

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
EASEMENT AGREEMENT
FILING 16-A**

This Easement Agreement ("Easement Agreement") is made and entered into this 9th day of October, 2001, by and between Roxborough Village No. 16-A Homeowners' Association, Inc., an Colorado nonprofit corporation whose address is c/o Miles R. Grant, Ramstar Development, Inc., 110 Willow Leaf Drive, Littleton, Colorado 80127 ("Grantor"), and Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee").

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The following exhibits are attached hereto and made a part of this Agreement:

- Exhibit A Nonexclusive Easement Description
- Exhibit B Exclusive Easement Description

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 Grantee, its successors, and assigns, subject to the terms and conditions provided herein, a perpetual nonexclusive easement in gross in, over, under, and through the parcel of real property located within Douglas County, Colorado, more particularly described in **Exhibits A and B**, attached hereto and incorporated herein by reference (collectively, the "Easement") (the real property underlying the Easement shall hereinafter be referred to as the "Easement Premises").

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 shall be for the use and benefit of Grantee, its successors, and assigns. Grantee agrees to undertake all activities authorized by this Easement Agreement in a manner that will not unreasonably interfere with the use of adjacent property owned by Grantor.
2. The Easement is granted for the purpose of authorizing, but not requiring Grantee to construct, reconstruct, use, operate, maintain, repair, replace, and/or remove raw water irrigation system improvements, and any related structures, facilities (including the 7 Acre Pond located on the real property described in **Exhibit B**), and appurtenances reasonably necessary to facilitate same (the "Improvements").

3. Grantee is hereby granted a perpetual, non-exclusive right of access across such portions of Grantor's property adjacent to the Easement Premises as is reasonably necessary to Grantee's reconstruction, use, operation, maintenance, repair, replacement, and/or removal of the Improvements.

4. Grantee and Grantor are contemporaneously entering into an Operations/Maintenance Agreement for the 7 Acre Pond located on the real property described in **Exhibit B**.

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

6. 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.

7. 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.

8. 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.

9. 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:

Miles R. Grant, President
Roxborough Village No. 16-A Homeowners' Association, Inc.
Ramstar Development, Inc.
110 Willow Leaf Drive
Littleton, Colorado 80127

IF TO GRANTEE:

Attn: Bob Blodgett, Manager
Roxborough Village Metropolitan District
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.

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

11. 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.

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

13. 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 nonexclusive.

14. 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: ROXBOROUGH VILLAGE NO. 16-A HOMEOWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation

By: [Signature]
Miles R. Grant, President

STATE OF COLORADO)
City of Denver) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of October, 2001, by Miles R. Grant, President of Village North No. 16-A Homeowners' Association, Inc., as Grantor.

Witness my hand and official seal.

My commission expires: 2/22/05



[Signature]
Notary Public

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

By: [Signature]
Linda K. Goodrich, President

[Signature]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Linda K. Goodrich, President of Roxborough Village Metropolitan District, as Grantee.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

TRACT K, AS DESCRIBED AND DEPICTED ON THAT CERTAIN PLAT KNOWN AS ROXBOROUGH VILLAGE FILING NO. 16-A, WHICH WAS RECORDED ON OCTOBER 4, 1999, AT RECEPTION NO. 99084978, IN THE OFFICE OF THE CLERK AND RECORDER FOR DOUGLAS COUNTY, COLORADO.

EXHIBIT A
NONEXCLUSIVE EASEMENT DESCRIPTION

TRACT K-2, AS DESCRIBED AND DEPICTED ON THAT CERTAIN PLAT KNOWN AS ROXBOROUGH VILLAGE FILING NO. 16-A, WHICH WAS RECORDED ON OCTOBER 4, 1999, AT RECEPTION NO. 99084978, IN THE OFFICE OF THE CLERK AND RECORDER FOR DOUGLAS COUNTY, COLORADO.

**EXHIBIT B
EXCLUSIVE EASEMENT DESCRIPTION**

WILSON & WILSON
ATTORNEYS AT LAW
18 WILSON STREET
DENVER, CO 80202