

AGREEMENT FOR NON-POTABLE IRRIGATION WATER SERVICE

THIS AGREEMENT FOR NON-POTABLE IRRIGATION WATER SERVICE (“**Agreement**”) is entered into and effective this 15th day of August, 2022 (“**Effective Date**”) by and between **GREEN GABLES METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), **GREEN GABLES METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), and **CALATLANTIC GROUP, LLC**, a Delaware limited liability company, as successor-in-interest by conversion from CalAtlantic Group, Inc., a Delaware corporation (the “**Owner**”) (hereinafter District No. 1, District No. 2, and the Owner are individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. District No. 1 and District No. 2 (together, the “**Districts**”) are special districts organized and operating pursuant to §§ 32-1-101, *et seq.*, C.R.S. (“**Special District Act**”) and their service plans approved by the Jefferson County Board of County Commissioners on September 11, 2012, for the purpose of financing, constructing, owning, operating, and maintaining public improvements for the Green Gables community located in unincorporated Jefferson County, Colorado.

B. Pursuant to Section IV of the Districts’ service plans and § 29-1-203(1), C.R.S., the Districts are authorized to coordinate efforts to finance, construct, and provide public improvements within the Green Gables community.

C. District No. 1, as authorized by its service plan, owns and operates a public non-potable irrigation water system, including but not limited to a pump house building, water pumps, and distribution lines and appurtenances, which serves properties within District No. 1’s boundaries (“**Irrigation System**”).

D. District No. 1 is a party to an agreement dated September 26, 2018, with Save Ward Lake, LLC (successor to and assigned by Green Gables Development Company, Inc.) (the “**Water Service Agreement**”), pursuant to which District No. 1 has the right to lease certain water (“**Irrigation Water**”) to supply irrigation to property within the Green Gables community through its Irrigation System (the “**Water Lease**”).

E. District No. 1 has entered into an agreement with the Green Gables Owners Association, Inc. (“**GGOA**”) dated September 26, 2018 regarding the provision of irrigation water to GGOA property within District No. 1, subject to the provisions of the Water Lease.

F. District No. 2 provides certain services to the properties within its boundaries, including a townhome project owned and developed by the Owner (the “**Townhome Project**”).

G. The Townhome Project includes certain landscaping tracts as more particularly described on Exhibit A (“**Property**”) and a private irrigation system to service the Property that ultimately will be conveyed to the Green Gables Townhome Association, Inc., a Colorado nonprofit corporation (“**HOA**”) by Owner for ownership and ongoing maintenance.

H. An irrigation system has been installed within the Property as further identified on **Exhibit B** attached hereto and incorporated herein (“**Project Facilities**”) and the Property requires non-potable irrigation water for landscaping improvements.

I. District No. 2 and the Owner desire to receive Irrigation Water from District No. 1, consisting solely of Irrigation Water delivery to the Property, and subject to the terms and conditions in this Agreement (“**Project Water**”).

J. District No. 1 agrees to the connection to District No. 1’s Irrigation System and agrees to provide Project Water to District No. 2 and the Owner, for the sole purpose of providing Project Water to the Property.

K. The execution of this Agreement will serve a public purpose and promote the health, safety, prosperity, and general welfare of the Districts and their present and future residents and landowners by providing for the planned and orderly delivery of Irrigation Water throughout the Irrigation System and Project Facilities.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree as follows:

1. Recitals. The Recitals above are incorporated into this Agreement.
2. Term of Agreement. The term of this Agreement (the “**Term**”) shall be effective as of the date on which all Parties have signed this Agreement and shall automatically renew on January 1 of each successive year unless terminated pursuant to the terms of this Agreement. Notwithstanding the foregoing, if the Water Lease is terminated for any reason, this Agreement shall terminate concurrently therewith; provided, however, that District No. 1 shall, to the extent practicable, provide the Owner and District No. 2 within forty-five (45) days’ prior notice of such termination to allow the Owner and District No. 2 an opportunity to obtain alternative water supply.
3. Furnishing of Project Water. Subject to the terms of this Agreement, District No. 1 agrees to furnish to District No. 2, and District No. 2 hereby agrees to accept from District No. 1 during the Term, an amount of available Project Water not to exceed seven (7) acre feet of Project Water per year (the “**Maximum Available Project Water**”), as more particularly described herein. Notwithstanding that delivery of Project Water is from District No. 1 to District No. 2, because the Owner’s Property is the only land authorized to receive the Project Water under this Agreement, the Parties agree as follows: (1) District No. 1 agrees to invoice the Owner directly for all Fees (defined below) charged pursuant to this Agreement; (2) the Owner agrees it is liable for all Fees and shall timely pay all Fees; and (3) District No. 2 agrees that it will take all lawful actions to ensure the Owner timely pays District No. 1 for all amounts invoiced. In the event the Owner fails to make timely payments or the Owner files for bankruptcy, District No. 2 shall be responsible for amounts not collected from the Owner.
4. Type and Location of Project Facilities; Connection to System.

(a) *Location and Extent of Project Facilities and Project Water.* The provision of Project Water to District No. 2 from District No. 1 is limited to receiving Project Water for landscaping irrigation of the Property through the Project Facilities. No other connections, uses, locations or properties within District No. 2 shall be authorized for use of the Project Water under this Agreement without the approval of District No. 1.

(b) *Connection Point and Ownership of Project Facilities.* The Owner has previously connected the Project Facilities to District No. 1's Irrigation System at the location identified in **Exhibit B** ("**Connection Point**"). All Project Water must be delivered through the Connection Point. The Owner shall own the Project Facilities extending from the Connection Point into the Townhome Project, including a shutoff valve and meter at the Connection Point, which facilities are Project Facilities. The Owner hereby grants District No. 1 an irrevocable license to access and utilize the shutoff valve and meter, including the right to shut off service to the Project Facilities pursuant to the terms of this Agreement. District No. 1's ownership and maintenance responsibilities shall be limited to the Irrigation System up to the Connection Point.

(c) *Water Meter.* During the Term, the Owner has installed an individual meter on the Property receiving the Project Water in order to measure the amount of Project Water being used for irrigating the Property ("**Parcel Meter**"). All costs and expenses incurred for the installation and maintenance of the Parcel Meter are the responsibility of the Owner. District No. 1 anticipates contracting with a management company (the "**Management Company**") to read the Parcel Meter on a monthly basis and bill the Owner for that period of usage of the Project Water. Notwithstanding anything to the contrary contained in this Agreement, all costs and expenses related to the furnishing of the Project Water, including, without limitation, making connections to and from the Irrigation System, shall be the responsibility of the Owner, but not including the cost of the Project Water, which costs shall be included in the Monthly Water Charge (defined below).

5. Maintenance Obligations. It shall be the obligation of the Owner to monitor and maintain, promptly repair and replace, and otherwise use best practices, pertaining to the Project Facilities to avoid water loss. The Owner shall be responsible for all repairs, maintenance, replacement, monitoring and costs related thereto for the Project Facilities from the Connection Point. At the recommendation of District No. 1's water system operator, or other similar professional, District No. 1 may require the Owner to replace the water meter when deemed appropriate for accurate meter reading and replace the shutoff valve if deemed appropriate. District No. 1 retains all authority regarding decisions concerning the operation and maintenance of the Irrigation System.

6. Payment for Usage; Other Expenses. In consideration of District No. 1 providing Project Water under this Agreement, District No. 2 shall be subject to certain fees, rates, tolls, charges, and penalties of District No. 1 ("**Fees**"). The Owner agrees to be jointly liable for such Fees and agrees to pay all such Fees on District No. 2's behalf. Such Fees include, but are not limited to, the following:

(a) *Monthly Project Water Charges.* During the Term, District No. 1 shall charge a monthly use fee for the actual Project Water used, at a rate equal to one hundred twenty percent (120%) of the then current rate charged by Save Ward Lake, LLC or its successors and

assigns (“**Monthly Water Charge**”). The Monthly Water Charge shall be calculated in 1,000-gallon increments of Project Water used, as determined by the Parcel Meter.

(b) *Maintenance Expenses.* In addition to being fully responsible for the costs of the Project Facilities, District No. 2 shall be responsible for its share of operation, maintenance, replacement, and repair costs for the Irrigation System. District No. 2’s share of such costs shall equal forty percent (40%) of the maintenance costs for (1) District No. 1’s pump house and the pump infrastructure located therein; (2) the utility bills District No. 1 receives from Xcel Energy or other utility provider to supply utilities to the pump house facilities; and (3) maintenance, replacement, and repair costs for the main irrigation line from the pump house to the Connection Point which delivers Irrigation Water and Project Water (collectively, “**Maintenance Expenses**”). The Maintenance Expenses include but are not limited to the labor and material costs of District No. 1’s contractors providing operation, maintenance, replacement, and repair services to the pump house, pump infrastructure, and the applicable main water line. Maintenance Expenses shall be billed monthly and shall be identified separately from the Monthly Water Charge on the monthly invoices.

(c) *Method of Payment.* The Monthly Water Charge and Maintenance Expenses shall be billed on a monthly basis. The Owner shall make an initial deposit to District No. 1 of twenty-five thousand dollars (\$25,000) upon the Effective Date of this Agreement. District No. 1 shall deduct the Monthly Water Charge and Maintenance Expenses from that deposit and provide the Owner with a monthly invoice identifying the Project Water used, the Maintenance Expenses incurred, and the amounts deducted from the deposit. On January 1st of each year of the Term, District No. 2 will replenish the deposit to the full \$25,000.

(d) *Failure of Parcel Meter.* Should the Parcel Meter fail to accurately record water usage, District No. 1 shall estimate the Owner’s water usage and invoice for the estimated usage, accordingly, based on the Owner’s historical usage and any leaks identified within the Project Facilities. Usage shall be rounded up to the nearest one thousand (1,000) gallons.

(e) *Penalties.* District No. 1 may adopt penalties for purposes of providing the Project Water, provided such penalties shall be applied in a manner and type to be consistent amongst similar users within District No. 1 and District No. 2.

(f) *Other Fees and Expenses.* District No. 1, from time to time, reserves the right to impose reasonable additional fees for non-routine maintenance and other unexpected costs associated with the Irrigation System relative to the provision of Project Water, provided such additional fees shall be applied in a manner and type to be consistent amongst similar users within District No. 1 and District No. 2. District No. 1 shall be authorized to deposit any fees collected but not yet expended under this Section 6 to the reserve fund for the purposes of paying any such non-routine maintenance and other unexpected costs in the future.

7. Project Water Usage Priority and Maximum Available Project Water.

(a) *Priority.* The Parties acknowledge that provision of the Project Water to the Property constitutes extraterritorial service and is provided solely on a contractual basis. In the event there is insufficient water to service all users of the Irrigation Water, properties within

District No. 1 shall have senior priority for use of Irrigation Water over properties within District No. 2. The Parties acknowledge that provision of the Project Water is subject to the terms of the Water Lease and any amendments thereto.

(b) *Maximum Allocation.* The amount of Project Water to be made available during each Irrigation Season (defined below) shall not exceed the Maximum Available Project Water unless agreed to in writing between the Parties. District No. 2 is responsible for monitoring usage of the Project Water and shall be subject to penalties in the event use exceeds the Maximum Available Project Water amount. While District No. 2 has the ultimate responsibility of monitoring water usage, Owner agrees that it shall monitor water usage and be jointly liable for any penalties for use that exceeds the Maximum Available Project Water.

(c) *No Warranty.* All Project Water to be furnished hereunder is on a license basis and neither the Owner or District No. 2 shall own all or any portion of the Project Water made available to it under this Agreement. The Project Water shall not be offered for domestic use, human or wildlife consumption or human or wildlife contact of any kind. The Owner and District No. 2 acknowledge that District No. 1 neither represents nor guarantees, and District No. 1 expressly disclaims all representations and warranties, whether express or implied, concerning the Project Water delivered under this Agreement, including the legal or physical availability of the Project Water, and the usefulness or fitness of a particular purpose, and District No. 1 is under no duty or obligation to undertake any actions to otherwise perfect, deliver or provide the Project Water to the Owner and District No. 2. District No. 1 further disclaims, and neither represents or guarantees that the Project Water delivered under the terms of this Agreement is: (i) potable; or (ii) of a quality suitable for human or wildlife consumption or contact; or (iii) is of any particular water pressure or water quality; or (iv) is or will be continually supplied during the Term without disruption; provided, however, that such disruption is beyond the control of District No. 1 or is otherwise specified in this Agreement. The Owner and District No. 2 acknowledge that water availability and quality may be determined by many factors beyond the control of District No. 1, including, but not limited to, drought.

The Owner and District No. 2 agree that the Project Water shall be used solely for outdoor irrigation purposes and that no use of the Project Water shall be made for any domestic use within residential, commercial, business or industrial properties whatsoever without the approval of District No. 1. District No. 1 agrees to not provide or sell any Project Water to third parties in such amounts as to make the water amount available hereunder less than the Maximum Available Project Water, subject to the priority described in Section 7(a) hereto. The Owner acknowledges and agrees that the availability of the Project Water under this Agreement is subject to the Irrigation Season and shall be supplied on an "as available" basis and may vary from time to time depending on climate conditions. Use of the Project Water shall be subject to all applicable laws, restrictions, and rules and regulations imposed by governmental authorities and regulatory agencies having jurisdiction over the Project Water and any rules and regulations that may be promulgated by District No. 1 and/or Save Ward Lake, LLC or its successors and assigns; provided such penalties shall be applied in a manner and type to be consistent amongst similar users within District No. 1 and District No. 2. Any rules and regulations to be promulgated by District No. 1 and/or Save Ward Lake, LLC (or its successors and assigns) will be provided to the Owner and District No. 2 as soon as reasonably practicable prior to their effective date.

8. Irrigation Season. The irrigation season is generally characterized as April through October (“**Irrigation Season**”); however, District No. 1, may determine the beginning and end dates for each irrigation season on a year-to-year basis as appropriate. Owner and District No. 2 shall cooperate with District No. 1 to allow for the spring opening and winterization shut down processes to occur in an efficient manner. Failure of Owner and/or District No. 2 to thoroughly and timely cooperate on the performance of such activities may result in penalties or suspension of delivery of Project Water.

9. Right to Suspend Service. District No. 1 may discontinue, terminate, or restrict this Agreement and the furnishing of Project Water for any of the following reasons following District No. 1’s written notice describing the default of its intent to discontinue, terminate, or restrict service. The Owner, on behalf of District No. 2, shall have a fifteen (15) day right to cure, and District No. 1 agrees to resume furnishing Project Water upon such cure being completed within such 15-day period.

(a) *Disrepair of the Project Facilities*. The failure to adequately monitor, maintain, repair or replace the Project Facilities in a manner reasonably sufficient to prevent water loss.

(b) *Tampering; Misrepresentation*. Tampering with the meter, shutoff valve, or the Irrigation System or Project Facilities, or the misrepresentation or failure to adequately monitor and apprise District No. 1 of water usage, or the use of the Project Water for any purpose other than the authorized uses described herein.

(c) *Waste*. The willful or negligent waste of the Project Water from the Project Facilities, including through the operation or failure to repair and replace improper or defective portions of the Project Facilities.

(d) *Delinquency of Account*. The failure to make full and timely payments of any and all fees, rates, tolls, charges, and penalties imposed by District No. 1.

(e) *Water Rights*. A determination that District No. 1 is not authorized to provide all or any portion of the Project Water pursuant to any court determination of water rights which determination impacts District No. 1’s rights to the Project Water.

Notwithstanding the foregoing, as necessity may arise in case of a break in a water main, pipe, or other conduit, or in case of an emergency or for any other unavoidable cause, District No. 1 may temporarily cut off the Project Water supply upon receipt of prior written notice from the Owner stating the Owner’s intent to make necessary repairs, connections or the like and the timing of the same. Further, District No. 1 may temporarily cut off the Project Water when District No. 1 has to make necessary repairs, connections or the like to the Project Facilities upon, to the extent practicable, prior written notice to the Owner and District No. 2. In any such instance, District No. 1 shall not be obligated to furnish the Project Water under this Agreement until such time as the Owner and/or District No. 1 has properly restored the damage.

10. Access Rights. As a condition for District No. 1 providing the Project Water, the Owner, as the owner of the Project Facilities, shall ensure District No. 1 has adequate access to the Connection Point and control over the shut-off valve and meter.

11. Cooperation of Parties. District No. 2 and the Owner agree to all of the terms and conditions of this Agreement and agree to cooperate with District No. 1 to the fullest extent necessary to ensure full compliance with this Agreement, including the full and timely payment of District No. 1's invoices.

12. Insurance. Owner, as the owner of the Project Facilities, shall ensure any contractors performing work on the Project Facilities carry insurance of the type and in the amounts as described in Exhibit B, attached hereto and incorporated herein. Proof of such insurance coverage shall be presented to District No. 1 prior to the performance of such work.

13. Successors and Assigns. Following Owner's initial installation of the Project Facilities, as reasonably determined by Owner, Owner will assign to the HOA all of Owner's rights and obligations in this Agreement, including, without limitation all of Owner's obligations for the operation, maintenance, repair and replacement of the Project Facilities. Upon such assignment by Owner to the HOA, Owner shall be released from all obligations under this Agreement, except any obligations for failure to pay any amounts under Section 6 of this Agreement that arise or accrue prior to the effective date of such assignment. This Agreement may not otherwise be assigned by any party except with the prior written consent of all parties hereto. This Agreement and the terms and conditions set forth herein shall be binding upon all successors and permitted assigns of the parties hereto.

14. Amendments. This Agreement may be amended only upon the written agreement of all parties hereto.

15. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District No. 1:

Green Gables Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2811
Attention: Denise Denslow
Phone: 303-779-5710
Email: denise.denslow@claconnect.com

With a copy to:

Seter & Vander Wall, P.C.
Attn: Colin B. Mielke
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Phone: 303-770-2700
E-mail: cmielke@svwpc.com

To District No. 2

Green Gables Metropolitan District No. 2
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2811
Attention: Denise Denslow
Phone: 303-779-5710
Email: denise.denslow@claconnect.com

With a copy to:

McGeady Becher P.C.
450 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To the Owner:

CalAtlantic Group, LLC
c/o Lennar Colorado, LLC
9193 Jamaica Street, 4th Floor
Englewood, CO 80112
Attn: Kent Pedersen
Telephone: 303-486-5002
Email: kent.pedersen@lennar.com

With a copy to:

Lennar Colorado, LLC
9193 Jamaica Street, 4th Floor
Englewood, CO 80112
Attn: Shane Orr
Telephone: 303-486-5006
Email: shane.orr@lennar.com

To the HOA:

Green Gables Townhome Association, Inc., a
Colorado nonprofit corporation
9193 Jamaica Street, 4th Floor
Attn: Debra Hessler
Telephone: 808-486-5033
Email: Debra.Hessler@Lennar.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

16. Recording of Agreement. The parties agree this Agreement will be recorded in the real property records of the Clerk and Recorder in and for Jefferson County, Colorado.

17. Compliance with Laws. The parties shall require any of their contractors performing services related to this Agreement to comply with all applicable federal, state and local laws, ordinances and regulations, including any rules and regulations of District No. 1.

18. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity other than the parties hereto any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Governmental Immunity. Nothing in this Agreement shall be deemed a waiver of immunity under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

20. Legal Costs. In the event of any legal action between the parties regarding this Agreement, each party shall pay its own fees, costs and expenses, including attorneys' fees.

21. [INTENTIONALLY DELETED].

22. Merger. This Agreement constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts.

24. Force Majeure. No failure or delay in performance of this Agreement by any of the Parties shall be deemed to be a breach when such failure or delay is occasioned by or due to any acts of God, adverse weather conditions, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated above or otherwise, not within the control of the Party claiming suspension; but, no cause or contingency shall relieve a Party of its obligation to make payments under this Agreement when due. In the event that any of the Parties hereunder claims a delay, it must notify the other Parties thereof in writing within ten (10) days following the delay.

25. No Partnership. The Parties are independent of each other and nothing contained in this Agreement shall be construed to create a partnership between the Parties.

26. Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

27. Exhibits. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

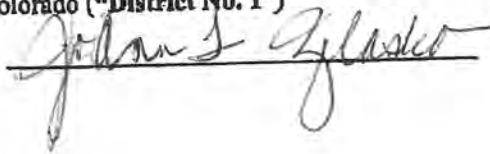
28. Instruments of Further Assurances. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

[SIGNATURE PAGE 1 OF 2 TO AGREEMENT FOR NON-POTABLE IRRIGATION WATER SERVICE]

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

DISTRICT NO. 1

GREEN GABLES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 1")

By: 

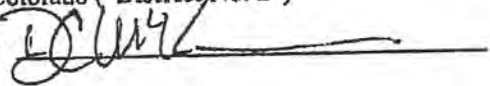
Attest:

DocuSigned by:
Paul Bartos
FC7D6963B8644BA...

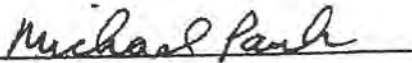
Secretary

DISTRICT NO. 2

GREEN GABLES METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado ("District No. 2")

By: 

Attest:


Secretary

[SIGNATURE PAGE 2 OF 2 TO AGREEMENT FOR WATER SERVICE]

OWNER:

CALATLANTIC GROUP, LLC, a Delaware limited liability company, as successor-in-interest by conversion from CalAtlantic Group, Inc., a Delaware corporation ("Owner")

By: *Kent Pedersen*
Title: *KENT PEDERSEN*
Its: *AUTHORIZED AGENT*

EXHIBIT A
(Townhome Project Property)

Tracts A through Z, Green Gables Filing No. 4, as identified in the plat recorded at Reception No. 2020057458 on May 22, 2020 in the real property records of the Clerk and Recorder in and for Jefferson County, Colorado.

EXHIBIT B
(Project Facilities)

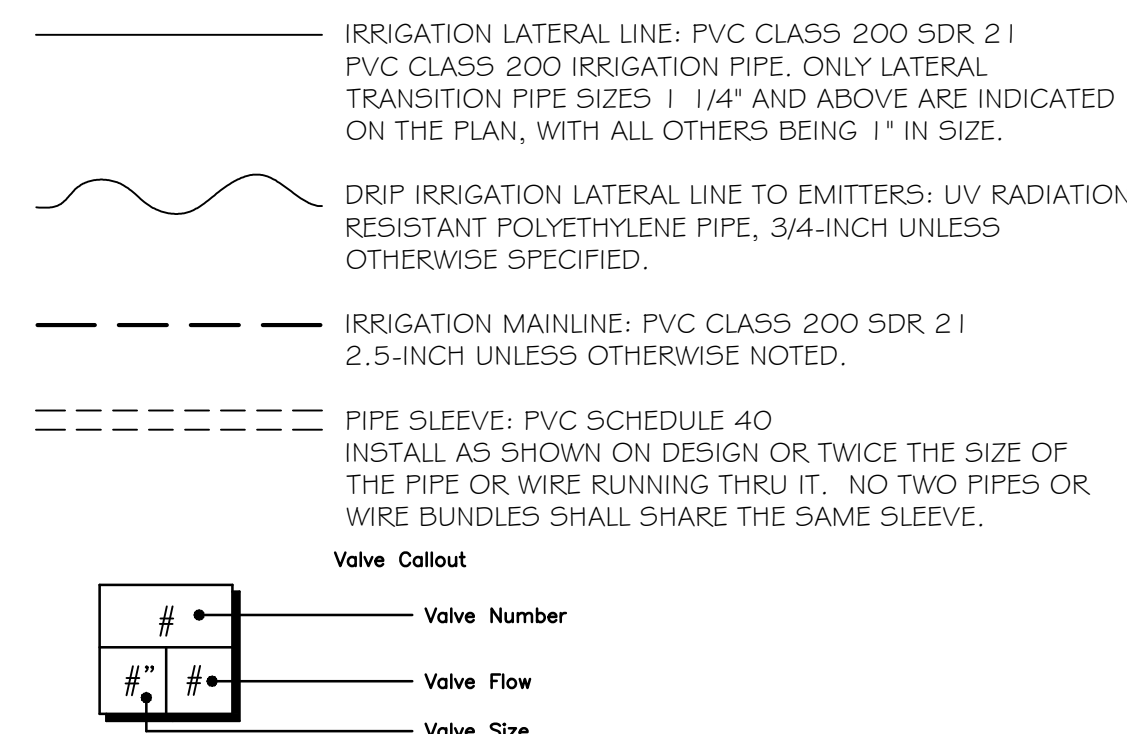
GREEN GABLES FILING 4, LOT 3A LENNAR TOWNHOMES

IRRIGATION PLANS
PART OF NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN
UNINCORPORATED JEFFERSON COUNTY, STATE OF COLORADO

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
	HUNTER PRO5-06-PR530-CV WITH TORO NOZZLE 8 SERIES TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SERIES SPRAY NOZZLES.	30
	HUNTER PRO5-06-PR530-CV WITH TORO NOZZLE 10 SERIES TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SERIES SPRAY NOZZLES.	30
	HUNTER PRO5-06-PR530-CV WITH TORO NOZZLE 12 SERIES TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SERIES SPRAY NOZZLES.	30
	HUNTER PRO5-06-PR530-CV WITH TORO NOZZLE 15 SERIES TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SERIES SPRAY NOZZLES.	30
	HUNTER PRO5-06-PR530-CV WITH TORO NOZZLE 4X STRIP SPRAY TURF SPRAY, 30 PSI REGULATED 6.0" POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. UTILIZE TORO PRECISION SERIES SPRAY NOZZLES.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
	HUNTER I-20-06-55 TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.	45	2.50	35'
	HUNTER I-20-06-55 TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.	45	4.00	40'
	HUNTER I-20-06-55 TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.	45	6.00	43'
	HUNTER PGJ-0G-V TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. WITH DRAIN CHECK VALVE.	40	1.50	22'
	HUNTER PGJ-0G-V TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. WITH DRAIN CHECK VALVE.	40	2.00	25'
	HUNTER PGJ-0G-V TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. WITH DRAIN CHECK VALVE.	40	2.50	28'
	HUNTER PGJ-0G-V TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. WITH DRAIN CHECK VALVE.	40	3.00	31'
	HUNTER PGJ-0G-V TURF ROTOR, 6.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. WITH DRAIN CHECK VALVE.	40	5.00	37'



EMITTER SCHEDULE

PLANT TYPE	EMITTER TYPE	GPH/OUTLET	NO. OF EMITTERS	TOTAL FLOW
GROUNDCOVER	SINGLE OUTLET	1 GPH	1	1 GPH
PERENNIALS	SINGLE OUTLET	1 GPH	1	1 GPH
1 GAL. SHRUB	SINGLE OUTLET	1 GPH	1	1 GPH
5 GAL. SHRUB	SINGLE OUTLET	1 GPH	2	2 GPH
TREE IN SHRUB BED	SINGLE OUTLET	1 GPH	4-8	4-8 GPH
TREE IN NATIVE SEED BEDS	INLINE DRIP*	0.6 GPH	N/A	N/A

NOTES:
 1. MULTIPLE OUTLET EMITTERS CAN BE UTILIZED IN DENSELY PLANTED AREAS AND FOR TREES IN SHRUB BEDS.
 2. REFER TO LEGEND AND DETAILS FOR INLINE DRIP TOTALS.

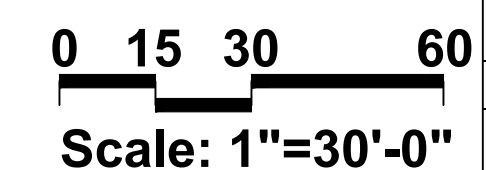
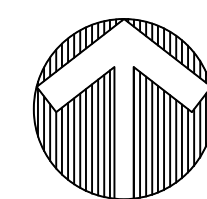
INSTALLATION GENERAL NOTES

- DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM (PER PUMP ENGINEERS) OF 130 PSI, AT A MAXIMUM FLOW OF 80 GPM AT THE 2.5-INCH POINT-OF-CONNECTION (POC). VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION. CONTACT GENERAL CONTRACTOR OR OWNER'S REPRESENTATIVE IMMEDIATELY IF FLOW OR PRESSURE ARE LOWER THAN LISTED ABOVE.
 - 1.1. INSTALL PRESSURE REGULATING VALVE AND SET TO 70 PSI.
 - 1.2. CONTRACTOR SHALL MONITOR SPRINKLER PERFORMANCE AND ADJUST DESIRED REGULATED PRESSURE AS NEEDED FOR EFFICIENT SPRINKLER OPERATION.
- CONTRACTOR SHALL BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION. FOR CLARIFICATION, CONTACT IRRIGATION DESIGNER PRIOR TO CONSTRUCTION.
 - 2.1. UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER REQUIRED PARTS PERTAINING TO INSTALLED SYSTEM: BACKFLOW WINTERIZATION INSERT, TWO OF EVERY HEAD AND NOZZLE (ROTOR NOZZLE TREE INCLUDED), ONE RCV DIAPHRAGM, ETC.
 - 2.2. UPON FINAL ACCEPTANCE, CONTRACTOR SHALL TURN OVER SPARE PARTS PERTAINING TO INSTALLED SYSTEM: BACKFLOW WINTERIZATION INSERT, TWO OF EVERY HEAD AND NOZZLE (ROTOR NOZZLE TREE INCLUDED), ONE RCV DIAPHRAGM, ETC.
- COORDINATE UTILITY LOCATES OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION (#1 I-CALL BEFORE YOU DIG).
 - IF DISCREPANCIES ARE NOTED IN THE FIELD BETWEEN SITE CONDITIONS AND PROVIDED DESIGNS, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OR GENERAL CONTRACTOR IMMEDIATELY. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM IF SUCH DISCREPANCIES IN THE FIELD AFFECT THE PROVIDED DESIGN, DETAILS, OR SPECIFICATIONS.
- ALL IRRIGATION COMPONENTS (MAINLINE, WIRES, LATERAL LINES, ETC.) SHALL BE INSTALLED IN LANDSCAPED AREAS WHENEVER POSSIBLE, EVEN THOUGH SAID IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY.
- AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES WHENEVER POSSIBLE. COORDINATE POTENTIAL RELOCATION OF BOULDERS AND TREES IN TURF AREAS WITH LANDSCAPE ARCHITECT PRIOR TO SPRINKLER LAYOUT. IF LANDSCAPE MATERIAL CANNOT BE RELOCATED, ADDITIONAL SPRINKLERS MAY BE REQUIRED.
- NON-POTABLE WATER IS BEING UTILIZED ON THIS SITE. INSTALL ALL MAINLINE PIPE WITH CHRISTY ID WARNING TAPE READING "NON-POTABLE WATER, DO NOT DRINK". INSTALL AT LEAST 6" ABOVE MAINLINE PIPE.
 - 7.1. SCRUBBER VALVES SHALL BE INSTALLED PER DETAILS.
 - 7.2. PURPLE HANDLES ON ALL VALVES SHALL BE INSTALLED PER DETAILS.
 - 7.3. NON-POTABLE WARNING SIGNS SHALL BE POSTED ON SITE HEAR GATHERING PLACES. INSTALL PER COLORADO HEALTH CODES.
 - 7.4. BACKFLOW PREVENTOR IS NOT NECESSARY.

- CROSS FITTINGS ARE NOT ALLOWED, ONLY STANDARD TEES AND ELBOWS.
- CONTRACTOR SHALL INSTALL NOZZLES PER PLAN, UNLESS IRRIGATED AREA CHANGED IN SIZE OR PLANT MATERIAL TYPE CHANGES. IF NOZZLE CHANGES ARE REQUIRED AND ARE SIGNIFICANT IN SIZE, CONTRACTOR SHALL CONTACT IRRIGATION DESIGNER FOR APPROVAL.
- CONTRACTOR SHALL FIELD LOCATE ANY EXISTING SLEEVES ON SITE PRIOR TO CONSTRUCTION WITH THE AID OF THE GENERAL CONTRACTOR. MISSING SLEEVES SHALL BE REPORTED IMMEDIATELY. NEW SLEEVES SHOWN ON PLANS ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR.
 - 1.1. INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
 - 1.2. THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN THE IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
 - 1.2.1. MAINLINE PIPE SIZES MAY VARY THROUGHOUT PROJECT. EACH MAINLINE LEG IS SIZED TO ACCOMMODATE LARGEST VALVE ON THAT LEG. STATED SIZE IN LEGEND MAY NOT BE THE LARGEST SIZE ON PLANS.
 - 1.3. TWO-WIRE CONTROL CABLE DOES NOT REQUIRE ADDITIONAL SPARE WIRES TO BE Routed WITH MAINLINE.
 - 1.3.1. TWO-WIRE CONTROL SURGE ARRESTORS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ARRESTORS ARE NOT DEPICTED ON PLANS
 - 1.4. TREES IN TURF ARE NOT IRRIGATED BY DRIP SYSTEM. DRIP LATERAL Routed NEAR TREES IN TURF ARE NOT TO RECEIVE DRIP IRRIGATION.
 - 1.5. NO IRRIGATION EQUIPMENT, INCLUDING BUT NOT LIMITED TO, MAINLINE, VALVES, AND SPRINKLERS, SHALL BE INSTALLED WITHIN 3' OF NEW BUILDING FOUNDATION.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	CONTRACTOR SHALL FIELD LOCATE EXISTING ISOLATION GATE VALVE AND QUICK COUPLER AT NON-POTABLE MAINLINE STUB AT THE APPROXIMATE LOCATION SHOWN. INSTALL FLOW SENSOR AND PRESSURE REGULATING VALVE WHERE INDICATED. VERIFY EXACT LOCATION OF POC WITH GENERAL CONTRACTOR. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION. SET PRESSURE REGULATOR PER GENERAL NOTES.
	PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE. CONTROLLER TO BE INSTALLED PER NATIONAL ELECTRIC CODE.
	IRRIGATION SHOWN IN HARDSCAPE FOR CLARITY ONLY. ALL IRRIGATION SHALL BE INSTALLED IN LANDSCAPED AREA. ANY IRRIGATION TO BE INSTALLED UNDER HARDSCAPE SHALL BE SLEEVED.
	MAINLINE, SPRINKLER LATERAL, AND/OR DRIP LATERAL SHOWN SLEEVED TOGETHER IS FOR CLARITY ONLY. CONTRACTOR SHALL INSTALL MAINLINE, CONTROL WIRES, AND LATERAL LINES IN SEPARATE SLEEVES.



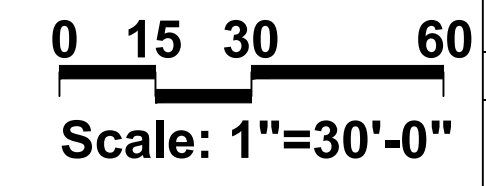
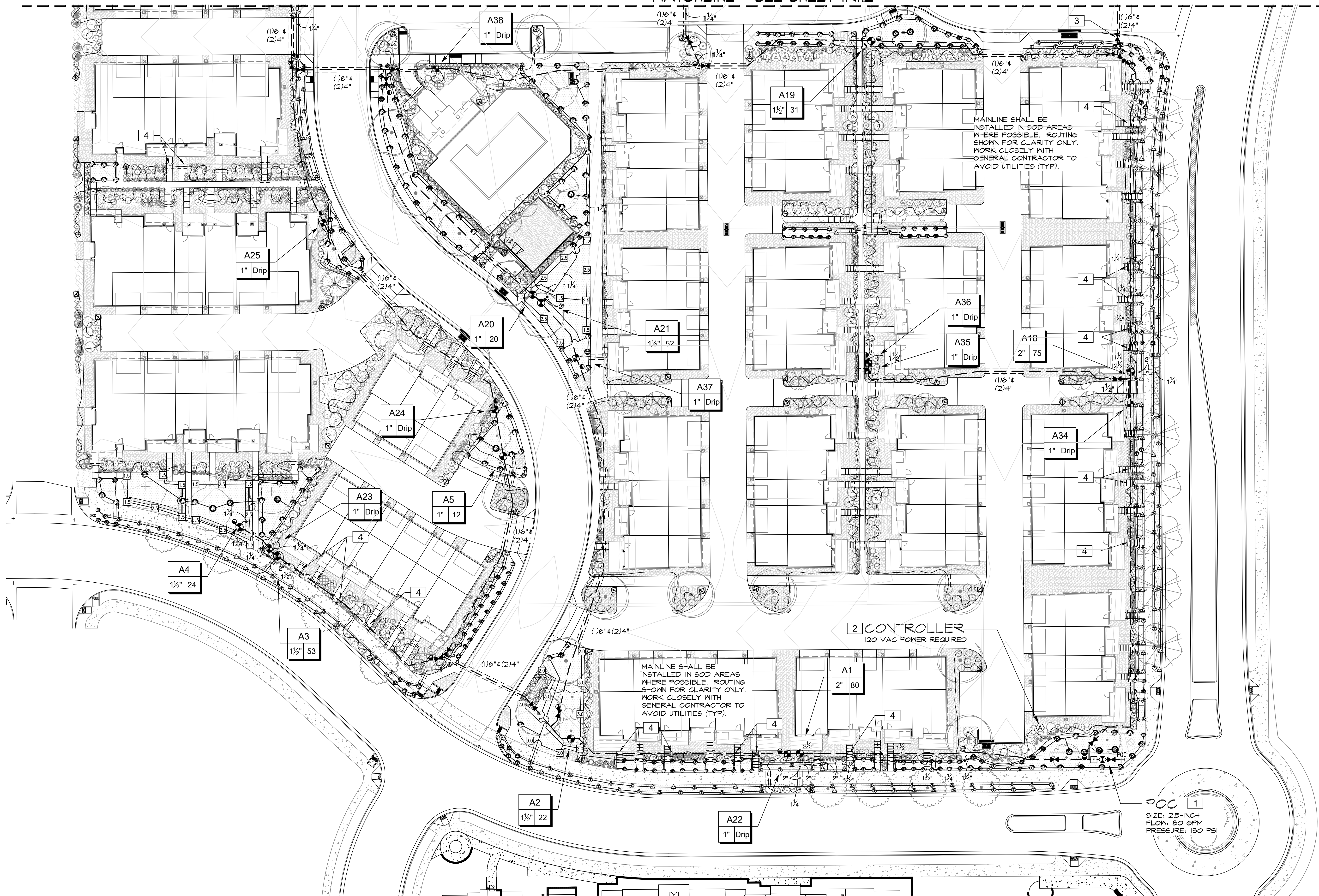
 P.O. BOX 345 Windsor, CO 80550 970.02.3047 Michelle@MIPiDesigns.com	 creating spaces pes group inc. www.pesgroup.com 1001 16th Street, 4th Fl Denver, CO 80202 t 303.531.4905 f 303.531.4908		APPLICANT LENNAR 9193 S. JAMAICA STREET, 4TH FLOOR ENGLEWOOD, CO 80112		GREEN GABLES FILING 4 - LOT 3A JEFFERSON COUNTY, COLORADO IRRIGATION NOTES				VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 15 30 60 Scale: 1"=30'-0"
NO.	DATE	REVISION	BY	APVD					
DSGN	MLP	CHK	MLP	MLP					
DATE 07/24/2020									
SHEET					IR1.0				

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GREEN GABLES FILING 4, LOT 3A LENNAR TOWNHOMES

IRRIGATION PLANS
PART OF NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN
UNINCORPORATED JEFFERSON COUNTY, STATE OF COLORADO

MATCHLINE - SEE SHEET IRI.2



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ENGLEWOOD, CO 80112

GREEN GABLES FILING 4 - LOT 3A
JEFFERSON COUNTY, COLORADO
IRRIGATION PLAN

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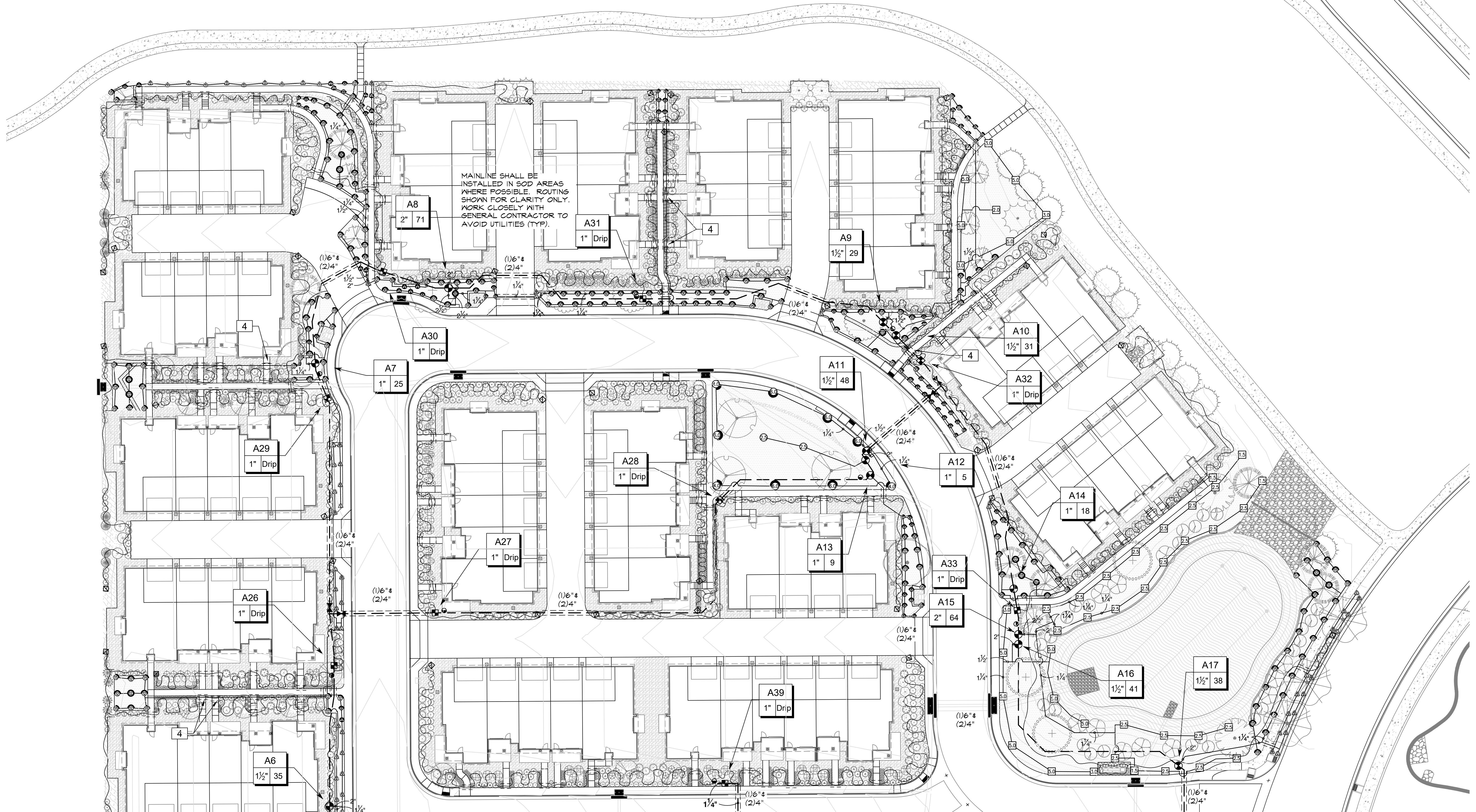
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GREEN GABLES FILING 4, LOT 3A

LENNAR TOWNHOMES

IRRIGATION PLANS

PART OF NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN
UNINCORPORATED JEFFERSON COUNTY, STATE OF COLORADO



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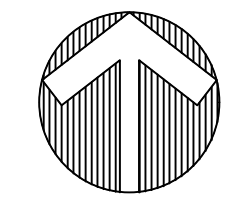
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GREEN GABLES FILING 4 - LOT 3A
JEFFERSON COUNTY, COLORADO
IRRIGATION PLAN

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE 07/24/2020
SHEET **IR1.2**

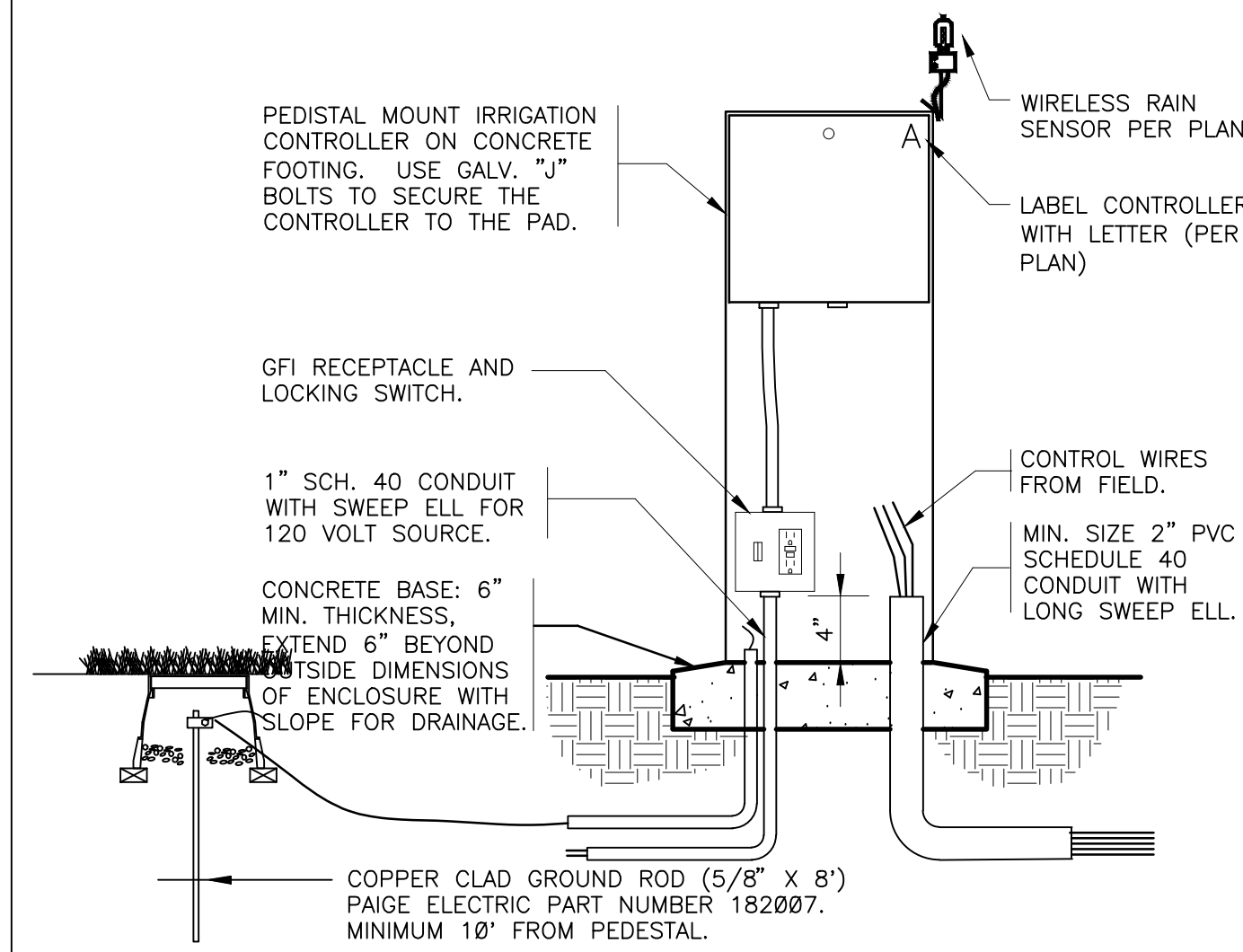


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Scale: 1"=30'-0"

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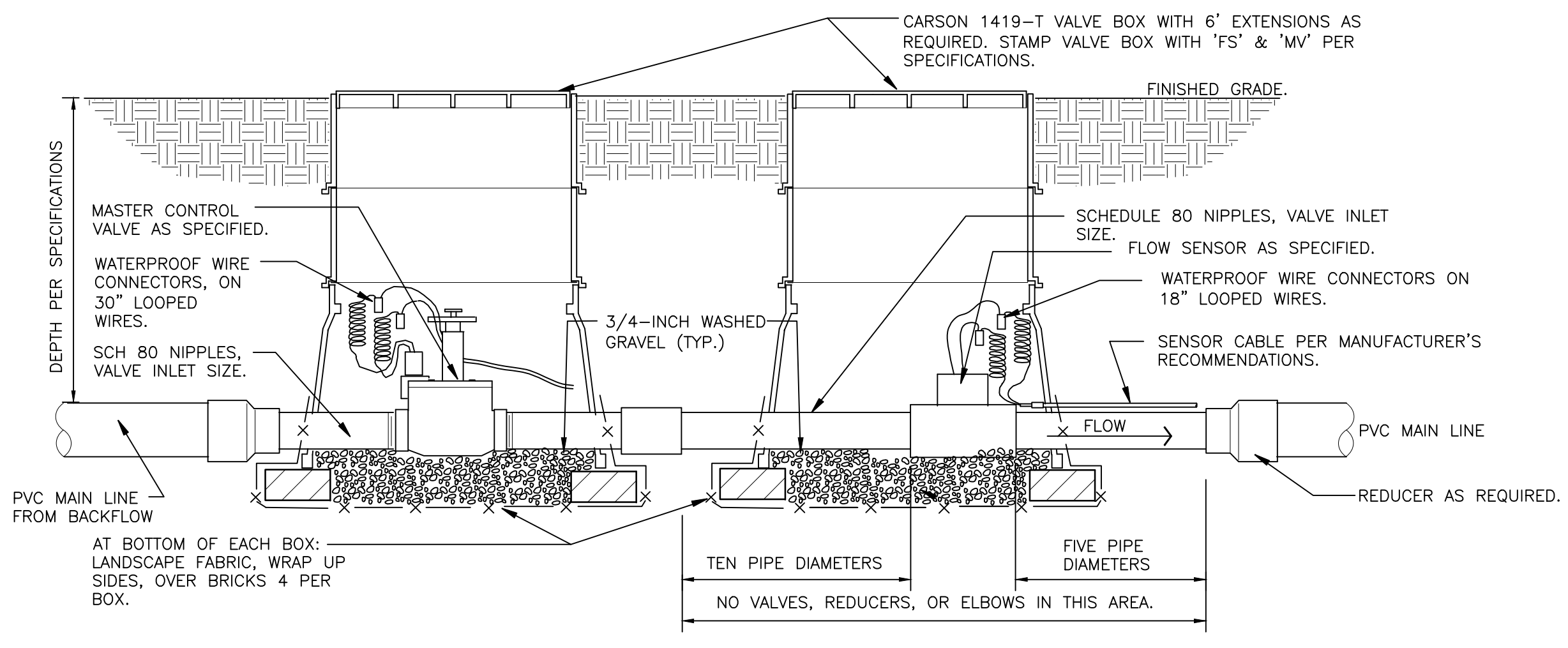
GREEN GABLES FILING 4, LOT 3A LENNAR TOWNHOMES

IRRIGATION PLANS
PART OF NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN
UNINCORPORATED JEFFERSON COUNTY, STATE OF COLORADO



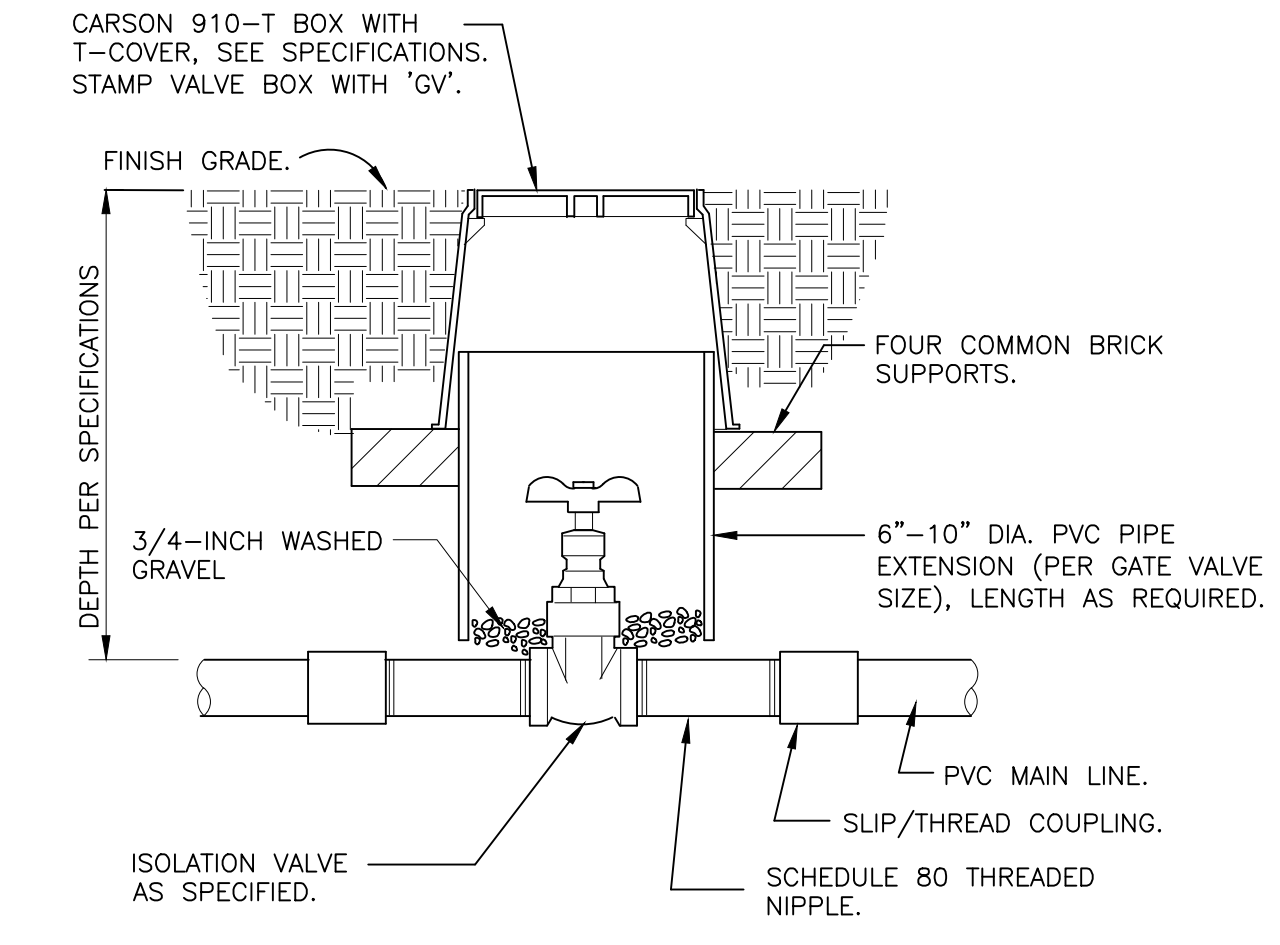
NOTES:
1. INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
2. INSTALL GROUND ROD WITHIN IRRIGATED TURF AREA. IF IRRIGATED TURF AREA IS NOT IN CLOSE PROXIMITY TO CONTROLLER, INSTALL ONE (1) DRIP EMITTER FROM NEAREST DRIP VALVE IN VALVE BOX HOUSING GROUNDING ROD.

1 PEDESTAL MOUNT CONTROLLER
N.T.S. 328409.16-03



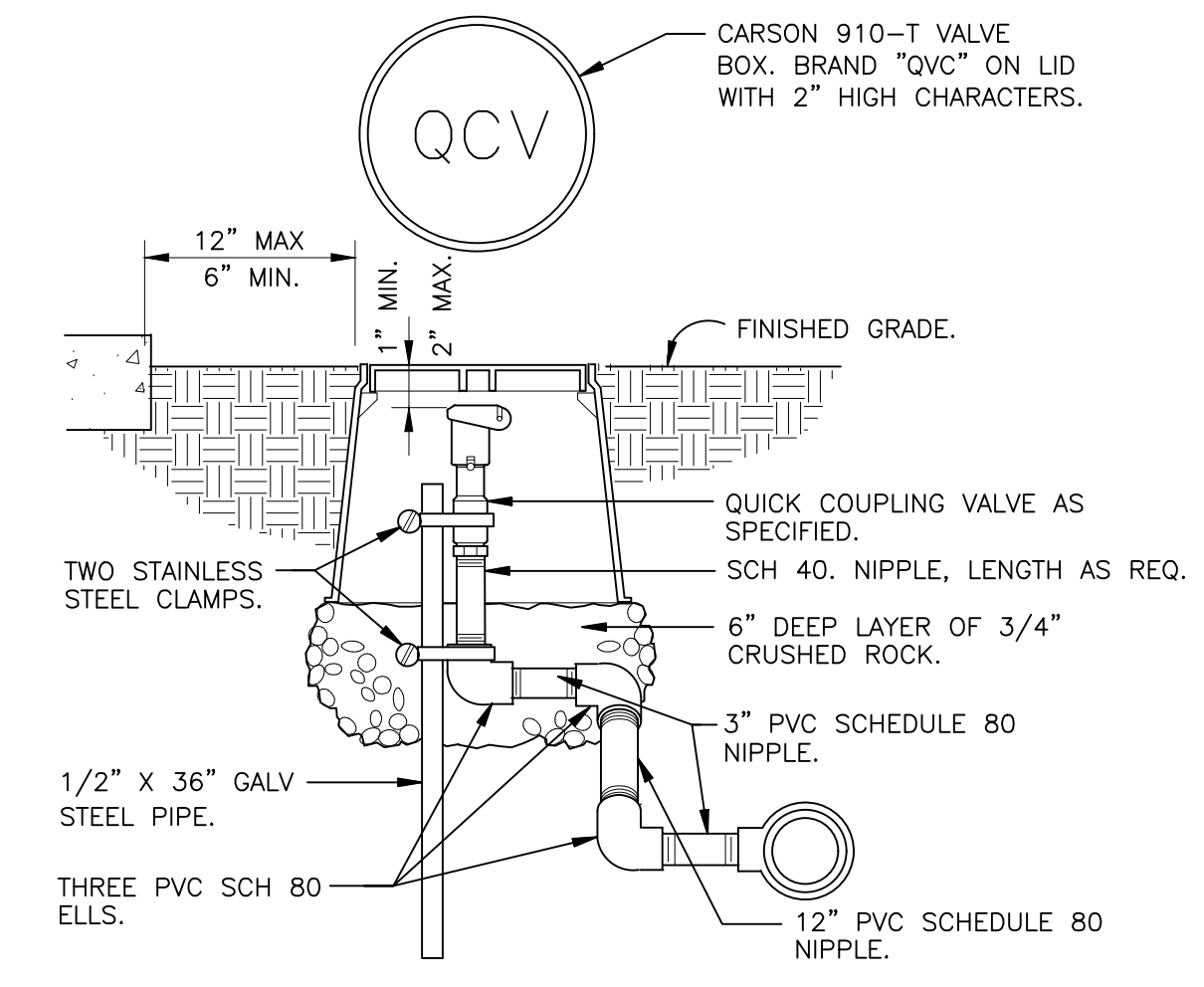
NOTE:
1. REFER TO CONTROLLER MANUFACTURER'S RECOMMENDATIONS FOR WIRING MASTER VALVE AND FLOW SENSOR.
2. SENSOR DECODER'S NOT AVAILABLE ON ALL CONTROLLERS. VALVES MAY BE DIRECTLY WIRED INTO CONTROLLER.

2 MASTER VALVE/FLOW SENSOR ON DECODER
1 1/2" = 1'-0" 328406.23-11



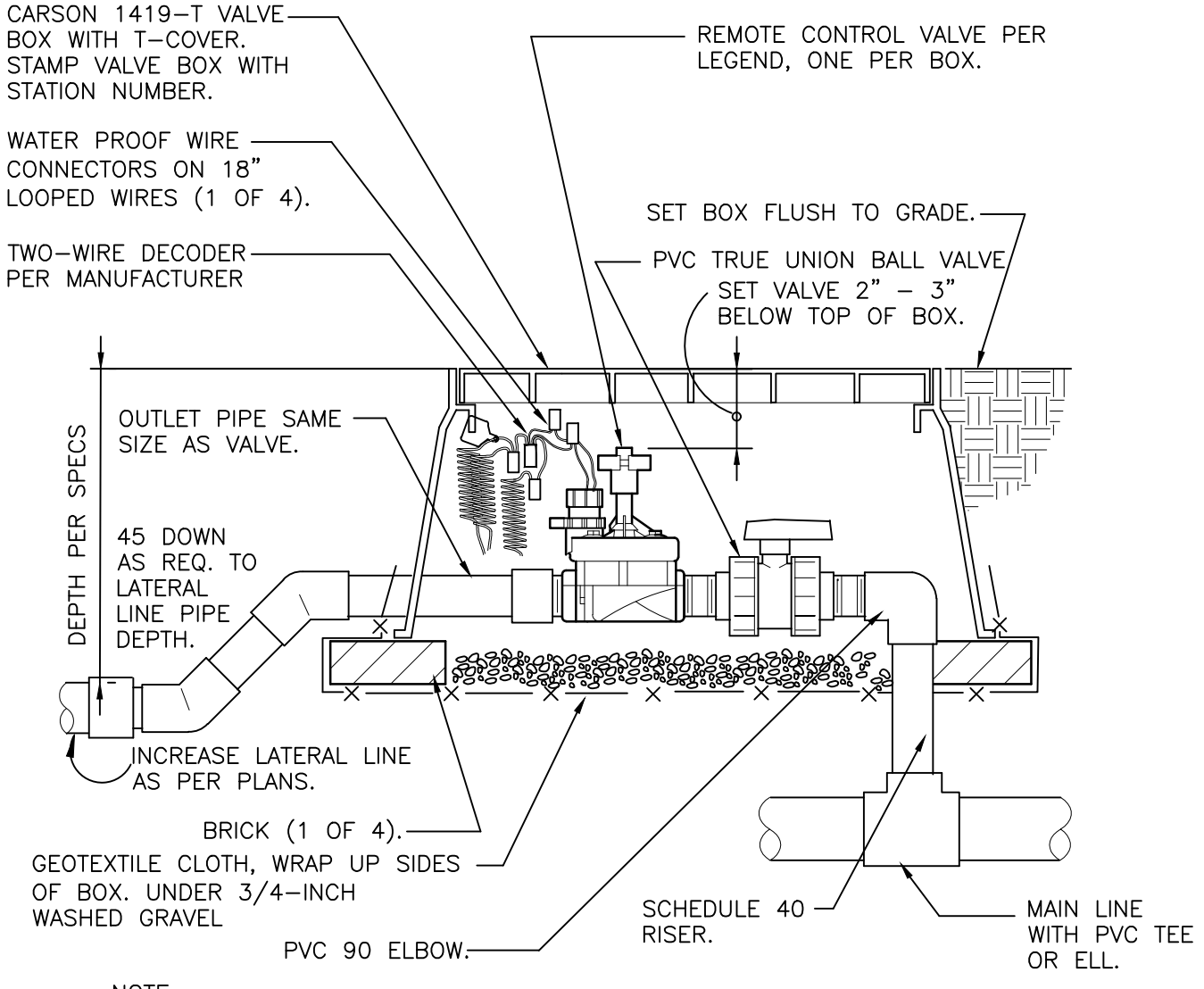
NOTE:
VALVE SHALL HAVE CROSS HANDLE FOR EASE OF MAINTENANCE

3 ISOLATION GATE VALVE
1 1/2" = 1'-0" 328406.33-01



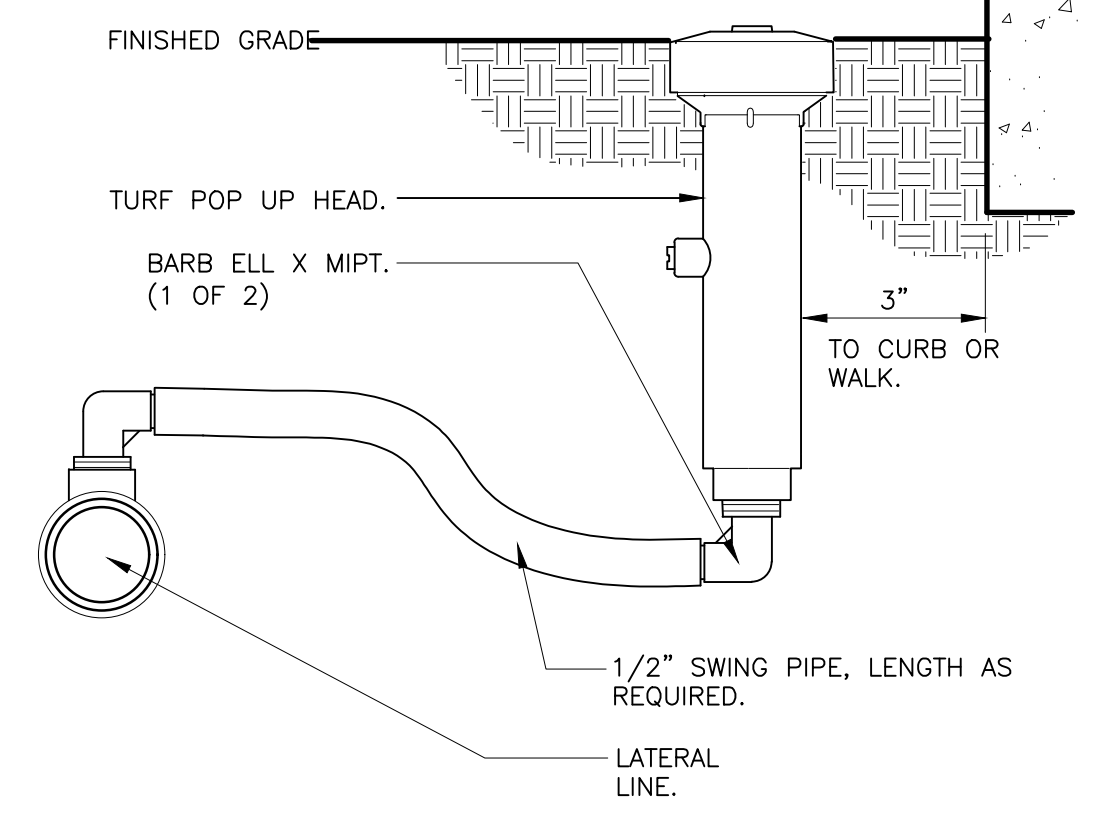
NOTE: PRE-FABRICATED SWING JOINT ASSEMBLY MAY BE UTILIZED.

4 QUICK COUPLING VALVE IN BOX
1 1/2" = 1'-0" 328406.43-02



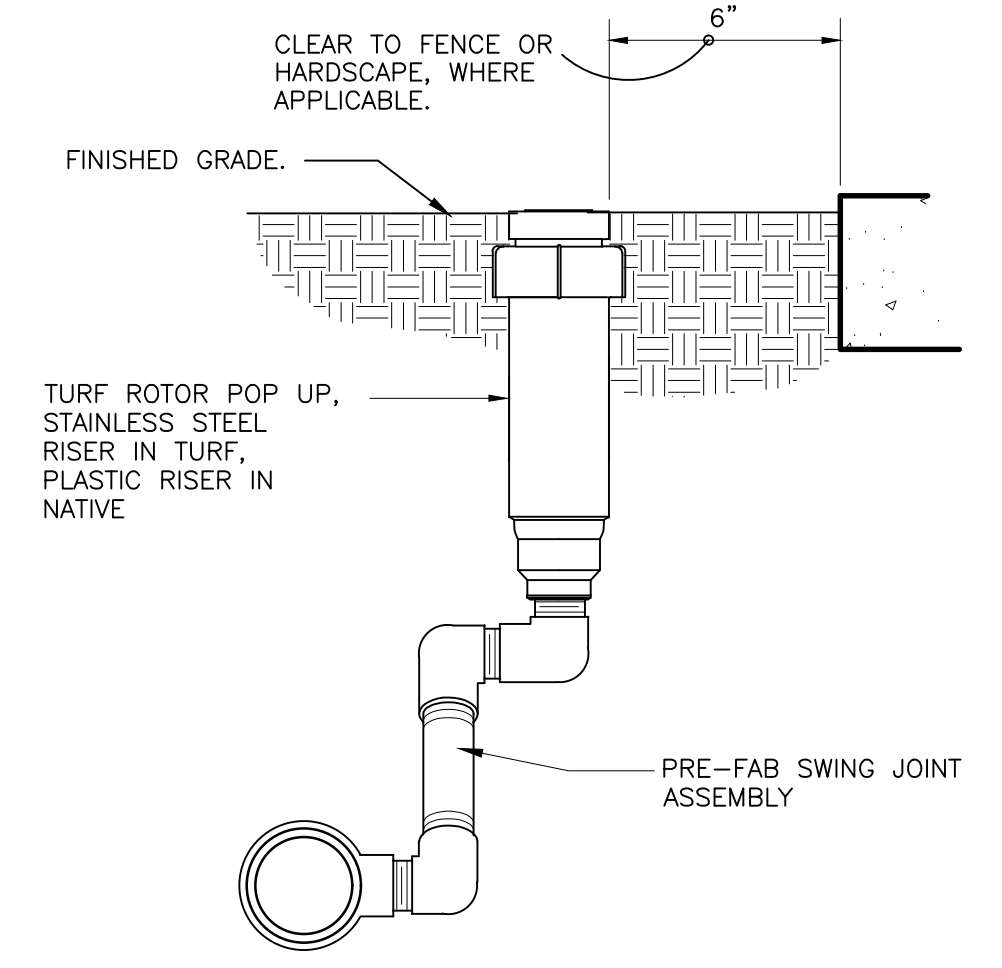
NOTE:
LEAVE 2 FOOT LOOP OF 2-WIRE CABLE IN EACH BOX. ADD SURGE DECODER AT VALVE AS RECOMMENDED BY MANUFACTURER.

5 REMOTE CONTROL TURF VALVE W/DECODER
1 1/2" = 1'-0" 328406.13-06



NOTES:
1. 6-INCH POP-UP RISERS SHALL BE UTILIZED IN ALL TURF/NATIVE SEEDED AREAS.
2. SIDE INLET SHALL NOT BE UTILIZED.

6 6-INCH POP-UP SPRAY
3" = 1'-0" 328403.13-02



7 GEAR-DRIVEN ROTOR ASSEMBLY
3" = 1'-0" 32 8403.16-01

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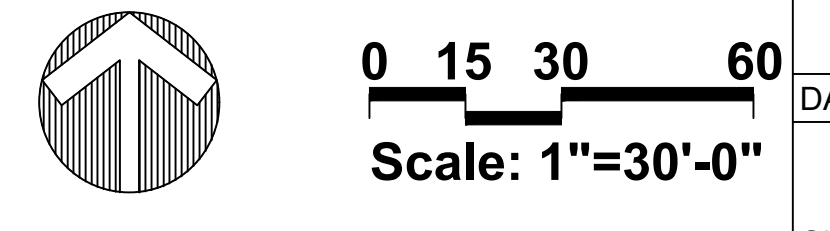
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GREEN GABLES FILING 4 - LOT 3A
JEFFERSON COUNTY, COLORADO
IRRIGATION DETAILS

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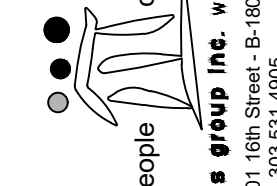
GREEN GABLES FILING 4, LOT 3A LENNAR TOWNHOMES IRRIGATION PLANS

PART OF NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN
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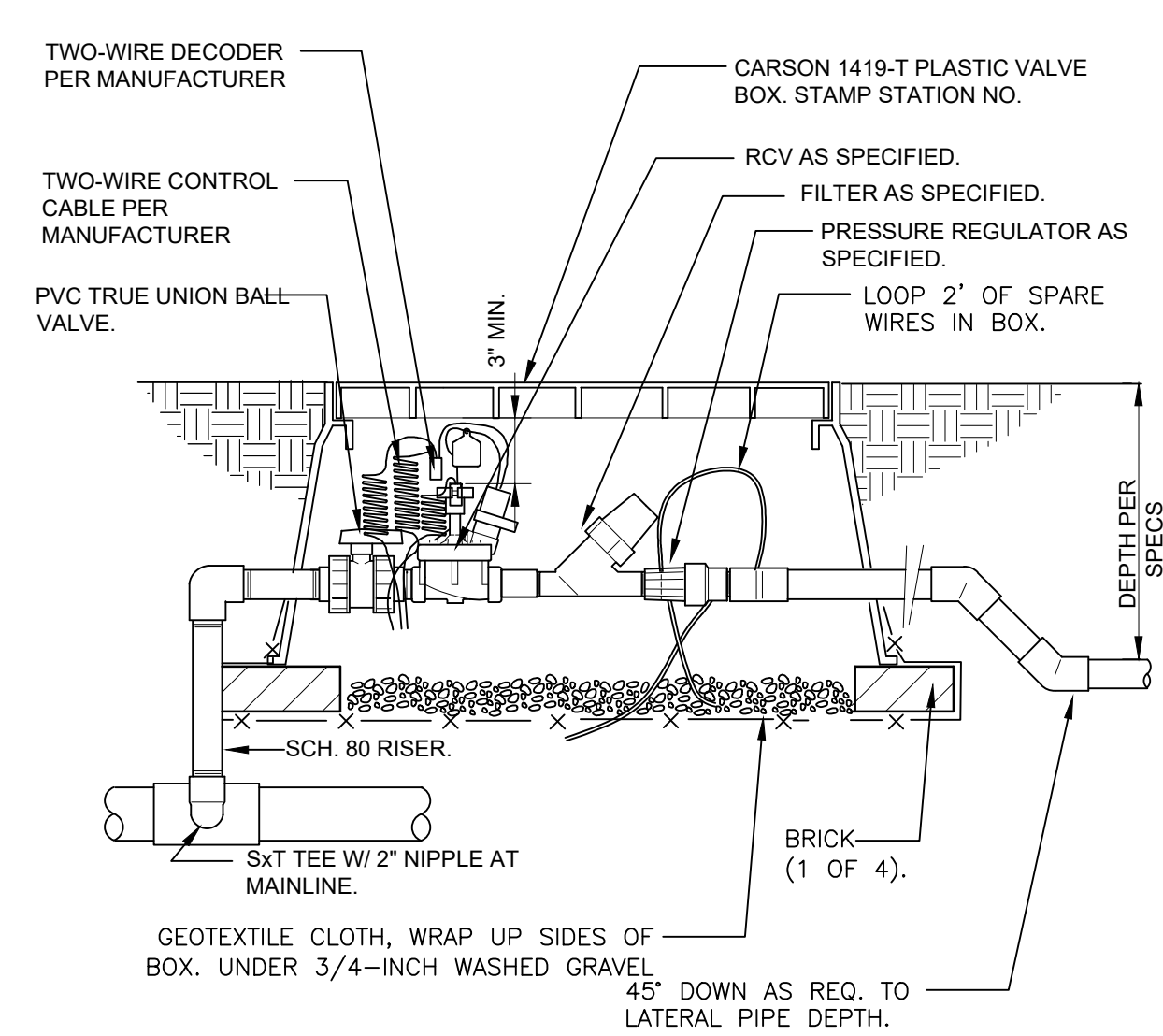


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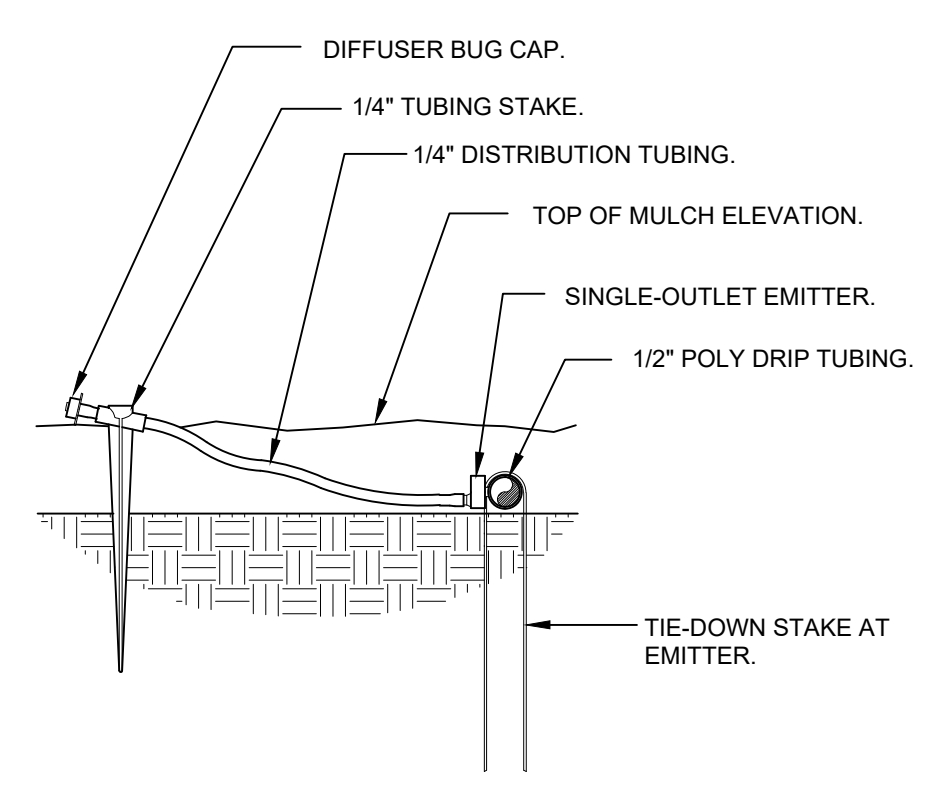


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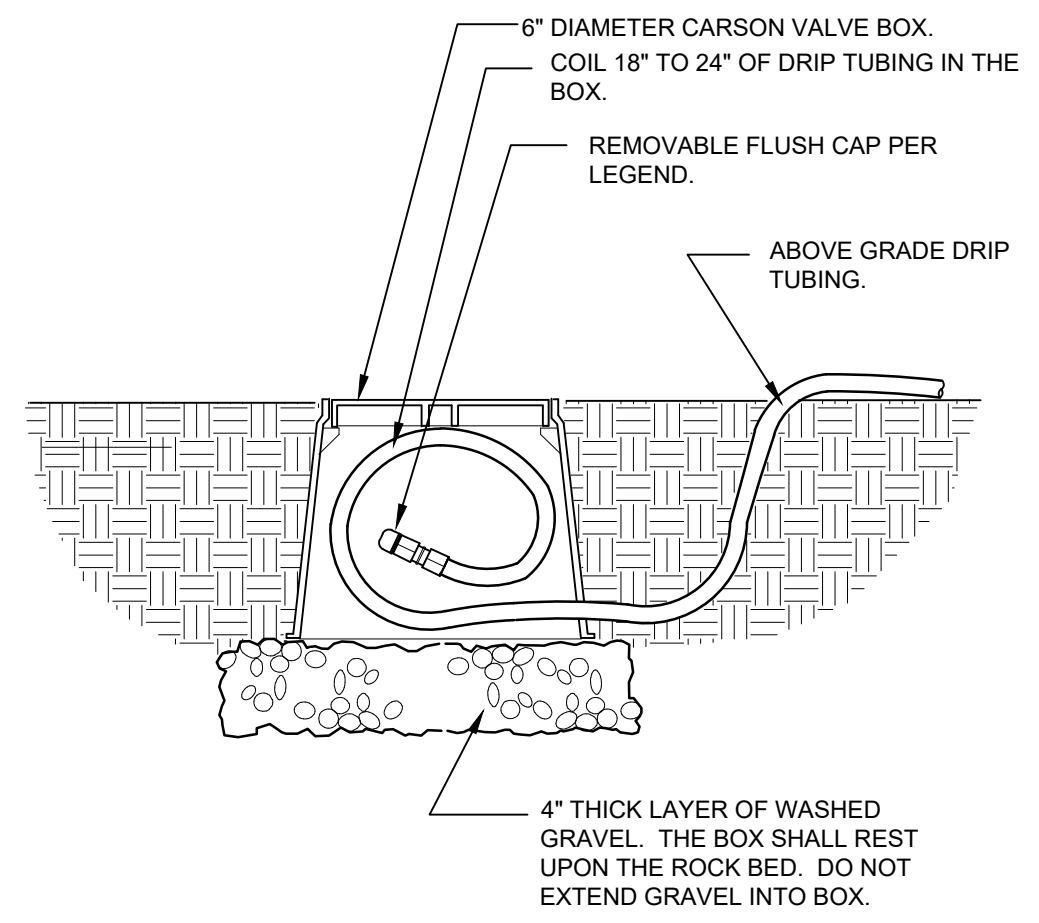
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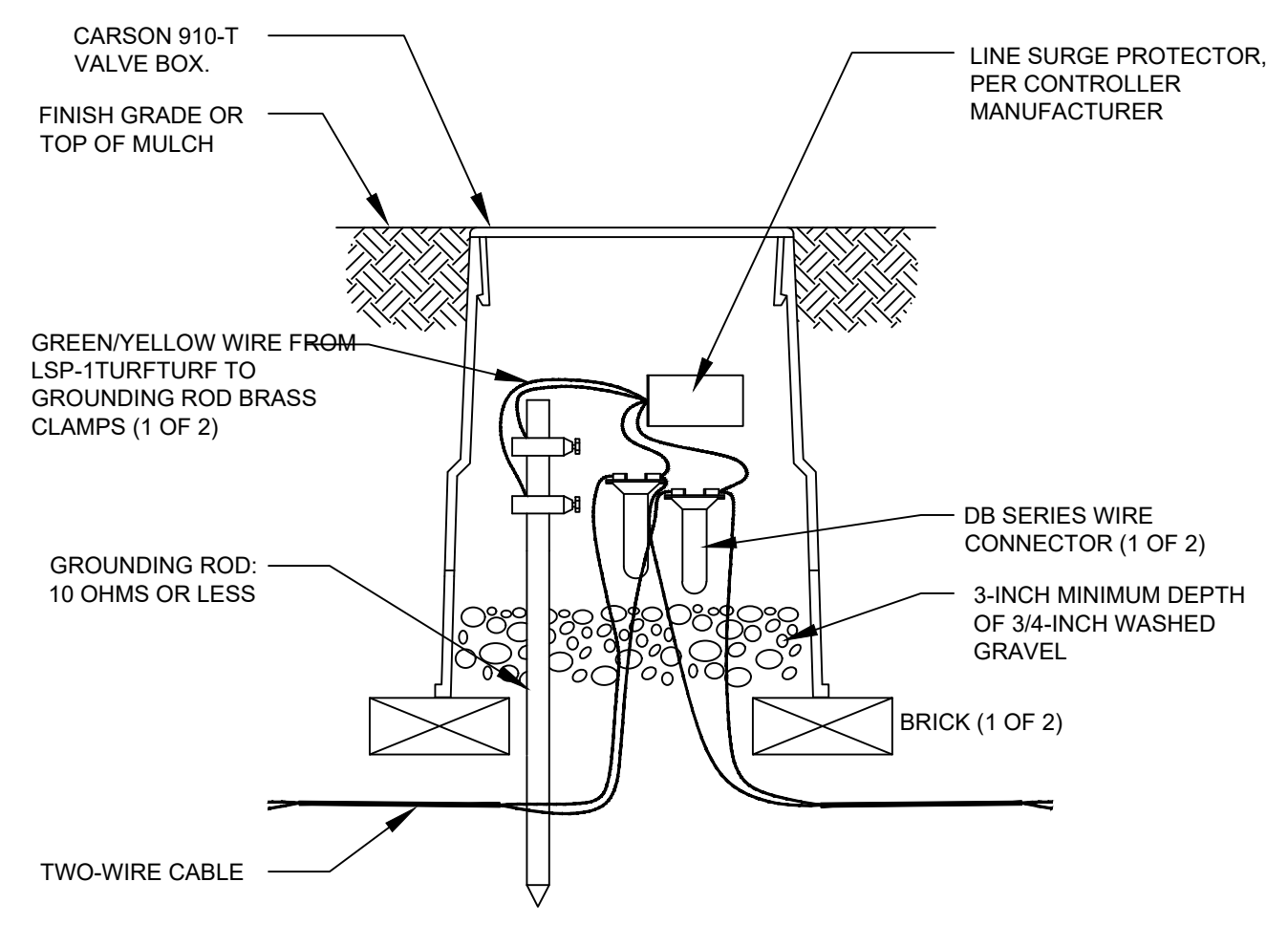
8 1" DRIP VALVE/FILTER/REGULATOR W/DECODER
1 1/2" = 1'-0" 328413.76-24



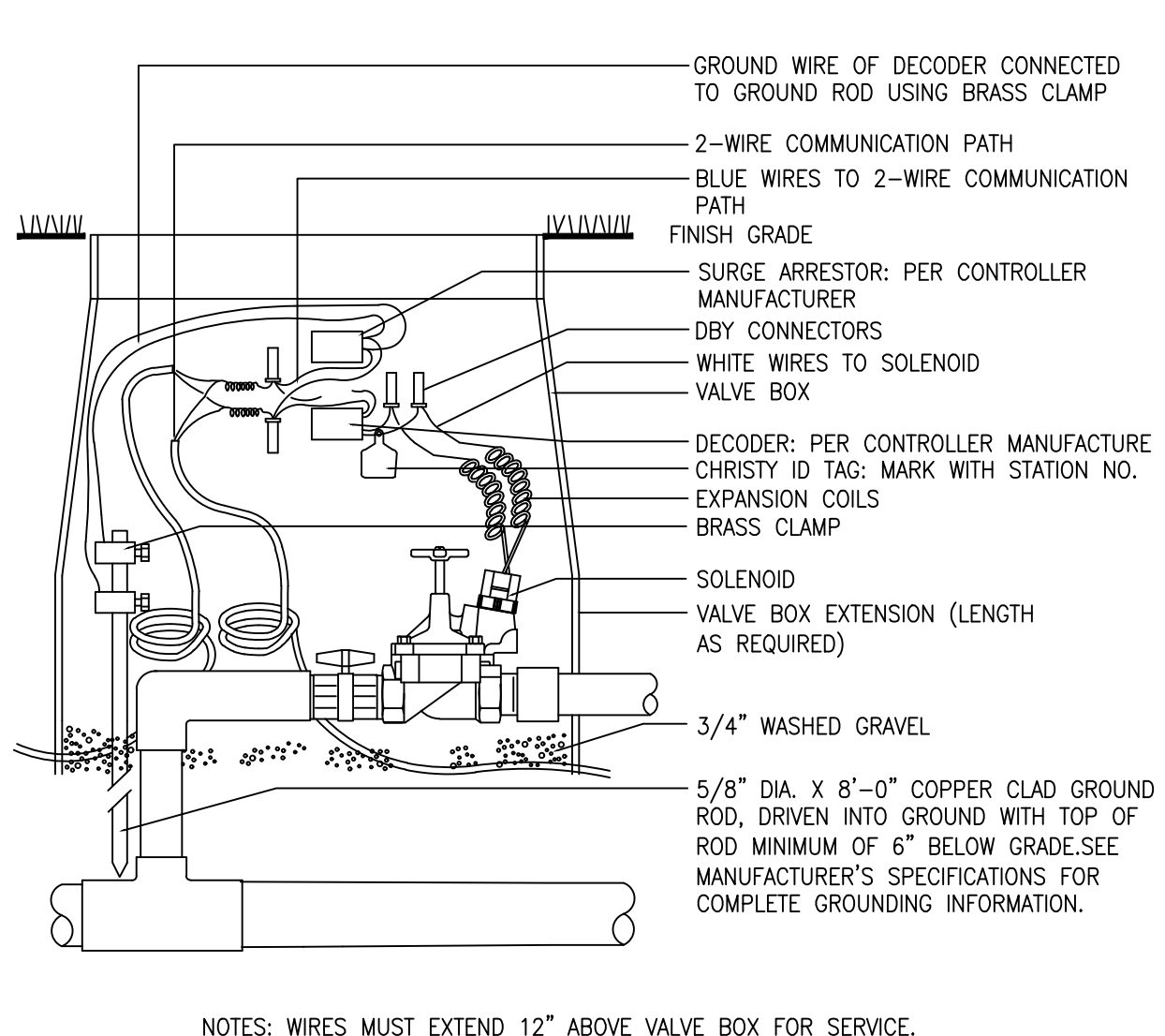
9 DRIP EMITTER AT 1/4" TUBING
3" = 1'-0" FX-IR-FX-EMIT-03



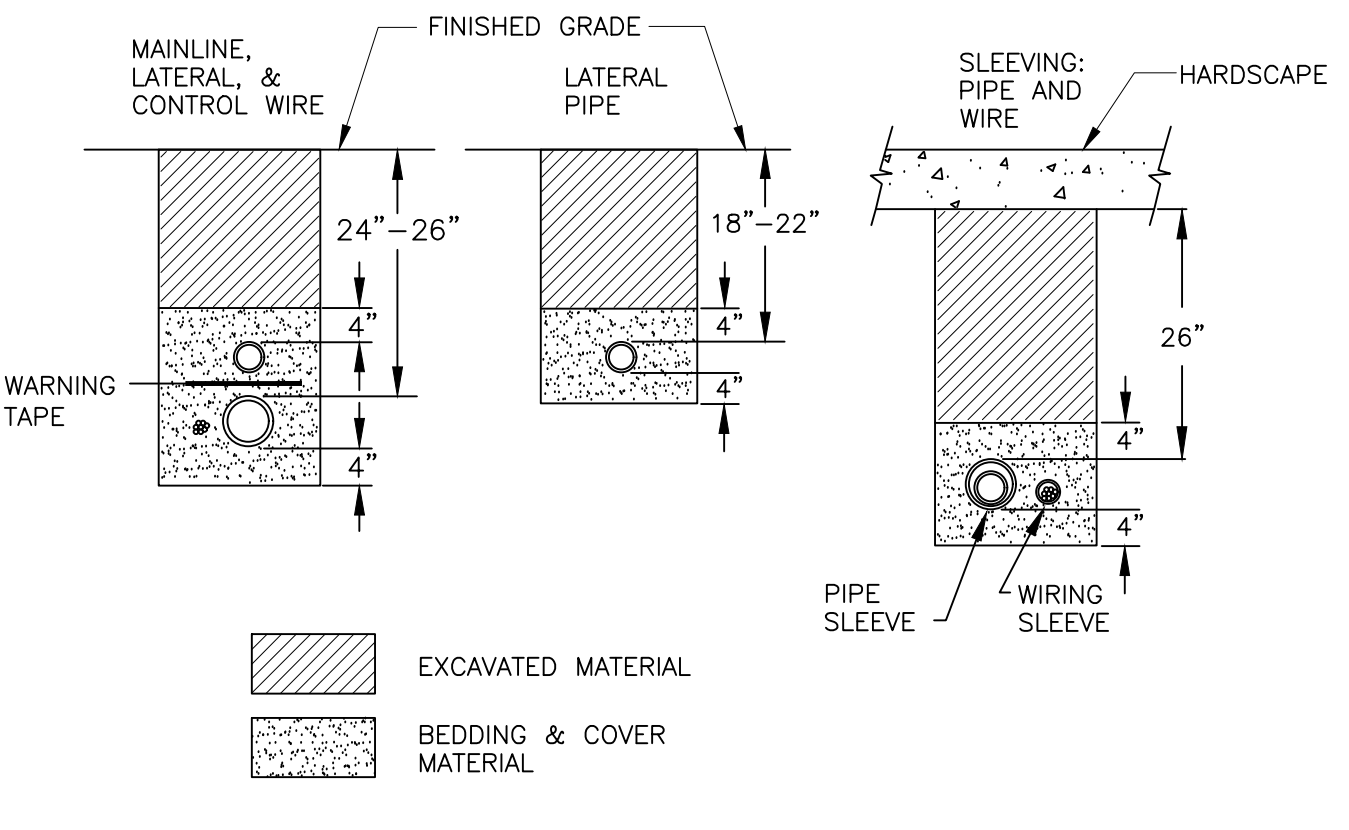
10 DRIP FLUSH CAP ASSEMBLY
1 1/2" = 1'-0" 328413.49-06



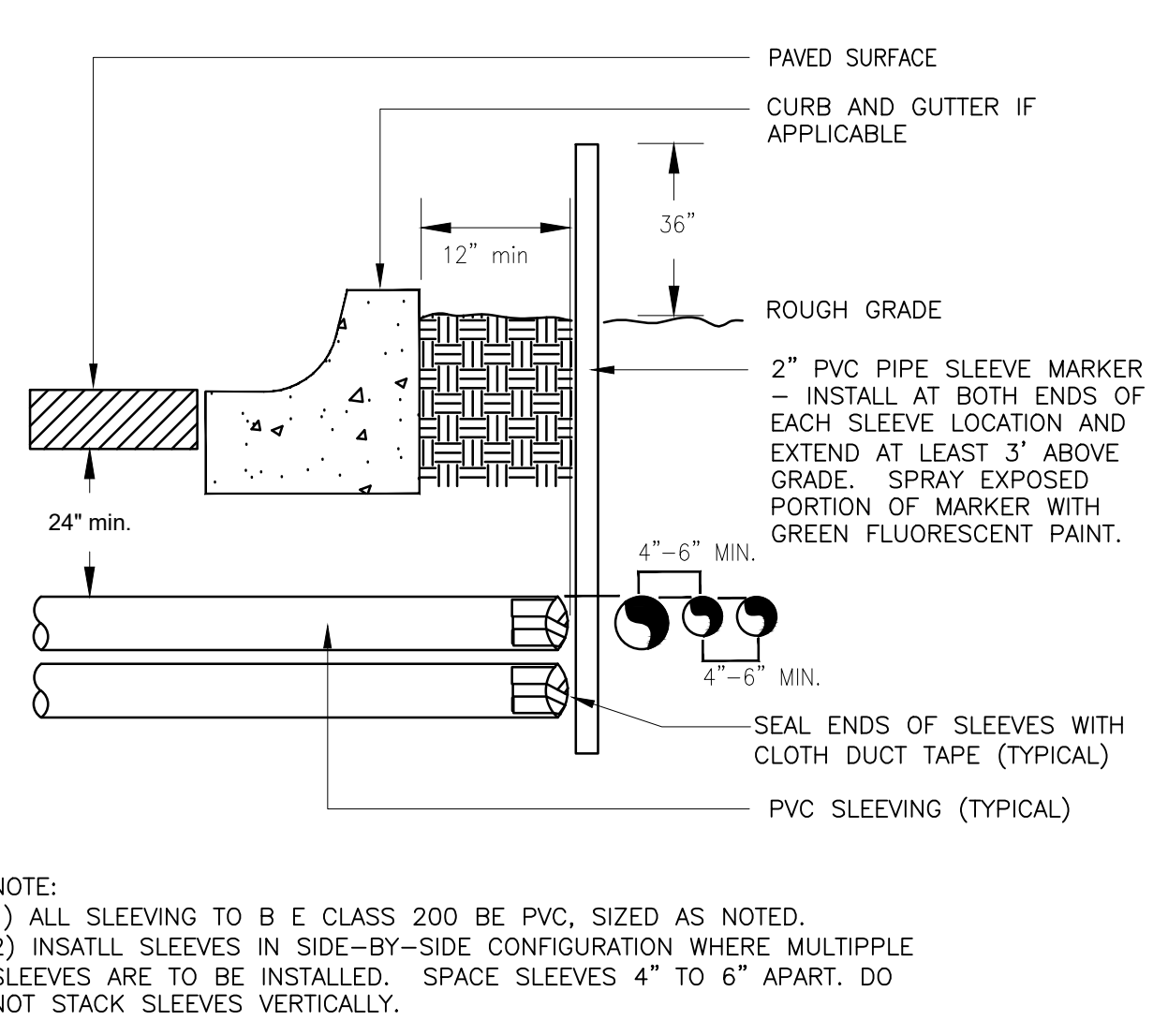
11 SURGE DECODER ON TWO-WIRE PATH
1 1/2" = 1'-0" 328409.16-25



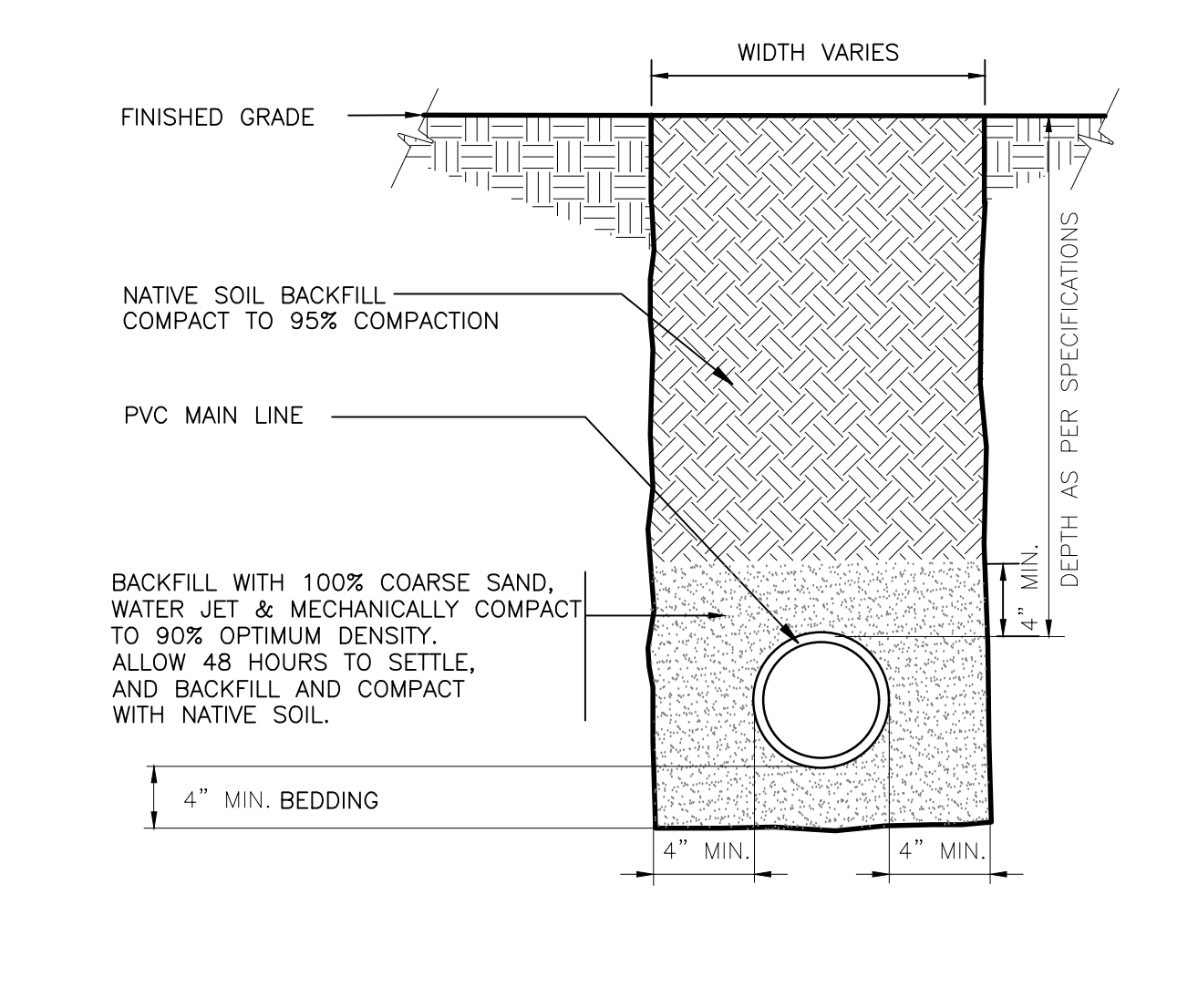
12 TYPICAL DECODER GROUND AT VALVE
N.T.S.



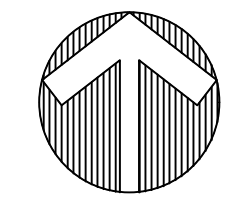
13 TYPICAL TRENCH DETAIL
N.T.S. 32 8409.76-16



14 TYPICAL SLEEVE
N.T.S. 328409.76-21



15 SLEEVE AT ROAD
1 1/2" = 1'-0" 328409.76-20



0 15 30 60
Scale: 1"=30'-0"

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
DATE 07/24/2020
IR2.2

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**GREEN GABLES
FILING 4 - LOT 3A**
JEFFERSON COUNTY, COLORADO
IRRIGATION DETAILS

Certificate Of Completion

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Subject: Please DocuSign: IGA for Non-Potable Irrigation Water Service (signed) (00615594xC440A).pdf	
Client Name: GGMD #1	
Client Number: 011-044208-OS01-2022	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sandy Brandenburger
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Sandy.Brandenburger@claconnect.com
	IP Address: 71.229.164.46

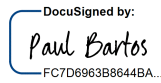
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Status: Original	Holder: Sandy Brandenburger	Location: DocuSign
8/26/2022 11:28:59 AM	Sandy.Brandenburger@claconnect.com	

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Paul Bartos
 pbartos@AngloGoldAshanti.com
 Security Level: Email, Account Authentication (None)

Signature



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Sent: 8/26/2022 11:31:16 AM
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 Signed: 8/26/2022 11:33:15 AM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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