

## **EXHIBIT D**

### **Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe**

**INTERGOVERNMENTAL AGREEMENT REGARDING  
COST SHARING FOR USE OF SHARED PIPE**

This Intergovernmental Agreement ("Agreement") is made and entered into this 27th day of October, 2006 by and among the City of Littleton, Colorado Sewer Utility Enterprise, a water activity enterprise of the State of Colorado (the "City"), the Platte Canyon Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Platte Canyon") and the Roxborough Water and Sanitation District (formerly Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado ("Roxborough"), collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, Roxborough is constructing a pipeline (the "Pipeline") for the purpose of transporting wastewater from Roxborough's existing facilities to the Littleton-Englewood Wastewater Treatment Facility; and

WHEREAS, the southernmost portion of the Pipeline will consist of a force main pipeline, extending from Roxborough's existing wastewater treatment facility north generally to C-470; and

WHEREAS, the northernmost portion of the Pipeline will consist of a gravity-flow line extending from the connection to the proposed force main, located north of C-470 and east of South Platte Canyon Road, north to the tie-in at the existing City of Littleton 54-inch sanitary interceptor located west of the intersection of Bellevue Avenue and Santa Fe Drive (the "Gravity Flow Pipe"). The Gravity Flow Pipe is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the Gravity Flow Pipe will be accessed and used by Platte Canyon and the City (the "Shared Pipe"). The Shared Pipe will have capacity for the wastewater flow of Roxborough, Platte Canyon and the City. The Shared Pipe is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, Platte Canyon utilizes a lift station located generally between Bowles Avenue and Prince Street (the "Platte Canyon Lift Station") and;

WHEREAS, Platte Canyon desires to abandon its connection to the Platte Canyon Lift Station and connect to the Shared Pipe through a Platte Canyon owned gravity flow pipeline at the Point of Connection as defined in Paragraph 8; and

WHEREAS, the Shared Pipe can be constructed to accommodate the current and projected flows which would otherwise be served by the Platte Canyon Lift Station; and

WHEREAS, Roxborough is willing to construct the Shared Pipe to accommodate the current and projected flows which would otherwise be served by the Platte Canyon Lift Station

provided Platte Canyon and/or the City are willing to pay their proportionate share of operation and maintenance costs for the Shared Pipe along with their proportionate shares of the total project costs associated with constructing the Shared Pipe, which respective shares shall be the same as each Party's respective required percentage of capacity in the Shared Pipe.

WHEREAS, the Parties desire to enter into this Agreement to allocate their respective capacity in the Shared Pipe as well as to set forth their respective payment obligations for the costs of constructing the Shared Pipe; and

WHEREAS, the Parties are governmental entities and a further purpose of this Agreement is to promote the public health, welfare and safety of the inhabitants of both Districts and the City; and

WHEREAS, this Agreement shall be construed in light of the public nature of the contracting Parties and their powers, purposes and limitations and shall at all times conform with such powers and limitations.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Conditions Precedent.** The Parties acknowledge that Roxborough's construction of the Shared Pipe requires the approval of the State of Colorado Department of Public Health and Environment, and may require the approval of other governmental entities having jurisdiction over or with respect to the Shared Pipe, including but not limited to, the Denver Regional Council of Governments. In the event such approvals are not obtained and the Shared Pipe is not constructed, Roxborough shall return any payments made by Platte Canyon or the City pursuant to Paragraph 6 of this Agreement. Such payments shall be returned within 30 days of written notice from Roxborough that the required governmental approvals have not been obtained and that the Shared Pipe will not be constructed.

2. **Construction and Design.** Except as otherwise agreed in writing by the Parties, all matters relating to the design and construction of the Pipeline, including the Shared Pipe, shall be under the reasonable control and at the reasonable discretion of Roxborough.

Roxborough understands that Platte Canyon intends to connect a gravity flow pipeline to the Shared Pipe in order to bypass Platte Canyon's existing sewage lift station. In finalizing the design of and in constructing the Shared Pipe, Roxborough shall not act or fail to act in any way that would unreasonably or adversely interfere with Platte Canyon's ability to connect to and thereafter utilize the Shared Pipe through a gravity flow connecting pipeline.

2.1 **Sharing of Information.** As part of the final design of the Shared Pipe, Roxborough has provided the City and Platte Canyon with copies of the final design plans and specifications. All matters relating to the design and construction of the Shared Pipe shall remain in Roxborough's control, pursuant to Paragraph 2 of this Agreement.

If for any reason Platte Canyon cannot connect by gravity into the Shared Pipe, Platte Canyon and/or the City shall have the right to terminate this Agreement. Upon termination, Platte Canyon and the City shall receive a refund of whatever monies have been paid to Roxborough and not expended as of the date of such termination and each Party shall thereafter be relieved of any further obligations under this Agreement.

3. **Change Orders.** Except as otherwise provided in this Agreement or hereinafter agreed to in writing by the Parties, Roxborough shall have the sole responsibility, in the reasonable exercise of its discretion, for approving all change orders required for the construction of the Pipeline, including the Shared Pipe. All change orders approved by Roxborough shall require the Parties to pay their allocated percentage of the cost of the change order, as such percentage is defined in Paragraph 5.4 of this Agreement. Roxborough shall notify Platte Canyon and City of the need for any change order at such time as a change order is requested by either the contractor or Roxborough. In the event, any individual change order exceeds 5% of the initial contract price for the Shared Pipe, as reflected in the awarded construction contract, Platte Canyon and City shall be provided three (3) business days in which to approve or disapprove the proposed change order. If Platte Canyon and/or City disapproves the proposed change order and Roxborough determines that the proposed change order should be executed despite such disapproval, then the provisions of Paragraph 3.1, below, shall apply. Further, in the event the total of all change orders for the Shared Pipe exceed 15% of the initial contract price for the Shared Pipe, as reflected in the awarded construction contract, and Platte Canyon and/or City disapprove of the same upon three (3) business days notice from Roxborough of the total amount of all change orders for the Shared Pipe, the provisions of Paragraph 3.1, below, shall apply. All notices related to change orders required by this Paragraph 3 shall be sent via e-mail to the individuals listed in Paragraph 10.

3.1 **Dispute Resolution Procedure.** If the events described in Paragraph 3, above, occur during construction of the Shared Pipe, the dispute resolution procedures set forth in this subparagraph shall be utilized after construction has been completed, but before the final billing adjustment required by Paragraph 6.1, below. A committee composed of two (2) representatives from each of the Parties shall convene to evaluate the cause(s) of the change orders, and whether the change order or orders should be considered Shared Pipe Construction Costs, chargeable to the Parties generally, or whether those costs should be chargeable only to Roxborough or one of the other Parties.

If the Parties can not agree on an allocation of change order costs, then the dispute shall be submitted to an independent Arbiter to be selected by the Parties. If the Parties can not agree on a person to serve as an independent Arbiter, then the immediate Past-President of the Colorado Chapter of the American Consulting Engineer's Council shall select the names of seven (7) Registered Professional Engineers qualified to act as Arbiter of such a dispute. Each Party shall strike two (2) names from the list within ten (10) working days from the date the list is presented. The remaining person shall act as Arbiter. The Arbiter shall allow as Shared Pipeline construction costs, any change orders or order or portions thereof that the Arbiter finds to be reasonable under the circumstances. The Arbiter shall also allocate those costs between and among the Parties as the Arbiter determines appropriate. The Arbiter's decision shall be binding on the Parties.

4. **Phasing of Construction.** Notwithstanding any other provision contained in this Agreement to the contrary, Roxborough shall have the right to construct the Pipeline in such phases as Roxborough determines appropriate; provided, however, that once construction of the Shared Pipe is commenced, it shall be prosecuted diligently to completion. Further, before construction of the Pipeline or any portion thereof commences, Roxborough shall provide the City and Platte Canyon with a construction schedule for the Shared Pipe, so that Platte Canyon and the City can determine when the Shared Pipe shall be constructed, and when it is reasonable to anticipate that Platte Canyon's lift station can be taken out of service.

5. **Construction Cost Payment Obligations.** Subject to the requirements of Paragraph 30, below, each Party shall pay their proportionate share of the Shared Pipe Construction Costs as set forth in Paragraph 5.4, below. Subject to the requirements of Paragraph 30, below, Platte Canyon and City shall pay their proportionate share of Related Costs as set forth in Paragraph 5.3, below.

5.1 **Shared Pipe Construction Costs.** Shared Pipe Construction Costs shall mean all direct charges incurred by Roxborough in constructing the Shared Pipe, but shall not include any Related Costs, as that term is defined in Paragraph 5.2, below. Shared Pipe Construction Costs shall include the direct purchase costs of contracted or Roxborough-furnished materials, construction contract payments, and payments made directly by Roxborough to third-parties for easements or rights of way for the Shared Pipeline. The estimated Shared Pipe Construction Costs are \$ 1,750,000.

5.2. **Related Costs.** Related Costs shall mean all internal and overhead costs incurred by Roxborough in constructing the Shared Pipe, including but not limited to the costs of design and other consultants retained by Roxborough for constructing the Shared Pipe, and shall include, but not be limited to all of the services if provided for or contracted by Roxborough: contract administration, design, review, survey, inspection, materials testing, legal fees, publication costs and costs of posting all applicable notices. Related Costs shall be calculated as a percentage of Shared Pipe Construction Costs.

5.3 **Calculation of Related Cost.** Related Costs for the Shared Pipe, shall be 23% of the actual Shared Pipe Construction Costs. Platte Canyon's share of Related Costs shall be 46.2%, the City's share of Related Costs shall be 7.4%, and Roxborough's Share of Related Costs shall be 46.4%.

5.4 **Each Party's share of Shared Pipe Construction Cost.** Each Party shall be responsible for paying a percentage of the Shared Pipe Construction Cost, which percentage shall be equivalent to each Party's relative percentage of the total capacity of the Shared Pipe, as calculated based upon the expected peak flows set forth in Paragraph 7, below. The Parties agree, based upon their respective capacity demands as set forth in Paragraph 7, below, that the City shall be responsible for payment to Roxborough of 7.4% of the Shared Pipe Construction Cost, Platte Canyon shall be responsible for payment to Roxborough of 46.2% of the Shared Pipe Construction Cost, and Roxborough shall be responsible for payment of 46.4% of the

Shared Pipe Construction Cost. Payments from the City and Platte Canyon shall be made as provided in Paragraph 6, below; of this Agreement.

6. **Payment of Shared-Pipe Construction Cost and Related Costs.** Subject to the requirements of Paragraph 30, below, the City and Platte Canyon shall pay to Roxborough their respective proportionate shares of the Shared Pipe Construction Cost and Related Costs according to the following schedule:

a) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs, shall be paid at such time as the contractor is on site and starts construction of the Shared Pipe; and

b) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs shall be paid within thirty (30) days after Platte Canyon and the City receive notification from Roxborough that Roxborough has expended 50% of the total estimated Shared Pipe Construction Costs and Related Costs; and

c) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs shall be paid within thirty (30) days of notification of the completion and acceptance by Roxborough of the Shared Pipe.

6.1 **Final Billing Adjustment.** Within ninety (90) days after the Shared Pipe has been constructed and accepted by Roxborough, Roxborough shall prepare a final billing adjustment, showing all actual Shared Pipe Construction Costs and Related Costs incurred by Roxborough for the construction of the Shared Pipe. Based upon such actual cost, Roxborough shall then issue a billing adjustment to Platte Canyon and the City. If payments made by Platte Canyon or the City for the Shared Pipe are greater than the amount owed by said Parties under this Agreement, (each Party's share of Shared Pipe Construction Cost plus each Parties' percentage share of Related Costs), Roxborough will refund to the overpaying Party, the difference between the amount paid and the amount owed. Conversely, if the payments made by either Platte Canyon or the City are less than the amounts owed by such Parties, Roxborough will bill the underpaying Party for the difference. This amount shall be paid within 30 days of the billing date.

7. **Capacity in Shared Pipe.** Based upon peak flows, Roxborough will require 4.766 million gallons per day of capacity in the Shared Pipe, the City will require 0.755 million gallons per day of capacity in the Shared Pipe and Platte Canyon will require 4.747 million gallons per day of capacity in the Shared Pipe. The resulting total combined capacity needed in the Shared Pipe, based upon the Parties' stated peak flow requirements will be 10.268 million gallons per day, which will necessitate the Shared Pipe being sized at 36 inches in diameter. By constructing the Shared Pipe at 36 inches in diameter, it is anticipated that approximately 12.943 million gallons per day of capacity will exist in the Shared Pipe, thus creating approximately 2.675 million gallons per day of additional capacity in the Shared Pipe over and above the flow requirements stated herein. The additional capacity in the Shared Pipe shall be allocated among the Parties as follows: Platte Canyon—1.24 million gallons per day; Roxborough—1.24 million gallons per day; the City—0.20 million gallons per day. The Parties expressly acknowledge that



exceeding the flow capacities established in this Agreement, which flow capacities shall include any additional capacity to which the Parties may be entitled as set forth above, shall constitute a breach of this Agreement, and shall entitle the non-breaching Parties to enforce this Agreement and shall entitle the non-breaching Party or Parties to any and all remedies available at law or in equity, including but not limited to specific performance.

8. Point of Connection. The point of connection to the Shared Pipe for Platte Canyon and the City will be located near the Platte Canyon Lift Station (the "Point of Connection"), as determined by Platte Canyon and approved by Roxborough, which approval shall not be unreasonably withheld, conditioned, or delayed. All costs associated with connecting the Platte Canyon Lift Station to the Shared Pipe shall be the sole responsibility of Platte Canyon and the City, as may be more specifically allocated and agreed to by Platte Canyon and the City. Roxborough covenants and agrees that it shall cause the contractor constructing the Shared Pipe to cooperate and coordinate with Platte Canyon's contractor so that the Point of Connection can be constructed as efficiently and economically as is reasonably practical.

9. Maintenance. For so long as Roxborough remains the owner of the Shared Pipe, Roxborough shall perform all routine and emergency maintenance on the Shared Pipe, with the costs of such routine and/or emergency maintenance being allocated among the Parties in the percentages established in Paragraph 5.4 above. At such time as the City becomes the owner of the Shared Pipe, the City shall perform all routine and emergency maintenance on the Shared Pipe, with the costs of such routine and/or emergency maintenance being allocated among the Parties in the percentages established in Paragraph 5.4 above. For purposes of this Agreement, routine maintenance shall consist of periodic inspections, periodic cleaning, jetting and videotaping, and shall not include any repair or maintenance that involves excavating or replacing any reach or reaches of the Shared Pipe or replacing any manhole or other physical component thereof. Maintenance that is due to circumstances beyond the reasonable control of Roxborough and that for public health and safety reasons requires the immediate excavation or replacement of any reach or reaches of the Shared Pipe or the immediate replacement of any manhole or other physical component thereof shall be deemed emergency maintenance, the costs of which shall be allocated among the Parties as established in Paragraph 5.4 above. Prior to incurring any maintenance expense (other than emergency maintenance expense) in excess of \$25,000.00, the then owner of the Shared Pipe shall provide the other Parties with copies of the bids for such work, and shall give the other Parties the opportunity to provide reasonable comment and input with regard to the nature and extent and necessity for the routine maintenance.

10. Notices and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile or e-mail, with a hard copy sent immediately thereafter via First Class U.S. Postal Service, or sent via First Class U.S. Postal Service, postage prepaid and return receipt requested, and addressed to the parties at the information set forth below. Notice shall be considered given when delivered personally and sent by facsimile or e-mail with a hard copy sent immediately thereafter via First Class U.S. Postal Service, and shall be considered received on the earlier of the day on which such notice is

actually received by the party to whom it is addressed, or the third day after such notice is mailed.

**If to Roxborough:** Roxborough Water and Sanitation District  
6222 North Roxborough Park Road  
Littleton, CO 80125  
Attn: Larry D. Moore, General Manager  
E-mail: [Larry@roxh2o.org](mailto:Larry@roxh2o.org)

**With a copy to:** Alan D. Pogue, Esq.  
Pogue, Corbetta & O'Leary, P.C.  
821 Seventeenth Street, Suite 600  
Denver, CO 80202  
E-mail: [Alan@co-legal.com](mailto:Alan@co-legal.com)

**If to Platte Canyon:** Platte Canyon Water & Sanitation District  
8739 West Coal Mine Avenue  
Littleton, CO 80123  
Attn: Pat Fitzgerald, General Manager  
E-mail: [PJFitzgerald@plattecanyon.org](mailto:PJFitzgerald@plattecanyon.org)

**With a copy to:** Timothy Flynn, Esq.  
Collins Cockrel & Cole, P.C.  
390 Union Boulevard, Suite 400  
Denver, CO 80228  
E-mail: [tflynn@cccfirm.com](mailto:tflynn@cccfirm.com)

**If to the City:** City of Littleton  
2255 W. Berry Avenue  
Littleton, CO 80165  
Attn: Charlie Blosten  
E-mail: [cblosten@littletongov.org](mailto:cblosten@littletongov.org)

**With a copy to:** City of Littleton  
2255 W. Berry Avenue  
Littleton, CO 80165  
Attn: Larry Berkowitz, City Attorney  
E-mail: [lberkowitz@littletongov.org](mailto:lberkowitz@littletongov.org)

11. **Term.** This Agreement shall remain in full force and effect and be binding upon the Parties until terminated by mutual agreement of the Parties.

12. **Amendment.** This Agreement, and each and every of its terms and conditions, may be added to or amended only by the mutual written agreement of the Parties, which agreement shall



be executed with the same formalities as this original Agreement. Special terms and conditions, if any, which are agreed upon by the Parties at the time this Agreement is executed shall be reduced to writing in accordance with this paragraph and appended to this Agreement. Any amendments or modifications not made in accordance with this Paragraph 12 shall be null and void and of no legal force or effect.

13. **Assignment.** No assignment of any right or obligation contained in this Agreement shall be permitted without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge and consent to the conveyance of the Shared Pipe, together with all maintenance and operations responsibilities thereto, from Roxborough to the City, upon such terms as may be mutually agreed upon by Roxborough and the City, and consented to by Platte Canyon, such consent not to be unreasonably withheld. Nothing herein contained shall preclude Platte Canyon from transferring its rights and obligations under this Agreement to any entity that by reason of any consolidation or dissolution of Platte Canyon, becomes the successor-in-interest to Platte Canyon's sanitary sewer collection system.

14. **Enforcement.** The parties agree that this Agreement may be enforced in law or equity, for specific performance, injunctive or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.

15. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to, and only with respect to, the Shared Pipe, including but not limited to the payment of fees, and sets forth the rights, duties, and obligations of each to the other as of the date hereof with respect to the Shared Pipe. Any prior agreements, promises, negotiations, or representations relating to the Shared Pipe and not expressly set forth in this Agreement shall have no force and effect.

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

17. **No Warranties.** Roxborough does not warrant that the Gravity Flow Pipe will be free from interruption caused by accidents or repairs or causes beyond its control. No such interruptions shall render Roxborough liable for damages and the City and Platte Canyon hereby expressly waive and release all claims against Roxborough for damage for stoppages or interruptions of service except as may be caused by the negligent or willful misconduct of Roxborough or its officers, agents or employees. Notwithstanding the foregoing, Roxborough understands that Platte Canyon is contributing to the cost of the Shared Pipe for the express purpose of being able to decommission its sewage lift station and transport sewage by gravity flow into the Shared Pipe. In connection therewith, Platte Canyon is redesigning the line leading into its sewage lift station, and relocating the same for connection to the Shared Pipe. Roxborough covenants and agrees that it will do nothing during construction that would frustrate or make it impossible for Platte Canyon to complete its connection to the Shared Pipe as presently contemplated.

18. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns.

19. **Captions.** The headings of sections and paragraphs are included solely for convenience and reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

20. **Severance Clause.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted in this Agreement.

21. **Duplicate Originals.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

22. **Governmental Immunity.** Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded any of the Parties pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

23. **Time of Essence.** Time is of the essence in the performance of each and every obligation contemplated herein.

24. **Force Majeure.** A Party hereto shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reasons beyond the control of such Party, or by reasons of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, failure of any governmental approval required for full performance, riots, civil disorder or commotion, war, actions of aggression, floods, earthquakes, acts of God, explosion or similar occurrences, provided that such Party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrences from obstructing the full performance. Such occurrences shall not terminate this Agreement and shall not affect this Agreement except as provided in this section.

25. **Exhibits.** All exhibits referenced herein are attached hereto and incorporated by this reference.

26. **Insurance/Payment and Performance Bonds.** Roxborough shall require its contractor for the Shared Pipe to obtain appropriate insurance coverage and payment and performance bonds related to the construction of the Shared Pipe. Roxborough shall require its contractor to name the City and Platte Canyon as additional insureds on all such policies of insurance and shall require its contractor to name the City and Platte Canyon as additional obligees on all such payment and performance bonds. The City and Platte Canyon shall be named third party beneficiaries as to that portion of the construction contract which is for the Shared Pipe.

27. **No Third Party Beneficiaries.** Nothing in this Agreement shall be interpreted or construed to create any third party beneficiaries of this Agreement. The Parties expressly

acknowledge that it is their intent that no third party beneficiaries be created by this Agreement or any interpretation or construction thereof.

28. **No Agency, Partnership, or Joint Venture.** Nothing in this Agreement shall be interpreted or construed to create any agency, partnership, or joint venture relationship among the Parties. The Parties expressly acknowledge that it is their intent that no agency, partnership, or joint venture relationship be created among them by this Agreement or any interpretation or construction thereof.

29. **Conveyance of Gravity Flow Pipe.** The Parties acknowledge and agree that in consideration of the payment of the City's costs associated with this Agreement, as provided in Paragraph 30, that the City agrees to accept ownership of the Gravity Flow Pipe from Roxborough at such time as Roxborough has satisfied its repayment obligations under that certain Loan Agreement entered into between Roxborough and the Colorado Water Resources and Power Development Authority dated May 1, 2005, or at such earlier time as Roxborough may be permitted to transfer ownership of the Gravity Flow Pipe pursuant to said Loan Agreement. At such time as the City accepts ownership of the Gravity Flow Pipe, Roxborough shall deliver to the City, in a form acceptable to the City, instruments granting to the City all of Roxborough's right, title, and interest in the real property upon which the Gravity Flow Pipe is located.

30. **Payment of City's Costs by Roxborough.** In consideration of the City's agreement to accept conveyance of the Gravity Flow Pipe, as set forth in Paragraph 29, Roxborough agrees to pay all costs chargeable to the City pursuant to this Agreement, other than the City's share of ongoing routine and emergency maintenance costs as set forth in Paragraph 9 herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

DISTRICT, a quasi-municipal corporation and  
Colorado

ROXBOROUGH WATER AND SANITATION  
political subdivision of the State of  
By: [Signature]  
President

ATTEST:

[Signature]  
Secretary

PLATTE CANYON WATER AND SANITATION  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: [Signature]  
President

ATTEST:

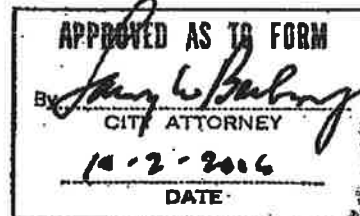
[Signature]  
Secretary

THE CITY OF LITTLETON, COLORADO,  
SEWER UTILITY ENTERPRISE  
a water activity enterprise of the State of Colorado

By: [Signature]

ATTEST:

[Signature]





# EXHIBIT A - GRAVITY PIPELINE

