilities and related appurtenances, the Applicant shall obtain a voluntary Corrective Action Plan modification from CDPHE to update the existing CDPHE-approved Material Handling Plan and Operations and Maintenance Plan to reflect infrastructure improvements within the MELCA, including the portion of the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH that requires construction under West 4th Avenue.

7.1.3 At least 90 days prior to construction of sewer and water utilities and related appurtenances Trihydro shall conduct sampling at four existing wells on-site and two groundwater wells at the northeast area of the site, as depicted in **Figure [x]**, and analyze the samples for: for polyfluoroalkyl substances (“PFAS”), 1,4-dioxane, VOCs, SVOCs, and dissolved metals, as well as depth to groundwater to verify proximity to utility lines and structures and estimate groundwater flow direction and gradient. The Applicant shall provide access to the groundwater wells for this sampling. As a condition precedent for the commencement of any construction of the Project, the District shall approve the results of the sampling contemplated under this Section 7.1.3 in its sole discretion. The District may require additional sampling or corrective action prior to its approval of the sampling under this Section 7.1.3.

7.1.4 During utility installation trenching, the Applicant shall obtain laboratory soil confirmation samples at least every 100 feet of linear utility for the contaminants of concern at the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH—VOCs, SVOCs, metals, pesticides, asbestos, and pH in accordance with the attached **Table [x]**. In the event groundwater is encountered during construction, the Applicant shall collect grab samples of groundwater for VOCs, SVOCs, metals, pesticides, asbestos, PFAS, and 1,4-dioxane. If grab sample results demonstrate elevated

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levels of constituents, Applicant shall install a groundwater monitoring well at that location for further confirmatory testing. The Applicant shall provide the District the results of such sampling. The District shall approve the results of the sampling contemplated under this Section 7.1.4 in its sole discretion. The District may require additional sampling or corrective action prior to its approval of the sampling under this Section 7.1.4.

7.1.5. During utility installation, all soil disturbing activities associated with the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH will be performed in accordance with the CDPHE-approved Materials Handling Plan under the full-time oversight of an appropriately qualified Colorado Asbestos Building Inspector (“CABI”) to identify asbestos containing materials, including but not limited to buried piping and associated materials. Should asbestos containing materials be identified, they will be removed from the utility alignment.

7.1.6. During utility installation, the Applicant shall conduct soil screening with both a photoionization detector equipped with a 10.6 eV lamp as well as a 4-gas meter capable of detecting methane and hydrogen sulfide, and shall provide the District the results of such screening.

7.1.7. Applicant shall install an impermeable vapor barrier liner to mitigate potential impacts, including soil, groundwater, and soil vapor, from migrating into the utility corridor. The barrier shall be a 60-90 millimeter impermeable vapor barrier (i.e., STEGO/DRAGO or similar vapor barrier).

7.1.8. During utility installation, Applicant shall construct a clean fill utility corridor for the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH, which shall require the over-excavation of potentially impacted soils consistent with the requirements of the District and Denver Water, as more fully described in the regulations of the District and Denver Water.

7.1.9 Prior to conveyance of the utility lines or any easements, Applicant shall obtain a comfort letter from CDPHE clarifying that the agency will not seek to require the District to satisfy obligations of the “owner” pursuant to the CDPHE Restrictive Notice, Operations & Maintenance Plan, and Materials Management Plan applicable to the MELCA.

7.1.11 Prior to conveyance of the utility lines or any easements, Trihydro or another environmental professional of the District’s choice, shall provide, in form acceptable to the District, a Phase 1 Environmental Site Assessment that complies with the requirements ASTM 1527-21, including environmental lien and activity use limitation searches, and listing the District as a user.

7.1.10 If construction dewatering during redevelopment activities or in the future is warranted due to sanitary sewer or water line repairs, maintenance or replacement, the Applicant shall reimburse the District for the expense of any dewatering permit or management of contaminated groundwater incurred during the facility maintenance or replacement work on the Property. To secure this obligation, and to cover

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any expenses the District may incur in relation to the presence of hazardous substances or contaminants in, at, underlying, or impacting the Project, the Applicant shall post a Warranty and Maintenance Bond to cover, among other obligations, the costs associated with the management or remediation of contaminated groundwater, and shall assign the obligation to reimburse the District to any successor entity, including any special district or homeowners association to be created for the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH. This requirement shall survive the District’s final acceptance of the DENVER FEDERAL CENTER REDEVELOPMENT – SOUTH water and sewer utilities, and shall be memorialized in a Warranty and Maintenance Agreement, as set forth in Paragraph 13.5.

8. Ownership.

Until dedicated to and finally accepted by the District, the Project shall be owned by Applicant, and Applicant shall have full and complete responsibility for the Project including the safety conditions at the construction site. By way of explaining and not limiting the foregoing provisions of this paragraph 8, Applicant agrees that until the District accepts the Project in accordance with the provisions of paragraph 10 below, the District shall have no obligation pursuant to Section 9-1.5-103 C.R.S., to locate any sewer main or related appurtenance that is a part of the Project. Until acceptance of the Project by the District, said locate obligation, if any, shall be the sole responsibility of the Applicant.

9. Tap Permits.

No sewer taps permits shall be issued or sold for connection to the Project and no such taps shall be made to the Project until the District has initially accepted the Project in the manner as set forth in paragraph 10 below.

10. Conditions for Initial Acceptance.

Each of the following conditions shall be a condition precedent which must be satisfied before the District will initially accept the Project:

10.1 Approved Plans. The District in its sole discretion is satisfied that the Project has been constructed in accordance with the Approved Plans; and

10.2 Easements. The District is satisfied that all easements have been obtained for the Project and that the Project as constructed is located within said easements or other suitable public rights-of-way; and

10.3 Record Drawings/Acceptable Testing Results. Receipt by the District of record drawings for the Local Facilities of the Project, signed and stamped by the engineer, certified compaction test results, tracer wire testing, and any survey certifications satisfactory to the District Engineer, that the District’s President may require; and

10.4 Televising. The completed sewer main(s) must be televised by the

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Applicant at the sole cost of the Applicant. Televising must be reviewed and approved by the District prior to conditional acceptance.

10.5 Cleaning. Applicant shall submit the Project in a clean condition.

10.6 Environmental Measures. Receipt by District of documentation of completion of each of the Environmental Measure set forth in Part 7 satisfactory to the District. The District shall retain sole discretion to approve any results of environmental testing or implementation of other Environmental Measures, and to require additional Environmental Measures including further environmental testing.

10.7 Contemplated Use. Without in any way being limited by the specificity of the foregoing, the District, in its sole discretion, is satisfied that there are no matters outstanding which would prohibit or unreasonably interfere with its intended purpose.

11. Conditional Acceptance.

Conditional Acceptance shall be accomplished by the District's President and/or Engineer, if applicable, affixing his or their signature to the Conveyance & Acceptance of Utilities and Facilities Agreement in the space provided for on page _____. As of the date of Conditional Acceptance, all of Applicant's rights, title and interest in and to the Project, including but not limited to all mains, pipelines, manholes, and related parts and materials which comprise the Project, shall automatically and immediately pass to and be conveyed to the District with no additional transfer proceedings or documents being necessary; provided, however, that the Applicant shall remain contractually obligated to perform said contractor's warranty, maintenance and repair obligations for a period of ten (10) years from the date of conditional acceptance or until the Project is finally accepted by the District, whichever period is longer and Applicant shall remain contractually obligated for all reimbursements, indemnifications, and insurances provided for in this Agreement.

12. Contractor Warranties.

Applicant may cause its contractor to warrant and guarantee to District contractor's work performed on the Project. Any such warranty by Applicant's contractor shall be in addition to and not in lieu of Applicant's warranty and guarantee obligations to the District as set forth in this Agreement.

13. Conditions for Final Acceptance.

One (1) year from the date of Conditional Acceptance, the District's President and/or Engineer, and/or the District's appointed designee, as the case may be, will inspect the Project for final acceptance. Each of the following conditions shall be a condition precedent which must be satisfied before the District shall finally accept the Project.

13.1 Current videos of the entire system have been reviewed and any defects

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have been repaired to the satisfaction of the District's Engineer; and

13.2 There has been no damage or destruction to the Project; and if there has been damage or destruction, the same has been repaired, and the cost of such repair has been paid by Applicant; and

13.3 Any deviation in the construction of the Project from the Approved Plans has been corrected. Without in any way limiting the generality of the foregoing sentence, attention shall be paid to assure that all manholes and manhole covers are at finished grade, free and clear of sand, gravel, stones or other foreign material. In the absence of deficiencies, the Project will then be deemed finally accepted and the District will, from that date forward, operate and maintain said lines and facilities at the District's expense.

13.4 Without in any way being limited by the specificity of the foregoing, the District, in its sole discretion, is satisfied that there are no matters which would prohibit or unreasonably interfere with the use of the Project for its intended purpose.

13.5 To induce the District to execute this Agreement and to provide additional assurance that Applicant will fully perform all of Applicant's obligations contained herein, Applicant agrees to deliver to District concurrent with this Agreement, a full executed Warranty and Maintenance Bond in the form attached hereto as Exhibit [x] issued by a surety acceptable to the District and in an amount to be determined by the District in the reasonable exercise of its discretion., The performance of any warranty, maintenance or repair work upon the Project by the Applicant, Applicant's contractor or the District shall under no circumstances release, discharge or modify in any way Applicant's obligations under the Warranty and Maintenance Bond.

14. Final Acceptance:

Final Acceptance shall be accomplished only by the District 's President and/or Engineer, and/or the District's appointed designee, as the case may be, affixing his/her or their signatures to the Conveyance & Acceptance of Utilities and Facilities Agreement in the space provided on page _____. As of the date of Final Acceptance, the District accepts the Project for all purposes, including maintenance and repairs, and the Applicant's obligation to pay for same shall cease; provided, however, that Applicant's reimbursement obligation set forth in paragraph 7.1.10, Applicant's obligation to maintain a Warranty and Maintenance Bond set forth in paragraph 13.5, and Applicant's indemnification obligation as set forth in paragraph 16 below shall survive Final Acceptance.

15. Manholes.

Notwithstanding any other provision contained in the Agreement to the contrary, if the sewer mains that are subject to this Agreement are installed in private or public streets and the surface of the street is not paved by the time of final acceptance, Applicant shall remain responsible for raising the manholes to finished street grade in accordance with specifications of the governing jurisdiction when the street is paved. Applicant shall notify the District when the work to raise the manholes is complete so that the District may inspect the work. As part of the work on the manholes, Applicant shall insure that

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the manholes are clear of debris and are operational. If the Applicant does not raise the manholes as required herein, the District may perform the work at Applicant's sole cost and expense within thirty (30) days after notice to Applicant. Applicant shall make payment to the District within thirty (30) days after invoice. In the event payment is not timely made, Applicant agrees to pay all costs of collection (including reasonable attorney's fees) together with interest on the unpaid delinquent amount at the rate of 1.5 percent per month or part thereof.

16. Indemnification.

Applicant shall indemnify and hold harmless the District, its officers, agents, consultants and employees, from all claims and demands or liability of whatsoever kind or nature (including reasonable attorney's fees) arising out of or encountered in connection with the construction of the Project or its operation or maintenance, including claims, demands, or liability related in any way to the presence, migration, or exposure to contamination in environmental media, whether existing at the time of the Agreement, and whether such claim, demand or liability is caused in any way by Applicant, its agents or employees, or by Applicant's contractor or subcontractor, their agents or employees, or by any product or materials installed on the Project by Applicant, its contractors or subcontractors.

17. No Duty No Reliance.

The District, by its review and approval of the plans for the Project, does not assume any duty of care with respect to the Applicant or the Project. It is the Applicant's sole responsibility to prepare, design the plans and select the materials for the Project in accordance with the District's requirements and all applicable District Rules and Regulations. It is also the Applicant's sole responsibility to construct the Project in accordance with the Approved Plans.

Applicant represents that Applicant has read thoroughly the Approved Plans for the Project, examined the Project site and ascertained all soil, geological, groundwater and other conditions to be encountered and which might affect the construction, operation and maintenance of the Project. Applicant agrees that it enters into the Project relying on its own investigation and information and not on any statements or representations, if any, that have been made by the District, its officers, agents, consultants or employees.

If Applicant or Applicant's professional engineers disagree with any part or portion of the Approved Plans for the Project, such disagreement shall be brought to the attention of the District for resolution prior to the construction of the Project. Nothing herein contained shall be construed to place any obligations on the District to modify, deviate or change its standards and specifications as a result of any disagreement or objection lodged by the Applicant.

18. Insurance.

The following insurance coverages, issued by insurance companies acceptable to

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the District, shall be obtained, paid for and kept in full force and effect by Applicant until final acceptance of the Project, provided, however, that if Applicant contracts for the construction of the Project, then Applicant's contractor shall cause the following insurance coverages, issued by insurance companies acceptable to the District, to be obtained, paid for and kept in full force and effect until final acceptance of the Project:

18.1 Worker's compensation insurance covering all works engaged in performance of the work on the Project in amounts not less than minimum coverage required by law, including employer liability coverage for not less than \$100,000.00.

18.2 Liability insurance, including automobile liability and property damage coverage at least equivalent to the most recent Commercial General Liability Insurance Policy form. Such policy or policies shall be written on an "occurrence" basis and maintained in minimum amounts of \$1,000,000.00 per occurrence, with a \$2,000,000.00 general aggregate limit and a \$1,000,000.00 product/completed operations aggregate limit. Said policies shall contain an endorsement naming the District, the District's designated representatives, and the District's Engineer as additional insured and providing that any insurance maintained by the District is excess and non-contributing with the insurance required hereunder.

18.3 Any policy of insurance required hereunder shall contain a contractual liability endorsement covering indemnity and defense obligations of Applicant and such other coverages as may reasonable be required by the District. Such policy will, among other things, make specific reference to this Agreement.

18.4 Any policy insuring against loss caused by physical damage to any portion of all of the Project, or to materials to be incorporated into the Project, or covering Applicant or Applicant's contractor's tools, supplies, machinery or equipment shall contain an endorsement providing that the insurer waives its right of subrogation against the District and any other named insured. Nothing contained in this paragraph shall give or create in any third party any claim or right of action against the District, except which may exist irrespective of this paragraph.

19. Proof of Insurance.

Prior to the commencement of any construction on the Project, Applicant or Applicant's contractor, as the case may be, shall furnish to the District certificates of insurance or copies of policies showing that such insurance required herein is in force and that the premiums due thereon have been paid and that the District is named as an additional insured on the liability policy. Such certification or policies shall provide that the insurance may not be cancelled, terminated or modified without fifteen (15) days advance notice thereof to the District. No policy shall contain any provisions for exclusion from liability other than the provisions for exclusion forming a part of the standard basic, unamended and unendorsed form of policy; provided, however, in no event shall any exclusions be permitted which conflict with any coverage required by this Agreement.

20. Impact of Acceptance

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Any acceptance or condition acceptance under this Agreement is limited to the DENVER FEDERAL CENTER REDVELOPMENT PROJECT – SOUTH. Nothing herein shall be construed as evaluation or approval of any project on the parcel referred to as DENVER FEDERAL CENTER REDEVELOPMENT PROJECT – NORTH or of any other proposed or contemplated project by the District. If submitted to the District, the DENVER FEDERAL CENTER REDEVELOPMENT PROJECT – NORTH shall be subject to a separate and distinct review and approval process by the District.

21. Modification.

This Agreement can be modified only by a written agreement signed by both parties hereto.

22. Interpretation of Agreement.

This Agreement and the Approved Plans are intended to supplement one another. However, in the event of a conflict, the conflict shall be brought to the attention of the District's President, who shall have final authority to resolve any conflicts. Any capitalized term contained herein and not otherwise defined herein shall have that definition as set forth in the District's Rules and Regulations.

23. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

24. Assignment.

Applicant may not assign this Agreement without the express written consent of the District, which shall not be unreasonably withheld, conditioned or delayed.

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IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the day and year opposite their signatures.

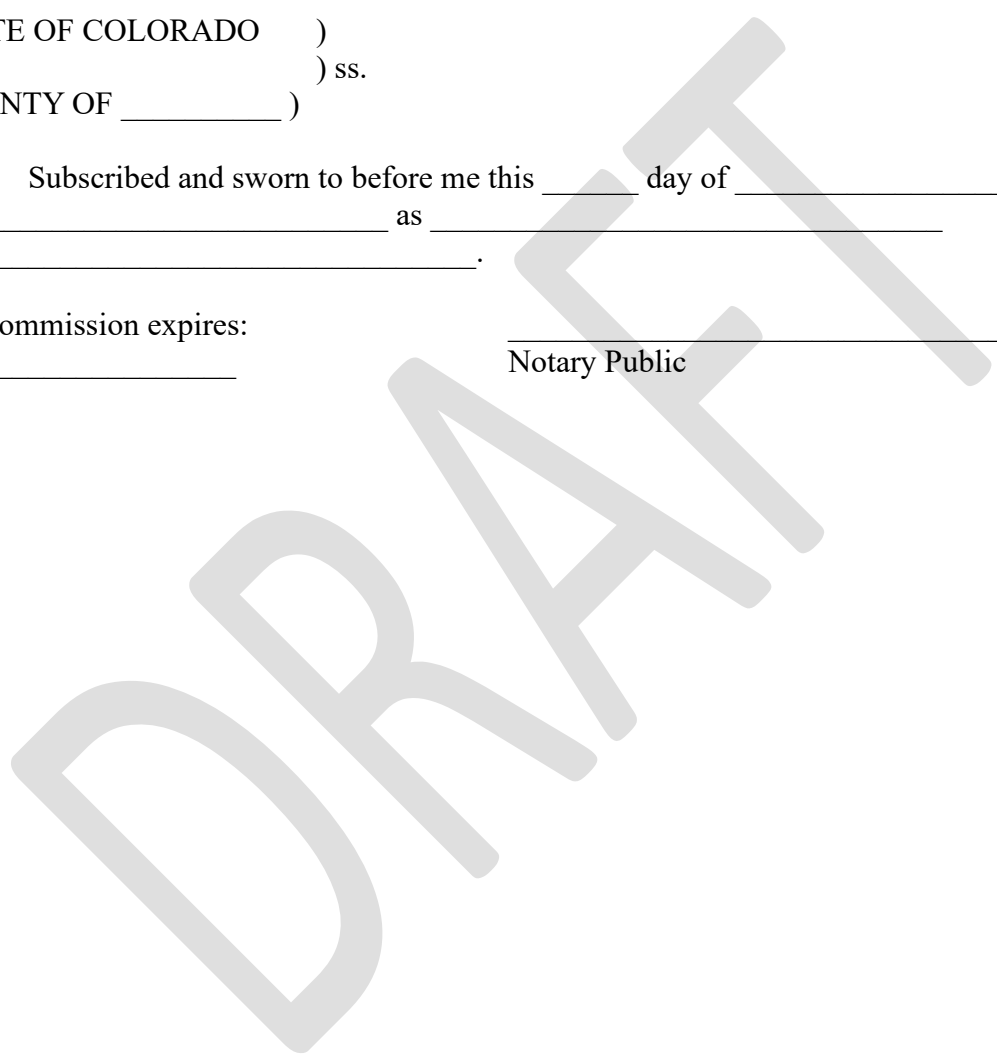
APPLICANT:

Date: _____ Title: _____ By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__,
by _____ as _____
_____.

My commission expires: _____
_____ Notary Public



APPROVALS BY DISTRICT

GREEN MOUNTAIN WATER AND SANITATION DISTRICT

a) Approval of Application

Date: _____
District President

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