

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
LICENSE AGREEMENT TO PERFORM MAINTENANCE SERVICES FOR
CHATFIELD FARMS ESTATES HOMEOWNERS' ASSOCIATION, INC.**

This License Agreement to Perform Maintenance Services For Chatfield Farms Estates Homeowners' Association, Inc. ("**Agreement**"), effective the 1st day of January 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Chatfield Farms Estates Homeowners' Association, Inc., a Colorado not-for-profit corporation ("**HOA**"). The District and the HOA are collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the District was organized pursuant to the Colorado Special District Act, C.R.S § 32-1-101, *etc.*, to provide, among other services, park and recreation services;

WHEREAS, the HOA is the owner of certain areas and improvements located in Chatfield Farms Filing No. 1-A that are more specifically identified in Section 1, below; and,

WHEREAS, the District has agreed to perform certain maintenance services to such areas and improvements in accordance with the terms of this Agreement.

NOW, THEREFORE, for the mutual covenants and promises set forth herein, the Parties agree as follows.

AGREEMENT

1. **HOA Ownership Of Maintenance Area**. The HOA represents that it is the owner of certain areas within Tract A2 and Tracts K through N that are located in Chatfield Farms Filing No. 1-A, Douglas County, Colorado and, further, the HOA is required to maintain the monument areas on lots 120A-1 and 148A pursuant to the Sixth Amendment to the Plat of Chatfield Farms Filing No. 1-A, dated April 16, 2014, Reception No. 2014021120, and the median along Hunters Hill Lane pursuant to the September 20, 2009 License Agreement between the HOA and Douglas County, all of which are within Chatfield Farms Filing No. 1-A, Douglas County, Colorado and all of which are more specifically depicted on the map attached as ***Exhibit A*** (collectively, the "***Maintenance Area***").

2. **Grant Of License; Maintenance Services**. The HOA hereby grants the District, and its contractors, consultants, and agents, a license to access and enter upon the Maintenance Area for the purpose of maintaining the landscape improvements and trails existing on the Effective Date that are depicted on Exhibit A ("***Improvements/Trails***") and performing the other maintenance services specifically identified below, if any. Landscaping improvements or trails, or extensions of existing landscaping improvements or trails (collectively, "***New Improvements***"), that are constructed or installed after the Effective Date are not covered by this Agreement and the District has no maintenance obligations for such New Improvements, unless the Parties enter into

a written agreement identifying the New Improvements and the terms and conditions upon which the Maintenance Services will be provided.

Noxious weed removal

Frequency: Dependent upon weather - Performed "as needed."

Location(s): N/A

Other Terms of Service: N/A

Wildfire Mitigation

Frequency: Performed as time and resources permit.

Location(s): N/A

Other Terms of Service: N/A

Additional Services

Additional Service #1: _____

Frequency: _____

Location(s): _____

Other Terms: _____

Additional Service #2: _____

Frequency: _____

Location(s): _____

Other Terms: _____

Additional Service #3: _____

Frequency: _____

Location(s): _____

Other Terms: _____

3. **Maintenance.** The District shall maintain the Improvements/Trails in substantially the same manner as it maintains similar landscape improvements and trails located elsewhere throughout the District. The District's maintenance obligations do not include the obligation to enhance or add to, upgrade, remove, replace, or make major repairs to any aspect of the Improvements/Trails (collectively, "*Capital Improvements*"). The HOA is solely responsible for all Capital Improvements. "*Major repair*" means non-routine repairs that are necessary to maintain the structural integrity of an improvement or the basic structural elements of a trail, or that will extend the useful life of an improvement or trail.

4. **Drainage Facilities.** The HOA expressly understands and agrees that the District has no responsibility for maintaining any drainage facilities or improvements within the Maintenance Area.

5. **Compensation.** The District shall provide Maintenance Services to Tracts A2 and K, the monument areas on lots 120A-1 and 148A, and the median along Hunters Hill Lane without charge. The District shall charge for providing Maintenance Services to Tracts L through N. Each year the HOA shall pay the incremental cost for the District to provide Maintenance Services to

5281302.5 License Agreement to Perform Maintenance Services Page 2 of 6

Tracts L through N. On or before January 31, or as soon thereafter as practicable, the District shall invoice the HOA for the Maintenance Services the District will provide Tracts L through N in the upcoming year. The HOA shall remit to the District the amount invoiced within 30 calendar days of the date of the invoice. Any invoiced amount that the HOA fails to pay by the date due shall accrue interest at the rate of 8% per annum until paid in full. In addition, if all amounts owed are not paid within the 30-day period, the District may, upon 7 calendar days prior written notice, suspend its Maintenance Services for Tracts L through N until all amounts owed are paid in full. The District shall not be liable for any harm, damage, injury, or adverse effect the District's suspension of Maintenance Services for Tracts L through N may have upon one or more of the Improvements/Trails within the HOA. If the HOA fails to pay the District the full amount owed within 60 days of the date it was due, the District may, without any liability whatsoever, terminate this Agreement as to the areas identified in this Section 5 and exercise all legal and equitable remedies available to it.

6. **Term And Termination.** The term of this Agreement shall commence on the Effective Date and shall continue indefinitely, unless: a) the Parties mutually agree in writing to terminate this Agreement; b) this Agreement violates a new federal or state law, regulation, or rule; c) this Agreement is terminated pursuant to Section 5, above; or, d) all or a portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason.

7. **Prior Agreements and Understandings Void.** The Parties expressly agree that this Agreement supersedes all prior agreements or understandings between the Parties, whether written or oral, and regardless how long they have been in effect, with respect to the subject matter of this Agreement. All such prior agreements and understandings are null and void for all purposes as of the Effective Date.

8. **Recordation.** The District shall record this Agreement in the real property records of the office of the Clerk and Recorder of Douglas County, Colorado.

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

10. **Notices.** Any notice, request, demand, or communication (collectively, "*Notice*") under this Agreement shall be in writing and shall be given by hand delivery or overnight courier, or by certified or registered mail, return receipt requested, to the addresses set forth below. If the Notice is given by hand delivery or overnight courier, it shall be deemed given when received or refused by the intended Party. If the Notice is given by certified or registered mail, it shall be deemed given when received or refused by the intended Party, or three business days after deposit

in the U.S. mail, whichever occurs first. Either Party may change its address by providing the other Party with Notice of such address change in accordance with this Section.

If to the District:

Roxborough Village Metropolitan District
Attention: Board President
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

If to the HOA:

Chatfield Farms Estates Homeowners' Association
Attention: HOA President
c/o Colorado Association Services
14142 Denver West Parkway, Suite 350
Lakewood, CO 80401

11. Governmental Immunity. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its directors, officers, employees, volunteers, and agents under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

12. Miscellaneous Provisions. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Douglas County District Court. This Agreement constitutes the entire agreement between the Parties and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Neither Party shall assign this Agreement without the written consent of the other Party, except that the District may assign this Agreement without consent to any successor legal entity resulting from the consolidation, merger, or other unification of the District and another public agency, provided that the consolidation, merger, or other unification does not adversely affect the Maintenance Services the District provides under this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or

entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature Page Immediately Follows]

5281302.5 License Agreement to Perform Maintenance Services Page 4 of 6

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ATTEST:

) ss.
COUNTY OF DOUGLAS)
ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT

By:

[Signature]
Travis Jensen, Board Secretary

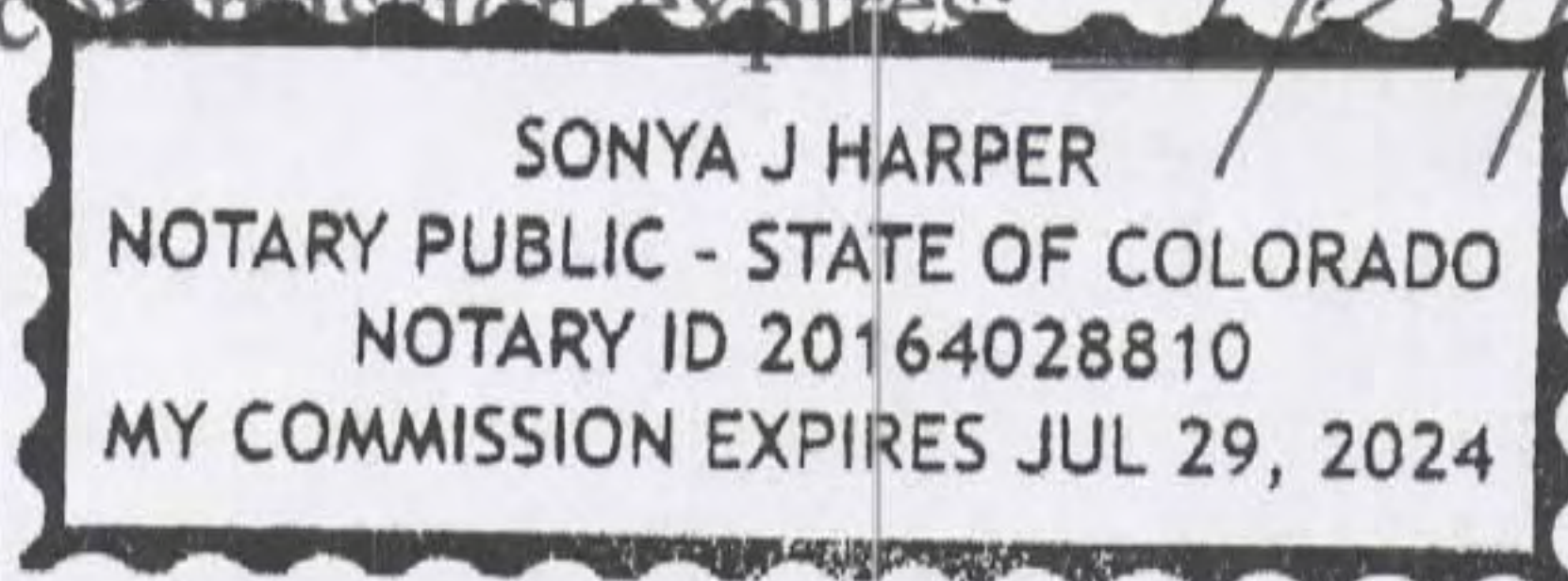
By [Signature]
Mark Rubic, Board President

STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 28th day of November, 2023 by Mark Rubic as President of Roxborough Village Metropolitan District.

Witness my hand and official seal.

My commission expires: 7/29/2024



[Signature]
Notary Public

ATTEST:

) ss.
COUNTY OF _____)
CHATFIELD FARMS ESTATES
HOMEOWNERS' ASSOCIATION, INC.

By:

_____, Board Secretary

By _____, Board President

STATE OF COLORADO)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023 by _____ as President of Chatfield Farms Estates Homeowners'
Association, Inc.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Blue Areas Maintained At No Cost: 1) Tracts A2 and K2; 2) the monument areas on lots 120A-1 and 148A; and 3) the median along Hunters Hill Lane.

Blue Areas Maintained At No Cost: 1) Tracts A2 and K2; 2) the monument areas on lots 120A-1 and 148A; and 3) the median along Hunters Hill Lane.

