

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

THIS LICENSE AGREEMENT is made and entered into effective the 9th day of October, 2001, 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 FILING NO. 16-A HOMEOWNERS' ASSOCIATION, INC., a Colorado not-for-profit corporation ("Licensor").

RECITALS

A. Licensor is the owner of certain properties located in Roxborough Village Filing No. 16-A dedicated to it pursuant to the plat of said filing as recorded on October 4, 1999, at Reception No. 99084978 in the public records of Douglas County, Colorado (the "Plat").

B. The District has agreed to maintain landscape improvements and trails within Tracts 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 Tracts A, A-A, B, B-B, C, C-C, D, D-1, E-E, F, G, K, K2, U, V, Y, and Z (the "Tracts") pursuant to the dedication of said Tracts pursuant to the Plat.

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, subject to the following conditions. Until the time of final acceptance by Douglas County of the Subdivision Improvements, as defined in the Subdivision Improvements Agreement between the developer of Roxborough Village Filing No. 16-A and Douglas County, Licensor shall be responsible for the maintenance of the Tracts and all expenses incurred with respect to landscape and trail improvements, if any, within the Tracts. At the time of final acceptance by Douglas County of the Subdivision Improvements, and subject to satisfactory inspection by the District, the District shall assume the responsibility for the maintenance of the Tracts and the landscape improvements and trails constructed thereon. Except as set forth above, the District shall not accept responsibility for maintenance of improvements of any nature within the Tracts not installed by the District including, but not limited to, drainage facilities and improvements.

3. **DRAINAGE FACILITIES.** District shall mow grass or turf located within any drainage swales or detention basins. Licensor agrees that it shall be responsible for all expenses incurred with respect to any 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 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 upon not less than 30 days 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: Bob Blodgett, 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 Filing No. 16-A
Homeowners' Association, Inc.
Attention: Miles R. Grant
Ramstar Development, Inc.
110 Willow Leaf Drive
Littleton, Colorado 80127

With a copy to:

Ronald J. Snow
McGloin, Davenport, Severson and Snow
Hudson's Bay Centre
Suite 1600
1600 Stout Street
Denver, Colorado 80202

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.

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

9. **AUTHORITY.** Each of the signatories hereto represents that he or she is fully authorized to enter into this License Agreement, and that all necessary authorizations, approvals and resolutions have been issued.

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

The foregoing instrument was acknowledged before me this 17th day of October, 2001 by Miles R. Grant as President of Roxborough Village Filing No. 16-A Homeowners' Association, Inc.

Witness my hand and official seal.

My commission expires: 2/22/05



Robyn D. Foster
Notary Public