

sign

8/24/01
01078157
Bk 2116 Pg 636
Douglas Co.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
EASEMENT AGREEMENT
LOT 50, ROXBOROUGH VILLAGE FILING NO. 16-B**

This Easement Agreement ("Easement Agreement") is made and entered into this 27 day of May, 2001, by and between Sandra Jean Ray, an individual whose address is 7752 Rampart Way, Littleton, Colorado 80125 ("Grantor"), and Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee").

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 ("Easement") in, over, under, and through the real property located within Douglas County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("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 is granted by Grantor, and is accepted by Grantee, pursuant to the following terms and conditions:

1. The Easement shall be for the nonexclusive 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 permitting Grantee to reconstruct, use, operate, maintain, repair, replace, and/or remove a monument sign and any related structures, facilities, 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 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.

5. 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.

6. 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.

7. 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.

8. 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:

Sandra Jean Ray
7752 Rampart Way
Littleton, Colorado 80125

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.

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

10. 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.

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

12. 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.

13. 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: SANDRA JEAN RAY

Sandra Jean Ray
Sandra Jean Ray

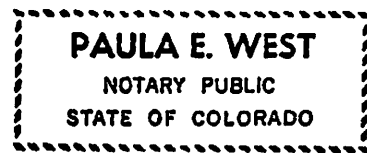
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 22nd day of May, 2001, by Sandra Jean Ray, as Grantor.

Witness my hand and official seal.

My commission expires: January 28, 2002

Paula E. West
Notary Public



My Commission Expires Jan. 28, 2002

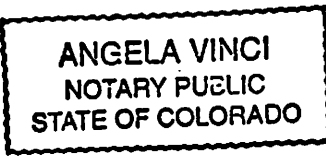
GRANTEE: ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado

By: *Linda K. Goodrich*
Linda K. Goodrich, President

STATE OF COLORADO)
) ss.
COUNTY OF *Arapahoe*)

The foregoing instrument was acknowledged before me this *12th* day of *June*, 2001, by Linda K. Goodrich, President of Roxborough Village Metropolitan District, as Grantee.

Witness my hand and official seal.
My commission expires: *2/23/2001*.



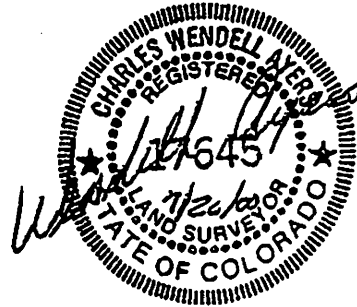
Angela Vinci
Notary Public

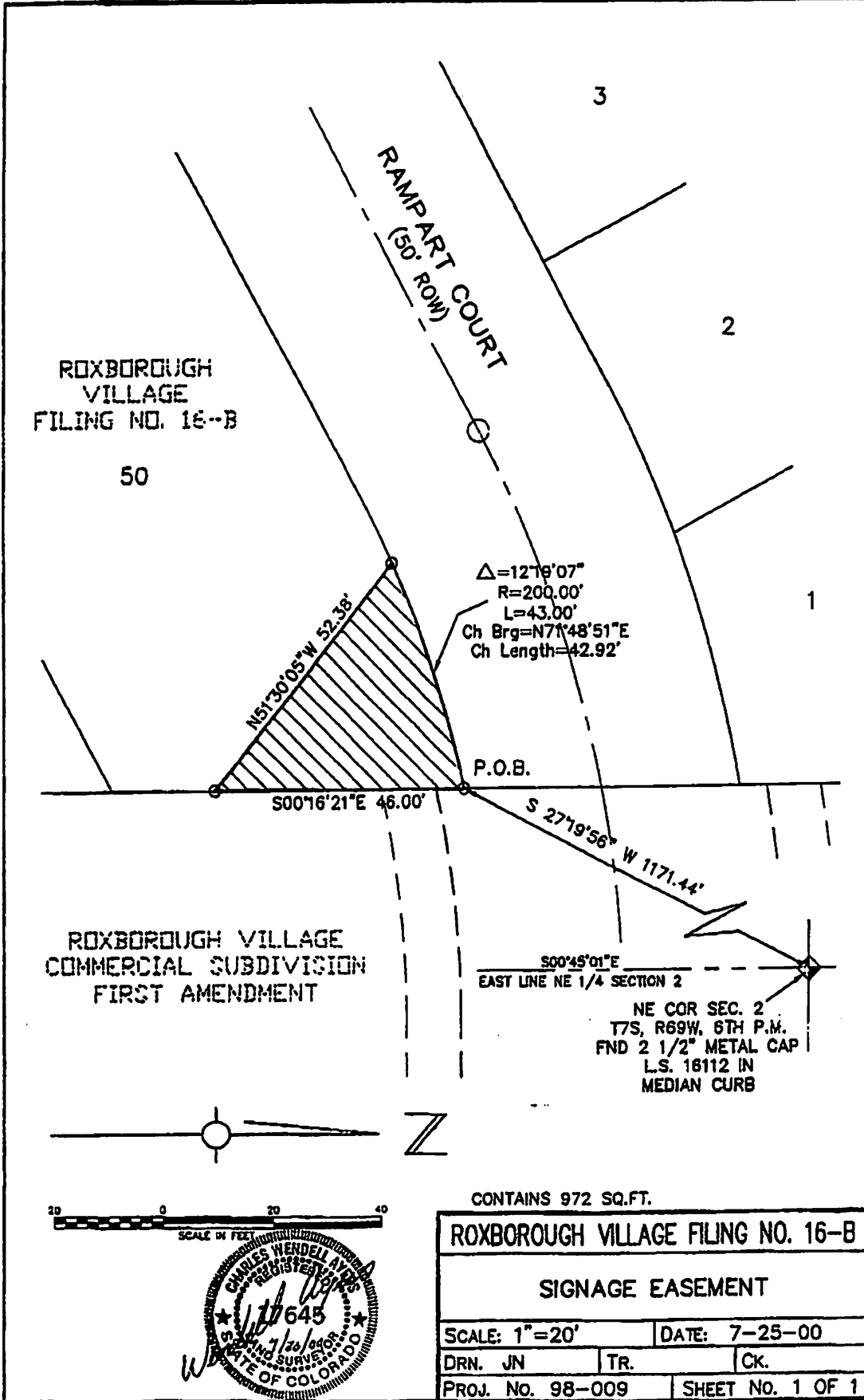
Signage Easement

An easement located in the Northeast 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 2 from whence the east quarter corner bears S00°45'01"E and all bearings contained herein relative thereto; thence S27°19'56"W, a distance of 1171.44 feet to a point on the easterly property line of Roxborough Village Filing No. 16-B, also being the northeast corner of lot 50 of said plat as recorded in Douglas County Records at Reception No. 99028423, said point being the Point of Beginning; thence S00°16'21"E along said property line, a distance of 46.00 feet; thence N51°30'05"W, a distance of 52.38 feet to a non-tangent point of curvature on the southerly right-of-way of Rampart Court; thence along the arc of a curve to the right having a central angle of 12°19'07", a radius of 200.00 feet, an arc length of 43.00 feet and whose chord bears N71°48'51"E, a distance of 42.92 feet to the Point of Beginning

Containing 972 square feet more or less.



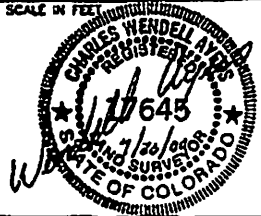
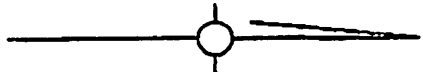


ROXBOROUGH VILLAGE FILING NO. 16--B

50

ROXBOROUGH VILLAGE COMMERCIAL SUBDIVISION FIRST AMENDMENT

S 27°19'56" W 1171.44'
S 00°45'01"E
EAST LINE NE 1/4 SECTION 2
NE COR SEC. 2
T7S, R69W, 6TH P.M.
FND 2 1/2" METAL CAP
L.S. 18112 IN
MEDIAN CURB



CONTAINS 972 SQ.FT.

ROXBOROUGH VILLAGE FILING NO. 16-B

SIGNAGE EASEMENT

SCALE: 1"=20'	DATE: 7-25-00
DRN. JN	TR. CK.
PROJ. NO. 98-009	SHEET NO. 1 OF 1

Vertical text on the left margin: 10/25/04 3:13 PM 10/25/04 3:13 PM 10/25/04 3:13 PM