

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

(Landscape and Hardscape Improvements - Brighton Crossing Filing No. 2, 5th Amendment &
Brighton Crossing Filing No. 2, 10th Amendment)

This ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 10th day of September, 2019, by and between BROOKFIELD RESIDENTIAL (COLORADO) LLC, a Nevada limited liability company (the “**Grantor**”) and the BRIGHTON CROSSINGS OPERATIONS BOARD, a contractual authority and political subdivision of the State of Colorado, (the “**Authority**”).

RECITALS

A. Grantor owns that certain real property located in the Adams County, Colorado as more particularly described as:

Lots 2 through 8, Block 1
Lots 2 through 8, Block 2
Lots 1 through 21 and 23 through 36, Block 3
Lots 2 through 8, Block 4
Lots 1 through 15, Block 5
Lots 1 through 22, Block 6
Lots 1 through 17, Block 7
Lots 1 through 15, Block 8
Lots 1 through 17 and 19 through 24, Block 9
Lots 1 through 6, 8 through 11, 14 through 29, and 32 through 36, Block 10
Brighton Crossing – Filing No. 2, 5th Amendment
Adams County, Colorado
Recorded May 15, 2018 at Reception No. 2018000039339

AND

Lots 1 and 9, Block 1
Lot 1, Block 2
Lot 22, Block 3
Lot 1, Block 4
Lot 18, Block 9
Lots 7, 12, 13, 30 and 31, Block 10
Brighton Crossing – Filing No. 2, 10th Amendment
Adams County, Colorado
Recorded July 23, 2019 at Reception No. 2019000057991

(each a “**Lot**” and collectively, the “**Lots**”)

B. Grantor has constructed or installed or will construct or install on, under, over and through the Easement Area (as defined below) on the Lots certain improvements within the Easement Area on the Lots, including: (1) landscape improvements, which may include, but are not limited to, plantings, trees, shrubs, sod, ground cover, irrigation lines and sprinkler systems and other landscape features, including any such improvements installed in the tree lawn area between the adjacent right-of-way and the Common Sidewalk Improvements, as defined herein, and including any such improvements that may be installed or constructed by a subsequent owner of the Lot(s) (the "**Landscape Improvements**"); and (2) sidewalks extending from the Common Sidewalk Improvements, onto and across the front porch, to the front entrance of the residence constructed on the Lot (the "**Lot Sidewalk Improvements**"), as shown on the Ownership & Maintenance Responsibility Maps attached hereto as **Exhibit A**.

C. Grantor has or will construct or install on, under, over and through the Easement Area relative to all Lots, concrete sidewalks parallel to or within adjacent rights-of-way and running between the Lots benefitting the Easement Area on all Lots (the "**Common Sidewalk Improvements**") and together with the Landscape Improvements, the Lot Sidewalk Improvements, and the Common Sidewalk Improvements, the "**Improvements**"), as shown on the Ownership & Maintenance Responsibility Maps attached hereto as Exhibit A.

D. Grantor desires to grant to the Authority a non-exclusive, perpetual easement for the purpose of accessing the Easement Area (as defined in Section 1 below) to provide the Services (as described in Section 3 below), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Authority covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, sells, bargains and conveys to the Authority, its successors and assigns, agents, employees, contractors, and licensees, a permanent, perpetual, non-exclusive easement, together with all rights and privileges as or incidental to the Authority'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 Authority acknowledges and agrees that nothing in this Agreement grants to the Authority any right to enter into or upon a residential dwelling, or any patio or porch attached thereto located on any Lot, except as is necessary to provide the Services (as described in Section 3 below). The Authority, at its sole cost and expense, shall promptly repair any damages to the Lot or the Improvements on the Lot caused by the Authority or its agents, employees, contractors, or licensees.

2. Turnover Date. Grantor shall, at its sole cost and expense, construct, install and maintain the Improvements on each Lot until the earlier of (i) such time as a Lot is conveyed by the Grantor to a third-party homebuyer (a "**Homeowner**") or (ii) the issuance of a certificate of

occupancy to the owner of a Lot (the “**Turnover Date**”). Commencing at the Turnover Date, the Authority shall be authorized to begin accessing and maintaining the Improvements, as provided in Section 3 below. Subsequent to the Turnover Date for any particular Lot, the Grantor shall have no obligation to operate, maintain, repair or replace the Improvements located within the Easement Area on such Lot.

3. Authority Services. Commencing on the Turnover Date for a particular Lot, the Authority shall perform the following services (the “**Services**”), subject to taxes, fees and charges that may be imposed upon such Lots by the Authority in connection with the provision of such Services.

A. Landscape Maintenance.

(I) Weekly Services: Once a week, from approximately May to October, depending on the growing season, the Authority shall (i) mow the grass, perform string trimming within the grass and remove trash and debris from the grass areas within the areas listed in the Legend shown on Exhibit A attached hereto as #5 and #16 “Landscape”; and (ii) blow/remove debris generated due to the Services described in this section from the Lot Sidewalk Improvements and Common Sidewalk Improvements.

(II) Monthly Services. Once a month, from approximately May to October, depending on the growing season, the Authority shall edge the grass at curb lines and sidewalks within the areas listed in the Legend and shown on Exhibit A as #5 and #16 “Landscape”.

(III) Annual Services. The Authority shall perform aeration of the grass in the spring, remove leaves accumulated on the grass areas in the fall, and apply fertilizer and weed control two times per year on the grass in the areas listed in the Legend and shown on Exhibit A as #5 and #16 “Landscape”.

B. Snow Removal.

(I) Duplex Lots. “**Duplex Lots**” means the properties more specifically described as Lots 1 through 15, Block 8; Lots 1 through 17 and 19 through 24, Block 9; Lots 1 through 6, 8 through 11, 14 through 29, and 32 through 36, Block 10, Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339; and Lot 18, Block 9; Lots 7, 12, 13, 30 and 31, Block 10, Brighton Crossing – Filing No. 2, 10th Amendment, Adams County, Colorado, recorded July 23, 2019 at Reception No. 2019000057991. For Duplex Lots, in the event of snow accumulations of two (2) inches or more on the Lot Sidewalk Improvements after a storm event, the Authority shall remove the Snow from the Lot Sidewalk Improvements (listed in the Legend and shown on Exhibit A as #14 “Sidewalks, Patios, & Driveways”) and the Common Sidewalk Improvements (listed in the Legend and shown on Exhibit A as #11 “Sidewalks, Patios, & Driveways”). The Authority shall not provide snow removal services on any other portion of the Duplex Lots.

(II) Single Family Detached Lots. “**Single Family Detached Lots**” means the properties more specifically described as Lots 2 through 8, Block 1; Lots 2 through 8, Block 2; Lots 1 through 21 and 23 through 36, Block 3; Lots 2 through 8, Block 4; Lots 1 through 15, Block 5; Lots 1 through 22, Block 6; Lots 1 through 17, Block 7 Brighton Crossing – Filing No. 2, 5th Amendment, Adams County, Colorado, recorded May 15, 2018 at Reception No. 2018000039339; and Lots 1 and 9, Block 1; Lot 1, Block 2; Lot 22, Block 3; and Lot 1, Block 4, Brighton Crossing – Filing No. 2, 10th Amendment, Adams County, Colorado, recorded July 23, 2019 at Reception No. 2019000057991. For Single Family Detached Lots, in the event of snow accumulations of two (2) inches or more on the Lot Sidewalk Improvements after a storm event, the Authority shall remove the snow from the Lot Sidewalk Improvements and the driveway on the Single Family Detached Lot (both listed in the Legend and shown on Exhibit A as #14 “Sidewalks, Patios, & Driveways”) and the Common Sidewalk Improvements (listed in the Legend and shown on Exhibit A as #11 “Sidewalks, Patios, & Driveways”). The Authority shall not provide snow removal services on any other portion of the Single Family Detached Lots. If there are any vehicles parked in the driveway or any other obstructions within the driveway, the Authority shall not be required to remove snow from the driveway.

4. Homeowner Obligations.

A. Maintenance, Repair and Replacement of the Improvements. Except for the Services provided by the Authority, each Homeowner shall, at its cost, maintain, repair and replace the Landscape Improvements on its Lot so that the Landscape Improvements are in a good and healthy condition, including, without limitation, maintenance, repair and replacement of irrigation systems (including winterizing of the irrigation system), landscaped beds, shrubs, bushes and trees on the Lot. The Homeowner shall water the grass on the Lot so that the grass remains in good and healthy condition. The Homeowner shall, at its expense, maintain, repair and/or replace the Lot Sidewalk Improvements so that the Lot Sidewalk Improvements are in a good and safe condition. Following the Turnover Date, the Homeowner shall not make any alterations to the grass on its Lot in the area listed in the Legend and shown on Exhibit A as #5 and #16 “Landscape” or to the Lot Sidewalk Improvements without the Authority’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Payment for the Services. From and after the Turnover Date relative to any particular Lot, the owner of such Lot shall be responsible for payment of any and all taxes, fees and charges imposed by the Authority for the Services, which taxes, fees and charges may be increased by the Authority from time to time. Such fees and charges may be imposed by the Authority upon each Lot, commencing from and after the Turnover Date, and shall be invoiced by the Authority, and due and payable thereafter by each such Homeowner, on a quarterly or more frequent basis with such fees and charges based upon an annual schedule of fees and charges adopted by the Authority. Any fee or charge imposed by the Authority on a Homeowner for the provision of the Services on such Homeowner’s 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 Authority 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 Authority, at such time as the Authority may determine that fees or charges imposed for the Services have not been timely paid.

5. Subject to Annual Appropriation and Budget. The Authority 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 Authority 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 Authority's credit or faith, directly or indirectly, to the Grantor. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority 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 Authority funds.

6. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, successors and assigns.

7. 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.

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

9. 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 Property.

10. Attorneys' 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 10 shall survive the expiration or the termination of the Agreement.

11. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

12. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations or previous

understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

13. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors or agents, and in particular, the Authority's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

14. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the Authority Court in and for Adams County. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. Recording. This Agreement shall be recorded in the real property records of Adams County, Colorado.

17. Grantor Authority. Grantor covenants and agrees with the Authority that the Grantor has full power and lawful authority to grant, bargain, declare and convey the easement granted herein to the Authority. The Grantor further promises and agrees to warrant and forever defend the Authority in the exercise of the Authority's rights hereunder against any defect in the Grantor's title to the Easement Area and the Grantor's right to make the grant described herein, except matters of record.

18. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, included the rules of evidence applicable to court proceedings.

[Signature page follows]

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

**BROOKFIELD RESIDENTIAL (COLORADO),
LLC**, a Nevada limited liability company

By: *S. Robbins*
Name: *Shannon Robbins*
Its: *Vice President*

STATE OF COLORADO)
) ss.
COUNTY OF *ARAPAHOE*)

The foregoing instrument was acknowledged before me this *14th* day of *OCTOBER* 2019, by *SHANNON ROBBINS*, as *VICE-PRESIDENT* of Brookfield Residential (Colorado), LLC, a Nevada limited liability company.

Witness my hand and official seal.

My commission expires: *2/6/2023*

Lorrie Ann McNamee
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994033012
MY COMMISSION EXPIRES 02/05/2023

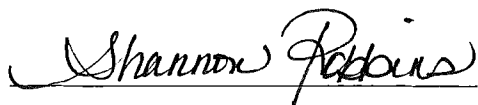
Lorrie Ann McNamee
Notary Public

[Signature Page to Access and Maintenance Easement Agreement]

BRIGHTON CROSSINGS OPERATIONS BOARD, a contractual authority and political subdivision of the State of Colorado

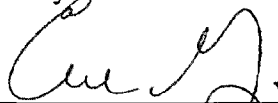
By: 
Officer

Attest:


Shannon Robbins

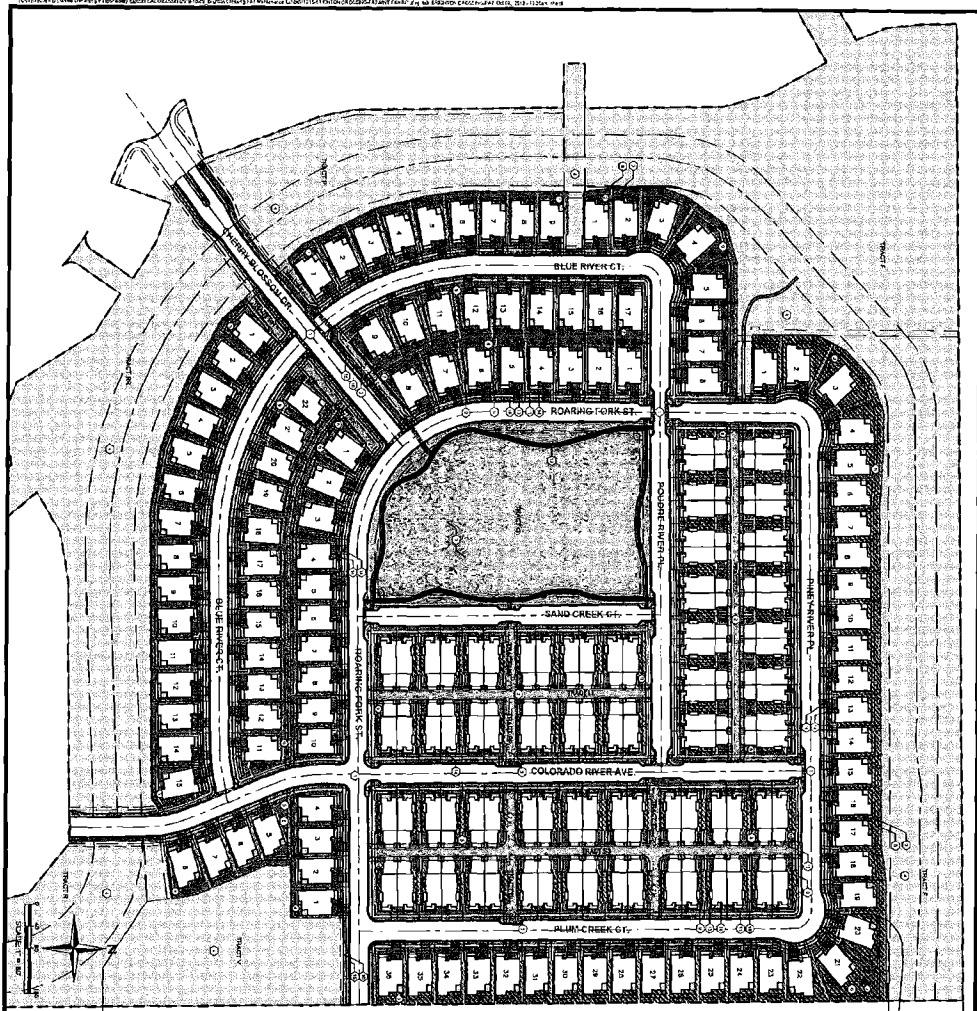
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law


General Counsel to the Authority

[Signature Page to Access and Maintenance Easement Agreement]

EXHIBIT A



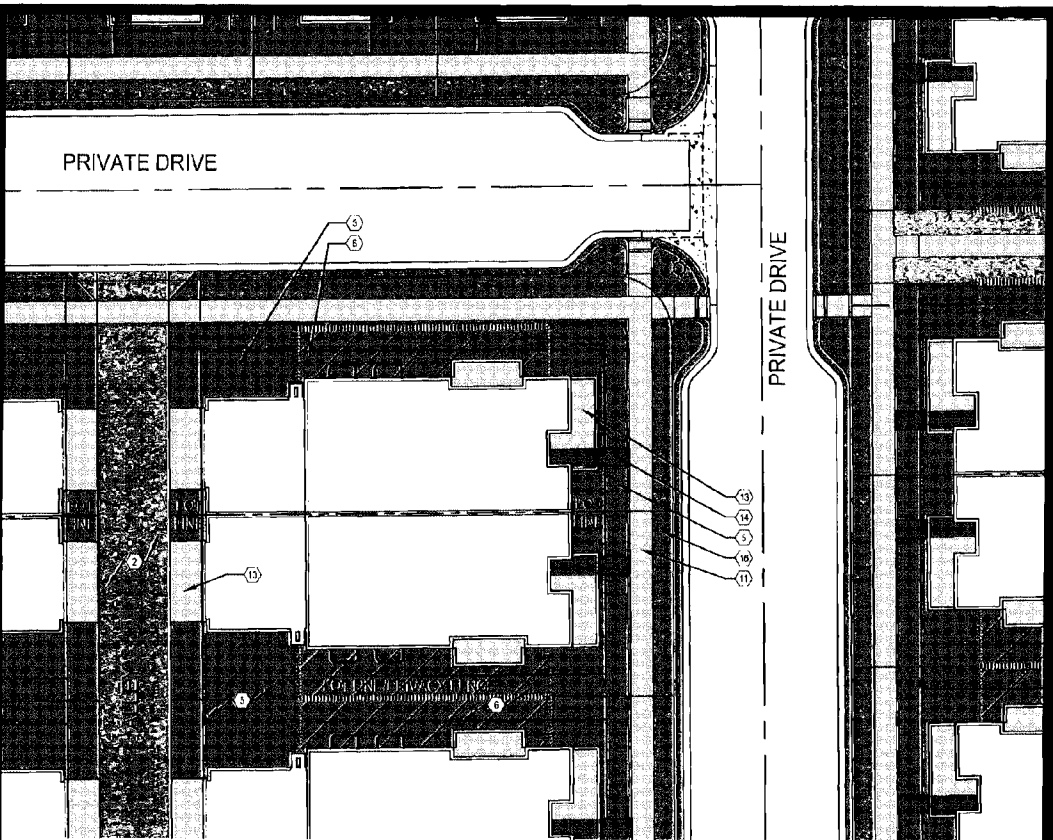
LEGEND			
Streets & Alleys			
1	Ownership	Installed By	Maintained By
1	City	Developer	City
2	Homeowner	Developer	Homeowner
Landscapes			
3	Ownership	Installed By	Maintained By
3	Homeowner	Developer	Homeowner
4	Homeowner	Builder	Homeowner
5	Homeowner	Homeowner	Homeowner
6	Homeowner	Developer	Homeowner
Impervious			
*Authority maintenance to be limited to lawn mowing, edging, aeration & fertilization			
7	Ownership	Installed By	Maintained By
7	City	Developer	City
8	Homeowner	Builder	Homeowner
9	Homeowner	Homeowner	Homeowner
Signetics, Signs, & Banners			
10	Ownership	Installed By	Maintained By
10	City	Developer	City
11	Homeowner	Builder	Homeowner
12	Homeowner	Developer	Homeowner
13	Homeowner	Builder	Homeowner
Signetics			
14	Ownership	Installed By	Maintained By
14	Homeowner	Developer	Homeowner
15	Homeowner	Builder	Homeowner
16	Homeowner	Homeowner	Homeowner
17	Homeowner	Developer	Homeowner
Other			
18	Ownership	Installed By	Maintained By
18	Homeowner	Developer	Homeowner
19	Homeowner	Builder	Homeowner



BRIGHTON CROSSING - PA 7
OWNERSHIP & MAINTENANCE
RESPONSIBILITY

1 OF 1

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LEGEND

Streets & Alleys				
	Ownership	Installed By	Maintained By	Snow Removal
1	City	Developer	City	City
2	Authority	Developer	Authority	Authority

Landscape		
	Ownership	Maintained By
7	Homeowner	Authority*
8	Homeowner	Homeowner
9	Homeowner	Builder

*Authority maintenance to be limited to lawn mowing, edging, aeration & fertilization

Irrigation		
	Ownership	Maintained By
10	Homeowner	Homeowner
11	Homeowner	Builder

Sidewalks, Patios, & Driveways				
	Ownership	Installed By	Maintained By	Snow Removal
12	Homeowner	Builder	Homeowner	Authority
13	Homeowner	Builder	Homeowner	Homeowner
14	Homeowner	Builder	Homeowner	Authority

Fence		
	Ownership	Maintained By
15	Homeowner	Homeowner

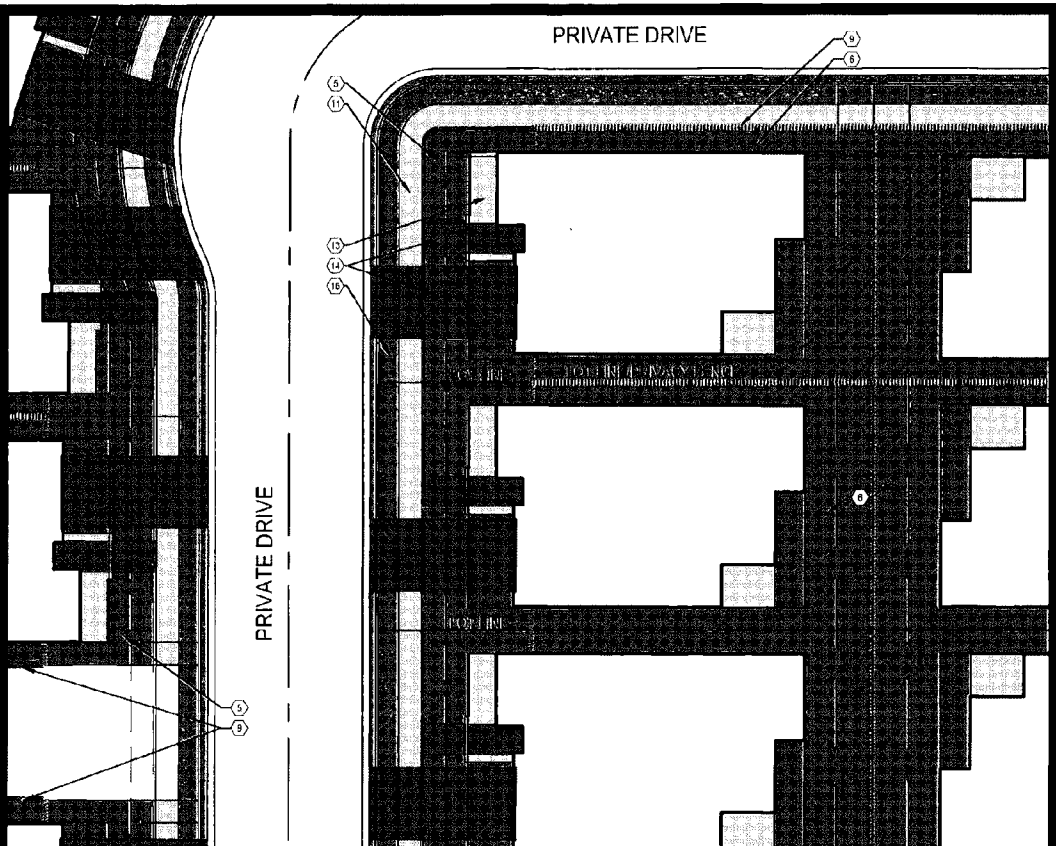
**BRIGHTON CROSSING - PA 7
 TYPICAL LOT - DUPLEX UNIT**

**OWNERSHIP & MAINTENANCE
 RESPONSIBILITY**

BRIGHTON COLORADO

DATE	10-09-2019
PROJ. NO.	11015
SHEET	1 of 1

19201818036 - Brookfield Ownership Responsibility Exhibits CADDP Exhibits 2018-10-09 Brighton Crossing PA7 Maintenance Exhibit 11015 Brighton Crossing PA7-MNT Exhibit.dwg Lab: BRIGHTON_CROS



LEGEND

Streets & Alleys	Ownership	Installed By	Maintained By	Snow Removal
1	City	Developer	City	City

Landscape	Ownership	Installed By	Maintained By
[Pattern]	Homeowner	Builder/ Homeowner	Authority*
[Pattern]	Homeowner	Homeowner	Homeowner
[Pattern]	Homeowner	Builder	Authority*

*Authority maintenance to be limited to lawn mowing, edging, aeration & fertilization

Irrigation	Ownership	Installed By	Maintained By
[Pattern]	Homeowner	Builder/ Homeowner	Homeowner
[Pattern]	Homeowner	Builder	Homeowner

Sidewalks, Patios, & Driveways	Ownership	Installed By	Maintained By	Snow Removal
11	Homeowner	Builder	Homeowner	Authority
13	Homeowner	Builder	Homeowner	Homeowner
[Pattern]	Homeowner	Builder	Homeowner	Authority

Fence	Ownership	Installed By	Maintained By
[Pattern]	Authority	Developer	Homeowner
[Pattern]	Homeowner	Builder/ Homeowner	Homeowner



**BRIGHTON CROSSING - PA 7
 TYPICAL LOT - DETACHED UNIT**

**OWNERSHIP & MAINTENANCE
 RESPONSIBILITY**

BRIGHTON

COLORADO

DATE 10-09-2019

PROJ. NO. 11015

SHEET

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