

#2009076687, 10/02/2009 at 11:34:24 AM, 1 OF 8, Recording Fee \$41.00  
 Electronically Recorded Official Records Douglas County, CO Jack Arrowsmith,  
 Clerk & Recorder

**LICENSE AGREEMENT**  
**BETWEEN ROXBOROUGH VILLAGE METROPOLITAN DISTRICT AND**  
**CHATFIELD FARMS FILING NO. 1-B HOMEOWNERS' ASSOCIATION, INC.**

THIS LICENSE AGREEMENT (the "Agreement"), is made between ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision organized and existing under the laws of the State of Colorado (the "District"), and CHATFIELD FARMS FILING NO. 1-B HOMEOWNERS' ASSOCIATION, INC., a Colorado non-profit corporation (the "Licensor"). The District and the Licensor may be individually referred herein to as a "Party" and collectively as the "Parties".

**RECITALS**

A. The Licensor is the owner of Tracts A, C and E, Chatfield Farms Filing No. 1-B, as depicted on the plat of said filing recorded on March 12, 2004, at Reception No. 2004025472, in the public records of Douglas County, Colorado (collectively the "Tracts").

B. The Parties wish to enter into this Agreement to set forth their understanding regarding maintenance of the surface of the Tracts and of certain improvements located thereon;

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

1. LICENSOR'S OWNERSHIP OF TRACTS. The Licensor represents and warrants to the District that it is the sole owner of the Tracts.

2. GRANT OF LICENSE. The Licensor hereby grants to the District a license to enter upon the Tracts for the purpose of maintaining landscape improvements and trails, if any, and the landscaped median located at Campfire Street and Waterton Road (the "Median"). The District will endeavor to maintain the Tracts and the Median to the same standard as it maintains similar tracts and medians located elsewhere throughout the District.

3. DRAINAGE FACILITIES, EMERGENCY ACCESS ROAD AND OTHER IMPROVEMENTS.

a) The District will not maintain drainage ways, drainage facilities, detention ponds, or other drainage improvements located within the Tracts.

b) The District will not maintain the emergency access road located within Tract A, depicted on Exhibit A, attached hereto and incorporated by this reference.

c) The District will not maintain any improvement installed subsequent to the Effective Date of this Agreement, by any Party except the District, unless such acceptance is approved by formal action of the District's Board of Directors.

4. RESTORATION. Any person or entity acting through or with the authorization or permission of the Licensor shall obtain District Manager's written approval prior to any land disturbance within the Tracts and/or the Median to minimize the possibility of any damage to or destruction of the landscape areas or landscape improvements located within the Tracts and the Median.

5. TERM AND TERMINATION. This Agreement shall be deemed effective as of the date that it is signed by both Parties (the "Effective Date"), and shall terminate on December 31, 2009. The Agreement shall be deemed to continue for successive renewal terms of one year each, in perpetuity, unless the District does not appropriate sufficient funds to perform its duties hereunder for the next succeeding renewal term in which case this Agreement shall terminate at the end of the then current term. If this Agreement is terminated because of non-appropriation, the District shall attempt to provide notice of termination to the Licensor thirty (30) days prior to the end of the then current term but failure to give such notice shall not extend the Agreement beyond such term.

This Agreement may be terminated by the Licensor upon not less than thirty (30) days notice to the District.

This Agreement shall be terminated immediately without further action of either Party in the event that it is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason.

6. NOTICES. All notices, consents or other instruments or communications provided for under this 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, 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 the 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

## If to the Licensor:

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

7. GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained in this 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.

8. INDEMNITY. The Licensor 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 the Tracts by the Licensor, its agents, members, employees, or invitees.

9. THIRD PARTY BENEFICIARY. Nothing expressed or implied in this 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 Agreement and all of the covenants, terms and provisions in this Agreement shall be for the sole and exclusive benefit of the Parties.

10. REMEDIES. In addition to other rights and remedies afforded the Parties herein, violation or breach of any covenant or agreement herein contained 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.

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

12. FORCE MAJEURE. 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 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.

13. AUTHORITY. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this 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 Parties threatened against or affecting such Party or the execution, delivery, or performance of this Agreement.

14. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of, and be binding upon any permitted successors or assigns of the Parties.

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

16. SEVERABILITY. If any clause, provision, subparagraph, or paragraph set forth in this Agreement is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of the District and the Licensor that the remainder of this Agreement shall not be affected thereby.

17. JOINT AUTHORSHIP. This 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 Agreement, and having been advised to consult, and having consulted, with independent legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Thus, the provisions of this Agreement will not be construed more favorably or strictly for or against any Party.

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

19. CAPTIONS. The titles, headings, and captions used in this Agreement are intended solely for convenience and reference and shall not be considered in construing any of the provisions of this Agreement.

20. COUNTERPARTS. This 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.

IN WITNESS WHEREOF, the Licensor and the District have caused this Agreement to be executed on the dates set forth below.

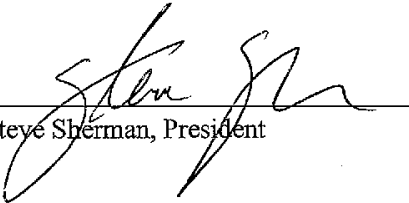
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**DISTRICT:**

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

Date: 06/16/2009

By:   
Steve Sherman, President

ATTEST:

By:   
Robert Clinard, Secretary  
*LISA LOZMAN, ASSISTANT SECRETARY*

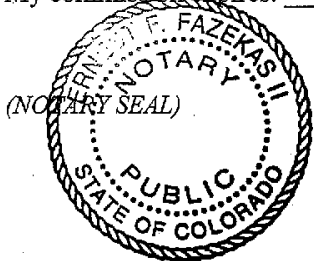
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STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )


The foregoing instrument was acknowledged before me this 16th day of June, 2009 by Steve Sherman as President of Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, and by <sup>Lisa Lozman Assistant</sup> ~~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: \_\_\_\_\_



My Commission Expires 07/26/2009

  
\_\_\_\_\_  
Notary Public

**LICENSOR:**

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

By: *Rob Burton*  
Rob Burton, President

ATTEST:

By: *Lori D Williams*  
LORI D WILLIAMS Secretary

Unofficial Copy

STATE OF COLORADO   )  
  ) ss.  
COUNTY OF DOUGLAS   )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Sept., 2009  
by Rob Burton as President of Chatfield Farms Filing No. 1-B Homeowners' Association,  
Inc., and by Lori D. Williams as Secretary of Chatfield Farms Filing No. 1-B Homeowners'  
Association, Inc.

Witness my hand and official seal.

My commission expires: 8/11/2013

(NOTARY SEAL)

*Janina A. Burton*  
Notary Public

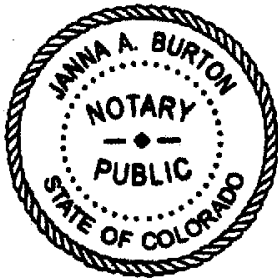


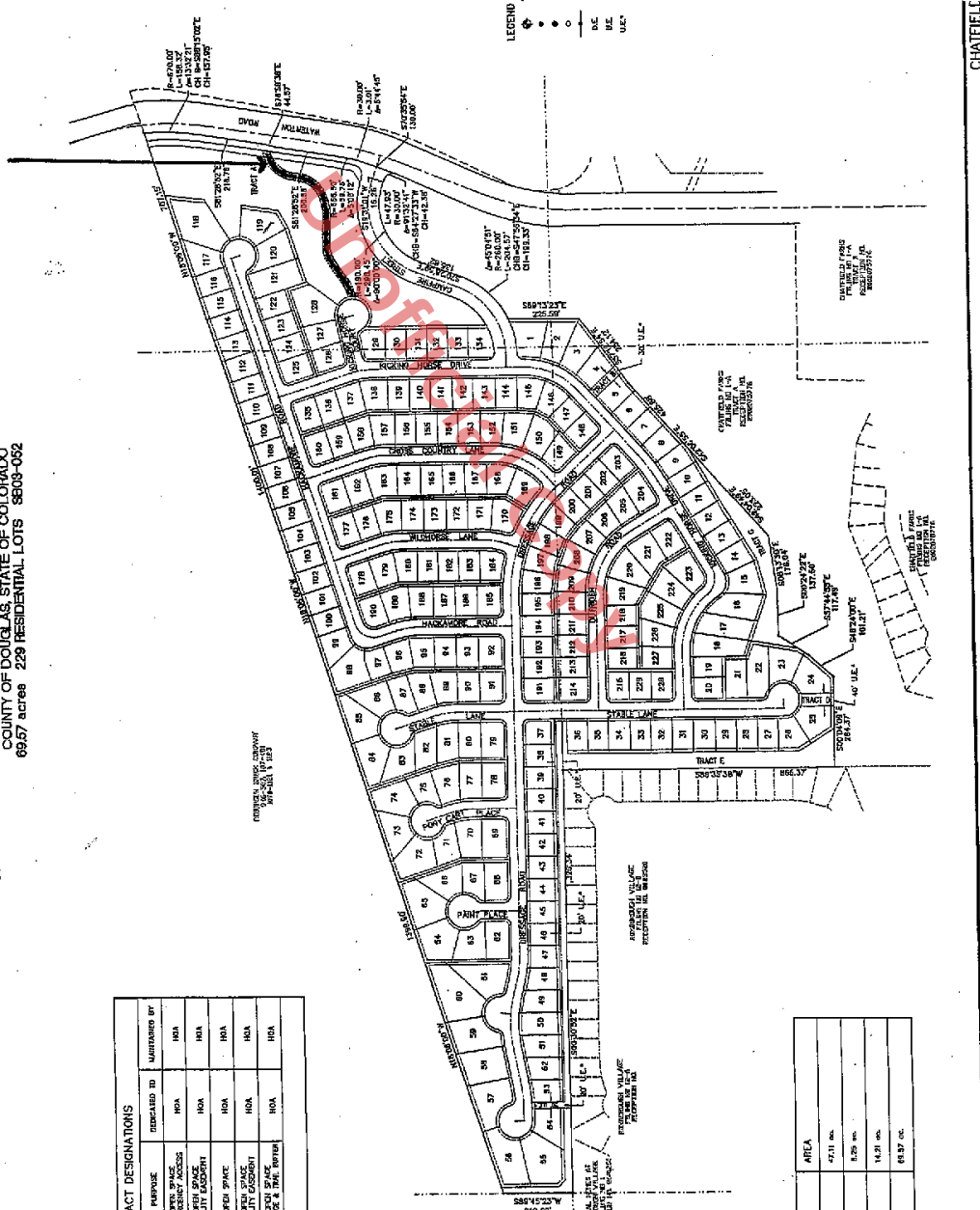
EXHIBIT A

Depiction of Emergency Access Road within Tract A, Chatfield Farms Filing No. 1-B

**CHATFIELD FARMS FILING NO. 1-B**  
 A PART OF THE CHATFIELD FARMS PLANNED DEVELOPMENT PLANNING AREA 1,  
 BEING A PART OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M.  
 COUNTY OF DOUGLAS, STATE OF COLORADO  
 69.57 acres 229 RESIDENTIAL LOTS SB03-002

TRACT DESIGNATIONS		
ACREAGE	PURPOSE	DECLARED TO
TRACT A	OPEN SPACE	HOA
TRACT B	EMERGENCY ACCESS	HOA
TRACT C	OPEN SPACE	HOA
TRACT D	OPEN SPACE	HOA
TRACT E	OPEN SPACE	HOA
TOTAL	69.57	HOA

SITE DATA CHART:	
DESCRIPTION	AREA
LOTS	47.11 ac.
TRACTS (OPEN SPACE)	1.26 ac.
RIGHT-OF-WAY	14.21 ac.
TOTAL	62.57 ac.



CHATFIELD