

**FIRST AMENDED REAL PROPERTY
CONVEYANCE AND AGENCY AGREEMENT**

THIS FIRST AMENDED REAL PROPERTY CONVEYANCE AND AGENCY AGREEMENT (“Agreement”) effective the 1st day of November, 2023 (the “Effective Date”), by and between CHATFIELD FARMS NO 1A HOMEOWNERS’ ASSOCIATION INC., a Colorado nonprofit corporation (“HOA”), and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado (“District”). Together, HOA and District are referred to herein as the “Parties” and each a “Party.”

RECITALS

A. The HOA is the owner of the real property located in Douglas County, Colorado, more particularly described on **Exhibit A**, attached hereto and made a part hereof (the “Property”).

B. Subject to consent by 80% of the total vote of its members pursuant to Article X, Section 2(a) of the Declaration of Covenants, Conditions, and Restrictions of Chatfield Farms Filing No. 1-A (“Declaration”), the HOA intends to convey the Property to District or to a designated third party as further set forth below.

C. Prior to the conveyance to the District, the District has agreed to negotiate disposition of the Property with third parties on the HOA’s behalf.

D. The HOA and District are entering this Agreement to facilitate District’s negotiation of disposition of the Property and conveyance of the Property to the District.

E. This Agreement is intended to replace and supersede the Real Property Conveyance and Agency Agreement dated October 31, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the HOA and District hereby represent, covenant, and agree as follows:

1. Conveyance of Property. The HOA shall convey the Property to the District or to a designated third party upon obtaining the approval of 80% of the total vote of the members if such approval is obtained prior to the Expiration Date of this Agreement. The HOA’s Board shall have authority to determine the form and terms of the conveyance, including consideration, if any, for the Property. Upon obtaining the requisite vote of the membership, unless the HOA and District mutually agree in writing that the Property is to be conveyed to a third party prior to the Expiration Date, the HOA agrees to convey and the District agrees to accept the Property.

2. Appointment of District as Temporary Agent. The HOA hereby appoints the District as its agent to act for it in any lawful way in connection with the negotiation regarding disposition of the Property to a third party. Provided, however, any such conveyance shall be

conditioned on HOA written approval and the District shall not have authority to enter into any buy-sell agreement on the HOA's behalf.

3. District Representations. The District hereby covenants and agrees to the following: (a) the District shall not assign this agreement to any other person or entity without the prior written consent of HOA, which consent will not be unreasonably withheld, conditioned or delayed; and (b) District shall not convey any interest in the Property without the prior written consent of HOA.

4. Term. This Agreement is valid from the Effective Date until the Property is conveyed to District (or designated third party), or until November 30, 2024, whichever date is earlier ("Expiration Date"). No provision of this Agreement shall survive the Expiration Date.

5. Miscellaneous Provisions. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Douglas County District Court. This Agreement constitutes the entire Agreement between the Parties and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Neither Party shall assign this Agreement without the written consent of the other Party, except that the District may assign this Agreement without consent to any successor legal entity resulting from the consolidation, merger, or other unification of the District and another public agency, provided that the consolidation, merger, or other unification does not adversely affect the rights of the HOA under this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

6. Governmental Immunity. Nothing in this Agreement is intended to be, and will not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to or enjoyed by District or its directors, officers, employees, volunteers, or Districts under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

IN WITNESS WHEREOF, the Parties have made effective this Agreement the date first above written.

HOA:

CHATFIELD FARMS NO 1A HOMEOWNERS
ASSOCIATION INC.,
a Colorado nonprofit corporation

By: Michele Olds
Name: Michele Olds
Title: President

DISTRICT:

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT,
a political subdivision of the State of Colorado

By: Mark Rubic
Name: Mark Rubic
Title: RVMD Board
President

EXHIBIT A
REAL PROPERTY DESCRIPTION

Parcel

1. 2227-354-18-001 TRACT G CHATFIELD FARMS FILING 1-A 0.07 AM/L
2. 2227-351-01-045 TRACT H-1 CHATFIELD FARMS 1-A 3RD AMD 0.03AM/L
3. 2227-351-01-042 TRACT I 1 CHATFIELD FARMS 1-A 3RD AMD 3.05 AM/L
4. 2227-352-01-001 TRACT O CHATFIELD FARMS FILING 1-A 0.48 AM/L