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CO Jack Arrowsmith, Clerk & Recorder

**AMENDMENT TO THE JUNE 14, 2002 LICENSE AGREEMENT
BETWEEN ROXBOROUGH VILLAGE METROPOLITAN DISTRICT AND
CHATFIELD FARMS FILING NO. 1-A HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE LICENSE AGREEMENT (the "Amendment"), 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-A 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:

i) Tract A ("Tract A") and Tract F ("Tract F"), Chatfield Farms Filing No. 1-A, as depicted on the plat of said filing recorded on August 2, 2002, at Reception No. 2002075776, in the public records of Douglas County, Colorado;

ii) Tract A1, Chatfield Farms Filing No. 1-A, 1st Amendment ("Tract A1"), as depicted on the plat of said filing recorded on July 23, 2003, at Reception No. 2003109967, in the public records of Douglas County, Colorado; and

B. The District and the Licensor entered into a License Agreement effective as of June 14, 2002 (the "License Agreement"), regarding maintenance of Tracts A, E, F, G, H, I, and J, Chatfield Farms Filing No. 1-A. The License Agreement was recorded on August 21, 2002, at Reception No. 2002083728, in the public records of Douglas County, Colorado; and

C. The Parties wish to terminate the License Agreement with respect to Tract E, Tract G, Tract H, Tract I and Tract J, Chatfield Farms Filing No. 1-A. The Parties will enter into a separate Easement Agreement with respect to Tract E1, Chatfield Farms Filing No. 1-A, 2nd Amendment, as depicted on the plat of said filing recorded on February 10, 2005, at Reception No. 2005012389, in the public records of Douglas County, Colorado; and

D. The District has agreed to maintain the surface of Tract A, Tract A-1 and Tract F (collectively referred to herein as the "Tracts") and certain improvements located thereon as specifically set forth herein, in accordance with the terms of this Amendment.

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

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1. TERMINATION WITH RESPECT TO TRACT E, TRACT G, TRACT H, TRACT I AND TRACT J. The Parties hereby terminate the License Agreement with respect to Tract E, Tract G, Tract H, Tract I and Tract J, Chatfield Farms Filing No. 1-A.

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

3. GRANT OF LICENSE. The Licensor hereby grants to the District a license to enter upon the Tracts for the purpose of maintaining dryland grass areas, irrigated landscape areas, and landscape improvements and trails, if any. The District will endeavor to maintain the Tracts to the same standard as it maintains similar tracts located elsewhere throughout the District.

4. DRAINAGE FACILITIES AND OTHER IMPROVEMENTS.

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

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

5. 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 to minimize the possibility of any damage to or destruction of the landscape areas or landscape improvements located within the Tracts.

6. TERM AND TERMINATION. This Amendment shall be deemed to be effective as of the date that it is signed on behalf of both Parties (the "Effective Date"), and shall terminate on December 31, 2009. The Amendment 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 Amendment shall terminate at the end of the then current term. If this Amendment 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 this Amendment beyond such term.

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

This Amendment 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.

7. NOTICES. All notices, consents or other instruments or communications provided for under this Amendment 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-A Homeowners' Association, Inc.
Attn.: Dawn Bates
MSI Littleton
7921 Southpark Plaza, Suite 102
Littleton, CO 80120-4506

8. GOVERNMENTAL IMMUNITY. Notwithstanding any provisions contained in this Amendment 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.

9. INDEMNITY. The Licensor agrees to indemnify and hold the District harmless 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.

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

11. 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.

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

13. 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 Amendment 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.

14. AUTHORITY. Each Party represents to the other that such Party has full power and authority to execute, deliver, and perform this Amendment; that the individuals executing this Amendment on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this Amendment 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 Amendment.

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

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

17. SEVERABILITY. If any clause, provision, subparagraph, or paragraph set forth in this Amendment 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 Amendment shall not be affected thereby.

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

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

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

21. COUNTERPARTS. This Amendment 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 Amendment to be executed on the dates set forth below.

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LICENSOR:

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

By: *Robert L. Giese*
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 of Chatfield Farms Filing No. 1-A Homeowners'
Association, Inc., a Colorado non-profit corporation, 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.

Stephanie Curtis
Notary Public

Unofficial Copy

