

EXHIBIT 6

ACCESS EASEMENT AGREEMENT (FILING 15)

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(FILING 15)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen, LLP, Attn: Anna Jones, District Manager, 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111-2814, (the "Grantor"), hereby sells and quit claims to **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO 80125, (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") for vehicular and pedestrian ingress and egress over, through, and upon certain real property located in Douglas County, Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by Grantor and is accepted by District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, and across the Premises for the purpose of obtaining access to adjoining or proximate properties.

2. The District shall not construct or place any structure, building, street light, power pole, yard light, mailbox, or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises without prior written approval from the Grantor which shall not be unreasonably withheld.

3. The Grantor shall consult with the District prior to constructing any improvement within the Premises to ensure, to the maximum extent practical, that such improvement does not interfere with the District's use of the Easement.

4. The District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the intent of this Easement Agreement or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement.

5. The District agrees that at such time and in the event that the Easement described herein shall be abandoned by the District by written notice to Grantor, such Easement shall be extinguished without any further action of Grantor or District, and the real

property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

6. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

7. The Grantor reserves the right to grant further easement interest in the Premises to other Districts so long as such interest and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

8. The District shall have the right to grant licenses upon reasonable notice to the Grantor, to its permitted assigns, contractors, or agents, in order to carry out the District's business and the purpose of this Easement. However, such grant shall not release the District from any of its obligations or liabilities under this Easement.

9. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

10. District shall not create or permit any liens of any nature to be placed upon the Premises. In the event any lien is placed upon the Premises, District will remove the same within 30 days thereafter at its own expense.

11. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs from the non-prevailing party, as determined by the court.

12. Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery, (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:

GRANTOR: Clifton Larson Allen LLP
Attn: Anna Jones, District Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

With a Copy to: Folkestad Fazekas Barrick & Patoile, P.C.
Attn: Kathryn T. James
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104

DISTRICT: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125

With a copy to: Alan D. Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 225
Denver, CO 80237

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.

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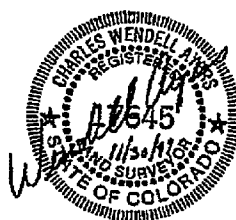
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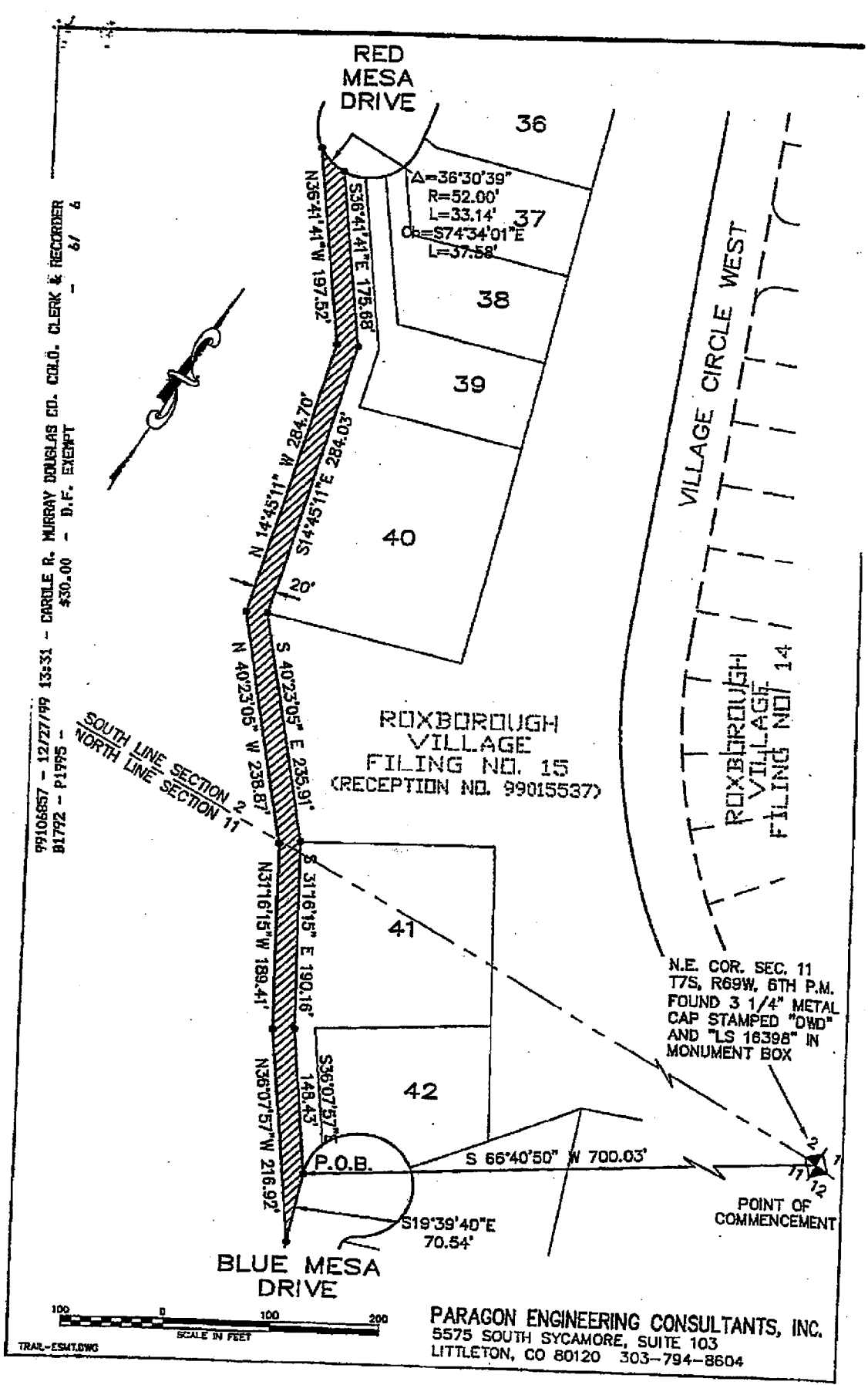
Emergency Access Easement

An Emergency Access easement located in the Northeast 1/4 of Section 11, and the Southeast 1/4 of Section 2, Township 7 South, Range 69 West of the 6th P.M., County of Douglas, State of Colorado.

Commencing at the northeast corner of said Section 11, thence S66°40'50"W, a distance of 700.03 feet to a point located on the westerly right-of-way of Blue Mesa Drive, said point also being the Point of Beginning; thence S19°39'40"E along said right-of-way, a distance of 70.54 feet; thence N36°07'57"W a distance of 216.92 feet; thence N31°16'15"W a distance of 189.41 feet; thence N40°23'05"W a distance of 238.87 feet; thence N14°45'11"W a distance of 284.70 feet; thence N36°41'41"W a distance of 197.52 feet to a non-tangent point of curvature on the right-of-way for Red Mesa Drive; thence along the arc of a curve to the left having a radius of 52.00 feet, a central angle of 36°30'39", a length of 33.14 feet and a chord that bears S74°34'01"E a distance of 37.58 feet to a point of intersection with the westerly line of lot 40, Roxborough Village Filing No. 15; thence along the westerly lines of said lot 40 the following two courses:
1) S36°41'41"E a distance of 175.68 feet;
2) S14°45'11"E a distance of 248.03 feet;
thence S40°23'05"E a distance of 235.91 feet to the northwest corner of lot 41 of said plat; thence along the westerly lot lines of said lot 41 the following two courses:
1) S31°16'15"E a distance of 190.16 feet;
2) S36°07'57"E a distance of 148.43 feet;
to the Point of Beginning

Containing 21,559 square feet or 0.49 acres more or less.





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