

**After recordation return to:**

Dianne Miller  
Miller Law pllc  
1555 California St No 505  
Denver CO 80202

**MAINTENANCE AGREEMENT AND EASEMENT FOR LANDSCAPING**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Boyd lake Holdings, LLC, a Colorado limited liability company, whose principal address is 212 E. 4<sup>th</sup> Street, Loveland CO 80537 (the "Grantor"), hereby grants, bargains, sells and conveys to the **LAKEVIEW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 7995 E Prentice Avenue, Suite 103E, Greenwood Village CO 80111 (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain landscaping improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across a certain parcel of real property located in Douglas County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. Other than the Improvements, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises in such manner as to interfere with the functionality or maintenance of the Improvements,, except with the prior written consent of the District which consent shall not be unreasonably withheld. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District. Notwithstanding anything to the contrary in this Easement, the District hereby consents to the use of the Premises for ingress and egress purposes by the Grantor, its heirs, successors and/or assigns.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the surface of the Premises to the condition existing immediately prior to the date of this Easement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and/or remove the Improvements, and to remove objects interfering therewith, including, but not limited to, those items placed on the Premises under paragraph 2 hereof. The District shall have the obligation to restore the Premises to its prior condition after such entry and shall be responsible for all costs associated with its entry on the Premises and the restoration thereof. In addition, the District shall have the right, subject to the Grantor's prior approval and upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. The District shall have the right or authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including, but not limited to, all rights to use and all obligations associated with, the Easement as are granted to and assumed by the District herein. The District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein be abandoned by the District and any permitted assignee under paragraph 6 hereof, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns. The District agrees to cooperate with Grantor to execute a quitclaim deed or any other documentation necessary to evidence the termination of this Easement within ten (10) days after a request therefore.

8. The District acknowledges that the easement herein is granted without any warranty or representation whatsoever, express or implied, on the part of Grantor, and the District accepts the same AS IS, WITH ALL FAULTS.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

12. The District shall not cause or permit its entry upon or its operation on the Premises to cause any environmental contamination of the Premises or any adjacent property or any damage to any person or property. The District shall forthwith repair any damage to property, remediate any contamination, and shall defend, indemnify and hold Grantor, its successors and assigns, harmless against any injury to person or damage to property or contamination arising from the District's exercise of its rights under this Agreement.

13. The District shall not cause or permit any person dealing with, through or under the District to subject the Premises or any portion thereof or any adjacent property of Grantor to mechanic's liens, materialmen's liens or any other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the entry upon the Premises or any property in the vicinity of the Premises by, for or under the District, or any other lien or encumbrance whatsoever arising out of the District's use of or operation on the Premises. In the event any such liens or statements of lien or claims of lien arise, the District shall cause the same to be removed and released not later than ten (10) days after notice thereof.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement and Easement for Landscaping this 26 day of June 2023.

GRANTOR: Boyd Lake Holdings, LLC

Jeffrey C. Brines

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

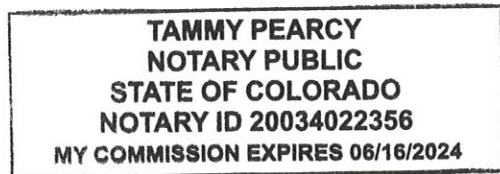
The foregoing Maintenance Agreement and Easement for Drainage Tract was acknowledged before me this 26 day of June 2023, by Jeffrey C. Brines as President of Boyd Lake Holdings, LLC.

[SEAL]

Tammy Percy  
Notary Public

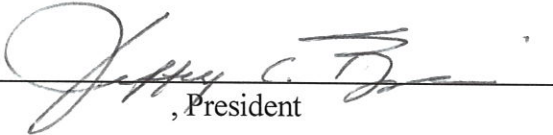
My Commission Expires:

June 16, 2024

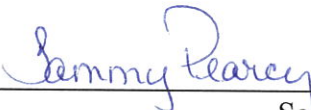


GRANTEE:

**LAKEVIEW METROPOLITAN DISTRICT**, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

  
\_\_\_\_\_  
, President

ATTEST:

  
\_\_\_\_\_  
, Secretary

**EXHIBIT A**  
The Premises