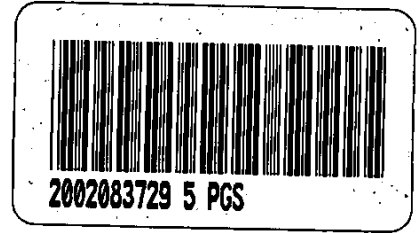


**DOUGLAS COUNTY  
CLERK AND RECORDER  
301 WILCOX ST.  
CATLE ROCK, CO 80104**



OFFICIAL RECORDS  
DOUGLAS COUNTY, CO  
CAROLE R. MURRAY  
CLERK & RECORDER  
RECORDING FEE: \$20.00  
5 PGS  
# 2002083729  
08/21/2002 09:31 AM

**THIS SPACE IS FOR RECORDER'S USE ONLY**

*Easement Agreement*

(PLEASE FILL IN DOCUMENT TITLE (S) ON THIS LINE)

*Unofficial Copy*

**COURTESY OF DOUGLAS COUNTY CLERK AND RECORDER  
THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee will apply as of 9/01/02)**

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT  
EASEMENT AGREEMENT  
CHATFIELD FARMS FILING NO. 1-A**

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 14 day of JUNE, 2002, by and between CHATFIELD FARMS FILING NO.1-A HOMEOWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation whose address is c/o Land Securities Investors, Ltd., 10901 W. Toller Drive, Littleton, Colorado 80127 ("Grantor"), and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to District, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual non-exclusive easement in gross (the "Easement") in, over, under, and through the parcel of real property located within Douglas County, Colorado, more particularly described as Tract B, Chatfield Farms Filing No. 1-A ("Tract B").

Grantor represents and warrants to District that it is the sole owner of Tract B. Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the Easement by, through, or under Grantor.

As further consideration, the Easement granted by Grantor, and is accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement is granted to permit Grantee to operate and maintain a public park on Tract B (the "Park") and, at its option, install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove any facilities and appurtenances reasonably related to such operation and maintenance (the "Park Improvements"). Grantee shall operate and maintain the Park to the same standard as it operates and maintains other public parks in the Roxborough Village Metropolitan District, subject to the following:

(a) Until the time of final acceptance by Douglas County of the Subdivision Improvements, as defined in the Subdivision Improvements Agreement between the Douglas County Board of County Commissioners and the developer of Chatfield Farms Filing No. 1-A, and until a satisfactory inspection of Tract B is conducted by Grantee, Grantor, and not Grantee, shall be responsible for all maintenance of the Park and any improvements located therein at its sole expense.

(b) Grantee will not be responsible for the maintenance of any improvements located on Tract B, including any drainage facilities or improvements, other than the Park Improvements.

2. The Easement shall be for the use and benefit of Grantee, its successors, and assigns. Grantor may grant to others the rights to use Tract B, so long as such uses are not inconsistent with

and do not interfere with the use of Tract B by Grantee as a public park. Any person or entity acting through or with the authorization or permission of Grantor shall obtain Grantee's written consent prior to any land disturbance within Tract B to minimize the possibility of any damage to or destruction of the Park Improvements, and shall restore any portion of the surface of Tract B, or the improvements located thereon, that have been disturbed to the same condition they were in immediately prior to the disturbance.

3. Grantee is hereby granted the right of subjacent and lateral support for the Park Improvements. It is specifically agreed between the parties that, except as provided in this Easement Agreement, Grantor shall not take any action that would impair the lateral or subjacent support for the Park Improvements.

4. Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective successors and assigns of Grantor and Grantee.

5. The rights and responsibilities set forth in this Easement Agreement are intended to be real covenants on the Easement Premises, and are to run with the land until the Easement is extinguished pursuant to the terms set forth herein.

6. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

7. Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery or upon transmission by telecopier or similar facsimile transmission device, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

IF TO GRANTOR:

*Alan R. Fishman*, President  
Chatfield Farms Filing No.1-A Homeowners'  
Association, Inc.  
c/o Land Securities Investors, Ltd.  
10901 W. Toller Drive  
Littleton, Colorado 80127

IF TO DISTRICT:

Roxborough Village Metropolitan District  
Attention: Dave Yamada, Manager  
R.S. Wells, L.L.C.  
Fiddler's Green Center, Building 1  
6399 South Fiddler's Green Circle, Suite 102

Greenwood Village, Colorado 80111-4974

WITH A COPY TO:

Ernie Fazekas  
Folkestad & Fazekas, P.C.  
316 Wilcox Street  
Castle Rock, Colorado 80104

or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

8. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, and governmental regulations.

9. If any clause, provision, subparagraph, or paragraph set forth in this Easement Agreement is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Agreement shall not be affected thereby.

10. The terms and provisions contained in this Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and non-exclusive.

12. Except as otherwise provided herein, this Easement Agreement may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement the day and year first appearing herein.

GRANTOR:



CHATFIELD FARMS FILING NO.1-A  
HOMEOWNERS' ASSOCIATION, INC.,  
a Colorado non-profit corporation

By: Alan R. Fishman, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 14 day of June, 2002, by Alan R. Fishman, President of Chatfield Farms Filing No.1-A Homeowners' Association, Inc., as Grantor.

Witness my hand and official seal.

My commission expires: 7-23-2005



Richard Silverstein  
Notary Public

DISTRICT:

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

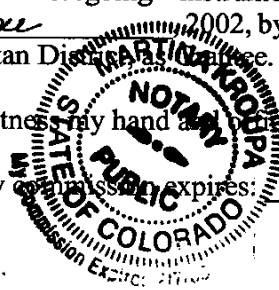
By: David R. Heldt, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Windsor )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2002, by David Heldt, President of Roxborough Village Metropolitan District, as Grantee.

Witness my hand and official seal.

My commission expires: 2/7/05



Martine Kroppa  
Notary Public