

**HANCE RANCH METROPOLITAN DISTRICT
RESOLUTION ADOPTING POLICY FOR
LANDSCAPE MAINTENANCE SERVICES AND TREE LAWN SERVICES**

WHEREAS, Hance Ranch Metropolitan District, in the City of Wheat Ridge, Jefferson County, State of Colorado (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the “**Public Improvements**”), as described in the Special District Act, and as authorized in the Service Plan for the District approved by the City Council for the City of Wheat Ridge on August 26, 2019 (the “**Service Plan**”); and

WHEREAS, the District was organized for the purpose of providing for the acquisition, financing, construction, and installation of the Public Improvements serving the property located within and without the District’s boundaries; and

WHEREAS, the District and Hance Ranch Station, LLC, a Colorado limited liability company (the “**Developer**”) are parties to that certain Access Easement and Maintenance Agreement dated August 26, 2020 and recorded October 20, 2020 at reception number 2020127209 in Jefferson County, Colorado (the “**Access Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Access Agreement; and

WHEREAS, pursuant to Section 3 of the Access Agreement, the District shall provide the following landscape maintenance services:

(i) The District shall mow and string trim turf areas on the Lots and control weeds on the turf areas and planting bed areas on the Lots. The District shall remove trash and debris from the turf areas on the Lots adjacent to sidewalks.

(ii) The District shall edge the turf areas on the Lots at curb lines and sidewalks.

(iii) The District shall perform aeration of the turf areas and apply fertilizer and weed control chemicals two times per year on the turf areas on the Lots. The District shall prune shrubs on the Lots, cut back ornamental grasses on the Lots, and cut back perennials on the Lots.

(iv) The District shall maintain, repair and replace the irrigation system on the Lots (collectively, the “**Current Landscape Services**”); and

WHEREAS, pursuant to the Access Agreement, the District has easement rights on, over, above, under, across and through each Lot to perform the Current Landscape Services; and

WHEREAS, the District now desires to provide additional landscape services to the Lots pursuant to the terms of this resolution; and

WHEREAS, pursuant to Section 3 of the Access Agreement, the District may, in its discretion cause additional, but not fewer, Services than those set forth in the Access Agreement; and

WHEREAS, pursuant to City of Arvada City Code Sec. 18-491 provides, “The occupant, or if none, the owner of any one- or two-family dwelling unit shall remove from sidewalks, snow, ice, or slush within 24 hours of the end of any snow fall or ice storm. For purposes of enforcement this section 302.3.3.1, "sidewalk" means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.”; and

WHEREAS, pursuant to City of Arvada City Code Sec. 94-68 provides, “It shall be the responsibility of present and future owner of property adjacent to all streets to provide for the maintenance of all facilities and landscape area from the property line out to the main traveled portion of the roadway. This shall include, but is not limited to, the curb, gutter, sidewalks and landscaping, except where the rear lot line of a residential property is adjacent to the street. This section shall be applicable to all property within the city.”; and

WHEREAS, the District now desires to provide additional services to the Lots including landscape maintenance and snow removal in compliance with City of Arvada Code Sec. 18-491 and Sec. 94-68 pursuant to the terms of this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this resolution.

2. Prior Access Agreement Effective. All other terms and provisions of the Access Agreement shall remain in full force and effect.

3. Additional Landscape Services. Commencing on the Turnover Date for a particular Lot, the District agrees to cause the following additional landscape services (the “**Additional Landscape Services**”) to be performed, subject to receipt of any taxes, fees and charges that may be imposed upon such Lot by the District in connection with the provision of such Additional Landscape Services.

a. Landscape Maintenance. The District shall maintain, repair, and replace landscape improvements, which may include, but are not limited to, plantings, trees, shrubs, grass, ground cover, irrigation lines and sprinkler systems and other landscape features, and including any such improvements that may be installed or constructed by a subsequent owner of the Lot(s).

4. Tree Lawn Services. Pursuant to City of Arvada Code Sec. 18-491 and Sec. 94-68, the Homeowner of each Lot is responsible for snow removal and maintenance of all facilities and landscape area from the property line out to the main traveled portion of the roadway (the “**Tree**

Lawn”). Pursuant to this resolution, the District hereby agrees to perform snow removal and maintain, repair and replace all facilities and landscape area located in the Tree Lawn (the “**Tree Lawn Services**”).

5. Termination of Additional Landscape Services and Tree Lawn Services. Notwithstanding the provisions of this resolution, each Homeowner has the right to elect to decline the Additional Landscape Services and the Tree Lawn Services by giving written notice of such election to the District Manager at any time at: Hance Ranch Metropolitan District, c/o Stillwater Community Management, 5690 Webster Street, Suite 100, Arvada, Colorado, 80002 or scott.bristol@scmcolorado.com. Upon receipt of written notice, the District shall stop providing the Additional Landscape Services or the Tree Lawn Services as applicable.


6. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of all financial obligations of the District under this resolution are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this resolution constitutes a pledge of the District’s credit or faith, directly or indirectly, to the Developer. No provision of this resolution shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this resolution shall be construed to pledge or create a lien on any class or source of District funds.

[Signature Page Follows]

ADOPTED this 19th day of October, 2022.

DISTRICT:

HANCE RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
Matt Cavanaugh (Oct 22, 2022 07:43 MDT)
Officer of the District

Attest:

By: 
Guillaume Pouchot (Oct 24, 2022 12:22 MDT)
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON


Megan G. Murphy
General Counsel to the District