

**ACCESS EASEMENT
AND MAINTENANCE AGREEMENT**

This **ACCESS EASEMENT AND MAINTENANCE AGREEMENT** (“**Agreement**”) is made and entered into as of the 26th day of August, 2020, by and between **HANCE RANCH STATION, LLC**, a Colorado limited liability company, whose address is 5740 Olde Wadsworth, Arvada, Colorado 80002 (the “**Developer**”), and **HANCE RANCH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2154 East Commons Ave., Suite 2000, Centennial, CO 80122 (the “**District**”).

RECITALS

WHEREAS, the District has been duly and validly organized as a quasi-municipal corporation and political subdivision of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the “**Special District Act**”), with the power to provide certain public infrastructure, improvements, facilities and services as described in the Special District Act, and as authorized in the Service Plan for Hance Ranch Metropolitan District (the “**Service Plan**”);

WHEREAS, pursuant to § 32-1-1001(1)(d)(1), C.R.S., the District has the power to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, pursuant to § 32-1-1001(1)(f), C.R.S., the District has the power to acquire, dispose of, and encumber real and personal property including, without limitation, rights and interests in property, leases, and easements necessary to the functions or the operation of the District;

WHEREAS, pursuant to § 32-1-1001(1)(j)(1), C.R.S., the District has the power to impose fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District;

WHEREAS, the Developer owns that certain real property located in the boundaries of the District in the City of Wheat Ridge, Jefferson County, Colorado as more particularly described as:

- Lots 1-17, Block 1
- Lots 1-12, Block 2
- Lots 1-12, Block 3
- Lots 1-11, Block 4
- Lots 1-11, Block 5

Hance’s Subdivision Replat No. 2 recorded at Reception No. 2018087433 (each, a “**Lot**” and collectively, the “**Lots**”);

WHEREAS, the Developer has or will construct a residential dwelling unit (each a “**Unit**” and collectively the “**Units**”) on each Lot;

WHEREAS, the Developer has constructed or installed or will construct or install on, under, over and through the Easement Area (as defined below) certain improvements including: (1) 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) (the “**Landscape Improvements**”); and (2) storm water drainage improvements, including mainline and drains (the “**Storm Drain Improvements**” and together with the Landscape Improvements, the “**Improvements**”); and

WHEREAS, the Developer desires to grant to the District a non-exclusive, perpetual easement for the purpose of accessing the Easement Area (as defined below) to provide the Services (as described below) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the Parties hereby agree as follows:

COVENANTS AND AGREEMENT

1. Easements.

a. Grant of Easement to the District. The Developer hereby grants, sells, bargains and conveys to the District, its successors, assigns, agents, employees, contractors, and licensees, a non-exclusive, perpetual easement, together with all rights and privileges as or incidental to the District’s full use and enjoyment of its easement rights, on, over, above, under, across, and through each Lot, but exclusive of any residential dwelling constructed on each Lot (the “**Easement Area**”) for the purpose of providing the Services. Notwithstanding anything herein to the contrary, the District acknowledges and agrees that nothing in this Agreement grants the District any right to enter into or upon a residential dwelling, or any patio or porch attached thereto located on any Lot. The District, at its sole cost and expense, shall promptly repair any damages to the Lot or the Improvements on the Lot caused by the District or its agents, employees, contractors, or licensees.

b. Non-Exclusive; Reservation of Rights. The Easement granted herein is non-exclusive and subject to all former grants, easements, and title burdens of record, including, without limitation, the reservation of any access and utility easements as shown on the Hance’s Subdivision Replat No. 2, recorded in the official records of Jefferson County, State of Colorado, on September 24, 2018, at Reception No. 2018087433 (the “**Plat**”). The Developer hereby reserves the right, as owner of the Easement Area, to create and grant other easements, rights and privileges on, over, under, across and through the Easement Area and the Developer retains the right to use and occupy all or any portion of the Easement Area; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted to the District in this Agreement.

2. Turnover Date. The Developer shall, at its sole cost and expense, construct, install and maintain the Improvements on each Lot until the earlier of (a) such time as the Lot is conveyed by the Developer to a third-party homebuyer (the “**Homeowner**”) or (b) the issuance of a certificate of occupancy to the owner of a Lot (the “**Turnover Date**”). Commencing on the Turnover Date, the District shall be authorized to begin accessing and maintaining the

Improvements pursuant to the terms of this Agreement. Notwithstanding the foregoing, acceptance of the Improvements for maintenance by the District shall be subject to any policies, procedures, and resolutions of the District to be adopted from time to time.

3. District Services. Commencing on the Turnover Date for a particular Lot, the District shall cause the following services (the “**Services**”) to be performed, subject to taxes, fee and charges that may be imposed upon such Lot by the District in connection with the provision of such Services, and may, in its discretion cause additional, but not fewer, Services than those set forth in this Agreement.

a. Landscape Maintenance.

- 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 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.

b. Alleyways. In the event of snow accumulations of two (2) inches or more in the alleyways located on Tract A of the Plat, after a storm event, the District shall remove the snow from the alleyways. The District shall maintain, repair, and replace the concrete in the alleyways.

c. Common Area Sidewalk. Lots 6-7, Block 2; Lots 6-7, Block 3; Lots 6-7, Block 4; and Lots 6-7, Block 5 of the Plat are subject to an existing Private Open Space, Pedestrian, Access, Drainage, and Utility Easement. The Developer intends to construct a sidewalk on each of these lots in the area reserved as an easement on the Plat (the “**Common Area Sidewalk**”). The District shall be responsible for the maintenance, repair, and replacement of the Common Area Sidewalk. In the event of snow accumulations of two (2) inches or more on the Common Area Sidewalk after a storm event, the District shall remove the snow from the Common Area Sidewalk.

d. Storm Drain Improvements. The District shall maintain, repair, and replace all Storm Drain Improvements. The District may need to access individual Lots to inspect, maintain, repair, and replace Storm Drain Improvements.

e. Fences. The District shall maintain, repair and replace the fences adjacent to Tract C and Tract D of the Plat.

4. Homeowner Obligations.

a. No Alternations to the Improvements. The Homeowner shall not be responsible for maintaining or repairing the Improvements. Notwithstanding the foregoing, the Homeowner shall be responsible for replacing plants located on the Lot. Following the Turnover Date, the Homeowner shall not make any alternations to the Improvements on its Lot without the District's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Homeowner shall not damage, impede, or tamper with the Improvements. The Homeowner shall not dispose of anything in the Storm Drain Improvements. The Storm Drain Improvements are designed for water only.

b. Payment for the Services. From and after the Turnover Date, the legal owner of a Lot shall be responsible for the payment of any and all taxes, fees and charges imposed by the District for the Services, which taxes, fees and charges may be increased by the District from time to time, at its discretion. Such taxes, fees and charges may be imposed by the District upon each Lot, commencing from and after the Turnover Date, and shall be invoiced by the District, and due and payable thereafter by each legal owner of a Lot, on a quarterly or more frequent basis with such fees and charges based upon an annual schedule of fees and charges adopted by the District.

c. Liens. Any fee or charge imposed by the District upon the legal owner of a Lot for the provision of the Services on such Lot shall, until paid, constitute a perpetual lien on and against such Lot, and any such lien may be foreclosed in the manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S. Any such liens of the District imposed and attaching to a Lot hereunder shall be in a senior position as against all other liens of record affecting such Lot so served or benefited, or to be served or benefited by the Improvements, and shall run with the land and remain in effect as to any portion of such Lot as to which the appropriate fee has not been paid, except as specifically provided for by state or federal law. All such liens contemplated herein may be foreclosed in any manner authorized by law and pursuant to the policies and procedures of the District, at such time as the District may determine that fees or charges imposed for the Services have not been timely paid.

5. 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 Agreement are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement constitutes a pledge of the District's credit or faith, directly or indirectly, to the Developer. No provision of this Agreement 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 Agreement shall be construed to pledge or create a lien on any class or source of District funds.

6. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

7. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement Area.

8. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

9. Attorney's Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration or the termination of the Agreement.

10. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to §§ 24-10-101, *et seq.*, C.R.S. (the "**Governmental Immunity Act**").

11. Binding Agreement. Each and every one of the benefits and burdens hereunder shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.

12. Assignment. The District's rights and obligations hereunder may not be transferred or assigned except to: (i) another governmental entity, including but not limited to another metropolitan district lawfully formed and existing under the laws of the State of Colorado, and then only upon such assignee agreeing to become obligated to all of the District's rights and obligations hereunder; or (ii) a homeowner's organization organized in accordance with the laws of the State of Colorado governing all of the Lots in the Easement Area.

13. Governing Law. The terms, covenants, and provisions of this Agreement shall be governed by and construed under the applicable laws of the State of Colorado. Venue shall be proper in Jefferson County, Colorado.

14. Modification. This Agreement cannot be modified, except in a writing signed by the parties hereto, their successors or assigns, as applicable.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. No Waiver. The delay or failure by a party hereto at any time to require the other party to perform or comply with any term or provision of this Agreement, or the delay or failure by a party hereto at any time in exercising any right, option or remedy which such party has under this Agreement, shall not be construed as a waiver of any such performance, compliance, right, option or remedy. No waiver by a party hereto of any of the terms or provisions of this Agreement shall be valid and enforceable as against such party unless such waiver is in writing and signed by such party, and any such written waiver shall be valid and enforceable only to the extent and with respect to the circumstances specifically stated therein. The waiver by a party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of such term or provision, or a waiver of the term or provision itself.

17. Time is of the Essence. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement.

18. Construction. The use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural, whenever the context so requires. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

20. Authority of Signatories. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement on behalf of the Developer and the District, respectively.

21. Recitals. The recitals set forth at the start of this Agreement are incorporated herein by this reference as if restated herein in full.

22. Recording. Upon the execution of this Agreement, this Agreement shall be recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado.

[Signature Page Follows.]

IN WITNESS WHEREOF, Developer and the District have executed this Agreement as of the date first set forth above.

DEVELOPER:

HANCE RANCH STATION, LLC, a Colorado limited liability company

By: [Signature]

Name: Guillaume Pouchot

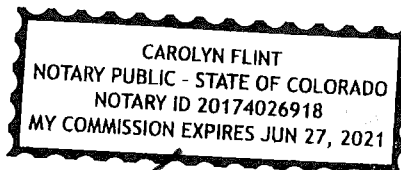
Title: Manager

STATE OF COLORADO)
) ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 20th day of October, 2020, by Guillaume Pouchot as Manager of Hance Ranch Station, LLC.

WITNESS my hand and official seal.

My Commission Expires: 6/27/21



[Signature]
Notary Public

DISTRICT:

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

By: 

Officer of the District

Attest:

By: 