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Jack Arrowsmith Clerk and Recorder

**AMENDMENT
TO THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
LICENSE AGREEMENT
FILING 16-A**

This Amendment to the Roxborough Village Metropolitan District License Agreement Filing 16-A (the "Amendment"), is made between Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and Roxborough Village Filing No. 16-A Homeowners' Association, Inc., a Colorado non-profit corporation (the "Licensor"). The District and the Licensor may individually be referred herein to as a "Party" or collectively as the "Parties".

RECITALS

A. The District and the Licensor entered into the Roxborough Village Metropolitan District License Agreement Filing 16-A effective October 9, 2001 (the "License Agreement"), regarding maintenance of Tracts A, A-A, B, B-B, C, C-C, D, D-1, E-E, F, G, K, K2, U, V, Y and Z, Roxborough Village Filing 16-A, which plat was recorded on October 4, 1999, at Reception No. 99084978, in the public records of Douglas County, Colorado. The License Agreement was recorded on November 8, 2001, at Reception No. 01107391, in the public records of Douglas County, Colorado.

B. The Parties wish to terminate the License Agreement with respect to Tract A Roxborough Village Filing No. 16-A ("Tract A"), Tract B-B, Roxborough Village Filing No. 16-A ("Tract B-B"), and Tract D, Roxborough Village Filing No. 16-A ("Tract D").

C. The Parties wish to make Tract B-2 ("Tract B-2") and Tract B-B-1 ("Tract B-B-1"), Roxborough Village Filing No. 16-A, 1st Amendment, recorded on July 21, 2000, at Reception No. 00050299, in the public records of Douglas County, Colorado, subject to the License Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions of this Amendment as set forth below, the Parties agree as follows:

1. **Termination with respect to Tract A, Tract B-B and Tract D.** The Parties hereby terminate the License Agreement with respect to Tract A, Tract B-B and Tract D.

2. **Licensor's Ownership of Tracts.** The Licensor represents and warrants to the District that it is the sole owner of Tract B-2 and Tract B-B-1 (the "Additional Tracts").

3. **Grant of License.** The Licensor hereby grants to the District a license to enter upon the Additional Tracts for the purpose of maintaining landscape improvements and trails.

4. **Notices.** Section 7 of the License Agreement is hereby deleted in its entirety and the following substituted in its place:

All notices, consents or other instruments or communications provided for under the License 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 Party, given in accordance herewith:

If to the District:

Roxborough Village Metropolitan District
Attn.: David Peak, District Manager
RS Wells, L.L.C.
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 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:

Roxborough Village Filing No. 16A HOA
Attn: Kathy Christensen, Manager
c/o KC & Associates, LLC
9102 W. Ken Caryl Ave., Suite 100
Littleton, CO 80128

With a copy to:

Grimshaw & Haring, P.C.
Attn.: Carrie S. Bernstein, Esq.
1700 Lincoln Street, Suite 3800
Denver, CO 80203

5. **Definition of License Agreement.** The term "License Agreement" shall refer to the License Agreement and all subsequent amendments thereto.

6. **Provisions of License Agreement.** All terms and provisions of the License Agreement which are not specifically amended in this Amendment shall continue in full force and effect.

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

8. **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.

9. **Colorado Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

10. **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.

IN WITNESS WHEREOF, the Licensor and the District have caused this Amendment to be executed effective as of September 9, 2008.

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