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CO Jack Arrowsmith, Clerk & Recorder

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
EASEMENT AGREEMENT
TRACT E-1, CHATFIELD FARMS FILING NO. 1-A, 2ND AMENDMENT**

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 17th day of MARCH, 2009, by and between CHATFIELD FARMS FILING NO. 1-A HOMEOWNERS' ASSOCIATION, INC., a Colorado non-profit corporation, whose address is 390 Interlocken Crescent, Suite 500, Broomfield, CO 80021-8041 ("Grantor"), and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). Grantor and the District may be individually referred herein to as a "Party" and may be collectively referred to herein as the "Parties".

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 the 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 E-1, Chatfield Farms Filing No. 1-A, 2nd Amendment, as shown on the plat of said filing recorded on February 10, 2005, at Reception No. 2005012389, in the public records of Douglas County, Colorado ("Tract E-1").

Grantor represents and warrants to the District that it is the sole owner of Tract E-1. Grantor will warrant and defend the title to the District, 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 is accepted by the District, pursuant to the following terms and conditions:

1. The Easement is granted to permit the District to operate and maintain a public active park and playground on Tract E-1 (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"). The District shall operate and maintain the Park to the same standard as it operates and maintains other similar parks within the District. The District shall not be responsible for the maintenance of any improvements located within Tract E-1, including any drainage facilities or improvements, other than the Park Improvements.

2. The Easement shall be for the use and benefit of the District, its successors and

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assigns. Any person or entity acting through or with the authorization or permission of Grantor shall obtain District Manager's written approval prior to any land disturbance within Tract E-1 to minimize the possibility of any damage to or destruction of the Park Improvements.

The restoration of any disturbed portion of the surface of Tract E-1, or the repair of any improvements including Park Improvements located thereon, that were not caused by the District's activities within Tract E-1, shall be the responsibility of Grantor, its successors and assigns in perpetuity. The restoration of the surface of Tract E-1 or repair of damage to any improvements shall be to the same condition as existed immediately prior to the disturbance or damage. In the event that such restoration is not performed by Grantor in accordance with the terms of this Easement Agreement or not performed to the District's satisfaction, then the District shall have the right to perform all necessary restoration and repair work, after thirty (30) days prior written notice to Grantor. The cost of such restoration and repair work shall be refunded to the District by Grantor. If Grantor fails to reimburse the District within thirty (30) days after submission of the bill for the costs incurred, such unpaid costs shall constitute a perpetual lien on and against Tract E-1, and such lien may be foreclosed upon in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

3. The District 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 the District.

5. The rights and responsibilities set forth in this Easement Agreement are intended to be real covenants on Tract E-1, 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 attorneys' fees and court costs, as determined by the court.

7. All notices, consents or other instruments or communications provided for under this Easement Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given and received (a) when actually delivered and received in person, (b) on the next business day after deposit for delivery with a nationally recognized overnight carrier service during business hours on a business day; or (c) four (4) business days after deposit in the United States mail,

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by certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the Party at the address below or to such other address as such Party may hereafter, from time to time, designate by written notice to the other Parties, given in accordance herewith:

IF TO GRANTOR:

Chatfield Farms Filing No. 1-A Homeowners' Association, Inc.
Attn.: Dawn Bates
MSI Littleton
7921 Southpark Plaza, Suite 102
Littleton, CO 80120-4506

IF TO DISTRICT:

Roxborough Village Metropolitan District
Attn.: David Peak, District Manager
R.S. Wells, L.L.C.
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

WITH A COPY TO:

Folkestad Fazekas Barrick & Patoile, P.C.
Attn.: Ernest F. Fazekas, II, Legal Counsel
18 S. Wilcox Street, Suite 200
Castle Rock, Colorado 80104

8. The District 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 the District 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 therefore. All remedies provided herein at law and in equity shall be cumulative and non-exclusive.

12. Notwithstanding any provisions contained in this Easement Agreement to the contrary, the District does not waive or intend to waive the limitations on liability that are provided to it under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

13. Grantor agrees to indemnify and hold harmless the District from and against all claims, costs, damages, causes of action, judgments and other expenses, including attorneys' fees, arising out of or in connection with claims against the District which claims arise from, or are in any way related to any use of or activities on Tract E-1 by the Grantor, its agents, members, or employees, or invitees.

14. Nothing expressed or implied in this Easement Agreement is intended or shall be construed to confer upon, any person other than the Parties, any right, remedy, or claim under by reason of this Easement Agreement and all of the covenants, terms and provisions in this Easement Agreement shall be for the sole and exclusive benefit of the Parties.

15. Neither Party shall be liable for failure to perform hereunder if such failure is the result of Force Majeure and any time limit expressed in this Easement Agreement shall be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" shall mean causes beyond the reasonable control of a Party such as, but not limited to, accidents, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.

16. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Easement Agreement; that the individuals executing this Easement Agreement on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this Easement Agreement constitutes a valid and legally binding obligation of such Party enforceable against such Party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such Party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such Party threatened against or affecting such Party or the execution, delivery, or performance of this Easement Agreement.

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

18. This Easement Agreement is a product of the negotiation of the Parties hereto, and shall not be construed in favor of or against, any Party hereto. The Parties each acknowledge having had the opportunity to review, comment upon, and negotiate the provisions of this Easement Agreement, and having been advised to consult, and having consulted, with independent legal counsel in connection with this Easement Agreement and the transactions contemplated by this Easement Agreement. Thus, the provisions of this Easement Agreement will not be construed more favorably or strictly for or against any Party.

19. This Easement Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. This Easement Agreement may be recorded in the real property records of the office of the Clerk and Recorder of Douglas County, Colorado.

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

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Official Copy

GRANTOR:

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

By: Robert L. Giese, President

ATTEST:

By: _____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25 day of August, 2009, by Robert L. Giese as President and by _____ as Secretary of Chatfield Farms Filing No. 1-A Homeowners' Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 07/09/2011.

Stefanie Curtis
Notary Public

Unofficial Copy

GRANTOR:

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

By: not present
_____, President

ATTEST:

By: MICHAEL HRUZA
[Signature], Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of July, 2009, by not present as President and by Michael Hruza as Secretary of Chatfield Farms Filing No. 1-A Homeowners' Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

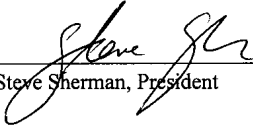
My commission expires: 11/12/2012



[Signature]
Notary Public

DISTRICT:

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

By: 
Steve Sherman, President

ATTEST:

By: 
Robert Clinard, Secretary

Unofficial Copy


STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of March, 2009, by Steve Sherman as President and by Robert Clinard as Secretary of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____.




Notary Public