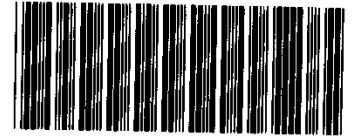


OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$26.00
5 PGS

2004006973
01/16/2004 11:11 AM



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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into effective the 13th day of January 2004, ~~2002~~, by and 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 ROXBOROUGH VILLAGE FIRST HOMEOWNERS' ASSOCIATION, INC., a Colorado not-for-profit corporation ("Licensor").

RECITALS

A. Licensor is the owner of Tract A, Roxborough Village Filing No. 12A, County of Douglas, State of Colorado as shown on the plat recorded on March 16, 1995, at Reception No. 9511920 and Tracts A, B, C, and D, Roxborough Village Filing No. 13, County of Douglas, State of Colorado as shown on the plat recorded on September 25, 1995, at Reception No. 9545407 in the public records of Douglas County, Colorado (the "Tracts").

B. The District has agreed to maintain landscape improvements and trails within the Tracts, which are owned by Licensor, in accordance with the terms of this License Agreement ("Agreement").

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions of this License Agreement as set forth below, the parties agree as follows:

1. LICENSOR OWNERSHIP OF TRACTS. Licensor represents that it is the owner of the Tracts pursuant to the dedication of said Tracts as described on the Plats referenced above.

2. GRANT OF LICENSE. Licensor hereby grants to District a license to enter upon the Tracts for the purpose of maintaining landscape improvements and trails. The District shall maintain landscape improvements and trails within the tracts to the same standard and under the same conditions as it maintains similar landscape improvements and trails located elsewhere throughout the District.

3. WATER/WASTEWATER/DRAINAGE FACILITIES. The District shall not accept responsibility for the maintenance of any water, wastewater, or drainage facilities or improvements located within the Tracts.

4. TERM AND TERMINATION. The original term of this License shall commence on the effective date hereof and shall terminate on the last day of the District's current budget year. The License shall be deemed to continue for successive renewal terms of one year each, in perpetuity, unless District fails to appropriate sufficient funds to perform its duties hereunder for the next succeeding renewal term in which case this License shall terminate at the end of the then current term. If this License is terminated because of non-appropriation, District agrees to give written

notice of termination thirty (30) days prior to the end of the then current term but failure to give such notice shall not extend the License beyond such term.

This License may be terminated by Licensor for any reason upon not less than 30 days written notice of termination given to District.

This License 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.

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

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

7. **NOTICES**. 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 the District:

Roxborough Village Metropolitan District
Attention: Dave Yamada, Manager
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

If to the Licensor:

Roxborough Village First Homeowners' Association, Inc.
c/o Secretary
P.O. Box 621347
Highlands Ranch, CO 80126

With a copy to:

Loura K. Sanchez, Esq.
Orten & Hindman P.C.
11901 W. 48th Ave.
Wheat Ridge, CO 80033

8. **COLORADO LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

9. **AUTHORITY.** Each of the Parties represents to the other that each 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 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 or any of its assets 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.

10. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. **ENFORCEABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12. **AMENDMENT.** This Agreement may not be amended except by a written instrument signed by all of the parties.

IN WITNESS WHEREOF, the Licensor and the District have caused this Agreement to be executed as of the day and year first set forth above.

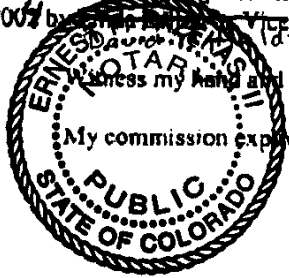
ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

By [Signature]
~~Linda Dillon, Vice President~~
David R. Heldt, President

Attest: [Signature]
Secretary

STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 13th day of January, 2007 by [Signature], Vice President of Roxborough Village Metropolitan District.



[Signature]
Ernest J. Jayich
Notary Public

ROXBOROUGH VILLAGE FIRST HOMEOWNERS' ASSOCIATION, INC.

By [Signature]
~~Jason White, President~~
William J. Deane

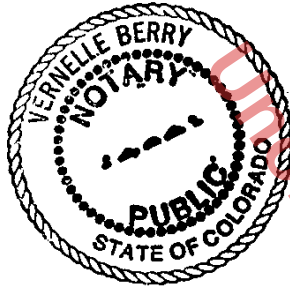
Attest: [Signature]
Secretary

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

³ The foregoing instrument was acknowledged before me this 4th day of August,
2007 by ~~John White~~, as President of Roxborough Village First Homeowners' Association, Inc.
William T. Deane
Witness my hand and official seal.

My commission expires: 11-13-2004

Vernelle Berry
Notary Public



Official Copy