

**INFRASTRUCTURE ACQUISITION AGREEMENT  
FOR  
REGIONAL SPORTS COMPLEX**

This Infrastructure Acquisition Agreement for Regional Sports Complex (the “**Agreement**”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS (“**County**”), and SR Construction, LLC, a Colorado limited liability company (“**SR Construction**”).

**RECITALS**

A. Certain affiliates of SR Construction (these entities are referred to together as “**Developer**”) are developing the master planned community commonly known as “Sterling Ranch” (the “**Community**”), in accordance with the Sterling Ranch Planned Development as approved by the County and as specifically concerns this Agreement, that portion of real property within the Project (the “**Property**”) owned by the County and intended for the development by the County of a regional public sports complex, called “Zebulon” (the “**Project**”); and

B. The County is permitted to enter into contracts and agreements affecting the affairs of the County; and

C. In order for the Project to be developed, certain Public Improvements (as herein defined) need to be constructed, as the same are described in the scope of work attached hereto as **Exhibit A** (the “**Scope of Work**”); and

D. Developer has contributed portions of the Property to the County, and SR Construction is willing to construct the necessary Public Improvements that are described in the Scope of Work subject to the County’s obligation to accept and acquire the Public Improvements and timely repay SR Construction on the terms set forth herein; and

E. SR Construction is or will be under active construction of \$148,000,000 of infrastructure related to development of the Community and therefore can provide cost savings and efficiencies regarding construction of Public Improvements that would otherwise be unavailable to the County; and

F. To support the County’s development of the Zebulon regional sports park and the new County emergency operations and training center, SR Construction has agreed to construct Public Improvements without any markup or fees charged against the actual costs of construction, and to do so in an “open book” manner so that the County can verify all such costs; and

G. The County acknowledges the construction of the Public Improvements materially benefits the County and the residents of the County by supporting development of the Zebulon project and the County emergency operations and training center, that the Public Improvements are necessary for the required development of the Project and that it is necessary and appropriate for County to undertake the obligation to reimburse the Reimbursement Obligations (as hereinafter defined) set forth herein in order to facilitate the funding and construction of the Public Improvements by SR Construction, for which SR Construction will receive no markup or fees.

NOW THEREFORE, in consideration of the covenants contained herein and other good and sufficient consideration, the parties agree to the terms discussed hereinafter.

## TERMS AND CONDITIONS

1. **Purpose of Agreement.** This Agreement establishes the terms and conditions upon which: (i) SR Construction shall construct the Public Improvements as described in the Scope of Work with no markup on building trades and shall demonstrate that all Verified Costs (as hereinafter defined) are the actual costs of the Public Improvements; ii) and the County shall acquire the Public Improvements from SR Construction; and iii) the County shall reimburse SR Construction for the Verified Costs of constructing the Public Improvements.

2. **Definitions.**

a. **“CAB”** means the Sterling Ranch Community Authority Board, a political subdivision and public corporation of the State of Colorado formed pursuant to C.R.S. §29-1-203.5.

b. **“Dominion”** means the Dominion Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

c. **“Governmental Authorities”** means the County or any other governmental or political subdivision of the State of Colorado accepting ownership and maintenance responsibilities for any particular Public Improvement(s), including the CAB and Dominion.

d. **“Initial Acceptance”** or **“Initially Accepted”** means the date of preliminary acceptance by either the County or any other public entity accepting long term ownership, operations, and maintenance obligations of any covered Public Improvements.

e. **“Interest Accrual Start Date”** means the date on which interest begins to accrue on Verified Costs as set forth in Section 9.d., hereof.

f. **“Public Improvements”** means the Public Improvements eligible for funding by the County in accordance with all applicable County and State laws, which will equal SR Construction’s actual out-of-pocket costs without fee or markup and as described in the Scope of Work.

g. **“Reimbursement Obligation”** means the Verified Costs associated with the Public Improvements plus the accrued Interest thereon.

h. **“Verified Costs”** means the costs of the Public Improvements actually incurred by SR Construction as set forth in the applicable engineer and/or accountant certifications contemplated by Section 9.b hereof, including costs of engineering, construction or project management, plans and permits, testing, inspection, third-party reports, and other applicable “soft costs” that may benefit or be necessitated by construction of the Public Improvements.

3. **Agreement to Construct the Public Improvements; Standards of Construction; Changes to Construction Plans.** SR Construction agrees to construct the Public Improvements benefiting the Property consistent with applicable construction plans for the Public Improvements (the “**Construction Plans**”) which have been reviewed and approved the County, including any changes or modifications required by the County, or any other applicable governing law concerning the construction of the Public Improvements. The County shall be solely responsible for obtaining all permitting, inspection, and approvals related to the construction of the Public Improvements. The Public Improvements will be completed in multiple construction phases (each, a “**Construction Phase**”) as the same are described in the construction phasing plan attached hereto as **Exhibit B** (the “**Construction Phasing Plan**”). SR Construction reserves the right to modify or “rephrase” any Construction Phase in its reasonable discretion, provided that it will provide the County with written notice of the same.

4. **Public Improvements Construction Standard.**

a. **SR Construction’s Obligations.** SR Construction shall cause the Public Improvements to be constructed in accordance with the Public Improvements Construction Standard (as hereinafter defined) and shall obtain Initial Acceptance and Final Acceptance (as hereinafter defined) thereof by all applicable Governmental Authorities. As used herein, the term “**Public Improvements Construction Standard**” means construction and installation in a good, workmanlike and claim-free manner and in conformity with the Construction Plans (as may be modified pursuant to the terms hereof) and the applicable requirements of any Governmental Authorities who will accept any particular portion of the Public Improvements. So long as SR Construction completes the Public Improvements substantially in conformance with the Public Improvements Construction Standard, and except for SR Construction’s obligations during the Governmental Warranty Period (as hereinafter defined), SR Construction does not warrant the adequacy of the Public Improvements nor their fitness for any particular purpose.

b. **Change to Construction Plans.** In the event the County requires a change to the Construction Plans, the County shall provide SR Construction notice of such change and afford SR Construction the opportunity to review and discuss the requested change and make necessary revisions to the Scope of Work, the Construction Phasing Plan, the Schedule of Values (as hereinafter defined) or the Maximum Reimbursement Amount (as hereinafter defined), which the County shall reasonably approve prior to SR Construction undertaking any such changes.

5. **Interim Inspection of Public Improvements.** During the course of construction of the Public Improvements, the County and the other Governmental Authorities shall have the right to conduct interim inspections to ensure that all Public Improvements meet the Public Improvement Construction Standards and are being installed consistent with the Construction Plans. Such inspection may require the uncovering of work or other reasonable and customary accommodations to ensure appropriate construction of Public Improvements and consistency with the Construction Plans. SR Construction shall be provided reasonable notice of all inspections and shall make reasonable efforts to cooperate. If the interim inspection uncovers any incomplete or defective work, SR Construction shall be responsible for causing any such identified deficiencies to be remedied.

6. **Substantial Completion and Initial Acceptance.**

a. **“Substantial Completion”** shall be deemed to have occurred when all of the following have occurred with respect to the Public Improvements in any particular Construction Phase:

i. The Public Improvements substantially comply with the Public Improvements Construction Standard;

ii. No mechanics’ or materialmen’s liens have been asserted against any of the Construction Phase with respect to the Public Improvements; and conditional lien waivers (conditional only on the issuing financial institution honoring the instrument used to pay the same) have been obtained from any service providers that constructed the Public Improvements; and

iii. SR Construction has provided the County with all contracts, change orders, pay requests, invoices or proof of payment for SR Construction’s actual out-of-pocket costs without fee or markup to permit the County third-party engineers and/or accountants to certify the Verified Costs of the Public Improvements for direct.

b. **Initial Acceptance.** SR Construction shall provide written notice to the County or any other Governmental Authority taking ownership of the applicable Public Improvements (**“Notice of Substantial Completion”**) when SR Construction believes Substantial Completion has occurred. Within ten (10) days after receipt of the same, the County or other Governmental Authority taking ownership of the applicable Public Improvements shall provide written notice of (i) Initial Acceptance and acknowledgement of Substantial Completion documenting the receipt of all items required in this Section 6 and the date on which Initial Acceptance and Substantial Completion was attained, or (ii) a reasonably detailed list of which requirements have not been satisfied (the **“Punchlist”**). Following completion of the Punchlist, or upon the provision of the written notice, the Public Improvements will be deemed Initially Accepted. In conjunction with Initial Acceptance, SR Construction shall post any surety required by the County or other Governmental Authority taking ownership of the applicable Public Improvements, which costs will be reimbursed to SR Construction by the County.

7. **Governmental Warranty Period.**

a. **Commencement of Governmental Warranty Period.** SR Construction shall provide a two (2) year warranty (the **“Governmental Warranty Period”**) from the date of Initial Acceptance of the Public Improvements by the County other Governmental Authority taking ownership of the applicable Public Improvements. If any Public Improvements are Initially Accepted in phases, the Governmental Warranty Period shall commence for each Construction Phase based on the Initial Acceptance of that Construction Phase. During the Governmental Warranty Period, SR Construction shall warrant that the Public Improvements are substantially free of defects in materials and workmanship. SR Construction will provide final **“As-Built”** drawings for the Public Improvements to the County or other Governmental Authority taking ownership of the applicable Public Improvements, if available.

b. **Maintenance of Public Improvements.** During the Governmental Warranty Period, the County or other Governmental Authority taking ownership of the applicable

Public Improvements shall operate and maintain at its sole cost all Public Improvements consistent with any applicable manufacturer or material recommendations, the warranty terms, and generally accepted practices and standards for the maintenance and operation of the applicable Public Improvement (collectively, the “**Maintenance Standard**”). The parties shall reasonably cooperate to establish and agree upon the Maintenance Standard prior to the completion of any of the Public Improvements. At the conclusion of the Governmental Warranty Period, the County shall be responsible for repairs required by a Governmental Entity that are related to regular wear and tear or normal operational use prior to Final Acceptance.

c. **Defects in Public Improvement.** During the Governmental Warranty Period, SR Construction shall, at no additional cost to the County or other Governmental Authority taking ownership of the applicable Public Improvements, cause defects in Public Improvement installation, workmanship, and materials to be modified, repaired or replaced as necessary to conform to the requirements of this Agreement. Any modification, repair or replacement request shall be made by the County other Governmental Authority taking ownership of the applicable Public Improvements delivering to SR Construction written notice of a defect, and, upon receipt of said notice, SR Construction shall commence the work necessary to modify the defect within sixty (60) days, which may be deferred if seasonally appropriate and subject to the consent of the County. If SR Construction does not commence such work within sixty (60) days, the County or other Governmental Authority taking ownership of the applicable Public Improvements may cause the Public Improvement defect to be remedied and SR Construction shall reimburse the County or other Governmental Authority taking ownership of the applicable Public Improvements for all reasonable, out-of-pocket costs associated with remedying the identified defect. Notwithstanding the foregoing, the County or other Governmental Authority taking ownership of the applicable Public Improvements shall be solely responsible for the cost of any ordinary maintenance, repair, or replacement of any Public Improvements to the extent caused by ordinary wear and tear or the County or other Governmental Authority taking ownership of the applicable Public Improvements failure to operate or maintain in accordance with the Maintenance Standard.

d. **Expiration of the Governmental Warranty Period.** No later than sixty (60) days prior to the expiration of the Governmental Warranty Period, the County or any Governmental Authority taking ownership of the applicable Public Improvements shall notify SR Construction of a final inspection of the applicable Public Improvements to close out the Governmental Warranty Period. The parties shall jointly conduct an inspection of the Public Improvements and prepare a written punch list of all items requiring remedial action. Provided that the parties agree that remedial action is required, SR Construction shall promptly cause remedial work related to defects in material, workmanship, or related to a Public Improvement not being built to applicable Construction Plans to be performed and shall endeavor to complete all work within the Governmental Warranty Period. In the event the identified punch list items cannot be completed within the Governmental Warranty Period for reasons including, but not limited to, weather, seasonal limitations, contractor availability, or other reason not reasonably within the control of SR Construction, the Governmental Warranty Period for the applicable Public Improvements shall be automatically extended until the completion of the punch list, and the County shall proceed to Final Acceptance on the remaining portion of the Public Improvements. Upon the satisfactory completion of the punch list items, the County or the applicable Governmental Authority shall provide written notice of Final Acceptance.

8. **Final Acceptance.** The County or other Governmental Authority taking ownership of the applicable Public Improvements shall issue final acceptance of the Public Improvements (“**Final Acceptance**”) upon the occurrence of the following:

- a. Completion of all items identified on the Governmental Warranty Period punch list. Final Acceptance of the Public Improvements shall be documented in writing; and
- b. Receipt of written notice of final acceptance from any other Governmental Authority with jurisdiction of any particular Public Improvement.

9. **Reimbursement Obligation and Reimbursement Terms.**

a. **Maximum Reimbursement Amount.** Subject to the satisfaction of all applicable requirements herein, the County agrees to pay and reimburse SR Construction for the Verified Costs of the Public Improvements as set forth herein. The maximum amount of Verified Costs authorized under this Agreement is \$12,046,296 (the “**Maximum Reimbursement Amount**”). Such amount is allocated to the various portions of the Public Improvements on the schedule of values attached hereto as **Exhibit C** (the “**Schedule of Values**”). Any County funding for the Project beyond the Maximum Reimbursement Amount shall require the additional approval and consent the Board of County Commissioners in its sole discretion, and nothing in this Agreement shall be construed as obligating the County to spend any amounts beyond the Maximum Reimbursement Amount without the additional approval and consent of the Board of County Commissioners to budget and appropriate such additional funds. The parties acknowledge that any additional County funding is likely to require a formal amendment to this Agreement. The parties further acknowledge that SR Construction shall not undertake any work that it reasonably believes would cause the cost of the Public Improvements to exceed the Maximum Reimbursement Amount without such additional approval by the County and, if necessary, amendment to this Agreement.

b. **Verification of Actual Costs.** Upon the receipt of documents described in Section 6, above, the County shall promptly provide such documentation to its independent engineer(s) for review and request certification that the costs of testing, engineering, and construction of the Public Improvements, together with related consultant and management fees appropriately associated with construction of the Public Improvements, if any, are: (i) reasonable and comparable for similar projects as constructed in the Douglas County area; (ii) fit for their intended purpose; and (iii) verification from the County engineers, attorneys, and/or accountants, the submitted costs are eligible for reimbursement by the County under applicable law. Costs satisfying the foregoing requirements shall constitute “**Verified Costs**” in the amount set forth in such certifications. Upon receipt of certification of Verified Costs, the County shall promptly submit the same to the County for formal acceptance, which shall not be unreasonably, delayed, conditioned or withheld unless the requirements of this Section have not been satisfied or unless the Verified Costs are otherwise not eligible for reimbursement under applicable law.

- i. Verified Costs may be encompassed in a single cost certification report, or may be the product of multiple reports submitted over the course of construction.
- ii. Only Verified Costs shall be deemed Reimbursement Obligations

c. **Reimbursement Obligation.** The County obligation to reimburse SR Construction for Verified Costs shall attach upon the County's Initial Acceptance of the Public Improvements as provided herein, and together with any accrued Interest, shall be the "**Reimbursement Obligation.**" The County's commitment to timely pay the Reimbursement Obligations is a material inducement to SR Construction agreeing to construct the Public Improvements. Therefore, the County shall review any costs submitted by SR Construction in conformance with Section 6, make a determination of Verified Costs and issue payment within thirty (30) days of initial submittal (the "**Payment Deadline**").

d. **Interest Accrual.** Interest on unpaid Reimbursement Obligations shall accrue on Verified Costs beginning on the day after the Payment Deadline (the "**Interest Accrual Start Date**"). Interest shall accrue at the rate of eight percent (8%) simple interest per annum ("**Interest**") until paid.

e. **Sources of Repayment.** The parties agree that the County may pay the Reimbursement Obligations from any revenue source lawfully available to the County determined by the County, in its reasonable discretion, to be available for such purpose, including but not limited to, the net proceeds of bonds issued by the County, subject to any permitted uses of bond proceeds; taxes, fees, rates, tolls, charges; and any available moneys not otherwise pledged to payment of bonds, used for operation and maintenance expenses, or otherwise encumbered. In order to minimize the Interest paid, the County will use good faith, reasonable efforts to endeavor to reimburse the amounts owed under this Agreement as soon as reasonably possible. IT IS HEREBY AGREED AND ACKNOWLEDGED THAT THIS AGREEMENT EVIDENCES AN INTENT TO REIMBURSE SR CONSTRUCTION FOR THE REIMBURSEMENT OBLIGATIONS, BUT THAT THIS AGREEMENT SHALL NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, NOR SHALL IT CONSTITUTE A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION, AND THE MAKING OF ANY REIMBURSEMENT HEREUNDER SHALL BE AT ALL TIMES SUBJECT TO ANNUAL APPROPRIATION BY THE COUNTY. BY ACCEPTANCE OF THIS AGREEMENT, SR CONSTRUCTION AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT TO THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE HEREUNDER.

f. **Termination of Reimbursement Obligations.** Notwithstanding any provision herein to the contrary, this Agreement and the County's obligation to reimburse SR Construction will terminate upon the occurrence of any one of the following, following any applicable notice and cure provisions: (a) SR Construction's assignment of the Agreement to a party other than a Qualified Contractor (as defined below), subject to the notice and cure provisions set forth in Section 12.c; (b) SR Construction's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern, or administrative dissolution (or other legal process not initiated by SR Construction) dissolving SR Construction as a legal entity without assigning its rights and interests under this Agreement to a Qualified Contractor (as set forth herein); or (c) the discharge or assignment to a person or entity other than a Qualified Contractor of such Reimbursement Obligation or this Agreement via bankruptcy, receivership or similar process or actions with regard to SR Construction (whether voluntary or involuntary) (each of the foregoing, a "**Termination Event**"). If the County reasonably believes that a Termination Event has occurred, then the County shall provide SR Construction with written notice (i) referencing

this Agreement by name and date, and (ii) identifying the Termination Event that the County believes has occurred with reasonable specificity, and (iii) containing the following language, in a minimum 12 point font and in all caps: “YOU ARE HEREBY NOTIFIED THAT THE COUNTY REASONABLY BELIEVES A “TERMINATION EVENT” HAS OCCURRED UNDER SECTION 10.E OF THE AGREEMENT. IF THIS TERMINATION EVENT IS NOT CURED WITHIN SIXTY (60) DAYS AFTER THE DATE YOU RECEIVE THIS NOTICE, THE AGREEMENT AND ALL FUTURE REIMBURSEMENT OBLIGATIONS OWED UNDER THE AGREEMENT WILL AUTOMATICALLY AND FOREVER TERMINATE AT THE END OF SUCH 60-DAY PERIOD.” If the Termination Event has not been cured within sixty (60) days after the County delivers written notice of the Termination Event, then this Agreement shall automatically terminate (except for those provisions that expressly survive termination). However, if resolution of the Termination Event is such that it cannot reasonably be cured within sixty (60) days despite the use of commercially reasonable efforts, then so long as SR Construction has commenced a cure within such sixty (60)-day period, notifies the County in writing of the same, and continues to diligently pursue the same to completion, then the deadline to cure the underlying Termination Event shall be extended so long as SR Construction continues to diligently pursue a cure (but in no event longer than one hundred twenty (120) days after the original cure date). The termination of the County reimbursement obligations as set forth in this Section shall be absolute and binding upon SR Construction, its successors and assigns. SR Construction, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the County relating to or arising out of the County reimbursement obligations under this Agreement in the event that this Agreement is terminated pursuant to this paragraph. Any termination of this Agreement shall not apply to or otherwise affect a Reimbursement Obligation that has been converted into a bond or separate instrument prior to the date of such termination.

10. **Taxes, Fees and Permits.** The County or its service providers shall secure and pay for all approvals, easements, assessments, charges, permits and governmental fees, licenses and inspections necessary for completion of the Public Improvements. The parties acknowledge that the County is exempt under Section 39-26-708(1), C.R.S. from the obligation to pay sales and use taxes applicable to materials furnished by or through its service providers pertaining to the Public Improvements. SR Construction or its service providers shall pay all applicable sales, use, and other similar taxes pertaining to any improvements other than the Public Improvements, and shall pay for all approvals, charges, permits and governmental fees, licenses and inspections necessary for completion of these improvements; provided that SR Construction shall be responsible for determining the applicability of any exemption from applicable sales and use taxes by reason of the County’s tax exempt status; provided further that the County shall not be liable to SR Construction, its Service Providers or any other third party for any sales and use taxes pertaining to any Public Improvements that could have been avoided by use of the County’s status as a tax-exempt entity . In any event the parties and their respective service providers shall not defer the payment of any use taxes pertaining to the Public Improvements.

11. **Construction Easement(s).** SR Construction or Developer own property adjacent to the Property. The location of the necessary construction easements will be determined with the review and approval of the Construction Plans for the Project. SR Construction shall grant to or procure for the County and the County’s respective agents, employees, contractors, representatives, successors and assigns, temporary, non-exclusive access and construction

easement(s) in and to, over, upon, across and under that portion of its property necessary for the purposes of vehicular and pedestrian ingress, egress, and for the passage, storage and parking of construction and other vehicles necessary to the Project.

12. **General Provisions.**

a. **Representations.** SR Construction hereby represents and warrants to and for the benefit of the County as follows:

i. SR Construction is a Colorado limited liability company in good standing with the applicable laws of the State of Colorado and registered to do business in the State of Colorado.

ii. SR Construction has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by SR Construction with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which SR Construction is a Party or by which SR Construction is or may be bound. SR Construction has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

b. **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 Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To County: Douglas County Department of Public Works  
Engineering  
Attn: Public Works Engineering Director  
100 Third Street, Suite 250  
Castle Rock, CO 80104

To SR Construction: SR Construction, LLC  
8155 Piney River Avenue, Suite 200  
Littleton, Colorado 80125  
Attn: Brock Smethills  
Phone: (303) 736-6711  
E-mail: brocks@sterlingranchcolorado.com

With a required copy to:

SR Construction, LLC  
8155 Piney River Avenue, Suite 200  
Littleton, Colorado 80125  
E-mail: legalnotices@sterlingranchcolorado.com

and a required copy to:

Brownstein Hyatt Farber Schreck, LLP  
675 15th Street, Suite 2900  
Denver, Colorado 80202  
Attn: Bruce James and Abby Kirkbride  
Email: bjames@bhfs.com, akirkbride@bhfs.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, 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 or contact information.

c. **Assignment.** SR Construction may assign its rights and interests under this Agreement at any time and without the County's consent provided that (1) any assignment must be to a person or entity that the County reasonably believes is or was previously engaged, either alone or with others, in the business of developing or improving property within Project for use, sale, lease or other transfer to others (a "**Qualified Developer**"), and (2) the County receives a copy of such assignment within sixty (60) days of such assignment. If the County does not reasonably believe that the assignee is a Qualified Developer, the County shall provide SR Construction written notice of the same within thirty (30) days after receipt of the assignment. SR Construction shall have sixty (60) days after receipt of the County's written notice to provide the County with evidence reasonably satisfactory to the County that the assignee is a Qualified Developer, or provide the County with a written termination of the attempted assignment, in which case the purported assignment shall be deemed void and this Agreement shall remain in effect as it existed prior to the attempted assignment. Nothing herein shall be construed as restricting SR Construction's ability to pledge any monies owned under this Agreement to a third party without the County's consent. Written notice of such pledge must be provided to the County within sixty (60) days of such pledge. If the County does not receive a written copy of such pledge or assignment within the applicable timeframe set forth in this Section 12.c, then this Agreement and the intended pledge or assignment shall remain in effect, but the County shall not be liable for (and SR Construction hereby agrees to indemnify and hold the County harmless from) any claims or demands for payment from the pledgee or assignee arising from the County's payment of any Reimbursement Obligations that were actually made to SR Construction after the date of such pledge or assignment.

d. **Indemnification.** SR Construction shall indemnify and hold harmless the County and its respective officers, directors and employees, from and against claims, demands, losses, liabilities, actions, lawsuits, and expenses (including attorney fees) brought by any third party against the County related to the payment of any Reimbursement Obligations to SR Construction under this Agreement. The provisions of this Section shall survive termination of this Agreement.

e. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than

the County and SR Construction any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the County and SR Construction shall be for the sole and exclusive benefit of the County and SR Construction.

f. **Default/Remedies.** In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

g. **Default/Remedies.** Except for any specific remedies, cure rights, and any other provision expressly set forth in this Agreement, in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

h. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

i. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

j. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

l. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

m. **Amendment.** This Agreement may be amended from time to time by agreement between the parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the County or SR Construction unless the same is in writing and duly executed by the parties hereto.

**[signature pages follow]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**

By: \_\_\_\_\_  
Abe Laydon, Chair

**Attest:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy Clerk to the Board

**Approved as to Fiscal Content:**

\_\_\_\_\_  
Andrew Copland  
Director of Finance

**Approved as to Legal Form:**

\_\_\_\_\_  
Chris Pratt  
Sr. Assistant County Attorney

**Approved as to Content:**

\_\_\_\_\_  
Douglas J. Debord  
County Manager

**SR CONSTRUCTION:**

**SR Construction, LLC  
a Colorado Limited Liability Company**

By: Sterling Ranch, LLC,  
a Delaware limited liability company,  
its Manager

By: Sterling Ranch Development Company,  
a Colorado corporation,  
its Manager

By: \_\_\_\_\_  
Brock Smethills, President

## **EXHIBIT A**

### **Scope of Work**

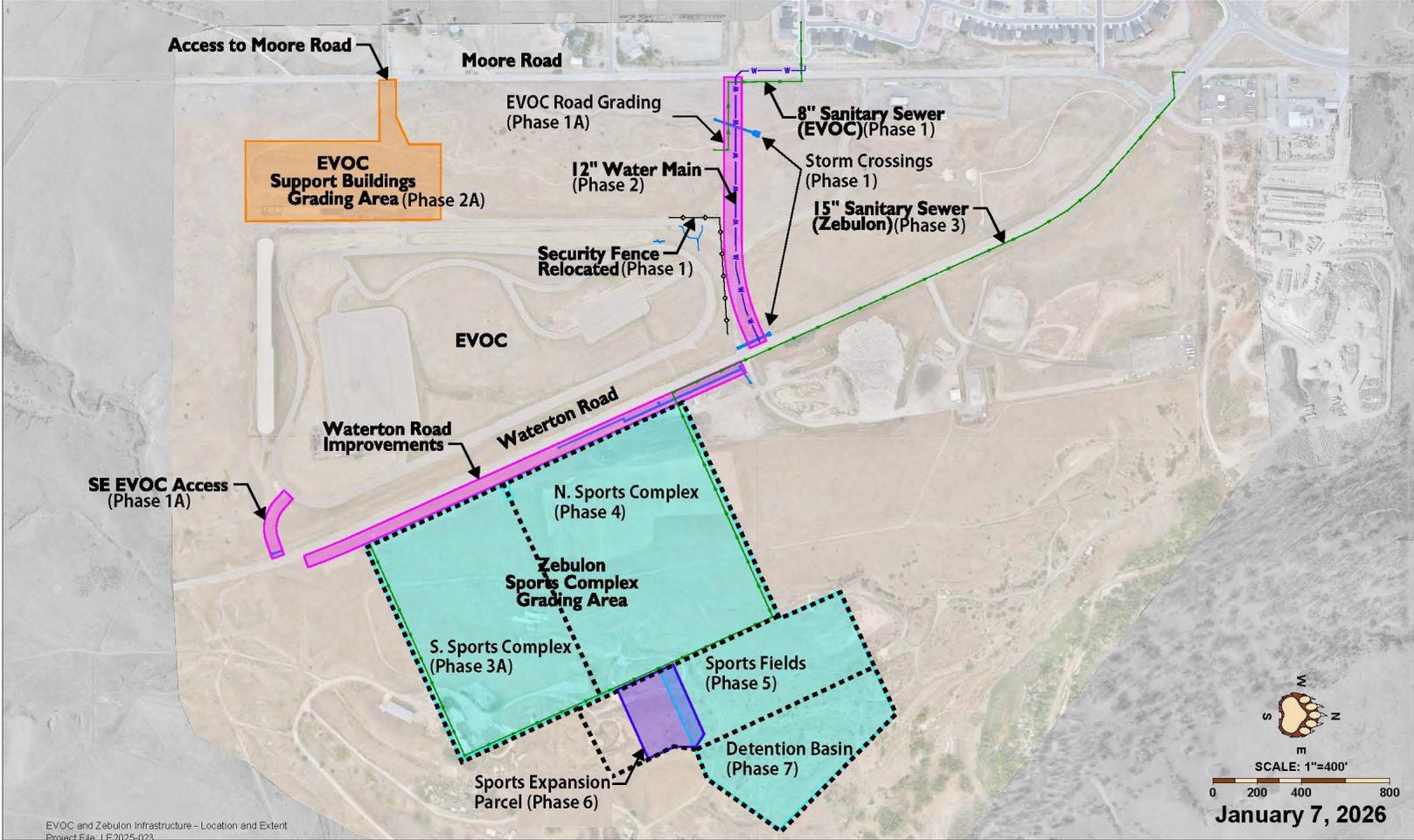
Construction plans as noted below:

- A. Zebulon Sports Complex GESC – Grading, Erosion, and Sediment Control Plan, by Kimley-Horn, dated February 20, 2026
- B. Zebulon Sports Complex – Phase 1 – Waterton and Sanitary Sewer Construction Documents – Dominion Water & Sanitation District, by Kimley-Horn, dated February 20, 2026
- C. Regional Joint Public Safety Training Complex Aviation Building – Grading, Erosion, and Sediment Control Plans, by Collins Engineering, dated December 24, 2025
  - a. Includes overlot grading only
- D. Design Surface – “WB\_VGX09\_ZEB.xml” including,
  - a. Sports Complex Grading Area
  - b. Sports Expansion Parcel Building Area

**EXHIBIT B**

**Construction Phasing Plan**

[see attached]



**EXHIBIT C**  
**Schedule of Values**

[see attached]

<b>Zebulon Phase 1 - SR to Construct</b>					
<b>AS OF:</b>		<b>03/05/26</b>			
<b>EVOC ROAD</b>					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
3005 Erosion Control					\$25,000
3010 Grading - Overlot					\$365,425
3030 Construction Water					\$11,713
2055 Surveying					\$11,713
2025 Geotechnical Testing					\$7,809
3100 Fencing					\$100,000
3020 Storm Sewer					\$415,248
3100 Contingency			10%		\$104,101
<b>EVOC ROAD GRADING TOTAL</b>					<b>\$1,041,008</b>
<b>EVOC SUPPORT BUILDING - GRADING</b>					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
3005 Erosion Control					\$25,000
3010 Grading - Overlot					\$390,800
3030 Construction Water					\$12,474
2055 Surveying					\$12,474
2025 Geotechnical Testing					\$8,316
3400 Contingency			10%		\$49,896
<b>EVOC SUPPORT BUILDING - GRADING &amp; UTILITIES TOTAL</b>					<b>\$498,960</b>
<b>SPORTS EXPANSION PARCEL - GRADING</b>					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
3005 Erosion Control					\$50,000
3010 Grading - Overlot					\$305,317
3030 Construction Water					\$10,660
2055 Surveying					\$10,660
2025 Geotechnical Testing					\$7,106
3400 Contingency			10%		\$42,638
<b>SPORTS EXPANSION PARCEL GRADING TOTAL</b>					<b>\$426,380</b>
<b>ZEBULON GRADING &amp; OFFSITE UTILITIES</b>					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	
3010 Demo Asphalt & Existing Structure					\$400,000
3005 Erosion Control					\$225,000
3010 Grading - Overlot					\$3,126,583
3008 Utilities - Mobilization & General Conditions					\$88,192
3040 Sanitary Sewer					\$1,754,993
3035 Water					\$942,495
3020 Storm Sewer					\$189,597
3030 Construction Water					\$201,806
2055 Surveying					\$201,806
2025 Geotechnical Testing					\$134,537
3400 Contingency			10%		\$807,223
<b>ZEBULON GRADING &amp; OFFSITE UTILITIES</b>					<b>\$8,072,232</b>
<b>GRAND TOTAL</b>					<b>\$10,038,580</b>
<i>Force Account - Minor Contract Revisions</i>			20%		\$2,007,716
					<b>\$12,046,296</b>