

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this \_\_\_ day of March, 2026, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, hereinafter referred to as "COUNTY", whose address is 100 Third Street, Castle Rock, Colorado 80104, and ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, 141 Union Blvd., Ste. 150, Lakewood, CO 80228, a political subdivision of the State of Colorado, hereinafter referred to as "LICENSEE".

1. **PROPERTY LICENSED.** The COUNTY hereby grants a license ("License") to the LICENSEE, subject to the terms and conditions contained in this License Agreement, for use of the property, which includes the land and any improvements or facilities thereon, described as follows ("Property"):

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**, which identifies the general location of the area to be maintained by the LICENSEE or its assigns within the public right-of-way, which includes the following landscape improvements: planting materials, landscape materials, landscape rock, trees, sidewalks, trails, electric outlets, lighting, decorative walls, and irrigation improvements ("Improvements"). "Improvements" includes any improvements installed by the LICENSEE on the Property.

The Property is subject to all easements and rights-of-way ("ROW") of record. The Improvements installed by the LICENSEE on the Property shall be owned and maintained by the LICENSEE.

2. **UTILITIES.** The LICENSEE covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Property associated with the Improvements during the term of this License or any renewal thereof.

3. **MAINTENANCE, REPAIR AND ALTERATIONS.** The LICENSEE covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property without the prior written consent of the Public Works Engineering Director, hereinafter "Engineer", and to keep the Property and all Improvements thereon in good repair at the expense of the LICENSEE; to keep the Property free from litter, dirt, debris and obstruction; and to surrender and deliver the Property in good order and condition upon the expiration or termination of this License, ordinary wear and tear and loss by fire, flood or Act of God excepted. In the event the COUNTY has to enter the Property to repair, remove, or in any way maintain the Improvements in order to protect the integrity of the public ROW, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair or remove the same without the need for prior notice and may charge all costs to the LICENSEE.

4. **USE.** The LICENSEE covenants and agrees that it shall utilize the Property for construction and maintenance of the Improvements and for no other purpose and not to use the Property or permit it to be used for purposes prohibited by the applicable laws of the United States, State of Colorado or any political subdivisions thereof.

5. RE-ENTRY. The COUNTY or its duly authorized representative has the right to enter upon the Property at any time for the purpose of inspecting the same, making surveys, showing the Property to prospective licensees and to do such other acts and things as it deems necessary for the protection of its interest therein.

6. NOTICE. Notice, demands, or communications of any kind that any party may require or desire to communicate to the other party shall be in writing and will be served by email, verified delivery service, or hand delivery, addressed to the following:

For COUNTY:

Board of County Commissioners for the County of Douglas  
c/o Public Works Director  
100 Third Street  
Castle Rock, CO 80104  
Phone: (303) 660-7490  
Email: [Engineering@douglas.co.us](mailto:Engineering@douglas.co.us)

With a copy to:

Douglas County Attorney's Office  
c/o County Attorney  
100 Third Street  
Castle Rock, CO 80104  
Phone: (303) 660-7414  
Email: [Attorney@douglas.co.us](mailto:Attorney@douglas.co.us)

For LICENSEE:

With a copy to:

Ireland Stapleton Pryor & Pascoe, PC  
c/o Dino Ross, Esq.  
1660 Lincoln St Suite 3000  
Denver, CO 80264  
Phone: (303) 623-2700  
Email: [dross@irelandstapleton.com](mailto:dross@irelandstapleton.com)

In the event either party should change the address hereinabove given during the term of this License, the changing party shall notify the other party in writing of such change of address.

7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property and no water or water rights are granted by this License.

8. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

9. ASSIGNMENT OR SUB-LEASE. The LICENSEE covenants and agrees not to assign this License or to sublet any part of the Property without first obtaining the written consent of the COUNTY.

10. PROPERTY TAKEN "AS IS". The LICENSEE understands and agrees that the Property is licensed "as is", and the LICENSEE is assuming responsibility for any loss, injury, death or damage that may result from any and all defects, be they obvious or hidden, that said Property may contain. The COUNTY makes no warranty, written or implied, that the Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property.

11. LIABILITY AND INDEMNIFICATION. The COUNTY shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Improvements (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures) during the term of this License or any renewal thereof. The LICENSEE hereby expressly agrees waive any and all claims related to its use of the Property as to the COUNTY, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of LICENSEE'S use and occupancy of the Property or COUNTY'S failure to fulfill the terms and conditions of this License Agreement. Nothing in this Agreement shall be construed to constitute a waiver on the part of the COUNTY or the LICENSEE of any governmental immunity which either Party may enjoy under the Colorado Revised Statutes or other law. Except as otherwise provided in the Agreement, the LICENSEE's obligations under this Agreement are in no way to be construed to entail the assumption by the LICENSEE of any other liabilities and/or responsibilities with regard to the streets within the boundaries of the LICENSEE which have been dedicated to the COUNTY.

12. RESERVATION FOR BOARD USE. This License is conformable to the provisions of all COUNTY regulations insofar as applicable. Said provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in this License Agreement. The COUNTY reserves the right to make full use of the Property as may be necessary or convenient, and the COUNTY retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient. If such work will require removal, relocation, or alterations to the Improvements, the COUNTY will first notify the LICENSEE in advance of the work so that the LICENSEE may determine whether to make the removals, relocations, or alterations to the Improvements itself.

13. TERMINATION.

a. Either Party may terminate this Agreement by giving thirty (30) days' written Notice to the other Party. Notice of termination shall be signed by the terminating party, who shall give Notice to the other Party as provided in Section 6.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by the LICENSEE, it shall be lawful for the COUNTY to enter into the said Property, or any part thereof, either with or without process of law, to terminate the interest of the LICENSEE or of any other person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property again to repossess and

enjoy, as in the first and former estate of the COUNTY. If at any time the License shall be terminated as aforesaid or by any other means, the LICENSEE agrees to surrender and deliver up said Property peaceably to the COUNTY immediately upon termination, and if the LICENSEE shall remain in possession after termination, the LICENSEE shall be deemed guilty of a forcible detainer of said Property, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

14. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

15. ANNUAL APPROPRIATION. All direct and indirect financial obligations of a party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a party's governing body fails to appropriate funds for that party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and neither party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a party.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement are strictly reserved to the Parties.

17. RELATIONSHIP TO THE PARTIES. By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

18. EXECUTION. This Agreement may be executed in counterparts and by electronic pdf or facsimile, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

19 SPECIAL PROVISIONS. **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

The parties hereto mutually agree to all the terms and provisions herein contained.

Executed on the day and year above written.

**ROXBOROUGH VILLAGE  
METROPOLITAN DISTRICT**, a political  
subdivision of the State of Colorado

By: Ephram Glass  
Name: Ephram Glass  
Title: President

**ATTEST:**

Ron Bull  
Title: Secretary

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

BY: \_\_\_\_\_  
Chair

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER PRATT  
Assistant County Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
DOUGLAS J. DEBORD  
County Manager

**Exhibit A**

**Overall Map of Right-of-Ways and Medians Covered by the License Agreement**



# Blue Mesa Drive



# Campfire Street

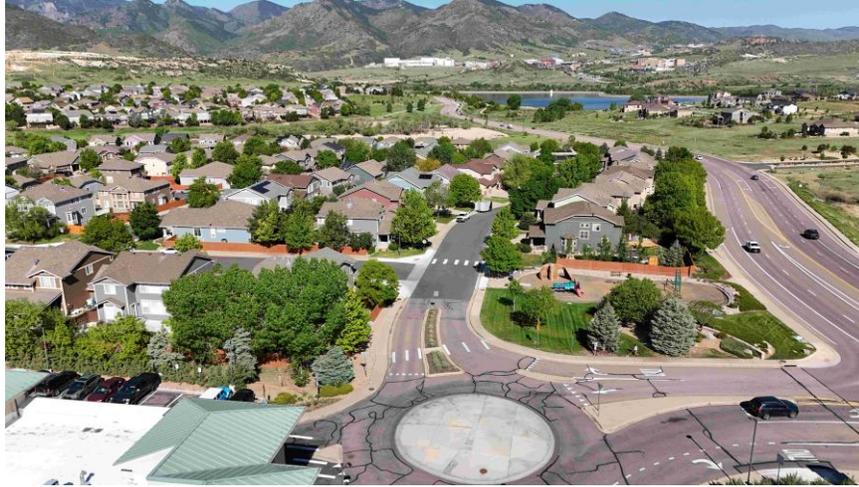


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## Campfire Street



## Cavaletti Drive



## Dovetail Way



# Hunters Hill Lane



# Liverpool Circle



# North Rampart Range Road



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# North Rampart Range Road



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# North Rampart Range Road



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# North Rampart Range Road



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# North Rampart Range Road



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Red Mesa Way



## Village Circle East



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# Village Circle East



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## Village Circle East



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# Village Circle East



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## Village Circle East

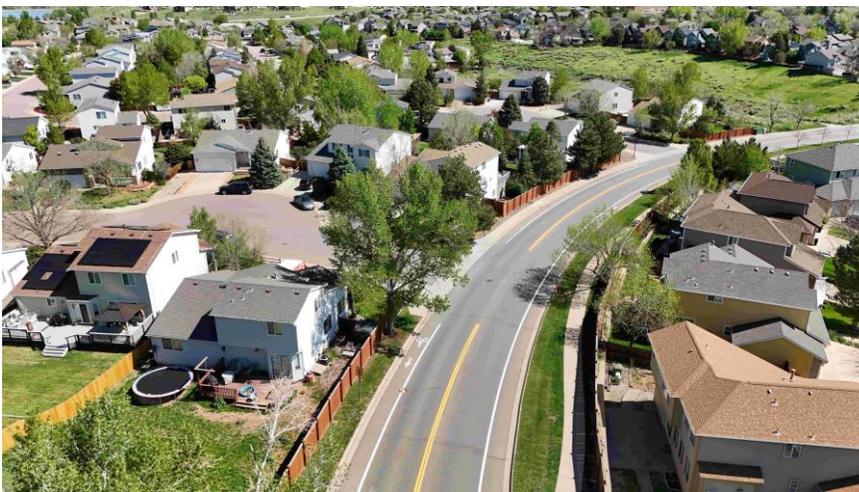


# Village Circle West



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## Village Circle West



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# Village Circle West



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## Village Circle West



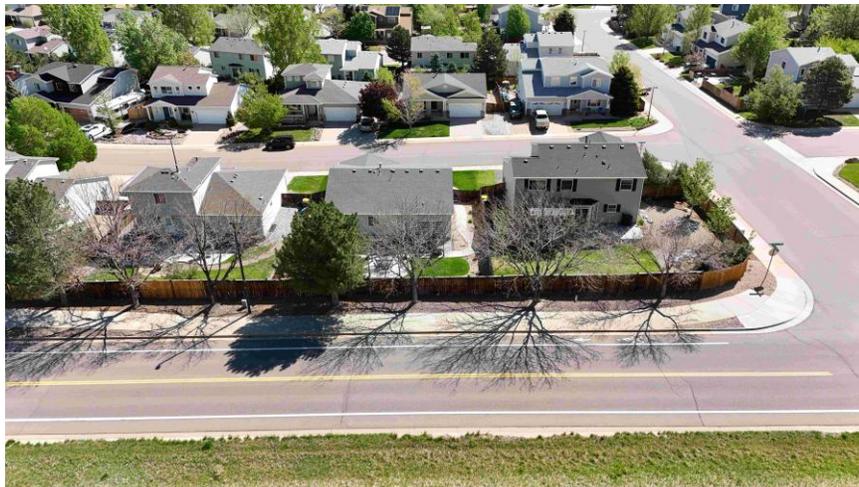
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# Village Circle West



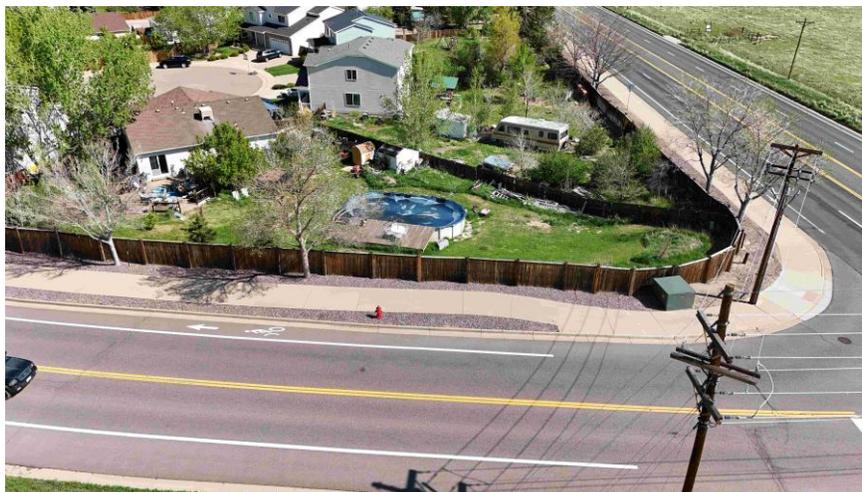
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Village Circle West



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# Village Circle West



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# Waterton Road



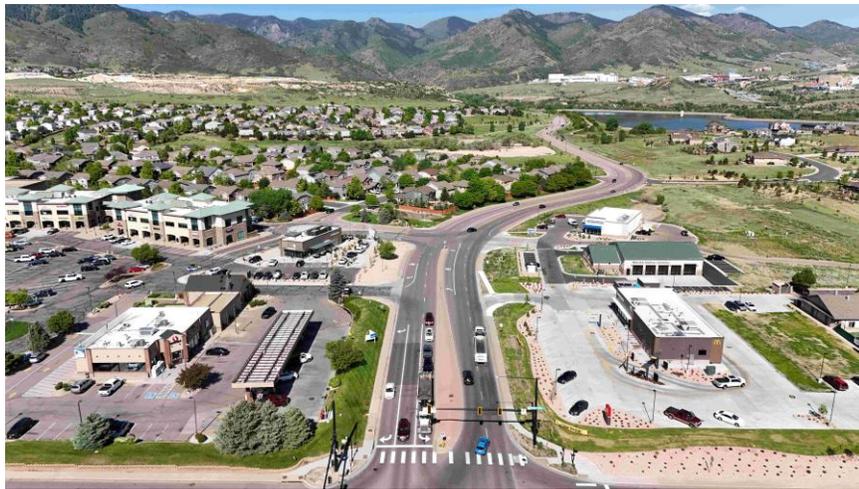
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# Waterton Road



5941800.2

# Waterton Road



## EXHIBIT "B"

- A No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure* and that any time limit shall be extended for the period of any delay resulting from any *force majeure*. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities.
- B The LICENSEE, or the LICENSEE'S contractor, will not be required to obtain any permit from the County for routine maintenance, however a Right-of-way and Construction Permit from the Engineer for any activities requiring shoulder, vehicular lane, bicycle lane or sidewalk closures shall be required prior to the time of commencement of any work to be performed.
- C The LICENSEE shall not erect or place any signs, signposts, billboards, light posts, light fixtures, trees, shrubs, flower beds or other landscaping, buildings or structures of any type on the Property, except those approved by the Engineer. Any modification or additions to the Improvements will need to be approved by the Engineer and a Right-of-Way Use and Construction Permit shall be required.
- D Any repair or replacement of any COUNTY property made necessary because of the repair or maintenance of the Improvements or other appurtenant installations shall be made at the sole expense of the LICENSEE and require a Right-of-Way Use and Construction Permit from the Engineer.
- E In the event the COUNTY deems it necessary to repair, replace, remove or in any way maintain the street, drainage infrastructure, drainageways, or other appurtenances on the Property which will impact the Improvements, the COUNTY agrees to first notify the LICENSEE in advance of the work so that the LICENSEE may determine to make the repair, removal, or maintenance work itself; or, if the LICENSEE determines the COUNTY may perform such work, the County may charge all repair, removal or maintenance costs to the DISTRICT. In the event the Improvements create an immediate hazard to the users of the public ROW, the COUNTY shall have the right to repair, remove or maintain the same without the need for prior notice but agrees to use due diligence in repair or removal of materials to avoid unnecessary damage to the Improvements.
- F Upon abandonment or termination of any right or privilege herein granted, the right of the LICENSEE to that extent shall terminate, but its obligation to indemnify and save harmless the COUNTY its officers and employees, shall not terminate in any event for events which took place at the time of or prior to the abandonment or termination.

- G Upon termination or expiration of this License, the LICENSEE shall abandon the Property and other Improvements made by the LICENSEE, to the extent necessary to leave the area described in **Exhibit A** in the same condition and elevation as before this License was granted, except that the LICENSEE shall plant the area with native grass seed and remove certain landscape improvements as specified by the COUNTY. The removal and seeding shall be done at the sole expense of the LICENSEE and to the satisfaction of the COUNTY.
- H It is expressly agreed that in case of the LICENSEE'S breach of any of the within promises, the COUNTY may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the LICENSEE for the cost thereof.
- I The LICENSEE shall adjust, modify or cease maintenance of the Improvements upon the request of the Engineer to prevent degradation of roadways, prevent impairment of sight distance, prevent a safety hazard or for any other reason as determined by the Engineer.