

Headwaters Metropolitan District and Granby Ranch Metropolitan District

**ACKNOWLEDGEMENT, AGREEMENT AND RELEASE OF LIEN
RELATING TO CAPITAL FACILITIES FEES**

Applicant Name: _____

Street Address: _____

Subdivision: _____

THIS AGREEMENT is entered into between _____
(“Applicant”), the Headwaters Metropolitan District and the Granby Ranch Metropolitan District
(collectively, the “Districts”).

WHEREAS, the Districts have previously adopted on May 26, 2005, a “Joint Resolution of
Headwaters Metropolitan District and Granby Ranch Metropolitan District to Establish a Capital
Facilities Fee” (as the same may be amended or restated, the “**Fee Resolution**”) pursuant to which the
Districts imposed a “Capital Facilities Fee” payable on the date a building permit is issued by the
Town for any individual lot within the Districts; and

WHEREAS, Headwaters Metropolitan District and the Applicant have previously entered into
a Capital Facilities Fee Agreement dated June 1, 2005 (the “**Fee Agreement**”) requiring the payment
of Capital Facilities Fees in the same manner as provided in the Fee Resolution; and

WHEREAS, the Town of Granby, Colorado (the “**Town**”) and the Districts have entered into
an Intergovernmental Agreement dated April 11, 2006, providing in part that, for requests for building
permits that are processed by the Town for zoning or building review, the Town shall not approve the
zoning portion of such building permit for any property within the boundaries of the Districts until the
applicant provides a signed acknowledgment from Granby Ranch and building plans stamped by
Granby Ranch indicating the applicant’s payment of the required Capital Facilities Fee; and

WHEREAS, this Agreement relates to the payment by or on behalf of the Applicant of the
Capital Facilities Fee due to the Districts under the Fee Resolution with respect to the property
described on Exhibit A hereto (Legal Description), and generally associated with the construction of
_____ residential units and/or _____ SFE equivalent non-residential units, located in
Filing _____ and marketed as _____ (the “**Subject Property**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is acknowledged, the Parties agree as follows:

1. Pursuant to the Fee Resolution, and in accordance with the Fee Agreement, the Districts
hereby acknowledge the receipt of \$_____ and, as a result, the payment in full, by or on behalf of
the Applicant, of all Capital Facilities Fees relating to the Subject Property pursuant to the terms of the
Fee Resolution and the Fee Agreement (such amount calculated based on \$6,255 per lot multiplied by
___ lots or SFEs).

2. The Capital Facilities Fee is paid to assist in the financing, acquisition, construction,
installation and completion of the Improvements as described in the Fee Resolution. **Checks should
be made payable to Granby Ranch Metropolitan District.**

3. The Applicant hereby waives and releases and agrees to indemnify the Districts from any and all claims of any kind that may be asserted against the Districts arising out of or in connection with the payment, collection or use of the Capital Facilities Fee.

4. Pursuant to paragraph 4 of the Fee Resolution, the Districts claim a statutory perpetual lien on all real property within their boundaries for the amount of any Capital Facilities Fees due until paid. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Districts hereby release the claim of lien with respect to, and forever discharge from said claim, the following Subject Property described on Exhibit A hereto.

Applicant

Headwaters Metropolitan District

By: _____

By: _____

Date: _____

Date: _____

Granby Ranch Metropolitan District

By: _____

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by _____ as _____ of Headwaters Metropolitan District and _____ as _____ of Granby Ranch Metropolitan District.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____ as _____ of _____.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT A
Legal Description of Subject Property

Lot ____ **Street Address**

Granby Ranch Filing _____

Located in Section ____, **Township 1 North, Range 76**
West, of the 6th P.M., Town of Granby,
County of Grand, State of Colorado.