

EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT

This Extraterritorial Wastewater Service Agreement (the “**Agreement**”) is entered into this 25th day of June, 2026, by and between Woodmen Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and ACM ALF VIII JV Sub II LLC, a Delaware limited liability company (the “**Property Owner**”). The District and Property Owner are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Woodmen Hills Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District was organized for the purpose of providing water, wastewater and parks and recreational services in accordance with the Service Plan of Woodmen Hills Metropolitan District, approved by the County of El Paso, Colorado on June 29, 1995 (the “**Service Plan**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, § 32-1-1001(1)(k), C.R.S. provides that the District has the power to furnish services and facilities without the boundaries of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District has adopted the Amended and Restated Rules and Regulations, dated August 24, 2023 (the “**Rules and Regulations**”) which provides the rules and regulations concerning the District’s water and wastewater systems; and

WHEREAS, the District owns and operates wastewater treatment facilities (the “**Public Wastewater System**,” as further defined in the Rules and Regulations) which provides wastewater treatment services; and

WHEREAS, Property Owner owns certain real property located within the boundaries of the Waterbury Metropolitan District No. 1 (“**Waterbury**”), as further identified in **Exhibit A** (the “**Property**”); and

WHEREAS, Property Owner desires wastewater treatment services from the District; and

WHEREAS, the District desires to provide extraterritorial wastewater services to Property Owner as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. GENERAL STATEMENT. The real property eligible for wastewater treatment service under the terms of this Agreement is limited to the Property. The Property is located entirely outside of the existing boundaries of the District. Improvements on the Property which may be connected to the Public Wastewater System lines shall be limited to those necessary to enable Property Owner to connect to the Public Wastewater System.

2. CONNECTION TO THE PUBLIC WASTEWATER SYSTEM. The District hereby grants to Property Owner the right to connect to the Public Wastewater System on the following terms and conditions.

- a. The Property Owner agrees that the Property shall be subject to the terms and conditions of the District's Rules and Regulations, as may be amended from time to time.
- b. The Property Owner agrees that it will obtain wastewater services exclusively from the District on a perpetual basis. The Property Owner agrees that it will not seek annexation, connection or inclusion into a municipality or special district other than Woodmen Hills Metropolitan District without first obtaining the written consent, in form satisfactory to the District, of such municipality or special district to the exclusive provision of wastewater service by the District as set forth herein.
- c. The Property Owner (or Waterbury, pursuant to a separate agreement with Property Owner) shall be responsible for the financing, design, permitting, construction and installation of all improvements necessary to connect to the District's wastewater systems and facilities, which are determined by the District, in its sole discretion, to be necessary to serve the Property (the "**Improvements**"), as further defined in the Rules and Regulations.
- d. Prior to the construction or installation of all or any portion of the Improvements, the Property Owner shall submit detailed engineering plans and specifications for the Improvements for approval by the District. The District shall conduct periodic inspections during the course of the construction and installation of the Improvements to assure compliance with the approved plans and specifications. When construction or installation of the Improvements is complete, the Property Owner shall notify the District. No taps may be issued until the District has inspected the Improvements and provided the Property Owner with a notice of approval of the same.

- e. Property Owner shall convey to the District all easements or rights of way necessary for, as determined by the District, the installation, repair, replacement, reconstruction and inspection of all Improvements required to serve the Property, in a form reasonably acceptable to the District.

3. WASTEWATER FEES AND CHARGES. The Property shall be subject to all applicable District fees, rates, tolls and charges as provided for in the Rules and Regulations, dated November 20, 2025, as amended by the Seventh Amendment to the Resolution Regarding District Charges and Fees (2026 Fee Schedule), as may be amended from time to time, which may include, but are not limited to, system development fees, tap fees, and wastewater service fees. The District may impose surcharges, suspend the provision of wastewater services to the Property, or take any other action allowed by the District's Rules and Regulations against the Property Owner, the Property and/or residents within the Property for non-payment of such service fees. All charges assessed by the District, until paid, shall constitute a perpetual lien against the Property.

4. WAIVER AND INDEMNIFICATION. Property Owner shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Property Owner or any of its contractors, officers, agents or employees, in connection with the construction, installation, maintenance, repair, replacement, or use of the Improvements. Notwithstanding anything else in this Agreement or otherwise to the contrary, Property Owner is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee.

5. RECORDING. This Agreement shall be recorded with the El Paso County Clerk and Recorder.

6. INUREMENT. The Parties intend that the terms and condition of this Agreement shall run with the Property and shall be binding upon the Property Owner and its successors and assigns in and to all or any part of the Property and any future owner(s) of the Property.

6. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested, or email. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any

party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 8 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

The District:	Woodmen Hills Metropolitan District 8046 Eastonville Rd Falcon, CO 80831 Attention: Carter Bullion Phone: (719) 495-2500 Email: carter.bullion@whmd.org
With a Copy to:	WBA, PC 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Blair M. Dickhoner, Esq. Phone: (303) 858-1800 E-mail: bdickhoner@wbapc.com
Property Owner:	ACM ALF VIII JV Sub II LLC c/o Westside Investment Partners, Inc. 8350 E. Crescent Parkway, Suite 200 Greenwood Village, CO 80111 Attn: Matt Hengel Phone: (303) 210-4929 Email: mhengel@westsideinv.com
With a Copy to:	McGeady Becher Cortese Williams P.C. 450 E. 17 th Ave, Ste 400 Denver, CO 80203 Attention: Paula Williams Phone: 303-592-4380 Email: pwilliams@specialdistrictlaw.com

7. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or any of its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended from time to time.

8. GOVERNING LAW. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Colorado and shall be binding upon and insure to the benefit of the Parties and their successors and assigns. The place of venue shall be El Paso County, Colorado.

9. SEVERABILITY. If any provision of this Agreement or the application thereof to any person, party, or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons, parties, or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

10. AMENDMENT. This Agreement may be amended, altered, or modified only written instrument, validly executed by the Parties.

11. ASSIGNMENT. Neither Party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party.

12. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their successors and assigns and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. WAIVER. Any failure to enforce or waiver of any breach of any of the provision of this Agreement shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile or electronic copies of signatures shall be valid as originals, 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, including the rules of evidence applicable to court proceedings.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above set forth.

THE DISTRICT:
WOODMEN HILLS METROPOLITAN
DISTRICT, a quasi-municipal corporation
 and political subdivision of the State of
 Colorado



 Troy D Stinson (Jul 17, 2026 12:14:08 MDT)

 Officer of the District

ATTEST:



 Wayne Krzemien (Jul 18, 2026 08:23:18 MDT)

*District's Signature Page to Extraterritorial Wastewater Service Agreement,
 dated June 25, 2026*

PROPERTY OWNER:

Andrew R. Klein
Printed Name
[Signature]
Signature

Printed Name

Signature

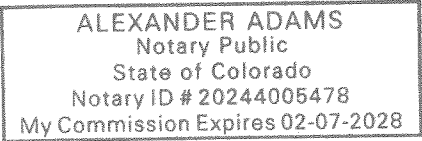
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 16th day of 2026
2026, by Andrew R. Klein.

Witness my hand and official seal.

My commission expires: 02/07/2028

[Signature]
Notary Public



*Property Owner's Signature Page to Extraterritorial Wastewater Service Agreement,
dated June 25, 2026*

EXHIBIT A
(Property)



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EXHIBIT A**LEGAL DESCRIPTION: WATERBURY OVERALL**

A TRACT OF LAND BEING A PORTION OF SECTION 28, A PORTION THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, AND A PORTION THE EAST HALF SECTION 29, ALL IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SAID SECTION 28, BEING MONUMENTED AT EACH END BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND ASSUMED TO BEAR S89°47'04"E, A DISTANCE OF 5,285.07 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE ON THE WEST LINE OF SAID SECTION 28, S00°31'09"E, A DISTANCE OF 1,319.39 FEET TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 28; THENCE ON SAID SOUTHERLY LINE, S89°47'08"E, A DISTANCE OF 800.82 TO A POINT ON THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NUMBER 217092201, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ON THE SAID SOUTHERLY LINE, S89°47'08"E, A DISTANCE OF 4,480.60 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 28; THENCE S00°21'42"E ON THE EASTERLY SECTION LINE OF SAID SECTION 28, A DISTANCE OF 1,319.24 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 28; THENCE N89°47'16"W ON SAID SOUTHERLY LINE, A DISTANCE OF 2,638.91 FEET TO THE CENTER OF SAID SECTION 28; THENCE S00°28'21"E ON THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1,952.82 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF A SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 208025323 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE ON SAID NORTHERLY BOUNDARY THE FOLLOWING TWENTY-ONE (21) COURSES:

1. ON AN ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 640.00 FEET, A DELTA ANGLE OF 05°50'23", AN ARC LENGTH OF 65.23 FEET, AND WHOSE LONG CHORD BEARS S41°24'54"W, A DISTANCE OF 65.20 FEET TO A POINT OF TANGENCY;
2. S38°29'42"W, A DISTANCE OF 283.74 FEET;
3. N50°51'09"W, A DISTANCE OF 50.33 FEET;
4. N90°00'00"W, A DISTANCE OF 64.36 FEET;
5. S81°21'20"W, A DISTANCE OF 79.00 FEET;
6. S69°17'32"W, A DISTANCE OF 67.16 FEET;
7. S62°43'20"W, A DISTANCE OF 59.22 FEET;
8. S80°50'46"W, A DISTANCE OF 53.31 FEET;
9. N72°21'55"W, A DISTANCE OF 39.19 FEET;
10. N65°00'13"W, A DISTANCE OF 28.10 FEET;
11. N80°32'47"W, A DISTANCE OF 61.96 FEET;
12. N88°09'15"W, A DISTANCE OF 52.66 FEET;
13. S82°46'11"W, A DISTANCE OF 108.65 FEET;
14. N61°19'38"W, A DISTANCE OF 141.06 FEET;



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15. N80°48'35"W, A DISTANCE OF 101.84 FEET;
16. N64°09'57"W, A DISTANCE OF 94.87 FEET;
17. N47°17'41"W, A DISTANCE OF 86.33 FEET;
18. N33°21'54"W, A DISTANCE OF 38.41 FEET;
19. S00°00'00"E, A DISTANCE OF 472.54 FEET, TO A POINT ON CURVE;
20. ON AN ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 1405.00 FEET, A DELTA ANGLE OF 26°14'01", AN ARC LENGTH OF 643.30 FEET, AND WHOSE LONG CHORD BEARS S77°16'32"W, A DISTANCE OF 637.69 FEET TO A POINT OF TANGENCY;
21. S64°09'32"W, A DISTANCE OF 777.32 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF "4 WAY RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 206712416 IN THE RECORDS OF SAID EL PASO COUNTY;

THENCE ON SAID EASTERLY BOUNDARY OF "4 WAY RANCH FILING NO. 1", THE FOLLOWING THIRTEEN (13) COURSES:

1. N01°31'24"E, A DISTANCE OF 230.23 FEET;
2. N01°58'45"E, A DISTANCE OF 267.96 FEET;
3. N38°56'07"E, A DISTANCE OF 145.18 FEET;
4. N28°06'29"W, A DISTANCE OF 415.84 FEET;
5. N40°37'02"W, A DISTANCE OF 70.00 FEET, TO A POINT ON CURVE;
6. ON THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 1,135.00 FEET, A DELTA ANGLE OF 02°07'07", AN ARC LENGTH OF 41.97 FEET, AND WHOSE LONG CHORD BEARS S48°19'25"W, A DISTANCE OF 41.96 FEET, TO A POINT ON CURVE;
7. N44°30'10"W, A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;
8. ON AN ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 565.00 FEET, A DELTA ANGLE OF 21°00'17", AN ARC LENGTH OF 207.13 FEET, AND WHOSE LONG CHORD BEARS N34°00'02"W, A DISTANCE OF 205.97 FEET TO A POINT OF TANGENCY;
9. N23°29'53"W, A DISTANCE OF 586.57 FEET TO A POINT OF CURVE;
10. ON AN ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 41°24'35", AN ARC LENGTH OF 28.91 FEET, AND WHOSE LONG CHORD BEARS N02°47'36"W, A DISTANCE OF 28.28 FEET TO A POINT OF REVERSE CURVE;
11. ON AN ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 98°17'54", AN ARC LENGTH OF 102.94 FEET, AND WHOSE LONG CHORD BEARS N31°14'16"W, A DISTANCE OF 90.77 FEET TO A POINT ON CURVE;
12. N09°36'47"E, A DISTANCE OF 290.54 FEET;
13. N28°23'01"W, A DISTANCE OF 380.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF EASTONVILLE ROAD;

THENCE ON SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES:

1. N38°15'31"E, A DISTANCE OF 1,103.29 FEET;
2. N37°34'53"E, A DISTANCE OF 508.84 FEET TO A POINT OF CURVE;
3. ON AN ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 1,630.00 FEET, A DELTA ANGLE OF 10°56'42", AN ARC LENGTH OF 311.37 FEET, AND WHOSE LONG CHORD BEARS N32°06'32"E, A DISTANCE OF 310.90 FEET TO THE POINT OF ON THE BOUNDARY OF THE DOCUMENT RECORDED UNDER RECEPTION 217092201;



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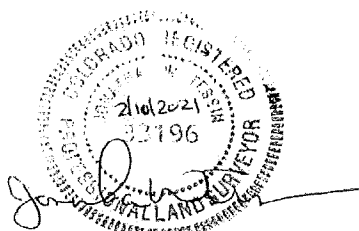
THENCE ON THE EASTERLY BOUNDARY LINE OF SAID DEED RECORDED UNDER
 RECEPTION NUMBER 217092201, THE FOLLOWING TWO (2) COURSES:

1. N59°05'37"E, A DISTANCE OF 206.76 FEET;
2. N42°17'36"E, A DISTANCE OF 204.36 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 13,994,575 SQUARE FEET OR 321.271 ACRES,
 MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE
 STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS
 PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE,
 INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
 COLORADO PLS NO. 33196
 FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

EXHIBIT A

