

## REVOCABLE LICENSE AGREEMENT

### (Range View Subdivision Non-Potable Irrigation System Crossings within Town Right-of-Way)

1. **PARTIES.** The parties to this Revocable License Agreement (the “**Agreement**”) are **Range View Estates LLC**, a Colorado limited liability company (the “**Developer**”), the **Town of Mead**, a Colorado municipal corporation (the “**Town**”), and the **Range View Estates Metropolitan District**, a quasi-municipal corporation of the State of Colorado (the “**District**”). The Developer, the Town, and the District are singularly referred to as a “**Party**” and jointly referred to in this Agreement as the “**Parties.**” The District and Developer may jointly be referred to in this Agreement as the “**Licensee.**” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“**Effective Date**”).
2. **RECITALS.** The Developer owns certain property known as Range View Estates, as more particularly identified in the Range View Estates Amended Plat #1, recorded with the Weld County Clerk and Recorder on April 2, 2021, at Reception No. 4700508 (“**Plat**”). The Plat provides certain irrigation easements to Developer and its assigns, and Developer will construct and install a non-potable irrigation system to serve Range View Estates, as generally shown and depicted on **Exhibit A**, attached hereto and incorporated herein (“**Irrigation System**”). Upon completion of the installation of the Irrigation System by Developer, the District is anticipated to be the entity to maintain the Irrigation System, upon acceptance of the Irrigation System. Portions of the Irrigation System will be located within, and cross, portions of Town right-of-way (“**Town ROW**”) as more specifically shown on Sheet 3 of **Exhibit A** (2 south crossings at Ypsilon Circle and Mattana Drive, 2 north crossings at Ypsilon Circle and Mattana Drive, and 1 crossing north of Range View Estates at Weld County Road 7: together, the “**Crossings**”). This Agreement memorializes the terms and conditions upon which the Town will grant a revocable license for the Crossings within Town ROW.
3. **CONDITION PRECEDENT.** As a condition precedent to the effectiveness of the revocable license for the Crossings within Town ROW, the Town must receive written notice from the Little Thompson Water District (“**LTWD**”) that: (a) the Irrigation System has been inspected by LTWD, and (b) that the installation of the Irrigation System has been completed in accordance with the construction drawings/plans approved by LTWD, including those portions of the Irrigation System installed in the Crossings.
4. **LICENSE.** Upon satisfaction of the condition precedent, the Town grants Licensee a revocable license to use, maintain, operate, repair, inspect, remove, and reconstruct the Irrigation System in, across, and over the Crossings, as shown in **Exhibit A**, subject to the terms and conditions of this Agreement.
5. **RESERVATION OF RIGHTS.** The Town retains the right to use the Crossings for its own purposes, including the right to add, modify, reconstruct, remove, and replace any existing or future improvement(s) located in the Crossings, and to grant any use of the

Town ROW (including but not limited to that portion of Town ROW utilized by the Crossings) to other third parties, provided that any such use of Town ROW by third parties shall not unreasonably interfere with the Irrigation System.

**6. MAINTENANCE.**

- (a) District and Developer hereby agree that all maintenance, repair and replacement obligations associated with the Irrigation System are the responsibility of the Developer until the Irrigation System is accepted by the District for continuing ownership and maintenance upon completion, at which time all maintenance, repair and replacement obligations associated with the Irrigation System will become the responsibility of the District. Except for emergency repairs, the District and the Developer agree not to conduct any maintenance or repair activities without at least fourteen (14) days' advance written notice to the Town. All maintenance or repair activities of the District or Developer shall require a Town ROW Permit ("ROW Permit").
- (b) In the event of an emergency that necessitates immediate repairs or maintenance to restore proper functioning of the Irrigation System located within the Crossings, the District or Developer may conduct such emergency repairs and maintenance immediately, giving notice to the Town as soon as reasonably practicable following commencement of the emergency repairs. The District or Developer, as applicable, shall also be required to apply for a ROW Permit for the emergency repair(s). Emergency repairs and maintenance by the District or Developer shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs or maintenance to prevent, mitigate, or remedy injury to persons or damage to property.
- (c) If the District or Developer fails to undertake repairs or maintenance to the Irrigation System located within the Crossings, including but not limited to emergency repairs that may be required, the Town shall be authorized, but not obligated, to undertake said repairs in order to prevent, mitigate or remedy injury to persons or real property. If the Town conducts such repairs or maintenance as authorized under this section, the District or Developer shall reimburse the Town for all costs, fees or expenses related to such repairs and maintenance incurred by the Town (the "**Town Costs**"). District and Developer agree to pay all Town Costs within thirty (30) days of receipt of an invoice from the Town documenting the Town Costs.

**EMERGENCY CONTACTS:**

Developer:	Ryan Goforth 303-905-9991	Warren Turner 970-673-2395 970-204-9393
------------	------------------------------	---

Town: Erika Rasmussen: 970-805-4185  
and to  
Bo Hurtado: 720-291-1253

District: Guy Johnson  
970-412-1440

7. **CONSIDERATION.** As consideration for entering into this Agreement, the Developer will pay the Town a one-time license fee of five thousand dollars (\$5,000.00) (“License Fee”). The License Fee shall be paid by Developer to the Town prior to recordation of this Agreement in the Weld County property records.
8. **LEGAL COMPLIANCE.** Licensee will comply with all legal requirements, and obtain any necessary governmental permits or approvals (at Licensee’s expense), before initiating any additional construction, modification, maintenance, or repair of the Irrigation System. Licensee is responsible for compliance with applicable law and any penalties or other consequences from use of the Irrigation System and all activities related to the Irrigation System. All such compliance, penalties, and permits shall be at Licensee’s sole cost and expense.
9. **TERM; TERMINATION.** This Agreement shall be perpetual, unless Licensee abandons the Irrigation System within the Crossings or Licensee elects to relocate the Irrigation System, in which event Licensee shall be solely responsible for all costs associated with any such abandonment or relocation, including removal of the Irrigation System within the Crossings and all associated restoration costs of Town ROW. No abandonment or relocation shall be deemed to have occurred unless Licensee provides reasonable advance written notice to the Town of Licensee’s intent to abandon or relocate and of the date upon which such abandonment or relocation shall take effect. If such reasonable advance written notice is provided, the abandonment or relocation shall become effective upon the date stated in the notice. In the event of abandonment or relocation, if the Licensee fails to properly remove the Irrigation System within the Crossings or restore the Town ROW to the Town’s reasonable satisfaction within such time frame as is reasonably requested by the Town, the Town may, at its own option, conduct its own removal and/or relocation and the Licensee shall reimburse the Town for the cost of such work within thirty (30) days. The Licensee shall be held liable for any loss, damage or injury to the Town or Town ROW resulting from the Licensee’s failure to remove the Irrigation System and restore the Town ROW. If the Town conducts its own removal of the Irrigation System within the Crossings and/or restoration of the Town ROW, it does not waive the right to hold the Licensee liable for damages caused by the Licensee’s failure to so remove and restore.

10. **NOTICES.** Any written notice required or permitted by this Agreement shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, hand delivered, or sent via e-mail, addressed to the Party to whom such notice is intended to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the U.S. mail or when the e-mail is sent.

**THE DEVELOPER:**

Range View Estates LLC  
Attn: Warren Turner  
6355 Fairgrounds Ave, Ste 300  
Windsor, CO 80550  
Email: warren@hillsidecommercialgroup.com

**THE DISTRICT:**

Range View Estates  
Metropolitan District  
Attn: Guy Johnson  
6355 Fairgrounds Ave, Ste 300  
Windsor, CO 80550  
Email: manager@districtresource.com

**COPY TO:**

Range View Estates Metro District  
c/o Spencer Fane  
Attn: David O’Leary  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Email: doleary@spencerfane.com

**THE TOWN:**

Town of Mead  
Attn: Town Manager  
441 Third Street  
P.O. Box 626  
Mead, Colorado 80542  
Email: hmigchelbrink@townofmead.org

**COPY TO:**

Michow Cox & McAskin LLP  
Attn: Mead Town Attorney  
6530 S. Yosemite Street, Suite 200  
Greenwood Village, Colorado 80111  
Email: marcus@mcm-legal.com

Any person or Party may change their addresses for the purpose of receiving written notice or may change the Emergency Contacts in paragraph 6 by notice given as set forth in this paragraph.

11. **WAIVER OF BREACH.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving Party.

12. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire Agreement between the Parties, and there are no oral or collateral agreements or

understandings. This Agreement may be amended only by an instrument in writing signed by both Parties.

13. **PARTIAL INVALIDITY.** If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction: the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.
14. **ASSIGNMENT; BINDING EFFECT.** Licensee must notify the Town at least 90 days before abandoning or conveying the Irrigation System, whether by sale, transfer, assignment, or otherwise. This Agreement is binding upon the Parties and their successors and assigns.
15. **LIMITATION OF LIABILITY.** The Town is not liable for the existence, repair, maintenance, operation, use or replacement of the Irrigation System or any of Licensee's activities, personnel or equipment in relation thereto.
16. **RECORDATION.** This Agreement will be recorded upon execution by the Parties with the Weld County Clerk and Recorder at Developer's expense.
17. **GOVERNMENTAL IMMUNITY.** The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the Town and its officers, agents or employees.
18. **ANNUAL APPROPRIATION.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
19. **APPLICABLE LAW; VENUE.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Weld County, Colorado.

20. **NO PARTNERSHIP.** This Agreement does not create an agency, partnership or joint venture relationship between the Town and the Licensee or between the Town and any other party. This Agreement does not cause the Town to be responsible for the debts or obligations of Licensee or any other party.
21. **ATTORNEYS FEES.** If any party breaches this Agreement, the nonprevailing party shall pay all of the prevailing party's reasonable attorneys' fees and costs in enforcing this Agreement through litigation, arbitration, mediation or otherwise.
22. **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. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

*Signature Pages Follow.*

*Developer signature page to Revocable License Agreement.*

**DEVELOPER:**

**RANGE VIEW ESTATES LLC**, a Colorado limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of RANGE VIEW ESTATES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

*District signature page to Revocable License Agreement.*

**DISTRICT:**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



*Town signature page to Revocable License Agreement.*

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

Date: \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

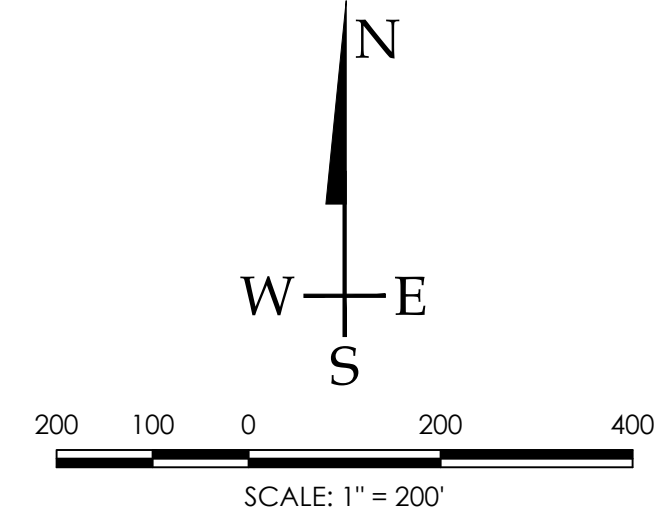
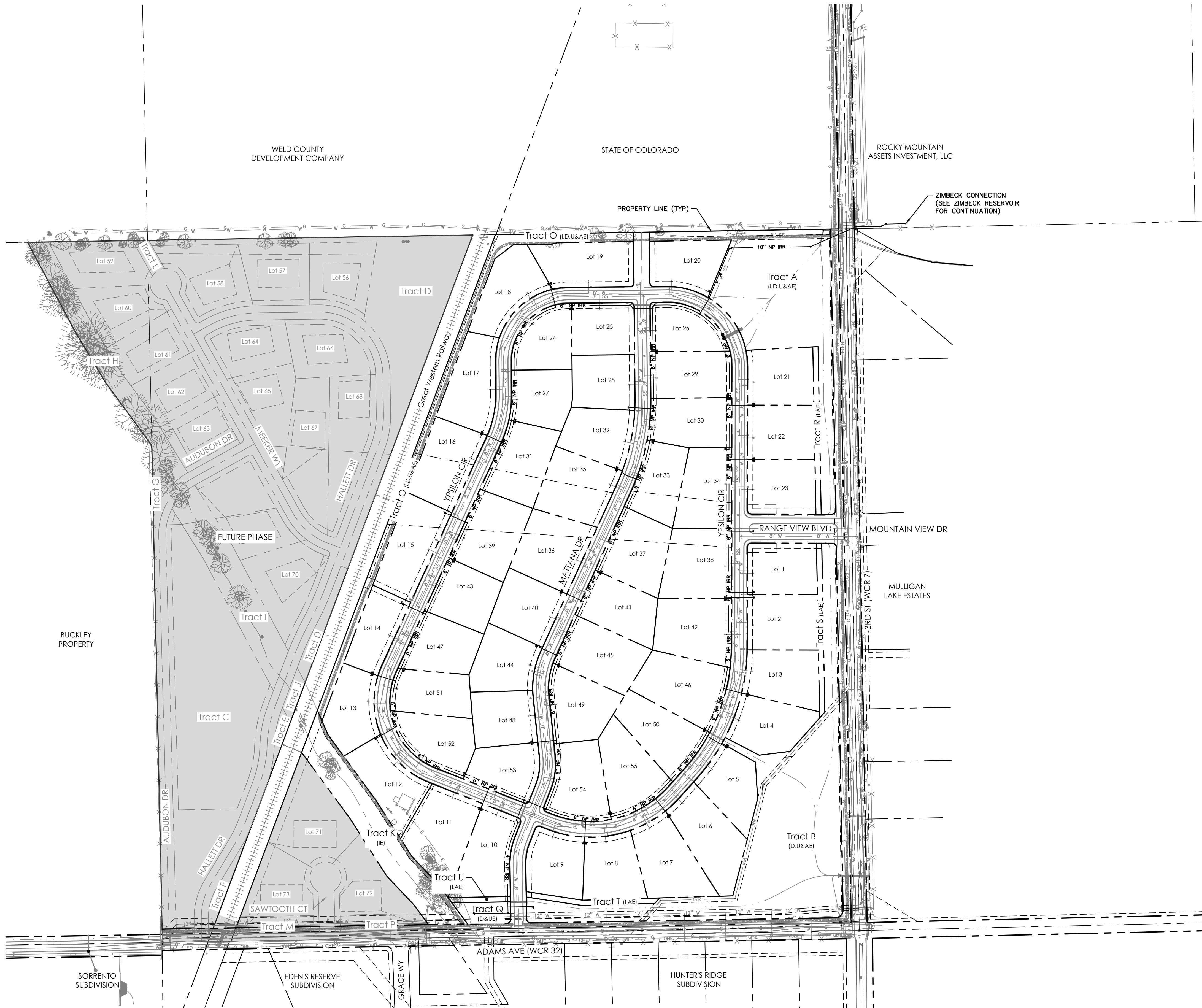
**EXHIBIT A**  
**Irrigation System**

*Attached – two (2) pages*

Range View Estates – Non-Potable Irrigation Plan

[Sheet 3 of 9 – attached]

[Sheet 5 of 9 – attached]



**NOTES:**

- ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY OTHERS AND DETERMINED FROM A COMBINATION OF RECORD DRAWINGS, SURVEYED FIELD MARK-OUTS AND PHYSICAL OBSERVATIONS. THERE MAY BE UTILITIES NOT SHOWN ON THE DRAWINGS WHICH PRESENTLY EXIST IN THE AREA OF CONSTRUCTION. THEREFORE, THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES IN THE PROJECT VICINITY PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE APPROVAL FROM OWNER/UTILITY OWNER BEFORE RELOCATING ANY ENCOUNTERED UTILITIES. CONTRACTOR RESPONSIBLE FOR SERVICE CONNECTIONS, AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC., WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER). THE CONTRACTOR SHALL IMMEDIATELY CONTACT ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987, WWW.UNCC.ORG).
- IN ADDITION TO MEETING APPLICABLE LC/CLASS, STATE OR FEDERAL STANDARDS, ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL MEET OR EXCEED THE STANDARDS SET FORTH IN THE LTWD AND TOWN OF MEAD DEVELOPMENT STANDARDS.
- IN CASES OF CONFLICT BETWEEN THESE SIGNED PLANS AND APPLICABLE STANDARDS, THE MOST RESTRICTIVE STANDARD SHALL APPLY.
- ALL IRRIGATION MAINS SHALL BE AWWA SDR 21 OR C900 PLASTIC PRESSURE PIPE (DR-18, PRESSURE CLASS 30S). ALL PLASTIC PRESSURE PIPE SHALL HAVE TRACER WIRE PER STANDARDS. ALL IRRIGATION SERVICES 2" AND SMALLER SHALL BE TYPE K SOFT COPPER.
- ALL IRRIGATION MAINS SHALL HAVE A MINIMUM COVER OF 36" AND SERVICES SHALL HAVE A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
- ALL NON-POTABLE IRRIGATION MAINS AND SERVICES SHALL MAINTAIN A MINIMUM 18" VERTICAL SEPARATION, AND 10 LF HORIZONTAL SEPARATION FROM POTABLE MAINS AND SERVICES. ADJUST NON-POTABLE IRRIGATION LINE AS NECESSARY TO MAINTAIN REQUIRED SEPARATION. REFER TO RANGE VIEW ESTATES - PHASE 1 REVISED SHEETS 37-45 FOR CROSSINGS AND SEPARATIONS.
- ALL NON-POTABLE IRRIGATION METER PITS SHALL BE PERMANENTLY MARKED "NON-POTABLE."
- IRRIGATION METER PITS SHALL TO BE LOCATED WITHIN LANDSCAPE AREAS. DRIVEWAYS SHALL BE ALIGNED ACCORDINGLY TO MAINTAIN PROTECTION OF WATER METER PITS WITHIN THE REQUIRED LANDSCAPE AREAS.
- ALL IRRIGATION PIPE SHALL BE COLORED PURPLE.
- IRRIGATION METERS SHALL BE 3/4" OR 1/2", UNLESS OTHERWISE NOTED.
- PIPE LENGTHS ARE PROVIDED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- ALL IRRIGATION MAINS AND SERVICES SHALL MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION FROM TOWN OF MEAD SANITARY MAINS AND SERVICES.
- THE PRIVATE NON-POTABLE WATER SYSTEM IS PRIVATELY OWNED AND OPERATED. THE SYSTEM IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER OR ITS ASSIGNS. THE TOWN IS NOT RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF SAID SYSTEM.
- ALL NON-POTABLE IRRIGATION MAINS AND SERVICES PROPOSED TO CROSS PUBLIC RIGHT-OF-WAY PAVEMENT SHALL BE INSTALLED VIA DIRECTIONAL BORING.

CONTACT XCEL ENERGY BUILDER'S CALL LINE TO SCHEDULE "WATCH & PROTECT" FOR ANY CONSTRUCTION OCCURRING NEAR AN EXPOSED HIGH PRESSURE (HP) GAS PIPELINE 877.354.6395



NO.	REVISION	BY	DATE

**RANGE VIEW ESTATES**  
**OVERALL NON-POTABLE IRRIGATION PLAN**

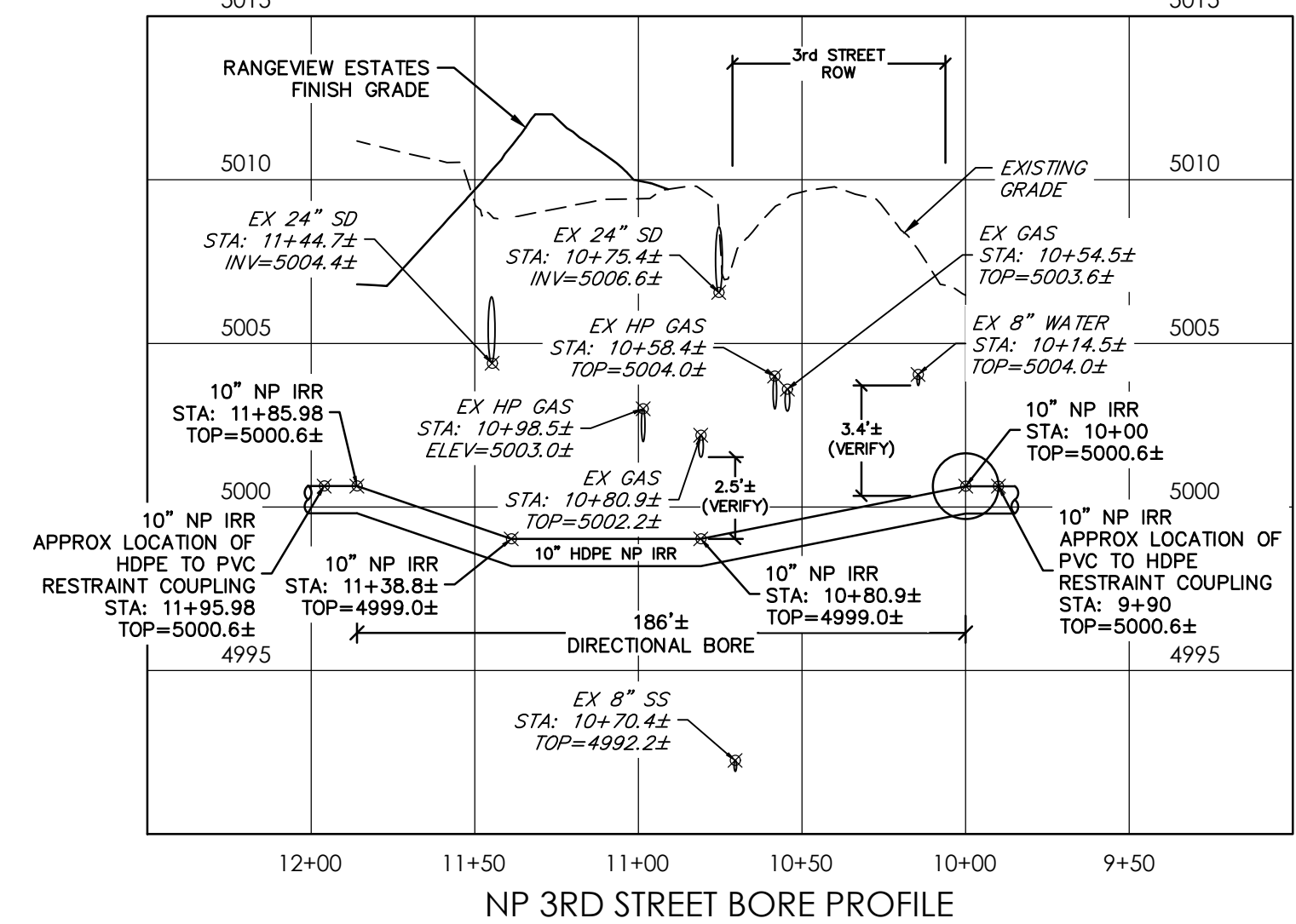
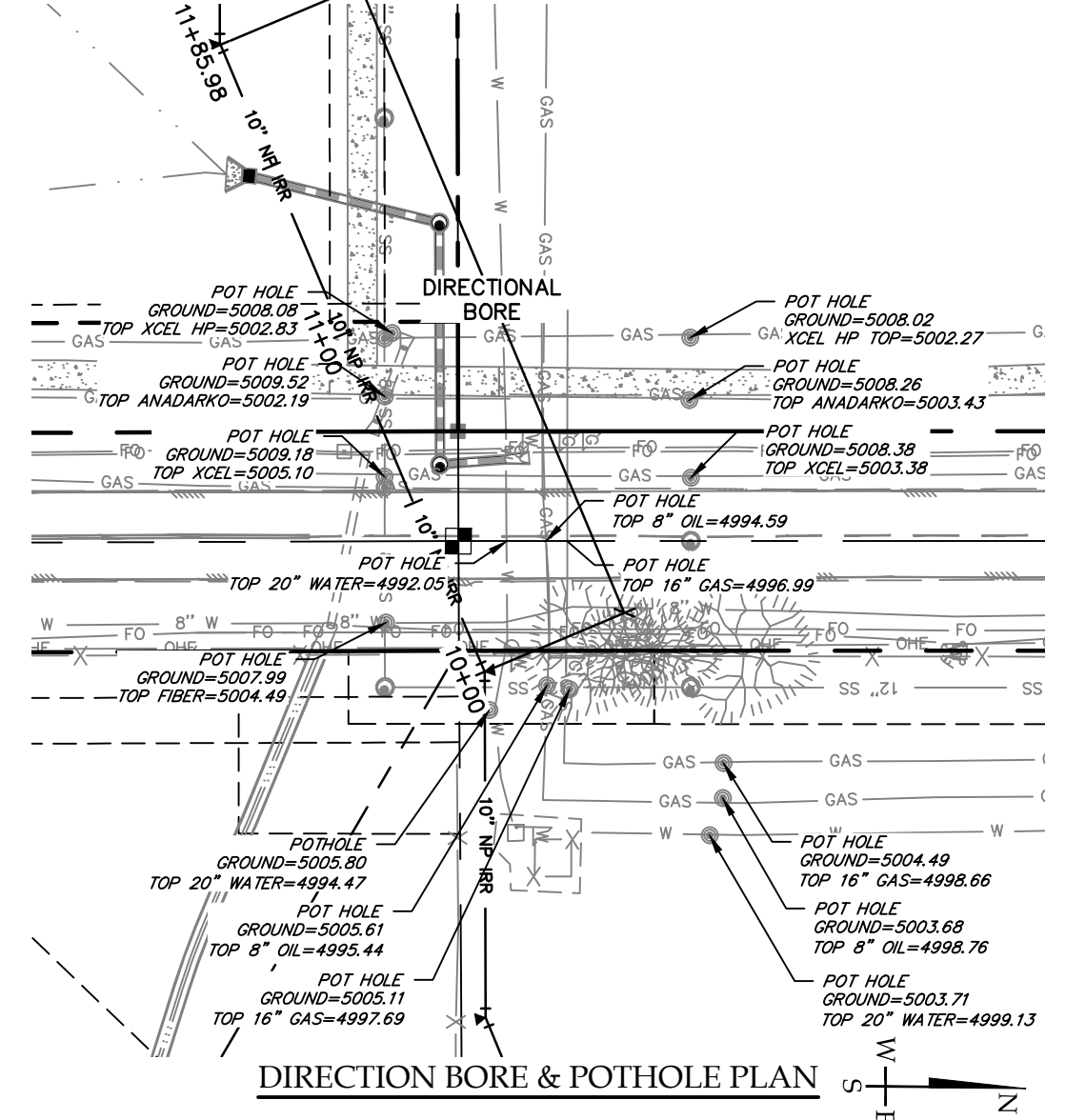
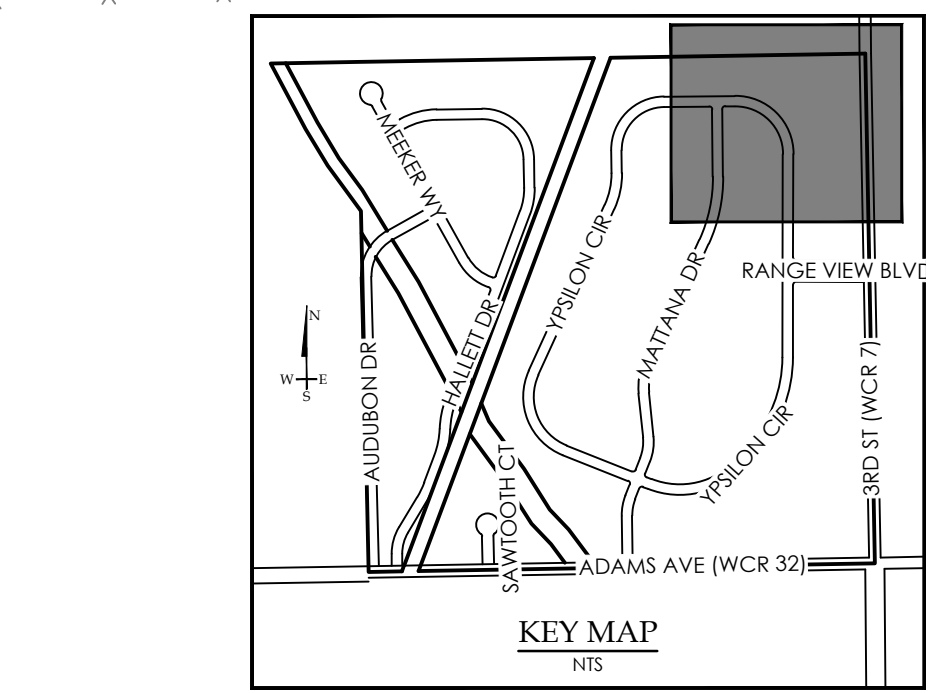
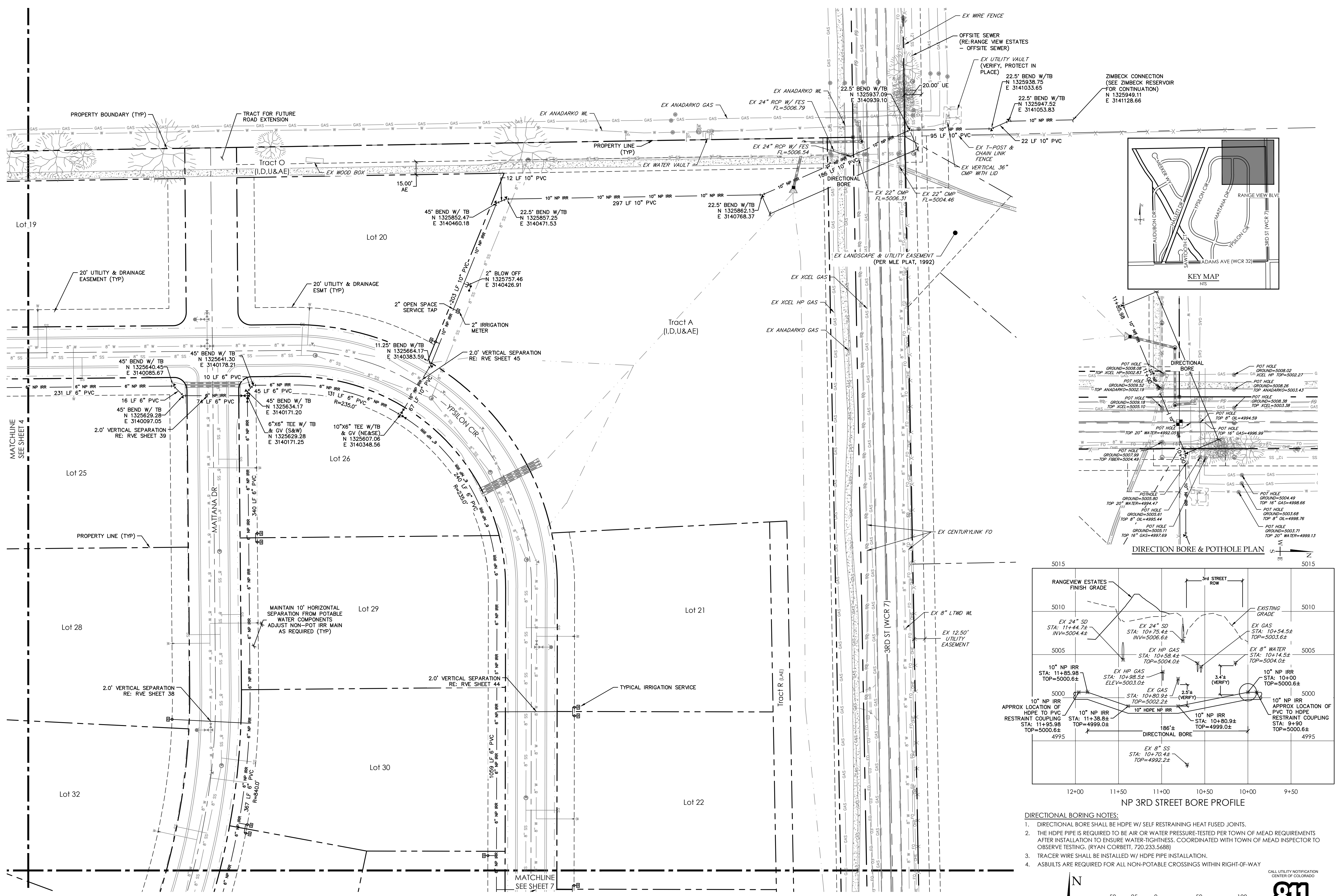
PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:

**REVIEW SET NOT FOR CONSTRUCTION**

FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT SERVICES

DATE: 5/24/23  
SCALE (H): 1" = 200'  
SCALE (V): N/A  
DRAWN BY: PHS  
CHECKED BY: JTC  
HDS PROJECT #: 19-1007-00

**OVNP**



- DIRECTIONAL BORING NOTES:**
1. DIRECTIONAL BORE SHALL BE HDPE W/ SELF RESTRAINING HEAT FUSED JOINTS.
  2. THE HDPE PIPE IS REQUIRED TO BE AIR OR WATER PRESSURE-TESTED PER TOWN OF MEAD REQUIREMENTS AFTER INSTALLATION TO ENSURE WATER-TIGHTNESS. COORDINATED WITH TOWN OF MEAD INSPECTOR TO OBSERVE TESTING. (RYAN CORBETT, 720.233.5688)
  3. TRACER WIRE SHALL BE INSTALLED W/ HDPE PIPE INSTALLATION.
  4. ASBUILTS ARE REQUIRED FOR ALL NON-POTABLE CROSSINGS WITHIN RIGHT-OF-WAY

CALL UTILITY NOTIFICATION CENTER OF COLORADO

**811**

Know what's below.  
Call before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE OR INDICATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

CONTACT XCEL ENERGY BUILDER'S CALL LINE TO SCHEDULE "WATCH & PROTECT" FOR ANY CONSTRUCTION OCCURRING NEAR AN EXPOSED HIGH PRESSURE (HP) GAS PIPELINE  
 877.354.6395

NO.	REVISION	BY	DATE

**RANGE VIEW ESTATES**  
**NON-POTABLE IRRIGATION PLAN**

PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:  
**REVIEW SET**  
**NOT FOR CONSTRUCTION**

FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT SERVICES

DATE: 5/24/23  
 SCALE (H): 1" = 50'  
 SCALE (V): 1" = 5'  
 DRAWN BY: PHS  
 CHECKED BY: JTC  
 HDS PROJECT #: 19-1007-00