

**1st ADDENDUM TO SERVICE AGREEMENT
(2012 VDW Metropolitan District No. 1-ValleyCrest)**

This ADDENDUM TO SERVICE AGREEMENT (“Addendum”) is made and entered into as of the 1st day of January, 2012, by and between VDW METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and VALLEYCREST LANDSCAPE MAINTENANCE, INC. (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the District and the Contractor entered into that certain Service Agreement, dated February 18, 2010 (the “Original Agreement”), pursuant to which the Contractor provides certain landscape management services and services related to the operation and maintenance of certain District facilities and/or improvements; and

WHEREAS, pursuant to Section 7.1 of the Original Agreement, the District and the Contractor shall annually analyze the Scope of Work and the fee schedules contemplated by the Original Agreement; and

WHEREAS, pursuant to Section 3.5 and Section 7.1 of the Original Agreement, the Parties may, with mutual consent, adjust the schedule of fees and/or the Scope of Work as deemed appropriate by the Parties; and

WHEREAS, the Parties to desire to adjust the Scope of Work and schedule of fees for calendar year 2012 as contemplated by the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. ADJUSTMENT OF SCOPE OF WORK

1.1 The District and the Contractor agree that the District shall engage the Contractor to perform the Services for the District as outlined on the Scope of Work set forth in Attachment A, attached hereto and incorporated herein by this reference. Contractor shall obtain the prior approval of the District prior to providing any Services that vary from those Services set forth in Attachment A, attached hereto.

II. ADJUSTMENT TO COMPENSATION

2.1 The District and the Contractor agree that Contractor shall be compensated for the Services provided hereunder according to the schedule set forth on Attachment A,

attached hereto and incorporated herein, according to the procedures for payment set forth in the Original Agreement. The Contractor shall obtain the approval of the District prior to charging for any Services that vary from the costs set forth in Attachment A, attached hereto. In the event of an early termination pursuant to Section 4.1 of the Original Agreement, the District shall pay Contractor for all Services satisfactorily performed up to and including the designated termination date.

III. MISCELLANEOUS

- 3.1 Capitalized terms not otherwise defined herein shall have the meaning given them in the Original Agreement.
- 3.2 Unless otherwise modified herein, all provisions of the Original Agreement shall remain in full force and effect as written in the Original Agreement.
- 3.3 Each and every Exhibit to this Addendum is specifically incorporated herein and made a part hereof by this reference.
- 3.4 The Contractor specifically affirms herein that it will continue to comply with and be bound by the terms set forth in Section V and Section VI of the Original Agreement.
- 3.5 This Addendum and the Original Agreement set forth the entire agreement of the Parties, and no statements, promises, or inducements made by either Party or the agent of either Party that are not contained in this Addendum or the Original Agreement shall be valid or binding.
- 3.6 This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Signatures follow on succeeding pages)

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

VDW METROPOLITAN DISTRICT NO. 1

Kim L. Perry, Chairperson and President

ATTEST:

Tom Hall, Secretary

VALLEYCREST LANDSCAPE MAINTENANCE, INC

By: Hans West Its: Operations Manager

EXHIBIT A

EXTERIOR LANDSCAPE MAINTENANCE

PROPERTY	LANDSCAPE MAINTENANCE TOTAL	SEASONAL COLOR MAINT TOTAL	SEASONAL COLOR INSTALLATION TOTAL	MULCH TOTAL	TOTAL 3RD YEAR BID
VDW Metro District	\$14,834.06	0	0	0	\$14,834.06

CONTRACTOR COMPANY NAME ValleyCrest Landscape Maintenance

CONTRACTOR ADDRESS 8234 S. County Road 9 Fort Collins, CO 80528

CONTRACTOR REPRESENTATIVE Hans West

CONTRACTOR SIGNATURE* _____

TITLE Operations Manager- Northern Colorado

TELEPHONE NUMBER 970-278-9150

¹ Landscape Maintenance Total of \$14,834.06 will be billed in 12 equal installments for an amount of \$1236.17 per month.