

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 08
(Series of 2024)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN OWNERSHIP AND MAINTENANCE AGREEMENT FOR THE
HAYMEADOW PROPERTY**

WHEREAS, on May 14, 2019, the Town approved the Haymeadow Filing 1 Final Plat and the Haymeadow Subdivision Improvements Agreement (the "SIA"), which SIA requires the developer and the Town to revise the approved Exhibit K to the ADA and enter into a mutually acceptable agreement;

WHEREAS, the approval of the SIA contemplated the execution of a revised agreement to better define ownership and maintenance responsibilities of the Town, the Metro District and the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. The Ownership and Maintenance Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Ownership and Maintenance Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON JUNE 25, 2024.

ATTEST:

Jenny Rakow, Town Clerk



TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

HAYMEADOW
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

This Agreement Regarding Ownership and Maintenance of Common Areas, Open Space and Development Improvements (this "Agreement") is entered this _____ day of _____, 2024, by and among Abrika Properties, LLC, a Florida limited liability company ("Developer"), the Haymeadow Metropolitan District No. 6 ("District") and the Town of Eagle, Colorado, a municipal corporation ("Town").

RECITALS

A. Developer and Town entered into that certain Annexation and Development Agreement dated March 5, 2014 and recorded on May 30, 2014 at reception number 201408816, County of Eagle, State of Colorado, for the annexation and development of the property known as the Haymeadow Parcel A, Parcel B and Parcel C additions to the Town of Eagle, Colorado also known as the Haymeadow PUD (as amended, the "ADA").

B. Section 25 of the ADA requires Developer, upon submittal of its application for the first Subdivision Final Plat, to provide the Town with a schedule identifying those entities responsible for the ongoing maintenance, upkeep and repair of such common areas, open space, and other development improvements shown in Exhibit K to the ADA.

C. The Final Plat for Haymeadow Filing 1 ("Plat") was recorded in the real property records on May 24, 2019, at reception number 201907561, County of Eagle, State of Colorado.

D. The Developer, the District and the Town desire to enter into an agreement setting forth the details of ownership and maintenance obligations relating to certain parcels identified in the Plat.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements hereinafter set forth and the mutual benefits to be derived herein, Developer, District and Town hereby agree as follows:

AGREEMENT

1. **Ownership.** Haymeadow Filing 1 includes the tracts and lots described in the Land Use Summary on the Plat. Ownership of certain parcels described in the Plat is set forth in Exhibit A attached hereto and incorporated herein by this reference. Except as otherwise provided for in this Section 1, ownership of a parcel includes all improvements thereon including, without limitation, all parks, wetlands, trails, all portions of roads and rights of way including any areas designated as bicycle lanes, parking areas, sidewalks, alleys, lighting systems, utilities, drainage, irrigation ditches, ponds and associated irrigation piping, and other improvements now existing or planned to be constructed thereon.

1.1 The District will construct a non-potable irrigation system, a portion of which will be located upon Tract OS-3, which system the District shall own regardless of its

location. The Town agrees to grant all appropriate easements for the construction, maintenance, repair and replacement of such improvements upon request of the District.

1.2 Pursuant to that certain letter from the Colorado Division of Parks and Wildlife (the "Division") to the Town dated December 7, 2015, the Division and the Town released Developer from its obligation, arising under Section 9.3 of the ADA, to construct a perimeter fence along the northerly and easterly boundaries of the Haymeadow PUD for the purpose of preventing livestock from entering the Haymeadow PUD from adjoining lands. With the Town's consent, Developer has removed all such perimeter fencing in consultation with the Division and Developer shall not own nor be required to maintain any such perimeter fencing.

1.3 Should the Bureau of Land Management issue a grazing lease for the federal land directly north of the Haymeadow PUD, the Developer will be responsible for constructing and maintaining a perimeter fence in accordance with Section 9.3 of the ADA.

1.4 The Developer has installed certain conduits for utility services in various locations within the Haymeadow PUD and retains all rights of ownership and all duties of maintenance of all such conduits. The Developer specifically retains the right to convey any and all such conduits and make the same available for use by utility service providers. Upon installation, all shallow utilities, including but not limited to communication, electricity and gas, regardless of their location within the Haymeadow PUD, shall be owned and maintained by the utility service provider.

2. Maintenance. Except as set forth in Sections 3 and 4 below, each parcel identified in Exhibit A shall be maintained by the owner of said parcel, who shall be solely responsible for all maintenance costs. Maintenance obligations shall be deemed to include, where applicable, paving, sweeping, parking enforcement, irrigation, weed and pest control, maintenance of public drainage facilities, water and sewer facilities, and trail maintenance. The Ownership Maintenance Dedication Funding Matrix attached hereto as Exhibit B provides further detail regarding certain maintenance, replacement and enforcement responsibilities, revenue sources, general intentions concerning the dedication of certain parcels, and other notes and comments to clarify the ownership and maintenance obligations set forth herein. In the event of any conflict between this Agreement and the details of Exhibit B, this Agreement shall control.

3. Additional Maintenance Responsibilities of the District. Notwithstanding ownership of the underlying parcel, the District shall be responsible for each of the following maintenance obligations and shall bear all costs and expenses related to such obligations:

3.1 Irrigation including repair of ditches, ponds and associated irrigation piping, and weed and pest control upon Tract OS-2 and any other parcel designated for Common Open Space in the Plat, provided that the District shall have no responsibility to revegetate or repair any disturbance to Tract OS-2 or other Open Space parcel caused by the Town or as a result of any use of such Tracts with the permission or support of the Town. Weed management shall be conducted and monitored for compliance with the Integrated

Weed Management Plan dated April 2019, prepared by Birch Ecology and on file with the Town of Eagle.

3.2 When the construction of improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town, or responsible party, will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E. The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. The intention is that the Town's non-potable Warm Springs system will serve the northern 12 acres of Tract E and the Haymeadow non-potable system will serve the southern 24 acres of Tract E.

3.3 If, prior to the commencement of construction of improvements upon Tract E, all or any portion of Tract E is conveyed to a party other than Abrika Properties, LLC, (Developer), the Haymeadow Metropolitan District No. 6 (District), the Town or the Eagle County School District or Mountain Recreation District, the District's temporary maintenance duties shall terminate immediately upon such conveyance.

3.4 The District's temporary maintenance duties in relation to Tract E include irrigation, repair of ditches, ponds and associated irrigation piping, and weed and pest control as well as maintenance of the portion of the hard surface path crossing Tract E east of the detention basin cleanout access drive, and specifically exclude revegetation and repair of any disturbance caused by the Town or as a result of any use or event of such Tracts with the permission or support of the Town. Weed management shall be conducted and monitored for compliance with the Integrated Weed Management Plan dated April 2019, prepared by Birch Ecology and on file with the Town of Eagle.

3.5 Maintenance, repair and replacement, including lighting and landscaping, of the detached paved recreation path, the soft surface path, and the pedestrian trails in Filing 1 and specifically excluding the Haymaker Trail discussed in Section 4 below.

3.6 Maintenance, repair and replacement of sidewalks and landscaping within all public rights of way in Tracts R-1, R-2, R-3, R-4, R-5 and R-6 and such maintenance shall include mowing, plant trimming, mulch and other landscape material replacement as well as maintenance of landscape lighting, if any (but not street lighting, which shall be maintained by the owner of such Tracts), irrigation systems and sidewalk snow removal except as otherwise required by the Eagle Municipal Code or other Resolution, rule or regulation of the Town. Tree clearance over roads and sidewalks must be maintained per Section 7.05 of the Town of Eagle Municipal Code. All landscaping within the public rights of way shall remain in compliance with the Haymeadow Landscape Guidelines for Streetscapes and with the approved landscape planting plan approved for each subdivision final plat. No additional landscaping which may adversely affect snow storage within the right of way shall be permitted, including rock, decorative elements, shrubs or trees.

3.7 Asphalt repair, snow removal, and on-street parking enforcement for the on-street parking spaces located in the public right of way upon Tract R-3.

3.8 Maintenance of irrigation ditches, ponds and associated irrigation piping upon Tract OS-3, R-1, R-2, R-3, R-4, R-5 and R-6.

4. Additional Maintenance Responsibilities of the Town. The Town shall be responsible to maintain, at its sole expense, the trail system described in that certain Bicycle and Pedestrian Trail Easement Agreement recorded on March 24, 2015, at reception number 201504931, County of Eagle, State of Colorado (the "Easement"), commonly known as Haymaker Trail, regardless of ownership of the parcels through which said trail passes. Notwithstanding any provision of this Agreement, the parties rights' and obligations regarding the Haymaker Trail shall be as provided in the Easement, as amended from time to time. The Town shall be responsible to maintain and/or repair, at its sole expense, any damage caused directly by the Town's use of the portion of the hard surface trail across Tract E west of the detention basin cleanout access drive.

5. General Provisions.

5.1 *Compliance with Law.* In performing its obligations under this Agreement, each party must comply with all applicable laws, rules, and regulations.

5.2 *Governing Law.* This Agreement is governed by Colorado law, without regard to its conflicts of laws principles.

5.3 *Jurisdiction and Venue.* Exclusive jurisdiction and venue for any legal action under this Agreement is the District Court of Eagle County Colorado.

5.4 *Severability.* If any part of this Agreement is held invalid in a legal proceeding, then the remainder of this Agreement will remain valid.

5.5 *Authority.* The persons executing this Agreement represent and warrant that this Agreement has been approved by all requisite corporate action, and that the undersigned is authorized to sign this Agreement on behalf of the party they represent.

5.6 *Notices.* All notices under this Agreement must be in writing and delivered to the notice address below (i) in person, (ii) by registered, express, or certified mail, (iii) by courier or messenger service, (iv) by facsimile, or (v) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted if delivery is refused. Any party may change its notice address by following the requirements in this Section.

If to Developer:

Abrika Properties, LLC
Attn: Brandon Cohen
PO Box 772289
Ocala, Florida 34477
brandonhcohen@gmail.com

With a copy to:

Wear Travers Perkins
LLC Greg Perkins
97 Main Street, Suite E-202
Edwards, Colorado 81632
gperkins@wtpvail.com

If to Town:

Town of Eagle,
Colorado Board of
Trustees
P. O. Box 609
Eagle, Colorado
81631 Attention:
Town Manager

If to District:

Haymeadow Metropolitan
District No. 6
President
c/o Marchetti & Weaver, LLC
Ken Marchetti
28 Second Street, Suite 213
Edwards, Colorado 81632
Ken@mwcpta.com

With a copy to:

CEGR Law
David Greher
44 Cook Street, Suite 620
Denver, Colorado 80206
dgreher@cegrlaw.com

5.7 *Amendment.* Pursuant to Section 25 of the ADA, Developer and Town may mutually agree in future subdivision improvements agreements to alter the responsibilities for the maintenance, upkeep and repair of the common areas, open space, and other development improvements addressed herein. To the extent necessary to comply with any such future subdivision improvements agreements, the Parties hereto agree to alter this Agreement by written amendment signed by the parties.

5.8 *Captions.* The captions of each section are for reference only and do not affect the interpretation of this Agreement.

5.9 *No Presumption Against Drafter.* This Agreement expresses the common intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

5.10 *Relationship of Parties.* Nothing in this Agreement creates a partnership, joint venture, or similar relationship between or among the parties. No party hereto may bind any other party or hold itself out as having authority to bind any other party.

5.11 *Third-Party Beneficiary.* This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

5.12 *Entire Agreement.* This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

5.13 *Counterparts.* This Agreement may be executed in counterparts and delivered by facsimile or other electronic method which, taken together, form the Agreement and will be binding as if all original signatures are on a single document.

[Signature page follows]

DEVELOPER:

Abrika Properties, LLC,
a Florida limited liability company

By: _____
Its: _____

RC
Brandon Cohen
President

DISTRICT:

Haymeadow Metropolitan District No. 6

By: _____
Its: _____

TOWN

Town of Eagle, Colorado,
a municipal corporation

By: _____
Its: _____

SGH
Scott Turner
Mayor



EXHIBIT A
HAYMEADOW FILING 1 – FINAL PLAT
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

Ownership by Parcel

PARCEL	OWNERSHIP UPON RECORDATION OF PLAT	INTENDED FUTURE OWNERSHIP
TRACT A	Abrika Properties LLC	District
TRACT B	Abrika Properties LLC	District
TRACT C	Abrika Properties LLC	District
TRACT D	Abrika Properties LLC	District
TRACT F	Abrika Properties LLC	District
TRACT H	Abrika Properties LLC	District
ALLEY-1	Abrika Properties LLC	District
TRACT E	Town	Town
TRACT G	Greater Eagle Fire Protection District	Greater Eagle Fire Protection District
TRACT OS-1	Town	Town
TRACT OS-2	Town	Town
TRACT OS-3	Town	Town
TRACT R-1	Town	Town
TRACT R-2	Town	Town
TRACT R-3	Town	Town
TRACT R-4	Town	Town
TRACT R-5	Town	Town
TRACT R-6	Town	Town

EXHIBIT B
HAYMEADOW FILING 1
Agreement Regarding Ownership and Maintenance
of Common Areas, Open Space and Development Improvements

Ownership Maintenance Dedication Funding Matrix

***SEE ATTACHED DOCUMENT TITLED “Exhibit B - O&M**

Matrix”*

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Open Space/Wetlands/Wildlife Corridor								
Haymeadow Upland Open Space	Town	Town after acceptance and required restoration of all disturbed areas by the developer. Weed and pest control will still be the responsibility of the Metro District.	Town	Town	Town (Open Space Fund) Metro District for weed and pest control	With first Final Plats for each Neighborhood	Plowing of Asphalt path by Metro including path to the pool and ice rink	<ul style="list-style-type: none"> Weed management shall be conducted and monitored for compliance with the Integrated Weed Management Plan by the District or developer. Weed and pest control is the responsibility of the developer or metro district/ HOA in open space properties owned by the Town in perpetuity.
Unplatted Lands	Developer	Metro District	Metro District	Town	Metro District	N/A	N/A	<ul style="list-style-type: none"> Areas within the Property that are not contained within an approved Subdivision Final Plat shall be maintained in their present natural state or agricultural production and irrigated to the satisfaction of the Town of Eagle. Underground utility construction shall be permitted, but disturbed areas must be revegetated to a natural condition subject to Town approval. Metro District shall develop a plan for review and approval by the Town, for the control of noxious weeds and ground squirrels in all unplatted areas. Implementation shall be the responsibility of the Metro District with acceptance by the Town.
Brush Creek Agricultural Area and Wildlife Corridor	Town	Metro District	Metro District	Town	Metro District	With first Final Plat of Neighborhood D	N/A	
"Willow Tree Corridors"	Town	Metro District	Metro District	Town	Metro District	With first Final Plat of adjacent Neighborhood	N/A	See "Pathways"

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Weed and Pest Control – Open Space	Varies	Metro District	Metro District	Town	Metro District	N/A	N/A	<p>1. The District is responsible for noxious weed treatments on all open space properties, including those owned by the Town, in perpetuity.</p> <p>2. Noxious weed treatments shall be conducted in accordance with the Integrated Weed Management Plan approved by the Town in September 2018.</p> <p>3. If noxious weed treatments are not meeting the satisfaction of the Town in open space properties, the Town will require the Metro District or HOA to increase the number of treatments, highlight areas that need additional treatments, and/or develop updated standards for noxious weed treatments. The updated plan shall include suppression of current weed infested areas and the revegetation of applicable areas.</p> <p>4. District is responsible for developing and implementing a Town approved plan for ground squirrel control in open space properties.</p>
Parks								
Pavilion Buildings at Trailhead Park ("Ouzel Park")	Town	Town	Town	Town	Town	With first Final Plat of Neighborhood A2, at completion of construction	Metro District	
Metro District Building at Trailhead Park ("Ouzel Park")	Metro District	Metro District	Metro District	Metro District	HOA or Metro District	N/A	Metro District	Potential building at park for Metro District offices and storage, small meeting space.
Trailhead Park ("Ouzel Park") - not including Buildings	Town	Metro District	Metro District	Town	Metro District	At the time of approval of subdivision filing encompassing the park	Metro District	
Neighborhood Green space and "Neighborhood Park"	Metro District	Metro District	Metro District	Metro District	HOA or Metro District	Dedicated to Metro District at Subdivision Final Plat	HOA or Metro	
Weed and Pest Control - Parks	Varies	Metro District	Metro District	Metro District	HOA or Metro District	N/A	N/A	

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Perimeter Fence (if required)	Metro District	Metro District	Metro District	Metro District	Metro District	N/A	N/A	A perimeter fence will be required if a grazing lease is granted by the BLM. If and until that point, no fence shall be built. Should the perimeter fence be required, the developer or HOA/District will be required to construct and maintain the fence.
Trails								
Paved Recreation Paths	Varies	Metro District	Metro District	Town	Metro District	With first Final Plats	HOA or Metro District	<ul style="list-style-type: none"> Sweep paved paths semi – annually. Plow snow from designated school route paths any day that school is in session by 7:00 a.m. when snow accumulations exceed (or may reasonably be expected to exceed) 2"
Soft and Crusher Fines Paths	varies	HOA or Metro District	Metro District	Town	HOA or Metro District	With first Final Plats	HOA or Metro District	
Dirt Trails on Upland Open Space and School/Recreation Site	Town	Town	Town	Town	Town Open Space	With first Final Plats for each Neighborhood	N/A	
Dirt Trails in Willow Tree Corridors, Trailhead park "Ouzel Park", Wetlands, and all other parks and public spaces.	Town	Metro District	Metro District	Town	Metro District	With first Final Plats for each Neighborhood	N/A	
Trailheads (Future)	Town	Metro District	Metro District	Town	Metro District	With first Final Plats for each Neighborhood	Metro District	Willow Trailhead and Road Gulch Trailhead. Both to be constructed with the first final plans for each neighborhood.
Transportation								
Asphalt and Concrete Roads, Curb and Gutter in Vehicle Travel Lanes located in Rights-of-Way	Town	Town	Town	Town	Town GF	When improvements completed and accepted	Town	* does not include driveway cuts, access roads, utility, etc.

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Landscaping in Rights-of-Way	Town	HOA or Metro District	When improvements completed and accepted	Town	Town is not responsible for damage to landscaping or trees caused by normal snow removal and storage operations. Damage above and beyond normal operations will be responsibility of the Town. Tree trimming and maintenance of landscaping is the Metro District responsibility. Trees clearance over road and sidewalk must be maintained per Section 7.05 of the Municipal Code.			
Town Street Lights	Town	Town	Town	Town	Town	When improvements completed and accepted	Town	Street light must meet town standard located where public road meets public road.
Street Lights (Other)	N/A	HOA or Metro District	N/A	HOA or Metro District	Street light where alley meets public road, parking lots, etc.			
Bollard Lights	N/A	HOA or Metro District	N/A	HOA or Metro District	Located along pedestrian trails.			
Pedestrian Lighting of Trails	N/A	HOA or Metro District	N/A	N/A	• Not yet identified or located.			
Sidewalks/Paths in Rights-of-Way	Town	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	When improvements completed and accepted	HOA or Metro District	<ul style="list-style-type: none"> • Snow removal on sidewalks and bike paths within the Haymeadow development should be the responsibility of one entity, not multiple entities, for coordination sake. • Plow snow from designated school route paths any day that school is in session by 7:00 a.m. when snow accumulations exceed (or may reasonably be expected to exceed) 2" as assessed between 4:00 a.m. and 5:00 a.m. daily. Designated school routes to be determined when school is constructed.
Alleys	HOA or Metro District	N/A	HOA or Metro District	<ul style="list-style-type: none"> • Snow removal on alleys within the Haymeadow development should be the responsibility of one entity, not multiple entities, for coordination sake. • Public access and utility easements. • Repair, maintain, and replace alley paving to provide a traveled surface similar to other public streets within the Town of Eagle. 				
Parallel On-Street Parking within Town Rights-of-Way	Town	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	N/A	HOA or Metro	
Perpendicular Parking within Town Rights-of-Way (possibly future phases)	TBD							

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Parking Lot Lights	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	N/A	HOA or Metro	
Public Streets Sylvan Lake Road, Mount Hope, Snowing Peak, Red Peak Way	Town	Town	Town	Town	Town	When improvements completed and accepted	Town	Town will remove snow from the public streets. There is no schedule or amounts when this will occur.
Striping of Parking Lots and Private Parking	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	HOA or Metro District	When improvements completed and accepted	N/A	
Striping of Public Streets and Public Parking on Red Peak Way	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Public Street/Right Of Way Signage	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Private Parking, Alley and Private Streets Signage	Metro District	Metro District	Metro District	Metro District	Metro District	When improvements completed and accepted	N/A	
Storm Drainage								
Public Drainage Facilities within Public Rights-of-Way, dedicated town drainage easements, and town Open Space	Town	Town	Town	Town	Town	Final Acceptance as determined by the Town Engineer. Ownership shall be identified on a Storm Drainage Map included with each filing.	Town	<ul style="list-style-type: none"> • Town responsible for maintaining drainage functionality, • HOA or Metro shall be responsible for overlying landscaping such as leaves, grass clippings, etc. • <u>Public Drainage Facilities</u>: Includes curbs, gutters, roadside ditches, grates, inlets, culverts, and detention ponds.
Private Drainage Facilities	HOA or Metro District	HOA or Metro District	HOA or Metro District	Town	HOA or Metro District	Ownership shall be identified on a Storm Drainage Map included with each filing.	HOA or Metro	<ul style="list-style-type: none"> • <u>Private Drainage Facilities</u>: Includes curbs, gutters, roadside ditches, grates, inlets, culverts, and detention ponds. Culverts for private driveways are the responsibility of the owner of the driveway.
Utilities								
Shallow Utilities		Each Entity is responsible for their own utility				N/A		

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Gas		Each Entity is responsible for their own utility					N/A	
Electric		Each Entity is responsible for their own utility					N/A	
Communications		Each Entity is responsible for their own utility					N/A	
Water Main and Water Service to Curb Stop or Right of Way / Easement	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Water Service from Curb Stop or Right of Way / Easement to structure.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	Town	HOA or Metro District or Homeowner.	N/A	N/A	
Fire Hydrants	Town	Town	Town	Town	Town	When improvements completed and accepted	HOA or Metro District	
Sanitary Sewer Main	Town	Town	Town	Town	Town	When improvements completed and accepted	N/A	
Sanitary Sewer Service	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	HOA or Metro District or Homeowner.	Town	HOA or Metro District or Homeowner.	N/A	N/A	
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Non Potable System								
Irrigation Ditches and Ponds	N/A	Metro District			Metro District	N/A	N/A	<ul style="list-style-type: none"> * Service agreements with Town for Recreation site, parks, etc. and with ECSD for School site, with HOAs for local parks. * Irrigation ditches and ponds to be operated seasonally. ② The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. Warm springs is to service the northern 12 acres and Haymeadow is to service the southern 24 acres.

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Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Pump Back System	N/A	Metro District			Metro District	N/A	N/A	
Water Features	N/A	Metro District			Metro District	N/A	N/A	
Fire Station/Maintenance Facility/School Site/Recreation Site								
Fire Station	Fire District	Fire District			Fire District	With first Final Plat of Neighborhood A1		<ul style="list-style-type: none"> ▪ Dedicated to Fire District as set forth in the Haymeadow ADA ▪ Timing of construction to be determined in a separate agreement with Fire District.
School Site (prior to School construction)	Town	Metro District			Metro District	With first Final Plat of Neighborhood A1		<ol style="list-style-type: none"> 1. Town contract with ECSD on land in trust for school use/or later sale for development with purchase being fee in lieu to ECSD. 2. Metro District to maintain healthy native vegetation until developed per the terms of the preliminary plan. 4. The District or HOA shall be perpetually responsible for delivery of raw irrigation water to Tract E as defined in preliminary plan. Warm springs is to service the northern 12 acres and Haymeadow is to service the southern 24 acres. 3. In the event the Town utilizes Tract E for other purposes, Haymeadow will not be responsible for the revegetation of those disturbed areas. 4. Haymeadow is still responsible for irrigation of disturbed areas, unless maintenance has been assumed by the Town. 5. When the construction of any improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E, until such time that construction of a building or structure commences.
School Site (when School constructed)	School District	School District			School District	When ECSD commits to build school at site		

EXHIBIT B

Ownership Maintenance Dedication Funding Matrix

2/6/2024

Item	Land Ownership	Maintenance	Replacement	Enforcement	Revenue Source	Timing of Dedication	Snow Removal	Notes/Comments
Recreation Site (prior to being developed)	Town	Metro District			Metro District	With first Final Plat of Neighborhood A1		1. Metro District to maintain healthy native vegetation until developed. 2. In the event the Town utilizes Tract E for other purposes, Haymeadow will not be responsible for the revegetation of those disturb areas. Haymeadow is still responsible for irrigation of disturbed areas, unless maintenance has been assumed by the Town. 3. When the construction of any improvements upon Tract E commences, all duties of the District, in relation to maintenance of the affected portion of Tract E, shall terminate and maintenance responsibility will be assumed by the Town. The Town will maintain any portion of Tract E that has been improved upon. The District will continue to be responsible for all unimproved portions of Tract E (as specified in the preliminary plan), until such time that construction of a building or structure commences.
Recreation Site (when developed)	Town	Town and Mountain Recreation Dist			Town and Mountain Recreation Dist	With first Final Plat of Neighborhood A1	Town	
Other								
Mail Cluster Boxes	N/A	Master HOA or Metro District			Metro District	N/A		* Owned by Master HOA or Metro District.
Dog Bag Stations	N/A	Master HOA or Metro District			Metro District	N/A		* Owned and maintained by Master HOA or Metro District.

* Are the maintenance/replacement tasks for "Ouzel Park" (Trailhead Park) specialized enough (in equipment and amenities) that the park ought to be managed, on a daily basis, by full time staff as opposed to being managed on a less frequent basis by an outside contractor?
Most other mowing will be HOA responsibility and will be contracted with private entity.

** "Neighborhood Park" to be part of first Final Plat of Neighborhood A1 and to be constructed as part of the Subdivision Improvements Agreement. Remaining neighborhood green space to be dedicated and