TOLLING AGREEMENT

This Tolling Agreement (this "**Agreement**") is made and effective this 12th day of November, 2020 ("**Effective Date**") by and between H4 INVESTMENTS, LLLP, a Colorado limited liability limited partnership; COMMERCE PLACE, INC., a Colorado corporation; KREMMLING CENTER, INC., a Colorado corporation; DAVID W. HAMMER; and KAREN J. HAMMER; (collectively, "Hammer"); CITY OF COMMERCE CITY, a Colorado home rule municipal corporation (the "City"), and SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, a Colorado Special District (the "District"),

RECITALS

A. As set forth in a letters dated May 28, 2019, Hammer has made certain claims related to the installation of a sewer line, or other utility line, and associated man holes that Hammer alleges were constructed outside of any existing utility easement, including without limitation inverse condemnation and claims arising from the Colorado Governmental Immunity Act, C.R.S. §24-10-109 ("Claims").

B. The City and the District believe that the Claims are barred by the statute of limitations or similar rule of law or equity.

C. The Parties desire to provide for the tolling of any applicable statutes of limitations or similar defenses relating to the Claims and to mutually preserve and retain all of their legal or equitable rights, claims, and defenses that they have or may have against one another relating to the construction of the sewer line that Hammer believes encroaches on the Hammer property.

WHEREFORE, in consideration of the promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement shall be six from the Effective Date through and including May 1, 2021, or until terminated by either Party pursuant to Section 6 herein ("**Term**"), provided, however, that the parties may agree in writing to extend this Agreement for an additional six (6) months. Upon expiration of the Term, all applicable limitation periods, including statutes of limitations, statutes of repose, waiver, estoppel, laches or any similar limitations period, and any other defense in law or equity with respect to potential claims shall resume and shall include all periods except those covered by this Agreement, as stated in Section 2, below.

2. Tolling of Statute of Limitations. The Parties agree that the running of any and all applicable statutes of limitations, repose, laches, or other defenses or limitations related to the passage of time, on actions that relate to Claims shall be tolled and suspended during the term of this Agreement, and any action on Claims initiated within the term of this Agreement shall be deemed filed on the date hereof. The time during the term of this Agreement (including the Effective Date and the effective date of termination of this Agreement as set forth in Section 6)

herein shall not be included in computing any statute of limitations for the Claims, nor will that time period be considered in relation to a defense of laches, waiver, or any other time-based doctrine, rule, law or statute. Nothing in this Agreement shall have the effect of reviving any claims that are otherwise barred by any statute of limitations or repose or similar rule of law or equity prior to the Effective Date or that would be barred by the aggregation of time accruing prior to the Effective Date and after the termination of this Agreement.

3. During the Term, the Parties covenant and agree not to sue each other or bring any lawsuits, arbitrations, actions or other claims against one another relating in any way to, arising from or related to the Claims.

4. Remedies and Defense upon Expiration of the Term of this Agreement. Upon the expiration of this Agreement, the Parties shall retain any and all legal or equitable remedies and defenses they may have or may believe they have arising from or related to the Claims, including without limitation a defense or argument based on any statute of limitations for the Claims, nor will the time period covered by the term of this Agreement be considered in relation to a defense of laches, waiver, or any other time-based doctrine, rule, law or statute.

5. No Admissions. Nothing in this Agreement is intended as, shall constitute, or be offered or used as evidence of an admission by any Party of any liability or fault or factual allegation with respect to the Claims or the timeliness of the Claims (except for the period of time covered by the term of this Agreement).

6. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to its subject matter, and no statement, promise, or inducement made by any of the Parties or agent of the Parties that is not contained in this Agreement shall be valid or binding.

7. Termination. Either Party may terminate this Agreement by providing sixty (60) days' notice of its termination to the other Party. Until the sixty-first (61st) day after such notice of termination is given, this Agreement shall remain in full force and effect. To be valid, written notice of termination must be delivered by a reputable overnight delivery service and by email, as follows:

If to Hammer:

Mikaela Rivera
Waas Campbell Rivera Johnson & Velasquez, LLP
1350 17th Street, Suite 450
Denver, CO 80202

If to the City

Robert D. Sheesley

City Attorney
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

If to the District:

James M. Mock, Esq.
South Adams County Water and Sanitation District
6595 East 70th Ave
Commerce City, CO 80037

8. Execution. This Agreement may be executed in counterparts and electronically all of which shall have full force and effect.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective predecessors, successors and assigns.

10. Applicable Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado.

11. No Oral Modification. This Agreement shall not be modified or altered except in writing signed by the Parties.

David Hammer

Karen Hammer

COMMERCE PLACE, INC.

By: _____
Name: David Hammer
Title: President
Date: 11/12/2020

H4 INVESTMENTS, LLLP

By: _____ Member - Manager
Name: David W. Hammer
Title: Member - Manager
Date: 11/12/2020

CITY OF COMMERCE CITY

By: _____
Name: Robert Sheesley
Title: City Attorney
Date: November 12, 2020*
*Subject to Council ratification.

SOUTH ADAMS COUNTY WATER &
SANITATION DISTRICT

By: _____
Name: James M. Mock
Title: General Counsel
Date: November 12, 2020

Krammling Center, Inc.

By: _____, Pres.
Name: David W. Hammer
Title: President
Date: 11/12/2020