

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
LICENSE AGREEMENT
WETLAND TRACT**

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 ("District"), and the Roxborough Village No. 16-A Homeowners' Association, Inc. and Ramstar Development, Inc., a Colorado corporation (collectively referred to as "Licensees"). District and the Licensees shall be collectively referred to as the Parties. 13p

The following exhibits are attached hereto and made a part of this Agreement:

- Exhibit A 99 Year Lease
- Exhibit B Wetland Tract
- Exhibit C Letter from the Department of the Army dated November 22, 1999, regarding conditions which must be met in connection with the mitigation proposed on the Wetland Tract

District is in possession of certain real property pursuant to the terms a 99 year lease. Which real property is more particularly described in the lease which is attached hereto as **Exhibit A** and incorporated herein by reference ("99 Year Lease"). The portion of the real property described in the 99 year lease which will be the subject of this License Agreement shall be referred to as the Wetland Tract and is more particularly described in **Exhibit B** attached hereto.

Licensees have requested that District grant a license to Licensees for the purpose of utilizing the Wetland Tract as a mitigation area. District is willing to grant the requested license under the following terms and conditions.

1. Grant of License. Attached hereto as **Exhibit C** is a letter dated November 22, 1999 from the Department of the Army to one of the Licensees which describes the general and special conditions which must be met in connection with the mitigation proposed on the Wetland Tract. Licensees shall be solely responsible for compliance with all conditions of the November 22, 1999 letter, and the permit ("Permit") described therein. District hereby grants a license to Licensees for the purpose of utilizing the Wetland Tract as a mitigation area. Licensees shall comply with all terms of **Exhibit A**.

2. 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 fiscal year. The license shall be deemed to continue with successful renewal terms of one year each until such time as the Wetland Tract is released from the conditions of the Permit. If the wetland is not created on

the Wetland Tract within three years after the effective date of this License Agreement, this License Agreement shall terminate on the date which is three years and one day after the effective date of this License Agreement, without necessity of further action of either party hereto. Upon termination, neither party shall have any further obligation or liability hereunder, except with respect to liabilities and obligations which arose prior to the termination of the Agreement.

3. Recordation. At the option of the District, this License Agreement may be recorded in the real property records at the office of the Clerk and Recorder of Douglas County, Colorado.

4. Captions. 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 the Agreement.

5. 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 Licensees:

Roxborough Village Filing No. 16-A
Homeowners' Association, Inc.
Attention: Miles R. Grant
Ramstar Development, Inc.
110 Willow Leaf Drive
Littleton, Colorado 80127

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.

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

7. 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.

8. Indemnification. Licensees indemnify and hold District harmless from any and all claims, liability, damages and costs, including, without limiting the foregoing, costs and reasonable attorneys fees caused by, or resulting from, or in any way arising out of this License Agreement, **Exhibit A**, or Licensees' use of the Wetland Tract.

9. Insurance. Licensees shall add District as an additional insured on any comprehensive general public liability policies which they maintain which shall insure District against claims for personal injury (including death) and property damage resulting from Licensees' activities upon the Wetland Tract.

10. Liens. Licensees shall not create nor permit any liens of any nature to be placed upon the Wetland Tract. In the event any lien is placed upon the Wetland Tract, the Licensees shall remove the same within 30 days thereafter at their own expense.

11. Enforcement. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by mandamus, suit for damages, or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction. The Parties agree that in any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its attorneys fees and costs from the other.

12. Fair Dealing. In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of either or both Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof; provided, however, that nothing herein shall be construed as imposing on either Party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable Parties contracting at arm's length.

13. Supersedes Prior Agreements. This Agreement supersedes all prior agreements between the Parties with respect to the Wetland Tract and shall constitute the entire agreement of the Parties.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. No Amendment. This Agreement may not be modified or amended except as otherwise provided herein in whole or in part only by an agreement in writing duly authorized and executed by both Parties.


16. Successors and Assigns. The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this License Agreement effective as of the date first above written.

ROXBOROUGH VILLAGE
METROPOLITAN DISTRICT

By 
Linda K. Goodrich, President

Attest:


Secretary

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

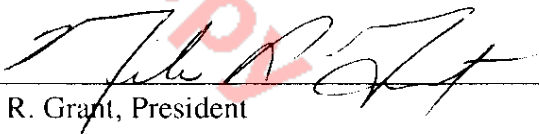
The foregoing instrument was acknowledged before me this _____ day of _____, 2001 by Linda K. Goodrich as President of Roxborough Village Metropolitan District.

Witness my hand and official seal.

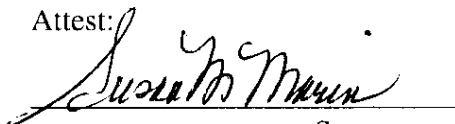
My commission expires: _____

Notary Public

ROXBOROUGH VILLAGE FILING NO. 16-A
HOMEOWNERS' ASSOCIATION, INC.

By 
Miles R. Grant, President

Attest:

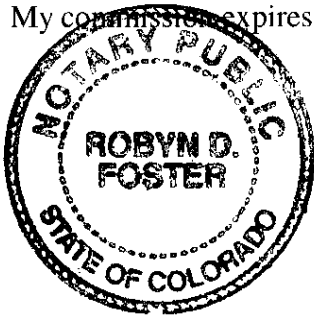

Secretary

STATE OF COLORADO)
City Denver) ss.
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me this 14th 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

RAMSTAR DEVELOPMENT, INC.,
a Colorado corporation

Attest:

Angelo P. Dent
Asst. Secretary

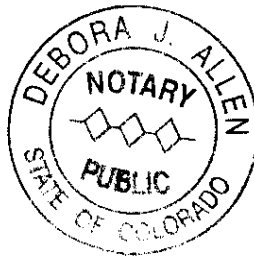
By Miles R. Grant
President

STATE OF COLORADO)
) ss.
COUNTY OF ~~DOUGLAS~~)
Jefferson

The foregoing instrument was acknowledged before me this 1st day of November 2001 by Miles R. Grant as President of Ramstar Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11/12/2003



Debora J. Allen
Notary Public

This Lease, made and entered into by and between the County of Douglas, a political subdivision of the State of Colorado, party of the first part, LESSOR, and Rimborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, party of the second part, LESSEES, witnesseth that the party of the first part has this day leased unto said party of the second part the following described premises situated in the County of Douglas and State of Colorado: see Exhibit A attached hereto and incorporated by reference herein, together with all buildings and improvements on the same for the term of ninety-nine (99) years commencing on the 1st day of February 1987, and ending February 1, 2086, at the annual rent of Ten Dollars (\$10.00) per annum. The said rent to be paid or delivered, as the case may be, on or before the first day of February of each calendar year commencing February 1, 1987.

The said party of the second part, Lessee, agrees as follows:

1. That it will use said premises for public park and recreation purposes, open space, drainage, water retention and water retention purposes and for no other purpose whatsoever.

2. That it will not sell, assign, underlet or relinquish said premises without the written consent of the party of the first part (Lessor).

3. That it will maintain said premises; that it will keep the premises in good repair; that it will do no act whereby an insurance on the premises may be invalidated; that it will not remove nor allow any other person to remove from said premises any of the improvements situated thereon, except to the extent the same are replaced with improvements of similar type, value and usage.

4. That at the expiration of this Lease, or upon a breach by the said party of second part of any of the covenants herein contained, it will, without further notice of any kind, quit and surrender the possession and occupancy of said premises in as good condition as careful use and natural wear and decay thereof will permit.

5. It is further agreed that this is a net, net, net Lease and that all costs and expenses, for taxes, insurance, utilities, development, redevelopment, maintenance, construction, reconstruction or for any other item or work arising out of the use, operation, or occupancy of the Premises shall be borne and paid for by Lessee.

6. That all payments from party of the second part shall become due and payable upon its forfeiture of said Lease, and if it becomes necessary for the first party to bring action at law to recover possession, damage or rent, party of the second part agrees to pay a reasonable attorney's fee therefor, and all costs attending the same.

7. If party of the second part shall be adjudicated a bankrupt or shall otherwise fail to perform or breach its obligations hereunder, including the failure to maintain the premises leased hereby by party of the first part, the foregoing shall be a default hereunder and party of the first part shall be entitled to all remedies available in law or in equity, including the right to terminate this Lease.

In Witness Whereof, the said parties hereto subscribed

This original was presented for recording in your office.
DOUGLAS COUNTY CLERK & RECORDER

REC-23521 - 10/29/86 10:49 AM - RETA A. CHAIN DOUGLAS CO. COLO. CLERK & RECORDER
NO6751 - P0597 - \$10.00 - 4/7

EXHIBIT
A

their names, and signed a duplicate, this 30th day of Sept. 1986.

The County of Douglas, A Political
Subdivision of the State of Colorado

By _____
Its _____

Roxborough Village Metropolitan
District, A Quasi-Municipal Corporation
and Political Subdivision of the State
of Colorado

Paul S. [Signature]
By _____
Its _____

This original was presented for recording in poor condition.
DOUGLAS COUNTY CLERK & RECORDER

Unofficial Copy

DOUGLAS COUNTY CLERK & RECORDER

9623521 - 10/29/86 10:49 RSTA A CRAM DOUGLAS CO. COLORADO
91700A
50
80175 - P05977

JOB NO. 0110.117
AUGUST 12, 1986
DOC. NO. D-1074

EXHIBIT A
PASSIVE PARK AND TRAIL AREA
LEGAL DESCRIPTION

A PART OF THAT PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1, WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1 BEARS $N00^{\circ}46'01''W$ A DISTANCE OF 2,631.54 FEET; THENCE $N00^{\circ}46'01''W$ ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1, A DISTANCE OF 1,315.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 1; THENCE $N80^{\circ}56'15''E$ ALONG THE SOUTHLINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE $N83^{\circ}56'15''E$ A DISTANCE OF 488.59 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER WATER DEPARTMENT RIGHT-OF-WAY AS RECORDED AT BOOK 519, PAGE 8 OF THE DOUGLAS COUNTY RECORDS; THENCE $N29^{\circ}17'35''W$ ALONG SAID SOUTHERLY PROLONGATION AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID DENVER WATER DEPARTMENT RIGHT-OF-WAY A DISTANCE OF 747.28 FEET TO A POINT ON THE NORTHLINE OF THE SOUTH ONE-HALF OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER SECTION 1;

THENCE $S89^{\circ}42'53''W$ ALONG SAID NORTH LINE A DISTANCE OF 52.33 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $89^{\circ}29'47''$ AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.10 FEET TO A POINT OF TANGENT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAMPART RANGE ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF RAMPART RANGE ROAD THE FOLLOWING FIVE (5) COURSES:

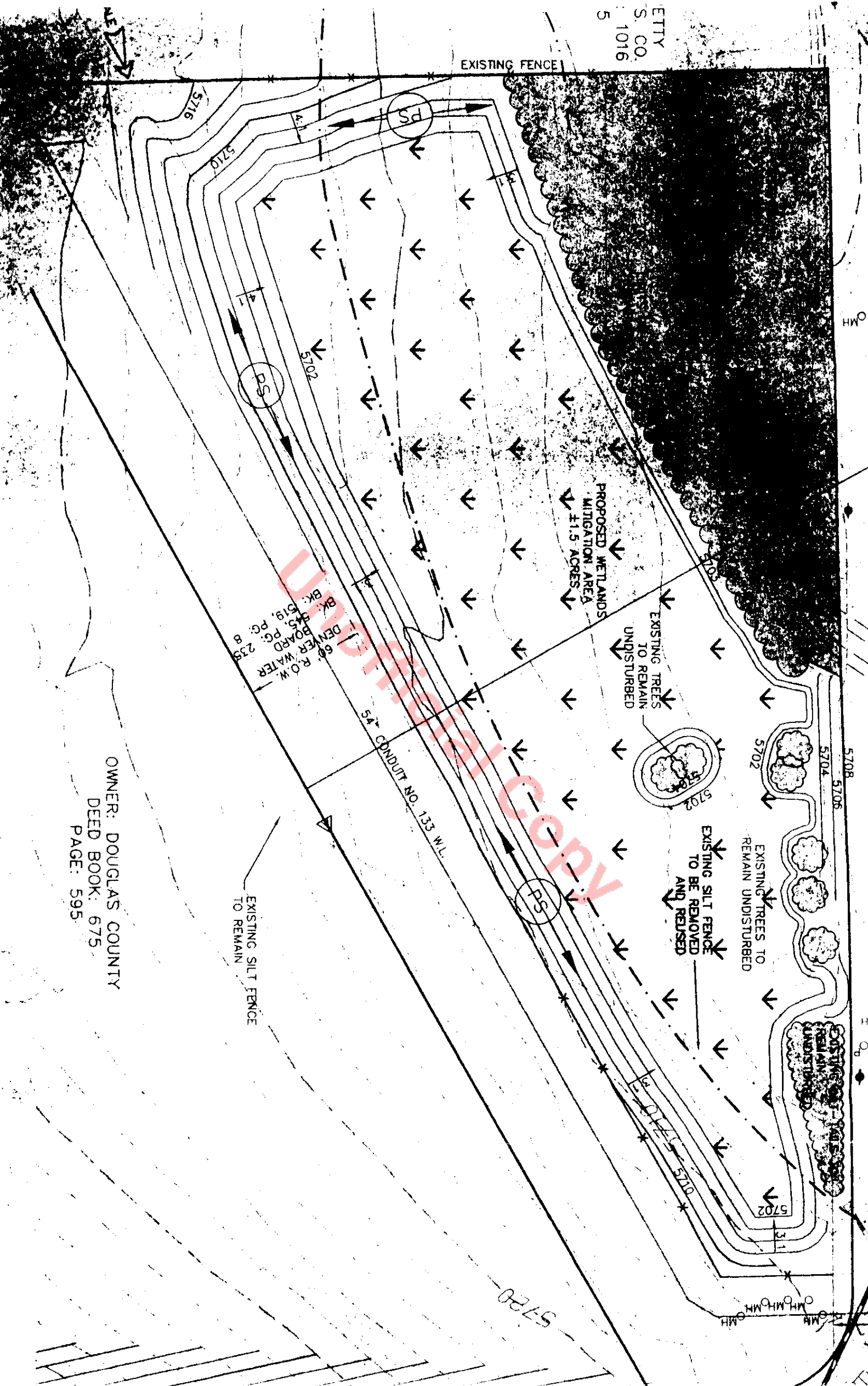
1. $S00^{\circ}46'54''E$ A DISTANCE OF 109.58 FEET;
2. $S44^{\circ}47'08''E$ A DISTANCE OF 110.60 FEET;
3. $S45^{\circ}13'03''W$ A DISTANCE OF 45.00 FEET;
4. $N44^{\circ}46'57''W$ A DISTANCE OF 64.00 FEET;
5. $S00^{\circ}46'57''E$ A DISTANCE OF 234.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 190,031 SQUARE FEET OR 4.1330 ACRES, MORE OR LESS.

This original was presented for recording in poor condition.
DOUGLAS COUNTY CLERK & RECORDER

DOUGLAS COUNTY CLERK & RECORDER
BETA A. CHAIN, DOUGLAS CO. COLO. 5/17
\$0.00
8623521 - 10/29/86 10:49
83675 - 20598

EXISTING FENCE



OWNER: DOUGLAS COUNTY
DEED BOOK: 675
PAGE: 595



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
DENVER REGULATORY OFFICE, 2307 S. PLATTE CANYON ROAD
LITTLETON, COLORADO 80128-6901

November 22, 1999

Mr. Miles Grant
Ramstar Development, Inc.
110 Willow Leaf Drive
Littleton, Colorado 80127

RE: Roxborough Village East Wet Swale Housing Development, Nationwide Permit 26, File #199980528

Dear Mr. Grant:

We have reviewed your request for Department of the Army authorization to place fill material in 2.45 acres of wetlands in conjunction with the Roxborough Village East Housing Development project. The project is located in Section 1, Township 7 South, Range 69 West, Douglas County, Colorado.

Based on the information you provided, this office has determined that your work within Colorado is authorized by the Department of the Army Nationwide Permit No. 26, found in the December 13, 1996, Federal Register, Final Notice of Issuance, Reissuance, and Modification of Nationwide Permits (61 FR 65874). Enclosed is a fact sheet, which fully describes this Nationwide Permit and lists the General Conditions and Section 404 Only Conditions which must be adhered to for this authorization to remain valid.

In addition to the attached conditions the following special conditions must also be met for this authorization to be valid.

1. That no less than 2.45 acres of wetlands will be mitigated in-kind and function on the off site mitigation site along Willow Creek as identified on the vicinity map and described in the attached mitigation plan.
2. That during the construction of the 2.45 acres of wetland mitigation, impacts to wetlands located within the vicinity of the mitigation site will not be disturbed or impacted in any way directly or indirectly.
3. That annual progress report documenting the progress of the mitigation area will be submitted to the Tri-Lakes Project Office during the month of November 30 each year beginning in 2001. These reports will include but not be limited to:
 - a. Corps ID, Number and county which the project is located;
 - b. a discussion of successes, failures, and problems;
 - c. percent of ground surface area that is vegetated, percent of the vegetated area that contains wetland species, list of prevalent plant species;
 - d. maps and/or drawings indicating the mitigation sites and their approximate acreage's; and
 - e. photographs of mitigation area (to be taken from the same location each year and submitted with each report).

Although an Individual Department of the Army permit will not be required for the project, this does not

01/19/00 WED 19:50 [TX/RX NO 5771]

EXHIBIT C-1

eliminate the requirement that you obtain any other applicable Federal, state, tribal or local permits as required. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office.

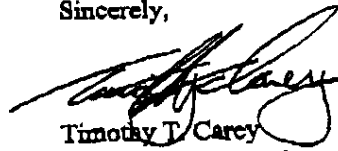
You are responsible for all work accomplished in accordance with the terms and conditions of the nationwide permit. If a contractor or other authorized representative will be accomplishing the work authorized by the nationwide permit in your behalf, it is strongly recommended that they be provided a copy of this letter and the attached conditions so that they are aware of the limitations of the applicable nationwide permit. Any activity which fails to comply with all the terms and conditions of the nationwide permit will be considered unauthorized and subject to appropriate enforcement action.

This verification is valid until Nationwide Permit (NWP) 26 expires. As announced in the September 3, 1999, issue of the Federal Register (Vol. 64, No. 171), the Corps has extended the expiration date of Nationwide Permit 26 to January 5, 2000, or until the effective date of the replacement Nationwide Permits, whichever comes first. If your authorized work extends beyond the applicable expiration date and you have commenced, or are under contract to commence, you will have 12 months from the expiration date to complete the activity under the present terms and conditions of the nationwide permit.

Should you at any time become aware that either an endangered and/or threatened species or its critical habitat exists within the project area, you must immediately notify this office.

If you have any questions concerning this verification, please call Mr. Rex Fletcher at (303) 979-4120 and reference File #199980528.

Sincerely,



Timothy T. Carey
Chief, Denver Regulatory Office

Enclosures

Copies Furnished:

U.S. Fish & Wildlife Service
Colorado Department of Public Health & Environment
Environmental Protection Agency
Colorado Division of Wildlife

EXHIBIT C-2

01/19/00 WED 19:50 [TX/RX NO 5771]

Purpose and Need

The proposed disturbance of the wet swale is placing fill for residential housing.

Wetland Mitigation Plan

The plan establishes guidelines for providing a suitable soil medium, establishment of well-rooted plant materials and adequate hydrologic support for each specific wetland habitat. The key feature of mitigation is to produce diverse and self-sustaining vegetation whose composition and function are equivalent to existing characteristics.

Wetland mitigation area will be 2.45 acres. The wetland creation site will be located adjacent to the relocated pond on the property. The mitigation plant communities will be a Sedge Complex and a Marsh Complex. The mitigation sites will be constructed and planted during the growing season coinciding with disturbance to wetlands. The plan establishes guidelines for providing establishment of well-rooted plant materials, a suitable soil medium and adequate hydrologic support for each specific wetland habitat.

Dominant species to be planted are *Carex aquatilis*, *Carex lanuginosa*, *Carex nebraskensis*, *Schoenoplectus validus*, *Juncus arcticus* and *Juncus torreyi*. Planting will be placed in groupings that accomplish required densities equal to individual plants on specified centers, as follows:

The existing soils in some areas of the mitigation area are a suitable planting medium. Wetland plant materials will be established on these existing soils where possible. Topsoil will be obtained from disturbed wetlands where suitable. Topsoil will be tested and amended, if necessary.

Wetland hydrology will be provided to the mitigation site by surface water and runoff.

Dredged material removed from wetland areas will be stockpiled in upland areas. Fill material, where used, will resemble the structural characteristics of naturally occurring soil materials.

The mitigation sites will be habitat for invertebrates, amphibians, migratory songbirds and small mammals.

Construction documents developed for the mitigation sites will include typical sections and site plans. The following will be specified in detail on the construction drawings:

- plant materials to be established in the mitigation sites, including species to be seeded
- method(s) of setting and establishing plant materials and seeding
- site preparation, topsoiling, fertilizer application and other soil amendments, as needed
- sources of water that will maintain the hydrologic character of the wetland replacement site
- typical details of diversion channels
- construction supervision intervals

Disturbance and mitigation will be accomplished during the same year. The starting date for construction is dependent on approvals. Mitigation will begin in the first year of construction. Reporting of monitoring results and remediation of unsuccessful plantings or other features will be done before the end of the growing season each year. Monitoring continues for 3 years or until approved by the US Army Corps of Engineers.

There are no wetland types of special concern. No threatened and endangered plant species occur on the property.

All existing water bodies and wetlands other than those to be disturbed by construction are protected from sedimentation or hydrologic alteration and other disturbances.

EXHIBIT C-3

01/14/00 FRI 09:43 [TX/RX NO 56821]